Dated:

**Deed of Removal of Trustee**

governing

**B & F Pension Scheme**

**Parties**

1. BIRD AND FAIRLEY (UK) LIMITED (Company No.07726322) a company registered in England and Wales whose registered office is at 13-15 Regent Street, Nottingham, Nottinghamshire, NG1 5BS (in this Deed called the ‘**Principal Employer**’)
2. DOUGLAS GRAHAM MILLAR of 18 Walter Mead Close, Ongar, Essex, CM5 0BW (in this Deed called the '**Continuing Trustee**').

**Recitals**

1. B & F Pension Scheme (in this deed called the '**Scheme**') is a pension scheme which was established and is currently governed by a Trust Deed dated 15 August 2011 (in this Deed called the '**Trust Deed**') and its annexed Rules (in this Deed called the '**Rules**') (together the '**Existing Provisions**').
2. Tax & Wealth Trustees LLP (Limited Liability Partnership registered No. OC354848) whose registered office is at Stone House, Stone Road Business Park, Stoke-On-Trent, Staffordshire, ST4 6SR (in this deed called the '**Outgoing Trustee**') and the Continuing Trustee are present Trustees of the Scheme.
3. Under clause 16 of the Trust Deed, the Principal Employer may by Deed remove any Trustee or appoint any new Trustee of the Scheme.
4. The Principal Employer wishes to remove the Outgoing Trustee as a Trustee to the Scheme.
5. In this Deed (including the recitals) '**Effective Date**' means the date of this Deed.

Where the context does not require otherwise indices and headings are included for convenience only and shall not affect the interpretation of this Deed.

**Operative provisions**

1. The Principal Employer in exercise of the power conferred on them by clause 16 of the Trust Deed hereby removes the Outgoing Trustee as a Trustee of the Scheme with effect from the Effective Date.
2. As a consequence of the removal of the Outgoing Trustee of the Scheme, the Outgoing Trustee is discharged from the office of Trustee with effect from the Effective Date and the Trusts of the Scheme and all assets of the Scheme shall be vested in the Continuing Trustee.
3. The Continuing Trustee agrees 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.
4. 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.
5. 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 by BIRD AND FAIRLEY (UK) LIMITEDacting by

Director Signature:
Name :

Witness Signature:
Name:
Address :

Signed as a Deed by

Signature:

Douglas Graham Millar

Witness Signature:
Name:
Address :