

8/2/18 Rd  
17/9/18

Dated 23<sup>rd</sup> October 2006

**R T QUAIFE ENGINEERING LIMITED**

**MICHAEL JOHN QUAIFE**

**SHARON QUAIFE-HOBBS**

**JAMES HAY PENSION TRUSTEES LIMITED**

**ROWANMOOR TRUSTEES LIMITED**

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**DEED OF APPOINTMENT AND  
REMOVAL OF TRUSTEE AND OF  
AMENDMENT**

**relating to the R T Quaife  
Engineering Ltd Small Self  
Administered Scheme**

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**ADDLESHAW GODDARD**

This Deed of Appointment and Removal of Trustee and of Amendment is made on 23<sup>rd</sup>  
October 2006

**Between**

- (1) **R T Quaife Engineering Ltd** (Company No. 00853413), whose registered office is at Vestry Road Offord Sevenoaks TN14 5EL (**Principal Employer**); and
- (2) **Michael Quaife** of The Chesnuts Springwood Park Tonbridge TN11 6LZ and **Sharon Quaife-Hobbs** of Beech House Yardley Park Road Tonbridge TN9 1NF (**Member Trustees**)
- (3) **James Hay Pension Trustees Limited (James Hay)** (Company No. 01435887) whose registered office is at Rowanmoor House 46-50 Castle Street Salisbury Wiltshire SP1 3TS (**Retiring Trustee**)
- (4) **Rowanmoor Trustees Limited** (Company No. 1846413) whose registered office is at Rowanmoor House 46-50 Castle Street Salisbury Wiltshire SP1 3TS (**New Trustee**).

**Whereas**

- (A) This deed is supplemental to (inter alia) the current definitive trust deed and rules of the R T Quaife Engineering Ltd Small Self Administered Scheme (**Scheme**) dated the 23rd day of June Two Thousand and Five (**Definitive Deed**) and all subsequent amending documentation (if any).
- (B) The Principal Employer is the current principal employer of the Scheme and the Member Trustees (which for the purposes of this deed includes all trustees of the Scheme other than James Hay whether or not they are actually members of the Scheme) together with the Retiring Trustee are the present trustees of the Scheme.
- (C) The Definitive Deed contains a power to amend the provisions of the Scheme.
- (D) In accordance with the amendment power contained in the Definitive Deed the Principal Employer and the trustees of the Scheme wish to formally amend the provisions of the Scheme as set out below.
- (E) The requirements for consent are met to the extent (if any) required by section 67 Pensions Act 1995.
- (F) By the provisions of the Definitive Deed (as amended by this deed), the Principal Employer may by deed appoint new or additional trustees of the Scheme or remove any trustee of the Scheme.
- (G) The Principal Employer wishes to appoint the New Trustee as a trustee of the Scheme with effect from the Effective Date and the New Trustee has agreed so to act.
- (H) The Retiring Trustee wishes to be removed as a trustee of the Scheme with effect from the Effective Date and to be discharged from the trusts of the Scheme.
- (I) The Member Trustees, the New Trustee and the Principal Employer consent to the discharge of the Retiring Trustee as a trustee with effect from the Effective Date.
- (J) Notwithstanding the removal of the Retiring Trustee as a trustee of the Scheme with effect from the Effective Date, all parties to this deed have agreed that with effect from the Effective

Date the Retiring Trustee shall be or, in the case of an Effective Date falling after 6 April 2006, continue as the Scheme administrator for the purposes of section 270 of the Finance Act 2004.

### Operative Part

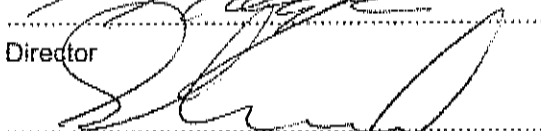
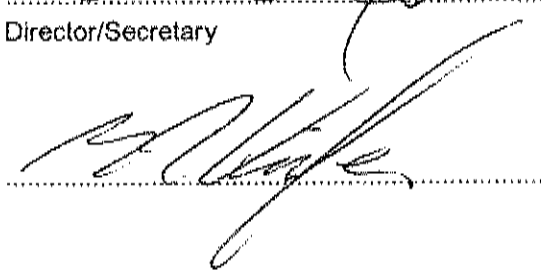
- 1 In exercise of their powers under the power of amendment contained in the Definitive Deed the trustees of the Scheme and the Principal Employer hereby alter or, where applicable, consent to the alteration of, the provisions of the Scheme with effect from the Effective Date as set out below:
  - (a) the trust deed and rules currently governing the Scheme are, subject to paragraphs (b) to (g), deleted in their entirety and replaced with the new trust deed and rules annexed to this deed;
  - (b) this deed of amendment shall not operate to render invalid any act done in relation to the Scheme prior to the Effective Date where such act was valid prior to the Effective Date;
  - (c) this deed of amendment shall not operate to render any act or failure to act on the part of the trustees prior to the Effective Date a breach of trust where such act or failure to act did not constitute a breach of trust immediately prior to the Effective Date;
  - (d) except where expressly stated, nothing contained in this deed shall be interpreted as affecting any period of Scheme membership in respect of which a transfer payment or a refund of contributions was made before the Effective Date;
  - (e) save to the extent (if any) expressly provided in the new trust deed and rules annexed to this deed the amendments effected by this deed shall not have the effect of requiring the trustees of the Scheme to review or alter any decisions which they have made before the Effective Date regarding allocation of the Scheme assets;
  - (f) any benefits which had immediately prior to the Effective Date fallen due for payment but not yet been paid shall be dealt with in accordance with the Scheme's governing provisions as in force immediately prior to the Effective Date; and
  - (g) where a member or other beneficiary of the Scheme died before the Effective Date but a benefit payable in respect of such death has not been paid prior to the Effective Date, such death benefit shall be dealt with in accordance with the Scheme's governing provisions as in force immediately prior to the Effective Date.
- 2 If the operation of any of the amendments made by this deed would or might affect any entitlement or accrued right of any member of the Scheme acquired before the effective date of the amendments contrary to section 67(2) of the Pensions Act 1995, then the amendments made by this deed shall be construed as being in accordance with, and shall be restricted but only so far as may be necessary to ensure compliance with, section 67(2) and not further or otherwise and shall in all other respects operate as set out in this deed.
- 3 To the extent that The Registered Pension Schemes (Modification of the Rules of Existing Schemes) Regulations 2006 (**Modification Regulations**) would operate to modify the provisions of the Scheme's definitive trust deed and rules (as amended by this deed) so as to restrict the benefits which could otherwise be paid from the Scheme, the contributions which could otherwise be paid to the Scheme or the ability of the Scheme's trustees or

