

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 :

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: