

Dated: 12/09/2022

Fabian Pension Scheme

Deed of Substitution of Principal Employer

Parties

- 1 **Paul Fabian and Kim Louise Fabian** both of Maesbrook Lodge, Church Road, Shrewsbury, SY3 9HQ (in this deed called the "**General Trustees**"); and
- 2 **EKL Consultancy Limited** (Company No 09099379) whose registered office is situated at C/o Property Accounts Limited, 59 Castle Street, Reading, England, RG1 7SN (in this deed called the "**New Principal Employer**").

Recitals

- (A) **Fabian Pension Scheme** (in this Deed called the "**Scheme**") is a registered pension scheme which was established and is currently governed by a Trust Deed and Rules dated 11th March 2022 and all subsequent amending documentation (in this deed called the "**Existing Provisions**").
- (B) The General Trustees are the current member trustees of the Scheme.
- (C) EKL Oasis Limited (Company No 10452752) whose registered office is situated at C/O Property Accounts Limited, 59 Castle Street, Reading, England, RG1 7SN is the current principal employer of the Scheme (in this deed called the "**Outgoing Principal Employer**")
- (D) The New Principal Employer is currently a participating sponsoring employer to the scheme.
- (E) Under Clause 12.3 of the Existing Provisions, The Trustees may from time to time, by deed substitute another employer as the Principal Employer provided that the employer in question covenants to comply with those provisions of the Rules which apply to the Principal Employer.
- (F) The General Trustees wish to replace the Outgoing Principal Employer and appoint the New Principal Employer as the new principal employer of the scheme. The New Principal Employer consents to their appointment as evidenced by their execution of this deed.
- (G) The General Trustees confirm that the Outgoing Principal Employer will remain associated to the Trusts of the Scheme as a participating employer.

Operative Provisions

1. The General Trustees who are the members by their execution of this deed give their consent as members to any and all modifications made by this deed and confirm that they have had a reasonable opportunity to make representations to the other General Trustees about the modifications, and that they are aware that the consent requirements apply in their case in respect of the modifications. Words given a specific meaning for the purposes of section 67 of the Pensions Act 1995 shall have the same meaning in this clause.
2. Pursuant to Clause 12.3 of the Existing Provisions the General Trustees hereby

appoint the New Principal Employer as a new principal employer to the Scheme.

3. The General Trustees will undertake all amendments to ensure proper implementation of the changes to the Trusts of the Scheme as may be required by the Existing Provisions.
4. The New Principal Employer undertakes to perform in all their functions and exercise their powers in accordance with the requirements of the Existing Provisions.

The provisions of this deed shall have effect on and from its date.

IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.

SIGNED as a deed, and delivered when dated, by

Signature:



Paul Fabian

Witness

Signature:



Name:

ADAM STEVENS

Address:

27 TRENT BRIDGE WALK
MANCHESTER
M16 0JR

SIGNED as a deed, and delivered when dated, by

Signature:

Kim Louise Fabian

Witness

Signature:




Name:


ADAM STEVENS

Address:

27 TRENT BRIDGE WALK
MANCHESTER
M16 0JR

EXECUTED as a deed, and delivered when dated,
by **EKL Consultancy Limited**
acting by

Director Signature: 
Name: PAUL FABIAN

Witness Signature: 
Name: ADAM STEVENS
Address: 27 TRENT BRIDGE WALK
MANCHESTER
M16 0JR.