

Trust Deed Form

for Structured Finance

Date: _____

Parties:

a. **Issuer:** _____

b. **Trustee:** _____

Recitals

1. The Issuer proposes to issue asset-backed securities (the "Securities") pursuant to a structured finance arrangement.
2. The Trustee has agreed to act as trustee for the holders of the Securities (the "Beneficiaries") upon the terms set forth below.

1. Interpretation

In this Deed, unless the context otherwise requires, words denoting the singular include the plural and vice versa; references to persons include bodies corporate; and headings are for convenience only and do not affect interpretation.

2. Declaration of Trust

1. The Issuer hereby transfers, assigns, and charges to the Trustee, and the Trustee accepts in trust for the Beneficiaries, all of the Issuer's rights, title, and interest in and to the assets specified in **Schedule 1** (the "Trust Property").
2. The Trust Property shall be held by the Trustee upon the trusts and with the powers and subject to the terms and conditions set out in this Deed.

3. Duties and Powers of Trustee

1. The Trustee shall hold and administer the Trust Property solely for the benefit of the Beneficiaries in accordance with this Deed.
2. The Trustee shall have the powers set out in **Schedule 2** and may exercise such powers as are necessary for the administration of the trust.

4. Covenants of the Issuer

The Issuer covenants with the Trustee that it will execute all such documents and do all such things as may be required for the purposes of perfecting the title of the Trustee to the Trust Property, and for giving effect to the provisions of this Deed.

5. Remuneration and Indemnity

1. The Trustee shall be entitled to remuneration as agreed in writing between the Issuer and the Trustee.
2. The Trustee shall be indemnified out of the Trust Property in respect of all liabilities and expenses

incurred in the execution of its duties, except for those arising by reason of its own gross negligence, wilful misconduct, or fraud.

6. Termination

1. The trust hereby constituted shall terminate in accordance with the provisions set out in **Schedule 3**.

7. Governing Law

This Deed shall be governed by and construed in accordance with the laws of _____.

Schedules

1. **Schedule 1:** Description of Trust Property
2. **Schedule 2:** Powers of Trustee
3. **Schedule 3:** Events of Termination

For and on behalf of the Issuer

Name: _____

Title: _____

Date: _____

For and on behalf of the Trustee

Name: _____

Title: _____

Date: _____