

Deed of Removal and Appointment of Trustee
Emmaruthensor Executive Pension Scheme

Date of Deed : 15 September 2019

Parties

1. EMMARUTHENSOR LIMITED (Company No:09075984) whose registered office is situate at 38 Ensor Drive, Tamworth, B78 1JN (in this Deed called the 'Principal Employer');
2. Stephen Cutforth of 38 Ensor Drive, Polesworth, Tamworth. B78 1JN (in this Deed called the 'Continuing Trustee');
4. Cranfords Trustees Limited (Company No: 09771053) whose registered office is situate at International House, Constance Street, London, England, E16 2DQ (in this Deed called the 'New Independent Trustee').

Recitals

- (A) Emmaruthensor Executive Pension Scheme (in this Deed called the 'Scheme') is a pension scheme which is now governed by an Interim Deed dated xxx and all subsequent amending deeds and documentation (in this Deed called the 'Existing Provisions').
- (B) The Continuing Trustee and the Outgoing Independent Trustee are the present Trustees of the Scheme.
- (C) The Outgoing Trustee of the Scheme is Rowanmoor Trustees Limited (01846413) whose registered office is situate at Rowanmoor House, 46 - 50 Castle Street, Salisbury, Wiltshire, SP1 3TS.
- (D) The Outgoing Scheme Administrator of the Scheme is Rowanmoor Executive Pensions Limited (05792242) whose registered office is situate at Rowanmoor House, 46 - 50 Castle Street, Salisbury, Wiltshire, SP1 3TS.
- (E) The Principal Employer, in accordance with clause 5.3 of the Existing Provisions, has the power to appoint and remove Trustees, ensuring at all times that the Scheme has an independent Trustee.
- (F) The Principal Employer wishes to appoint the New Independent Trustee as an independent Trustee to the Scheme.
- (G) The Principal Employer wishes to remove the Outgoing Independent Trustee as a Trustee to the Scheme.
- (H) The Principal Employer has given 30 Days Notice to the Outgoing Scheme Administrator of their removal in accordance with clause 3.3 of the Scheme Rules and the New Independent Trustee shall takeover the responsibilities of Outgoing Scheme Administrator with effect from the Effective Date.
- (I) In this Deed (including the recitals) "Effective Date" means 30 days from the date of this Deed.

Operative Provisions

1. Pursuant to clause 5.3 of the Existing Provisions, the Principal Employer hereby removes the Outgoing Independent Trustee from its position as a Trustee of the Scheme with effect from the Effective Date.
2. Pursuant to clause 5.3 of the Existing Provisions, the Principal Employer hereby appoints the New Independent Trustee as an Independent Trustee to the Scheme with effect from the Effective Date. The New Independent Trustee consents to their appointment.
3. The Continuing Trustee and Outgoing Independent Trustee agree to vest in the Continuing Trustee and New Independent Trustee the Trusts of the Scheme and all assets of the Scheme.
4. The Continuing Trustee and New Independent Trustee agree to take all reasonable steps to remove the Outgoing Independent Trustee from the Trusts of the Scheme and any of the assets of the Scheme held in the name of the Outgoing Independent Trustee (jointly or alone), including the removal of the name of the Outgoing Independent Trustee from any relevant registration at HM Land Registry.
5. Pursuant to clause 5.3 of the Existing Provisions, the Principal Employer hereby removes the Outgoing Scheme Administrator from its position as a Scheme Administrator and the New Independent Trustee is appointed as Scheme Administrator with effect from the Effective Date.

Signing and Delivery


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.

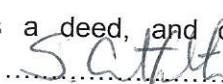
SIGNED as a deed, and delivered when dated,


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 EMMARUTHENSOR LIMITED
acting by

Director Signature: 
Name: STEPHEN CUTFORTH

Witness Signature: 
Name: CHRISTOPHER GIBSON
Address: THE OAKLEY
KIDDERMINSTER ROAD
DROITWICH
WR9 9AY.

SIGNED as a deed, and delivered when
dated, by  (signature)
Stephen Cutforth

Witness Signature: 
Name : CHRISTOPHER GIBSON
Address : THE OAKLEY
KIDDERMINSTER ROAD
DROITWICH
WR9 9AY

SIGNED as a deed, and delivered when dated,
by Cranfords Trustees Limited
acting by

Director Signature:
Name:

Witness Signature:
Name:
Address: