

DATED: 22 March 2017

(1) PENSION PRACTITIONER.COM LIMITED

-and-

(2) REGISTERED SCHEME ADMINISTRATOR LIMITED

DEED OF NOVATION

THIS DEED OF NOVATION is dated: 22 March 2017

PARTIES

- 1) **PENSION PRACTITIONER.COM LIMITED** whose registered office is situate at Daws House, 33-35 Daws Lane. London. NW7 4SD ("the Original Supplier").
- 2) **REGISTERED SCHEME ADMINISTRATOR LIMITED** whose registered office is situate at Vancouver House 111 Hagley Road Edgbaston Birmingham B16 8LB ("the New Supplier").

BACKGROUND

- I. A supplier agreement was entered into between Trustees of the NGCS Retirement Scheme and the Original Supplier dated 31 August 2014 for provision of administration services (the "Agreement").
- II. The Original Supplier wishes to transfer by Novation all of its rights and obligations under the Agreement to the New Supplier.
- III. The Original Supplier has notified the Scheme of its exercise of its Novation in accordance with clause 17 of the Agreement

IT IS AGREED:

1. DEFINITIONS

Scheme	NGCS Retirement Scheme a scheme registered with HM Revenue and Customs by tax registration number 00816226RX
Novation Date	The Date of this Deed.

2. NOVATION

In consideration of the sum of £100.00, to be paid by the New Supplier to the Original Supplier on the Novation Date and with effect from the Novation Date:-

- 2.1 The Original Supplier is released from their obligations under the Agreement as from the Novation Date, except as provided in clause 3.
- 2.2 The New Supplier agrees to accept as now party to the Agreement in substitution of the Original Supplier.
- 2.3 The New Supplier undertakes to perform the Agreement and be legally bound by its terms and conditions in the manner previously required of the Original Supplier, and all references to the Original Supplier in the Agreement shall be read as references to the New Supplier.

3. PRIOR MATTERS

- 3.1 Nothing in this Deed shall affect or prejudice any claim or demand whatsoever which either the Original Supplier may have against the Scheme relating to matters

arising under or in connection with the Agreement prior to the Effective Date ("Prior Matters").

3.2 Nothing in this Deed shall cause or require the New Supplier to be or become liable or responsible (or assume such liability or responsibility) for, or in connection with, any Prior Matters.

4. VARIATION

The New Supplier shall make all amendments to the Agreement that are necessary to give full effect to the Agreement from the Novation Date in accordance with the provisions of this Deed.

5. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original and which together have the same effect as if each party had signed the same Deed.

6. GOVERNING LAW AND JURISDICTION

This Deed and any disputes or claims arising out of or in connection with its subject matter (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the parties have executed and unconditionally delivered this Deed on the date stated at the beginning of it.

Executed as a Deed by
PENSION PRACTITIONER .COM LIMITED acting by:

M.A. 31
.....
Director

Witness G.A. McCloskey
Name Daws House, 33-35 Daws Lane.
Address London, NW7 4SD
Signature *G.A. McCloskey*

Executed as a Deed by
REGISTERED SCHEME ADMINISTRATOR LIMITED
acting by:

B.M. 2000
.....
Director

Witness G.A. McCloskey
Name Daws House, 33-35 Daws Lane.
Address London, NW7 4SD
Signature *G.A. McCloskey*