

Dated: 2011

**DEED OF CHANGE OF PRINCIPAL EMPLOYER**

**Firthglow Limited Retirement Benefits Scheme**

## **Parties**

1. GEOFFREY BERNARD TURNER, JACQUELINE TURNER (in this deed called the 'Trustees') both of DOVE HOUSE, HALL LANE, PETERBOROUGH. PE4 6RA
2. TURNER ENTERPRISES LIMITED, 48 PAPYRUS ROAD, PETERBOROUGH, CAMBRIDGESHIRE PE4 5BH (Company No. 01660216) (in this deed called the “New Principal Employer”)

## **Recitals**

- (A) Firthglow Limited Retirement Benefits Scheme (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Definitive Trust Deed and rules dated 25 February 1997 and all subsequent amending documentation (in this Deed called the 'Existing Provisions')
- (B) Under Clause 10 of the Existing Provisions, the Trustees may in exercise of the powers vested in them under Clause 10 of the Existing Provisions make such arrangements as they think fit for the continuation of the Scheme where the Existing Principal Employer has wound up.
- (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 10 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 TURNER ENTERPRISES LIMITED acting by

Company Secretary/Director (signature):  
Name :

Company Secretary/Director (signature):  
Name :

SIGNED as a deed, and delivered when dated,  
by ..... (signature)  
JACQUELINE TURNER  
in the presence of:

Witness	Signature:
	Name :
	Address :

SIGNED as a deed, and delivered when dated,  
by ..... (signature)  
GEOFFREY BERNARD TURNER in the presence  
of:

Witness	Signature:
	Name :
	Address :