

LOAN TRUST

DISCRETIONARY TRUST DEED AND LOAN AGREEMENT

Before completing this Trust Deed, you should take appropriate professional advice as to its suitability, ensuring that it meets your needs and does not conflict with any other arrangements you have made. You should also make sure that your chosen Trustees understand their duties and responsibilities as Trustees.

Please also ensure you complete and submit the **Tax Information Exchange Pack for Entities** along with this form.

Throughout this Trust Deed, 'we', 'our' and 'us' refers to either Utmost International Isle of Man Limited or Utmost PanEurope dac depending on your bond provider.

Once complete, please return this Trust Deed and any supporting documents to the relevant address below for your product provider:

Utmost International Isle of Man Limited, King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles.

OR

Utmost PanEurope dac, Navan Business Park, Athlumney, Navan, Co. Meath C15 CCW8, Ireland.

Once all necessary information has been received and processing has been completed, we will then date the Trust Deed and note the Trust on our records.

If you require any assistance, contact our Customer Support team on +44 (0)1624 643 345 or by email at customersupport@utmostwealth.com (for Utmost International Isle of Man Limited policies) and 0845 602 9281 or by email at info@utmostwealthsolutions.ie (for Utmost PanEurope dac policies).

	PAGE	SECTION	TO BE COMPLETED BY	TICK SECTIONS COMPLETED
Part 1 - The Trust Deed	4	A - Trust details	The Settlor	<input type="checkbox"/>
	8	D - Signatures	Settlor & Trustees & Witness	<input type="checkbox"/>
Part 2 - Loan Agreement	12	E - Loan Agreement	Settlor (as Lender) & Trustees	<input type="checkbox"/>
	14	F - Signatures	Settlor (as Lender) & Trustees & Witness	<input type="checkbox"/>
Part 3 - Our Anti-Money Laundering Requirement	16	G - Politically Exposed Persons	Settlor & Trustees	<input type="checkbox"/>
Tax Information Exchange Pack for Entities	N/A	Separate form available from our website	Parties to the Trust	<input type="checkbox"/>

A WEALTH *of* DIFFERENCE

www.utmostinternational.com

Calls may be monitored and recorded for training purposes and to avoid misunderstandings.

Utmost International Isle of Man Limited is registered in the Isle of Man under number 24916C. Registered Office: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles. Tel: +44 (0)1624 643 345. Licensed by the Isle of Man Financial Services Authority.

Utmost Wealth Solutions is registered in the Isle of Man as a business name of Utmost International Isle of Man Limited.

Utmost PanEurope dac is regulated by the Central Bank of Ireland (No 311420). Its registered office is Navan Business Park, Athlumney, Navan, Co. Meath C15 CCW8, Ireland. Utmost PanEurope dac is a Category A Insurance Permit holder with the Jersey Financial Services Commission.

Utmost Wealth Solutions is registered in Ireland as a business name of Utmost PanEurope dac.

IMPORTANT INFORMATION AND GUIDANCE FOR THE SETTLOR/LENDER

This Trust Deed and Loan Agreement may be used by a single Settlor who wishes to establish a Discretionary Trust, funded by a loan rather than an outright gift. The Settlor provides an interest free loan to the Trustees, repayable on demand, anticipating that the Trustees will invest the money into a single premium bond from Utmost International Isle of Man Limited or Utmost PanEurope dac, depending on your chosen bond provider.

The Trustees then complete the Trustee and Corporate Trustee Application Form for investment into an Evolution, Selection or Delegation bond (the bond) available from your financial adviser. This is completed by all the Trustees and must be dated after the date of the Loan Agreement in Part 2 of this form.

To ensure the UK Inheritance Tax (IHT) benefits of the Discretionary Trust are met, apart from loan repayments, the Settlor cannot benefit from the Trust Fund and must not be added as a Potential Beneficiary of the Trust.

The amount of any loan outstanding on the Settlor's death is repayable to the Settlor's personal representatives on demand, subject to the terms of the Loan Agreement which limits the outstanding loan to the value of the Trust Fund, plus any prior distributions to the Beneficiaries. Any outstanding loan amount will be included in the Settlor's estate for probate and UK IHT purposes. Any investment growth in excess of the outstanding loan is outside the Settlor's estate for UK IHT purposes and will be held by the Trustees for the Potential Beneficiaries.

As the Trust Fund is invested in a bond, lump sum repayments of the loan may trigger a charge to Income Tax if a chargeable event occurs.

IMPORTANT INFORMATION FOR TRUSTEES - UK TRUST REGISTRATION

When this Trust is created and where the Settlor and Trustees are UK resident, it is likely that the Trust will be classified as a UK express trust under the regulations adopted by the UK government arising from the EU Fifth Money Laundering Directive.

The Trustees will be responsible for registering certain Trusts, including UK express trusts, on the UK government's online Trust Registration Service. To comply with the regulations, the Trustees must provide information about the Settlor, the Trust and the beneficial interest it creates within the required timeframe. Please speak to your financial adviser to ensure you and your Trustees understand these reporting requirements.

COMPLETING THIS FORM

Before completing this form, please ensure you have:

- › checked that this form meets your requirements and does not conflict with any other arrangements you have
- › read all the relevant product literature, including the **Loan Trust Guide** and any supporting documents, which are available from your financial adviser or from us
- › read the '**Important Warning**' on page 4.

When completing this form, please:

- › complete all sections and ensure that any amendments are signed and dated by all parties
- › ensure all signatures are witnessed by an independent witness
- › attach any additional instructions or supporting documentation securely to the back of this form
- › discuss anything that you don't understand with your financial adviser before signing this form
- › ensure you have also completed and submitted the separate **Tax Information Exchange Pack for Entities**.

HOW WE USE YOUR INFORMATION

Details about how we use your information, your rights over this information and how you can exercise your rights can be found in the applicable Privacy Notice. We publish our Privacy Notice on our website at www.utmostinternational.com or you can contact us on +44 (0)1624 643 345 and request a copy. All persons whose details are collected in this form should read the Privacy Notice to understand how the data provided about them will be used.

NOTES FOR COMPLETING THE TRUST DEED

Please complete this Trust Deed using **blue or black ink** and **BLOCK CAPITALS**. If you make a mistake, cross it out, put in the correct words and ensure you initial next to the correction. **Do not use correction fluid**. No alterations should be made to this Trust Deed, other than where the Settlor wishes to amend the categories of Potential Beneficiaries.

SECTION A – SETTLOR’S DECLARATION

This is where the Settlor declares his intention to make an interest free loan to the Trustees, thereby creating the Trust from the Effective Date.

SECTION B – DEFINITIONS

Effective Date – The Trust Deed should be completed and dated prior to completing the Loan Agreement in Part 2.

Trust Fund – All money derived from an interest free loan(s) from the Settlor and all property representing it and all other property received or held by the Trustees from time to time, subject to the provisions of this Trust.

The Settlor – The details of the creator of the Trust should be included here.

The Trustees – The details of the persons who will act as Trustees should be set out here. If the Settlor is to be a Trustee, they should be named again here. Where individuals are to act as Trustees, at least two must be appointed. Where a Corporate Trustee is appointed, one is sufficient.

Potential Beneficiaries – This section sets out the categories of persons, excluding the Settlor, any one or more of whom could receive benefit from the Trust if the Trustees so decide. The Settlor may delete any category which is not required before signing the Trust Deed. During their lifetime, the Settlor can also nominate additional Potential Beneficiaries to the Trustees in writing.

SECTION C – TRUST PROVISIONS

This section describes the terms of the Trust and the powers given to the Trustees. It is important that the Settlor and the Trustees are familiar with the Trust Provisions and the extent of the Trustees’ discretionary powers. **Your attention is drawn to the effect of clauses C3 and C9 of the Trust Provisions. Clause C3 limits the Trustees’ duty of care, whilst clause C9 limits the Trustees’ liability for breaches of trust and loss to the Trust Fund.** This means that the Trustees are not liable for any loss to the Trust Fund except that arising from their own fraud or dishonesty.

Your attention is also drawn to Section E, clause (d) of the Loan Agreement in part 2 which has the effect of limiting the Trustees’ personal liability in respect of loan repayments to the value of the Trust Fund when payment falls due. If you have any questions in respect of these or any other provisions of the Trust or Loan Agreement, please discuss them with your legal adviser.

SECTION D – SIGNATURES

The Settlor and all the Trustees must sign in this section and each signature should be witnessed by an independent person who is aged 18 or over, and who is not a party to this Trust Deed or a Potential Beneficiary.

SIGNATURE This symbol shows where the Settlor, Trustees and witnesses must sign.

CORRESPONDENCE

Please name the Trustee who is to receive all future correspondence in the box below.

PART 1 – THE TRUST DEED

IMPORTANT WARNING

This Trust Deed has been prepared in accordance with our interpretation of the law of England & Wales and HM Revenue & Customs practice as at **1 January 2021**. We accept no responsibility for any loss incurred by the Settlor or any other person, arising out of the use of this Trust Deed. Legislation and practice regarding taxation are subject to changes which cannot be foreseen and tax treatment may depend on individual circumstances. Before completing this Trust Deed, the Settlor should take appropriate professional advice as to its suitability. **Providing a sample trust form for you and your professional advisers to consider does not constitute the provision of a trustee service by the bond provider.**

A SETTLOR'S DECLARATION

The Settlor named in part B3 intends to make an interest free loan(s) to the Trustees with the intent that the monies loaned shall be held by the Trustees (subject only to the right of the Settlor to be repaid the principal amount of the loan on demand) subject to the Trust Provisions set out below. The Trust shall be irrevocable.

B DEFINITIONS

In this Trust, the following words will have the meanings set out below and unless the context does not permit the masculine, will include the feminine and the singular will include the plural and vice versa.

1 'Effective Date'

This Trust is made on

d	d	m	m	y	y	y	y
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between the Settlor and the Trustees.

2 The 'Trust Fund' means

All money derived from an interest free loan(s) from the Settlor, and all property representing it and all other property received or held by the Trustees from time to time, subject to the provisions of this Trust.

3 The 'Settlor'

The 'Settlor' means the person referred to below

Settlor

Title (Mr, Mrs, Miss or Other)

Name

Maiden name or any previous names
(if applicable)

Residential address

Postcode

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Telephone number

Email address

Date of birth

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Nationality

Country of birth

Please date the Trust Deed after all signatories including the Trustees have completed it. It must be dated before the date of the Loan Agreement in Part 2. Leave **blank** if appointing Utmost Trustee Solutions Limited as trustee.

4 The 'Trustees'

The 'Trustees' mean the persons named below, for the time being, acting under the Trusts declared in this Deed.


I (the Settlor), hereby appoint
Utmost Trustee Solutions Limited to act as a sole Trustee

☐

Yes

☐

No

If you have ticked 'yes', leave the boxes blank and proceed to section 5. 

If you have ticked 'no', complete with the details of the Trustees to be appointed. If the Settlor is to be a Trustee, they should be included here as well.

Where individual Trustees are appointed, it is usual and strongly recommended to have at least two. Where a Corporate Trustee is appointed, one Trustee is sufficient.

If you wish to appoint Utmost Trustee Solutions Limited as your Trustee, you will also need to complete **Utmost Trustee Solutions' Appointment of Trustee Form** which is available on request from us.


