

LOAN TRUST DEED

(MANX LAW - DISCRETIONARY VERSION)

January 2022 Limited Liability.

A limited liability loan trust means the loan agreement limits the trustees' liability to repay the loan to the net value of the trust fund at the time the loan repayment is demanded. So, if the value of the trust fund is less than the outstanding value of the loan at the time repayment is requested, the lender will get back less than the amount they originally lent.

This deed can be used where personal trustees are to be appointed as Trustee.

Please speak to your financial adviser or legal adviser to confirm if this trust deed is suitable to meet your needs.

All references to Utmost International in this form mean Utmost International Isle of Man Limited or Utmost PanEurope dac.

NOTES FOR COMPLETION

The following notes are referenced throughout this document. Please read them carefully as they will help you complete this document accurately.

1. The Settlor must date the Trust. The Declaration Date should be the date that the Deed is completed by the Settlor and the Original Trustees. The Declaration Date is also the date for the cheque or electronic transfer instruction in respect of the Loan.
2. If the Settlor is to be a Trustee as well then it is essential that the part of the document identifying the Trustees is correctly completed by showing the Settlor as a Trustee. It is not necessary to insert the full names again and 'the Settlor' will suffice. It is also important that the Settlor signs the document twice, as Settlor and also as Trustee. If there is more than one Settlor, please insert the full name(s) of each Settlor (or one Settlor if appropriate) to ensure the appropriate appointment is made. It is recommended that there is at least one additional Trustee, other than the Settlor.
3. The Settlor's spouse or civil partner is specifically not included as a beneficiary under the settlement to ensure there are no inheritance tax implications where single Settlor reciprocal arrangements may have been undertaken. However, the class of beneficiaries does include the widow/widower or surviving civil partner of the Settlor, therefore the spouse or civil partner can benefit from the Trust Fund from the date of the Settlor's death. If you need the spouse or civil partner to benefit during the Settlor's lifetime (whether now or at a later date) for a Single Settlor Trust, then it is possible to include the spouse or civil partner by inserting 'spouse or civil partner of the Settlor' in the blank box under Clause 2 (5) (vi) of the deed. However, it is not possible to add them to the Settlement after the Declaration Date has been completed. Therefore if you want your spouse or civil partner to be able to benefit from the Settlement either now or in the future their details will need to be inserted.
4. Appointment of a Protector is not essential but if a non-UK resident Trustee is to be appointed then some Settlers may feel more comfortable knowing that Trustee dispositive functions will require the consent of another party appointed to oversee the carrying out of those functions. That party must consent to the appointment and so will be required to sign the document.
5. This is the name the Settlor gives to the Settlement. For example, 'the Mary Jones Loan Trust Settlement 2016' where Mary Jones is the Settlor.
6. Trustees should be aware that if they are removed as a Trustee in the future but they do not execute a deed at that time to discharge their liability as Trustee as well as vest the Trust Property in the new and/or remaining Trustees, then they will continue to be personally liable for repayment of the Loan on demand by the Settlor.

Identifying the parties

In order for Utmost International to comply with the anti-money laundering and prevention of terrorist financing legislation and guidelines of the Isle of Man or Republic of Ireland, whichever is applicable, it will be necessary for proof of the identity and address of the Settlor (or each person constituting the Settlor, where this is a Dual Settlor Trust) and all Trustees and any Protector to be established. In addition any persons who are likely to benefit from the Trust Property should also be identified in the same manner.

To ensure that you do not fall within the gift with reservation rules (Para 7, Schedule 20, Finance Act 1986 of the United Kingdom), it is essential that you provide funds from your own bank account for a Single Settlor Trust. Funds should not come from a joint bank account unless for a Dual Settlor Trust.

Trust registration – important information

Once the trust is set up, it may need to be registered. Failure to do so could result in a fine.

Under the EU's fifth money laundering directive (5MLD) a trust may be required to register, where it is deemed to be resident in a participating EU Member State, and in this context includes the UK despite no longer being part of the EU. This is generally driven by the residency of the trustees and the settlor, and the location of the trust's property or other business relationships.

Each country/EU Member State has its own rules regarding residency of a trust. For example, where the trustees and/or settlor are UK resident, the trust will be deemed to be resident in the UK and is required to be registered with HMRC's trust registration service within 90 days of the declaration of trust.

Further information regarding trust registration can be found in '**Your guide to the UK Trust Register**'.

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(MANX LAW - DISCRETIONARY
VERSION)

Limited Liability

NOTICE

All references to Utmost International in this form mean Utmost International Isle of Man Limited or Utmost PanEurope dac.

This draft document is provided strictly for consideration by the Settlor's legal advisers. Utmost International accepts no responsibility for any loss of whatsoever nature occasioned by the adoption unamended or otherwise of this draft trust document. Any help given on completion of the Loan Trust (Manx Law - discretionary version) Limited Liability is accordingly given on the basis that, having discussed the trust terms with legal advisers, the draft trust put forward for consideration is adopted duly completed but otherwise unamended.

1 INTRODUCTION

This Settlement is made on the
(**'the Declaration Date'**)

day of ,

between

of

and

of

('the Settlor') of the one part (and where there are two persons identified then 'Settlor' means both of them jointly and the survivor of them after the death of the first to die).

and

of

and

of

See Note 1 regarding date

(The First Settlor)

(Address)

(The Second Settlor, if any)

(Address)

If the Settlor is to be a Trustee
put 'the Settlor' - see Note 2

(Address)

(Address)

and	<div style="border: 1px solid black; height: 20px;"></div>	(Address)
of	<div style="border: 1px solid black; height: 20px;"></div> <div style="border: 1px solid black; height: 20px;"></div> <div style="border: 1px solid black; height: 20px;"></div>	
and	<div style="border: 1px solid black; height: 20px;"></div>	
of	<div style="border: 1px solid black; height: 20px;"></div> <div style="border: 1px solid black; height: 20px;"></div> <div style="border: 1px solid black; height: 20px;"></div>	
		(Address)

('the Original Trustees') of the other part.

2 DEFINITIONS

- (1) **'The Trustees'** means the Original Trustees or the Trustees of this Settlement for the time being.
- (2) **'The Trust Fund'** means:
- (i) the sum lent to the Trustees as a Loan specified in clause 3 below;
 - (ii) all money investments or other property paid or transferred by any person to the Trustees or placed under the control of the Trustees and (in either case) accepted by the Trustees as additions to Trust Property; and
 - (iii) all property from time to time representing the above.
- (3) **'Trust Property'** means any property comprised in the Trust Fund.
- (4) **'The Trust Period'** means the period of 150 years beginning on the Declaration Date.
- (5) **'The Beneficiaries'** means:
- (i) the children, step children and descendants of the Settlor (or of either person constituting the Settlor where this is a Dual Settlor Trust);
 - (ii) the spouses, former spouses, widows, widowers, civil partners, former civil partners and surviving civil partners of any persons in (i) above;
 - (iii) the widow/widower or surviving civil partner of the Settlor (or of either person constituting the Settlor where this is a dual Settlor trust);
 - (iv) any nieces or nephews of the Settlor (or of either person constituting the Settlor where this is a Dual Settlor Trust);
 - (v) the brothers and sisters of the Settlor (or of either person constituting the Settlor where this is a Dual Settlor Trust);
 - (vi) the persons added under clause 6 below;
 - (vii) the persons or objects named in the following box (if any):
- and
- (viii) at any time during which there are no Beneficiaries under any of (i) to (vii) above, any company, body or trust established for charitable purposes only.
- (6) **'Protector'** means the person (if any) shown in the First Schedule below, or such other person as is the Protector for the time being.
- (7) **'Civil partner'** has the meaning given to it in the Civil Partnership Act 2011 (or any replacement legislation).

See Note 3

See Note 4

- (8) **'Person'** includes a person (legal or natural) anywhere in the world and includes a Trustee.
- (9) **'This Settlement'** means the settlement hereby constituted by this Deed.
- (10) Unless the context otherwise requires, a reference to any gender includes a reference to the other genders and the singular includes the plural and vice versa.
- (11) If the Settlor comprises one person at the Declaration Date, this is a **'Single Settlor Trust'**. If the Settlor comprises two persons at the Declaration Date, this is a **'Dual Settlor Trust'**.

