

DATED

*20<sup>th</sup> AUGUST 2020*

**DEED OF AMENDMENT**

**RELATING TO**

**LCS SIPP TRUST**

**BY:**

**London & Colonial Services Ltd** incorporated and registered in England and Wales with company number 02966313 whose registered office is at Rockwood House, 9-17 Perrymount Road, Haywards Heath RH16 3TW (**Scheme Trustee**)

**BACKGROUND**

- (A) The Scheme was established by a Deed of Establishment as amended by the Deeds of Amendment.
- (B) The Scheme is governed by the Deed of Establishment and the Scheme Rules as amended by the Deeds of Amendment.
- (C) This deed of amendment is supplemental to the Deed of Establishment, Deeds of Amendment and the Scheme Rules.
- (D) The Scheme Trustee is the present Scheme Administrator under the Scheme.
- (E) Rule 3.1 of the Scheme Rules allows the Scheme Administrator to amend the Scheme Rules by deed.
- (F) The Scheme Administrator wishes to amend the Deed of Establishment and the Scheme Rules in the manner set out in Schedule 1.

**1. Interpretation**

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

**Current Scheme Name:** STM International SIPP

**Deed of Establishment:** The deed of establishment dated 24<sup>th</sup> January 2017 relating to the International SIPP

**New Scheme Name:** LCS SIPP Trust

**Scheme:** International SIPP

**Scheme Rules:** the scheme rules attached to the Deed of Establishment

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this deed.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation as at the date of this deed under that statute or statutory provision.
- 1.11 A reference to writing or written does not include fax or email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to this deed or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Amendment**

- 2.1 The Scheme Trustee wishes to amend the Deed of Establishment and Scheme Rules to record a change to the name by which the Scheme is known and referred to.
- 2.2 With effect from 20<sup>th</sup> August 2020, the Scheme Trustee amends the Deed of Establishment and Scheme Rules in the manner set out in Schedule 1.

## **3. Governing law**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **4. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule 1 Amendments to the Deed and Rules**

### **1. Scheme name**

- 1.1 The Current Scheme Name shall be changed to the New Scheme Name and the name by which the Scheme is known and referred to shall be the New Scheme Name.

Executed as a deed by **London & Colonial Services Ltd**

Acting by a director



.....  
Director

Name of director: .....



In the presence of:

Witness signature:



Witness name:

ANTHONY NEMES

Witness address:

2 ISSSTONE AVENUE, BROADWELL COMMON MK13 8BB

Witness occupation:

COMPLIANCE & TECHNICAL MANAGER