

Dated: 26 November 2015

***TCA SSAS***

*Deed of Appointment of a Participating Employer*

## Parties

- 1 **Richard Mark Emerson** of 47 Egerton Road, Bristol, BS7 8HN, **Paul Twomey** of 28 Salisbury Avenue, Bristol, BS15 8AL, **Robin Ian Sutton** of 17 Barnwell Drive, Balfron, Glasgow, G63 0RG and **Alan Fraser Cassidy** of 3/1 15 Battlefield Avenue, Glasgow, G42 9HT (in this deed called the 'Trustees')
- 2 **The Climbing Academy (Glasgow) Limited** (in this deed called the "Participating Employer") of First Floor 5 High Street, Westbury-On-Trym, Bristol, BS9 3BY

## Recitals

- (A) **TCA SSAS** (in this deed called the 'Scheme') is a pension scheme which is currently governed by a Trust Deed and Rules dated 26 November 2015 (in this deed called the 'Existing Provisions').
- (B) The Trustees wish to appoint a Participating Employer to the Scheme
- (C) The Trustees under 11.2 (11.1.2) of the Existing Provisions may at any time under Deed admit a 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 their power 11.2 (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 **The Climbing Academy (Glasgow) Limited**  
acting by

Director      Signature: *R.M.E.*  
Name        : *RICHARD EMERSON*

Witness      Signature: *S.M.A. GL*  
Name        : *SIMON CARLIN*  
Address     : *5 LOVERIDGE COURT,*  
                 *BRISTOL BS36 2NX*


SIGNED as a deed, and delivered when dated,  
by *R.M.E.* (signature)  
**Richard Mark Emerson** in the presence of:

Witness      Signature: *S.M.A. GL*  
Name        : *SIMON CARLIN*  
Address     : *5 LOVERIDGE COURT,*  
                 *BRISTOL BS36 2NX*

SIGNED as a deed, and delivered when dated,  
by *Paul Twomey* (signature)  
**Paul Twomey** in the presence of:

Witness      Signature: *S.M.A. GL*  
Name        : *SIMON CARLIN*  
Address     : *5 LOVERIDGE COURT,*  
                 *BRISTOL BS36 2NX*

SIGNED as a deed, and delivered when dated,

by  (signature)

**Robin Ian Sutton** in the presence of:

Witness

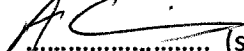
Signature:



Name : CHRISTOPHER CARD

Address: 1/1  
30 NITHSDALE ROAD  
GLASGOW  
G41 2AN

SIGNED as a deed, and delivered when dated,

by  (signature)

**Alan Fraser Cassidy** in the presence of:

Witness

Signature:



Name : CHRISTOPHER CARD

Address: 1/1  
30 NITHSDALE ROAD  
GLASGOW  
G41 2AN