

Dated: 5th November 2020

Aptus Pension Scheme

Deed of Appointment of Participating Employers

Parties

- 1** The Trustees of the **Aptus Pension Scheme** being **Derek Knowles** and **Katrina Sharon Knowles**, both of 31 Wallace Brae Road, Reddingmuirhead, Falkirk, FK2 0GD, **Bianca Lynsey Bryce** of 2 Lyness Court, Millfield Drive, Polmont, Falkirk, FK2 0SQ and **Gavin Archibald Bryce** of Flat 4, 41 Trust Park, Larbert, Falkirk, FK5 4FN (in this Deed called the '**Trustees**'); and
- 2** **Aptus Estate Agents Ltd** (Company No. SC676369) of 11 Somerset Place, Glasgow, Scotland, G3 7JT (in this deed called the '**Participating Employer**').

Recitals

- (A) **Aptus Pension Scheme** (in this deed called the '**Scheme**') is a pension scheme which was established by an Establishing Trust Deed dated 7th August 2017 and is currently governed by a Trust Deed Adopting Replacement Provisions dated 29th April 2020 and all subsequent amending deeds (in this deed called the '**Existing Provisions**').
- (B) The Trustees under 12.1.2 of the Existing Provisions may at any time by Deed admit a participating employer to the Scheme.
- (C) The Trustees wish to appoint the Participating Employer to the Scheme

Operative provisions

1. Each Trustee who is a member by his execution of this deed gives his consent as a member to any and all modifications made by this deed, and confirms that he has had a reasonable opportunity to make representations to the other Trustees about the modifications, and that he is aware that the consent requirements apply in his case in respect of the modifications. Words given a specific meaning for the purposes of section 67 of the Pensions Act 1995 shall have the same meaning in this clause.
2. In exercise under 12.1.2 of the Existing Provisions the Trustees admit the Participating Employer to the Trusts of the Scheme.
3. The Trustees will undertake all amendments to ensure proper implementation of the changes to the Trusts of the Scheme as required by 6.1 of the Existing Provisions.
4. The Participating Employer undertakes to perform in all their functions and exercise their powers in accordance with the requirements of the Existing Provisions.
5. Unless the context requires otherwise, meanings assigned to words and expressions in the Existing Provisions shall apply to words and expressions not otherwise defined in this deed.

The provisions of this deed shall 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.

SIGNED as a deed, and delivered when dated,
by (signature)
Derek Knowles in the presence of:

Witness Signature: *Evan D. McClelland*
Name : EVAN McCLELLAND
Address : 2 LYNESS COURT
 MILLFIELD DRIVE
 PALMONT
 FALKIRK
 FK2 0SQ

SIGNED as a deed, and delivered when dated,
by *K.S. Knowles* (signature)
Katrina Sharon Knowles in the presence of:

Witness Signature: *Evan D. McClelland*
Name : EVAN McCLELLAND
Address : 2 LYNESS COURT
 MILLFIELD DRIVE
 PALMONT
 FALKIRK
 FK2 0SQ

SIGNED as a deed, and delivered when dated,
by *B. Lynsey Bryce* (signature)
Bianca Lynsey Bryce in the presence of:

Witness Signature: *Evan D. McClelland*
Name : EVAN McCLELLAND
Address : 2 LYNESS COURT
 MILLFIELD DRIVE
 PALMONT
 FALKIRK
 FK2 0SQ

SIGNED as a deed, and delivered when dated,
by (signature)
Gavin Archibald Bryce in the presence of:

Witness Signature: *Evan D. McClelland*
Name : EVAN McCLELLAND
Address : 2 LYNESS COURT
 MILLFIELD DRIVE
 PALMONT
 FALKIRK
 FK2 0SQ

SIGNED as a deed, and delivered when dated,
by **Aptus Estate Agents Ltd** acting by

Director Signature: *KS Knowles*
Name : KATRINA S. KNOWLES.

Witness Signature: *Kevin D. Williamson*
Name : KEVIN D. WILLIAMSON.
Address : 2 LYNSS COURT
 MURFORD DRIVE
 POOLWORTH
 FAIRFAX
 FK2 0SQ