3 THE LOAN

- (1) The Settlor agrees with the Original Trustees to lend them £ to hold on the trusts of this Settlement (hereinafter referred to as 'the Loan'). The Original Trustees requested that the Loan be made by payment of a cheque or payment by electronic transfer (where appropriate) to Utmost International Isle of Man Limited, Utmost PanEurope dac or the Trustees of the Settlement named in clause 4B below (whichever is applicable).
- (2) Where this is a Dual Settlor Trust, the Loan shall be deemed to have been provided in equal shares and made as joint tenants.
- (3) The terms of the Loan are as follows:
1. The Loan shall be free of interest
 2. The Loan or any part of the Loan shall be repayable on written demand by the Settlor to the Original Trustees
 3. The total liability of the Original Trustees to the Settlor, his successors and his assignees under or in connection with the Loan shall not at any time exceed the net value of the Trust Fund at that time. In determining the net value of the Trust Fund for these purposes, allowance shall be made for all expenses and liabilities (apart from the Loan) that Original Trustees of this Trust or any other person are (whether actually or contingently payable, and whether payable immediately or in the future) entitled to discharge or have met, or in respect of which they are entitled to be indemnified, from Trust Property. The net value of the Trust Fund for these purposes shall include the value of any capital paid, distributed or transferred to any person under the dispositive provisions of the Trust, unless:
 - (i) That payment, distribution or transfer is made with the written consent of:
 - (a) The Settlor (where this is a Single Settlor Trust); or
 - (b) Both persons comprising the Settlor (where this is a Dual Settlor Trust); or
 - (c) The survivor of the persons comprising the Settlor (where this is a Dual Settlor Trust); or
 - (d) The successors or assignees of the person mentioned above for (a), (b) or (c) above;
 - (ii) the recipient of the payment, distribution or transfer gives a direct binding covenant in writing to pay to the Settlor, his successors and assignees, on demand of repayment of the Loan, an amount equal to the value of that payment, distribution or transfer.
- (4) The Original Trustees acknowledge receipt of the cheque, or bank instruction letter for the electronic transfer, in respect of the Loan and agree to the terms of the Loan by signing the Trust deed.
- (5) 1. The Trustees and any former trustees of this Trust are (without limiting their rights) entitled to discharge their obligations under or in connection with the Loan using Trust Property.
2. Following his retirement, removal or replacement as a trustee of this Trust, no person is bound to release, assign or transfer Trust Property to the Trustees or any person unless any obligations of his under or in connection with the Loan are first discharged or extinguished or adequate security is given to him to secure their discharge.
3. In this clause 3:
- (i) 'obligations' includes (without limitation) existing, contingent and future obligations; and
 - (ii) an obligation is (without limitation) in connection with the Loan if it is in connection with:
 - the Loan; or
 - a loan, agreement or obligation entered into by trustees of this Trust to secure the discharge or extinguishment of the obligations of a person who ceases, or has ceased, to be a trustee of this Trust, such obligations arising under or in connection with (a) the Loan or (b) any successor loan, agreement or obligation entered into by any trustee or former trustee of this Trust that ultimately replaces liability of the Original Trustees under the Loan or secures the discharge or extinguishment of the liability of another trustee or former trustee of this Trust under the Loan or such a successor loan, agreement or obligation.

4 THE TRUST

Now this deed witnesses as follows:

- A. the Settlor has made a Loan as set out in clause 3 above to the Original Trustees. The Original Trustees shall hold the Trust Fund on the following Terms.
- B. this Settlement shall be known as

See Note 5

5 POWER TO RECEIVE ADDITIONAL PROPERTY

The Trustees may, during the Trust Period, accept additional money, investments or other property, of whatever nature and wherever situated, paid or transferred to them by any person. Such additional money, investments or other property shall, subject to any contrary direction, be held upon the trusts and with and subject to the powers and provisions of this deed.

