**DECLARATION OF TRUST**

**DEED OF VARIATION**

**THIS TRUST DEED** is made the 2018

**BETWEEN**

1. **Robert Goddard LLP (OC334257)** of Aldrich House, Vicarage Farm Road, Peterborough, PE1 5TP **(First Part Proprietor)**
2. **Second Sight CL Limited** (company number **01959248**) of 11 Ludgate Broadway, London, EC4V 6DR **(Second Part Proprietor)**
3. **Paul Anthony Tookman** and **Anna Christy Tookman** both of 134 Hartford Road, Huntingdon, PE29 1XQ and **Oliver Ian Tookman** of 160 Hartford Road, Huntingdon, PE29 1XQ **(Beneficiaries)**

**NOW THIS DEED WITNESSES** as follows:

1. Recitals

* 1. The First Part Proprietor and the Second Part Proprietor (the “Registered Proprietors”) are the proprietors of freehold 6-8 Bridge Street, Wisbech, Cambridgeshire, PE13 1AF ("the Property”) under a Declaration of Trust dated 31 March 2018.
  2. The Beneficiaries are the Trustees of Tookman SSAS ("the Pension Scheme") as appointed by a Trust Deed dated 11th January 2011.
  3. The Second Part Proprietor of Second Sight CL Limited has made an in-specie contribution of £186,810 to the Beneficiaries on 5 April 2018 and wish to settle this contribution by way of a transfer of property.
  4. The Second Part Proprietor shall release their declared beneficial interest in the Property under their consideration of their contribution of £186,810 to the Pension Scheme.
  5. The Parties to this Deed are desirous to make a declaration of the beneficial interest in the Property.

2. Declaration of Trust

The 1st Part Proprietor hereby declares that he holds the Property and all rights therein, together with the net proceeds of any sale, income or disposal of the Property and on trust and for the benefit of the Beneficiaries at a ratio of 33.97% in favour of the Beneficiaries and 66.03% in favour of The Registered Proprietors.

3. Mortgage Provision

The 1st Part Proprietor undertakes that;

Neither party shall create or purport to create any charge mortgage lien of 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 of part of their respective shares without the consent in writing of the other party.

4. Repair Provision

The 1st Part Proprietor and Beneficiaries 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 1st Part Registered 1st Part Proprietor and the Beneficiaries.

**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 **Second Sight CL Limited**

acting by

**Director**

Signature :

Name :

**Director**

Signature :

Name :

**Robert Goddard LLP**

SIGNED as a deed, and delivered when dated,

by **Second Sight CL Limited**

acting by

**Limited Partner**

Signature :

Name :

**Limited Partner**

Signature :

Name :

**Signed** as a **Deed** by the said

**Paul Anthony Tookman**

in the presence of,

Signature of Witness:

Name (in block capitals):

Address:

**Signed** as a **Deed** by the said

**Anna Christy Tookman**

in the presence of,

Signature of Witness:

Name (in block capitals):

Address:

**Signed** as a **Deed** by the said

**Oliver Ian Tookman**

in the presence of,

Signature of Witness:

Name (in block capitals):

Address: