

DATED

2019

G WHITESIDE INVESTMENTS LTD SSAS

Gary Whitesides

Joanne Mary Whitesides

Cranfords Trustees Limited

Rowanmoor Trustees Limited

Rowanmoor Executive Pensions Limited

DEED OF APPOINTMENT AND REMOVAL

THIS DEED OF APPOINTMENT AND REMOVAL is made on the day of2019

Parties

- 1) **Gary Whitesides and Joanne Mary Whitesides** both of 8 Cricketers Close, Fakenham. NG21 8GZ (the **"Continuing Trustee"**) and
- 2) **Cranfords Trustees Limited** (company number **09771053**) whose registered office is at International House, Constance Street, London, England, E16 2DQ (in this deed called the 'Independent Trustee') (the **"New Independent Trustee"**) and
- 3) **Rowanmoor Trustees Limited** (company number 1846413) whose registered office is at Rowanmoor House, 46 - 50 Castle Street, Salisbury, Wiltshire, SP1 3TS (the **"Outgoing Trustee"**) and
- 4) **Rowanmoor Executive Pensions Limited** (company number 05792242) whose registered office is at Rowanmoor House, 46 - 50 Castle Street, Salisbury, Wiltshire, SP1 3TS (the **"Administrator"**)

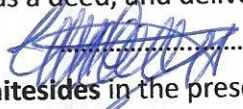
Recitals

- (A) **G WHITESIDE INVESTMENTS LTD SSAS** (in this Deed called the **"Scheme"**) is a pension scheme which is now governed by the Interim Deed dated the 10 December 2013, a Deed of Appointment and Amendment dated the 10 December 2013, and a Deed of Appointment dated 4 June 2015 and all subsequent amending deeds and documentation (in this Deed called the **"Existing Provisions"**)
- (B) The Continuing Trustee and the Outgoing Trustee are the present Trustees of the Scheme.
- (C) G Whiteside Investments Limited (Company No: 08613464) cited in the existing provisions as the Principal Employer no longer exists and, in accordance with clause 5.3 of the Existing Provisions, its power to appoint and remove Trustees is now to be exercised by the Trustees subject to the consent of the Administrator.
- (D) The Continuing Trustee and Outgoing Trustee wish to appoint the New Independent Trustee as an Independent trustee to the scheme, to which the Administrator and the New Independent Trustee have consented.
- (E) The Continuing Trustee and New Independent Trustee wish to remove the Outgoing Trustee as a trustee to the scheme, to which the Outgoing Trustee and the Administrator have consented.
- (F) In this Deed (including the recitals) **"Effective Date"** means the date of this Deed.

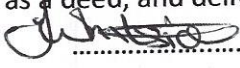
Operative provisions

1. The Continuing Trustee and Outgoing Trustee hereby appoint the New Independent Trustee as an Independent Trustee to the Scheme with effect from the Effective Date. The New Independent Trustee consents to their appointment, and in accordance with clause 5.3 of the Existing Provisions, the Administrator consents to this appointment.
2. The Continuing Trustee and Outgoing Trustee agree to vest in the Continuing Trustee and New Independent Trustee the Trusts of the Scheme and all assets of the Scheme.
3. The Continuing Trustee, the New Independent Trustee and Outgoing Trustee hereby remove the Outgoing Trustee from its position as a trustee of the Scheme with effect from the Effective Date and in accordance with clause 5.3 of the Existing Provisions. The Administrator has consented to the removal of the Outgoing Trustee.
4. The Continuing Trustee and New Independent Trustee agree to take all reasonable steps to remove the Outgoing Trustee from the Trusts of the Scheme and any of the assets of the Scheme held in the name of the Outgoing Trustee (jointly or alone), including the removal of the name of the Outgoing Trustee from any relevant registration at HM Land Registry.

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)
Gary Whitesides in the presence of:


Witness Signature: *H. Clarke*
Name : *H. CLARKE*
Address : *4 CRICKETERS CLOSE*
FAKENHAM NR218GZ

SIGNED as a deed, and delivered when dated,
by  (Signature)
Joanne Whitesides in the presence of:

Witness Signature: *H. Clarke*
Name : *H. CLARKE*
Address : *4 CRICKETERS CLOSE*
FAKENHAM NR218GZ

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

acting by

Director Signature: 
Name : *PAUL DAVIES*

Witness Signature: *L. Davies*
Name : *LOUISE DAVIES*
Address : *2, PARK TERR*
TRELEWIS

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

Authorised Signatory: *T.L. Gibbs*

Authorised Signatory: *Namij*



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

Authorised Signatory: *[Signature]*

Authorised Signatory:



Dated:

Trust Deed

adopting replacement provisions governing

G WHITESIDE INVESTMENTS LTD SSAS

Parties

1. **Gary Whitesides and Joanne Whitesides** both of 8 Cricketers Close, Fakenham. NG21 8GZ (in this deed called the 'Trustees')
2. **Cranfords Trustees Limited** (company number **09771053**) whose registered office is at International House, Constance Street, London, England, E16 2DQ (in this deed called the 'Independent Trustee')

Recitals

- (A) **G WHITESIDE INVESTMENTS LTD SSAS** (in this Deed called the "**Scheme**") is a pension scheme which is now governed by the Interim Deed dated the 10 December 2013, a Deed of Appointment and Amendment dated the 10 December 2013, and all subsequent amending deeds and documentation (in this Deed called the "**Existing Provisions**")
- (B) It is intended to replace the Existing Provisions in their entirety.
- (C) The power of alteration and amendment is set out in 22.1 of the Existing Provisions.

Operative provisions

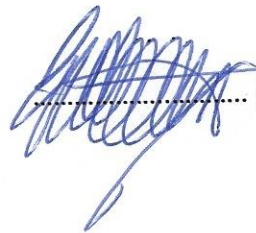
1. Each Trustee who is a member by his execution of this deed gives his consent as a member to any and all modifications made by this deed, and confirms that he has had a reasonable opportunity to make representations to the other Trustees about the modifications, and that he is aware that the consent requirements apply in his case in respect of the modifications. Words given a specific meaning for the purposes of section 67 of the Pensions Act 1995 shall have the same meaning in this clause.
2. Pursuant to clause 22.1 of the Existing Provisions, those Existing Provisions shall cease to have effect and the Scheme shall be governed by the attached Rules with effect from the date of this deed:

PROVIDED THAT:

- 2.1 the power in Rule 3.1 (Power of Amendment) may be exercised by the Trustees.
- 2.2 the power in Rule 4.1 (Trustees Appointment and Removal) may be exercised by the Trustees
3. The provisions of this deed shall have effect on and from its date.

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
Gary Whitesides in the presence of:

 (Signature)

Witness Signature: *H. Clarke*
Name : *H. CLARKE*
Address : *4 CRICKETERS CLOSE*
FAKENHAM NR21 8GZ


SIGNED as a deed, and delivered when dated, by
Joanne Whitesides in the presence of:

 (Signature)

Witness Signature: *H. Clarke*
Name : *H. CLARKE*
Address : *4 CRICKETERS CLOSE*
FAKENHAM. NR21 8GZ

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

acting by

Director Signature: 
Name : *Pam DAVIES*

Witness Signature: *L. Davies*
Name : *LOUISE DAVIES*
Address : *2, PARK TCE TREDEGOWS*