**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

1.1 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”)

* 1. The Beneficiaries are the Trustees of Tookman SSAS ("the Pension Scheme") as appointed by a Trust Deed dated 11th January 2011.
	2. The Second Part-registered Proprietor of Second Sight CL Limited has paid an in-specie consideration of £93,405 to the Beneficiaries on 30 March 2018 to acquire a beneficial interest in the Property.
	3. The Registered Proprietors desire to make a declaration of the beneficial interest in the Property.

2. Declaration of Trust

The Registered Proprietors 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 Registered Proprietors and the Beneficiaries at a ratio of 16.99% in favour of the Beneficiaries and 83.01% in favour of The Registered Proprietors. (First Part Proprietor 66.02% and Second Part Proprietor 16.99%)

3. Mortgage Provision

The Registered Proprietors 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 Registered Proprietors 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. Land Registry Restriction

A restriction shall be entered onto the Register that: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a written consent by all of the Trustees of the Tookman SSAS, which is governed by a Trust Deed dated 11 January 2011.

6. Tenancy in Common

The property will be held as tenancy in common between The Registered Proprietors 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 :

**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: