

Mr Rajni Patel
Himalayan House
Courtenay Close
Abingdon
OX14 4AU

Registered Scheme Administrator Ltd
Office 12
Venture Wales Building
Merthyr Tydfil
CF48 4DR

Date: 02 / 28 / 2024

Dear Sirs

I wish to exercise my right to a statutory transfer of the whole value of my individual account in the Hydon & Grim Limited Pension Scheme to acquire equivalent transfer credits by the Trustee of the Blue Neon Pension Scheme.

Please accept this letter as my consent and authority to arrange for this transfer.

In consideration of this transfer, I discharge all of the Trustees and connected companies of the Hydon & Grim Limited Pension Scheme of all rights and contingent rights that I have any my beneficiaries have in the Scheme.

I wish to resign as a trustee of the Scheme with effect from the Pension transfer date.

Yours Sincerely

A handwritten signature in black ink, appearing to read 'R. Patel', with a horizontal line underneath.

Mr Rajni Patel

GOOD KARMA PROPERTIES LIMITED

(Company number 10731278)

Minutes of a meeting of the board of directors of GOOD KARMA PROPERTIES LIMITED (the "Company") held at HIMALAYAN HOUSE, COURTENAY CLOSE, SUTTON COURTENAY, ABINGDON, OX14 4AU on

PRESENT	NAME	POSITION
	Rajnikant Patel	Director
	Vimla Chendriah	Director

1. CHAIRMAN

It was resolved that Rajnikant Patel would be elected as chairman of the Company and Rajnikant Patel took the chair of the meeting.

2. NOTICE AND QUORUM

The chairman reported that sufficient notice of the meeting had been duly given and that a quorum was present. The chairman declared that the meeting was open.

3. DECLARATIONS OF INTEREST

Each director present at the meeting disclosed in full every direct or indirect interest in the proposed arrangements that were to be considered at the meeting which they were required to disclose by section 177 of the Companies Act 2006 and the Company's articles of association.

4. TRANSFER OF SHARES

There was produced to the Meeting the following transfers of 108,000 class B Preference Shares in the capital of the Company:-

Transferor: Trustees of the Hydon & Grim Limited Pension Scheme

Transferee: Trustees of the Blue Neon Pension Scheme

No of Shares: 108,000 of one pound each

IT WAS RESOLVED that such Transfer be approved and such Transferee be registered in the statutory books of the Company and that a share certificate be issued in the name of the Transferee by being signed by both directors.

5. CLOSE

There was no further business and therefore the chairman declared that the meeting was closed.



.....
Chairman

Good Karma Properties Limited (No: 10731278)

Certificate no : 003 Number of shares : 108,000

This is to certify

That The Trustees of the Blue Neon Pension Scheme of Office 12,
Venture Wales, Pentrebach, Merthyr Tydfil, Wales, CF48 4DR.

is/are the Registered holder(s) of 108,000 Class B Preference Shares
of £1 each share paid in the above named Company, subject to the
Memorandum and Articles of Association of the Company.

Capital: £108,000 divided into 108,000 Class B Preference Shares of £1
each.

This certificate was Authorised by:

Director.....

Witness: *Adam Holmes*

Lime Kiln House, Lime Kiln, RWB, SN4 7HF

Date : 03 / 07 / 2024.....

No transfer of any of the above mentioned shares can be registered until this certificate has been deposited
at the registered office of the company

Stock Transfer Form

Consideration Money £108,000.00		Certificate Lodged with the Registrar (For completion by the Registrar/Stock Exchange)	
Full name of undertaking <i>(Note 1)</i>	GOOD KARMA PROPERTIES LIMITED		
Full description of security <i>(Note 2)</i>	CLASS B PREFERENCE SHARE		
Amount of shares or number of stock units or shares or other security (in words) <i>(Note 3)</i>	ONE HUNDRED & EIGHT THOUSAND POUNDS	Figures: 108,000 (units of)	
Names(s) of registered holder(s) should be given in full; the address should be given where there is only one holder. If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g. Executor(s)) of the person(s) making the transfer. <i>(Note 4)</i>	In the name(s) of: TRUSTEES OF THE HYDON & GRIM LIMITD PENSION SCHEME, OFFICE 12, VENTURE WALES BUILDING, PENTREBACH, METHYR TYDFIL, CF48 4DR		Account Designation (if any)
I/We hereby transfer the above security out of the name(s) of the aforesaid to the person(s) named below: <div style="text-align: center;">Signature(s) of transferor(s)</div> 1. 2. 3. 4.		Stamp of selling broker(s) or agent(s), if any, acting for the transferor(s). Date: <i>(Note 6)</i>	
Bodies Corporate should execute under their common seal or otherwise with applicable statutory requirements <i>(Note 5)</i>		Date: <i>(Note 6)</i>	
Full name(s) and full postal address(es) (including country or if applicable, postcode) of the person(s) to whom the security is transferred. Please state title, if any, or whether Mr, Mrs, Ms or Miss. <i>(Note 7)</i>	TRUSTEES OF BLUE NEON PENSION SCHEME, OFFICE 12, VENTURE WALES BUILDING, PENTREBACH, METHYR TYDFIL, CF48 4DR		
I/We request that such entries be made in the Register of Shareholders as are necessary to give effect to this transfer			
Stamp of buying broker(s) (If any)		Stamp or name and address of person lodging this form (if other than buying broker(s)). <i>(Note 8)</i>	

