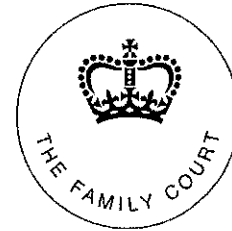




Sitting in the Family Court

No: BV21D08337



The Matrimonial Causes Act 1973

The Marriage of Jennifer Irene Lynch and Martin Derek Edwin Lynch

After reading the consent order signed by both parties

ORDER MADE BY Recorder Heptinstall ON 29 Jul 2022 SITTING IN PRIVATE

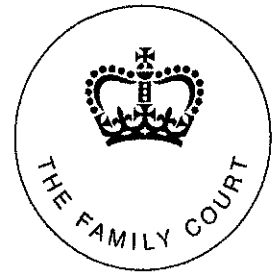
WARNING: IF YOU DO NOT COMPLY WITH THIS ORDER, YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND YOU MAY BE SENT TO PRISON, BE FINED, OR HAVE YOUR ASSETS SEIZED.

The parties

1. The applicant is **Jennifer Irene Lynch**
The respondent is **Martin Derek Edwin Lynch**
2. The draft consent order at Annex A is approved.

Dated: 29 Jul 2022

Annex A



Financial Remedy Order



**In the Family Court
Sitting at Bury St Edmunds**

No: BV21D08337

The Matrimonial Causes Act 1973

The Marriage of Jennifer Irene Lynch and Martin Derek Edwin Lynch

After consideration of the documents lodged by the parties

ORDER MADE BY DISTRICT JUDGE

ON

SITTING IN PRIVATE

WARNING: IF YOU DO NOT COMPLY WITH THIS ORDER, YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND YOU MAY BE SENT TO PRISON, BE FINED, OR HAVE YOUR ASSETS SEIZED.

The parties

1. The applicant is Jennifer Irene Lynch
The respondent is Martin Derek Edwin Lynch

Definitions

2. Children of the Family
The "children of the family" are:
 - a. Daniel Martin Lynch born on 15th August 1982 ;
 - b. Henry Derek Lynch born on 12th October 1995 ;
3. Family Home
The "family home" shall mean The Gate House, Wellington Avenue, Virginia Water, Surrey GU25 4QY registered at HM Land Registry with title number SY333765.
4. "The net proceeds of sale" shall mean the actual sale price of the property concerned (including any sum paid for fixtures and fittings) less the amount outstanding on the mortgage, the solicitors' conveyancing costs, estate agents' costs and any other costs in connection with the sale which have been agreed by the parties.

5. "The CIBC First Caribbean bank account" shall mean the account in the parties' joint names with First Caribbean with account number 1001113352;
6. "The pension arrangement" shall mean the pension arrangement/plan held by both parties with ML&S Martin Lynch & Sons Executive Pension Scheme (SSAS) with reference number PSTR 00739036RT
7. "PPF" shall mean the Pension Protection Fund.
8. "PRPA" shall mean the person responsible for the pension arrangement.

Recitals

Introductory recital

9. The parties agree that the terms set out in this order are accepted in full and final satisfaction of:
 - a. All claims for income;
 - b. All claims for capital, that is payments of lump sums, transfers of property and variations of settlements;
 - c. All claims in respect of each other's pensions;
 - d. All claims in respect of the contents of the family home and personal belongings including but not limited to furniture, art work, jewellery and motor vehicles;
 - e. All claims in respect of legal costs including those of the divorce proceedings;
 - f. All claims against each other's estate on death;
 - g. All other claims of any nature which one may have against the other as a result of their marriage howsoever arising either in England and Wales or in any other jurisdiction

General Agreements / Declarations

10. The parties agree that neither of them has any legal or equitable interest in the property or assets owned by the other, and neither of them has any liability for the debts of the other, except as provided for in this order.
11. The parties agree that neither of them shall institute proceedings against the other under the Married Women's Property Act 1882, the Law of Property Act 1925 and the Trusts of Land and Appointment of Trustees Act 1996.
12. Whereas the sale of the former family home The Gate House, aforesaid, completed on the 26th day of August 2021 and the net proceeds of sale totalling £1,622,367 were divided equally between the parties.
13. It is acknowledged and agreed by the respondent that the applicant is to retain the sole benefit of the loan of £60,000 made to the parties' son Daniel Martin Lynch, born 15th August 1982.

14. The parties acknowledge and agree that the CIBC First Caribbean bank account is to be closed and they will co-operate with each other in this regard.

UNDERTAKINGS TO THE COURT

Notice pursuant to PD33A para 1.4 and 2.2

You Martin Derek Edwin Lynch may be sent to prison for contempt of court if you break the promise that has been given to the Court.