	Trustee 1	Trustee 2
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Name	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Maiden name or any previous names (if applicable)	<input type="text"/>	<input type="text"/>
Residential address	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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Nationality	<input type="text"/>	<input type="text"/>
Country of birth	<input type="text"/>	<input type="text"/>

	Trustee 3	Trustee 4
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Name	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Maiden name or any previous names (if applicable)	<input type="text"/>	<input type="text"/>
Residential address	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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Nationality	<input type="text"/>	<input type="text"/>
Country of birth	<input type="text"/>	<input type="text"/>

5 The 'Potential Beneficiaries'

The categories of Potential Beneficiaries are defined below. These are the persons who may receive benefit from the Trust Fund if the Trustees decide to appoint benefit to them. The Settlor must not be included here.

- a) Any child or descendant of the Settlor whenever born
- b) Any spouse/civil partner or former spouse/former civil partner or widow/widower/surviving civil partner of the Settlor
- c) Any spouse/civil partner or former spouse/former civil partner or widow/widower/surviving civil partner of any child or descendant of the Settlor whenever born
- d) Any children of any spouse of the Settlor whenever born
- e) Any brother or sister of the Settlor and their children
- f) Any one or more of the persons entitled under the Will of the Settlor
- g) Any one or more of the persons entitled under the rules relating to intestacy to any interest in the estate of the Settlor
- h) Any person or a charity, **not already included in the categories above**, and other than the Settlor, whose name has been notified to the Trustees in writing by the Settlor during the Settlor's lifetime as being a person the Settlor wishes the Trustees to consider as a Potential Beneficiary.

The Settlor may delete any category of beneficiary which is not required, but may not delete them all. Any amendments must be clear, and must be initialled and dated by the Settlor and the Trustees before completing this Deed. 

6 **'Civil Partner'** and **'Civil Partnership'** have the same meaning as in Section 1 of the Civil Partnership Act 2004.

7 **'Person'** means a person anywhere in the world and includes a Trustee.

8 **'Trust Period'** means one hundred and twenty five years from the Effective Date stated in B1.

C TRUST PROVISIONS

1 Trustees' Discretion

- a) The Trustees shall hold the Trust Fund for the benefit of any one or more of the Potential Beneficiaries and in such shares (or wholly to one) and for such interests (including creating further Trusts) as they shall appoint.
- b) Subject to any appointment, the Trustees shall accumulate the whole or part of the income (if any) of the Trust Fund. That income shall be added to the Trust Fund.
- c) The Trustees have power to apply any sum of income or capital towards the maintenance, education or benefit of any Beneficiary.
- d) The Trustees may pay any such sum of income or capital to a minor's parent or guardian for the minor's behalf and the receipt of the parent or guardian shall be a complete discharge to the Trustees.
- e) Subject to, and in default of any appointment, and so far as any such appointment shall not extend or shall fail for any reason, then the Trustees shall hold the Trust Fund on Trust for such of the Potential Beneficiaries that are still living at the end of the Trust Period, and if more than one in equal shares absolutely.
- f) Subject to that, if there are no Potential Beneficiaries alive at the end of the Trust Period or the Trust Fund is not wholly disposed of, then the Trustees shall hold the Trust Fund and the income thereof for such charities as the Trustees shall determine.

2 Settlor Exclusion Clause

No power conferred by this settlement shall be exercisable, and no provision shall operate so as to allow any part of the Trust Fund to become payable to or applicable for the benefit of the Settlor.

3 Trustees' power to borrow, deal with the Trust Fund and invest as if they are the absolute beneficial owners

The Trustees shall have all the administrative powers of an absolute beneficial owner over the Trust Fund. In particular:

- a) The Trustees may borrow with or without the security of the Trust Fund.
- b) The Trustees may surrender or assign any policy held in the Trust Fund.
- c) The Trustees may retain any policy held in the Trust Fund without being obliged to consider whether it should be surrendered or assigned.
- d) The Trustees may invest the Trust Fund in any way they think fit, including in property in any part of the world and in unsecured loans.
- e) In discharging their investment function, the Trustees do not have any of the duties described in the Trustee Act 2000 ("the Act") or any similar duties however they arise and in particular:
 - (i) the duty of care in section 1 of the Act
 - (ii) the duty to take advice in section 5 of the Act
 - (iii) the duty to have regard to the standard investment criteria in section 4 of the Act

- (iv) the duties in the Act concerning the appointment of an investment manager
- (v) any duty to diversify the Trust Fund or to consider diversifying the Trust Fund
- (vi) any duty to balance the interests of beneficiaries with different interests.

