PLEASE READ THE FOLLOWING BEFORE USING THIS DOCUMENT

About this document

This document is for a Principal Employer that is a limited company, PLC, LLP, traditional partnership or an individual, and is the Principal Employer **AND** sole trustee of an existing group life assurance scheme.

It has been prepared for customer use as an example template only.

It can be used by the Principal Employer to appoint a replacement Principal Employer and Trustee.

It has been prepared for use in connection with Canada Life Limited's template declaration of trust and scheme rules only.

It is intended for execution in the UK in accordance with English Law.

Notes on the use of the template

1. Please complete the scheme name, party names and effective date details on the first page. Refer to your governing trust deed for the relevant details.
2. The date on which the changes are to be made to the scheme is the "Effective Date" of the deed.
3. Sections marked with an \* can be modified or deleted by parties who are not registered businesses, for instance, by providing the business address but striking out the word “registered”.
4. Each party to the document must also sign the document. The authorised signatories of the existing Principal Employer and new Principal Employer must sign the deed twice – once, in the appropriate place, on behalf of the employer/ acting as itself and once, in the appropriate place, as the trustee of the scheme.
5. The document has been prepared so that it can be executed in counterpart form, with separate copies capable of being signed by separate signatories.
6. The deed must be executed in accordance with each party's normal practice. As the existing and new Principal Employers also act as the retiring and incoming Trustees of the Scheme (respectively), their authorised signatories must sign the deed twice – once, in the appropriate place, on behalf of the Principal Employer acting as itself and once, in the appropriate place, acting as the retiring / incoming Trustee of the scheme.
7. The signature section on pages 5-8 includes alternative example signature clauses for use depending on whether the signatory is a limited company, PLC, LLP, traditional partnership or an individual. You are responsible for determining the appropriate method by which a signatory can sign the document. Corporate signatories are likely to have special rules governing how documents are to be signed, and by whom.
8. Once signed, you must ensure that the document is kept safely. You may be required to produce it if you wish to set up a trustee bank account to receive claim payments or if required by HM Revenue & Customs. It will also need to be referred to in the event that the trustees are required to pay a death benefit.

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| We recommend that you refer this document to your independent legal adviser for REVIEW TO ENSURE THAT IT MEETS your own circumstances before it is executed. You are responsible for any legal fees THAT you incur.Provision of this template shall not constitute advice of any sort, whether legal or otherwise. Canada Life Limited does not provide a specialist legal documentation service. Canada Life Limited does not warrant that the template is suitable to your specific circumstances, in its present form or as it may be amended after you receive it, nor that its wording will be legally effective.It remains your responsibility to ensure that the deed is appropriate and complete in all respects for its intended purpose.Canada Life Limited shall not be liable for any loss or damage arising out of or in any way connected with the use of this template, whether in its original form or as amended under any law or on any basis whatsoever, whether contractual or otherwise, including, without limitation, any direct, indirect, incidental, special or consequential damages (such as loss of business or profits or any other financial loss). The law and tax rules in relation to trust deeds are subject to change and as a result the deed may become outdated. However, Canada Life Limited is under no obligation to notify you of any such changes. Nothing in this note shall restrict or limit Canada Life Limited's liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.All references to Canada Life Limited in this note shall be construed to include its affiliates or their respective directors, officers and employees. |

Deed of Amendment changing the Principal Employer and trustee

This deed (the "Deed") is made on the day set out below (the "Effective Date") by the current Principal Employer (in their capacity as both the Existing Principal Employer and the retiring sole trustee) and the new Principal Employer (in their capacity as both the New Principal Employer and incoming sole trustee).

