

Deed of Removal and Appointment of Trustee

Kemball Investments Ltd Executive Pension Scheme

Date of Deed :

Parties

1. **Roger Cunningham** of 11 Aubery Drive. Sudbury CO10 1PY (in this Deed called the '**Continuing Trustees**'); and
2. **Oakleaf Trustees Limited** (Company No: **08117016**) whose registered office is situate at 40 Kimbolton Road, Bedford, Bedfordshire, MK40 2NR (in this Deed called the '**Outgoing Independent Trustee**'); and
3. **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) **Kembell Investments Ltd Executive Pension Scheme** (in this Deed called the '**Scheme**') is a pension scheme which is now governed by an Interim Trust Deed dated 31 January 2014, a Definitive Trust Deed and Rules adopted by a Deed of Amendment and of Appointment dated 28 February 2014 and all subsequent amending deeds and documentation (in this Deed called the '**Existing Provisions**').
- (B) The Continuing Trustees and the Outgoing Independent Trustee are the present Trustees of the Scheme. In this Deed they are known as the "**Trustees**".
- (C) Scheme Administrator is defined as the scheme administrator as specified in the Existing Provisions.
- (D) A Deed of Appointment and Removal dated 22 May 2019 appointed Oakleaf Trustees Limited to be the Scheme Administrator (also to be known in this Deed as the "Outgoing Scheme Administrator") and Independent Trustee of the Scheme in this Deed.
- (E) In this Deed (including the recitals) "**Effective Date**" means the date of this Deed.

Whereas

1. Kembell Investments Limited Company (Company Registration Number: 08845522) is dissolved.
2. By clause 27 of the Existing Provisions, all the powers and discretions of the Employers are vested in the Trustees, including the power to appoint and remove trustees and scheme administrator, with the consent of the Scheme Administrator.
3. The Trustees shall appoint the New Independent Trustee as an Independent Trustee and Scheme Administrator and the Outgoing Independent Trustee shall be removed as Independent Trustee and Scheme Administrator.

Operative provisions

1. Pursuant to clause 5.3 and all the powers vested in them under the Existing Provisions, the Trustees hereby appoint the New Independent Trustee to be an Independent Trustee to the Scheme. The Outgoing Scheme Administrator consents to their appointment.
2. Pursuant to clause 5.3 and all the powers vested in them under the Existing Provisions, the Trustees hereby remove the Outgoing Independent Trustee from its position as a Trustee of the Scheme. The Outgoing Scheme Administrator consents to their removal.
3. Pursuant to clause 3.3 and all the powers vested in them under the Existing Provisions, the Trustees hereby remove the Outgoing Administrator from its position as a Scheme Administrator and appoints the Independent Trustee to be the Scheme Administrator. The Outgoing Independent Trustee consents to their removal in their capacity as Outgoing Scheme Administrator.
4. The Continuing Trustees 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. The Outgoing Trustee and the Continuing Trustees Dispose and Convey to the Continuing Trustees and the new Independent Trustee as Trustees of the Scheme All and Sundry the assets of the Scheme belonging to the Outgoing Trustee and the Continuing Trustees.
6. The Outgoing Scheme Administrator is discharged fully as Scheme Administrator of its liabilities under Finance Act 2004.

Signing and Execution

1. 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.
2. 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
Roger Cunningham

DocuSigned by:
Roger Cunningham (signature)
66F6A09C68194E2...

Witness

Signature:

DocuSigned by:
Emily McAlister
6447A1A30C5E485...

Name : Emily McAlister

Address : 18 Soho Square, London. W1D 3QL

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

Director

Signature:
Name:

DocuSigned by:
Paul Davies
ED6F475B4F57472...

Paul Davies

Witness

Signature:
Name:

DocuSigned by:
Emily McAlister
6447A1A30C5E485...

Emily McAlister

Address: 18 Soho Square, London. W1D 3QL

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

Director

Signature:
Name:

Witness

Signature:
Name:
Address: