

Deed of Removal of Trustee & Administrator  
Foremost Training Directors Pension Plan

Date of Deed : 2009

1. FOREMOST IT LIMITED (Company No. SC134200) (in this Deed called the Principal Employer)
2. STEPHEN THOMAS MCINNES AND JON ROSS MALONE (in this Deed called the Continuing Trustees)
3. ROWANMOOR TRUSTEES LIMITED (Company No. 1846413) (in this Deed called the 'Outgoing Trustee')

## **Recitals**

- (A) The Foremost Training Directors Pension Plan (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Definitive Trust Deed and rules dated 9 March 2005, a Deed of Appointment and Removal of Trustee and of Amendment dated 29 June 2006 (in this Deed called the 'Existing Provisions') and all subsequent amending documentation.
- (B) The Continuing Trustees and the Outgoing Trustee are the present Trustees of the Scheme.
- (C) The Outgoing Trustee is the present Administrator of the Scheme.
- (D) The Principal Employer wishes to remove the Outgoing Trustee as a Trustee of the Scheme and the Outgoing Trustee is desirous to retire as Trustee of the Scheme.
- (E) In accordance with 3.3 of the Existing Provisions , the Principal Employer has given 30 days' notice to the Outgoing Trustee of their removal as Administrator for all the purposes of the Scheme. As a consequence of this the Principal Employer will appoint themselves as replacement Administrator for all the purposes of Part 4 Finance Act 2004.
- (F) In this Deed (including the recitals) "Effective Date" means the date of this Deed.

## **Operative provisions**

1. The Principal Employer in exercise of the power conferred on them by 5.3 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.
2. The Principal Company in exercise of the power conferred on them by 3.3 of the Existing provisions and all other powers them enabling hereby appoint themselves with the consent of the Continuing Trustees as the Administrator of the Scheme.
3. The Principal Company accepts such appointment and further acknowledges that they shall become the Administrator of the Scheme for all the purposes of Part 4 of the Finance Act 2004 with effect from the Effective Date.
4. The Continuing Trustees agree to take all reasonable steps to remove 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 as Administrator of the Scheme, the Outgoing Trustee is hereby discharged from all duties and liabilities as Administrator with effective from the Effective Date.

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  
FOREMOST IT LIMITED acting by

Director      Signature :  
                 Name     :

Director/      Signature :  
Secretary      Name     :

SIGNED as a deed, and delivered when dated, by  
ROWANMOOR TRUSTEES LIMITED acting by

Authorised    Signature :  
Signatory      Name     :

Authorised    Signature :  
Signatory      Name     :

SIGNED as a Deed , and delivered when dated, by  
STEPHEN THOMAS MCINNES in the presence  
of:

..... (signature)

Witness        Signature :  
                 Name     :  
                 Address  :

SIGNED as a Deed , and delivered when dated, by  
JON ROSS MALONE in the presence of:

..... (signature)

Witness        Signature :  
                 Name     :  
                 Address  :