

Dated *20 March* 2019

**MYREFIELD LIMITED**

**LIFTERZ LIMITED**

**MALCOLM BOWERS, LYNNE BOWERS, BENJAMIN JAMES BOWERS, AND  
LUCY BOWERS**

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**DEED OF AMENDMENT AND  
CESSATION  
relating to the Bowers SSAS**

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**Between**

- (1) **Myrefield Limited** (Company number 02662643) whose registered office is at High Barn Cottage, 120 Paddock Road, Kirkburton, Huddersfield, West Yorkshire, HD8 0TT (**Principal Employer**); and
- (2) **Lifterz Limited** (Company number 05995339) whose registered office is The Old Fire Station, Dale Street, Ossett, Wakefield, West Yorkshire, United Kingdom, WF5 9HF (**Cessation Employer**)
- (3) **Malcolm Bowers** and **Lynne Bowers** both of High Barn Cottage, 120 Paddock Road, Kirkburton, Huddersfield, HD8 0TT and **Benjamin James Bowers** and **Lucy Bowers** both of Toll House, 87 Denby Lane, Upper Denby, Huddersfield, HD8 8TZ (**Trustees**).

**Whereas**

- (A) This deed is supplemental to the Trust Deed and Rules which currently govern the Scheme.
- (B) The Principal Employer is the current principal employer of the Scheme.
- (C) The Cessation Employer is currently a participating employer in the Scheme.
- (D) The Trustees are the current trustees of the Scheme.
- (E) Clause 2.1 of the Trust Deed specifies that the Principal Employer is the person who may exercise the power under Rule 3.1 of the Rules to at any time by deed modify, delete or add to all or any of the provisions of the Rules.
- (F) The Principal Employer wishes to amend the Rules as set out in clause 2 of this deed, with effect on and from the date of this deed.
- (G) Under Rule 11.4 of the Rules (as introduced by this deed) a Participating Employer may, at any time, by notice to the Trustees terminate its participation in the Scheme.
- (H) In accordance with Rule 11.4 of the Rules (as introduced by this deed) the Cessation Employer hereby gives notice to the Trustees to terminate its participation in the Scheme with effect on and from the Withdrawal Date.
- (I) The Trustees are satisfied that the amendments made by this deed do not constitute regulated modifications within the meaning of section 67A(2) of the Pensions Act 1995.

**It is agreed**

**1 Definitions and Interpretation**

**1.1** In this deed:

**Trust Deed** means the trust deed dated 01 October 2016 made between the Principal Employer and the Trustees

**Effective Date** means the date of this deed

**Participating Employer** means an employer who qualifies or is admitted as a participating employer under Rule 11.1 of the Rules

**Rules** means the rules of the Scheme adopted by the Trust Deed which current govern the Scheme, as amended from time to time

**Scheme** means the Bowers SSAS

**Withdrawal Date** means the date of this deed, being the date on which the Cessation Employer will cease to participate in the Scheme in accordance with Rule 11.4 of the Rules (introduced by this Deed).

1.2 Definitions and rules of interpretation set out in the Trust Deed and Rules shall where the context admits apply.

1.3 The provisions in this deed take effect on and from the date on which this deed is executed, in the order in which they are set out below.

## **2 Amendment**

2.1 In accordance with clause 2.1 of the Trust Deed, Rule 3.1 of the Rules, and all other powers enabling it, the Principal Employer hereby amends the Rules as set out below with effect from the Effective Date and the Trustees hereby consent to such amendment.

2.2 The following new Rule 11.4 is inserted as follows:

"11.4 A Participating Employer shall cease to participate in the Scheme upon the effective date of a notice (which can be immediate, if the parties agree) given by the Participating Employer to the Trustees by which the Participating Employer terminates its liability to contribute to the Scheme."

2.3 The following new Rule 11.5 is inserted as follows:

"11.5 Where Rule 11.4 applies, and subject to Rule 11.6, the Trustees shall in their absolute discretion determine the arrangements that will apply in relation to contributions payable by or in respect of the Members employed by the Participating Employer that is ceasing to participate and in relation to the Individual Funds of those Members."

