

DATED 16 July 2013 2013

(1) ENERGY CONTROL AND OPTIMIZATION LTD

- and -

(2) KEITH TRUBSHAW

REPLACEMENT DEFINITIVE TRUST DEED AND RULES

KEITH TRUBSHAW SSAS

PEN13828/1

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REPLACEMENT DEFINITIVE TRUST DEED**DATE****PARTIES**

- (1) **ENERGY CONTROL AND OPTIMIZATION LTD** (Company Number 07612628) whose registered office is at The Hollies, 16 St Johns Street, Bridgnorth, Shropshire WV15 6AG (hereinafter called the "**Principal Employer**") of the first part; and
- (2) **KEITH TRUBSHAW** of Marindin Cottage, Chesterton, Bridgnorth, Shropshire WV15 5NX (hereinafter called the "**Trustees**") of the other part.

RECITALS

- (A) The Principal Employer by virtue of a trust deed (the "**Establishing Deed**") dated 11th February 2013 established under irrevocable trust the **KEITH TRUBSHAW SSAS** (hereinafter called the "**Scheme**") as a Registered Pension Scheme to be registered under Chapter 2 of Part 4 of the Finance Act 2004 for the purposes of providing, in respect of certain of the employees and directors of the Principal Employer and such other employers (if any) as may be adhered to the Scheme from time to time and thereby adopted the first governing rules (the "**Original Rules**") of the Scheme.
- (B) The Principal Employer and the Trustees are respectively the present principal employer and the present trustees of the Scheme and its underlying fund (the "**Fund**").
- (C) By virtue of Rule 3.1 of the Original Rules the power to amend the provisions of the Rules is vested in the Principal Employer.
- (D) The Principal Employer wishes to replace in their entirety the provisions of the Original Rules by adopting the new rules (the "**Rules**") appended to this Deed with effect from the date of this Deed (the "**Effective Date**").

NOW THIS DEED WITNESSETH and it is hereby declared and agreed as follows:-

1. The Principal Employer and the Trustees HEREBY ADOPT the Rules appended hereto as the governing rules of the Scheme with effect from the Effective Date.
2. The Fund shall continue to be held by the trustees upon irrevocable trust.
3. This Deed and the Rules brought into effect hereunder will be read and construed in accordance with the laws of England and Wales.
4. The Schedules which constitute the Rules hereto shall be deemed to be incorporated into and to form part of this Deed which shall be read and construed accordingly.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

SIGNED as a DEED by the said
ENERGY CONTROL AND OPTIMIZATION LTD
acting by Director:

Director:



SIGNED as a DEED by the said
KEITH TRUBSHAW



in the presence of:



Witness's Signature:

Witness's Name: KEITH GRIFITHS

Address: 46 CHANCELL AVE.

THE STRATTS DUDLEY DY33BD

Occupation: SALES ENGINEER