

**A TRUST FOR THE ..... CHILDREN:**

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### ***Article I: The Trust and the Trust Founder***

We, the undersigned, ....., husband and wife, residing in ....., with full legal and mental competence and capacity and full freedom hereby establish a Trust for our children: ....., consisting of the assets herein described. This Trust is for the exclusive benefit of the named children in accordance with the teaching and regulations of Islamic Shari'ah (Law) and the texts of this document. On this we fixed our signatures on each and every page and on the last page.

**Assets entrusted are:** ..... to be invested in mutual funds and common stocks at the exclusive discretion of the Trust manager.

### ***Article II: Beneficiaries***

As we have helped our two older children through their marriages and other livelihood needs until they grew to become economically independent, we prepare to help the younger children in an equivalent manner. Therefore, we hereby decree that:

- a. The beneficiaries of this Trust are the following five children:
  - 1- Our son..... born in .....may 14, 1977..
  - 2- Our son, ..... born in Indiana August 31, 1979.
  - 3- Our son ....., born in .....May 14, 1981.
  - 4- Our son, ..... born in .....April 5, 1983
  - 5- Our daughter ....., born in ..... August 6, 1993.

All the benefits, Assets and revenues of the Trust shall be shared between all five children equally. Each child shall have one fifth of all interests of the Trust.

### ***Article III: Trusteeship, Management and Use of Assets***

- 1.a. The founders of the Trust, separately and jointly, shall be the sole Trust's manager and trustee during their lifetime. They shall distribute its interests according to this document, and the surviving founder shall continue alone to be the sole manager/trustee
  - b. Upon the death of both the founders, management and trusteeship of this Trust shall be given to .....,.....,and ....., jointly, with a collective decision taken by majority (equal voting regardless of shares).
  - c. The manager/trustee shall deserve no compensation nor salary for their services.
  - d. The manager/trustee shall maintain the records and accounts of the Trust.
- 2.a. The manager/trustee shall invest the assets of the Trust in shares, mutual funds

and units in investment fund. The manager shall select the best of such investments provided that there shall be no investment in shares prohibited according to Islamic Shari'ah nor in mutual and investment funds in which banks, insurance, entertainment and hotels make more than 20% of the portfolio.

- c. A percentage of earnings equal to the percentage of doubtful stocks to total investment of the fund's portfolio (within the twenty percent mentioned above) shall be given to the ...(charitable organization)... as a final donation in order to keep the trust "Shari'ah-clean". Calculation of this part of earnings and disposition of it must be done before any distribution of shares and/or interests to any of the beneficiaries.

#### ***Article IV: Disposition of the Trust's Assets and Benefits***

Since the objective of this Trust is to help the beneficiaries in their take off and to enhance their welfare at the beginning of their economic and financial independence, the following rules for withdrawal are hereby established:

1. Our son ..... can withdraw any amount up to one half of his share at any time. The rest of his share can only be withdrawn after he completes 26 years, i.e. after May 14, 2003.
2. Our son ..... can withdraw any amount up to half of his share at any time. The rest of his share can only be withdrawn after he completes 26 years, i.e., after August 31, 2005.
3. Our son ..... can withdraw any amount up to one half of his share after May 22, 2002. The rest of his share can only be withdrawn after he completes 26 years i.e., after May 14, 2007.
4. Our son ..... can withdraw any amount up to one half of his share after April 5, 2004. The rest of his share can only be withdrawn after he completes 26 years, i.e., after April 5, 2009.
5. Our daughter ..... can withdraw any amount up to one half of her share after August 6, 2014. The rest of her share can only be withdrawn after she completes 26 years, i.e., after August 6, 2019.
6. After each withdrawal, the withdrawn amount shall be deducted from the share of the withdrawing beneficiary and the shares in remaining interests shall be recalculated accordingly.
7. The Trust shall be liquidated after the withdrawal of all its assets. Should any asset be left after August 6, 2019, it must be distribute in proportion to the remaining shares of remaining beneficiaries before the first day of the year 2020 and the trust must then come to an end.
8. Should any beneficiary die while he/she has outstanding interests in the Trust, the rules of inheritance, as detailed in the Schedule A attached to the Last Will and Testament of either of the founders must be applied and implemented by the manger/trustee.

#### ***Article V: Amendment, Separability and Arbitration***

The Trust founders, separately and jointly, have a full right to amend, change and/or modify any article of this document, without any exception, including the mode and kind of investment of the Trust's assets, conditions of

distribution of interests and its management. They also have the right to place additional principal in the Trust.

We direct and ordain that if any part of this document is determined invalid by a court of competent jurisdiction, the other parts shall remain valid and enforceable.

Should any disagreement or dispute arise with regard to this Trust, interpretation of its words and clauses, distribution of its interests, its beneficiaries and/or its management, our older two children ..... and their spouses shall be the party to which such disagreement must be referred to solve. Its decision, whether by consensus or by majority, shall be final and binding to all related parties.

This document of three pages is made in Seven original copies: one is deposited with ISNA and one for each of the beneficiaries and one for the trustee/manager.

Date: .....

Trust Founders

Names:

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Address:

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Signatures:

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Notary Public

Name .....

Address

.....

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Signature .....

