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**DECLARATION OF TRUST**

This Declaration of Trust (hereafter “Declaration”) is hereby entered into on [**DATE**] between [**TRUSTEE NAME**], a company organized and existing under the laws of the State of [**STATE**], with its principal place of business located at [**COMPLETE ADDRESS**] (“Trustee”) and [**BENEFICIARY NAME**], a company organized and existing under the laws of the State of [**STATE**], with its principal place of business located at: [**COMPLETE ADDRESS**] (“Beneficiary”).

**WHEREAS**, the Beneficiary is the beneficial owner of [**AMOUNT**] of shares (the “Shares”) of [**COMPANY NAME**] (the “Company”);

**WHEREAS**, the Beneficiary has requested the Trustee to register the Shares in the Trustee’s name;

**WHEREAS**, the Trustee has agreed to be nominated and appointed as director and also to hold the Shares;

**WHEREAS**, this registration was made to the Trustee as a nominee of the Beneficiary and it was agreed that the Trustee should execute such declaration of trust as is hereinafter contained.

**NOW THEREFORE** this Declaration Trust Witnesses as follows:

1. The Trustee hereby declares that it holds the Shares and all dividends and interest accrue upon the same or any of them upon trust for the Beneficiary and their successors in title and agrees to transfer, pay and deal with the Shares and the dividends and interest payable in respect of the same in such manners as the Beneficiary shall direct from time to time direct in writing.
2. The Trustee will at the request of the Beneficiary or its successors attend all meetings of shareholders or other similar functions which it shall be entitled to attend by virtue of being the registered owner of the Shares and will vote at said meeting or function in such manner as the Beneficiary or its successors have directed in writing.
3. The Trustee shall upon request provide the Beneficiary or its successors with any information available to the Trustee as a shareholder in regards to the operation of the Company.
4. The Beneficiary hereby covenants and undertakes with the Trustee that it will indemnify the Trustee against all costs, claims, expenses and liabilities of whatsoever nature arising from its holding of the Shares or from the office(s) of directorship and/or other executive position(s) of the Company by the Trustee on behalf of the Beneficiary.
5. This Agreement shall be governed by the laws of the State of [**STATE**].
6. In the event of any dispute or disputes arising from the interpretation of the provisions of this Agreement, the parties hereto jointly and severally agree to resolve the dispute or disputes, if any, by means of legally binding arbitration with [**SPECIFIY ARBITRATOR**].

IN WITNESS WHEREOF the parties hereto have executed this Declaration of Trust as of the date first written above.