DATED

24th January 2014

DEED OF REMOVAL AND APPOINTMENT OF NEW REGISTERED ADMINISTRATOR

relating to the RMS Pension Scheme

between

PRIPAK LIMITED

and

MR CHARLES REID RUSSELL AND MRS TORILL CATHERINE RUSSELL

and

PENSION PRACTITIONER.COM LIMITED

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This deed is dated: Twenty Fourth 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 of 36 Petrel Way, Hawkinge, Folkestone, Kent, CT18 7GZ, United Kingdom and Torill Catherine Russell of 36 Petrel Way, Hawkinge, Folkestone, Kent, CT18 7GZ, United Kingdom (**Trustees**).

(3) Pension Practitioner.com Limited, a company incorporated and registered in England and Wales with company number 06028668, whose registered office is at Daws House, Daws Lane, Mill Hill, London, NW7 4SD (**New Administrator**).

BACKGROUND

(A) The Scheme is governed by the Deed and Rules. This deed is supplemental to the Deed and Rules.

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

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

(D) Scion Pension Administration Ltd, a company incorporated and registered in England and Wales with company number 08363206, whose registered office is at Low Grange, High Horse Close Wood, Rowlands Gill, England, NE39 1BQ ("Outgoing Administrator") is presently the Administrator of the Scheme..

(E) The Principal Employer wishes to remove the Outgoing Administrator as Administrator of the Scheme in accordance with clause 11.3 of the Deed.

(F) The Principal Employer wishes to appoint the New Administrator to be Administrator of the Scheme.

(G) The Principal Employer does not require consent from the Outgoing Administrator to their removal.

(H) Clause 11.3 of the Deed provides that the Principal Employer may appoint a replacement Administrator to the Scheme provided that the replacement of the Outgoing Administrator is effective at the same date.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply in this deed.

Deed: the definitive trust deed dated 29 July 2013, made between the Principal Employer and the trustees then in office.

Rules: the rules attached to the Deed.

Scheme: RMS Pension Scheme.

Administrator: Shall mean the Registered Administrator for the purposes of Finance Act 2004.

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) and that person's legal and personal representatives, successors and permitted assigns.

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 include the plural and in the plural 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 a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.9 References to clauses and schedules are to the clauses and schedules of this deed; references to paragraphs are to paragraphs of the relevant schedule.

2. REMOVAL AND APPOINTMENT

2.1 With effect from the date of this Deed and

(a) in accordance with clause 11.3 of the Deed, the Principal Employer removes the Outgoing Administrator as Administrator of the Scheme and is discharged from the trusts and provisions of the Scheme; and

(b) in accordance with clause 11.3 of the Deed, the Principal Employer appoints the New Administrator as Administrator of the Scheme to act for the Provider and Trustees in place of the Outgoing Administrator.

2.2 The Trustees consent to the appointment of the New Administrator.

3. COUNTERPARTS

This deed may be executed in any number of counterparts (but shall not be effective until each party has executed at least one counterpart), each of which, when executed and delivered, shall be an original and which together shall have the same effect as if each party had executed and delivered the same document.

4. GOVERNING LAW

4.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the law of England and Wales.

4.2 The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this deed or its subject matter.

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

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: MICHELLE CHRISTIE
Address: 44 STOCKS GREEN ROAD
HILDENBOROUGH KENT TN11 9AD

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

Name: MICHELLE CHRISTIE
Address: 44 STOCKS GREEN ROAD
HILDENBOROUGH KENT TN11 9AD

Executed as a deed by Pension
Practitioner.com Limited acting by:

Director

in the presence of:

Name: G. MCCLOSKEY.
Address: 22 HOTHAM.
EATON HSG
LONDON. E14 9QN.