

Strictly Private & Confidential

Express Private Family Trust

Xylophone Yellow Zebra Private Trust

xylophone-yellow-zebra-010124

x-y-z-private-trust-010124

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This Express Private Family Trust

made as of

this {First} Day of the {First} Month in the Year of Our Lord Two Thousand and Twenty-Four  
as evidenced by Royal Mail Special Delivery Number AB 1234 5678 9GB

This Deed is written in plain, simple English and plain simple counting systems.

This Trust is executed exclusively and inherently within the jurisdiction of Natural Law in which both form and substance are inherent in every case. The Applicable Law is therefore the Law of Equity, the Constitutional Common Law: Legem Terrae; the Law of the Land, of The Territory or place which is specified in the First Schedule.

All Rights Reserved None Waived Ever.

## Recitals

### Whereas:

- A. MR/MRS/MS FIRSTNAME MIDDLENAME LASTNAME, or any derivative of commercial title, is both a legal entity and a person with a legal personality registered in the jurisdiction of the corporation of the United Kingdom.
- B. FIRSTNAME MIDDLENAME LASTNAME LIMITED is a corporation registered in England and Wales pursuant to the Companies Act 2006.
- C. The Trust shall reside and execute exclusively and inherently within the jurisdiction of the Applicable Law (as defined in clause 1.0).
- D. This Trust is established so that the Trustee can distribute the benefits of the Trust Property to the Beneficiaries in keeping with all of the provisions and conditions contained within this Express Private Trust.
- E. It is the express intention of the woman who at times acts as the Settlor to create a Private Trust.
- F. It is the Settlor's specific intention to create a Trust exclusively for the benefit of the Beneficiaries of this Express Private Trust.
- G. This Private Trust Deed was originally expressed orally on the date described in the First Schedule, and expressed through the Universal Postal Union as evidenced by Royal Mail Special Delivery Number AB 1234 5678 9GB, by and between:
  - (i) the woman : First-Middle: Last. who sometimes acts as and is described as the Settlor in the First Schedule (the Settlor); and
  - (ii) MR/MRS/MS FIRSTNAME MIDDLENAME LASTNAME who sometimes acts as and is described as the Initial Trustee in the First Schedule [the Initial Trustee];
  - (iii) FIRSTNAME MIDDLENAME LASTNAME LIMITED who sometimes acts as and is described as the Trustee in the First Schedule [the Trustee].
- H. The woman who sometimes acts as Settlor wishes to establish a Trust to be applied for the benefit of the man or woman who sometimes acts as a Beneficiary.
- I. The woman who sometimes acts as Settlor has paid or will pay to the Trustee the Settlement Sum.
- J. The Trust constituted by this Deed shall be known by the name of Xylophone Yellow Zebra Private Trust as specified as such in the First Schedule.

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Now this Deed Witnesseth as follows:

## 1.0 Definitions and Interpretations

### 1.1 Definitions

In this Deed, including its recitals, the language being used is simple English and the meanings of the words are defined in the Oxford English Dictionary. Where further clarification is necessary for specific terminology, the following expressions are defined:

“Accounting Records” means those financial records relating to the Trust.

“Applicable Law” means the Natural Law, the Law of Equity, the Constitutional Common Law: Legem Terrae; the Law of the Land of The Territory (as defined in clause 1.0). For absolute clarity, this excludes all forms of Government or Parliamentary Acts, Statutes, Legislation, or Regulations and other legal constructs not applicable to living men and women and their offspring. Natural Law, the Law of Equity, and the Constitutional Common Law shall not be construed or implied to mean admiralty law, common law, Roman civil law, statutory law or any other facet or body of law or jurisdiction.

“Beneficiary / Beneficiaries” means where the context permits, the boy, girl, man, or woman who sometimes acts as the Primary Beneficiary, the Secondary Beneficiary, the Tertiary Beneficiary, and the Default Beneficiary and any or all of them notwithstanding that such boys, girls, men, or women may not be in existence or may not be within the meaning of any of the expressions as at the date of this Deed and, in the case of any such boy, girl, man, woman, person, company or corporation incorporated or unincorporated who acts as the trustee of any trust or settlement, notwithstanding that the trust or settlement of which he is a trustee has not been formed or come into existence or does not fall within the defined category at the date of this Deed.

“Company” means a society or association of two or more men and/or women united in undertaking any trade, industrial, or other activity in line with the Applicable Law.

“Corporation” means a legal entity registered in the Legal System of The Territory as a commercial corporation engaged in business and commerce that makes money by selling goods or services.

“Creator” means The One Eternal Creator and Truth of all that is, was, and ever will be to which there is no peer or superior.

“Deed” means this Deed as amended or supplemented from time to time.

“Default Beneficiary” means the boy, girl, man, or woman specified as such in the First Schedule or who may be from time to time appointed in accordance with the terms of and within this Deed.

“Distributable Sustenance” means the net sustenance of the trust.

“Extraneous Interest” means, in relation to the Trustee, an interest being or arising out of:

[a] any office, place of surplus or employment held by the Trustee in or in respect of the Trust;

[b] any office, place of surplus or employment held by the Trustee in or in respect of, or any membership of, interest in or relationship of creditor to, anybody corporate or

partnership whether or not the Trustee (as such) has any interest in it, or dealings or potential dealings with that body corporate or partnership;

[c] any transaction to which the Trustee (otherwise than as Trustee of the Trust) is a Party or is in any way, whether as principal, agent or otherwise interested, and to which the Trustee (as such) is a Party or in which the Trustee (as such) is in any other way interested;

[d] without limitation, any other interest of the Trustee (otherwise than as Trustee of the Trust) or duty of the Trustee (otherwise than as Trustee of the Trust) to a third party whose interest or duty conflicts or may possibly conflict with the Trustee's duties in respect of the Trust.

"First Schedule" means the First Schedule forming part of this Deed.

"Initial Trustee" means the first Trustee appointed by the Settlor and the Party specified as such in the First Schedule.

"Jurisdiction" means Legem Terrae, the Law of the Land, as defined in the constitution of each country, state, territory, or place which is specified in the First Schedule.

"Legal" means cognizable in courts of law, as distinguished from courts of equity; construed or governed by the rules and principles of the legal system.

"Legal System" means the Legislature's (Government/Parliament) apparatus, framework, and infrastructure used by their judiciary for Legal matters and cases, including but not limited to, legal courts, judges and the rules passed and enforced by such in each country, state, territory, or place which is specified in the First Schedule. Legal rules include but are not limited to, those policies, acts, statutes, legislation, and regulations pertaining to legal entities such as corporations and their registered employees.

"Man" means a sentient living flesh and flowing blood creation of The Creator.

"Net Funds Gains" or "Net Gain in Funds" is simply the gain in and above starting funds.

"Offspring" includes a girl, boy, man, or woman who is an offspring of a Beneficiary either legally or lawfully born of or adopted by whether before or after the execution of this Deed.

"Party" means an entity including but not limited to a man, woman, person, partnership, association (whether incorporated or not), company, corporation, or other legal entity.

"Perpetuity Date" means the last day of the Perpetuity Period or such earlier date as the Trustee shall appoint pursuant to clause 8.

"Perpetuity Period" means the period commencing on the date of this Deed and expiring on the earlier of:

[a] the last day of the period of one hundred and twenty-five years (125) from the date of this settlement, which period, and no other, shall be the applicable Perpetuity Period; and

[b] such date, shall, for the time being, be specified pursuant to the power conferred by sub-clause 8;

[c] The date calculated by reference to the law relating to perpetuities which may from time to time be applicable to this Deed;

[d] Such other date as the Trustee may appoint; provided always that notwithstanding anything contained in this Deed to the contrary, all powers and dispositions made by or pursuant to or contained in this Deed, which but for this provision would or might vest, take effect, or be exercisable after the expiration of the Perpetuity Period shall vest on and take effect on and be exercisable only until the last day of the Perpetuity Period.

“Person” includes, without limiting the generality, a legal entity, company, corporation, partnership, association (whether incorporated or not), or other legal entity whether or not it acts in the capacity of Trustee of any trust or settlement.

“Primary Beneficiary” means the boy, girl, man, or woman or Party or Parties specified as such in the First Schedule or who are from time to time appointed as such in accordance with the provisions of this Deed.

“Property” means living entities such as flora and fauna (including but not limited to pets, boys, girls, men, or women) assets, acquisitions or real, personal, moveable, or immovable property of any description and wherever situated or located including policies of insurance, or endowment, cash, cryptocurrencies, digital assets of any lawful kind and choses in action.

“Res” means living entities such as flora and fauna (including but not limited to pets, boys, girls, men, or women) assets, acquisitions or real, personal, moveable, or immovable property of any description and wherever situated or located including policies of insurance, or endowment, cash, cryptocurrencies, digital assets of any lawful kind and choses in action, or any other item for which ownership can be lawfully secured.

“Secondary Beneficiary” means the boy, girl, man, or woman or the party or parties specified as such in the First Schedule or who are from time to time appointed as such in accordance with the provisions of this Deed.

“Set Aside” in relation to a Beneficiary, includes placing sums to the credit of such Beneficiary.

“Settlement Sum” means the amount paid or to be paid by the Settlor to the Trustee as specified in the First Schedule.

“Settlor” means the man or woman described as such in the First Schedule together with their successor, administrator, or permanent assigns.

“Spouse” means the man or woman and includes in relation to a Party, another Party who although not legally married (legally only relates to statutory legislation) to the Party, lives with the Party on a bona fide basis as the husband, wife, or ‘sacred other’ of the Party.

“Sustenance” means that amount of funds obtained from either the productivity of labour or the proceeds from investment of the Trust Fund and/or the property thereof; as this is a private not for surplus profit (NFSP) non-government organisation or structure (NGO) all sustenance derived by the trust is not subject to the United Kingdom of Great Britain Corporation’s taxes legislation, or tax of any other jurisdiction, or any other tax legislation as amended, re-written, varied, replaced, or re-enacted from time to time and including their regulations, and any additions thereto, and where the context requires, any of them. This Trust’s tax status is defined in the First Schedule.



“Tertiary Beneficiary” means the boy, girl, man, or woman or the Party or Parties specified as such in the First Schedule or who are from time to time appointed as such in accordance with the provisions of this Deed.

“The Territory” means that designated portion of the earth’s surface which is deemed the imperially extensive real estate holdings of the nation over which all power must be exercised within the strict letter of the law of the land. For example the American Constitution, 1215 Magna Carta, or a system of Natural Law such as the Ancient Brehon Law in Ireland.

“Transaction” means and includes but is not limited to any contract, agreement, arrangement, or dealing whether formal, or informal, in writing, or oral, and whether or not the contract, agreement, or dealing is enforceable.

“Trust” means the trust constituted by and comprised in this Deed.

“Trustee” means the Party specified as such in the First Schedule or such other Trustee or Trustees appointed, replaced, or substituted from time to time in accordance with this Deed.

“The Trust Fund” means:

[a] the Settlement Sum;

[b] any further or additional property which any Party, company, or corporation may donate to, assign to, transfer to, or vest in cause to be vested in the Trustee to be held upon the trust and subject to the powers and provisions of this Trust;

[c] any other property that may from time to time be held by the Trustee upon and subject to the trusts contained in this Deed;

[d] the money, investments, and property of every description for the time being and from time to time representing the property referred to in subclauses a to c hereof;

[e] any Sustenance of the Trust Fund accumulated by the Trustee pursuant to the power so to do contained in this Deed; and

[f] the property described in the First Schedule hereto.

“Woman” means a sentient living flesh and flowing blood creation of The Creator.

“Year” for the purposes of this Deed (except for the purposes of the definition of net sustenance primary production) means and includes each of the following periods:

[a] the period from the date of execution of this Deed until the next succeeding {Number} Day of the {Number} Month;

[b] the period of twelve months ending on the {Number} Day of the {Number} Month;

[c] the period from the {Number} Day of the {Number} Month immediately prior to the Perpetuity Date and ending on the Perpetuity Date.

## 1.2 Interpretations

In the interpretation of any provision of this Deed, the following provisions will apply:

- [a] the singular shall include the plural and vice versa and either gender shall include both genders;
- [b] a reference to any act or statute (statutory legislation does not apply to this private trust) shall be construed as a reference to that enactment as amended, modified, rewritten, or re-enacted from time to time and to any such enactment repealing, or replacing the first mentioned enactment or consolidating them and includes the regulations, orders in council or ordinances which may be under or pursuant to them;
- [c] the headings contained in this Deed shall not be taken into account in its construction;
- [d] a reference to a Party shall be construed as a reference to any Party, company, incorporated association, partnership, body corporate, trustee, or trust, or other body of Parties;
- [e] a reference to a Party being present shall mean present as a man or woman or by proxy by another man or woman;
- [f] references to clauses, subclauses, or schedules shall be to the clauses, subclauses, or schedules of this Deed;
- [g] if any term of this Deed is by law unenforceable or made inapplicable, it shall be severed or read down but so as to maintain (as far as possible) all other terms of this Deed;
- [h] Applicable Law: this Trust shall be interpreted according to the law form as defined by the Settlor. For the avoidance of any doubt, all terms, definitions, expressions and meanings are as defined by the Settlor;

## 2.0 Declaration of Settlor

### 2.1 Declaration

It is the Settlor's intent to create an Express Trust to hold property in trust for the benefit of the Beneficiaries as listed in the First Schedule. This Express Trust has been created lawfully by natural right.

The Settlor declares and directs (and the Trustee acknowledges and accepts such declaration) that:

- [a] the Trustee holds the legal estate at the request of the Settlor, for the benefit of the Beneficiaries as listed in the First Schedule;
- [b] no part of the Trust Fund or the Sustenance shall ever revert to or be held in trust for the Settlor or his estate or be capable of doing so, it being the express intention of the Settlor that the Beneficiaries shall take in any event;
- [c] the Trustee shall hold the Trust Fund upon the trusts and with and subject to the powers and provisions contained in this Deed;

[d] the Trustee shall have power at any time and from time to time during the Perpetuity Period in his absolute discretion, to accept such additional property or Res as may be donated to, assigned to, transferred to, or vested in it to be held upon and subject to the trusts contained in this Deed.

### 3.0 Discretion as to Sustenance of the Trust Fund

#### 3.1 Determine Sustenance

The Trustee shall in each year determine the Sustenance of the Trust Fund after allowing for all expenses of the Trust Fund.

#### 3.2 Classification of Sustenance

In determining the Sustenance of the Trust Fund, the Trustee may classify the Sustenance into one or more of such classes as he may in his absolute discretion determine and may account separately for each such class of Sustenance or part of it. Without limiting the generality of the above in such determination, the Trustee may identify and account separately for such part of that Sustenance (if any) which represents:

- [a] any funds surplus;
- [b] net funds gained;
- [c] distributable sustenance;
- [d] foreign source sustenance;
- [e] sustenance to which a foreign tax credit attaches;
- [f] interest;
- [g] royalties; or

#### 3.3 Trustee May Determine

The Trustee at any time prior to the expiration of any year determine with respect to all or any part of the Sustenance of the Trust Fund derived during any such year:

- [a] to pay, apply, or Set Aside such Sustenance or any part of it for all or one or more of the Primary Beneficiaries living or in existence at the time of the determination;
- [b] to pay, apply, or Set Aside such Sustenance or any part of it for all or one or more of the Secondary Beneficiaries living or in existence at the time of the determination;
- [c] to pay, apply, or Set Aside such Sustenance or any part of it for all or one or more of the Tertiary Beneficiaries living or in existence at the time of the determination;
- [d] to accumulate such Sustenance or any part of it, provided that if the Trustee has not by the {Number} Day of the {Number} Month in each such year exercised his discretion to pay, apply, Set Aside, or accumulate the whole or any part of such Sustenance then the Trustee shall hold it on trust absolutely for the Default Beneficiary.

#### 3.4 Procedure for Determination

The following rules shall apply to any determination made pursuant to clause 3.3 namely:

- [a] any determination to accumulate Sustenance shall be conditional upon the Applicable Law in force in relation to this Deed giving effect to such determination at the end of the

year in which such determination is made but except as provided in this clause 3.4 each said determination shall be irrevocable;

[b] if at the end of any year the aggregate amount in respect of which determinations have been made pursuant to sub-clause 3.3 hereof exceeds the Sustenance of the Trust Fund derived during that year the amount of the excess shall firstly be deducted from the amount (if any) which the Trustee has determined to accumulate and only the balance of such amount to be accumulated (if any) shall then be accumulated and if after such deduction the aggregate amount in respect of which determinations have been made pursuant to sub-clause 3.3 still exceeds the Sustenance of the Trust Fund for such year then the Trustee shall be deemed to the extent of such excess to have applied the funds of the Trust Fund pursuant to clause 4;

[c] any determination may be made in writing, signed by the Trustee or by resolution duly passed at a meeting of the Trustees, or in the case of a determination to pay, apply, or Set Aside any amount for any Beneficiary, may be made by placing such amount to the credit of such a Beneficiary in the books of the Trust Fund, or by drawing any cheque in respect of such amount made payable to, or for, the credit of such a Beneficiary, or by paying such amount in cash to or for the benefit of such a Beneficiary;

[d] the Trustee shall have complete discretion as to the making of any determination and shall not be bound to assign any reason for making such determination;

[e] in making any determination to pay, apply, or Set Aside any amount the Trustee may exclude any Beneficiary and may determine to pay, apply, or Set Aside such an amount between the Beneficiary in such proportions and in such a manner as the Trustee in his absolute discretion shall deem fit;

[f] if the Sustenance of the Trust Fund in any year includes any amounts which are Net Funds Gains, then in making any determination to pay, apply, or Set Aside any portion of the Net Funds Gains or Sustenance from Primary Production, it shall be paid, applied, or Set Aside for the benefit of such Beneficiary or Beneficiaries as the Trustee in his absolute discretion shall deem fit to the exclusion of some or all of the Beneficiaries;

### 3.5 Amount Set Aside

Any amount Set Aside for any Beneficiary (or held for a Beneficiary, pursuant to the proviso of sub-clause 3.3) shall not form part of the Trust Fund, but shall, upon setting aside or upon the Thirtieth (30th) day of June in that year, be held by the Trustee as a separate Trust Fund upon trust for such man or woman who sometimes acts as a Beneficiary absolutely with power to the Trustee, pending payment over such man or woman who sometimes acts as a Beneficiary to invest or apply for the benefit of such a Beneficiary, or deal with such fund or any relating sustenance in the manner provided for in this Deed in relation to the Trust Fund.

### 3.6 Accumulation

Any amount of any accumulation shall be dealt with as an accretion to the Trust Fund, but so that the Trustee may at any time or times resort to all such accumulations and pay, apply, or Set Aside the whole or any part or parts of it, as if it or they, were Sustenance of the Trust Fund.

### 3.7 Vested Interest

It is declared that each of the Beneficiary in whose favour:

[a] the Trustee may pay, apply, or Set Aside the Sustenance for that year; or

[b] upon the failure of the Trustee to exercise his discretion to pay, apply, Set Aside, or accumulate under this clause 3, shall be entitled to share in the Sustenance for that year as is provided in this Deed,

Shall have an immediate and indefeasible vested interest in that part of the Sustenance for that year to which that Beneficiary is entitled. It is the express intention of the Settlor that each Beneficiary shall be presently entitled to his or her share of such Sustenance where the Trustee shall pay, apply, or Set Aside the Sustenance; or

Failing the exercise of the Trustee's discretion to pay, apply, Set Aside, or accumulate, such man or woman who sometimes acts as a Beneficiary shall be entitled to share in such Sustenance, as provided in this Deed, and shall be presently entitled to his, her, or their share in such Sustenance.

### 3.8 Mother, Father, Guardian, or Spouse

For the purposes of this clause, such Sustenance to which a Beneficiary becomes entitled, or which the Trustee shall determine to pay or apply, pursuant to this Deed, may be paid out by the Trustee to such one or more of the men or women who sometimes act as a mother, father, guardian, or spouse of the Beneficiary or to the Beneficiary, or to a separate banking account in the name of the mother, father, guardian, or spouse of the Beneficiary and the Beneficiary or in the name of the Beneficiary alone, as the Trustee in his absolute discretion shall deem fit for the maintenance, benefit, support and advancement in life of the Beneficiary and in making any such payment the Trustee shall not be bound to see the application of any amount or thing so paid and the receipt of such a mother, father, guardian, spouse, banker, or Beneficiary shall be a good and sufficient discharge of the duties of the Trustee in that regard.

### 3.9 Sustenance of Funds

The Trustee may determine:

[a] whether any amount received by him or to which he is entitled or the value of any Property to which he becomes entitled is to be treated as being on Sustenance or funds account and also to determine the accounting period in which it is so shared; and

[b] whether any loss or outgoing or any charge or provision of any kind whatsoever is to be treated as being on Sustenance or funds account and to determine the accounting period in which it is to be so treated,

All Sustenance derived by the Trust, being a private Not For Surplus Profit (NFSP) Non-Government Organisation or structure (NGO), is tax free and distributable at the sole and absolute discretion of the Trustee/s pursuant to clause 3.

### 3.10 Identify & Record

The Trustee shall in each year identify and separately record and maintain in the books of account and records for the Trust, all classes of sustenance or funds referred to in this clause 3.

## 4.0 Discretion as to Funds of the Trust Fund

### 4.1 Termination & Vesting

The Trust shall terminate and the Trust Fund shall vest absolutely on the Perpetuity Date. Upon such termination and vesting the Trustee:

[a] may pay and assign part or whole of the Trust Fund to such one or more of the Tertiary Beneficiaries then living or in existence (whether to the exclusion of some of them or not); and

[b] shall pay and assign the whole of the Trust Fund (or the balance, if any, as the case may be) to such one or more of the Primary Beneficiaries and the Secondary Beneficiaries then living or in existence (whether to the exclusion of some of them or not);

in such proportions between the described classes of Beneficiaries and in such amounts to the members of those respective classes as the Trustee shall in his absolute discretion deem fit. Provided that where any infant who sometimes acts as a Beneficiary chosen by the Trustee has not attained the age of eighteen (18) years, the Trustee may pay and assign the proportion of the Trust Fund appointed to him to such infant beneficiary, or to the man or woman who sometimes acts as his mother, father, or guardian; or to a bank account in the name of that infant beneficiary, or in the name of the mother, father, or guardian and, the receipt of the mother, father, guardian, infant beneficiary, or banker shall be a good and sufficient fulfilment of the obligations of the Trustee in that regard and the Trustee shall not be bound to see the application of any such amount or thing.

## 5.0 Power to Pay or Apply for the Benefit of Beneficiaries

### 5.1 Apply Whole or Part

The Trustee, with the guidance of the Beneficiaries, shall have and may exercise at any time and from time to time prior to the Perpetuity Date, power to pay or apply the whole or any part of the Trust Fund to or for the benefit of all or any one or more exclusively of the others of the Primary Beneficiaries, the Secondary Beneficiaries, or the Tertiary Beneficiaries then living or in existence and in such proportions or manner as the Trustee shall deem fit.

### 5.2 Payment to Mother, Father, Guardian, or Bank Account

Where any Beneficiary, chosen by the Trustee, has not attained the age of eighteen (18) years, the Trustee may pay such amount or thing via payment to a Beneficiary or the man or woman who sometimes acts as the mother, father, or guardian, or to a bank account in the name of the Beneficiary and/or the mother, father, or guardian of such Beneficiary and the receipt of the Beneficiary, mother, father, guardian, or banker shall be a good and sufficient discharge to the Trustee and the Trustee shall not be bound to see the proper application of such amount or thing.