**CERTIFICATE REQUIRED WHERE TRANSFER IS NOT CHARGEABLE
TO AD VALOREM STAMP DUTY**

Certificate One (Note 9)

Complete Certificate One if both of the following apply:

- (i) consideration given for the shares is £1,000 or less; AND
- (ii) the transfer does not form part of a larger transaction or series of transactions where the total exceeds £1,000

	I hereby certify that the transaction effected by the instrument does not form part of a larger transaction or series of transactions in respect of which the amount or value, or aggregate amount or value, of the consideration exceeds £1000.
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Certificate Two (Note 10)

Use Certificate Two in the following situations:

- (i) the transfer is exempt from Stamp Duty, for example, transfers in connection with divorce or the dissolution of a civil partnership
- (ii) the consideration given is not chargeable consideration.

	I hereby certify that this instrument is otherwise exempt from ad valorem Stamp Duty without a claim for relief being made, or that no chargeable consideration is given for the transfer for the purposes of Stamp Duty.
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Signature (s)



Description ("Transferor", " Solicitor", etc)

TRANSFEROR

Date:

Note

If Certificates One or Two have been completed, this transfer does not need to be submitted to the Stamp Office but should be sent directly to the Company or its Registrars.

Notes for Completion of Stock Transfer Form

The form must be completed in block capitals and black ink or typed.

Note Name of the company in which the shares are held

1

Note Type of shares (for example, 'ordinary' 'preference').

2 NB. This form can only be used for fully paid shares

Note Both boxes must be completed

3 Left hand box – number of shares and amount of each unit in words

Right hand box – as above but in figures

Note Full name of the registered holder(s) of the shares, i.e. the person(s) transferring the shares.

4 Please use the same wording as on the share certificate(s).

If the registered shareholder is deceased, write the full name and address of the deceased, and also the full names of the Personal Representatives.

Note Signature(s) of the transferor(s). In the case of the company, the form should be executed in this

5 box (sealed and/or signed) in accordance with the articles of the company.

Note This should be the date on which the stock transfer form is completed.

6

Note Full name and title(s) of the person(s) to whom the shares are being transferred. If there is more than one transferee, only the address of the first named needs to be shown.

7

Note If the new share certificate is to be sent to someone other than the persons named in the box

8 referred to in Note 7, enter the details here, including any reference.

Note Certificate One: If the consideration or payment for the transfer is £1,000 or less, the share

9 transfer is exempt from Ad Valorem Stamp Duty, *provided* that Certificate One has been signed.

The Certificate should be signed by the person making the transfer (or their solicitor or agent), and must state the capacity in which they are signing. The date should be the date that the exemption certificate is signed.

If the consideration is more than £1,000, and Certificate Two cannot be completed, stamp duty must be paid. There is a Stamp Office helpline, which can advise the amount of duty payable (see <http://www.hmrc.gov.uk>).

A cheque for the stamp duty should be made out to 'HMRC' and sent with the completed stock transfer form to the Stamp Office. The stock transfer form will be returned after stamping.

Note Certificate Two: If the transfer is otherwise exempt from stamp duty, OR the consideration given

10 is not a chargeable consideration, complete Certificate Two.

As above, the Certificate should be signed by the person making the transfer (or their solicitor or agent), and must state the capacity in which they are signing. The date should be the date that the exemption certificate is signed.

The form **does not need to be submitted to the Stamp Office**, but should be sent direct to the Company or its registrars, in the following circumstances:-

(a) Certificate 1 or Certificate 2 have been completed, or

(b) No consideration is given for the shares (in which case, write 'nil' in the consideration box), it is not necessary to complete either certificate..

If a relief from Stamp Duty is being claimed, the completed stock transfer form, together with details of the relief claimed must be sent to HMRC for stamping.

CHECK

1. Have you signed and dated the form? You will need to sign only once if the transaction is more than £1,000 (on the front) or sign twice if the transaction is £1,000 or under (on the front and back).
2. Have you inserted the amount / number of shares to be transferred in both words and figures?
3. Have you attached all the relevant share certificates?



CARLTON JAMES

Date:

Trustee Service & Processing Agreement

This agreement is between Rajni Patel, acting as a Trustee of the Blue Neon Pension Scheme and Carlton James Private & Commercial Ltd whose registered address is Lime Kiln House, Lime Kiln, Royal Wootton Bassett, SN4 7HF.

