

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~~ *specified* shares of 47.1% for the SSAS Trustees and 52.9% for the Trustee *Ng*
- 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