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| Current Scheme Name (the "Scheme") |  |
| New Name of the SchemeIf the scheme name is not changing please write “Scheme name is not changing” and delete Recital (F) and clause 1(g) below |  |
| Current principal employer (the "Existing Principal Employer") |  |
| Registered Number of the Existing Principal Employer\* |  |
| Registered Address of the Existing Principal Employer\* |  |
| New principal employer (the "New Principal Employer") |  |
| Registered Number of the New Principal Employer\* |  |
| Registered Address of the New Principal Employer\*  |  |
| Effective Date |  |

RECITALS:

1. This Deed is supplemental to the declaration of trust (the "Declaration of Trust") which established and currently governs the Scheme , on the terms and conditions set out in the Declaration of Trust, for the provision of benefits in respect of such persons as are admitted to membership;
2. The Existing Principal Employer is also the sole corporate trustee of the Scheme (the "Trustee");
3. The Existing Principal Employer manages and administers the Scheme in accordance with the rules appended to them (the "Rules");
4. In accordance with the powers granted in the Declaration of Trust, with effect from the Effective Date, the Existing Principal Employer wishes to be discharged and released from the trusts of the Scheme and its obligations as Principal Employer and as Trustee and administrator of the Scheme;
5. The New Principal Employer has agreed to assume and undertake all of the obligations of the Existing Principal Employer and the Trustee under the Declaration of Trust and the Rules; [and
6. As a consequence of the Principal Employer changing, the New Principal Employer also wishes to change the name of the Scheme on the Effective Date.]

IT IS AGREED THAT:

1. With effect from the Effective Date:
2. the Existing Principal Employer appoints the New Principal Employer to be the Trustee of the Scheme and the New Principal Employer consents to act as the Trustee of the Scheme;
3. the Scheme’s assets shall vest in the New Principal Employer as the Trustee;
4. the New Principal Employer agrees to be substituted as the Principal Employer of the Scheme;
5. the Existing Principal Employer shall retire as the Trustee of the Scheme;
6. the New Principal Employer agrees to observe and perform all of the provisions of the Scheme's Principal Employer which under the Declaration of Trust and the Rules would have been performed by the Existing Principal Employer;
7. the Existing Principal Employer is discharged from the Declaration of Trust and the Rules including, without limitation, its duties as Trustee and administrator of the Scheme; and
8. the Scheme’s name shall be changed to the new name of the Scheme confirmed above].
9. The New Principal Employer (in its capacity as the new trustee) consents to the changes set out in clause 1.
10. The Declaration of Trust and the Rules shall continue in force and will, in all respects, be read and construed as if from the Effective Date, they had been made by the New Principal Employer.
11. This Deed shall be governed by and construed in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the courts of England.
12. This Deed may be executed in the form of two or more counterparts, each executed by one or more of the parties, but taken together executed by all of the parties, which shall together constitute one original instrument.

IN WITNESS whereof this Deed has been executed as a deed and is delivered and takes effect on the Effective Date.

[ALTERNATIVE SIGNATURE PROVISIONS – PLEASE AMEND / DELETE AS APPROPRIATE]

EXISTING PRINCIPAL EMPLOYER:

[TO BE USED WHERE THE EXISTING PRINCIPAL EMPLOYER IS A LIMITED COMPANY, PLC, OR LLP]

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| Signed as a deed on behalf of the Existing Principal Employer by the following authorised signatories  |
| …………………………..………...Signature of Director of Limited Company or PLC / Member of LLP……………………………..…….Full name in block capitals | ……………………………………...Signature of Director of Limited Company or PLC/ Company Secretary / Member of LLP……………………………………...Full name in block capitals | Company seal (if required)  |

 [TO BE USED WHERE THE EXISTING PRINCIPAL EMPLOYER IS A PARTNERSHIP]

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| Signed as a deed by the Existing Principal Employer by  |
| ……….……..…………………………………………….Signature……….…………..……………………………………….Full name of signatory in block capitalsActing as attorney of the Partners in the presence of……….………………..………………………………….Witness' signature……….……………………..…………………………….Full name of witness in block capitals | ……….……………………………………………………Signature……….……………………………………………………Full name of signatory in block capitalsActing as attorney of the Partners in the presence of……….……………………………………………………Witness' signature……….…………………………………………………...Full name of witness in block capitals |

