

Deed of Removal and Appointment of Trustee
Innerwyke Engineering Limited Executive Pension Scheme

Date of Deed:

27th May 2020

Parties

1. **Hugh Jordan** of Flat 3, Lynden Road, Bognor Regis, PO21 2AP (in this Deed called the '**Continuing Trustee**'); 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. **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) **Innerwyke Engineering Limited Executive Pension Scheme** (in this Deed called the '**Scheme**') is a pension scheme which is was established by an Interim trust Deed dated 7th January 2014 and is now governed by Rules adopted by a Deed of Appointment and of Amendment dated 7th January 2014 as amended by a Deed of Amendment dated 8th January 2014 and all subsequent amending deeds and documentation (in this Deed called the '**Existing Provisions**')
- (B) The Continuing Trustee and the Outgoing Independent Trustee are the present trustees of the Scheme (in this Deed called the '**Trustees**').
- (C) Innerwyke Engineering Limited (Company No 08817269) (in this Deed called the '**Former Principal Employer**') was the principal sponsoring employer to the Scheme.
- (D) The Former Principal Employer was dissolved on 3rd September 2019.
- (E) Following the dissolution of the Former Principal Employer, and in accordance with clause 5.3 of the Existing Provisions, the power to appoint and remove trustees and the power to remove the Scheme Administrator is now vested in the Trustees, subject to the consent of the Administrator.
- (F) Following the removal of Rowanmoor Executive Pensions Limited as Scheme Administrator by a Letter of Notice dated 7th December 2019 (and subsequent expiration of the required notice period), and in accordance with Clause 3.3 of the Existing Provisions, the Continuing Trustee is the present Scheme Administrator (in this Deed called the '**Administrator**').
- (G) The Trustees 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.
- (H) The Trustees wish to remove the Outgoing Independent Trustee as a trustee to the scheme, to which the Administrator has consented.
- (I) In this Deed (including the recitals) "**Effective Date**" means the date of this Deed.

Operative provisions

1. In exercise of Clause 5.3 of the Existing Provisions and with the consent of the Administrator, the Trustees hereby appoint the New Independent Trustee as an Independent Trustee to the Scheme with effect from the Effective Date.
2. The New Independent Trustee consents to their 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. In exercise of Clause 5.3 of the Existing Provisions, and with the consent of the Administrator, the Trustees hereby remove the Outgoing Independent Trustee from its position as a trustee of the Scheme with effect from the Effective Date.
5. The Continuing Trustee and New Independent Trustee hereby covenant to act together for all of the purposes of the Scheme and 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.

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

Hugh Jordan

(signature)



Witness

Signature:



Name:

D. Hutchings

Address:

14 Furzeland Way
Sayers Common

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

Director

Signature:



Name:

PAUL DAVIES

Witness

Signature:

L Davies

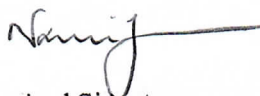
Name:

LOUISE DAVIES

Address:

2, Park Tce Trelewis

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



Authorised Signatory:



Authorised Signatory:

