DEED OF TRUST creating

Tname

John Alan of the house Doe

Grantor

Tstename (Name of strawman)

Trustee

**Deed** of Trust dated this twenty-ninth day of August 2022.

**Parties:**

John Alan (Hereinafter known as “Grantor”)

Tstename (Hereinafter known as “**Trustee**”)

**Background:**

A. The Grantor establishes this private express trust with the sole intent and purpose of asset protection of “Secured Party” interest on the Personal Property Security Register over the “Debtor” being the Estate of Crown Entity DOE B/CERT#.

B. The Trustee has agreed to become the trustee upon the terms and with and subject to the powers and discretions set out in this deed.

C. The Grantor has paid to the Trustee and the Trustee holds the sum of one (1) .999 Fine Silver ½ (troy) coin upon the terms and with and subject to the powers and discretions set out in this deed.

**TRUST TERMS are set out as follows:**

# TRUST NAME

## The Trust created by this deed shall be known as **Tname Trust (“Trust”)**.

# dEFINITIONS AND meanings

## **Definitions**: In this deed, unless the context otherwise states:

**“Beneficiaries**” mean any Living-Man who receives or may receive an interest in the Trust Fund, pursuant to this Deed.

“**Discretionary Beneficiaries**” means:

### the Grantor.

### any offspring of Grantor.

### any sui juris Living-Man or their offspring appointed pursuant to clause 6.1(a),

but does not include any Living-Man who has been removed from the class of Discretionary Beneficiaries pursuant to clause 6.1(b).

“**Final Beneficiaries**” mean:

**John Alan of the house Doe**

**Jane Ellen of the house Doe**

“**Living-Man**” means sui juris natural-born live man or live woman and their offspring.

“**Offspring**” means the natural-born living descendants of the beneficiaries, including any Living-Man adopted.

“**Property**” means property of any kind or nature and includes any right or interest therein.

**“Sui Juris”** means Living-Man or woman’s own right, possessing full, social, and civil right not under any legal disability or the power of another or guardianship.

“**Trust**” means the Trust created by this Deed.

“**Trust Fund**” means the sum of one (1) .999 Fine Silver ½ (troy) coin referred to in the introduction to this deed and any property which may in the future be received or acquired by the Trustee from any source whatever for the purposes of the Trust.

“**Trust Period**” means the period from the date of this deed until the Vesting Day.

“**Trustee**” means the Trustee for the time being of the Trust, whether original, additional, replaced or substituted.

“**Vesting Day**” means:

1. the last day of the maximum duration applicable to the trusts of this deed specified under clause 2,3; or
2. such earlier day as the Trustee may from time to time by deed or deeds appoint.

## **Interpretation:** In this deed:

### unless the context otherwise requires:

#### words importing the singular include the plural and vice versa.

#### reference to a clause is, unless otherwise specified, a reference to a clause of this deed.

### .

## **Maximum duration**: The maximum duration applicable to the trusts of this deed shall be 120 years from the date of this Deed.

# DECLARATION OF TRUST

## The Grantor directs and declares, and the Trustee declares and acknowledges, that the Trustee shall stand possessed of the Trust Fund, with and subject to the powers and discretions, contained or implied in this deed.

# PROFIT DISTRIBUTION

## **Distribution**: The Trust was formed for asset-protection purposes and will not receive any profit from passive or non-passive investments.

# DISTRIBUTION OF CAPITAL BEFORE THE VESTING DAY

## The Trustee may at any time pay or apply all or any part of the capital of the Trust Fund to or for such one or more of the Discretionary Beneficiaries who are then living as the Trustee in their absolute and uncontrolled discretion think fit.

# APPOINTMENT AND REMOVAL OF DISCRETIONARY BENEFICIARIES

## **Power to appoint and remove Beneficiaries**: The Grantor, may by deed executed before the expiry of the Trust Period:

### appoint any Living-Man or class of Living-Man to become a member of the class of Discretionary Beneficiaries.

### remove any Living-Man or class of Living-Man from the class of Discretionary Beneficiaries and any Living-Man or class of Living-Man so removed shall, from the date specified in such deed.

## **Suspension of power**: Where the Grantor is Mentally incapable, the powers to appoint and remove Discretionary Beneficiaries under clause 6.1 shall not be exercisable during the period of incapacity. A replacement Grantor will be appointed by the Trustee if the Grantor is not deemed fit to act by a suitably qualified medical practitioner, within 6 months of incapacity.

