

**Deed of Removal and Appointment of New
Registered Administrator**

relating to

Rooney Wealth SSAS

This deed is dated: 25/4/2021

Parties

- (1) Edward Rooney, Margaret Jan Rooney, Declan Todd Rooney and Megan Rooney all of 23 Jerviswood Drive, Cleghorn, Lanark, ML11 7RT ("in this Deed called the **"Member Trustees"**);
- (2) RC Trustees Limited (Company No: 13042237) whose registered office is situate at 1a Park Lane, Poynton, Stockport, Cheshire, SK12 1RD (in this Deed called the **"Independent Trustee"**); and
- (3) RC Administration Limited (Company No: 12409200) whose registered office is situate at 1a Park Lane, Poynton, Stockport, Cheshire, SK12 1RD (in this Deed called the **"New Scheme Administrator"**)

Background

- (A) The Scheme is a registered pension scheme established by the Deed and is currently governed by the Rules, this Deed is supplemental to the Deed and Rules.
- (B) The Member Trustees and the Independent Trustee are the present trustees of the Scheme.
- (C) The present Scheme Administrator in the Existing Provisions is Empowered Pensions Limited (Company No: 04735293) whose registered office is situated at Carts & Wagons Felcourt Farm, Felcourt Road, East Grinstead, England, RH19 2LQ (in this Deed called the **"Outgoing Scheme Administrator"**).
- (D) Pursuant to Clause 11.1 of the Existing Provisions, the Trustees may appoint a person who satisfies the criteria in section 270(2) of the Act to act as the Scheme Administrator and may remove any such person from acting as the Scheme Administrator.
- (E) The Member Trustees and the Independent Trustee wish to remove the Outgoing Scheme Administrator as Administrator of the Scheme and to appoint the New Scheme Administrator as a replacement Administrator in accordance with clause 11.1 of the Existing Provisions.
- (F) The Trustees do not require consent from the Outgoing Scheme Administrator to their removal.

Agreed terms

1. INTERPRETATION

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

Deed: the Definitive Trust Deed dated 16th December 2018, made between the Principal Employer and the trustees then in office.

Rules: the Rules adopted by a Trust Deed dated 16th December 2018.

Scheme: Rooney Wealth SSAS

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

- 1.1** Clause, schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.2** 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.
- 1.3** 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.
- 1.4** A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5** Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7** 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.
- 1.8** 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 11.1 of the Existing Provisions the Trustees remove the Outgoing Scheme Administrator as Administrator of the Scheme who is now discharged from the trusts and provisions of the Scheme; and
 - (b) in accordance with clause 11.1 of the Existing Provisions the Trustees appoint the New Scheme Administrator to be the Registered Administrator of the Scheme to fulfil those requirements under Finance Act 2004 necessary for the continued tax registration and maintenance of the Scheme.
- 2.2** The New Scheme Administrator consents to their appointment as the new Administrator for the Scheme.
- 2.3** Any deed, decision or resolution undertaken prior to the execution of this deed will not be invalidated by the execution of this deed.

3. GOVERNING LAW

- 3.1** 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.
- 3.2** 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.

4. SIGNING PROVISIONS

- 4.1** Electronic signatures adopted in accordance with Electronic Signatures Regulation 2002 (SI 2002 No. 318), whether digital or encrypted, by any and all the parties included in this document are intended to authenticate this document and shall have the same force and effect as manual signatures.
- 4.2** Delivery of a copy of this document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

This document has been executed as a deed and is delivered on the date shown at the beginning of this deed.

Signed as a Deed and delivered
when dated by a Director of:
RC Trustees Limited

Signature: 70C85E1474424CA...

in the presence of:

Signature: 46F72D75C9964AA...
Name: Emily Mcalister

Serving Address: 1A Park Lane
Poynton
Cheshire
SK12 1RD

Signed as a Deed and delivered
when dated by a Director of:
RC Administration Limited

Signature:  DocuSigned by:
70C85E1474424CA...

in the presence of:

Signature:  DocuSigned by:
46F72D75C9964AA...
Name: Emily Mcalister

Serving Address: 1A Park Lane
Poynton
Cheshire
SK12 1RD

Signed as a Deed and delivered
when dated by
Edward Rooney

Signature:  DocuSigned by:
84F4D963FB97453...

in the presence of:

Signature:  DocuSigned by:
46F72D75C9964AA...
Name: Emily Mcalister

Serving Address: 1A Park Lane
Poynton
Cheshire
SK12 1RD

Signed as a Deed and delivered
when dated by
Margaret Jan Rooney

Signature:  DocuSigned by:
72F5E7CAD75F412...

in the presence of:

Signature:  DocuSigned by:
46F72D75C9964AA...
Name: Emily Mcalister

Serving Address: 1A Park Lane
Poynton
Cheshire
SK12 1RD

Signed as a Deed and delivered
when dated by
Declan Todd Rooney

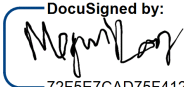
Signature: 9806E91B1D6F46F...

in the presence of:

Signature: 46F72D75C9964AA...
Name: Emily Mcalister

Serving Address: 1A Park Lane
Poynton
Cheshire
SK12 1RD

Signed as a Deed and delivered
when dated by
Megan Rooney

Signature: 72F5E7CAD75F412...

in the presence of:

Signature: 46F72D75C9964AA...
Name: Emily Mcalister

Serving Address: 1A Park Lane
Poynton
Cheshire
SK12 1RD