

**Deed of Assumption and Conveyance
relating to
The Partick Thistle Football Club Trust**



MURRAY
BEITH
MURRAY

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Our Ref: THR002/PGS**

DEED OF ASSUMPTION AND CONVEYANCE

AMONGST

THE PARTICK THISTLE FOOTBALL CLUB LIMITED, incorporated under the Companies Acts (Registered Number SC005417) and having its Registered Office at The Energy Check Stadium at Firhill, 80 Firhill Road, Glasgow, G20 7AL (the "Company");

and

GERARD JOSEPH BRITTON (also known as Gerry Britton), residing at [REDACTED]
[REDACTED], GORDON SHAW, residing at [REDACTED]
[REDACTED], ROBERT TAYLOR, residing at [REDACTED]
[REDACTED], and EUAN COUPERWHITE, residing at [REDACTED]
[REDACTED] (the "Continuing Trustees")

and

ANDREW BYRON, residing at [REDACTED]
and ALAN CALDWELL, residing at [REDACTED] (the "Retiring Supporter Trustees") (the Retiring Supporter Trustees together with the Continuing Trustees hereinafter referred to as the "Current Trustees")

and

ANDREW BYRON, residing at [REDACTED]
and ALAN CALDWELL, residing at 1 [REDACTED] (the "New Director Trustees")

Background:

- A. This deed relates to the Partick Thistle Football Club Trust (the "Trust") and is supplemental to (i) a Trust Deed dated 23 October 2015 which established the Trust (the "Trust Deed"), (ii) Deed of Variation of Trust Deed dated 24 May 2016 ("Variation One"), (iii) Deed of Variation of Trust Deed dated 20 November 2018 ("Variation Two"), and (iv) Deed of Variation of Trust Deed dated 17, 18, 19, 20 and 21 September 2019 ("Variation Three");
- B. Under Clause 13.7 of the Trust Deed as amended the Trustees may appoint any additional person as a Trustee;
- C. By Variation Two, the said Andrew Byron and Alan Caldwell were appointed as Supporter Trustees;
- D. The said Andrew Byron and Alan Caldwell were appointed as Directors of the Company on 20 November 2019;
- E. The said Andrew Byron and Alan Caldwell have tendered their resignations as Supporter Trustees and it is desired that they now be appointed as Director Trustees of the Trust;
- F. It is recorded that the said David Beattie resigned as a Director of the Company on 20 November 2019 and in accordance with Clause 14.8 of the Trust Deed therefore ceased to be a Director Trustee of the Trust;
- G. It is recorded that the said David Kelly resigned as a Director of the Company on 20 November 2019 and in accordance with Clause 14.8 of the Trust Deed therefore ceased to be a Director Trustee of the Trust;

IT IS AGREED:

1. The Current Trustees in exercise of the powers conferred on them by Clause 13.7 of the Trust Deed and of any and every other power enabling them hereby APPOINT the New Director Trustees with effect from 20 November 2019 notwithstanding the date hereof to be Director Trustees of the Trust to act for all the purposes thereof and the New Director Trustees consent so to act;
2. The Current Trustees DISPONE and CONVEY to themselves, and the New Director Trustees as trustees of the Trust ALL and SUNDRY the whole trust, estate and property, heritable and moveable of every description and wherever situated, at present belonging to the Current Trustees or any of them or under their control as Trustees of the Trust, together with the whole vouchers, titles and instructions thereof;
3. The Retiring Supporter Trustees HEREBY RESIGN the office of Supporter Trustee; And the Continuing Trustees and New Director Trustees HEREBY ACCEPT intimation of the foregoing resignations;
4. The said David Beattie resigned as a Director of the Company on 20 November 2019 and with effect on and from that date ceased to be a trustee of the Trust;
5. The said David Kelly resigned as a Director of the Company on 20 November 2019 and with effect on and from that date ceased to be a trustee of the Trust;
6. This Deed may be executed in any number of counterparts and by each of the parties on separate counterparts;

7. This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes of claims) shall be governed by and construed in accordance with the law of Scotland.

8. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims);

9. Terms defined in the Trust Deed shall have the same meaning in this deed;

10. The Parties consent to the registration of this deed for preservation and execution:

IN WITNESS WHEREOF these presents typewritten on this and the preceding 3 pages are executed as follows:

Witness Anna Sutton (sign)

Full Name ANNA SUTTON (print)

.....

Address [REDACTED]

[REDACTED]

[Signature]

For and on behalf of The Partick Thistle Football Club Limited

GLASGOW

Town/Place of Signing

18/1/20

Date of Signing

Witness Beth.....(sign)

Full Name Beth Adamson.....(print)

Address [REDACTED].....

Witness(sign)

Full Name(print)

Address
.....

Witness(sign)

Full Name(print)

Address
.....

Gerard Joseph Britton

Gerard Joseph Britton

GLASGOW / HIRHILL STADIUM

Town/Place of Signing

19TH DECEMBER 2019

Date of Signing

.....
Gordon Shaw

.....
Town/Place of Signing

.....
Date of Signing

.....
Robert Taylor

.....
Town/Place of Signing

.....
Date of Signing

Witness(sign)

Gerard Joseph Britton

Full Name(print)

Town/Place of Signing

Address

Date of Signing

Witness(sign)

Gordon Shaw

Full Name(print)

Town/Place of Signing

Address

Date of Signing

Witness(sign)

Robert Taylor

Full Name(print)

Town/Place of Signing

Address

Date of Signing

Witness(sign)

Euan Couperwhite

Full Name(print)

Town/Place of Signing

Address

Date of Signing

Witness *Sophie Sands*(sign)

Andrew Byron
Andrew Byron

Full Name *SOPHIE SAUDS*(print)

GLASGOW
Town/Place of Signing

Address 

21/12/19
Date of Signing

Witness *Sophie Sands*(sign)

Alan Caldwell
Alan Caldwell

Full Name *SOPHIE SAUDS*(print)

GLASGOW
Town/Place of Signing

Address 

21/12/19
Date of Signing

Witness B. Adamson.....(sign)

Full Name BETH ADAMSON.....(print)

Address [REDACTED].....

Witness(sign)

Full Name(print)

Address
.....

Witness(sign)

Full Name(print)

Address
.....

Euan Couperwhite.....
Euan Couperwhite

SALINE, FIFE.....
Town/Place of Signing

3 JANUARY 2020.....
Date of Signing

.....
Andrew Byron

.....
Town/Place of Signing

.....
Date of Signing

.....
Alan Caldwell

.....
Town/Place of Signing

.....
Date of Signing