

Mr Gavin McCloskey
Pension Practitioner. Com
Daws House
33-35 Daws Lane
London
NW7 4SD

Date: 23rd September 2011
Our Ref: ID/W2675.002
e-mail: IanDavies@mogers.co.uk
Directdial: 01225 750021

Dear Gavin

Watson Gym Pension Scheme

Further to completion of the in-specie contribution I enclose the following:

1. Assignment of beneficial interest
2. Truste deed
3. Debt agreement
4. Acknowledgement of settlement of debt

I confirm that the originals will be held at Mogers.

I note that for some reason our account remains outstanding. I should be grateful if you would attend to settlement. I enclose a copy of the invoice for reference. Our account details are:

NatWest/RBS Commercial Banking UK
39 Milsom Street
Bath
BA1 1RY

Sort Code 60-02-05
Account number 59251247

Yours sincerely

A handwritten signature in black ink, appearing to be "Ian Davies", written over a horizontal line.

Ian Davies

enc

DATED 25 July 2011

**DEED OF ASSIGNMENT OF BENEFICIAL INTEREST IN UNIT B3 SOUTHGATE
FROM BA11 2RY**

between

WATSON GYM EQUIPMENT LIMITED

and

SIMON WATSON AND CLAIRE BEVERLEY WATSON

CONTENTS

CLAUSE

1.	Assignment.....	1
2.	Further assurance.....	1
3.	Governing law.....	1

THIS DEED is dated 25 July 2011

PARTIES

- (1) **WATSON GYM EQUIPMENT LIMITED** incorporated and registered in United Kingdom with company number 6132239 whose registered office is at Unit B3 Commerce Park Frome Somerset BA11 2FB (**Assignor**).
- (2) **SIMON WATSON and CLAIRE BEVERLEY WATSON** both of Hillcroft Lansdown Road Bath BA1 5TD (**Assignee**).

BACKGROUND

- (A) The Assignor has a debt obligation to the Assignee which they intend to satisfy by the transfer of 47.1% of their beneficial interest in the property known as Unit B3 Southgate Frome BA11 2RY more particularly described in the Schedule ("the Property").

AGREED TERMS

1. ASSIGNMENT

The Assignor hereby assigns to the Assignee with full title guarantee 47.1% of their beneficial interest in the Property in accordance with a Declaration of Trust made between the Assignor and Assignee of even date.

2. FURTHER ASSURANCE

The Assignee covenants with the Assignor that it will not make an application to the court under the Trusts of Land and Appointment of Trustees Act 1996 for an order for sale.

3. LAND REGISTRATION

The Assignor consents to the registration of the following restriction against the Property:

"No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court."

4. GOVERNING LAW

- 4.1 This deed and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes and claims) are governed by and construed in accordance with the law of England and Wales.
- 4.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in


connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE

**All that property known as Unit B3 Southgate Frome BA11 2RY registered at H.M.
Land Registry under Title Number WS45366.**

Executed as a deed by WATSON
GYM EQUIPMENT LIMITED acting
by SIMON WATSON
a director, in the presence of:


.....
Director



.....
SIGNATURE OF WITNESS

Ian Davies
.....
NAME OF WITNESS

Mogers 24 Queen Square Bldg
.....
ADDRESS OF WITNESS

Solicitor
.....
OCCUPATION OF WITNESS

Signed as a deed by
SIMON WATSON
in the presence of:


.....



.....
SIGNATURE OF WITNESS

as above
.....
NAME OF WITNESS

.....
ADDRESS OF WITNESS

.....
OCCUPATION OF WITNESS

Signed as a deed by
CLAIRE BEVERLEY WATSON
in the presence of:


.....


.....
SIGNATURE OF WITNESS

as above
.....
NAME OF WITNESS

.....
ADDRESS OF WITNESS

.....
OCCUPATION OF WITNESS

THIS TRUST DEED is made the

25 July

2011

BETWEEN

- (1) **WATSON GYM EQUIPMENT LIMITED** (co reg no. 6132239) whose registered office is at Unit B3 Commerce Park Frome Somerset BA11 2FB ("the Trustee")
- (2) **SIMON WATSON and CLAIRE BEVERLEY WATSON** both of Hillcroft Lansdown Road Bath BA1 5TD ("the SSAS Trustees")

NOW THIS DEED WITNESSES as follows:

1. **WHEREAS**

- 1.1 The Trustee is the registered proprietor of the property known as Unit B3 Southgate Frome Somerset BA11 2FB registered at HM Land Registry under title number WS45366 the Property") subject to a Legal Mortgage ("the Mortgage") dated 28 February 2008 to Barclays Bank Plc;
- 1.2 The SSAS Trustees are the trustees of the Watson Gym Pension Scheme ("the Pension Scheme") as appointed by a Trust Deed dated 2011 ("the Trust Deed");

2. **DECLARATION OF TRUST**

- 2.1 The Trustee declares by and as that the date of this deed it has:
 - (a) transferred 47.1% of the equity in the Property to the SSAS Trustees; and
 - (b) will hold the Property on Trust for the SSAS Trustees and itself in equal shares of 47.1% for the SSAS Trustees and 52.9% for the Trustee
- 2.2 The SSAS Trustees declare that from the date of this deed they will hold their share in the Property as an asset of the Pension Scheme upon Trust pursuant to the terms of the Trust Deed.
- 2.3 The parties acknowledge that this declaration of trust is subject to the Mortgage
- 2.4 The parties declare that all outgoing and liabilities in relation to the Property will be met by Watson Gym Equipment Limited whilst it occupies the Property.
- 2.5 Watson Gym Equipment Limited and the SSAS Trustees declare that whilst the Property is occupied by anyone other than Watson Gym Equipment Limited, all outgoing and liabilities (other than those specified in clause 4) shall be divided equally between those first mentioned parties.

3. **INDEMNITY**

- 3.1 The Trustee indemnifies the SSAS Trustees against any liability under the Mortgage and any reduction in the value of its share in the Property as a result of the Mortgage or any other charge to which the SSAS Trustees consent.

4. TRUSTEE'S COVENANTS

The Trustee covenants with the SSAS Trustees:

- 4.1 to observe and perform all covenants, restrictions, conditions and stipulations at any time affecting the Property and the terms and conditions of the Mortgage and any other mortgage to which the SSAS Trustees consent, including (without prejudice to the generality of the foregoing) the obligation to make all payments due under the Mortgage or any other charge to which the SSAS Trustees consent;
- 4.2 to keep the Property and any contents insured against all usual comprehensive risks to the full reinstatement or replacement value of the same and to pay the insurance premium subject to the provisions of the Mortgage and to apply any money received on any policy of insurance effected on the Property and any contents in replacement or reinstatement of the same;
- 4.3 that neither party shall create or purport to create any charge mortgage lien or other interest in respect of the Property as a whole or their respective shares or to dispose by sale, gift or otherwise of the whole or part of their respective shares without the consent in writing of the other party.
- 4.4 to keep the Property in good and tenantable condition and to deal with all essential repairs without delay;
- 4.5 that no non-essential maintenance and/or improvements to the Property may be carried out without the consent of the other party.
- 4.6 whilst Watson Gym Equipment Limited occupies the Property to pay the SSAS Trustee the sum of £10,000 per annum (in advance and in such equal payments as the parties shall agree) in consideration of Watson Gym Equipment Limited utilising the Property for the purpose of its business.

IN WITNESS whereof the parties have signed as a Deed the day and year above written.

Executed as a Deed by the Trustee and signed
by a director in the presence of:



Signature of Witness

Name (in block capitals)

Address

Signed as a Deed by the SSAS Trustees
in the presence of



Signature of Witness



Name (in block capitals)

IAN DAVIES

Address

Moggs, 24 Queen Square Bath

The Trustees of the Watson Gym Pension Scheme

C/o Pension Practitioner.com

Daws House

33-35 Daws Lane

London

NW7 4SD

Dear Sirs

Watson Gym Pension Scheme - Pension Scheme Tax Reference:

00770864RL

I confirm that Watson Gym Equipment Limited ("the Company") wishes to make a contribution of £117,750 to the above mentioned plan and that this is a debt due to the plan from the date of this agreement.