Our Services:

Carlton James Private & Commercial offer services as follows:

- **Assisting Trustees In structuring and implementing their investment decisions**
- **Scheme Management**
- **Annual Trustee Meetings**
- **Annual Trustee Reporting**
- **Administration Assistance/Support**
- **Scheme Asset Valuations and reporting**
- **Assisting Trustees with Tax compliance queries**
- **Provide digital viewing access to your Scheme assets & Documents (Only available for 1 member Schemes currently)**

We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. If you decide to go ahead, we will:

- Gather and analyse personal and financial information about you and your aims and objectives;
- Provide a structured solution tailored to your requests

You should be aware that investments carry varying degrees of risk and, as their underlying value can fall as well as rise, you may not get back the full amount invested.

Term

This Agreement shall begin from the date the agreement is signed and continue until the agreement is terminated. Either Party may terminate this Agreement for any reason with 30 days written notice to the other Party, If this Agreement is terminated, each of the parties shall provide all reasonable assistance to the others to facilitate the orderly transfer of all relevant documentation to new administrators or others in accordance with the instructions of the Trustees. The reasonable costs incurred by Carlton James Private & Commercial Ltd in providing any documentation transfer shall be met by the Scheme Funds or by the Trustees on an hourly charge basis (further detailed in Schedule 1). Upon termination the Trustee agrees that Carlton James Private & Commercial Ltd are relinquished of any liability to the Trustee, the Pension Scheme and agree to cover professional fees and fees accrued, within reason, for administration undertaken in closing your account with Carlton James Private & Commercial Ltd.



CARLTON JAMES

General

The Trustee understands and accepts that Carlton James Private & Commercial Ltd is not providing advice in relation to any transaction or service carried out under this agreement and the Trustee agrees that all orders, requests, demands and instructions given to Carlton James Private & Commercial Ltd, under this agreement, are given in reliance of their own judgement.

This Agreement (or any of the arrangements contemplated hereby) shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. None of the parties shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

The parties to this Agreement will at all times maintain the confidentiality of all information acquired in consequence of it, except for information which they are bound to disclose under compulsion of law or regulatory authority or requested by their professional advisers.

Any notice or other communication to be given under this Agreement shall be in writing in English and signed by or on behalf of the party giving it (or its representative) and in accordance with any other requirements of this Agreement and shall be delivered by hand, sent by prepaid recorded delivery, or registered post, to the address set out below.

Our Ethical Policy

We are committed to providing the highest standard of service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon;
- Seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.



CARLTON JAMES

VAT

Under current legislation our services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

Instructions

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing.

Client money

Carlton James Private & Commercial Ltd is not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

Data Protection

In the course of providing its Services, Carlton James Private & Commercial Ltd receives information from the Trustee and about the Trustee, and so will act as a data processor under the Data Protection Regulations. In accordance with Data Protection legislation, Carlton James Private & Commercial Ltd processes this information lawfully and fairly, to which the Trustees consent, and Carlton James Private & Commercial Ltd maintains procedures to protect it.

Liability

Carlton James Private & Commercial Ltd will not be liable for any losses, costs, liabilities, or expenses incurred by the Trustees in connection with this Agreement. Carlton James Private & Commercial Ltd is authorised to act on the instruction of the Trustee individually which shall be binding on all and the trustee shall be responsible for all duties, obligations and liabilities attached to this agreement.

Fees and Charges

It is hereby confirmed that the Trustee shall be responsible for the payment of all professional fees, charges and costs charged or incurred by Carlton James Private & Commercial Ltd in the performance of the services to the Scheme unless it has been otherwise previously agreed by all parties that such fees be met from other sources. The Fees payable by the Scheme are set out in Schedule 1 and form part of this agreement. The Fees may be varied by Carlton James Private & Commercial Ltd and will provide 30 days notices in such an event.



CARLTON JAMES

Declaration:

Client Consent

We intend to rely upon this agreement for your own benefit and protection, you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

Signature on behalf of Carlton James Private & Commercial Ltd

Name: Robert Holmes

Signature:

Client Signature

Name: Rajni Patel

Signature:



CARLTON JAMES

Schedule 1

Account Set up Fee – 1% of Scheme Assets

Annual Management Charge – 0.4% of Scheme Assets, Minimum of £250.00

Fixed fees do not apply to some areas of work as the time spent on them can vary considerably. Where there are multiple or complex transactions the supplier may wish to agree additional fees either on a one off or reoccurring basis.

Administrator Hourly rate: £80.00

Technical Support Hourly Rate: £180.00

Head of Technical Projects Hourly Rate: £280.00

We will aim to provide a quote at outset agreeable by all parties. Examples of work requiring additional time expenditure include detailed correspondence or meetings with solicitors, advisers, accountants or any other professionals.

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