**DATED**

28th January 2014

# DEED OF APPOINTMENT OF NEW TRUSTEE

relating to the RMS Pension Scheme

**PRIPAK LIMITED**

and

**MR CHARLES REID RUSSELL AND MRS TORILL CATHERINE RUSSELL**

and

**MARK DAY**

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THIS DEED is dated : Twenty Eighth day of January Two Thousand and Fourteen

**PARTIES**

(1) Pripak Limited incorporated and registered in England and Wales with company number 03077100 whose registered office is at 19-21 Swan Street, West Malling, Kent. ME19 6JU (**Principal Employer**).

(2) Charles Reid Russell and Torill Catherine Russell both of 36 Petrel Way, Hawkinge, CT18 7GZ (**Trustees**).

(3) Mark Day of 57 Norrington Road, Maidstone, ME15 9XD (**New Trustee**).

**BACKGROUND**

(A) The Scheme is governed by the Deed and Rules. This deed is supplemental to the Deed and Rules, and the deeds set out in the Schedules.

(B) The Principal Employer is the present principal employer under the Scheme.

(C) The Continuing Trustees are the present trustees of the Scheme.

(D) Clause 4.1 of the Deed and Rules provides that the Principal Employer appoint further trustees to the Scheme.

(E) The Principal Employer wishes to appoint the New Trustee to be a trustee of the Scheme.

(F) The New Trustee will be an independent trustee and is a member of a professional body and independent of the Principal Employer and Continuing Trustees.

**AGREED TERMS**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

**Deed and Rules:** the definitive trust deed and rules dated 29th July 2013 made between the Principal Employer and the Trustees.

**PA 1995:** Pensions Act 1995.

**Scheme:** RMS Pension Scheme

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made.

1.11 A reference to **writing** or **written** includes fax.

1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.13 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

1.14 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. APPOINTMENT OF NEW TRUSTEE

2.1 With effect from the date of this deed and in accordance with clause 4.1 of the Deed and Rules, the Principal Employer appoints the New Trustee to be a trustee of the Scheme to act jointly with the Continuing Trustees.

2.2 The New Trustee consents to act as a trustee of the Scheme jointly with the Continuing Trustees.

2.3 The Continuing Trustees consent to the appointment of the New Trustee.

2.4 The Scheme Assets vest in the Continuing Trustees jointly with the New Trustee with effect from the date of this deed.

## 3. COUNTERPARTS

3.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

4. **GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

5. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**SCHEDULES**

1. Trust Deed and Rules dated 29 July 2013

2. Deed of Removal and Appointment of Administrator dated 24th January 2014

3. Deed of Amendment dated 27th January 2014

Executed as a deed by Pripak Limited
acting by :

.....
Director

.....
Director/Secretary

Signed as a deed by Charles Reid
Russell
in the presence of:

.....
Name: DANIEL HINTON
Address: 28 The Maltings, Carpenters Lane
Hadlow, Kent TN11 0DW

.....

Signed as a deed by Torill Catherine
Russell
in the presence of:

.....
Name: DANIEL HINTON
Address: 28 The Maltings, Carpenters Lane,
Hadlow, Kent. TN11 0DW

.....
28/1/14.

Signed as a deed by Mark Day
in the presence of:

.....
Name: MISS VICTORIA PEARSON
Address: 2C WESTERN ROAD
MAIDSTONE
KENT
ME16 8NE.