

## Deed of Removal and Appointment of Administrator

Dated: 24/9/2022

### Parties

1. **Paul Charles Robert Bosomworth** of 13 Coedcelyn Road, Sketty, Swansea, Wales, SA2 8DS (in this Deed called the “**General Trustee**”);
2. **Cushty Properties Ltd** (company number 10214919) whose registered office is situated at 13 Coedcelyn Road, Sketty, Swansea, Wales, SA2 8DS (in this Deed called the “**Principal Employer**”);
3. **Indigo Trustees Limited** (company number 10863962) whose registered office is situated at 27-29 High Street, Ewell, Epsom, Surrey, England, KT17 1SB (in this Deed called the “**Outgoing Independent Trustee**”);
4. **RC Administration Limited** (company number 12409200) whose registered office is situated at 1a Park Lane, Poynton, Stockport, England, SK12 1RD (in this Deed called the “**Incoming Administrator**”).

### Introduction

1. **SP Legacy** (in this Deed called the '**Scheme**') is a registered pension scheme established and governed by an Establishing Trust Deed and Scheme Rules dated 25<sup>th</sup> March 2021 (in this Deed called the “**Existing Provisions**”).
2. The Outgoing Independent Trustee is the present Professional Trustee to the Scheme.
3. The General Trustee and the Outgoing Independent Trustee are the present trustees to the Scheme.
4. The Principal Employer is the current sponsoring employer to the Scheme.
5. The Outgoing Independent Trustee is also the present registered Scheme Administrator of the Scheme acting for the purposes of Part 4 of the Finance Act 2004.
6. The Principal Employer with the consent of the Outgoing Independent Trustee wishes to remove the Outgoing Independent Trustee from its position as Professional Trustee of the Scheme.
7. The General Trustee is desirous to replace the Outgoing Independent Trustee in its entirety as the Scheme Administrator and appoint the Incoming Administrator as the registered Scheme Administrator to the Scheme.

## Operative Provisions

1. The Principal Employer with the consent of the Outgoing Independent Trustee and under the power vested in them by Clause 4.1 of the Existing Provisions, hereby removes the Outgoing Independent Trustee from its position as an independent trustee of the Scheme.

2. The General Trustee agrees 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.

3. Pursuant to Clause 5.1 of the Existing Provisions and in accordance with Finance Act 2004 the General Trustee hereby replaces the Outgoing Independent Trustee in its entirety as the Scheme Administrator and appoints the Incoming Administrator as the Scheme's registered Scheme Administrator for the purposes of (and to be responsible for the discharge of all duties relating to the Scheme which are imposed on the administrator under) Chapter I of Part XIV of that Act.

4. The Incoming Administrator consents to their appointment.

5. The Incoming Administrator is satisfied, and, where appropriate, is authorised to declare, that:

- The Scheme meets all the criteria to be registered as a pension scheme under Finance Act 2004 and in particular, is established for the purpose of providing benefits in respect of persons listed at section 150 Finance Act 2004.
- The instruments or agreements by which this pension scheme is constituted do not directly or indirectly entitle any person to unauthorised payments. In addition, the way in which the pension scheme is to be administered will not knowingly entitle any person to unauthorised payments.
- There are no reasonable grounds for which they would not be deemed a fit and proper person to act as the Registered Administrator for the Scheme.
- They understand that as Scheme Administrator they are responsible for discharging the functions conferred or imposed on the Scheme Administrator of the pension scheme by Finance Act 2004, and that they intend to discharge those functions at all times, whether resident in the United Kingdom or another EU member state or non-member EEA state. They understand that they may be liable to a penalty and the pension scheme may be de-registered if they fail properly to discharge those functions. They understand that they may be liable to a penalty and the pension scheme may be de-registered if a false statement is made on this application, or in any information they provide in connection with this application, and that false statements may also lead to prosecution.

6. The Incoming Administrator is further authorised to make such necessary declarations and provide ongoing reporting requirements in order to maintain the tax integrity of the Scheme

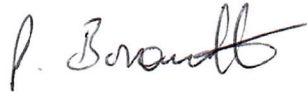
7. The provisions of this deed have effect on and from its date.

IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.

EXECUTED as a deed, and delivered when dated,  
by **Cushty Properties Ltd**  
acting by

Director

Signature:



Name:

PAUL BOSOMWORTH

Witness

Signature:



Name:

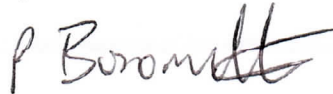
S.E. BOSOMWORTH

Address:

13 COEDCELYN RD, SKETTY, SWANSEA  
SA2 8DS

SIGNED as a deed, and delivered when dated, by

Signautre:



**Paul Charles Robert Bosomworth**

Witnessed in presence of:

Signature:



Name:

S.E. BOSOMWORTH.

Address:

13 COEDCELYN RD, SKETTY, SWANSEA  
SA2 8DS