And

If you Martin Derek Edwin Lynch, fail to pay any sum of money which you have promised the court you will pay, a person entitled to enforce the undertaking may apply to the court for an order. You may be sent to prison if it is proved that you –

- (a) have, or have had since the date of your undertaking, the means to pay the sum; and
- (b) have refused or neglected, or are refusing or neglecting, to pay that sum.

Statement pursuant to PD 33A para 1.5 and 2.3

I understand the undertakings that I have given, and that if I break any of my promises to the Court I may be sent to Prison for contempt of Court.

And

I understand the undertaking that I have given, and if I break my promise to the court to pay any sum of money, I may be sent to prison.

Signed.....

Martin Derek Edwin Lynch

15. The respondent undertakes to transfer his shares in MJ Lynch & Sons Ltd, Company Number 07176538 equally to Daniel Martin Lynch and Henry Derek Edwin Lynch for nil consideration.
16. The respondent undertakes to discharge any liability for capital gains tax consequent upon the implementation of paragraph 15 of this order promptly and in any event within 28 days of receiving any demand from HM Revenue and Customs.

Orders

IT IS ORDERED (BY CONSENT) (with effect from Decree Absolute):

Lump sum order

17. The respondent shall pay to the applicant a lump sum of £125,000.00 within 28 days of the date of this order.

Pension sharing order

18. There shall be provision by way of a pension sharing order in favour of the applicant in respect of the respondent's rights under the ML&S Martin Lynch & Sons Executive Pension Scheme (SASS) their pension arrangement in accordance with the annex to this order, it being agreed between the parties that in the event of the applicant predeceasing the respondent after this order has taken effect but before its implementation the respondent shall have the respondent's personal representative's consent to an application for leave to appeal out of time against the terms of this order.

Clean break: capital and income

19. Except as provided for in this order, the applicant's and respondent's claims for periodical payments orders, secured periodical payments orders, lump sum orders, property adjustment orders, pension sharing orders and pension attachment orders shall be dismissed, and neither shall be entitled to make any further application in relation to their marriage for an order under the Matrimonial Causes Act 1973 section 23(1)(a) or (b) and neither shall be entitled on the death of the other to apply for an order under the Inheritance (Provision for Family and Dependents) Act 1975, section 2.

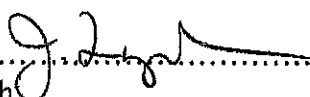
Costs

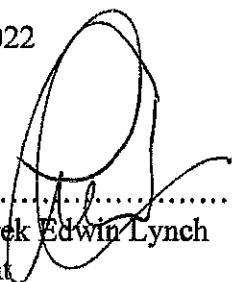
20. There shall be no order as to costs.

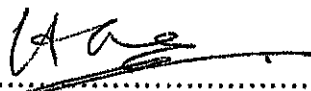
Liberty to apply

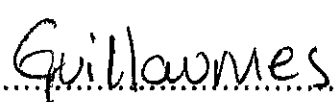
21. The parties shall have liberty to apply to the court concerning the implementation and timing of the terms of this order only.

Dated this 27th day of July 2022

Signed.....
Jennifer Irene Lynch
Applicant

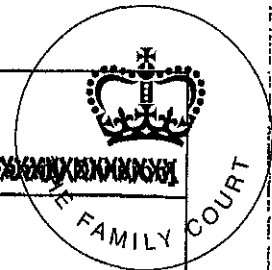
Signed.....
Martin Derek Edwin Lynch
Respondent

Signed.....
Home Engall & Freeman LLP
Solicitors for the Applicant Wife

Signed.....
Guillaumes LLP
Solicitors for the Respondent Husband

**Pension Sharing Annex
under [section 24B of
the Matrimonial Causes
Act 1973] [paragraph 15
of Schedule 5 to the Civil
Partnership Act 2004]**

In the Family Court sitting at Bury St Edmunds	
Case No. (Always quote this)	BV21D08337
Transferor's Solicitor's reference	EC/L1007-1
Transferee's Solicitor's reference	NJ2.J2551



Between (Petitioner)
and (Respondent)

Take Notice that:

On the court *(delete as appropriate)

- made a pension sharing order under Part IV of the Welfare Reform and Pensions Act 1999.

This annex to the order provides the person responsible for the pension arrangement with the information required by virtue of rules of court:

A. Transferor's details

- (i) The full name by which the Transferor is known:
- (ii) All names by which the Transferor has been known:
- (iii) The Transferor's date of birth:
- (iv) The Transferor's address:
- (v) The Transferor's National Insurance Number:

B. Transferee's Details

- (i) The full name by which the Transferee is known:
- (ii) All names by which the Transferee has been known:

E. Have you filed Form D81 (Statement of Information for a Consent Order for a financial remedy)?

Yes No

If 'Yes' delete the text opposite.

