

DEED OF AMENDMENT OF RELATING TO

THE

CARLTON JAMES RETIREMENT FUND

CARLTON JAMES PRIVATE AND COMMERCIAL LTD

and

WORKPLACE PENSION TRUSTEES LIMITED

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SCHEDULE

This deed is dated:

PARTIES

- (1) CARLTON JAMES PRIVATE AND COMMERCIAL LTD a company incorporated and registered in England and Wales with company number **09074495** whose registered office is situate at Lime Kiln House, Lime Kiln, Royal Wootton Bassett, Swindon, Wiltshire, SN4 7HF (in this deed called the 'Principal Employer'); and
- (2) WORKPLACE PENSION TRUSTEES LIMITED a company incorporated and registered in England and Wales with company number **08533061** whose registered office is situate at 5300 Lakeside, Lakeside, Cheadle, Cheshire, England, SK8 3GP (Trustee).

BACKGROUND

- (A) The Scheme is governed by the Deed and Rules. This deed is supplemental to the Deed and Rules.
- (B) The Principal Employer is the present principal employer under the Scheme.
- (C) The Trustee is the sole Independent Trustee of the Scheme.
- (D) Clause 3.1 of the Deed allows the Principal Employer to amend the Deed, with the agreement of the Trustee, and subject to the further limitations contained in rule 8.3.2.
- (E) The Principal Employer and the Trustee have agreed to amend the Deed in the manner set out in Schedule 1.
- (F) The amendments are not detrimental modifications under section 67 of the PA 1995 and no statement is needed from the Actuary.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Deed and Rules: the definitive trust deed and rules dated 12th August 2014 made between the Principal Employer and the Trustee.

PA 1995: Pensions Act 1995.

Scheme: Carlton James Retirement Fund

Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.3 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This deed shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not email.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by or on their behalf for identification.
- 1.13 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 1.14 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.15 References to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Where any statement is qualified by the expression so far as is aware or to knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

- 1.17 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. AMENDMENT

- 2.1 With effect from the 9th January 2017, the Principal Employer amends the Deed and Rules in the manner set out in Schedule 1.
- 2.2 The Trustee agrees to the amendments made by this deed.

3. COUNTERPARTS

- 3.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.
- 3.2 Transmission of the executed signature page of a counterpart of this deed by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 3.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

4. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

5. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including noncontractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Amendments to the Rules

Rule 9.1 is deleted and replaced as follows:

The Scheme Administrator shall be the person or persons who were the scheme administrator for the purposes of the Act immediately before the Rules took effect. If the Rules took effect on the establishment of the Scheme, the Scheme Administrator shall be the person or persons or firm appointed pursuant to a deed of appointment of Scheme Administrator.

Rule 9.2 is deleted and replaced as follows:

The Independent Trustee may alone appoint and remove as Scheme Administrator any one or more person or persons or firm meeting the criteria in section 270(2) and may vary or revoke any such appointment, provided that the revocation of such an appointment would not in the opinion of the Independent Trustee cause the Scheme to lose its status as a registered pension scheme. In the absence of an Independent Trustee, the power of appointment and removal shall vest in the majority of trustees by Resolution.

Rule 9.5 is deleted and replaced as follows:

The Scheme Administrator may appoint or otherwise authorise any one or more persons to act as a pension scheme practitioner or otherwise as its agent on such terms as to remuneration and otherwise as may be approved by the Sponsoring Employer. Any costs and expenses incurred as a result of such appointment shall be borne in accordance with Rule 10.

Rule 11.1 is deleted and replaced as follows:

An **employer** shall be a Participating Employer if (and only if):

11.1.1 it is the Principal Employer;

11.1.2 the Independent Trustee admits it as a Participating Employer by a deed in which it covenants to duly perform and observe each and every provision of the Scheme which ought to be performed and observed by it as a Participating Employer; or

11.1.3 it was a Participating Employer (or participated in the Scheme in a similar way, however described) under the provisions governing the Scheme immediately prior to the adoption of these Rules.

Rule 11.2 is deleted and replaced as follows:

The Independent Trustee may at any time by deed and with the consent of the existing Principal Employer substitute any other **employer** as Principal Employer, provided that **employer** covenants to duly perform and observe each and every

provision of the Scheme which ought to be performed and observed by it as Principal Employer.

Rule 11.3 is deleted and replaced as follows:

11.3 If any Participating Employer:

11.3.1 goes into liquidation, or is dissolved or otherwise ceases to exist; or

11.3.2 has an administrator or administrative receiver or the official receiver appointed in respect of any of its undertaking or assets; or

11.3.3 having been a body corporate under the control of the Members (or of any one or more of them together) at the date these Rules took effect, ceases to be under such control ("control" being construed in accordance with section 450 of the Corporation Tax Act 2010)

then all its powers and discretions under the Rules and any other provision governing the Scheme, whether fiduciary or not, shall vest in and be exercisable by the Independent Trustee alone and any requirement for its consent or approval or similar shall not apply unless the General Trustees determine otherwise.

Rules 16.1 is deleted and replaced as follows:

The Independent Trustee may in their absolute discretion admit as a Member:

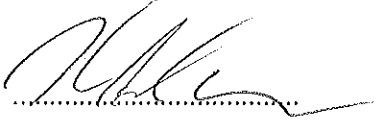
16.1.1 any employee of a Participating Employer; and

16.1.2 any other person whose admission is in the opinion of the Independent Trustee consistent with the Scheme's status as an occupational pension scheme and a registered pension scheme.

Rule 16.2 is deleted and replaced as follows:

Admission to Membership shall be subject to such requirements and on such terms, whether generally or in any particular case, as the Independent Trustee may in their absolute discretion determine, provided that the terms are consistent with the Scheme's status as an occupational pension scheme and a registered pension scheme.

Executed as a deed by **Carlton
James Private And Commercial
Ltd** acting by a director, in the presence of:


.....
Director

SIGNATURE OF WITNESS 

NAME, ADDRESS OF WITNESS JULIE SILCOX
21 SPIRTHILL
CALNE
SN11 9HP

Executed as a deed by **Workplace Pension
Trustees Limited** acting by a director, in
the presence of:

.....

SIGNATURE OF WITNESS

NAME, ADDRESS OF WITNESS
.....

Director