[TO BE USED WHERE THE EXISTING PRINCIPAL EMPLOYER, ACTING AS RETIRING TRUSTEE, IS A LIMITED COMPANY, PLC, OR LLP]

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| Signed as a deed on behalf of the Existing Principal Employer in its capacity as retiring Trustee by the following authorised signatories  |
| …………………..………………Signature of Director of Limited Company or PLC / Member of LLP……………………..…………Full name in block capitals | ………………..…………………….Signature of Director of Limited Company or PLC / Company Secretary / Member of LLP…………………..………………….Full name in block capitals | Company seal (if required)  |

[TO BE USED WHERE THE EXISTING PRINCIPAL EMPLOYER, ACTING AS RETIRING TRUSTEE, IS A PARTNERSHIP]

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| Signed as a deed by the Existing Principal Employer by in its capacity as retiring Trustee by |
| ……….……..…………………………………………….Signature……….…………..……………………………………….Full name of signatory in block capitalsActing as attorney of the Partners in the presence of……….………………..………………………………….Witness' signature……….……………………..…………………………….Full name of witness in block capitals | ……….……………………………………………………Signature……….……………………………………………………Full name of signatory in block capitalsActing as attorney of the Partners in the presence of……….……………………………………………………Witness' signature……….…………………………………………………...Full name of witness in block capitals |

NEW PRINCIPAL EMPLOYER:

[TO BE USED WHERE THE NEW PRINCIPAL EMPLOYER IS A LIMITED COMPANY, PLC, OR LLP]

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| Signed as a deed on behalf of the New Principal Employer by the following authorised signatories  |
| …………………..………………Signature of Director of Limited Company or PLC/ Member of LLP……………………..…………….Full name in block capitals | ………………..…………………….Signature of Director of Limited Company or PLC / Company Secretary / Member of LLP…………………..………………….Full name in block capitals | Company seal (if required)  |

TO BE USED WHERE THE NEW PRINCIPAL EMPLOYER IS A PARTNERSHIP]

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| Signed as a deed by the New Principal Employer by  |
| ……….……..…………………………………………….Signature……….…………..……………………………………….Full name of signatory in block capitalsActing as attorney of the Partners in the presence of……….………………..………………………………….Witness' signature……….……………………..…………………………….Full name of witness in block capitals | ……….……………………………………………………Signature……….……………………………………………………Full name of signatory in block capitalsActing as attorney of the Partners in the presence of……….……………………………………………………Witness' signature……….…………………………………………………...Full name of witness in block capitals |

[TO BE USED WHERE THE NEW PRINCIPAL EMPLOYER, ACTING AS INCOMING TRUSTEE, IS A LIMITED COMPANY, PLC, OR LLP]

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| Signed as a deed on behalf of the New Principal Employer in its capacity as incoming Trustee by the following authorised signatories  |
| …………………..………………Signature of Director of Limited Company or PLC/ Member of LLP……………………..…………….Full name in block capitals | ………………..…………………….Signature of Director of Limited Company or PLC / Company Secretary / Member of LLP…………………..………………….Full name in block capitals | Company seal (if required)  |

[TO BE USED WHERE THE PRINCIPAL EMPLOYER, ACTING AS INCOMING TRUSTEE IS A PARTNERSHIP]

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| Signed as a deed on behalf of the New Principal Employer in its capacity as incoming Trustee by  |
| ……….……..…………………………………………….Signature……….…………..……………………………………….Full name of signatory in block capitalsActing as attorney of the Partners in the presence of……….………………..………………………………….Witness' signature……….……………………..…………………………….Full name of witness in block capitals | ……….……………………………………………………Signature……….……………………………………………………Full name of signatory in block capitalsActing as attorney of the Partners in the presence of……….……………………………………………………Witness' signature……….…………………………………………………...Full name of witness in block capitals |