

Deed of Removal and Appointment of Trustee

Thenisse Executive Pension Scheme

Date of Deed : 01 October 2019

Parties

1. **Stuart Edward Hall** of 11 Willow Drive, Hook Goole DN14 5PT (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. **Cranfords Trustees Limited** (Company No: 09771053) whose registered office is situate at International House, Constance Street, London, England, E16 2DQ (in this Deed called the '**New Independent Trustee**').

Recitals

1. **Thenisse Executive Pension Scheme** (in this Deed called the '**Scheme**') is a pension scheme which is now governed by an Interim Trust Deed dated 23 July 2014, a Definitive Trust Deed and Rules adopted by a Deed of Amendment and of Appointment dated 08 August 2014 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. THENISSE LTD Company number 09131789 is dissolved and 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, vests the power of appointment and removal of trustees 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, vests the power of appointment and removal of the Scheme's registered administrator in the Trustees with the consent of the Outgoing Scheme Administrator.
8. The Trustees, are desirous to appoint the New Independent Trustee to the position of Independent Trustee and registered administrator to the Scheme to act together with the General Trustee with immediate effect.

9. In this Deed (including the recitals) “**Effective Date**” means the date of this Deed.

NOW THIS DEED WITNESSETH THAT

1. The Principle Employer in exercise of the power vested in them by the Existing Provisions hereby remove the Outgoing Independent Trustee from the duty 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 Principle Employer 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 registered administrator of the Scheme with effect from the Effective Date.
3. The New Independent Trustee and the General Trustee hereby covenant to act together for all of the purposes of the Scheme.
4. The Outgoing Independent Trustee and the General Trustees Dispose and Convey to the General Trustee 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 General Trustee.
5. The Outgoing Scheme Administrator is discharged fully of its liabilities as registered administrator to the Scheme under the Finance Act 2004.

Executed as a Deed by Affixing The common seal of Rowanmoor Trustees Limited in the presence of :

Authorised Signatory:

Authorised Signatory:

Executed as a Deed by Affixing The common seal of Rowanmoor Trustees Limited in the presence of :

Authorised Signatory:

Authorised Signatory:

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 S. L. HALL (signature)
Stuart Hall

Witness Signature: [Signature]
Name : CHRISTOPHER GIBSON
Address : THE OAKLEY
KIDDERMINSTER ROAD
DRAGTWICH
WR9 9AY

SIGNED as a deed, and delivered when dated,
by **Cranfords Trustees Limited**
acting by

Director Signature: [Signature]
Name: PAUL DAVIES

Witness Signature: L Davies
Name: LOUISE DAVIES
Address: 2 PARK TERR CF46 6ST