

DEED OF GIFT

This Deed of Gift is made on [DATE] by [DONOR FULL NAME], of [DONOR ADDRESS] (the "Donor"), in favor of [TRUSTEE NAME], of [TRUSTEE ADDRESS], as trustee (the "Trustee").

Background

The [TRUST NAME] (the "Trust") was created by a trust deed dated [TRUST DEED DATE]. The Trustee is the trustee of the Trust and holds the property of the Trust on the terms of that trust deed.

The Donor owns the property described in Schedule A and wishes to give that property to the Trustee, absolutely and without consideration, to be held as part of the Trust fund.

The Trustee is willing to accept that property on the terms of the Trust.

1. Gift

The Donor gives, transfers, assigns, and delivers to the Trustee all of the Donor's right, title, and interest in the property described in Schedule A (the "Gifted Property"), to be held by the Trustee on the terms of the trust deed and of any instrument amending it.

The gift is absolute and irrevocable. It is made without consideration and without any condition, reservation, or power of revocation. The Donor retains no right, title, or interest in the Gifted Property and no right to direct what the Trustee does with it. Nothing in this Deed releases, waives, or limits any power reserved to the Donor by the trust deed.

2. Delivery

The Donor delivers the Gifted Property to the Trustee on the date of this Deed. Where an item of Gifted Property can be transferred only on the records of an issuer, a custodian, a registrar, or a public office, the Donor will sign the transfer documents that item requires and will do so promptly after the date of this Deed. The parties intend the gift of that item to take effect on the date of this Deed even though the record transfer is completed later.

3. Acceptance

The Trustee accepts the Gifted Property and agrees to hold it as part of the Trust fund on the terms of the trust deed.

4. Representations of the Donor

The Donor represents that the Donor owns the Gifted Property, that the Donor has the right to give it away, that it is free of any lien, security interest, or other claim except as stated in Schedule A, and that the consent of no other person is required for the gift.

5. Further Assurances

The Donor will sign and deliver any further document, and do anything else, that the Trustee reasonably requests in order to complete the transfer of the Gifted Property and to give the Trustee the full benefit of this Deed.

6. Governing Law

This Deed is governed by the law of [GOVERNING LAW OF THE TRUST], which is the law governing the Trust.

7. Counterparts

This Deed may be signed in counterparts, and a signed copy delivered electronically has the same effect as an original.

Signed on the date first written above.

DONOR

[DONOR FULL NAME]

Signed by the Donor in the presence of:

Witness signature

Witness signature

Print name:

Print name:

Address:

Address:

ACCEPTED BY THE TRUSTEE

[TRUSTEE NAME], as trustee of the [TRUST NAME]

By: _____

Name:

Title:

Date:

[Some trustees require a notarial acknowledgment, an apostille, or other execution formalities under the law governing the Trust. Confirm what the trustee requires before signing, and execute this Deed as the trustee directs.]

SCHEDULE A

GIFTED PROPERTY

1. _____
2. _____
3. _____

[Identify each item so that it can be located and transferred: for an account, the institution, the account name, and the last four digits; for a membership interest, the entity and the percentage given; for shares, the issuer, the class, and the number. State any lien that affects an item.]

This sample form is for general information only. It is not legal advice, and using it does not create an attorney-client relationship with Alper Law. | alperlaw.com