Deed of Removal of Trustee

**Prima Services Ltd Pension Plan** 

Date of Deed: 13 April 2013

1. **Prima Services Group Limited** (Company Number 02542471) whose registered office is at Effra House, 34 High Street, Ewell, Epsom, Surrey, KT17 1RW (in this Deed called the Principal Employer)

2. **Donovan John Clarke** of Hill House Cottage, Misbrooks Green Road, Beare Green, Dorking, RH5 4QQ (in this Deed called the Continuing Trustees)

## Recitals

- (A) Prima Services Ltd Pension Plan (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Definitive Trust Deed and Rules dated 09 December 1996 and all subsequent amending deeds (in this Deed called the 'Existing Provisions')
- (B) The Outgoing Trustee is City Trustees Limited (Company No: 03143448) whose registered office is situated at MW House 1 Penman Way, Grove Park, Enderby, Leicester, LE19 1SY
- (C) The Continuing Trustees and the Outgoing Trustee are the present Trustees of the Scheme.
- (D) The Principal Employer wishes to remove the Outgoing Trustee as a Trustee and Independent Trustee of the Scheme under clause 15.1 which vests the power of removal in the Principal Employer. As a consequence of this the Principal Employer will appoint themselves as replacement Administrator for all the purposes of Part 4 Finance Act 2004.
- (E) 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 15.1 of the Existing Provisions and all other powers them enabling hereby removes the Outgoing Trustee as a Trustee and Independent Trustee of the Scheme with effect from the Effective Date.
- 2. The Principal Company in exercise of the power conferred on them by 19.1 of the Existing provisions and all other powers them enabling hereby removes the Outgoing Trustee as Administrator and appoints 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 and Trustee 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 Prima Services Group Limited acting by

Director

Signature:

Name:

Witness

Signature:

Name: SANDY RIDGEWAY Address: I, MUYBRIDGE ROAD

NEW MALDEN SURRRY KT3 36H

SIGNED as a deed, and delivered when dated, by

Donovan John Clarke acting by

Witness

Signature:

Name

: SANDY RIDGEWAY

Address: 1, MUYBRIDGE ROAD

NEW MALDEN

SURREY KT3 3EH.