

**Deed of Removal and Appointment of Trustee**

**Hayward Site Services Executive Pension Scheme**

Date of Deed : 15 MARCH 2021 .

#### Parties

1. PAUL HAYWARD of 17 York Gardens, Wolverhampton WV3 9BY (in this Deed called the '**General Trustee**');
2. MCDONALD TRUSTEES LIMITED (Company No:04011908) whose registered office is situated at No 1 Lindrick Way, Lakeside Park, Barlborough Links, Barlborough, Chesterfield, Derbyshire S43 4XE (in this Deed called the '**Outgoing Independent Trustee**');
3. MCDONALD TRUSTEES LIMITED (Company Number 04011908) whose registered office is at No 1 Lindrick Way, Lakeside Park, Barlborough Links, Barlborough, Chesterfield, Derbyshire S43 4XE (in this Deed called the '**Outgoing Scheme Administrator**'); and
4. CRANFORDS TRUSTEES LIMITED (Company No: 09771053) whose registered office is situated at International House, Constance Street, London, England, E16 2DQ (in this Deed called the '**New Independent Trustee**').

#### Recitals

- (A) **Hayward Site Services Executive Pension Scheme** (in this Deed called the '**Scheme**') is a pension scheme which is now governed by an Interim Trust Deed dated 25 June 2018, a Definitive Trust Deed and Rules dated 6 July 2016 adopted by a Deed of Amendment dated 7 July 2016 and all subsequent amending deeds and documentation (in this Deed called the '**Existing Provisions**').
- (B) The General Trustee and the Outgoing Independent Trustee are the present trustees of the Scheme (in this Deed called the '**Trustees**').
- (C) The Outgoing Scheme Administrator is the present registered administrator to the Scheme.
- (D) Hayward Site Services Limited (Company No 10131241), is the current sponsoring employer to the Scheme, incorporated since 18 April 2016.
- (E) Clauses 3 and 5 of the Existing Provisions, the Principal Employer may by Deed appoint a new or additional Trustee or remove any Trustee.
- (F) The Principal Employer wishes to appoint the New Independent Trustee as an Independent Trustee to the scheme, to which the New Independent Trustee has consented.

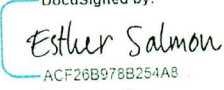
- (G) The Principal Employer wishes to remove the Outgoing Trustee to the scheme.
- (H) The Trustees, with the consent of the Outgoing Scheme Administrator, are desirous to appoint the New Independent Trustee to the position of Independent Trustee and registered administrator to the Scheme to act together with the General Trustee with immediate effect.
- (I) The Trustees, with the consent of the Outgoing Scheme Administrator, are desirous to remove the Outgoing Independent Trustee from the position of Independent Trustee and the Outgoing Scheme Administrator from the position of registered administrator to the Scheme with effect from the Effective Date.
- (J) In this Deed (including the recitals) "**Effective Date**" means the date of this Deed.

#### NOW THIS DEED WITNESSETH THAT

1. The Trustees, in exercise of the power vested in them by the Existing Provisions and with the consent of the Outgoing Scheme Administrator, hereby remove the Outgoing Independent Trustee from the duty of Independent Trustee and remove the Outgoing Scheme Administrator from the duty of registered administrator to the Scheme with effect from the Effective Date.
2. The Trustees, in exercise of the power invested in them by the Existing Provisions and with the consent of the Outgoing Scheme Administrator, hereby appoint the New Independent Trustee to the position of Independent Trustee and registered administrator of the Scheme with effect from the Effective Date.
3. The New Independent Trustee and the General Trustee hereby covenant to act together for all of the purposes of the Scheme.
4. The Outgoing Independent Trustee and the General Trustees Dispose and Convey to the General Trustee and the New Independent Trustee as Trustees of the Scheme All and Sundry the assets of the Scheme belonging to the Outgoing Independent Trustee and the General Trustee.
5. The Outgoing Scheme Administrator is discharged fully of its liabilities as registered administrator to the Scheme under the Finance Act 2004.

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.....  
**Paul Hayward** (signature)  
DocuSigned by: Paul Hayward  
05A5E48F391A4D3

Witness Signature:   
Name : Esther Salmon  
Address : 175 Cobham Road  
Fetcham  
Leatherhead  
Surrey  
KT22 9JE  
DocuSigned by: Esther Salmon  
ACF26B978B254A8

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


Director Signature:   
Name: Paul Davies  
DocuSigned by: Paul Davies  
D1A5232C1DAC4CF

Witness Signature:   
Name: Esther Salmon  
Address: 175 Cobham Road  
Fetcham  
Leatherhead  
Surrey  
KT22 9JE  
DocuSigned by: Esther Salmon  
ACF26B978B254A8

SIGNED as a deed, and delivered when dated, by  
**MCDONALD TRUSTEES LIMITED**

Authorised Signatory

Name

  
**IAN BRASSSHAW**

Witness

Signature:  
Name:  
Address:



**MADREW  
THERESA DREW  
5 THE BARROW  
BARROW HILL  
LOFTICROFT  
S62 7TT**

SIGNED as a deed, and delivered when dated, by  
**MCDONALD TRUSTEES LIMITED**

Authorised Signatory

Name      *M Hammond*

Witness

Signature:  
Name:  
Address:

*THeresa DREW*  
*THEERSA DREW*  
*5 THE BARROW*  
*BARROW HILL*  
*WENTWORTH*  
*S62 7TT*