Dated: 29 January 2013

John Ryan Pension Scheme

Deed of Appointment of a Participating Employer

Parties

1 **MYA Cosmetic Surgery Limited** (Company No. 06054101) (in this deed called the 'Principal Employer') of Suit 3 1 Cardale Park, Beckwith Head Road, Harrogate, HG3 1RY

2 **Lord John Michael Ryan** and **Lynne Norma Ryan** both of Centuryan House, Grotto Lane, Over Peover, Knutsford, WA16 9HL (in this deed called the 'Trustees')

3 **Bowden Properties and Investments Limited** (Company No. 05876888) (in this deed called the "Participating Employer") of C/o Mazars LLP, The Lexicon Mount Street, Manchester, M2 5NT

Recitals

(A) John Ryan Pension Scheme (in this deed called the 'Scheme') is a pension scheme which is currently governed by a Trust Deed and Rules dated 28 January 2013 (in this deed called the 'Existing Provisions').

(B) The Trustees under 11.1.2 of the existing provisions may at any time under Deed admit an Participating Employer to the Scheme.

The Trustees wish to appoint a Participating Employer to the Scheme

(C) 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 their power 11.1.2 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 5.1 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 **MYA Cosmetic Surgery Limited** acting
by

Director Signature: J. Ryan
Name : John Ryan

Witness Signature: DN
Name : DAVID NICKLIN
Address : 115 ULLSWATER ROAD
FLIXTON M41 8PL

SIGNED as a deed, and delivered when dated,
by J. Ryan (signature)
Lord John Michael Ryan in the presence of:

Witness Signature: DN
Name : DAVID NICKLIN
Address : 115 ULLSWATER ROAD
FLIXTON M41 8PL

SIGNED as a deed, and delivered when dated,
by L. Ryan (signature)
Lynne Norma Ryan in the presence of:

Witness Signature: DN
Name : DAVID NICKLIN
Address : 115 ULLSWATER ROAD FLIXTON
M41 8PL

SIGNED as a deed, and delivered when dated,
by **Bowden Properties and Investments**
Limited acting by

Director Signature: J. Ryan
Name : JOHN RYAN

Witness Signature: DN
Name : DAVID NICKLIN
Address : 115 ULLSWATER ROAD
FLIXTON
M41 8PL