

DECLARATION OF TRUST

THIS TRUST DEED is made on

BETWEEN

- (1) Martin Lynch of Sandmar, 5 Fordlands Crescent, Bideford, Devon. EX39 3NN and Daniel Lynch of 3 St Johns Road, Ascot, Berks. SL5 7NQ and Henry Lynch of 4, Clarke Court 64 High St, Egham, Surrey TW20 9EY as the trustees of The M L And S Martin Lynch & Sons Limited Pension Scheme. (Registered Proprietor)
- (2) JENNIFER IRENE LYNCH of 19 Lakeside Drive, Chobham, GU24 8BD as Trustee of JENSPOT SSAS (Beneficiary)

NOW THIS DEED WITNESSES as follows:

1. Recitals

- 1.1 The Registered Proprietor is the proprietor of the freehold known Wessex House, Drake Avenue, Staines-Upon-Thames TW18 2AP registered at Land Registry under title numbers SY478156 ("the Property").
- 1.2 The Beneficiary has received a credit in-specie of £484,500 from the Registered Proprietor to enable the Beneficiary to acquire a beneficial interest in the Property.
- 1.3 The acquisition of the beneficial interest was completed on 31 August 2022.
- 1.4 The Registered Proprietor and Beneficiary desires to make a declaration of the beneficial interest in the Property.

2. Declaration of Trust

The Registered Proprietor hereby declares that they hold the Property and all rights therein, together with the net proceeds of any sale, income or disposal of the Property on trust and for the benefit of the Registered Proprietor and the Beneficiary at a ratio of 51.55% (Registered Proprietor) and 48.45% (Beneficiary)

3. Insurance and Charge Provision

The Registered Proprietor undertakes that

- 3.3 he will maintain public liability insurance and to pay the insurance premium subject 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;

- 3.4 Neither party shall create or purport to create any charge mortgage lien of other interest (other than the Mortgage) 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. Repair Provision

The Registered Proprietor and Beneficiary covenant with each other that non-essential maintenance and/or improvements to the Property may be carried out without the consent of the other party.

5. Tenancy in Common

The Property will be held as tenancy in common between the Registered Proprietor and the Beneficiary.

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

SIGNED as a deed, and delivered
when dated, by
..... (signature)
JENNIFER IRENE LYNCH in the
presence of:

Witness
Signature :
Name :
Address :

SIGNED as a deed, and delivered
when dated, by
..... (signature)
MARTIN DEREK LYNCH in the
presence of:

Witness
Signature :
Name :
Address :

SIGNED as a deed, and delivered
when dated, by
..... (signature)
DANIEL LYNCH in the presence of:

Witness
Signature :
Name :
Address :

SIGNED as a deed, and delivered
when dated, by

..... (signature)
HENRY LYNCH in the presence of:

Witness

Signature :

Name :

Address :