

Dated: 05 January 2009

The Tierney Family Trust

Deed of Appointment of a Participating Employer

Parties

- 1 JOHN TIERNEY and SUSAN TIERNEY both of Conway House, The Fairway, Worplesdon. GU53 3QE (in this deed called the 'Trustees')
- 2 BOUTIQUE LEISURE LIMITED of Grand Prix House, 3rd Floor, 102-104 Sheen Road, Richmond, Surrey. TW9 1UF (Company No. 06781349) (in this deed called the "Participating Employer")

Recitals

- (A) The Tierney Family Trust (in this deed called the 'Scheme') is a pension scheme which is currently governed by a Trust Deed and Rules dated 2 February 2007 (in this deed called the 'Existing Provisions').
- (B) The Trustees under 11.2 of the Existing Provisions may at any time under Deed admit an Participating Employer to the Scheme.
- (C) The Trustees wish to appoint 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 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 with effect from the date that they are capable of providing relevant benefits in accordance with Finance Act 2004 150 (6).
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.

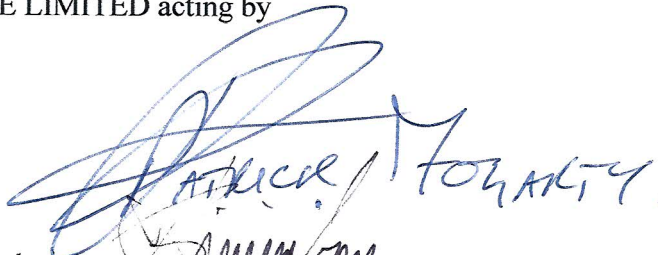
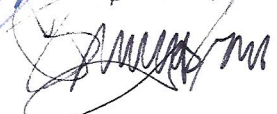
The provisions of this deed shall have effect on and from 31 January 2009

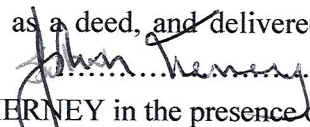
IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.


SIGNED as a deed, and delivered when dated,
by BOUTIQUE LEISURE LIMITED acting by


Director Signature:
 Name :


Director/ Signature:
Secretary Name :


PATRICIA TOHARTY.

JOE LIVINGSTONE

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

Witness Signature: 
 Name : CORINA PRIESTLEY
 Address : 18 GILPIN AVENUE, EAST SHEEN, LONDON, SW14

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

Witness Signature: 
 Name : CORINA PRIESTLEY
 Address : 18 GILPIN AVENUE, EAST SHEEN, LONDON, SW14