- f) The Trustees may delegate investment management responsibility, or any aspect of it, on any terms to any person(s) including the Settlor or the Settlor's adviser and they have no responsibility to supervise or monitor the way in which the delegate discharges that responsibility or to monitor the suitability of the delegation or of the delegate.
- g) The Trustees may consider advice or representations from any person they think fit in relation to investment or any other dealing with the Trust Fund but they do not have any obligation to act upon any such advice or representations.

4 Trustees' power to lend moneys to Beneficiaries

The Trustees can lend money to any of the Potential Beneficiaries on any terms they think fit.

5 Receipt of benefits of the Trust Fund

Where a company pays the proceeds of any policy or units in accordance with the Trustees' instructions, this will be a full discharge for the company. The Trustees are responsible for passing the benefits to the Beneficiaries.

6 Appointment and replacement of Trustees

- a) The power to appoint new or replacement Trustees shall rest with the Trustees.
- b) A person may be appointed to be a Trustee, notwithstanding that such person is not resident in the United Kingdom. Remaining out of the United Kingdom for more than 12 months shall not be a ground for the removal of a Trustee.
- c) The Trustees may remove and/or replace a Trustee who cannot be found provided reasonable efforts have been made to find the Trustee being removed and all the remaining Trustees execute the deed of removal/replacement.

7 Payments to Trustees

- a) Trustees may be in a profession or business, for example as a solicitor or an accountant. If they or their firm does work in relation to the Trust in a professional capacity, they will be entitled to be paid all reasonable professional fees and charges for their work. This entitlement applies to all Trustees other than the Settlor.
- b) Any Trustee is entitled to be reimbursed out of the Trust Fund for any reasonable expense incurred by that Trustee in respect of taking professional advice in relation to this Trust, including advice in respect of investments and to recover all legal costs reasonably incurred. The timing of any repayment permitted under this clause will be subject to any legal or contractual restrictions placed on the assets of the Trust Fund. Any reimbursement permitted will be limited to the realisable assets of the Trust Fund.

8 Power to vary administrative provisions

When in the management or administration of the Trust Fund, the Trustees wish to carry out any transaction or dealing with the Trust Fund but they are advised that they do not have the necessary power to do so or where the Trustees wish to release or restrict any existing power they have, they may execute a deed giving themselves the necessary power or releasing or restricting their existing powers.

9 Protection of the Trustees generally

- a) No Trustee shall be liable for any breach of trust or any loss to the Trust Fund (whether committed or caused by the Trustee or by any other person) unless it is the result of the fraud or dishonesty of that Trustee.

- b) No Trustee shall be bound to take any proceedings against a co-Trustee or former Trustee or their personal representatives for any breach or alleged breach of trust committed by such co-Trustee or former Trustee.

- c) No Trustee shall be bound to take any proceedings against any third party in respect of any actual or potential legal claims it may have whether in favour of the Trustee or the Trust Fund.

10 Proper Law

This settlement will be governed by the laws of England and Wales.

D SIGNATURES

All signatures must be witnessed by someone who is aged 18 or over; who is not related to you and is not a party to this Trust or a Beneficiary.

The parties have executed this document as a deed on the first date stated above.

If the Settlor is also to be a Trustee, they need to sign both in this section as a Settlor and as a Trustee in the section on the next page.