6 POWER OF ADDITION OF BENEFICIARIES

- (i) The Settlor (where there is a Single Settlor Trust) during his lifetime; or
- (ii) The persons constituting the Settlor (where there is a Dual Settlor Trust) during their joint lifetimes; or
- (iii) the survivor of the persons constituting the Settlor (where this is a Dual Settlor Trust), during his lifetime; or
- (iv) any two Beneficiaries after the death of (i) the Settlor (where this is a Single Settlor Trust) or (ii) both persons comprising the Settlor (where this is a Dual Settlor Trust)

may by deed or deeds and with the written consent of the Trustees at any time or times during the Trust Period add any persons to the Beneficiaries other than the Settlor or the Settlor's spouse or civil partner.

7 TRUST INCOME

Subject to the overriding powers in clause 8 below:

- (1) The Trustees may accumulate the whole or part of the income of the Trust Fund during the Trust Period. That income shall be added to the Trust Fund.
- (2) The Trustees shall, subject to the prior written consent of the Protector (if any), pay or apply the remainder of the income of the Trust Fund to or for the benefit of any Beneficiaries, as the Trustees think fit, during the Trust Period.

8 OVERRIDING POWERS IN RELATION TO THE TRUST FUND

The Trustees shall during the Trust Period have the following powers set out in this clause. Where there is a Protector, such powers are exercisable only with his written consent:

- (1) Power of appointment
 - (a) The Trustees may appoint that they shall hold the whole or any part of the Trust Fund for the benefit of any Beneficiaries, on such terms as the Trustees think fit.
 - (b) An appointment may create any provisions and in particular:
 - (i) discretionary trusts and
 - (ii) dispositive or administrative powers exercisable by any person.
 - (c) An appointment shall be made by deed and may be revocable or irrevocable.
 - (d) Appointments may be made for the benefit of one or more of the Beneficiaries alone to the exclusion of any others.
- (2) Transfer of Trust Property to new Settlement:

The Trustees may by deed declare that they hold any Trust Property on trust to transfer it to Trustees of a Qualifying Settlement, to hold on the terms of that Qualifying Settlement, freed and released from the terms of this Settlement.

'A Qualifying Settlement' here means any Settlement, wherever established, under which every person who may benefit is (or would if living or added be) a Beneficiary of this Settlement.

- (3) Power of advancement:

The Trustees may pay or apply any Trust Property for the advancement or benefit of any Beneficiary.

9 DEFAULT TRUSTS

Subject as above, the Trust Fund and its income shall be held on trust for the descendants of the Settlor living at the end of the Trust Period (and in equal shares if more than one) absolutely or if none, for such charitable purposes as the Trustees shall select.

10 SUCCESSOR PROTECTORS AND TACIT CONSENT

- (1) There shall be no duty to appoint a Protector, whether or not the Settlor has appointed a Protector by this deed.
- (2) The Protector shall cease to be the Protector:
 - (i) if an individual, on death; or
 - (ii) if a corporation, on dissolution; or
 - (iii) in either case, on
 - becoming unable or unfit to act; or
 - making a valid appointment under (3) below.
- (3) If the Protector wishes to retire he may appoint in writing another person to be Protector of this Settlement and
 - (i) when the Trustees have been given written notice of the appointment; and
 - (ii) the person appointed has consented in writing, then:

such person shall immediately become the Protector in place of the retiring Protector and any nomination under (4) below shall be revoked.
- (4) The Protector may in writing nominate a person to succeed him should he cease to be the Protector and, upon such cessation,
 - (i) if the nomination remains unrevoked;
 - (ii) the Trustees have been given written notice of the nomination; and
 - (iii) the person nominated consents in writing then:

such person shall immediately become the Protector.
- (5) Where there is a Protector but he fails to respond to a written request from the Trustees within 30 days (or such longer period as may be specified under a notice given to the Trustees under sub-clause 11(3) below), then the Trustees may take silence to indicate written consent by the Protector and act accordingly.
- (6) If, despite the provisions of this clause, there ceases to be at any time a Protector of this Settlement, then the Settlor or, if there is no Settlor in existence and capable of making an appointment, the Trustees may in writing appoint any person (other than a Trustee) to be the Protector.

