

Dated: 19/12/17.

Deed of Change of Principal Employer

John Ryan Pension Scheme

Parties

1. **Lord John Michael Ryan** and **Lynne Norma Ryan** both of Centuryan House, Grotto Lane, Over Peover, Knutsford, WA16 9HL acting as and for the Trustees of John Ryan Pension Scheme (the "**Trustees**")
2. **MYA Cosmetic Surgery Limited** (Company No 06054101) whose registered office is situate at Suite 3, 1 Cardale Park, Beckwith Head Road, Harrogate, HG3 1RY (the "**Outgoing Principal Employer**")
3. **MYA Clinics Ltd** (Company No 10788058) whose registered office is situate at 1 Cardale Park, Beckwith Head Road, Harrogate, HG3 1RY (the "**New Principal Employer**")

Recitals

- (A) **John Ryan Pension Scheme** (the "Scheme") is a pension scheme which is now governed by a Definitive Trust Deed and Rules dated 28th January 2013 and all subsequent amending Deeds (the "Existing Provisions")
- (B) Under Clause 11.2 of the Existing Provisions, the Trustees may, with the consent of the existing Principal Employer, by deed substitute any other employer as Principal Employer.
- (C) The Trustees are desirous to appoint a new Principal Employer to the Scheme and the New Principal Employer consents to their appointment as evidenced by their execution of this deed. The Outgoing Principal Employer consents to their replacement and removal as the Principal 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 Clause 11.2 of the Existing Provisions the Trustees admit the New Principal Employer to the Trusts of the Scheme to replace the Outgoing Principal Employer in all their powers and functions as Principal Employer.
3. In exercise under Clause 11.2 of the Existing Provisions, the Outgoing Principal Employer consents to their removal and replacement by the New Principal Employer as the Scheme's Principal Employer.
4. The Trustees will undertake all amendments to ensure proper implementation of the changes to the Trusts of the Scheme as required by the Existing Provisions.
5. The New Principal Employer undertakes to perform in all their functions and exercise their powers in accordance with the requirements of the Existing Provisions.
6. Unless the context requires otherwise, meanings assigned to words and expressions in

Company Director (signature):

T. Ryan

Name:

Witness

Signature:

SE Matthews

Name :

S.E. MATTHEWS

Address :

YEW TREE COTTAGE, CHESTER Rd, TABLEY WALBOTHAN

SIGNED as a deed, and delivered when dated,
by MYA Clinics Ltd acting by

Company Director (signature):

T. Ryan

Name:

Witness

Signature:

SE Matthews

Name :

S.E. MATTHEWS

Address :

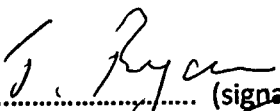
YEW TREE COTTAGE, CHESTER Rd, TABLEY WALBOTHAN

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.

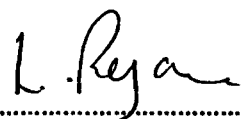
SIGNED as a deed, and delivered when dated, by


..... (signature)
Lord John Michael Ryan

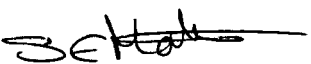
in the presence of:

Witness Signature: 
Name : S.E. MATTHEWS
Address : YEW TREE COTTAGE, CHESTER RD, TABLEY WA16 0HN.

SIGNED as a deed, and delivered when dated, by


..... (signature)
Lynne Norma Ryan

in the presence of:

Witness Signature: 
Name : S.E. MATTHEWS
Address : YEW TREE COTTAGE, CHESTER RD, TABLEY WA16 0HN.

SIGNED as a deed, and delivered when dated,
by **MYA Cosmetics Surgery Limited** acting by