Settlor

Signed and delivered as a deed by the said
(Full name of Settlor)

--

Settlor's **SIGNATURE**

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SIGNATURE

In the presence of
(Full name of witness)

--

Witness **SIGNATURE**

--

SIGNATURE

Permanent residential
address of witness

Postcode

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LOAN TRUST

DISCRETIONARY TRUST DEED AND LOAN AGREEMENT

Each Trustee must sign the form.

	Trustee 1	Trustee 2
Signed and delivered as a Deed by the said (full name of Trustee)	<div></div> <div></div>	<div></div> <div></div>
Trustee's SIGNATURE	<div></div>	<div></div>
In the presence of (full name of witness)	<div></div> <div></div>	<div></div> <div></div>
Witness SIGNATURE	<div></div>	<div></div>
Permanent residential address of witness	<div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div>
Postcode	<div></div> <div></div> <div></div> <div></div> <div>-</div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div>-</div> <div></div> <div></div> <div></div>

Please leave blank if appointing Utmost Trustee Solutions Limited as Trustee.

SIGNATURE

SIGNATURE

	Trustee 3	Trustee 4
Signed and delivered as a Deed by the said (full name of Trustee)	<div></div> <div></div>	<div></div> <div></div>
Trustee's SIGNATURE	<div></div>	<div></div>
In the presence of (full name of witness)	<div></div> <div></div>	<div></div> <div></div>
Witness SIGNATURE	<div></div>	<div></div>
Permanent residential address of witness	<div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div>
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SIGNATURE

SIGNATURE

NOTES

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PART 2 – LOAN AGREEMENT

NOTES FOR COMPLETING THE LOAN AGREEMENT

This Loan Agreement must be completed and dated after the Trust Deed.

The Loan Agreement, when completed, should be retained by the Lender, with a copy provided to the Trustees.

The Trustees should keep careful records of all loan repayments so that they can account for the outstanding balance at any time.

IMPORTANT WARNING

This Loan Agreement has been prepared in accordance with our interpretation of the law of England and Wales as at **1 January 2021**. Before completing the Loan Agreement, the parties should take the advice of their own professional adviser as to its suitability. We accept no responsibility for any loss incurred by the user or any other person arising out of the use of this Loan Agreement. Legislation and practice regarding taxation are subject to changes which cannot be foreseen and tax treatment may depend on individual circumstances.

E LOAN AGREEMENT

This Agreement is made on

d	d	m	m	y	y	y	y
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Please date at least one day after the date of the Trust Deed. Leave **blank** if appointing Utmost Trustee Solutions Limited as Trustee.

Lender

Title (Mr, Mrs, Miss or Other)

Name

Maiden name or any previous names (if applicable)

Residential address

Postcode

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Telephone number

Email address

Date of birth

d	d	m	m	y	y	y	y
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Nationality

Country of birth

Please enter details of the Settlor here.

LOAN TRUST

DISCRETIONARY TRUST DEED AND LOAN AGREEMENT

Please insert the details of the individual Trustees or corporate Trustee from Part 1 of the Trust Deed (or a subsequent appointment of Trustees, if applicable).



	Trustee 1	Trustee 2
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Name	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Maiden name or any previous names (if applicable)	<input type="text"/>	<input type="text"/>
Residential address	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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Nationality	<input type="text"/>	<input type="text"/>
Country of birth	<input type="text"/>	<input type="text"/>

	Trustee 3	Trustee 4
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Name	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Maiden name or any previous names (if applicable)	<input type="text"/>	<input type="text"/>
Residential address	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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Nationality	<input type="text"/>	<input type="text"/>
Country of birth	<input type="text"/>	<input type="text"/>

Whereas:

- 1 The Lender executed a Trust Deed dated as per the Effective Date shown in Part 1 B (1).

- 2 The Lender now desires to lend the Specified Amount to the Trustees to be held by them upon the terms of the said Trust and on condition that the loan will be free of interest and repayable on demand.