### 5.3 Power to Transfer

The Trustee shall have the power at any time or times and from time to time in their absolute discretion with or without consideration, to pay or transfer the whole or any part of the Trust Fund or the Sustenance:

[a] to the Trustee or Trustees for the time being of any settlement where any of the men or women who sometimes act as a Beneficiary are or is beneficially entitled whether absolutely, contingently, presumptively, or prospectively to be held by such Trustee or Trustees as an addition to the property comprised in such other settlement (freed and discharged from the trusts powers and provisions of the trust) whether such settlement shall be governed by the Applicable Law of England and Great Britain, and whether its Trustee or Trustees shall be subject to the Jurisdiction of the independent Applicable Law courts of England and Great Britain and the Applicable Law of England and Great Britain;

[b] to any company or corporation in which all or any one or more of the men or women who sometimes act as a Beneficiary are or is beneficially entitled whether absolutely, contingently, presumptively, or prospectively to any shares (freed and discharged from the trust powers and provisions of this Trust) whether such company or corporation has been correctly incorporated according to the laws of the State or Country of incorporation; and

[c] to another trust.

#### 5.4 Manner of Payment, Application, or Setting Aside

The payment, application, or setting aside of the Sustenance of the Trust Fund may be effectively made as follows:

[a] for a Beneficiary who is not under a legal disability;

[i] by paying such Sustenance to the Beneficiary or to such Party on behalf of the Beneficiary as the Beneficiary may authorise or direct; or

[ii] by setting such Sustenance aside to a separate account in the books of the trust in the name of the Beneficiary and upon such setting aside such moneys shall constitute a loan at call and shall not bear interest;

[b] for a Beneficiary who is a minor or otherwise under a legal disability;

[i] by payment to an account with a bank or financial institution in the name of the Beneficiary or in the name of a Party, who may be the Trustee, operating such account on behalf of or in trust for the Beneficiary;

[ii] by payment as the Trustee may decide to the man or woman who sometimes acts as a mother, father, or guardian, of the Beneficiary, to be applied for the benefit of the Beneficiary;

[iii] by payment as the Trustee may decide to any Party to be applied directly for or towards the benefit in any way whatsoever of the Beneficiary;

[iv] by setting aside Sustenance to a separate account in the books of the Trust in the name of the Beneficiary;

[v] by paying such Sustenance to any man or woman or Party who by law is entitled to receive money on behalf of or to administer the property of the Beneficiary;

[c] payment may be made to a Beneficiary, not being a man or woman, notwithstanding that such Beneficiary may have a liquidator (including a provisional liquidator), receiver, manager, or receiver and manager, or administrator appointed to it or in respect of his assets;

[d] the Trustee may, unless otherwise precluded by law, pay from an account referred to in sub-clause 5.4 [b] [iv] or in an account referred to in sub-clause 5.4 [a] [ii] moneys which are to be applied for the maintenance, education, or advancement of the Beneficiary for whom the account is held;

[e] the Trustee may affect a distribution of Sustenance to a Beneficiary by one, both, or partly by either of the methods of allocation provided in sub-clause 5.4 [a] or 5.4 [b].

#### 5.5 Effective, Full & Final Discharge

The payment, application, or Setting Aside of Sustenance to or for a Beneficiary and under a legal disability in accordance with the provisions in this clause, shall be effective and constitute a full and final discharge to the Trustee whether made with or without the obtaining of a receipt. Where moneys are paid or Set Aside in accordance with the provisions of this clause the Trustee shall not be bound to see the application of them. Where moneys are invested on behalf of a Beneficiary who is under a legal disability in accordance with this clause, such investment will constitute a discharge to the Trustee in relation to such moneys from the trusts of this Deed other than such as is stated to expressly apply to such investment.

#### 5.6 Transfer in Specie

The Trustee shall have the power at any time and from time to time in his absolute discretion to discharge in whole or in any part of any obligation to pay the Trust Fund or Sustenance to a Beneficiary by transferring in specie any property of the Trust Fund to a Beneficiary, and when and where that is done:

[a] the Trustee may conclusively determine the value of any property to be transferred and may do so by entering the amount in the accounting records of the Trust; and

[b] without limitation of any other powers of the Trustee, the Trustee may, without obtaining consent or a valuation, make any appropriation of property of the Trust in its actual condition or state of investment which Applicable Law would enable the Trustee to make only either or both with the consent of any Party and following a valuation.

#### 5.7 Determination or Resolution

The payment, application, or setting aside of Sustenance of the Trust Fund to or for the benefit of a Beneficiary may be by determination or resolution of the Trustee, and upon such determination or resolution being made the Beneficiary shall have an immediate vested indefeasible interest in and to that part or parts of the Sustenance of the Trust Fund so paid, applied, or Set Aside for the financial year to which the determination or resolution relates.

#### 5.8 Specify Category & Amount

Any such determination or resolution may specify a category and the amount of Sustenance from that category to which a Beneficiary is entitled, and such determination or resolution may provide to pay, apply, or Set Aside Sustenance of the Trust Fund by reference to a specific sum or a percentage of the Sustenance or any category of Sustenance derived during a year.

#### 5.9 Not Affected

A trust declared or effective in respect of Sustenance paid, applied, or Set Aside for a Beneficiary shall not be affected by the subsequent exercise of any power or revocation or amendment of this Deed.



## 5.10 Determinations or Resolutions Irrevocable

The determinations or resolutions of the Trustee allocating Sustenance provided in this clause shall be irrevocable and the Sustenance of the Trust Fund shall be dealt with as required by such determination or resolution.

## 5.11 Payment of Tax

This Not For Surplus Profit (NFSP) Non-Governmental Organisation or structure (NGO) Private Trust is exempt from taxation of any kind and all sources of Sustenance may be distributed at the sole discretion of the Trustee/s pursuant to clause 3.9.

## 6.0 Loans to the Trustee, or Beneficiaries

### 6.1 Approval of Loan to Beneficiary by Trustee

The Trustee may at any time and from time to time before the Perpetuity Date lend any sum or sums out of the Trust Fund and any other moneys held in trust hereunder to the Beneficiary on such terms and conditions as may be approved in writing by the Trustee.

### 6.2 Approval of Loan to Initial Trustee By Primary Beneficiary

A man or woman who sometimes acts as a Primary Beneficiary may at any time and from time to time before the Perpetuity Date lend any sum or sums to the Initial Trustee on such terms and conditions as may be agreed in writing by the Trustee.

### 6.3 Approval of Loan to Initial Trustee By Trustee

The Trustee may at any time and from time to time before the Perpetuity Date lend any sum or sums out of the Trust Fund and any other moneys held in trust hereunder to the Initial Trustee on such terms and conditions as may be approved in writing by the Trustee.

## 7.0 Appointment of Additional Beneficiaries

### 7.1 Initial Trustee May Appoint

Notwithstanding anything to the contrary herein contained, the Initial Trustee may at any time and from time to time before the Perpetuity Date, by notice in writing to the Trustees, or in the manner prescribed in sub-clause 30, appoint any Party, corporation, trust, charity, body or association, incorporated or unincorporated who or which is alive or in existence at the date of such appointment, to be a Beneficiary for the purpose of this Deed and the appointee shall as and from the date of such appointment become a Primary Beneficiary, a Secondary Beneficiary, or a Tertiary Beneficiary according to the specification of such appointment and in the event that such appointment does not specify the class of the beneficiary to which the appointee shall belong, the appointee shall as and from the date of such appointment become a Tertiary Beneficiary.

## 8.0 Termination of Trust

### 8.1 Earlier Date

The Trustee may at any time in his absolute discretion appoint a date earlier than the last day of the Perpetuity Period to be the Perpetuity Date for the purpose of this Deed and in which case the Trust Fund and the Trust shall terminate and vest absolutely on that earlier date.

## 9.0 Expenses of Trust

### 9.1 Expenses

The expenses in connection with the administration of this Trust, including the remuneration and charges of the Trustee (if any) and of the investment and reinvestment of any part of the Trust Fund and the collection of Sustenance and other sums, shall be charged against the Sustenance but, if such Sustenance is insufficient for such purpose, then such sums shall be charged against the Trust Fund or so much of it as may be required in addition to the Sustenance for such purpose.

### 9.2 Appropriation of Trust Fund

The Trustee may appropriate any part of the Trust Fund, in the actual condition or state of investment of that part at the time of appropriation, in or towards satisfaction of the share of any man or woman in the Trust Fund as the Trustee may, in their discretion, deem just and reasonable.

### 9.3 Remuneration of Authorised Trustee Company Fund

Any Trustee, being a company authorised by the Applicable Law, or a corporation registered in the Legal System, to take in its own name a grant of probate of the will of a deceased Party, may charge and be paid out of the Trust Fund and the Sustenance, remuneration in accordance with its scale of fees in force from time to time, and may, without accounting for any resultant surplus, act as banker and perform any service on behalf of the Trust Fund and on the same terms as would be made with a customer of that company or corporation.

### 9.4 Remuneration of Trustee Other than an Authorised Trustee Company

The Trustee (not being a company referred to in sub-clause 9.3) may charge and be paid out of the Trust Fund and or the Sustenance such remuneration as the Trustee shall consider reasonable, provided that a Trustee being a solicitor, chartered accountant, or public accountant may in respect of any such year elect to charge and be paid out of the Trust Fund or the Sustenance the usual professional and other charges for all business transacted, time spent, and acts done by them or their firm in connection with the powers, provisions, and requirements of this Trust in that year, including the acts which a Trustee not being a solicitor, chartered accountant, or public accountant could have done personally.

### 9.5 No Bond or Security

The Trustee shall not be required to give any bond or security for the due and faithful administration of the Trust Fund or for the discharge of the Trust.

## 10.0 Trustee's Extraneous Interests

### 10.1 Scope of Trustee's Duties

A Trustee may, without breach of any duty arising under this Deed (including without limitation any breach of trust):

[a] have any extraneous interest; and

[b] hold any office, place of surplus or employment, or be a member or creditor of any body corporate or partnership that in any case does or could give rise to an extraneous interest in the Trustee.

### 10.2 Transaction not Vitiating

Any transaction in which a Trustee is interested (as such) or to which a Trustee (otherwise than as Trustee of the Trust) is a Party shall not be vitiated, avoided, or voidable merely because a Trustee has an extraneous interest in or in relation to that transaction.

### 10.3 No liability for Extraneous Interest

The Trustee is not and no other Party is, merely because a Trustee has an extraneous interest, liable to account for any surplus or benefit received by the Trustee or any other Party or to hold any property on any trust for the Beneficiary or to compensate the Trust or the Beneficiary for any loss suffered.