2.4 The following new Rule 11.6 is inserted as follows:

"11.6 A Participating Employer shall remain liable for any contributions due from it but unpaid up to and including the effective date of a notice given by a Participating Employer under Rule 11.4 but thereafter shall have no further liability to pay any contributions, expenses or costs whatsoever to the Scheme."

## **3 Cessation of Participation**

3.1 In accordance with Rule 11.4 of the Rules (introduced by clause 2.2 of this deed) the Cessation Employer hereby gives notice to the Trustees to terminate its liability to contribute to the Scheme and to terminate its participation in the Scheme with effect on and from the Withdrawal Date.

3.2 The Trustees and the Principal Employer hereby acknowledge and accept the notice from the Cessation Employer under Rule 11.4 of the Rules and agree that the Cessation Employer shall accordingly be released and discharged from all of its obligations (including any current, future,

or contingent liabilities or obligations) under or in relation to the Scheme from the Withdrawal Date.

**4 Severability**

If the operation of any provision of this deed would but for the operation of this clause be invalid for any reason then the provisions of this deed shall be restricted but only in so far as is necessary to ensure their validity and not further or otherwise and shall in all other respects operate as set out in this deed.

**5 Third Party Rights**

The parties to this deed do not intend that any terms of this deed should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this deed, except any future trustee of the Scheme enforcing a term of this deed in his position as a trustee of the Scheme. The application of the aforesaid Act to this deed is hereby expressly excluded.

**6 Counterparts**

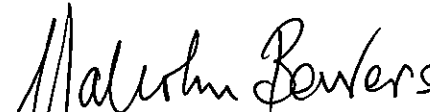
This deed may be executed in any number of counterparts each of which when executed and delivered shall be an original one and all the counterparts together shall constitute one and the same deed.

**7 Governing Law**

This deed shall in all respects be governed by and interpreted according to the laws of England.

**Executed as a deed** and delivered by the parties or their duly authorised representatives on the date stated at the beginning of this deed.

Executed as a deed by  
**MYREFIELD LIMITED**  
acting by a director in the presence of

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) .....  
) Director

  
.....

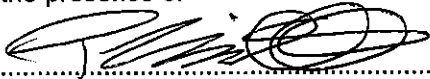
Signature of witness

Name PAUL THICKETT

Address 1 BECKETT COURT

HORBURY WF4 5FB

Executed as a deed by  
**MALCOLM BOWERS**  
in the presence of



Signature of witness

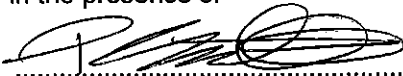
Name PAUL THICKETT

Address 1 BECKETT COURT

HORBURY WF4 5FB

) Malcolm Bowers

Executed as a deed by  
**LYNNE BOWERS**  
in the presence of



Signature of witness

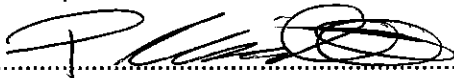
Name PAUL THICKETT

Address 1 BECKETT COURT

HORBURY WF4 5FB

) L Bowers

Executed as a deed by  
**BENJAMIN JAMES BOWERS**  
in the presence of



Signature of witness

Name PAUL THICKETT

Address 1 BECKETT COURT

HORBURY WF4 5FB

) Benjamin Bowers

Executed as a deed by

**LUCY BOWERS**

in the presence of



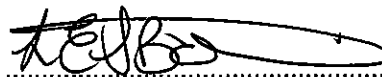
Signature of witness

Name ~~PAUL THICKETT R.~~ **THICKETT R.**

Address **1 BECKETT COURT**

**HORBURY WF4 5FB**

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Executed as a deed by

**LIFTERZ LIMITED**

acting by a director in the presence of



Signature of witness

Name **PAUL THICKETT**

Address **1 BECKETT COURT**

**HORBURY WF4 5FB**

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Director