The parties certify that:

(i) they have received the information required by Regulation 4 of the Pensions on Divorce etc (Provisions of Information) Regulations 2000; and
(ii) it appears from that information that there is power to make an order including provision under [section 24B of the Matrimonial Causes Act 1973] [paragraph 15 of Schedule 5 to the Civil Partnership Act 2004].

F. In cases where the Transferee has a choice of an internal or external transfer, if the Transferee has indicated a preference, indicate what this is.

Internal transfer External transfer

G. In the case of external transfer only (recommended but optional information)

(i) The name of the qualifying arrangement which has agreed to accept the pension credit:

JENSPOT SSAS

(ii) The address of the qualifying arrangement:

R C ADMINISTRATION LTD
VENTURE WALES BUILDING
MERTHYR TYDFIL INDUSTRIAL ESTATE
WALES CF46 4DR

(iii) If known, the Transferee's membership or policy number in the qualifying arrangement and reference number of the new provider:

PSTR: 20005020PR

(iv) The name, or title, business address, phone and fax numbers and email address of the person who may be contacted in respect of the discharge of liability for the pension credit on behalf of the Transferee:

Gavin McGloskey or Emily McAlister
R C Administration Ltd

email: info:rcadministration.com

tel: 0330 311 0088

(This may be an Independent Financial Advisor, for example, if one is advising the Transferee or the new pension scheme itself.)

(v) Please attach a copy of the letter from the qualifying arrangement indicating its willingness to accept the pension credit.

Please complete boxes H to J where applicable

H. Where the credit is derived from an occupational scheme which is being wound up, has the Transferee indicated whether he wishes to transfer his pension credit rights to a qualifying arrangement?

Yes No

- I. Where the pension arrangement has requested details of the Transferor's health, has that information been provided? Yes No
- J. Where the pension arrangement has requested further information, has that information been provided? Yes No

Note: Until the information requested in A, B, (and as far as applicable G, H, I and J) is provided the pension sharing order cannot be implemented although it may be made. Even if all the information requested has been provided, further information may be required before implementation can begin. If so, reasons why implementation cannot begin should be sent by the pension arrangement to the Transferor and Transferee within 21 days of receipt of the pension sharing order and this annex.

THIS ORDER TAKES EFFECT FROM the later of

- a. the date on which the Decree Absolute of Divorce or Nullity of marriage is granted, or the Final Order of Dissolution or Nullity of civil partnership is made;
- b. 28 days from the date of this order or, where the court has specified a period for filing an appeal notice, 7 days after the end of that period;
- c. where an appeal has been lodged, the effective date of the order determining that appeal.

To the person responsible for the pension arrangement:

*(delete as appropriate)

- *1. Take notice that you must discharge your liability within the period of 4 months beginning with the later of:
 - the day on which this order takes effect; or
 - the first day on which you are in receipt of –
 - a. the pension sharing order including this annex (and where appropriate any attachments);
 - b. in a matrimonial case, a copy of the decree absolute of divorce or nullity of marriage;
 - c. in a civil partnership case, a copy of the final order of dissolution or order of nullity of civil partnership;
 - d. the information specified in paragraphs A, B and C of this annex and, where applicable, paragraphs G to J of this annex; and
 - e. payment of all outstanding charges requested by the pension scheme.
- *2. The court directs that the implementation period for discharging your liability should be determined by regulations made under section 34(4) or 41(2)(a) of the Welfare Reform and Pensions Act 1999, in that:



Director **David Nicklin** Cert PFS Cert CII (MP)
Company Number: **12409200**

Horne Engall & Freeman LLP
47a High Street
Egham
Surrey
TW20 9ES

Date: 11 July 2022

Dear Sirs,

Re: Pension Sharing Order

We confirm as registered scheme administrators for the Jenspot SSAS, that the Scheme is tax registered with HM Revenue & Customs under PSTR number 20005020RR.

We confirm that the Scheme is capable under it's rules to receive a pension credit payment from another registered scheme.

The receipt of payment will be used to provide qualifying pension right in favour of Jennifer Lynch.

Yours sincerely

A handwritten signature in black ink, appearing to read 'EMSCOT'.

Emily McAllister
For RC Administration Limited

SSAS Pension Scheme Administrator
Address: 1A Park Lane, Poynton Cheshire, SK12 1RD

Certificate Member of the Chartered Insurance
Institute Life and Pensions Faculty
Email: info@rcadministration.com
Telephone: 0330 311 0839