

## **DECLARATION OF TRUST**

**THIS TRUST DEED** is made on

**BETWEEN**

- (1) **Robert Goddard LLP** (company number **OC334257**) of Aldrich House, Vicarage Farm Road, Peterborough, PE1 5TP (Registered Proprietor)
- (2) **Second Sight CL Limited** (company number **01959248**) of 11 Ludgate Broadway, London, EC4V 6DR (Beneficiary)

**NOW THIS DEED WITNESSES** as follows:

**1. Recitals**

- 1.1 The Registered Proprietor is the proprietor of the freeholds known as 6-8 Bridge Street, Wisbech, Cambridgeshire, PE13 1AF registered at Land Registry under title numbers CB118669 and CB277925 ("the Property") subject to a Legal Mortgage ("the Mortgage") in favour of Santander Bank Plc;
- 1.2 The Beneficiary has received a credit in-specie of £186,810 from the Registered Proprietor to enable the the Beneficiary to acquire a beneficial interest in the Property.
- 1.3 The acquisition of the beneficial interest was completed on 29 March 2018.
- 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 66.03% (Registered Proprietor) and 33.97% (Beneficiary)

**3. Mortgage Provision**

The Registered Proprietor undertakes that

- 3.1 he will observe and perform all covenants, restrictions, conditions and stipulations at any time affecting the Property and the terms and conditions of the Mortgage;
- 3.2 during the continuance of the Mortgage repayments due to Santander Corporate and Commercial shall be made by the Registered Proprietor;

- 3.3 he will maintain public liability insurance 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;
- 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 **Robert Goddard LLP**  
acting by

Designated Member

Signature :   
Name : OLIVER TOOKMAN

Designated Member

Signature :   
Name : PAUL A. TOOKMAN

Signed as a Deed by **Second Sight CL Limited**  
Acting by;

  
in the presence of

Signature of Witness 

Name (in block capitals) JESSICA SUSAN PHILPPS

Address 69 SOUTHWELL STREET  
PORTLAND  
DORSET  
DT5 2EF

Robert Goddard LLP  
Aldrich House, Vicarage Farm Road, Peterborough, England, PE1 5TP  
Registration Number: OC334257

Second Sight CL Limited  
11 Ludgate Broadway  
London  
EC4V 6DR

Date:

Dear Sirs,

Robert Goddard LLP has agreed to make a transfer of property for monies worth £186,810 on 29<sup>th</sup> March 2018 following a promise for a payment to the Directors Loan Account.

Having regard to the resources of the LLP, the LLP proposes to settle this debt in the form of an in-specie payment represented by the freehold properties at 6-8 Bridge Street, Wisbech, Cambridgeshire, PE13 1AF.

Yours faithfully

A handwritten signature in blue ink, appearing to be 'R. Goddard', written over a horizontal line.

Partner

Second Sight CL Limited  
11 Ludgate Broadway, London, EC4V 6DR  
Registration Number: 01959248

Robert Goddard LLP  
Aldrich House  
Vicarage Farm Road  
Peterborough  
PE1 5TP

Date:

Dear Sirs,

We have noted that Robert Goddard LLP has agreed to make a transfer of property for monies worth £186,810 on 29 March 2018 following a promise for a payment to the Directors Loan Account.

This letter should be accepted as confirmation that we have recorded this payment as a debt due to the Directors Loan Account in accordance with an Agreement dated 29 March 2018.

We accept settlement of this debt in the form of an in-specie payment represented by the freehold properties at 6-8 Bridge Street, Wisbech, Cambridgeshire, PE13 1AF.

We have noted that this payment to the Company represents full and final settlement of the debt due to the Directors.

Our solicitor, Carla Goodyear of Fraser Dawbarns LLP will instruct a registration of interest in title at the Land Registry.

Yours faithfully



Director

Second Sight CL Limited  
11 Ludgate Broadway, London, EC4V 6DR  
Registration Number: 01959248

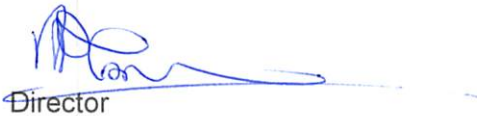
Robert Goddard LLP  
Aldrich House  
Vicarage Farm Road  
Peterborough  
PE1 5TP

Date:

Dear Sirs,

Following the transfer of part of the freehold properties at 6-8 Bridge Street, Wisbech, Cambridgeshire, PE13 1AF it is noted that payment represents full and final settlement of the debt due to the Company under an Agreement dated 29 March 2018.

Yours faithfully



Director

Second Sight CL Limited  
11 Ludgate Broadway, London, EC4V 6DR  
Registration Number: 01959248

Trustees of the Tookman SSAS  
c/o The Administrator  
Registered Scheme Administrator  
48 Chorley New Road  
Bolton  
BL1 4AP

Date:

Dear Sirs,

Second Sight CL Limited has agreed to make a cash pension contribution to the Scheme of £186,810 on 5 April 2018 for the provision of retirement benefits to invited scheme members. That contribution is to be held in the non-member's account until such time that we advise you of the allocation of the contribution.

Having regard to the resources of the Company, the Company proposes to settle this debt in the form of an in-specie payment represented by part of the freehold properties at 6-8 Bridge Street, Wisbech, Cambridgeshire, PE13 1AF.

This asset will not give rise to an assessment under Sections 174A, 185A to 185I, 273ZA and Schedule 29A Finance Act 2004.

Yours faithfully

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a long horizontal line.

Director

Trustees of the Tookman SSAS  
c/o The Administrator  
Registered Scheme Administrator  
48 Chorley New Road  
Bolton  
BL1 4AP

Second Sight CL Limited  
11 Ludgate Broadway  
London  
EC4V 6DR

Date:

Dear Sirs,

We have noted that Second Sight CL Limited has agreed to make a cash pension contribution to the Scheme of £186,810 on 05 April 2018.

This letter should be accepted as confirmation that we have recorded this payment as a debt due to the Trustees and Administrator in accordance with an Agreement dated 04 April 2018.

Having regard to the ages of the member and the requirements of the Scheme, we accept settlement of this debt in the form of an in-specie payment represented by the freehold properties at 6-8 Bridge Street, Wisbech, Cambridgeshire, PE13 1AF.

We have noted that this payment to the Scheme represents full and final settlement of the debt due to the Trustees and that the asset will not constitute taxable property for the purposes Sections 174A, 185A to 185I, 273ZA and Schedule 29A Finance Act 2004.

Our solicitor, Carla Goodyear of Fraser Dawbarns LLP will instruct a registration of interest in title at the Land Registry.

Yours faithfully



TRUSTEE



**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 (**Registered Proprietor**)
- (2) **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 (**Second Beneficiary**)

**NOW THIS DEED WITNESSES** as follows:

1. Recitals
  - 1.1 The Registered Proprietor is the proprietor of freehold 6-8 Bridge Street, Wisbech, Cambridgeshire, PE13 1AF ("the Property")
  - 1.2 Pursuant to a Declaration of Trust dated 31 March 2018, and made between the Registered Proprietor and **Second Sight CL Limited** (company number **01959248**) of 11 Ludgate Broadway, London, EC4V 6DR (**First Beneficiary**) both parties declared their respective beneficial interest and entitlement in the Property.
  - 1.3 The First Beneficiary has made an in-specie contribution of £186,810 to the Second Beneficiary on 5 April 2018 and wish to settle this contribution by way of a transfer of property.
  - 1.4 The First Beneficiary shall assign their entire beneficial interest and entitlement in the Property as document in the Declaration of Trust in favour of the Second Beneficiary.
  - 1.5 The Parties to this Deed are desirous to make a declaration of the beneficial interest in the Property.

2. Declaration of Trust

The Registered 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 on trust and for the benefit of the Second Beneficiary at a ratio of 33.97% in favour of the Second Beneficiary and 66.03% in favour of The Registered Proprietor.

3. The Registered Proprietor undertakes that

3.1 he will observe and perform all covenants, restrictions, conditions and stipulations at any time affecting the Property and the terms and conditions of the Mortgage;

3.2 during the continuance of the Mortgage repayments due to Santander Corporate and Commercial shall be made by the Registered Proprietor;

3.3 he will maintain public liability insurance 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;

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 Second 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 Registered Proprietor and the Second Beneficiary.

#### 6. Land Registry Restriction

The Registered Proprietor and Second Beneficiary shall apply to HM Land Registry for the following restriction to be entered onto the Register:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered is to be registered estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title numbers CB118669 and CB277925 or their conveyancer that the provisions of a Declaration of Trust dated 2018 and made between Robert Goddard LLP and the Second Beneficiary have been complied with.

**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 **Robert Goddard LLP**  
acting by

**Limited Partner**

Signature :



Name :

OLIVER TOOKMAN

**Limited Partner**

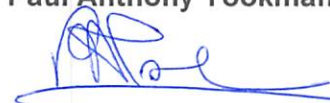
Signature :



Name :

PAUL A. TOOKMAN

**Signed as a Deed by the said**  
**Paul Anthony Tookman**




in the presence of,  
Signature of Witness:



Name (in block capitals): JESSICA SUSAN PHILIPPS

Address: 69 SOUTHWELL STREET  
PORTLAND, DORSET  
DT5 2EF

**Signed as a Deed by the said**  
**Anna Christy Tookman**



in the presence of,  
Signature of Witness:



Name (in block capitals): JESSICA SUSAN PHILIPPS

Address: 69 SOUTHWELL STREET  
PORTLAND, DORSET  
DT5 2EF

**Signed as a Deed by the said**  
**Oliver Ian Tookman**



in the presence of,

Signature of Witness:

A handwritten signature in blue ink, appearing to read 'Susan Philipps', enclosed within a hand-drawn oval.

Name (in block capitals): JESSICA SUSAN PHILIPPS

Address: 69 SOUTHWELL STREET  
PORTLAND  
DORSET  
DT5 2EF

**Dated**

**2018**

**SECOND SIGHT CL Limited**

**and**

**PAUL ANTHONY TOOKMAN; ANNA CHRISTY TOOKMAN AND OLIVER IAN TOOKMAN**

---

**Deed of Assignment of Beneficial Interest**

**In**

**property known as 6-8 BRIDGE STREET WISBECH CAMBRIDGESHIRE PE13 1AF**

---

**Fraser Dawbarns LLP**   
**SOLICITORS**

21 Tuesday Market Place, Kings Lynn, Norfolk PE30 1JW

## TABLE OF CONTENTS

1.	Interpretation .....	1
2.	Assignment .....	1
3.	Notice of assignment.....	2
4.	Third party rights .....	2
5.	Governing law .....	2
6.	Jurisdiction .....	2

THIS DEED is dated

2018

## **PARTIES**

- (1) **Second Sight CL Limited (company number 01959248)** of 11 Ludgate Broadway, London, EC4V 6D (the Assignor); and
- (2) **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 (the Assignee).

## **BACKGROUND**

The Assignor has a Beneficial Interest in the Property, which it has agreed to assign to the Assignee on the terms of this deed on the date of this deed.

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this deed.

#### **1.1 Definitions:**

**Beneficial Interest:** the Assignor's share in the equitable estate of the Property as set out in the declaration of trust dated \_\_\_\_\_ and made between Robert Goddard LLP and the Assignor

**Owner:** **Robert Goddard LLP (OC334257)** of Aldrich House, Vicarage Farm Road, Peterborough, PE1 5TP

**Property:** the freehold property at 6-8 Bridge Street Wisbech Cambridgeshire and registered at HM Land Registry with absolute title under title numbers CB118669 and CB277925.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

- 1.4 A reference to **writing** or **written** includes fax but not e-mail.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

- 1.6 Unless otherwise expressly provided, the obligations and liabilities of the parties under this deed are joint and several.

### **2. ASSIGNMENT**

In consideration of an in-specie contribution of £ 186,810.00 paid by the Assignor to the Assignee in lieu of contribution (receipt of which is acknowledged), The Assignor assigns its Beneficial Interest to the Assignee on the date of this deed.

**3. NOTICE OF ASSIGNMENT**

As soon as practicable and in any event within 7 days following the date of this deed, the Assignee shall give written notice of the assignment to the Owner and shall send a copy of the notice to the Assignor.

**4. THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

**5. GOVERNING LAW**

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 or claims) shall be governed by and construed in accordance with the law of England and Wales.

**6. JURISDICTION**

The parties irrevocably agree that the courts of England and Wales shall 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 AGREEMENT** has been entered into as a deed on the date stated at the beginning of it.




Signed as a deed by **SECOND SIGHT CL LIMITED** in the presence of:



SIGNATURE OF WITNESS

NAME, ADDRESS AND  
OCCUPATION OF WITNESS



SIGNATURE OF Assignor

JESSICA SUSAN PHILIPPS  
69 SOUTHWELL STREET  
PORTLAND, DORSET, DT5 2EF  
PERSONAL ASSISTANT

Signed as a deed by PAUL ANTHONY TOOKMAN in the presence of:



SIGNATURE OF WITNESS

NAME, ADDRESS AND  
OCCUPATION OF WITNESS



SIGNATURE OF Assignee


JESSICA SUSAN PHILIPPS  
69 SOUTHWELL STREET  
PORTLAND, DORSET, DT5 2EF  
PERSONAL ASSISTANT

Signed as a deed by ANNA CHRISTY TOOKMAN in the presence of:



SIGNATURE OF WITNESS

NAME, ADDRESS AND  
OCCUPATION OF WITNESS



SIGNATURE OF Assignee

JESSICA SUSAN PHILIPPS  
69 SOUTHWELL STREET  
PORTLAND, DORSET, DT5 2EF  
PERSONAL ASSISTANT

Signed as a deed by OLIVER JAN TOOKMAN in the presence of:



SIGNATURE OF WITNESS

NAME, ADDRESS AND  
OCCUPATION] OF WITNESS



SIGNATURE OF Assignee

JESSICA SUSAN PHILIPPS  
69 SOUTHWELL STREET  
PORTLAND, DORSET, DT5 2EF  
PERSONAL ASSISTANT