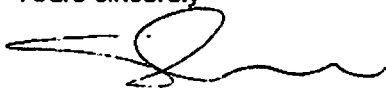
I can confirm that the debt will be satisfied by way of an In-specie contribution of 47.15% of the equity in the property known as Unit B3 Southgate Frome Somerset BA11 2FB. The contribution has been calculated on the basis of a valuation of the Property by Carter Jonas dated 29 June 2011.

The company acknowledges that the value of the assets may vary and that any shortfall between the value of the contribution stated above and the value of the assets at the date of transfer will be paid into the above mentioned plan within a reasonable period after the contribution is made. If that payment is received after the end of the tax year then the additional tax reclaim will fall into that tax year.

Please acknowledge receipt of this letter by signing and dating a copy of the duplicate.

This letter and your acceptance will form the agreement for the above mentioned contribution, on the date of your acknowledgment.

Yours sincerely



Simon Watson for Watson Gym Equipment Limited

22 July 2011

COPY

The Trustees of the Watson Gym Pension Scheme

C/o Pension Practitioner.com

Daws House

33-35 Daws Lane

London

NW7 4SD

Dear Sirs

**Watson Gym Pension Scheme - Pension Scheme Tax Reference:
00770864RL**

I confirm that Watson Gym Equipment Limited ("the Company") wishes to make a contribution of £117,750 to the above mentioned plan and that this is a debt due to the plan from the date of this agreement.

I can confirm that the debt will be satisfied by way of an in-specie contribution of 50% of the equity in the property known as Unit B3 Southgate Frome Somerset BA11 2FB. The contribution has been calculated on the basis of a valuation of the Property by Carter Jonas dated 29 June 2011.

The company acknowledges that the value of the assets may vary and that any shortfall between the value of the contribution stated above and the value of the assets at the date of transfer will be paid into the above mentioned plan within a reasonable period after the contribution is made. If that payment is received after the end of the tax year then the additional tax reclaim will fall into that tax year.

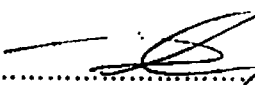
Please acknowledge receipt of this letter by signing and dating a copy of the duplicate.

This letter and your acceptance will form the agreement for the above mentioned contribution, on the date of your acknowledgment.

Yours sincerely

Simon Watson for Watson Gym Equipment Limited

We acknowledge receipt of your letter.



.....

The Trustees of the Watson Gym Pension Scheme

22 July 2011

From:

The Trustees of the Watson Gym Pension Scheme
c/o Pension Practitioner.com
Daws House
33-35 Daws Lane
London
NW7 4SD

To:

Watson Gym Equipment Limited
Unit 3B
Southgate
Frome
BA11 2RY


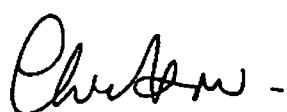
Dear Sirs

Watson Gym Pension Scheme – Pension Scheme Tax Reference 00770864RL

Further to the creation of the debt obligation to us on 22 July 2011 and completion of the in specie contribution of 47.1% of your beneficial interest in Unit B3, Southgate, Frome BA11 2RY to us on 25 July 2011, we acknowledge that the said in specie contribution settles the debts due to us under the debt obligation.

Yours faithfully

Simon Watson and Claire Beverley Watson – Trustees of the Watson Gym Pension Scheme

Trustees of the Watson Gym
Pension Scheme
c/o Pension Practitioner.com
Daws House
33-35 Daws Lane
London
NW7 4SD

Date: 29 July 2011
Our Ref: ID/Watson/W2675002
E-mail: iandavies@mogers.co.uk
Direct dial: 01225 750021

VAT Registration No: 138 2251 82

TO AMOUNT OF PROFESSIONAL CHARGES FOR :

acting on your behalf in relation to the in specie contribution of 47.1% of the equity in Unit B3
Southgate, Frome

To include all incidental telephone and other attendances and correspondence

Our charge for the above	1,500.00
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VAT @ 20%	300.00
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1,800.00

NON-VAT DISBURSEMENTS

Search fees	13.00
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1,813.00

WITH THE COMPLIMENTS OF :

Please note that with regard to this invoice:

- (1) You have the right under the Solicitors Act 1974 to have it checked by a Court.
- (2) We will charge interest at 4% above the Bank of England base rate on unpaid costs from 28 days after the date of receipt.