

DATED

25 June 2014

**DEED OF REMOVAL AND APPOINTMENT OF NEW
REGISTERED ADMINISTRATOR**

relating to the Class Technology Pension Scheme

between

CLASSTECH SOLUTIONS LIMITED

and

MR Neal John Grayston and Mrs Sheralee Grayston

and

PENSION PRACTITIONER.COM LIMITED

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This deed is dated: 25 June 2014

PARTIES

- (1) Classtech Solutions Limited incorporated and registered in England and Wales with company number 08317321 whose registered office is at 42B Carfax, Horsham, RH12 1EQ (**Principal Employer**).
- (2) Neal John Grayston and Sheralee Grayston both of Halcyon, Spinney Lane, West Chiltington, Pulborough, RH20 2NX (**Trustees**).
- (3) Pension Practitioner.Com Limited, a company incorporated and registered in England and Wales with company number 06028668, whose registered office is at Daws House, Daws Lane, Mill Hill, London, NW7 4SD (**New Administrator**).

BACKGROUND

- (A) The Scheme is governed by a Trust Deed dated 4 December 2012, a Deed of Amendment dated 24 June 2014 and Scheme Rules dated 24 June 2014. This Deed is supplemental to the Deed and Rules.
- (B) The Principal Employer is the present sponsoring employer under the Scheme.
- (C) The Continuing Trustees are the present trustees of the Scheme.
- (D) T12 Administration Limited, a company incorporated and registered in England and Wales with company number 07508277, whose registered office is at 12 Stafford Street, Derby, Derbyshire, England, DE1 1JG (“Outgoing Administrator”) is presently the Administrator of the Scheme.
- (E) Pursuant to Clause 9.1 of the Existing Provisions, the Trustees may appoint as Scheme Administrator any person or firm meeting the criteria in section 270(2) and may vary or revoke any such appointment, provided that the revocation of such an appointment would not, in the written opinion of the Scheme Administrator, cause the pension scheme to lose its status as a registered pension scheme.
- (F) The Trustees wish to remove the Outgoing Administrator as Administrator of the Scheme in accordance with clause 9.1 of the Existing Provisions.
- (G) The Trustees wish to appoint the New Administrator to be Administrator of the Scheme in accordance with Clause 9.1 of the Existing Provisions.
- (H) The Trustees do not require consent from the Outgoing Administrator to their removal.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this deed.

Deed: the definitive trust deed dated 4 December 2012, made between the Principal Employer and the trustees then in office.

Rules: the rules attached to the Deed.

Scheme: Class Technology Pension Scheme.

Administrator: Shall mean the Registered Administrator for the purposes of Finance Act 2004.

- 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) and that person's legal and personal representatives, successors and permitted assigns.

- 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 include the plural and in the plural 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 a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 1.9 References to clauses and schedules are to the clauses and schedules of this deed; references to paragraphs are to paragraphs of the relevant schedule.

2. REMOVAL AND APPOINTMENT

- 2.1 With effect from the date of this Deed and

- (a) in accordance with clause 9.1 of the Existing Provisions the Trustees remove the Outgoing Administrator as Administrator of the Scheme and is discharged from the trusts and provisions of the Scheme; and
- (b) in accordance with clause 9.1 of the Existing Provisions the Trustees appoint the New Administrator as Administrator of the Scheme to act for the Provider and Trustees in place of the Outgoing Administrator.

2.2 The Principal Employer consents to the appointment of the New Administrator.

3. COUNTERPARTS

This deed may be executed in any number of counterparts (but shall not be effective until each party has executed at least one counterpart), each of which, when executed and delivered, shall be an original and which together shall have the same effect as if each party had executed and delivered the same document.

4. GOVERNING LAW

4.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the law of England and Wales.

4.2 The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this deed or its subject matter.

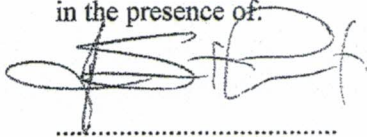
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by Classtech
Solutions Limited acting by :


.....
Director

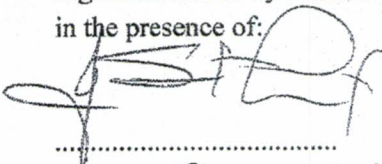

.....
Director/Secretary

Signed as a deed by Neal John
Grayston
in the presence of:


.....

Name: JOHN SMITHURST
Address: 1 PALMERSTON CLOSE
ROYAL EARLSWOOD PARK
REDHILL, SURREY RH1 6TQ

Signed as a deed by Sheralee Grayston
in the presence of:

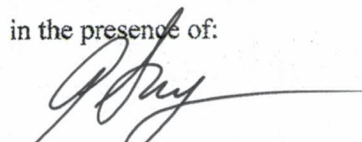

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Name: JOHN SMITHURST
Address: 1 PALMERSTON CLOSE
ROYAL EARLSWOOD PARK
REDHILL, SURREY RH1 6TQ

Executed as a deed by Pension
Practitioner.com Limited acting by:


.....
Director

in the presence of:


.....

Name: GEORGINA STULIGLOVA
Address: DAWNS HOWE
33-35 DAWNS LANE
LONDON
NW7 4SD