

**Deed of Removal and Appointment of Trustee**

**Zoerewolb Ltd Executive Pension Scheme**

Date of Deed : 06 September 2019

### Parties

1. **Steven Blower** of 2 St Davids Close, Cheltenham, GL51 3HL (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. **Zoerewolb Ltd Executive Pension Scheme** (in this Deed called the '**Scheme**') is a pension scheme which is now governed by an Interim Trust Deed dated 30 January 2014, a Definitive Trust Deed and Rules adopted by a Deed of Amendment and of Appointment dated 31 January 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. ZOEREWOLB LIMITED Company number 08844481 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, with the consent of the Outgoing Scheme Administrator, 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. The Trustees, with the consent of the Outgoing Scheme Administrator, are desirous to remove the Outgoing Independent Trustee from the position of Independent Trustee and the Outgoing Scheme Administrator from the position of registered administrator to the Scheme with effect from the Effective Date.
10. 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 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 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 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.


~~The common seal of Rowanmoor Trustees Limited was here unto affixed in the presence of:~~

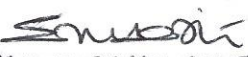
IN WITNESS OF WHICH this document is executed as a Deed and is delivered on the date stated above.

SIGNED as a deed, and delivered when dated, by  (signature)  
**Steven Blower**

Witness      Signature:   
Name : CHRISTOPHER GIBSON  
Address : THE OAKLEY  
            KIDDERMINSTER ROAD  
            DROITWICH  
            WR9 9AY

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

Director      Signature:   
Name: PAUL DAVIES

Witness      Signature:   
Name: EMMA MEUSTER  
Address: Venture Wales Building  
            Merthyr Tydfil Ind. Park  
            CF48 4DR

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

Authorised Signatory:

JAKing

Authorised Signatory:

*[Signature]*

Executed as a Deed by affixing

The common seal of **Rowanmoor Executive Pensions Limited** was hereunto affixed in  
the presence of:

Authorised Signatory:

Namij

Authorised Signatory:

Gloosen

