

Deed of Removal and Appointment of Trustee

HANLEY 1950 LTD EXECUTIVE PENSION SCHEME

Date of Deed : 06/09/2019

Parties

1. Hanley 1950 Ltd (Company No:08722953) whose registered office is situate at 3 Hanly Court, Caister-On-Sea, Great Yarmouth, Norfolk, NR30 5XB (in this Deed called the 'Principal Employer');
2. Jeffrey Woithe of 3 Hanly Court, 3 Hanly Court, Caister-On-Sea, Great Yarmouth, Norfolk NR30 5XB (in this Deed called the 'Continuing Trustee');
3. Rowanmoor Trustees Limited (01846413) whos registered office is situate at Rowanmoor House, 46-50 Castle Street, Salisbury, Wiltshire, SP1 3TS (in this Deed called the 'Outgoing Trustee');
4. Rowanmoor Executive Pensions Limited (05792242) whos registered office is situate at Rowanmoor House, 46-50 Castle Street, Salisbury, Wiltshire, SP1 3TS (in this Deed called the 'Outgoing Scheme Administrator');
5. 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

- (A) HANLEY 1950 LTD EXECUTIVE PENSION SCHEME (in this Deed called the 'Scheme') is a pension scheme which is now governed by the Deed and Rules dated 9 December 2013, a Deed of Appointment and of Amendment dated 6 January 2014, a Deed of Amendment dated 7 January 2014 and all subsequent amending documentation
- (B) The Continuing Trustee and the Outgoing Independent Trustee are the present Trustees of the Scheme.
- (C) The Outgoing Scheme Administrator who is the present registered administrator to the scheme is Rowanmoor Executive Pensions Limited (05792242) whose registered office is situate at Rowanmoor House, 46 - 50 Castle Street, Salisbury, Wiltshire, SP1 3TS.
- (D) The Principal Employer, in accordance with clause 5.3 of the Existing Provisions, and with the consent of the scheme administrator, has the power to appoint and remove Trustees, ensuring at all times that the Scheme has an independent Trustee.
- (E) The Principal Employer wishes to appoint the New Independent Trustee as an Independent Trustee to the Scheme, to which the Outgoing Scheme Administrator consents.
- (F) The Principal Employer wishes to remove the Outgoing Independent Trustee as a Trustee to the Scheme, to which the Outgoing Scheme Administrator consents.
- (G) The Principal Employer has given 30 Days Notice to the Outgoing Scheme Administrator of their removal in accordance with clause 3.3 of the Scheme Rules and the New Independent Trustee shall takeover the responsibilities of Outgoing Scheme Administrator with effect from the Effective Date.
- (H) In this Deed (including the recitals) "Effective Date" means 30 days from the date of this Deed.

Operative Provisions

1. Pursuant to clause 5.3 of the Existing Provisions, the Principal Employer hereby removes the Outgoing Independent Trustee from its position as a Trustee of the Scheme with effect from the Effective Date. The Scheme Administrator consents to this removal.
2. Pursuant to clause 5.3 of the Existing Provisions, the Principal Employer hereby appoints the New Independent Trustee as an Independent Trustee to the Scheme with effect from the Effective Date. The New Independent Trustee and the Outgoing Scheme Administrator consents to this appointment.
3. The Continuing Trustee and Outgoing Independent Trustee agree to vest in the Continuing Trustee and New Independent Trustee the Trusts of the Scheme and all assets of the Scheme.
4. The Continuing Trustee and New Independent Trustee agree to take all reasonable steps to remove the Outgoing Independent Trustee from the Trusts of the Scheme and any of the assets of the Scheme held in the name of the Outgoing Independent Trustee (jointly or alone), including the removal of the name of the Outgoing Independent Trustee from any relevant registration at HM Land Registry.
5. Pursuant to clause 3.3 of the Existing Provisions, the Principal Employer hereby removes the Outgoing Scheme Administrator from its position as a Scheme Administrator and the New Independent Trustee is appointed as Scheme Administrator with effect from the Effective Date. The Outgoing Scheme Administrator consents to this.
6. The Outgoing Trustee and the Continuing Trustees Dispose and Convey to the Continuing Trustee and the new Trustees as Trustees of the Scheme All and Sundry the assets of the Scheme belonging to the Outgoing Trustee and the Continuing Trustees.

Signing and Delivery

7. 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.
8. 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.

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

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 X Jeffrey Woithe (signature)
Jeffrey Woithe

Witness Signature: M Carrick
Name: MIRANDA J. CARRICK
Address: 15 WODEHOUSE ST
NORWICH
NORFOLK NR3 4TY

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

Director Signature: [Signature]
Name: PAN DAVE

Witness Signature: L Davis
Name: LOUISE DAVIES
Address: 2 PARK TCE
CF46 0BT

THE COMMON SEAL OF **ROMANMODE TRUSTEES LTD** WAS HERE INTO AFFIXED
IN THE PRESENCE OF:

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

[Signature]
[Signature]

THE COMMON SEAL OF **ROMANMODE EXECUTIVE
PENSIONS LIMITED** WAS HERE INTO AFFIXED IN THE
PRESENCE OF:

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

[Signature]
[Signature]