11 POWERS AND DUTIES OF THE PROTECTOR

- (1) The powers and duties of the Protector are fiduciary in nature.
- (2) The Protector is under no duty to enquire into or interfere with the management or conduct of this Settlement, unless he has actual knowledge of circumstances which call for enquiry.
- (3) The Protector shall consider the appropriateness of any act before giving his consent to it and shall, if need be, inform the Trustees that the 30-day period mentioned in sub-clause 10(5) is insufficient in the circumstances and inform them of such specified longer period as he may reasonably require.

12 APPOINTMENT OF TRUSTEES

- (1) A person may be appointed Trustee of this Settlement even though he has no connection with the British Isles.
- (2) The power of appointing new trustees is exercisable by the following:
 - (i) the Protector (if any); or
 - (ii) if there is no Protector able and willing to act, the Settlor during his lifetime; or
 - (iii) the persons constituting the Settlor (where this is a Dual Settlor Trust) jointly during their joint lifetimes; or
 - (iv) the survivor of the persons constituting the Settlor (where this is a Dual Settlor Trust), during his lifetime; or
 - (v) in the absence of a Settlor and a Protector able or willing to act, the Trustees.
- (3) For the purposes of (2)(ii) and (v) above, the Protector shall be deemed to be unable or unwilling to act if he fails to respond to a written request from the Trustees within the period of time stated in clauses 10(5) and 11(3) above.

13 RETIREMENT AND REMOVAL OF TRUSTEES

- (1) Any Trustee may retire at any time provided 30 days' written notice is given to the person who currently has the power to appoint new Trustees.
- (2) Where a Trustee is dead, dissolved, unfit to act or incapable of acting, wishes to retire or refuses to act as trustee, the person with the power of appointing Trustees may appoint one or more persons to be Trustee in his place.
- (3) The Protector may dismiss a Trustee by giving 30 days' notice in writing to such Trustee. Any person removed as Trustee shall (subject to any lien that he may have) take such steps as may be required for the vesting without delay in the continuing or new Trustees of all Trust Property in his name or under his control.
- (4) Neither the retirement nor dismissal described in this clause 13 shall take effect unless and until there remain at least two Trustees or a Trustee which is a company carrying on a business which consists of or includes the management of trusts.

See Note 6

14 IRREVOCABILITY

This Settlement is irrevocable.

15 FURTHER PROVISIONS

The provisions set out in the Second Schedule below shall have effect.

16 EXCLUSION OF THE SETTLOR

Notwithstanding anything else in this Deed, no power conferred by the Settlement shall be exercisable and no provision shall operate so as to allow the Trust Fund or its income to become payable to or applicable for the benefit of the Settlor in any circumstances whatsoever except, for the avoidance of doubt, repayment of the Loan in accordance with clause 3.

17 LAW OF THE TRUST

The governing law of this Settlement (including the Loan), and of its validity, construction, effects and administration, shall be that of the Isle of Man. All rights or obligations under this Deed shall be subject to the jurisdiction of the Manx Courts.

THE FIRST SCHEDULE: THE PROTECTOR

Protector's full name

of

See Note 4.

(Address)

THE SECOND SCHEDULE: ADMINISTRATIVE PROVISIONS

1. Additional powers

The Trustees may effect any transaction, or enter any arrangement concerning the management or disposition of Trust Property as if they were beneficial owners. In addition, and without limitation the Trustees have the following powers:

(1) Investment

- (a) The Trustees may make any kind of investment that they could make if they were absolutely entitled to the Trust Fund. For example, the Trustees may invest in land in any part of the world and in unsecured loans.
- (b) The Trustees are under no obligation to diversify the Trust Fund.
- (c) The Trustees may invest in speculative or hazardous investments but this power may only be exercised at the time when there are at least two Trustees, or the Trustee is a company carrying on a business which consists of or includes the management of trusts.

(2) Joint property

The Trustees may acquire property jointly with any person and may blend Trust Property with other property.

(3) General power of management and disposition

The Trustees may effect any transaction relating to the management or disposition of Trust Property as if they were absolutely entitled to it.