administrators to make deductions in respect of tax, such modifications shall no longer apply in relation to the Scheme. In the event that this requires that all modifications of the Scheme's rules effected by the Modification Regulations no longer apply to it, the Scheme's definitive trust deed and rules shall be amended accordingly.

- 4 The Principal Employer, in exercise of the power conferred on it by the provisions of the Definitive Deed (as amended by this deed) and all other powers it enabling hereby appoints the New Trustee as a trustee of the Scheme with effect from the Effective Date and the New Trustee agrees to act as a trustee of the Scheme with effect from the Effective Date.
- 5 The Principal Employer, in exercise of the power conferred on it by the provisions of the Definitive Deed (as amended by this deed) and all other powers it enabling hereby removes the Retiring Trustee as a trustee of the Scheme with effect from the Effective Date and it is agreed that with effect from that date the Retiring Trustee shall be discharged as a trustee of the Scheme.
- 6 It is hereby agreed that (notwithstanding the removal of the Retiring Trustee as a trustee of the Scheme with effect from the Effective Date) the Retiring Trustee shall with effect from the Effective Date be or, in the case of an Effective Date falling after 6 April 2006, continue as the Scheme administrator for the purposes of section 270 of the Finance Act 2004.
- 7 The parties to this deed do not intend that any term of this deed should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this deed, except any future trustee of the Scheme enforcing a term of this deed in his position as a trustee of the Scheme. This does not affect any rights apart from that Act.
- 8 In this deed (including the recitals) "**Effective Date**" means the later of 6 April 2006 and the date of this deed.

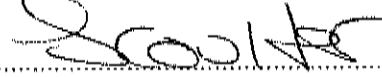
Executed as a deed by the parties or their duly authorised representatives but not delivered until the date of this Deed.

Executed as a deed by  
**R T Quaife Engineering Limited**  
acting by two directors or by a director and its  
secretary

)  
)   
) Director  
)  
)   
) Director/Secretary

Executed as a deed by  
**Michael Quaife**  
in the presence of

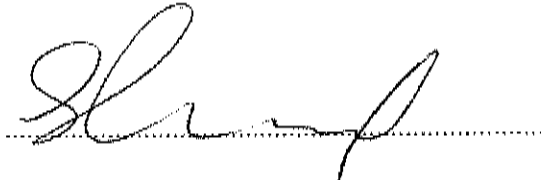
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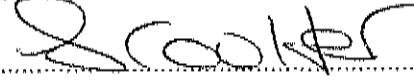
  
Signature of witness

Name S Coulter

Address 80 Marlowe Rd  
Lorkfield Kent

Executed as a deed by Me 20 6U  
**Sharon Quaife-Hobbs**  
in the presence of

)  
)   
)


  
Signature of witness

Name S Coulter

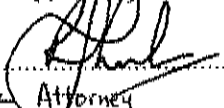
Address 80 Marlowe Rd  
Lorkfield Kent  
Me 20 6U

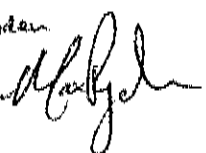
The common seal of  
**James Hay Pension Trustees Limited**  
was affixed to this deed in the presence of

)  
)  
)  
) Signed as a deed and delivered  
by D Downie and R Wheeler  
Duly authorised attorneys for and  
on behalf of James Hay Pension  
Trustees Limited pursuant to a power  
of Attorney dated 31 August 2006


  
Authorized Signatory ~~Attorney~~

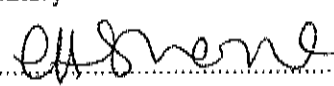
In the presence of Max Ridgen

  
Authorized Signatory ~~Attorney~~

Pensions Administrator   
Rowanmoor House  
46-50 Castle Street  
Salisbury SP1 3TS

The common seal of  
**Rowanmoor Trustees Limited**  
was affixed to this deed in the presence of

  
Authorized Signatory

  
Authorized Signatory

