

Dated: 12th August 2020

Richard Fletcher (Metals) Directors Pension Fund

Deed of Appointment of a New Principal Employer and of Amendment

Parties

- 1 **Richard Paul Fletcher and Nicola Maria Fletcher** both of The Stables, Beauchief Hall, Beauchief Drive, Sheffield, S87 BA (in this deed called the '**Trustees**'); and
- 2 **Fletcher Plant Limited** (company number 08466840) of Clement Works, Clement Street, Sheffield, S9 5EA (in this deed called the '**New Principal Employer**').

Recitals

- (A) **Richard Fletcher (Metals) Directors Pension Fund** (in this deed called the '**Scheme**') is a pension scheme which is currently governed by a Trust Deed and Rules dated 21st August 2019 and all subsequent amending deeds (in this deed called the '**Existing Provisions**').
- (B) The Trustees under Clause 11.1 (11.1.2) of the Existing Provisions may at any time under Deed admit a Principal Employer to the Scheme.
- (C) The Trustees wish to appoint the New Principal Employer to the Scheme, which will be recognised as a sponsoring employer to the Scheme.
- (D) It is intended that the powers of amendment and the powers of appointment and removal of trustees, currently vested with the Trustees, will now be vested with the New Principal Employer only.

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 their power under Clause 11.2 (11.1.2) of the Existing Provisions the Trustees admit the New Principal Employer to the Trusts of the Scheme.
3. The Trustees will undertake all amendments to ensure proper implementation of the changes to the Trusts of the Scheme as required by Clause 5.1 of 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. Pursuant to Clause 3.1 of the Existing Provisions and subsequent amendments and resolutions, the following amendments will be made:
 - 5.1 The power in Clause 3.1 (Power of Amendment) is now vested in the New Principal Employer only.
 - 5.2 The power in Clause 4.1 (Power of Appointment and Removal of Trustees) is now vested in the New Principal Employer only.


6. 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.

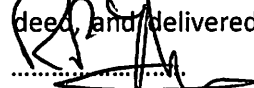
The provisions of this deed shall have effect on and from its date.

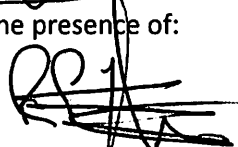
IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.

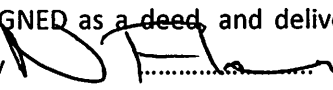
SIGNED as a deed, and delivered when dated,
by Fletcher Plant Limited acting by

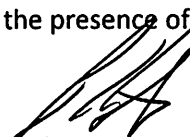
Director Signature: 
Name : GAVIN EVERETT

Witness Signature: 
Name : PETER BEST
Address : RIVERDALE 89 GRAHAM ROAD
SHEFFIELD S10 3GP

SIGNED as a deed, and delivered when dated,
by  (signature)
Richard Paul Fletcher in the presence of:

Witness Signature: 
Name : PETER BEST
Address : RIVERDALE 89 GRAHAM RD
SHEFFIELD S10 3GP.

SIGNED as a deed, and delivered when dated,
by  (signature)
Nicola Maria Fletcher in the presence of:

Witness Signature: 
Name : PETER BEST
Address : RIVERDALE 89 GRAHAM ROAD
SHEFFIELD
S10 3GP.