£*	.		
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*The Specified Amount stated must exclude any initial adviser charge or trustee appointment fee being facilitated by the bond provider prior to investment and which do not form part of the loan.

Now this Deed witnesses that the Lender lends the Specified Amount* to the Trustees upon the following terms and conditions:

- a) The loan shall be free of interest
- b) The loan shall be repayable by the Trustees upon demand made in writing by the Lender at any time
- c) The Trustees acknowledge receipt of the Specified Amount as a loan from the Lender to the Trustees or to Utmost International Isle of Man Limited or Utmost PanEurope dac for the purchase of an Investment Bond to be issued to the Trustees, which places the Specified Amount in the control of the Trustees
- d) The Trustees are personally liable for any sum payable under this Loan Agreement only to the extent of the value of the Trust Fund when the payment falls due. When computing the value of the Trust Fund for these purposes, the Trust Fund shall be treated as still including any property which has been distributed to Beneficiaries since this deed was entered into
- e) The Lender agrees that, on retirement, a Trustee may be released from his or her liability to pay the loan by the continuing Trustees provided that the continuing Trustees undertake to be jointly liable to the Lender for all sums due under the Loan Agreement as if they were the original parties to the Loan Agreement.

F SIGNATURES

Each signature must be witnessed by an independent witness who is 18 or over and not a party to this Trust or a Beneficiary. The same person can witness all signatures.

The parties have executed this document as a deed on the first date stated above.

If the Lender is also a Trustee, they need to sign in both signature sections.

Lender

Signed and delivered as a deed by the said (Full name of Lender)

Lender's **SIGNATURE**

--

SIGNATURE

In the presence of (Full name of witness)

Witness **SIGNATURE**

--

SIGNATURE

Permanent residential address of witness

Postcode

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LOAN TRUST
DISCRETIONARY TRUST DEED AND LOAN AGREEMENT

Each Trustee must sign the form.

	Trustee 1	Trustee 2
Signed and delivered as a Deed by the said (full name of Trustee)	<div></div> <div></div>	<div></div> <div></div>
Trustee's SIGNATURE	<div></div>	<div></div>
In the presence of (full name of witness)	<div></div> <div></div>	<div></div> <div></div>
Witness SIGNATURE	<div></div>	<div></div>
Permanent residential address of witness	<div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div>
Postcode	<div></div> <div></div> <div></div> <div></div> <div>-</div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div>-</div> <div></div> <div></div> <div></div>

Please leave blank if appointing Utmost Trustee Solutions Limited as Trustee.

SIGNATURE

SIGNATURE

	Trustee 3	Trustee 4
Signed and delivered as a Deed by the said (full name of Trustee)	<div></div> <div></div>	<div></div> <div></div>
Trustee's SIGNATURE	<div></div>	<div></div>
In the presence of (full name of witness)	<div></div> <div></div>	<div></div> <div></div>
Witness SIGNATURE	<div></div>	<div></div>
Permanent residential address of witness	<div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div>
Postcode	<div></div> <div></div> <div></div> <div></div> <div>-</div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div>-</div> <div></div> <div></div> <div></div>

SIGNATURE

SIGNATURE

PART 3 – OUR ANTI-MONEY LAUNDERING REQUIREMENT

G POLITICALLY EXPOSED PERSONS

Under our current anti-money laundering obligations, we are required to identify any persons associated with this Trust who could be classed as a Politically Exposed Person (PEP). A PEP is a term used to describe someone who is currently, or has previously been, entrusted with prominent public functions or responsibilities, for example: a Head of State, a holder of a senior political or government post, a senior member of the Judiciary or the Military, a senior employee of a State Owned Corporation, or a board member of a Central Bank. Immediate family members or close associates of a PEP should be considered a PEP in their own right.

Please provide details in the box below of any persons that could be considered to be a PEP (as defined above) in relation to this Trust. Non-completion confirms that there are no associated PEPs:

NOTES

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