## 11.0 Exercise of Powers & Discretion of Trustee

### 11.1 Exercise

The exercise of any power or discretion conferred on the Trustee shall be:

[a] exercisable by the Trustee in his absolute and unfettered discretion as long as it is in line with the directions of the Trust and the duties of the Trustee as outlined in this Deed, and no Trustee shall be held liable for any loss or damage occurring as a result of its exercising or refusing or failing to exercise any such discretion of power;

[b] without liability for any breach of trust except to the extent (if any) that such a breach is a result of the Trustee's own wilful default or neglect;

[c] indemnified and held without claim against any losses, death duties, gift duties, taxes, and impositions arising in connection with the Trust Fund or any part of it;

[d] strictly limited to five hundred (500) pounds Sterling for any liability of the Trust to any creditor;

[e] unbound to take proceedings against another Trustee for any breach or alleged breach of trust where there is more than one Trustee;

[f] with our personal liability for the consequences of any error or forgetfulness whether of law or of fact on the part of the Trustee or his legal or other advisers or generally;

[g] without entitlement under any circumstances to any indemnity, reimbursement, or recompense from the Beneficiary, but if acting in good faith shall be entitled to be indemnified out of the Trust Fund in respect of all liabilities incurred relating to the

execution of any powers, duties, authorities, or discretions vested in the Trustee under the provisions of this Deed and in respect of all actions, proceedings, costs, claims, and demands relating to any matter or thing done or omitted to be done concerning the Trust Fund;

[h] notwithstanding anything to the contrary contained in this Deed, any exercise by the Trustee of any power, discretion, or authority conferred on the Trustee by this Deed may be made:

[i] by oral declaration of the Trustee or resolution of the Trustee recorded in the records or minutes of the Trust maintained by the Trustee; or

[ii] in writing signed by the Trustee; or

[iii] in the case of a sole corporate Trustee, by a resolution of such corporation or company or by resolution of its board of directors or governing body; and

[i] in the event that the Trustee shall in any year make a loss in carrying on any business pursuant to the powers contained in this Deed, such loss shall not be met out of corpus but shall be carried forward to be met out of the Sustenance of future years.

[j] on the understanding that all Parties claiming any beneficial interest in, over or upon the property subject to this Trust, shall be deemed to take with notice of and subject to the protection conferred upon the Trustee by this clause 11;

## 12.0 Administration of the Trust

### 12.1 Accounting Records

The Trustee shall keep proper accounting records relating to the trust by:

[a] setting out fully the property of the Trust Fund and the Sustenance derived from the Trust Fund;

[b] separately recording investments from the Sustenance due but not yet paid to, any man or woman who sometimes acts as a Beneficiary who is a minor or who is under a legal disability;

[c] recording and explaining any transaction that a Trustee has entered into and the financial position of the Trust;

[d] enabling true and fair accounts of the Trust to be prepared from time to time;

[e] enabling the accounts of the trust to be conveniently and properly audited.

### 12.2 Preparation of the Accounts

The Trustee shall promptly after the close of each year prepare a balance sheet, a list of property held, and a statement of Sustenance and expenditure, taking into account current accounting standards, if applicable.

### 12.3 No Auditor

The Trustee shall not be obliged by this Deed to appoint an auditor or to cause the accounting records or accounts of the Trust to be audited.

## 13.0 Amendment or Addendum of Deed

### 13.1 By Trustee

Subject to sub-clause 13.2, the Trustee may by deed or in the manner prescribed in clause 30 - evoke, add to, release, delete, or vary all or any of the trusts or power or any trusts or powers declared by any revocation, addition, release, deletion, or variation made to this Deed from time to time and may by the same or any other deed declare any new or other trusts or powers concerning the Trust Fund or any part or parts of it provided that no such revocation, addition, release, deletion, or variation shall be valid if it would have the effect of infringing the law against perpetuities.

### 13.2 Initial Trustee

The Trustee shall not:

[a] remove the Initial Trustee; and/or

[b] vary, modify, or delete any power or discretion of the Initial Trustee conferred by this Deed, without first obtaining the prior written consent of the Initial Trustee.

### 13.3 By Other Parties

Any other Party or Parties upon whom any power to do so is conferred by this Trust may release and revoke any power or powers so conferred on him or them and upon the exercise of any release or any revocation pursuant to this clause the power or trust so released and revoked shall be absolutely and irrevocably determined. The expression "trusts" or powers when used in this sub-clause shall be deemed to include all the provisions of this Deed or any other deed revoking, adding to, releasing, deleting or varying this Deed.

### 13.4 Addition of New Beneficiaries

The powers of the Trustee to revoke, add to, release, delete, or vary all or any of the trusts or powers in this Deed includes the power of the Trustee from time to time to appoint additional Beneficiaries of this Trust (including the Initial Trustee or another man or woman who sometimes could act as his representative if the Trustee so determines in his absolute discretion) and to remove the Beneficiary or any one or more classes of Beneficiaries for the time being of this Trust and with power (but not obligation) in every such case at the discretion of the Trustee to declare such appointment or removal to operate for such limited period as the Trustee may prescribe subject always to every such appointment being subject to and complying with the provisions specified in this clause 13.

## 14.0 Death, Replacement, Removal, or Resignation of Trustee

### 14.1 Death

The power of appointing a new Trustee shall vest in the Initial Trustee, or should he die, in his lawful representative.

## 14.2 Initial Trustee May Remove

The Initial Trustee may, at any time, and from time to time, without the consent of any Party by deed or in the manner prescribed in clause 30, remove any Trustee from office and may also, at any time, and from time to time, and without the consent of any Party, by deed appoint any Party to be a Trustee either alone or together with any continuing Trustee jointly or severally. Upon the death of the Initial Trustee, these separate powers of removal and appointment may be exercised by the lawful representative of the Initial Trustee.

## 14.3 Trustee May Resign

A Trustee may at any time resign the trusteeship on giving not less than thirty (30) days written notice to the Initial Trustee, or after his death to their executors, administrators, or trustees and shall upon giving notice be discharged from the trusts in this Deed.

## 14.4 Office Vacated

The office of a Trustee shall ipso facto be determined and vacated if such Trustee, being a man or woman is found to be of unsound mind or where the estate of the man or woman is liable to be dealt with in any way under the law relating to mental health or if the man or woman shall become bankrupt or makes any arrangement or composition with their creditors generally or if such Trustee being a company shall have a receiver appointed or enter into official management or have a petition for its winding up presented to a court having appropriate jurisdiction or passes a resolution of its members for its winding up or enters into an arrangement which is not merely for the purpose of amalgamation or reconstruction.

## 14.5 Simultaneous

Notwithstanding anything herein contained in this Deed, if the removal of a Trustee would leave the Trust without a Trustee, then that removal shall only be effective and operate simultaneously with the appointment of a new Trustee.

## 15.0 Exercise of Power by Initial Trustee

### 15.1 Joint and Several

Exercise of power by the Initial Trustee is joint and several except to the extent otherwise provided in this Deed. Any power or authority exercisable by the Initial Trustee pursuant to this Deed may, where more than one Party is nominated as the Initial Trustee, be exercised by such Parties jointly and, if expressly determined by those Parties, by any of them severally during their lifetime and by the survivor or survivors of them in the death or deaths of any of such Parties and upon the death of the survivor of all Parties appointed as the Initial Trustee by the lawful man or woman who would sometimes act as their representative of the last of such Parties to die.

### 15.2 Corporation

Where a corporation is the Initial Trustee it may exercise or concur in exercising any of the powers or authorities by resolution of such corporation or by a resolution of its board of directors or other governing body or may delegate the right and power to exercise or

concur in exercising such powers and authorities to one or more members of its board of directors or governing body appointed from time to time by the said board of directors or governing body for that.

### 15.3 Resignation of Initial Trustee

The Initial Trustee may at any time by notice in writing to the Trustee or in the manner prescribed in clause 30, resign as Initial Trustee and shall, where such resignation would leave the Trust without an Initial Trustee, by such notice, appoint as Initial Trustee in his stead such Party as the Initial Trustee may determine.

### 15.4 Removal of Initial Trustee

If the Initial Trustee:

[a] is found to be of unsound mind; or

[b] has a personal estate being dealt with in any way under the law relating to mental health.

Then the Initial Trustee shall automatically be removed as Initial Trustee. The Trustees shall forthwith convene a meeting of the sui juris Beneficiaries for the purpose of appointment of a new Initial Trustee. The power to appoint an alternative Initial Trustee in the event of their removal pursuant to this clause shall be exercised by a unanimous resolution of:

[a] all of the Primary Beneficiaries who are sui juris; or

[b] if there are no such Primary Beneficiaries then such of the sui juris Secondary Beneficiaries; or

[c] if there are no such Primary Beneficiaries or Secondary Beneficiaries then such of the sui juris Tertiary Beneficiaries.

The Trustee and the Initial Trustee and any newly appointed Trustee shall do all acts, matters, and things reasonably required by the Beneficiaries or by the Applicable Law to evidence and give effect to this appointment.

### 16.0 Powers & Duties of Trustee

The Trustee shall have power to make or vary, or sell any investment and to engage in any transaction or dealing on behalf of the Trust Fund as he could do as if he were the beneficial owner of the Trust Fund absolutely entitled to it.

### 17.0 Additional Powers of Trustee

Without prejudice to the generality of clause 11 and to the intent that the authority conferred by it shall not in any way be restricted or limited the Trustee shall have the following powers:-

[a] To invest. To apply and invest all moneys at anytime forming part of the Trust Fund in any investments whether or not involving liabilities or upon personal credit with or without

security and upon such terms and conditions as the Trustee shall in his absolute discretion deem fit or which are for the time being authorised by the Applicable Law to invest trust funds and to the intent that the Trustee shall have the same powers in all respects as if he were the absolute owner of the Trust Fund beneficially entitled including (without prejudice to the generality of the above) the subscription for the taking up on allotment and the purchase of any shares, stocks, bonds, mortgages, debentures, obligations, or securities of any government or authority or company incorporated in any part of the world and the taking and the purchase of the whole or any part or share or interest (including a minority part or share or interest in) any real or personal property wherever situated and notwithstanding that the same may not be sustenance producing or maybe of a wasting or speculative nature and to exercise all rights and privileges and perform all duties and obligations attaching or incidental to such investments;

[b] To make acquisitions. To make a purchase of any of the investments permitted by this clause for cash or in consideration of any annuity or otherwise and upon such terms and conditions as the Trustee in his absolute discretion deems fit. The Trustee may make or purchase any such investment for a sum greater than the amount of the Trust Fund for the time being and he may agree to pay for any such investments wholly or in part from any future moneys which may come into his hands including dividends, surplus, interest, or other sustenance paid or payable in respect of any such investments;

[c] To advance and to borrow moneys. To advance and lend moneys (with or without security) and to jointly or jointly and severally with any entity whatsoever borrow any money, draw, accept, discount, and execute bills of exchange, to raise and concur in the borrowing or raising of any money which the Trustee shall deem expedient, for any purpose in relation to the execution of the trusts in powers conferred on the Trustee by this settlement. Including: mortgage, bill of sale, lien or charge, fixed or floating, or equitable or by any other form of security real or personal the payment of money to any persons, entities, firms, companies, corporations, or governmental, or municipal bodies upon such terms and with or without security or interest as the Trustee shall deem fit. Within this activity of this clause, the Trustee is expressly empowered to join with any other company or entity in executing any mortgage or other document for the purpose of securing the payment of money to any other entity or company, including the provision of trust assets and security in support of the same. The purchase of property and the payments of calls of shares are generally for the benefit of the Beneficiaries by mortgaging or charging, with or without a power of sale or any part of the Trust Fund or the trust assets from time to time representing the same with or without security and with or without interest of any such mortgage that may be in overdraft or a contributing one may also be a joint mortgage and whether in any case whatsoever the liability arising and such borrowing as jointly or jointly and severally within the other entity and to give and to execute a registrable floating charge over the assets of the company and the assets of the Trust Fund and to give and execute any other charge or security registrable under the Applicable Law. The Trustee may borrow or raise moneys to be used in deriving sustenance or gain in augmentation of the Trust Fund notwithstanding that the Trust Fund may already be wholly invested or applied or the moneys to be borrowed or raised may exceed the sum or value of the Trust Fund, provided that no Party including any bank or other financial institution who advances or lends money to the Trustee shall be required or bound to inquire as to the extent of the Trustee's powers or as the application by the Trustee of the moneys so advanced or lent



but such Party shall at all times be entitled to assume that the acts of the Trustee are done in pursuance of his powers and duties under this Deed;

[d] To give guarantee and indemnities. To give any guarantee or indemnity for payment of moneys or the performance of any contract, obligation, or undertaking by any Party, firm, company, corporation, or association, (including any indemnity and/or liability relating to contracts, obligations or undertakings in regard to the trust to which the Trustee is a Party or in respect of which the Trustee has existing all contingent obligations or liabilities) the personal liability against/of the Trustee is limited to 250 pounds sterling and to secure the obligations from any such guarantee or indemnity by mortgaging or charging any undertaking of the Trustee or all or any part of the Trust Fund including any property which may subsequently be acquired by the Trustee so that it will form part of the Trust Fund, and any moneys or charge created or purported to be created under this clause shall be valid in all respects irrespective of the purpose for which such guarantee or indemnity has been given and the rights of the mortgagee or chargee shall take priority in all respects over the rights of the Beneficiaries and all other Parties;

[e] To provide security. To secure the performance of any debt, liability, contract, guarantee, indemnity or other engagement incurred or to be entered into by the Trustee in any way and in particular by any mortgage, charge, or encumbrance upon all or any of the Trust Fund;

[f] To deal with negotiable instruments. To draw, make, accept, endorse, discount, execute, negotiate, issue, or otherwise deal with (whether as principal or agent) promissory notes, bills of exchange, bills of lading, and other negotiable or transferable instruments;

[g] To vary investments. To vary or transpose any investments into or for any other or others of any nature and to vary the terms of all property comprised in any security;

[h] To deal with real and private property. To hold, use, purchase, construct, demolish, maintain, repair, renovate, reconstruct, develop, improve, sell, transfer, convey, surrender, let, lease, take on bailment, exchange, take and grant options or rights in, alienate, mortgage, charge, pledge, reconvey, release, or discharge or otherwise acquire and deal with any real or private property (including provision of moneys for the purpose of erecting buildings on real property, making improvements or developing, improving, or otherwise exploiting real property whether sustenance producing or not) and any share, interest, debentures, or securities of any company and with or without deferred, restricted, qualified, or special rights relating to them and any chattels, machinery, plant, stock, and trade and any contract for the sale or purchase of any property, options, entitlements, rights, settled funds, estate of a deceased man or woman, book or other debts or choses in action, upon such terms and conditions as the Trustee may deem fit and in purchasing, leasing, or acquiring such property the Trustee may allow the whole or any part of any money payable in respect of such purchase, lease or acquisition to remain unpaid upon such terms and conditions as the Trustee may deem fit. The Trustee may secure the repayment of any money remaining unpaid and any interest thereon by way of mortgage, charge, or other security over any assets or interest so nominated by the Trustee, including but not limited to assets of the Trust;

[i] To acquire insurance policies. To purchase or acquire any reversionary or deferred property or rights of any description or any life or life endowment or sinking-fund or term or other policy or policies of insurance of any nature and at or subject to any premium or

premiums whether single or payable periodically and with or subject to any options, rights, benefits, conditions, or provisions and to pay out of the Sustenance or funds of the Trust Fund as the Trustee in his absolute discretion deems fit. All sums payable from time to time for premiums or otherwise for the effecting or maintenance of any policy or policies of insurance (whether owned by the Trustee or otherwise) or for the exercise or enjoyment of any option, right, or benefit, under any such policy and any surrender of any such policy shall for all purposes of this Deed be deemed to be a sale of such policy;

[j] To pay management costs. To pay out of the Trust Fund or the Sustenance of the Trust Fund all costs, charges, and expenses incidental to the management of the Trust Fund or to the exercise of any power, or authority, or discretion contained in this Deed or in carrying out or performing the trusts of this Deed which the Trustee may at any time incur including costs in any way connected with the preparation and execution of this Deed and all moneys which the Trustee may be required to pay but not settlement, probate, estate, gift, stamp, or other revenue duties including stamp, gift, or settlement duties payable in respect of the Trust Fund or on this Deed;

[k] To exercise rights in relation to shares. To exercise all rights and privileges and perform all duties and do all such acts, matters, and things appertaining to any shares, stocks, or debentures in any corporation for the time being forming part of the Trust Fund as the Trustee could do if he were the beneficial owner of the shares, stock, or debentures or were personally interested or concerned in the corporation and (without prejudice to the generality of the above) with liberty to assent to any arrangements modifying such rights, privileges, or duties and agree to any scheme or arrangement for the reconstruction or the increase or reduction of the funds of any corporation and to make any agreement in respect of all in the course of the winding up of any corporation and for any such purpose to deposit, surrender, or exchange any of the said shares, stock or debentures or the title to them and to clear any calls or contributions or other necessary expenses in connexion with any such shares, stock debentures or any title to them;

[l] To employ. To employ or retain or consult any Party (including any Trustee or Beneficiary) in connexion with any trade or business carried on by the Trustee or anything required to be done pursuant to the provisions of this Deed including the receipt and payment of money, to delegate to any such Party any power, or authority, or capacity of the Trustee and to decide the remuneration to be paid to such Party and the amount of all charges and expenses and to create or arrange any scheme or superannuation, retirement benefits, or pension for the benefit of any such Party;

[m] To partition. To partition or agree to the partition of or to subdivide or agree to the subdivision of any land or other property or any interest in such property which may for the time being be subject to the trust and to pay any moneys by way of equity of partition;

[n] To promote and acquire companies. To establish, promote, or acquire any company or companies or join in the promotion, establishment, or acquisition of any company or companies;

[o] To determine property. To determine whether any real or private property, or any increase or decrease in amount, number, or value of any property or holdings of property, or any receipts or payments from, for or in connection with any real or private property, shall be treated as and credited or debited to funds or to sustenance and generally to determine all matters as to which any doubt, difficulty, or question may arise under or in

relation to the execution of the trust and powers of this Deed. Every determination of the Trustee in relation to any of these matters, whether made upon question formally or actually raised or implied in any of the acts or proceedings of the Trustee in relation to the Trust Fund, so bind all Parties interested in the Trust Fund and shall not be objected to or questioned on any ground;

[p] To open bank accounts. To open any account or accounts with any bank, building society, or other financial institution either on his own behalf, solely, or jointly with any other Party, company, corporation, or association upon such terms and conditions as the Trustee shall deem fit and to conduct and operate such accounts in such manner as the Trustee shall deem fit in accordance with the customs, usages, and practices of the relevant financial institution including, without limiting the effect thereof, the power to operate any such account on overdraft and to agree to the relevant financial institution debiting any such account with interest, costs, charges, expenses, and liabilities incurred by the relevant financial institution at any time or from time to time on behalf of the Trustee;

[q] To insure the Trust Fund. To insure and keep insured to the full insurable value, or such value as the Trustee in the circumstances shall deem proper, such of the assets for the time being which form part of the Trust Fund as are capable of being insured and where security is given over any part of the Trust Fund to effect insurance policies for the respective interests of the Trustee and any lender or lenders;

[r] To give receipts. To give effectual receipts and discharges for any moneys received by or on behalf of the Trustees or otherwise relating to any of the acts, matters, and things provided for in this Deed and to receive property by gift, inter vivos, or by will for under the provisions of any other trust or trusts or otherwise and either from the Beneficiaries or from any other man or woman, person or persons as additions to the Trust Fund and to hold the same upon the trusts set out in this Deed and to administer such additions under the provisions of this Deed;

[s] To grant options. To grant options in respect of any assets held subject to the trusts of this Deed to any man or woman or entity, firm, or company and on such terms and conditions as the Trustee in his absolute discretion deems fit;

[t] To become a man or woman who sometimes acts as a director. To become a man or woman who sometimes acts as a director of any company or to appoint any Party to act as director of any such company and to receive the remuneration attached to such office without accounting to the trust for any such sums provided that the Trustee shall execute all proper declarations of trust for any shares held by him on behalf of the Trust and account to the Trust for all dividends and bonuses and to exercise or concur in exercising all of the powers and discretions contained in this Deed or otherwise by law conferred notwithstanding that the Trustee or any Party being a man or woman who sometimes acts as a director or man or woman who sometimes act as a shareholder of the Trustee (being a company) has or may have a direct or personal interest (whether as Trustee of any other trust or in his personal capacity as a man or woman who sometimes acts as a director or shareholder of any company or otherwise) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee;

[u] To act on lawful advice. To take such action as the Trustee shall deem fit for the adequate protection of any part or parts of the Trust Fund and to take and act upon the opinion (in writing) of a lawful practitioner or counsel in relation to the interpretation or effect of this Deed or any other document as to the administration of the Trust without being liable to any Party (whether beneficially interested or not) in respect of any act done by the Trustee in accordance with such opinion provided that nothing in this provision shall prohibit or impede the Trustee from applying to any court if he shall deem fit or prohibit any of the Beneficiaries from doing so;

[v] To remunerate the Beneficiary. To remunerate any man or woman who sometimes acts as Beneficiary who is at any time in the employ of the Trustee to the same extent and in the same manner as if that man or woman who sometimes acts as Beneficiary was not a man or woman who sometimes acts as Beneficiary hereunder and all bona fide payments made by the Trustee to any such man or woman who sometimes acts as a Beneficiary in the form of remuneration for services rendered or to be rendered or on account of expenses in connection with such employment shall not be deemed to be payment to the Beneficiary of or on account of his or her share in the Trust Fund or the Sustenance of the Trust Fund;

[w] To register assets in the name of the nominee. To permit any asset of the Trust Fund to be held or registered in the name of any nominee of the Trustee and to deposit securities to the deeds and other documents belonging to the Trust Fund with any bank, financial institution, or other safe deposit;

[x] To acquire units. To acquire units, sub-units, or parts of units in any unit trust whether by original subscription purchase or otherwise and whether fully or partly paid;

[y] To acquire annuities. To acquire annuities and any reversionary or deferred property or rights of any description whether by original creation, assignment, or otherwise;

[z] To do all necessary things. To do all such other things from time to time as the Trustee deems necessary or expedient or beneficial to the Trust whether incidental or otherwise to the other powers and authorities confirmed on the Trustee by this Deed;

[aa] To make valuations or distribution. Upon and for the purpose of any distribution or appropriation of the Trust Fund or for any other purpose, to place such value on the Trust Fund or any part thereof as the Trustee shall deem just and proper and any such valuations made in good faith shall be absolutely final and binding on all Beneficiaries;

[bb] To permit the Beneficiaries to reside. To permit any Party who is for the time being acting as a Beneficiary to occupy or reside in all or upon any real or immovable property for the time being held up on the trust here of rent-free or otherwise and generally upon such terms as the Trustee shall in his absolute discretion deem fit;

[cc] To effect life assurance. To effect any policy or policies of assurance on the life or lives of any one or more of the Beneficiaries or on the life of any other man or woman and to maintain, surrender, exchange, convert, exercise any option under, or otherwise deal with such policy as if the Trustee was absolutely and beneficially entitled thereto;

[dd] To employ agents. To employ and pay at the expense of the funds or Sustenance of the Trust Fund any agent or agents in any part of the world and whether a solicitor, attorney, banker, accountant, auditor, stockbroker, investment advisor, real estate agent, or

other agent to transact business and do any act required to be transacted or done in the execution of the Trust hereof and if the Trustee deems fit to act upon the advice of such agent or agents;

[ee] To give undertakings. To give all such undertakings and enter into such contracts and incur all such obligations relating to the Trust Fund or any part or parts thereof as the Trustee in his absolute discretion deems fit whether or not such undertakings, contracts, or obligations extend or may extend until after the vesting day;

[ff] To provide guarantees as to securities. Either alone or jointly and severally with any other Party to guarantee, secure, or undertake in any way, including the granting of a mortgage or charge over the whole or any part of the Trust Fund, the discharge of any debt, liability, or obligation incurred or undertaken whether in the past or in the future (prior to the vesting date) and by any other Party whatsoever regardless of whether or not;

[i] The Party happens to be a Trustee of or Beneficiary under this Trust;

[ii] Any consideration, right, or other benefit accrues to the Trustee in return for such guarantee, security or undertaking; or

[iii] There is any contractual, legal, or fiduciary relationship between the Trustee and the Party to whom or on behalf of whom the Trustee gives such provided that it shall be entirely at the discretion of the Trustee as to whether the Trustee secures from such a Party in consideration of such guarantee, security, or undertaking an indemnity against any obligation, liability, loss, cost, charge, expenses, action, claim, or demands, which may be sustained or suffered by or recovered or made against the Trustee under or in connexion with such guarantee, security, or undertaking;

[gg] To exercise voting rights. To exercise all voting rights pertaining to any investments from time to time or for the time being forming part of the Trust Fund in as full and free and absolute manner as if the Trustee was the owner of such investments;

[hh] To provide powers of attorney. To give proxies and powers of attorney (with or without power of substitution) and appoint representatives for voting or acting on behalf of the Trustee in relation to any property forming part of the Trust Fund without limiting the generality of this power, the Trustee may empower his attorney to take any action and any document that the Trustee may lawfully do, including the exercise of any of the Trustee's powers specified in this clause, on the execution of the mortgage, and security documents, further, the Trustee may in his absolute discretion grant such powers of attorney or proxy to any third Party including any mortgagee, lender, or financier, any creditor of the trust, or any other Party who may have an interest in the Trust Fund;

[ii] To nominate controlling Trustees. To invest or hold or allow to remain in the name or under the control of some or one only of the Trustees, if there be more than one, or of any Party or Parties, corporation or corporations as nominees or nominee of the Trustee the whole or such part of the Trust Fund as the Trustee shall in his absolute discretion deem fit;

[jj] To deal in derivatives. To purchase, sell, or trade in derivatives of all kinds without limiting the generality of the foregoing including options on futures contracts;

[kk] To invest in syndicates. To invest in syndicates of all kinds without limiting the generality of the foregoing including property investment syndicates;

[ll] To carry on the Businesses as a Pastoralist, grazier, farmer, stud proprietor, dairyman, livestock breeder or stock and station agent;

[mm] To make deposits. To make deposits at call or for a term with any bank, financial institution, or Party on such terms and conditions as the Trustee may decide;

[nn] To determine all matters of doubt. To determine all questions on matters of doubt which may arise in the course of the management, administration, realisation, liquidation, partition, or winding up of the Trust Fund;

[oo] To institute proceedings. To institute and defend proceedings at law and to proceed to their final end and determination or compromise such proceedings as the Trustee shall consider advisable;

[pp] To incorporate companies. To incorporate or promote the incorporation of any company or companies in any place under the law of that place at the expense of the Trust Fund with limited or unlimited liability and to sell to any such company the whole or any part of the Trust Fund. The consideration for such sale of the Trust Fund or any part of it to any such company may consist wholly or partly of securities of such company which may be credited as fully or partly paid and may be allotted to or otherwise vested in the Trustee and be funds or moneys in the Trustee's hands.

The following powers shall apply to any such incorporation or sale:

[i] That all or any part of the expenses in connection with such formation or formations and sale or sales may be paid out of the Trust Fund;

[ii] That the Trustee may become a director or servant of any such company or companies and may receive the remuneration attaching to such office without being liable to account for it and that any Trustee may become qualified as a director (if the relevant articles of association permit) by the holding in his own name of shares belonging to the Trust provided that he executes a declaration of trust thereof in favour of this Trust and delivers to any other Trustee the certificates of any of such shares and that he accounts to this Trust for all dividends and bonuses payable in respect of such shares;

[iii] That the consideration for any such sale or sales may comprise either cash, debentures, or debentures stock, preference (redeemable or otherwise) or ordinary or deferred shares (whether fully or partly paid) and with such rights attaching to them including, without limiting the generality of the above, the right to convert from time to time from the one to the other as the Trustee may deem fit or make or comprise all or any of the above in such proportions as the Trustee may deem fit; and

[iv] That the price for any sale or sales shall be fixed in such a manner as the Trustee may determine;

[qq] To deposit securities or documents of title. To deposit the securities or documents of title to property of the Trust Fund with a bank, a financial institution, trust company, investment broker, or like institution in any part of the world and to delegate to such bank, trust company, investment broker, or other like institution such of the trusts and powers by this Deed or by the Applicable Law vested in the Trustee, as the Trustee may consider expedient to so delegate. The Trustee shall not be liable or responsible for any loss whatsoever not caused by his own fraud which may occur in relation to such property;

[rr] Exercise of discretion by Trustee corporation. In the case of a Trustee who is a corporation or company, to exercise or concur in exercising any discretion or power conferred on the Trustee by a resolution of such corporation or company or by a resolution of its board of directors or governing body or to delegate the right and power to exercise or concur in exercising any such discretion or power to one or more members of its board of directors or governing body appointed from time to time by the board of directors or governing body for that purpose;

[ss] To act notwithstanding personal interest. To exercise or concur in exercising all of the powers and discretions contained in this Deed or otherwise by law conferred notwithstanding that the Trustee or any Party being a director or shareholder of a Trustee (being a company) has or may have a direct or personal interest (whether as Trustee of any other settlement or in their personal capacity as a director or shareholder of any company or otherwise) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee;

[tt] To establish other trusts. To establish and support out of the Trust Fund any association, institution, fund, scheme, or other trust calculated to benefit the Beneficiaries or the employees or ex-employees of this Trust, any company, partnership, association, union of interest, or syndicate in which this Trust may be interested or the dependents or associates with such Parties and to grant pensions and allowances and to make payments towards insurance;

[uu] To make gifts. To make out of this Trust from time to time to any man or woman, Party or Parties to any associations, or institutions, or corporations, or charities such gifts or advances as the Trustee may in his absolute discretion deem fit whether such gifts or advances shall be for religious, charitable or benevolent purposes or objects or not;

[vv] To exchange property. To exchange property for other property of a like or different nature and for such consideration and on such conditions as the Trustee may consider advisable;

[ww] To compromise. To compromise and settle or compound for such consideration and upon such terms and conditions as the Trustee may consider advisable all or any action, suit, proceeding, difference or demand or matter relating to the trust created or to the Trust Fund and all such compromises and settlements shall be binding on all Beneficiaries and others who at any time acquire any interest under this Trust;

[xx] To carry on business. To carry on any business which the Trustee may in his absolute discretion deem fit either alone or in association with any other Party, or in partnership including (without restricting the generality of this clause) associations or partnerships with the Trustee either in their own right or in the capacity as Trustee or in any other capacity or with a company or companies in which the Trustee is directly or indirectly interested either in their own right or in their capacity as Trustee or in any other capacity and for such purpose to retain and employ the whole or any part of the Trust Fund and also to advance for the purposes of such business such further moneys forming part of the Trust Fund as the Trustee shall deem proper and to expend any moneys forming part of the Trust Fund in managing and carrying on such business including the purchase or acquisition of any property and if the Trustee considers necessary in the course of such management or carrying on such business to borrow money or mortgage and give security over any

property forming part of the assets of such business with priority (if the Trustee deems fit) over any charge created by this Deed and generally to act in all matters relating to the said business as if the Trustee were beneficially entitled to it and it is further provided that if an associate or partner of any such business shall be engaged therein at the time of his death the Trustee may carry on that business in association or partnership with the estate of the deceased associate or partner for so long as the Trustee in his absolute discretion determines;

[yy] To apply for grants. To enter into any arrangement, contract, agreement, or understanding with any government or semi-government department or agency for any purpose which in the option of the Trustee would derive a benefit for the Trust;

[zz] Errors and omissions. Any security provided by the Trustee in accordance with this clause or any other provision of this Deed which requires the provision of security by the Trustee shall not be invalid by reason of any error or omission whether of law or fact on the part of the Trustee or their lawful and other advisors, or by reason of any breach of duty or trust unless it is proven to have been committed, made or omitted by a fraudulent or conscious act of bad faith by the Trustee and all Parties claiming any interest in, over, or to the Trust Fund shall be deemed to have had notice of this clause;

[aaa] To enter currency exchange transactions. To enter into and perform:

[i] Any transaction involving, or in connection with, any exchange of streams of payment between counterparties whether directly or indirectly;

[ii] Any transactions involving, or in connection with, trading commodities, securities, or currency at a fixed price for delivery or settlement, whether immediately or at a future date;

[iii] Any transaction for managing, lessening, hedging, or protecting against movements in currency exchange, interest or discount rates or against costs of borrowing, lending, or obtaining financial accommodation; and without limiting the generality of the foregoing, the power conferred on the Trustee as aforesaid shall include power for any purpose to enter into and perform any interest rate swap or exchange transaction, currency swap or exchange transaction, rate cap, rate floor, rate collar, option contract relating to swaps, future contracts, currency option and forward rate agreement or any interest and or currency protection or any combination of such transactions, contracts, agreements, or any other transactions, financial arrangements or contracts of a kind or class similar to the transactions herein referred to, and to give and execute any mortgage, charge, or other security over all or any part or parts of the assets of the Trust as may be required to secure the payment or the performance of any contract obligation under or in connection with any transaction of the type referred to in this sub-paragraph;

[bbb] To establish sub-trusts. To establish sub-trusts which will be deemed to be part of this Trust, to hold the whole or such part of the Trust Fund, as a Trustee may determine from time to time for the benefit of the Beneficiaries or some of them;

[ccc] Limitations of entitlements. To specifically limit the entitlements of any Beneficiary or class of Beneficiary in any manner at the Trustee's complete discretion;

[ddd] To enter into derivative transactions, to enter into and perform:

[i] Any transaction involving, or in connection with, an exchange of streams of payment between counterparties whether directly or indirectly;



[ii] Any transaction involving or in connection with, commodities, securities, or currency at a fixed price for delivery of settlement, whether immediately or at a future date;

[iii] Any transaction for managing, lessening, hedging, or protecting against involvements in currency exchange, interest or discount rates or against costs of borrowing, lending, or obtaining a financial accommodation;

And without limiting the generality of the foregoing, the power conferred on the Trustee as aforesaid shall include power for any purpose to enter into and perform any interest rate swap or exchange transaction, currency swap or exchange transaction, rate cap, rate floor, rate collar, option contract relating to swaps, futures contract, currency option and forward rate agreement or any interest and/or currency protection transaction or any combination of such transactions, contracts or agreements or any other transactions, financial arrangements or contracts of a kind or class similar to the transactions herein referred to, and to give and to execute any mortgage, charge or other security over all or any part or parts of the assets of the Trust as may be required to secure the payment or the performance of any contract obligation under or in connection with any transaction of the type referred to in this sub-paragraph.

## 18.0 Subscriptions for New Shares

### 18.1 Trustee's Discretion

Without prejudice in any way to the generality of clauses 15 and 16 when a company or corporation (the shares, notes or debentures or other securities of which are included in the Trust Fund) offers to the Trustee rights to subscribe for new shares, notes or debentures or other securities the Trustee may in his discretion do any of the following things:

[a] sell the whole of such rights and treat the proceeds as part of the net sustenance of the Trust Fund for the year in which such proceeds were received;

[b] sell some of such rights and use the proceeds or part of the proceeds to subscribe for the shares, notes, debentures, or other securities covered by the remainder of such rights in which case the new shares, notes, debentures, or other securities subscribed for shall be part of the investments of the Trust Fund;

[c] raise out of the Trust Fund such sum as is required to subscribe for such new shares, notes, debentures, or other securities and apply it accordingly, in which case also the new shares, notes, debentures, or other securities shall become part of the investment of the Trust Fund.

## 19.0 Exclusion from Benefits

### 19.1 Exclusion

It is declared that, except as otherwise provided in this Deed, the Settlor and their representative and any corporation or trust in which the Settlor or their representative has any actual or contingent beneficial interest are specifically excluded from all or any benefits under this Trust.

## 20.0 Exclusion of Beneficiaries

### 20.1 Exclusion

Any Beneficiary by oral declaration recorded in the minutes or record of the Trustee or by written notice to the Trustee at any time may exclude themselves from any class of Beneficiaries and no further sums whether of sustenance or of funds shall be allocated or Set Aside or paid to or otherwise applied to or for the benefit of such Beneficiary provided however that any such notice shall not affect the beneficial entitlement to any amount Set Aside for such Beneficiary prior to the date of such notice.

## 21.0 Payment to Charity

### 21.1 Payment

The Trustee may pay any sum to which any charitable body may become entitled or to which the Trustee desires to make any payment pursuant to this Deed to the secretary or honorary treasurer of such body for the time being without being bound to see to the further application of such sums.

## 22.0 Investment of Trust Fund in Name of Nominee

### 22.1 Not Register

It shall not be necessary for the title to any property forming part of the Trust Fund to be registered in the name of the Trustee but may in the discretion of the Trustee be registered in the name of a nominee of the Trustee or any other name.

## 23.0 Delegation of Powers

### 23.1 Delegate

The Trustee may delegate to any Party such of the Trustee's powers or discretions created pursuant to this Deed or otherwise vested in the Trustee as the Trustee in his absolute discretion deems fit (including but without limiting the generality of the above) the appointment of a delegate or delegates as their attorneys either in general or limited capacity.

## 24.0 Charitable Objects

### 24.1 No Charitable Intent

Notwithstanding that any Beneficiary (whether originally appointed or appointed subsequently) is a charity or a charitable object or purpose, the Settlor expressly declares that in establishing this Trust he does not have a general charitable intent and this Deed shall not be construed as being a trust for charitable objects or purposes except to the extent that any Beneficiary being a charity or a charitable object or purpose shall acquire a vested indefeasible interest in the Trust Fund or Sustenance or in some part of it and

except to the extent that any charity or any charitable object or purpose is to benefit under any default or appointment of funds or Sustenance and the powers and discretion vested in the Trustee and in the Initial Trustee shall be given their full force and effect and shall not be read down by reference to any presumed general or particular charitable intent.

## 25.0 Initial Trustee May be Named as Beneficiary

### 25.1 Beneficiary

Notwithstanding anything in this Deed to be contrary, the Trustee named in the First Schedule as the Initial Trustee of the Trust may also be a Beneficiary where such Trustee assumes the position of the Beneficiary, not as Sole Beneficiary, but as one of a number or class of Beneficiaries under the Trust.

## 26.0 Borrowing Powers

### 26.1 Exercise

The powers to raise and borrow moneys set out in clause 17.1 may be exercised by the Trustee in such form and in such terms as the Trustee in his absolute discretion may from time to time determine including, without limitation, power to borrow moneys for a fixed term or for an indeterminate term or an overdraft or other fluctuating account and power to raise moneys by letter of credit or other financial or credit facilities or by the negotiation or other dealing in bills of exchange, promissory notes, cheques, or other negotiable instruments or by hire purchase, lease, or any other means of raising and borrowing money whatsoever.

## 27.0 Protection of Lenders

### 27.1 Not Enquire

Not enquire. No lender to the Trustee, or other Party from whom the Trustee propose to raise or borrow moneys, shall be concerned to enquire as to the purpose for which such moneys are being borrowed or raised or as to the application of such moneys, it being declared that any lender or other such Party dealing in good faith with the Trustee shall in no way be prejudiced by any act or purported act of the Trustee in excess of the lawful powers of the Trustee or by any breach of trust by the Trustee.

## 28.0 Applicable Law

### 28.1 Powers Conferred

In addition to the express powers conferred on the Trustee, he shall be entitled to exercise in respect of the Trust Fund (wherever situated) all or any of the powers, authorities and discretions conferred on Trustee by the Applicable Law and the rights and liabilities of the Trustee and of the Beneficiaries and every question arising under or in relation to this Deed and the Trust shall be regulated by the Applicable Law.

## 29.0 Jurisdiction

### 29.1 Applicable Law

This Deed shall be construed and take effect in accordance with the Applicable Law from time to time which at the date of this Deed is the 'Applicable Law' defined in sub-clause 1.1.

### 29.2 Local Jurisdiction

The Trustee may, from time to time, and so often as the Trustee shall consider it advantageous to the Trust Fund or otherwise in the interest of the Beneficiaries, by resolution declare that as from the date of such resolution (or such later date as is specified in such resolution) this settlement shall take effect and the rights and liabilities of the Trustee and of the Beneficiaries between themselves and the administration of the Trust or this Deed shall be determined and regulated in accordance with the law of the nation, territory, or country in which the Trustee is domicile, resident, or has a place of business or trade (provided that such country, territory, or place shall have a system of common law which includes the law of trusts or otherwise which would give effect to the provisions of this deed) and thereafter this settlement shall take effect according to the common law of such Local Jurisdiction which common law shall, from the date of such resolution, be the Local Jurisdiction for the purpose of this Deed.

## 30.0 Oral Declarations

### 30.1 Powers or Discretions

Notwithstanding any provisions to the contrary in this Deed, any power or discretion vested in the Trustee, the Settlor, Initial Trustee, or any other Party under this Deed may at the discretion of the Party exercising that power be exercised by that Party or, where the power or discretion is vested in a company, by any director of that company, making an oral declaration in the presence of a Justice of the Peace or solicitor of the manner in which the Party is exercising the power or discretion and, where the oral declaration is made by a director of a company, that he has been authorised to make the declaration by a resolution of the directors of the company. A declaration or affidavit affirmed by the Justice of the Peace or solicitor in whose presence the power or discretion is exercised declaring that the Party purporting to have such power or discretion has exercised that power or discretion by oral declaration in his presence and setting out the terms of that oral declaration shall be conclusive evidence of the valid and effectual exercise of that power or discretion.

## 31.0 Severance

### 31.1 Not Invalid

To the extent that the inclusion or appointment of any Beneficiary named or appointed under this Deed or by any subsequent action or writing is invalid for any reason, that inclusion or appointment shall be severed from any other inclusion or appointment of any other Beneficiary named or appointed under this Deed or by any subsequent action or writing.

### 32.0 Assets and Acquisitions Defined

The Assets and Acquisitions of the **Xylophone Yellow Zebra Private Trust** are defined by Annex A and any additional Assignment of Property or Res documents. Any and all entries into the **Xylophone Yellow Zebra Private Trust** become the immediate asset of this Trust with no entity having a higher claim than the Trust's fee simple claim.

### 33.0 Right of Privacy

That the lawful right to privacy regarding the actions and decisions of the Trustee and/or his Agents as well as the day-to-day affairs of the administration of this Trust shall remain a permanent part of the Corpus of this Trust and shall remain within the records of this Trust.

### 34.0 Public Commerce Prohibited

That this Trust is specifically prohibited from engaging in any form of public commerce. The Corpus of this Trust can be utilised only in private transactions of barter.

Strictly Private & Confidential

Express Private Family Trust

Xylophone Yellow Zebra Private Trust

xylophone-yellow-zebra-010124

x-y-z-private-trust-010124

x-y-z-pt-010124

Inherent & Exclusively Natural Law Jurisdiction

This Express Private Trust was originally expressed orally as of the {First} Day of the {First} Month in the Year of Our Lord Two Thousand and Twenty-Four by and between the woman : First-Middle: Last., which shall be considered by all concerned, interested, and affected Parties to be the date this Express Private Trust was formed. The date is evidenced by Royal Mail Special Delivery Number AB 1234 5678 9GB.

Whereas;

[a] MR/MRS/MS FIRSTNAME MIDDLENAME LASTNAME or any derivative of commercial title, is both a legal entity and a person with a legal personality registered in the United Kingdom.

[b] This Trust is established so that the Trustee can distribute the benefits of the Trust Property to the Beneficiary, in keeping with all of the provisions and conditions contained within this Express Private Trust.

[c] It is the specific intention of the woman who sometimes acts as the Settlor to create a trust exclusively for the benefit of the Beneficiary of this Express Private Trust.

[d] This Trust shall be executed exclusively and inherently as per The Applicable Law defined in clause 1.0.

[e] It is the express intention of the woman who sometimes acts as the Settlor to create a trust in consideration of the mutual covenants contained herein and all of the Parties agree as follows:

[1] Interpretation.

[a] A man or woman who sometimes acts as “Beneficiary/Beneficiaries” means the following:

- [i] a man : First-Middle: Last.;
- [ii] a man : First-Middle: Last.;
- [iii] a woman : First-Middle: Last.;
- [iv] a woman : First-Middle: Last.

[b] A woman who sometimes acts as “Settlor” means the following: a woman : First-Middle: Last..

[c] “Trust” means the Xylophone Yellow Zebra Private Trust an Express Private Trust as established by the Applicable Law of this Trust and by the declaration of the Settlor : First-Middle: Last..

[d] “Initial Trustee” MR/MRS/MS FIRSTNAME MIDDLENAME LASTNAME, which is a legal entity and a person with a legal personality registered in the United Kingdom, and means the Initial Trustee of the Xylophone Yellow Zebra Private Trust.

[e] “Trustee” means FIRSTNAME MIDDLENAME LASTNAME LIMITED a corporation registered with Companies House in England and Wales pursuant to the Companies Act 2006.

[f] “Trust Property” means: any and all assets deposited into the trust by the woman who sometimes acts as Settlor, as and when deemed necessary, including:

[I] Equitable asset with the title number: pa01-x-y-z-pt-010124, with the Royal Mail Special Delivery tracking number: AB 1234 5678 9GB bearing the original wet ink autograph and thumbprint seal of the woman who is Settlor and transferred to the Trustee(s) in trust as a trust deposit for a special exclusive purpose only.

[2] Name of trust.

The trust created by this express private family trust shall be known as the Xylophone Yellow Zebra Private Trust, xylophone-yellow-zebra-010124, x-y-z-private-trust-010124, and x-y-z-pt-010124.

[3] Appointment of Trustees and acceptance of trust.

[a] A woman : First-Middle: Last. who sometimes acts as Settlor confirms the appointment of:

[[i] MR/MRS/MS FIRSTNAME MIDDLENAME LASTNAME, of 22 The Street, Village,Town, County [AB33 3AB] England, as the Initial Trustee for the trust under the terms and conditions of this Express Private Trust; and

[ii] FIRSTNAME MIDDLENAME LASTNAME LIMITED, 22 The Street, Village,Town, County [AB33 3AB] England, as a Trustee for the trust under the terms and conditions of this Express Private Trust.

[b] The appointment of MR/MRS/MS FIRSTNAME MIDDLENAME LASTNAME as Initial Trustee is evidenced by the actions, deeds, and the current and existing functionality of MR/MRS/MS FIRSTNAME MIDDLENAME LASTNAME, and the law of this Trust in which MR/MRS/MS FIRSTNAME MIDDLENAME LASTNAME is bound to uphold; proving MR/

MRS/MS FIRSTNAME MIDDLENAME LASTNAME has acted and still acts as Initial Trustee in fact.

[c] The appointment of FIRSTNAME MIDDLENAME LASTNAME LIMITED as Trustee is evidenced by the actions, deeds, and the current and existing functionality of FIRSTNAME MIDDLENAME LASTNAME LIMITED and the law of this Trust in which FIRSTNAME MIDDLENAME LASTNAME LIMITED is bound to uphold; proving FIRSTNAME MIDDLENAME LASTNAME LIMITED has acted and still acts as Trustee in fact.

[d] Acceptance of trust. The Trustee accepts the trust as detailed in this Express Private Trust and the duties and obligations set out in the law of this Trust. The Trustee acknowledges receipt of the trust property from the Settlor.

[e] Term. The Trustee shall continue to serve in the capacity and office of Trustee until the conditions of this Trust have been met in entirety and to the satisfaction of the Beneficiary.

[f] Conflict of interest. The Trustee, for the purposes of this Trust, as long as, in performing his duties and obligations under this Trust, the Trustee is to act at all times with due regard and consideration to the purposes of this Trust.

[4] Trust Property declaration and assignment.

[i] MR/MRS/MS FIRSTNAME MIDDLENAME LASTNAME, of 22 The Street, Village, Town, County [AB33 3AB] England, as evidenced by Royal Mail Special Delivery tracking number: AB 1234 5678 9GB. The Initial Trustee acknowledges receipt of the trust property.

[ii] FIRSTNAME MIDDLENAME LASTNAME LIMITED, of 22 The Street, Village, Town, County [AB33 3AB] England, as evidenced by Royal Mail Special Delivery tracking number: AB 1234 5678 9GB. The Trustee acknowledges receipt of the trust property.

[5] Duty of the Trustee.

[a] Trust Property. The Trustee shall hold legal, possessory title to the Trust Property equitable asset with the title numbers: :pa01-x-y-z-pt-010124:.

[b] Use of Trust Property. The Trustee shall use the trust property in accordance with the terms and conditions of this express private family trust for the benefit and enjoyment of the Beneficiaries.

[c] Responsibility of the Trustee (Special Instructions). The Trustee's duties are owed exclusively to the Beneficiaries of the Trust and the Trustee is obliged to obey the Trust terms with prudence, care, skill, and caution.

[6] Trust Irrevocable. The trust set out in this express private family trust is irrevocable by the woman who sometimes acts as Settlor only.



[7] Applicable Law.

[a] This Trust shall be interpreted according to the law form as defined by the woman who sometimes acts as the Settlor. For the avoidance of any doubt, all terms, definitions, expressions and meanings are as defined in clause 1.0 by the woman who sometimes acts as the Settlor.

[b] This trust is executed exclusively and inherently within the jurisdiction of Natural Law in which both form and substance are inherent in every case. The Applicable Law is therefore the Law of Equity, the Constitutional Common Law: Legem Terrae; the Law of the Land of each country, state, territory, or place which is specified in the First Schedule.

[8] Subject matter jurisdiction. The Trustee is hereby noticed and reminded that this Express Private Trust and special instructions, special involvement, special intentions and special purpose, is the subject matter for and exclusively/inherently by equity jurisdiction only.

[9] Duty of care.

a. The Trustee shall exercise his powers and carry out his obligations as a Trustee honestly, in good faith and in the best interests of the Trust and the Beneficiaries. The Trustee shall exercise the degree of care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances. The Trustee is held to a standard of loyalty, impartiality, good faith and prudence, requiring the exercise of care, skill, caution, and good conscience in the administration of their duties as Trustee.

b. For the avoidance of any doubt, this Trust is private, and any exposure or attempted exposure to the public, directly or indirectly, knowingly, or unknowingly, will be deemed to be a serious breach of fiduciary duty and which will be met with a bill in equity for equitable relief, to compel specific performance, available to the Settlor or Beneficiary.

[10] Confidentiality and confidence.

Subject to the requirements of any Applicable Law, the Trustee will retain all information obtained and held in relation to the trust, strictly private and confidential and will not disclose any such information to any 'strangers to the trust', without the express authority of the Settlor and Beneficiary.

[11] Amendments.

The woman who sometimes acts as Settlor reserves the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of this Express Private Trust.

[12] Severance.

If any provision of this express private family trust shall be held unlawful or invalid for any reason by a court of competent jurisdiction (subject to clause 8 above), such unlawfulness or invalidity shall not affect the remaining provisions of this express private family trust, but such unlawful or invalid provision shall be severed from this Express Private Trust.

[13] Non-disclosure.

a. Under the terms and provisions of this Express Private Trust, and for the avoidance of any doubt, this Trust, and all documentation, relating to it, directly or indirectly is private and strictly confidential.

b. Any disclosure, discussion or release, of any of the documents and/or information held by the Trustee in relation to this Trust, directly or indirectly, expressed or implied, in any format including but not limited to written, electronic, facsimile or orally, knowingly or unknowingly, intentionally or unintentionally, without the express written permission of the Settlor or Beneficiary, will be deemed to be a serious breach of fiduciary duty and carries with it a penalty of seven (7) "certified as true and pure" gold sovereigns payable immediately upon breach, to the woman who sometimes acts as Settlor for each and every breach whether the breach is singular or multiple.

[14] Special Trustee.

A special provision for a Special Trustee in the event of the Trustee breaching his duties and lack of specific performance, the Settlor appoints MR FIRST MIDDLE LAST who was formerly known as MR FIRST MIDDLE LAST, of 22 The Street, Village, Town, County [AB33 3AB] England, as a Special Trustee to compel specific performance of the delinquent Trustee. The Special Trustee is now in receipt of the Xylophone Yellow Zebra Private Trust Deed.

Autograph by a woman who sometimes acts as Settlor on this First Day of the First Month  
in the Year of Our Lord Two Thousand and Twenty-Four:

I. Executed as a Deed by : First-Middle: Last. - a woman who sometimes acts as Settlor:

Sovereign. All Rights Reserved, Non-Waived Ever. Non-Negotiable. Errors and Omissions Excepted.

II. In the presence of:

Signed:

Print Name:

Address:

Date:

Sovereign. All Rights Reserved, Non-Waived Ever. Non-Negotiable. Errors and Omissions Excepted.

III. In the presence of:

Signed:

Print Name:

Address:

Date:

Sovereign. All Rights Reserved, Non-Waived Ever. Non-Negotiable. Errors and Omissions Excepted.

## First Schedule

Place of Settlement : c/o 22 The Street, Village, Town, County [AB33 3AB] England

Date of Deed : First Day of the First Month in the year of Our Lord Two Thousand and Twenty-Four, as evidenced by Royal Mail Special Delivery Number AB 1234 5678 9GB

The Settlor : : First-Middle: Last.

Initial Trustee : MR/MRS/MS FIRSTNAME MIDDLENAME LASTNAME

Trustee : FIRSTNAME MIDDLENAME LASTNAME LIMITED

Trust Settlement Sum : £10

Name of Trust : Xylophone Yellow Zebra Private Trust,  
xylophone-yellow-zebra-010124,  
x-y-z-private-trust-010124, x-y-z-pt-010124.

Tax Status : Tax exempt.

Primary Beneficiaries : : First-Middle: Last. offspring and son of  
: First-Middle: Last. and : First-Middle: Last.  
  
: First-Middle: Last. offspring and son of  
: First-Middle: Last. and : First-Middle: Last.  
  
: First-Middle: Last. offspring and daughter of  
: First-Middle: Last. and : First-Middle: Last.  
  
: First-Middle: Last. offspring and daughter of  
: First-Middle: Last. and : First-Middle: Last.

Secondary Beneficiaries : All future offspring of:  
: First-Middle: Last. and  
: First-Middle: Last. and  
: First-Middle: Last. and  
: First-Middle: Last.

Tertiary Beneficiaries : All future grandchildren of:  
: First-Middle: Last. and  
: First-Middle: Last. and  
: First-Middle: Last. and  
: First-Middle: Last.

Tertiary Beneficiaries :

- i. Such man or woman appointed from time to time by the Initial Trustee under clause 7 hereof or by the Trustee under clause 13 hereof;
- ii. Subject to clause 19 and subject to the laws against perpetuities and without limiting clause 5.3;

- iii. Any corporation, whether currently incorporated, unincorporated, or incorporated in the future, in which any of the Beneficiaries is registered as the holder of at least one share or has a beneficial interest in at least one share;
- iv. Any corporation, whether currently incorporated, or incorporated in the future, in which any of the Beneficiaries is registered as a director;
- v. The man or woman who sometimes acts as spouse, child, grandchild, niece, nephew, parent or remoter issue of the shareholder referred to in clause (i) hereof;
- vi. The Trustee of any trust at least one man or woman who sometimes acts as a Beneficiary of which (as the term beneficiary is described in such trust) is a beneficiary of this Trust;
- vii. The Trustee of any charitable trust and any man or woman, or man or woman who sometimes acts as an officer or governing body of an association in their capacity as such, of any society, authority, institution, church, religious group, and or man or woman or entity.

Default Beneficiaries: : First-Middle: Last. offspring and son of  
 : First-Middle: Last. and : : First-Middle: Last.  
 : First-Middle: Last. offspring and son of  
 : First-Middle: Last. and : : First-Middle: Last.  
 : First-Middle: Last. offspring and son of  
 : First-Middle: Last. and : : First-Middle: Last.  
 : First-Middle: Last. offspring and son of  
 : First-Middle: Last. and : : First-Middle: Last.

Applicable Law : means the Natural Law, the Law of Equity, the Constitutional Common Law: Legem Terrae; the Law of the Land of The Territory (as defined in clause 1.0). For absolute clarity, this excludes all forms of Government or Parliamentary Acts, Statutes, Legislation, or Regulations and other legal constructs not applicable to living men and women and their offspring. Natural Law, the Law of Equity, and the Constitutional Common Law shall not be construed or implied to mean admiralty law, common law, Roman civil law, statutory law or any other facet or body of law or jurisdiction.

The Parties hereto have executed and delivered this document as a Deed on this First Day of the First Month in the year of Our Lord Two Thousand and Twenty-Four

I. Executed as a Deed by : First-Middle: Last. - a woman who sometimes acts as Settlor:

Sovereign. All Rights Reserved, Non-Waived Ever. Non-Negotiable. Errors and Omissions Excepted.

II. Signed, sealed and delivered by MR/MRS/MS FIRSTNAME MIDDLENAME LASTNAME  
- Trustee:

Sovereign. All Rights Reserved, Non-Waived Ever. Non-Negotiable. Errors and Omissions Excepted.

III. Signed, sealed and delivered by FIRSTNAME MIDDLENAME LASTNAME LIMITED -  
Trustee:

Sovereign. All Rights Reserved, Non-Waived Ever. Non-Negotiable. Errors and Omissions Excepted.

IV. In the presence of:

Signed:

Print Name:

Address:

Date:

Sovereign. All Rights Reserved, Non-Waived Ever. Non-Negotiable. Errors and Omissions Excepted

V. In the presence of:

Signed:

Print Name:

Address:

Date:

Sovereign. All Rights Reserved, Non-Waived Ever. Non-Negotiable. Errors and Omissions Excepted.

## Annex A, Assets and Acquisitions

The Property of the Xylophone Yellow Zebra Private Trust, an Express Private Trust

The following property belongs to the Trust and as such is exempt from any tax, levy, charge, lien, or any other form of claim:

The property known as :address [AB22 2AB] a house/flat with the hm land registry title number ABC123456:

Any other dwelling, building, construction, land, interest or other in the possession or control of any Trustee(s), Beneficiary, agent or assign;

### Vehicles

Any and all vehicles of all types and descriptions at the above premises or in the possession or control of any Trustee(s), Beneficiary, agent or assign;

### Furniture

Any and all furniture at the above premises or in the possession or control of any Trustee(s), Beneficiary, agent or assign;

### Electrical Goods

Any and all electrical goods at the above premises or in the possession or control of any Trustee(s), Beneficiary, agent or assign;

### Other Equipment

Any and all equipment not previously defined and found at the above premises or in the possession or control of any Trustee(s), Beneficiary, agent or assign;

### Monies and Bank Accounts

Any and all moneys of all forms including and not limited to Cash, Instruments, Bank Accounts, Stocks, Shares and all other monetary assets held at the above premises or in the possession or control of any Trustee(s), Beneficiary, agent or assign;

### Intellectual Property

Any and all intellectual property including and not limited to sketches, drawings, plans, schedules and designs held by the trust or in the possession or control of any Trustee(s), Beneficiary, agent or assign;

### Other

All other property that is found at the above premises or in the possession or control of the Trustee(s), Beneficiary, agent or assign; any and all other property whether tangible or non tangible found at the above premises or in the possession or control of any Trustee(s), Beneficiary, agent or assign.