

Deed of Removal and Appointment of Trustee

The Abbeycolor Self-Administered Pension Fund

Date of Deed :

Parties

1. **Simon Madin** of 45 Fairview Dr, Bayston Hill Shrewsbury, SY3 0LD, **Janet Madin** of The Paddocks, 9 Parrys Close, Bayston Hill, Shrewsbury, SY3 0HP and **Giles Madin** of Mount House, The Bank, Pontesbury, SY5 0XX (in this Deed called the '**Continuing Trustees**'); and
2. **Rowanmoor Trustees Limited** (Company No: 01846413) whose registered office is situate at Rowanmoor House, 46-50 Castle Street, Salisbury, SP1 3TS (in this Deed called the '**Outgoing Independent Trustee**'); and
3. **Rowanmoor Executive Pensions Limited** (Company No: **05792242**) whose registered office is situate at Rowanmoor House, 46-50 Castle Street, Salisbury, SP1 3TS (in this Deed called the '**Outgoing Administrator**'); and
4. **RC Trustees Limited** (Company No: 13042237) whose registered office is situate at 1a Park Lane, Poynton, Stockport, Cheshire, United Kingdom, SK12 1RD (in this Deed called the '**New Independent Trustee**').
5. **RC Administration Limited** (Company No: 12409200) whose registered office is situate at 1a Park Lane, Poynton, Stockport, Cheshire, United Kingdom, SK12 1RD (in this Deed called the '**New Scheme Administrator**')

Recitals

1. **The Abbeycolor Self-Administered Pension Fund** (in this Deed called the '**Scheme**') is a pension scheme which is now governed by a Trust Deed dated 26 October 2001 and all subsequent amending deeds and documentation (in this Deed called the '**Existing Provisions**').
2. The Continuing Trustees and the Outgoing Independent Trustee are the present Trustees of the Scheme. In this Deed they are known as the "**Trustees**".
3. The Outgoing Scheme Administrator is the present Scheme Administrator.
4. Scheme Administrator means the scheme administrator as specified in the Existing Provisions.
5. All powers and discretions are vested in the Trustees, subject to the consent of the Scheme Administrator.
6. Clause 5.3 of the Existing Provisions, in the absence of a sponsoring employer, the power of appointment and removal of trustees is vested in the Trustees with the consent of the Outgoing Scheme Administrator.
7. Clause 3.3 of the Existing Provisions, in the absence of a sponsoring employer, the power of appointment and removal of the Scheme's registered administrator is vested in the Trustees with the consent of the Outgoing Scheme Administrator.
8. The Trustees, with the consent of the Outgoing Scheme Administrator, are desirous to appoint the New Independent Trustee to the position of Independent Trustee of the Scheme.

9. The Trustees, with the consent of the Outgoing Scheme Administrator, are desirous to remove the Outgoing Independent Trustee from the position of Independent Trustee.
10. The Trustees, with the consent of the Outgoing Scheme Administrator, are desirous to remove the Outgoing Scheme Administrator from the position of registered administrator to the Scheme and replace them with the New Scheme Administrator.
11. In this Deed (including the recitals) "**Effective Date**" means the date of this Deed.

NOW THIS DEED WITNESSETH THAT

1. The Trustees, in exercise of the power vested in them by the Existing Provisions and with the consent of the Outgoing Scheme Administrator, hereby remove the Outgoing Independent Trustee from the position of Independent Trustee and remove the Outgoing Scheme Administrator from the duty of registered administrator to the Scheme with effect from the Effective Date.
2. The Trustees, in exercise of the power invested in them by the Existing Provisions and with the consent of the Outgoing Scheme Administrator, hereby appoint the New Independent Trustee to the position of Independent Trustee and appoint the New Scheme Administrator to the position of registered administrator of the Scheme.
3. The New Independent Trustee and the Continuing Trustees hereby covenant to act together for all of the purposes of the Scheme.
4. The Outgoing Independent Trustee and the Continuing Trustees Dispose and Convey to the Continuing Trustees and the New Independent Trustee as Trustees of the Scheme All and Sundry the assets of the Scheme belonging to the Outgoing Independent Trustee and the Continuing Trustees.
5. The Outgoing Scheme Administrator is discharged fully of its liabilities as registered administrator to the Scheme under the Finance Act 2004.