

**DATED**

**DEED OF APPOINTMENT OF NEW TRUSTEE**

**RELATING TO THE ISTRAT LIMITED S S A S PENSION SCHEME**

**PAUL HAGUE**

and

**CRANFORDS TRUSTEES LIMITED**

## **CONTENTS**

---

### **CLAUSE**

1.	Interpretation .....	1
2.	Appointment of new trustee.....	3
3.	Counterparts.....	3
4.	Governing law.....	3
5.	Jurisdiction.....	3

### **SCHEDULE**

SCHEDULE DEEDS .....	4
----------------------	---

This deed is dated 8 November 2017

THIS AGREEMENT is dated

## **PARTIES**

- (1) PAUL HAGUE of The Quadrant, 99 Parkway Avenue, Sheffield, S9 4WG (**Continuing Trustees**); and
- (2) CRANFORDS TRUSTEES LIMITED incorporated and registered in England and Wales with company number **09771053** whose registered office is at 48 Chorley New Road , Bolton , BL1 4AP, England (**New Trustee**).

## **BACKGROUND**

- (A) The Scheme is governed by the Deed and Rules. This deed is supplemental to the Deed and Rules, and the deeds set out in the Schedule.
- (B) The Continuing Trustees are the present trustees of the Scheme.
- (C) Clause 2.1 of the Deed and Rules provides that Continuing Trustees may appoint further trustees to the Scheme by deed.
- (D) The Continuing Trustees wishes to appoint the New Trustee to be a trustee of the Scheme.

## **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 7 November 2017 made between the Principal Employer and the Trustee.

**PA 1995:** Pensions Act 1995.

**Scheme:** ISTRAT LIMITED S S A S PENSION SCHEME.

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

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

#### **1.4** 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.

#### **1.5** A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

#### **1.6** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 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.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax but not email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 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 are to the clauses of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 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. APPOINTMENT OF NEW TRUSTEE**

- 2.1 With effect from 8 November 2017, and in accordance with clause 2.1 of the Deed and Rules, the Continuing Trustees appoints the New Trustee to be an Independent Trustee of the Scheme.
- 2.2 The New Trustee consents to act as a trustee of the Scheme jointly with the Continuing Trustees.
- 2.3 The Scheme Assets vest in the Continuing Trustees jointly with the New Trustee with effect from the date of this deed.

**3. COUNTERPARTS**

- 3.1 This deed may be executed in any number of counterparts, each of which when executed 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 non-contractual 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  
Deeds & Resolutions**

Signed as a deed by PAUL HAGUE  
in the presence of:

.....

.....

PAUL HAGUE

Signature of witness:

Name:

Address:

Signed as a deed by CRANFORDS  
TRUSTEES LIMITED in the  
presence of:

.....

.....

CRANFORDS TRUSTEES LIMITED

Signature of witness:

Name:

Address: