

DATED << >>

(1) <<Name of Nominee>>

(2) <<Name of Owner>>

DECLARATION OF TRUST

**Relating to shares in
<< >> LIMITED**

This DECLARATION of TRUST DEED dated and made

BETWEEN

- (1) <<Name of Nominee>> [a company registered in <<England and Wales>> under registration number << >> whose registered office is at <<Address>>] [of <<Address>>] (hereinafter referred to as “the Nominee”)
- (2) <<Name of Owner>> [a company registered in <<England and Wales>> under registration number << >> whose registered office is at <<Address>>] [of <<Address>>] (hereinafter referred to as “the Owner”).

WHEREAS

- A << >> Limited (“the Company”) is a private company limited by shares incorporated in England and Wales under registered number << >> whose registered office is at <<Address>>.
- B The Owner has acquired absolute beneficial ownership of certain shares in the Company, details of which are set out in the Schedule below (“the Shares”). The Shares are registered in the name of the Nominee.
- C The Nominee has agreed to enter into this Deed at the request of the Owner to record the terms on which it is to hold the Shares for the Owner.

1. DECLARATION OF TRUST

The Nominee hereby acknowledges and declares that the Shares registered in the Nominee’s name are held on trust for the Owner and that the Nominee has no beneficial interest in the Shares.

2. NOMINEE’S UNDERTAKINGS

The Nominee undertakes to:

- a) account to the Owner (or as the Owner may direct) promptly and in full for all dividends and other distributions received in respect of the Shares;
- b) exercise as the Owner may from time to time direct all voting and other rights and powers vested in the Nominee as registered holder of the Shares; and
- c) transfer, deal with or otherwise dispose of the Shares in such manner as the Owner directs and not to sell, transfer, charge, encumber or otherwise deal with or dispose of the Shares except as expressly so directed by the Owner.

3. POWER OF ATTORNEY

The Nominee hereby irrevocably appoints the Owner as its attorney with power:

- a) to sign in its name and on its behalf any instrument of transfer of the Shares or to complete any necessary particulars in any instrument of transfer in respect of the Shares executed by it in blank and delivered to the Owner and any dividend mandate or form of proxy or consent to short notice of any meeting or resolution or proposal or other document whatsoever (whether of the foregoing description or not) which may in the Owner’s opinion be necessary or desirable and which as the holder of the Shares the Nominee has power to sign; and

b) generally in its name and
deeds and things as the
exercising any and all rig
ownership of the Shares

and do all such instruments,
the purpose of obtaining or
cidental to the holding or

4. GOVERNING LAW AND JURISDICTION

This Deed shall be governed
and the parties hereby submit

accordance with the laws of England
jurisdiction of the English courts.

IN WITNESS whereof this Deed
written

the day and year first above

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Description of Shares

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Number

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EXECUTED as a **DEED** and **DEED** **Nominee>>** acting by:-

<<Name of Signatory>> _____

<<Name of Signatory>> _____

in the presence of:-

<<Name of Witness>>

<<Address of Witness>>

<<Address of Witness>>

EITHER

[EXECUTED as a **DEED** and **DEED** **Owner>>** acting by:-

<<Name of Signatory>> _____

<<Name of Signatory>> _____

in the presence of:-

<<Name of Witness>>

<<Address of Witness>>

<<Address of Witness>>]

OR

[EXECUTED as a **DEED** and **DEED**

<<Name of Owner>> _____

in the presence of:-

<<Name of Witness>>

<<Address of Witness>>

<<Address of Witness>>]

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