# DISTRIBUTION ON THE VESTING DAY

## **Distribution of capital**: The Trustee shall hold the Trust Fund on the Vesting Day upon trust:

### for such of the Discretionary Beneficiaries or such one or more of them to the exclusion of the other or others.

### in respect of such of the Trust Fund that may not be validly appointed on or before the Vesting Day, for the Final Beneficiaries who are then living. If none of the Final Beneficiaries nor any of their offspring are living on the Vesting Day, then pursuant to the Memorandum of Wishes by the Grantor.

## **Offspring**: No offspring, whose mother or father is living on the Vesting Day and takes a vested interest in the Trust Fund, shall take any interest in the Trust Fund.

# POWERS OF TRUSTEE

## **Powers**: The Trustee shall have all rights, powers, and privileges of a natural living man or woman and may deal with the Trust Fund as if the Trustee were the absolute owner of and beneficially entitled to the Trust Fund.

## **Powers and discretions of sole Trustee**: the sole Trustee, accepts and undertakes to discharge the Trust created by this deed upon the terms and conditions hereof and agrees, for the benefit of the Beneficiaries, to exercise such of the rights and powers vested by this Deed in the same manner, as they would in the conduct of their own affairs.

# DUTIES OF THE TRUSTEE

## **Adherence to Trustee’ duties**: In exercising the powers and discretions vested in the Trustee by this deed the Trustee shall act in good faith and with clean hands in equity.

# TRUSTEE/BENEFICIARY

## **No self-benefit**: Notwithstanding anything contained or implied in this deed, no Trustee shall exercise any power or discretion vested, in their own favour.

# APPOINTMENT AND REMOVAL OF TRUSTEE

## **Grantors’ powers of appointment and removal**: The Grantor shall have the powers, exercisable at their sole discretion, to appoint and remove the Trustee.

## **Transfer of powers of appointment and removal**: A Grantor may, by deed or will, and on such terms and conditions as the Grantor thinks fit, transfer the powers of appointment and removal held by that Grantor to any sui juris Living-Man.

## Mental incapacity of Trustee: A Trustee who is or becomes mentally incapable shall cease to be a Trustee and the Grantor as holder of the power to appoint and remove the Trustee may appoint a replacement Trustee.

## **Grounds for appointment**: The Grantors’ power to appoint a Trustee may be exercised to:

### replace a Trustee who dies, becomes mentally incapable, retires, or is removed as a Trustee.

### add one or more additional Trustee where the Grantor considers it desirable to do so for the proper execution of the Trust.

## **Grounds for removal**: Without prejudice to any other grounds upon which a Trustee may be removed, the Grantor may remove a Trustee if the removal is considered by the Grantor to be desirable for the proper execution of the Trust.

## **Duties on the exercise of powers**: The Grantor as holder of the power to remove or appoint the Trustee shall exercise any of those powers honestly and in good faith, and for proper purposes.

## **Means of appointment and removal**: Grantors’ exercise of the powers of appointment and removal shall always be by deed.

# LIABILITY AND INDEMNITY OF TRUSTEE

## **No liability of Trustee with exceptions**: No Trustee shall be liable for any loss incurred by the Trust Fund or by any Beneficiary not attributable to that Trustee’s or representatives’ dishonesty, wilful misconduct, or gross negligence.

## **Trustee Indemnity**: The Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any liability that the Trustee may incur in any way arising out of or in connection with their actions, provided such liability is not attributable to that Trustee’s dishonesty, wilful misconduct or gross negligence.

## **Information confidentiality**: Where the Trustee decides to make disclosure of any of the Trust documents, they may:

### require the recipient to enter such confidentiality undertakings as the Trustee deems necessary or desirable.

# TRUST DEED AMENDMENT

22.1 The Trustee may, during the Trust Period, vary, revoke, or enlarge all or any of the provisions of this deed, with the prior written consent of the Grantor.

Autographed AS A DEED

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| --- | --- |
|  in the presence of:Witness to autograph:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Autograph of witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Occupation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City/town of residence |   John Alan (Grantor) |
|  |  |
| in the presence of:Witness to autograph:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Autograph of witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Occupation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City/town of residence |  Tstename (Trustee) |
|  |  |