(4) Powers in relation to life assurance policies and capital redemption contracts

The Trustees may apply all or part of the Trust Property in purchasing or maintaining any policy of life assurance on the life or lives of any person, or any capital redemption contract, and shall have all the powers of an absolute owner in respect of any such policy or contract.

(5) Repair and improvement

The Trustees may repair, develop, or improve Trust Property in any way.

(6) Income and capital

- (a) The Trustees may acquire:
 - (i) wasting assets and
 - (ii) assets which yield little or no income for investment or any other purpose.
- (b) The Trustees are under no duty to procure distributions from a company in which they are interested.

(7) Application of trust capital as income

The Trustees may apply Trust Property as if it were income arising in the current year. In particular, the Trustees may pay such income to an Income Beneficiary as his income, for the purpose of augmenting his income.

'Income Beneficiary' here and in the next paragraph (8) means a person to whom income of the Trust Property concerned is payable as of right or at the discretion of the Trustees.

(8) Use of Trust Property

The Trustees, with the written consent of the Protector (if any), may:

- (a) acquire any interest in property for occupation or use by an Income Beneficiary.
- (b) permit an Income Beneficiary to occupy or enjoy the use of Trust Property on such terms as they think fit.
- (c) lend trust money to an Income Beneficiary. The loan may be interest free and unsecured, or on such terms as the Trustees think fit.
- (d) charge Trust Property as security for any debts or obligations of an Income Beneficiary.

(9) Trade

The Trustees may carry on a trade, in any part of the world, alone or in partnership.

(10) Borrowing

The Trustees may borrow money for investment or any other purpose. Money borrowed shall be treated as Trust Property.

(11) Delegation

A Trustee or the Trustees jointly (or other person in a fiduciary position) may authorise any person to exercise all or any functions on such terms as to remuneration and other matters as they think fit. A Trustee shall not be responsible for the default of that person (even if the delegation was not strictly necessary or convenient) provided he took reasonable care in his selection and supervision. None of the restrictions on delegation in sections 12 to 15 of the Isle of Man Trustee Act 2001 shall apply.

(12) Nominees and custodians

- (a) The Trustees may appoint a person to act as their nominee in relation to such of the Trust Property as they may determine. They may take such steps as are necessary to secure that those assets are vested in the nominee.
- (b) The Trustees may appoint a person to act as custodian in relation to such of the assets of the Trust Property as they may determine. The Trustees may give the custodian custody of the assets and any documents or records concerning the assets. The Trustees are not obliged to appoint a custodian of securities payable to the bearer.
- (c) The Trustees may appoint a person to act as nominee or custodian on such terms as to remuneration and other matters as they may think fit.

(13) Offshore administration

The Trustees may carry on the administration of this Settlement anywhere they think fit.

(14) Indemnities

The Trustees may indemnify any person for any liability relating to this Settlement.

(15) Security

The Trustees may mortgage or charge Trust Property as security for any liability incurred by them as Trustees (and may grant a floating charge so far as the law allows).

(16) Supervision of company

The Trustees are under no duty to enquire into the conduct of a company in which they are interested, unless they have knowledge of circumstances which call for enquiry.

(17) Appropriation

The Trustees may appropriate Trust Property to any person or class of persons in or towards the satisfaction of their interest in the Trust Fund.

(18) Receipt by charities

Where Trust Property is to be paid or transferred to a charity, the receipt of the treasurer or appropriate officer of the charity shall be a complete discharge to the Trustees.

(19) Release of powers

The Trustees (or other persons in a fiduciary position) with the written consent of the Protector (if any) may by deed release wholly or in part any of their rights or functions and (if applicable) so as to bind their successors.

(20) Power to pay taxes

The Trustees may pay out of the Trust Fund any taxes of any kind which become payable by the Trustees anywhere in the world in respect of any part of the Trust Fund (whether or not enforceable against the Trustees or any of them) notwithstanding that the payment of taxes may be prejudicial to one or more of the Beneficiaries.

(21) Ancillary powers

The Trustees may do anything which is incidental or conducive to the exercise of their function.

2. Minors

- (1) Where the Trustees may apply income for the benefit of a minor, they may do so by paying the income to the minor's parent or guardian on behalf of the minor, or to the minor if he has attained the age of 16. The Trustees are under no duty to enquire into the use of the income unless they have knowledge of circumstances which call for enquiry.
- (2) Where the Trustees may apply income for the benefit of a minor, they may do so by resolving that they hold that income on trust for the minor absolutely and:
 - (a) The Trustees may apply that income for the benefit of the minor during his minority.
 - (b) The Trustees shall transfer the residue of that income to the minor on attaining the age of 18.
 - (c) For investment and other administrative purposes that income shall be treated as Trust Property.

3. Mentally handicapped Beneficiary

Where income or capital is payable to a Beneficiary who does not have the mental capacity to appoint an attorney with authority to give directions to the Trustees concerning the payment of that income or capital, the Trustees may (subject to the directions of the Court or his Receiver) apply that income or capital for his benefit.

4. Disclaimer

A person may disclaim his interest in this Settlement or exclude himself as a Beneficiary wholly or in part and either revocably or irrevocably. No disclaimer or exclusion shall take effect until written notice has been given to the Trustees.

5. Apportionment

Income and expenditure shall be treated as arising when payable, and not from day-to-day, so that no apportionment shall take place.

6. Conflicts of interest

(1) In this paragraph:

- (a) **'A Fiduciary'** means a person subject to fiduciary duties under this Settlement.
- (b) **'An Independent Trustee'**, in relation to a person, means a Trustee who is not:
 - (i) a brother, sister, ancestor, descendant or dependant of the person;
 - (ii) a spouse or civil partner of the person or a spouse or civil partner of anyone at sub-paragraph 6(1)(b)(i) above;
or
 - (iii) a company controlled by one or more of any of the above.

(2) Subject to paragraph 6(3) below a Fiduciary may:

- (a) enter into a transaction with the Trustees; or
- (b) be interested in an arrangement in which the Trustees are or might have been interested; or
- (c) act (or not act) in any other circumstances even though his fiduciary duty under the Settlement conflicts with other duties or with his personal interest.

(3) Paragraph 6(2) above only has effect if:

- (a) the Fiduciary first discloses to the Trustees the nature and extent of any material interest conflicting with his fiduciary duties, and
- (b) there is an Independent Trustee in respect of whom there is no conflict of interest, and the Independent Trustee considers that the transaction arrangement or action is not contrary to the general interest of the Settlement.

(4) The powers of the Trustees may be used to benefit a Trustee (other than the Settlor or the Settlor's spouse or civil partner) (to the same extent as if he were not a Trustee) provided that there is at least one Trustee in respect of whom there is no conflict of interest.

7. Absolute discretion clause

(1) The Powers of the Trustees may be exercised:

- (a) at their absolute discretion; and
- (b) from time to time as occasion requires.

(2) The Trustees are not under any duty to consult with any Beneficiaries or to give effect to the wishes of any Beneficiaries.

8. Trustee and Protector remuneration

(1) A Trustee or Protector (other than the Settlor or the Settlor's spouse or civil partner) acting in a professional capacity is entitled to receive reasonable remuneration out of the Trust Fund for any service that he provides on behalf of the Trust.

(2) For this purpose, a Trustee or Protector acts in a professional capacity if he acts in the course of a profession or business which consists of or includes the provision of services in connection with:

- (a) the management or administration of trusts generally or a particular kind of trust, or
- (b) any particular aspect of the management or administration of trusts generally or a particular kind of trust.

(3) The Trustees (other than the Settlor or Settlor's spouse or civil partner) may make arrangements to remunerate themselves for work done for a company connected with the Trust Fund.

9. Commission and bank charges

- (1) A person (other than the Settlor or the Settlor's spouse or civil partner) may retain any reasonable commission or profit in respect of any transaction relating to this Settlement even though that commission or profit was procured by an exercise of fiduciary powers (by that person or some other person) provided that:
 - (a) the person would in the normal course of business receive and retain the commission or profit on such transaction; and
 - (b) the receipt of the commission or profit shall be disclosed to the Trustees.
- (2) A bank may make loans to the Trustees and generally provide banking services upon its terms and shall not be liable to account for any profit so made even though the receipt of such profit was procured by an exercise of fiduciary powers (by the bank or some other person).

10. Liability of Trustees

- (1) A Trustee shall not be liable for acting in accordance with the advice of a professional legal adviser qualified (with at least 10 years standing) under the laws of a relevant Jurisdiction, with respect to this Settlement. The Trustees may in particular conduct legal proceedings in accordance with such advice without obtaining a Court Order. A Trustee may recover from the Trust Fund any expenses where he has acted in accordance with such advice.
- (2) The above sub-paragraph 10 (1) does not apply:
 - (a) if the Trustee knows or has reasonable cause to suspect that the advice was given in ignorance of material facts;
 - (b) if proceedings are pending to obtain the decision of the Court on the matter;
 - (c) in relation to a Trustee who has a personal interest (other than his rights to remuneration as a Trustee and to retain commission) in the subject matter of the advice; or
 - (d) in relation to a Trustee who is adjudicated by a competent Court to have committed a breach of trust relating to the subject matter of the advice.
- (3) The Trustees may distribute Trust Property or income in accordance with this Settlement without having ascertained that there is no person who is or may be entitled to any interest therein by virtue of an illegitimate relationship. The Trustees shall not be liable to such a person unless they have notice of his claim at the time of the distribution.
- (4) No Trustee shall be liable for any breach of trust or for any loss or damage which may happen to the Trust Fund or its income at any time or from any cause whatsoever unless such loss or damage shall be caused by his own actual fraud.
- (5) This paragraph does not prejudice any right of any person to follow property or income into the hands of any person who may have received it.
- (6) The protection conferred on the Trustees by this paragraph operates to the widest extent permitted by law, but to such extent only.

11. Change of governing law

- (1) The trustees may during the Trust Period by Deed with the consent of:
 - (i) the Protector (if any); or
 - (ii) the Settlor (where this is a Single Settlor Trust) during his lifetime; or
 - (iii) the survivor of the persons constituting the Settlor (where this is a Dual Settlor Trust) during his lifetime; or
 - (iv) two Beneficiaries after the death of the persons in (i), (ii) and (iii) above declare that from the date of such declaration:
 - (a) The law of any Qualifying Jurisdiction governs the validity of this Settlement, and its construction, effects and administration, or any severable aspects of this Settlement; and
 - (b) The Courts of any Qualifying Jurisdiction have exclusive jurisdiction in any proceedings involving rights or obligations under this Settlement.

This power does not, however, permit the Trustees to change the governing law of the Loan, its construction or effects.

In this paragraph a '**Qualifying Jurisdiction**' is one which recognises trusts (as defined in the Hague Convention on the Law Applicable to Trusts and on their Recognition 1985).

SIGNATURES AND WITNESSES

Signed as a deed and delivered by

First Settlor

In the presence of:

WITNESS

SIGNATURE

Full name

Address

Signed as a deed and delivered by

Second Settlor (if any)

In the presence of:

WITNESS

SIGNATURE

Full name

Address

Signed as a deed and delivered by

Trustee

▶ If the Settlor is a Trustee sign here as well. See Note 2

In the presence of:

WITNESS

SIGNATURE

Full name

Address

Signed as a deed and delivered by

Trustee

In the presence of:

SIGNATURE

Witness

Full name

Address

Signed as a deed and delivered by

Trustee

In the presence of:

SIGNATURE

Witness

Full name

Address

Signed as a deed and delivered by

Trustee

In the presence of:

SIGNATURE

Witness

Full name

Address

LOAN TRUST DEED

(MANX LAW - DISCRETIONARY VERSION) LIMITED LIABILITY

The common seal of the
Original Trustee has been
affixed on the Declaration Date

In the presence of:

SIGNATURE

Director/Secretary/Authorised Signatory

The Protector signifies consent to act as Protector of this Settlement.

SIGNATURE

Protector

Protector

In the presence of:

SIGNATURE

Witness

Full name

Address

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 655 555 Fax: +44 (0)1624 611 715. Licensed by the Isle of Man Financial Services Authority.

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