

Dated: 8/9/2016

Deed of Change of Principal Employer
MCH Holdings Limited Directors Pension Scheme

Parties

1. **Manor Way Solutions Limited** (Company No. 06579675) whose registered office is situate at 6 Manor Way, Coppull, Chorley, PR7 5FH (in this deed called the "Outgoing Principal Employer")
2. **Nicholas Parry and Karen Parry** both of 6 Manor Way, Coppull, Chorley, PR7 5FH (in this deed called the 'Trustees')
3. **Manor Car Hire Limited** (Company No. 06536489) whose registered office is situate at Victoria House, 488 Knutsford Road, Latchford, Warrington, WA4 1DX (in this deed called the "New Principal Employer")

Recitals

- (A) MCH Holdings Limited Directors Pension Scheme (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Definitive Trust Deed and Rules dated 28 August 2009 and all subsequent amending deeds (in this Deed called the 'Existing Provisions')
- (B) Under Clause 11.2 of the Existing Provisions, the Trustees may in exercise of the powers vested in them under Clause 11.2 of the Existing Provisions at any time by deed and with the consent of the existing Principal Employer substitute any other employer as Principal Employer.
- (C) The Trustees are desirous to appoint a new Principal Employer to the Scheme and the New Principal Employer consents to their appointment as evidenced by their execution of this deed.

Operative provisions

1. Each Trustee who is a member by his execution of this deed gives his consent as a member to any and all modifications made by this deed, and confirms that he has had a reasonable opportunity to make representations to the other Trustees about the modifications; and that he is aware that the consent requirements apply in his 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. In exercise under Clause 11.2 of the Existing Provisions the Trustees admit the New Principal Employer to the Trusts of the Scheme to replace the Outgoing Principal Employer in all their powers and functions as Principal Employer.
3. The Trustees will undertake all amendments to ensure proper implementation of the changes to the Trusts of the Scheme as 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.
5. Unless the context requires otherwise, meanings assigned to words and expressions in

the Existing Provisions shall apply to words and expressions not otherwise defined in this deed.

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 Manor Way Solutions Limited acting by

Company Director (signature):

Name: NICHOLAS PARRY

Witness

Signature:

Name : JOANNE GREEN

Address : 150 KNUTSFORD ROAD
WARRINGTON
WA4 2PW

SIGNED as a deed, and delivered when dated, by
Nicholas Parry

in the presence of:

Witness

Signature:

Name : JOANNE GREEN

Address : 150 KNUTSFORD ROAD
WARRINGTON
WA4 2PW

SIGNED as a deed, and delivered when dated, by
Karen Parry

in the presence of:

Witness

Signature:

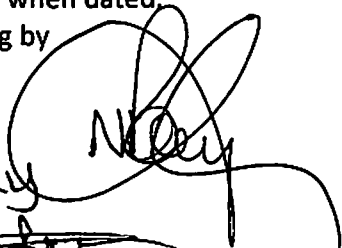
Name : JOANNE GREEN

Address : 150 KNUTSFORD ROAD
WARRINGTON
WA4 2PW

SIGNED as a deed, and delivered when dated
by Manor Car Hire Limited acting by

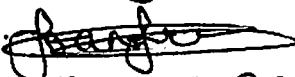
Company Director (signature):

Name: NICHOLAS PARRY

A large, stylized handwritten signature in black ink, appearing to read 'N Parry', written over the company director's name.

Witness

Signature:

A handwritten signature in black ink, appearing to read 'Joanne Green', written over the witness's name.

Name :

JOANNE GREEN

Address :

150 KNUTSFORD ROAD

WARRINGTON

WA4 2PW