Deed of Removal and Appointment of Trustee

#### MASONS ARMS (YORK) LTD EXECUTIVE PENSION SCHEME

Date of Deed :

1. Ian Carter of Whitwell Grange Cottage Whitwell York YO60 7JU (in this Deed called the ‘Continuing Trustee’)

2. Rowanmoor Trustees Limited (Company No: 1846413) whose registered office is situate at Rowanmoor House, 46-50 Castle Street, Salisbury, SP1 3TS (in this Deed called the ‘Outgoing Trustee’)

3. Cranfords Trustees Limited (Company No: 09771053) of International House, Constance Street, London,, Constance Street, London, England, E16 2DQ (in this Deed called the ‘New Independent Trustee’)

4. Rowanmoor Executive Pensions Limited (Company No: 05792242) whose registered office is situated at Rowanmoor House, 46-50 Castle Street, Salisbury, SP1 3TS (in this Deed called the ‘Administrator’)

Recitals

#### MASONS ARMS (YORK) LTD EXECUTIVE PENSION SCHEME (in this Deed called the 'Scheme') is a pension scheme which is now governed by the Deed and Rules dated 24 September 2014, a Deed of Appointment and of Amendment dated 21 October 2014, a Deed of Amendment dated 22 October 2014 and all subsequent amending documentation (in this Deed called the 'Existing Provisions')

1. The Continuing Trustee and Outgoing Trustee are the present Trustees of the Scheme.
2. MASONS ARMS (YORK) LIMITED (Company No: 07112518) (in this Deed called the ‘Principal Employer’) no longer exists and, in accordance with clause 5.3 of the Existing Provisions, its power to appoint and remove Trustees is now to be exercised by the Trustees subject to the consent of the Administrator.
3. The Continuing Trustee and Outgoing Trustee wish to appoint the New Independent Trustee as an Independent Trustee to the scheme, to which the Administrator and the New Independent Trustee have consented.
4. The Continuing Trustee and New Independent Trustee wish to remove the Outgoing Trustee as a trustee to the scheme, to which the Outgoing Trustee and the Administrator have consented.
5. In this Deed (including the recitals) “Effective Date” means the date of this Deed.

Operative provisions

1. The Continuing Trustee and Outgoing Trustee hereby appoint 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, and in accordance with clause 5.3 of the Existing Provisions, the Administrator consents to this appointment.
2. The Continuing Trustee, New Independent Trustee and Outgoing Trustee hereby remove the Outgoing Trustee from its position as a trustee of the Scheme with effect from the Effective Date and in accordance with clause 5.3 of the Existing Provisions. The Administrator has consented to the removal of the Outgoing Trustee.
3. The Continuing Trustee and New Independent Trustee agree 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. The Outgoing Trustee and the Continuing Trustees Dispone and Convey to the Continuing Trustee and the new Trustees as Trustees of the Scheme All and Sundry the assets of the Scheme belonging to the Outgoing Trustee and the Continuing Trustees

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 …………………….. (signature)
Ian Carter acting by

Witness Signature :
 Name :
 Address :

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

Director Signature:
 Name:

Witness Signature:
 Name:
 Address:

The common seal of Rowanmoor Trustees Ltd was here unto affixed in the presence of:

Authorised Signatory:

Authorised Signatory:

The common seal of Rowanmoor Executive Pensions Limited was here unto affixed in the presence of:

Authorised Signatory:

Authorised Signatory: