**Dated: 14th December 2021**

### DEED OF REMOVAL

**Richard Fletcher (Metals) Directors Pension Fund**

**Parties**

1. **Fletcher Plant Limited** (company number 08466840) whose registered office is situated at Clement Works, Clement Street, Sheffield, S9 5EA (in this Deed called the **“Principal Employer”**);
2. **Richard Paul Fletcher** and **Nicola Maria Fletcher** both of The Stables, Beauchief Hall, Beauchief Drive, Sheffield, S8 7BA (in this Deed called the **“Continuing Trustees”**); and
3. **Gavin Louis Leverett** and **Emma Jane Leverett** both of 43 Woodmere Drive, Old Whittington, Chesterfield, S41 9TE (in this Deed called the **“Outgoing Trustees”**).

**Recitals**

1. **Richard Fletcher (Metals) Directors Pension Fund** (in this Deed called the “**Scheme**”) is a pension scheme established by a Trust Deed dated 24th November 2006 and which is currently governed by Rules adopted by a Deed of Amendment dated 21st August 2019 and all subsequent amending deeds (in this Deed called the “**Existing Provisions**”).
2. The Principal Employer is the current sponsoring employer to the Scheme.
3. The Continuing Trustees and the Outgoing Trustees are the present Trustees of the Scheme.
4. Under Clause 4.1 of the Existing Provisions the Principal Employer may by deed remove from trusteeship any one or more of the Trustees and appoint any one or more persons to be new or additional trustees of the Scheme.
5. The Principal Employer wishes to remove the Outgoing Trustees as trustees to the Scheme.
6. In this Deed (including the recitals) “**Effective Date**” means the date of this Deed.

**Operative provisions**

1. Pursuant to Rule 4.1.1 of the Existing Provisions, the Principal Employer hereby removes the Outgoing Trustees from their position as trustees of the Scheme with effect from the Effective Date.
2. The Continuing Trustees agree to take all reasonable steps to remove the Outgoing Trustees from the Trusts of the Scheme and any of the assets of the Scheme held in the name of the Outgoing Trustees (jointly or alone), including the removal of the name of the Outgoing Trustees from any relevant registration at HM Land Registry.
3. Electronic signatures adopted in accordance with Electronic Signatures Regulation 2002 (SI 2002 No. 318), whether digital or encrypted, by any and all the parties included in this document are intended to authenticate this document and shall have the same force and effect as manual signatures.
4. Delivery of a copy of this document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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 **Fletcher Plant Limited**

acting by

Director Signature:

Name:

Witnessed in presence of

Signature:

Name:

Address:

SIGNED as a deed, and delivered when dated, by

Signature:

**Richard Paul Fletcher**

Witnessed in presence of

Signature:

Name:

Address:

SIGNED as a deed, and delivered when dated, by

Signature:

**Nicola Maria Fletcher**

Witnessed in presence of

Signature:

Name:

Address:

SIGNED as a deed, and delivered when dated, by

Signature:

**Gavin Louis Leverett**

Witnessed in presence of

Signature:

Name:

Address:

SIGNED as a deed, and delivered when dated, by

Signature:

**Emma Jane Leverett**

Witnessed in presence of

Signature:

Name:

Address: