

DATED 16 December 2016

**(1) FINANCIAL ADMINISTRATION SERVICES LIMITED**

**and**

**(2) FIL SIPP TRUSTEE (UK) LIMITED**

**DEED of SUBSTITUTION of TRUSTEE  
relating to the  
Fidelity Retail Pension Scheme**

THIS DEED is made the 16<sup>th</sup> day of December

2016

**BETWEEN**

- (1) **FINANCIAL ADMINISTRATION SERVICES LIMITED** registered in England no. 1629709 whose registered office is at Oakhill House, 130 Tonbridge Road, Hildenborough, Tonbridge, Kent, TW11 9DZ (the "**Operator**"); and
- (2) **FIL SIPP TRUSTEE (UK) LIMITED** registered in England no. 08858999 whose registered office is at Oakhill House, 130 Tonbridge Road, Hildenborough, Tonbridge, Kent, TW11 9DZ ("**FIL SIPP Trustee**").

**WHEREAS:**

- (A) By a deed dated 4 February 2013 (the "**Deed**"), the Operator established a personal pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004 known as the Fidelity Retail Pension Scheme (the "**Scheme**"). This deed is supplemental to the Deed and the accompanying rules of the Scheme.
- (B) Pursuant to Clause 7(a) of the Deed the Operator was appointed as the first Trustee of the Scheme
- (D) Pursuant to Clause 7(a) of the Deed, the Operator has the power from time to time to retire as Trustee or to remove the Trustee and to appoint a new or additional trustee or trustees. This power shall be exercisable by Deed. The Operator hereby wishes to retire as the Trustee and appoint FIL SIPP Trustee as the replacement sole Trustee.

**NOW THIS DEED WITNESSES** as follows:

**Definitions**

1. In this deed:
  - (i) words importing the masculine gender shall include the feminine and words importing the singular shall include the plural and vice versa;
  - (ii) reference to any statutory provisions shall include any subsequent statutory modification or re-enactment thereof and any regulations made thereunder;
  - (iii) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
  - (iv) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  - (v) This deed shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors

and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- (vi) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

#### **Retirement of Trustee**

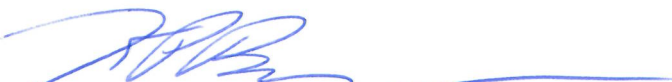
- 2 Pursuant to Clause 7(a) of the Deed the Operator has the power from time to time to retire as Trustee or to remove the Trustee and to appoint a new or additional trustee or trustees. This power shall be exercisable by deed. With effect on and from the date of this deed, the Operator hereby wishes to retire as Trustee and appoint FIL SIPP Trustee as the replacement sole Trustee. FIL SIPP Trustee hereby agrees to its appointment as Trustee.

#### **General**

- 3 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.
- 4 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 5 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

In witness whereof the parties have executed this deed the day and year first above written.

**SIGNED AS A DEED** by )  
**FINANCIAL ADMINISTRATION** )  
**SERVICES LIMITED** acting by a )  
director and its secretary/two directors)



Signature

KATH BENN  
Name of Director

Patric J. Shen

Signature

Patrick J. Shen

Name of Director/Secretary

SIGNED AS A DEED by )  
FIL SIPP TRUSTEE (UK) )  
LIMITED acting by a )  
director and its secretary/two directors )

Patric J. Shen

Signature

Christopher Pirnie - Director & Head of Secretariat.

Name of Director

Patric J. Shen

Signature

For and on behalf of  
FIL Administration Limited  
Company Secretary

Name of Director/Secretary