

Deed of Removal
Aptus Pension Scheme

Date of Deed:

Parties

1. D.K. MATERIALS & LOGISTICS LTD (Company No. SC393462) whose registered office is situate at 11 Somerset Place, Glasgow, Scotland, G3 7JT (in this Deed called the "Principal Employer")
2. DEREK KNOWLES of 31 Wallace Brae Rise, Reddingmuirhead, Falkirk, FK2 0GD, KATRINA SHARON KNOWLES of 31 Wallace Brae Rise, Reddingmuirhead, Falkirk, FK2 0GD, GAVIN ARCHIBALD BRYCE of Flat 4, 41 Tryst Park, Larbert, Falkirk, FK5 4FN and BIANCA LYNSEY BRYCE of 2 Lyness Court, Millfield Drive, Polmont, Falkirk, FK2 0SQ (in this Deed called the "Continuing Trustees")
3. TRUSTEECO (UK) LTD (Company No. 09152500) whose registered office is situate at The Studio, Leeds Street, Sunderland, SR6 9RF (in this Deed called the "Outgoing Trustee")
4. RC Administration Limited (Company No. 12409200) whose registered office is situate at 1a Park Lane, Poynton, Stockport, England, SK12 1RD (in this Deed called "New Scheme Administrator")

Background

- (A) Aptus Pension Scheme (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Definitive Trust Deed and Rules dated 07 August 2017 and all subsequent amending deeds (in this Deed called the 'Existing Provisions').
- (B) The Continuing Trustees and the Outgoing Trustees are the present Trustees of the Scheme.
- (C) SSASCO LIMITED (Company No. 09016527) whose registered office is situate at The Studio, Leeds Street, Sunderland, SR6 9RF is the present Administrator of the Scheme (in this Deed called the "Outgoing Scheme Administrator").
- (D) The Principal Employer wishes to remove the Outgoing Trustee as a Trustee in accordance with clause 4.1 of the Existing Provisions.
- (E) The Trustees wish to appoint the New Scheme Administrator to the scheme for all the purposes of Part 4 of the Finance Act 2004 to replace the Outgoing Scheme Administrator.
- (F) In this Deed the "Effective Date" means the date of this Deed.

Operative provisions

1. The Principal Employer in exercise of the power conferred on them by clause 4.1 of the Existing Provisions and all other powers them enabling hereby removes the Outgoing Trustee as a Trustee of the Scheme with effect from the Effective Date and the Outgoing Trustee consents to their removal.
2. In accordance with clause 2.4 of the Existing Provisions, the Continuing Trustees and the Outgoing Trustee jointly remove the Outgoing Scheme Administrator as the Administrator of the Scheme for all the purposes of Part 4 of the Finance Act 2004 with effect from the Effective Date.
3. In accordance with clause 2.4 of the Existing Provisions, the Continuing Trustees and the Outgoing Trustee jointly appoint RC Administration Limited (Company no. 12409200) as the Scheme Administrator for all the purposes of Part 4 of the Finance Act 2004 with effect from the Effective Date. RC Administration Limited consent to their appointment as evidenced by the execution of the deed.
4. The Continuing Trustees agree to take all reasonable steps to remove the Outgoing Trustee from the Trusts of the Scheme and any of the assets of the Scheme held in the name of the Outgoing Trustee (jointly or alone), including the removal of the name of the Outgoing Trustee from any relevant registration at HM Land Registry.
5. In removing the Outgoing Trustee they are hereby discharged from all duties and liabilities as Trustee with effect from the Effective Date.
6. Electronic signatures adopted in accordance with Electronic Signatures Regulation 2002 (SI 2002 No. 318), whether digital or encrypted, by any and all the parties included in this document are intended to authenticate this document and shall have the same force and effect as manual signatures.
7. Delivery of a copy of this document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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 D.K. MATERIALS & LOGISTICS LTD acting by:

Director Signature:

Name :

Witness Signature:

Name :

Address:

SIGNED as a Deed, and delivered when dated, by

(signature)

DEREK KNOWLES in the presence of:

Witness Signature:

Name :

Address:

SIGNED as a Deed, and delivered when dated, by

(signature)

KATRINA SHARON KNOWLES in the presence of:

Witness Signature:

Name :

Address:

SIGNED as a Deed, and delivered when dated, by

(signature)

GAVIN ARCHIBALD BRYCE in the presence of:

Witness Signature:

Name :

Address:

SIGNED as a Deed, and delivered when dated, by

(signature)

BIANCA LYNSEY BRYCE in the presence of:

Witness Signature:

Name :

Address:

SIGNED as a Deed, and delivered when dated, by
TRUSTEECO (UK) LTD acting by

Director Signature:

Name:

Witness Signature:

Name :

Address:

SIGNED as a Deed, and delivered when dated, by
RC Administration Ltd acting by

Director Signature:
Name: David Nicklin

Witness Signature:
Name :
Address: