

# PRIVATE WEALTH PORTFOLIO

LOAN AGREEMENT

Utmost PanEurope dac ('Utmost PanEurope') provides this deed as a draft to be considered by you and your professional adviser. We cannot accept responsibility for the tax or any other consequences arising out of you executing this deed, or for ensuring that the deed meets with your requirements.

UK

A WEALTH *of* DIFFERENCE

utmost™  
WEALTH SOLUTIONS

The Trust must be dated using the date that the last person signs. The date must be either the day the Trust is signed or a date after.

This Loan Agreement is made on the

**1 LENDER AND TRUSTEES**

Full name of first Lender  
Address

If there is more than one Lender this Deed assumes that the Loan is made by the Lender in equal shares. If it is made in unequal shares the relevant percentages should be included in the percentage loaned boxes which should otherwise be left empty. If these boxes are completed the total percentages must equal 100%.

Full name second Lender  
Address

Between \_\_\_\_\_  
of \_\_\_\_\_  
Percentage loaned \_\_\_\_\_%

\_\_\_\_\_

of \_\_\_\_\_  
Percentage loaned \_\_\_\_\_%

(‘the Lender’) of the one part **AND**

\_\_\_\_\_

of \_\_\_\_\_  
and

\_\_\_\_\_

of \_\_\_\_\_  
and

\_\_\_\_\_

of \_\_\_\_\_

(‘the Trustees’) of the other part. If a corporate Trustee is chosen, please add details of its registered office.

*Please insert the sum intended  
to be loaned to the Trustees*

**WHEREAS:**

1. The Lender established a Trust by a deed dated 

D	D	M	M	Y	Y
---	---	---	---	---	---

 (hereinafter called 'the Trust') and made between the Lender (as the Settlor) and the Trustees with the express intention of making a loan to the Trustees.
2. The Lender wishes to lend the sum of £\_\_\_\_\_ (hereinafter called 'the Loan') to the Trustees to effect and maintain premiums on such policies of assurance as the Trustees determine in their absolute discretion to be held by them on the Trusts and subject to the power and provisions of the Trust.
3. The Trustees have requested the Lender to advance the Loan and the Lender has agreed to lend the Loan to the Trustees.

---

**NOW THIS DEED WITNESSES AS FOLLOWS:**

---

**2 KEY PROVISIONS**

1. That the Lender hereby covenants to advance the Loan to the Trustees upon the following terms and conditions
  - (i) The Loan shall be free of interest
  - (ii) The Loan shall be repayable by the Trustees upon demand made in writing by the Lender provided however that the liability of the Trustees to the Lender for repayment of the Loan shall be limited to the assets of the Trust from time to time which for this purpose alone shall be deemed to include the value of any assets formerly comprised in the Trust which have been disposed of by the Trustees under the exercise of any power to dispose under the Trust with the value of any such assets being determined at the date the assets ceased to be comprised in the Trust.
  - (iii) However, a Trustee who distributes capital to a Beneficiary of the Trust shall continue to be liable in respect of the Loan to the extent of such distributions unless the Lender agrees otherwise or that Beneficiary agrees to repay to the Lender on demand an amount equal to the distribution.
2. The Lender may satisfy the making of the Loan in whole or in part by providing the Trustees with a cheque, or payment made in some form which places the Loan in the control of the Trustees, payable to Utmost PanEurope dac to whom the Trustees have made or are about to make an application for a policy or policies of assurance.

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

**3 SIGNATURES**

**Note:** All signatures must be witnessed by an independent person.

**In witness whereof the parties hereto have hereunto executed this Deed the day and year first before written.**

**SIGNED AND DELIVERED as a DEED by the first Lender as Lender and Trustee**

*Print name of first Lender*

\_\_\_\_\_

*Signature of first Lender*

\_\_\_\_\_

In the presence of:

*Full name of witness*

\_\_\_\_\_

*Signature of witness*

\_\_\_\_\_

*Occupation of witness*

\_\_\_\_\_

*Address of witness*

\_\_\_\_\_

**SIGNED AND DELIVERED AS A DEED by the second Lender as Lender and Trustee**

*Print name of second Lender*

\_\_\_\_\_

*Signature of second Lender*

\_\_\_\_\_

In the presence of:

*Full name of witness*

\_\_\_\_\_

*Signature of witness*

\_\_\_\_\_

*Occupation of witness*

\_\_\_\_\_

*Address of witness*

\_\_\_\_\_

**SIGNED AND DELIVERED AS A DEED by the first mentioned Trustee**

*Print name of first mentioned Trustee*

\_\_\_\_\_

*Signature of first mentioned Trustee*

\_\_\_\_\_

In the presence of:

*Full name of witness*

\_\_\_\_\_

*Signature of witness*

\_\_\_\_\_

*Occupation of witness*

\_\_\_\_\_

*Address of witness*

\_\_\_\_\_

\_\_\_\_\_

**3 SIGNATURES (CONTINUED)**

**SIGNED AND DELIVERED AS A DEED by the second mentioned Trustee**

*Print name of second mentioned Trustee*

\_\_\_\_\_

*Signature of second mentioned Trustee*

\_\_\_\_\_

In the presence of:

*Full name of witness*

\_\_\_\_\_

*Signature of witness*

\_\_\_\_\_

*Occupation of witness*

\_\_\_\_\_

*Address of witness*

\_\_\_\_\_

\_\_\_\_\_

**SIGNED AND DELIVERED AS A DEED by the third mentioned Trustee**

*Print name of third mentioned Trustee*

\_\_\_\_\_

*Signature of third mentioned Trustee*

\_\_\_\_\_

In the presence of:

*Full name of witness*

\_\_\_\_\_

*Signature of witness*

\_\_\_\_\_

*Occupation of witness*

\_\_\_\_\_

*Address of witness*

\_\_\_\_\_

\_\_\_\_\_

**SIGNED AND DELIVERED AS A DEED by the mentioned Corporate Trustee**

*Print name of director*

\_\_\_\_\_

*Signature of director*

\_\_\_\_\_

In the presence of:

*Print name of director/  
company secretary*

\_\_\_\_\_

*Signature of director/  
company secretary*

\_\_\_\_\_

*Full name of witness*

\_\_\_\_\_

*Signature of witness*

\_\_\_\_\_

*Occupation of witness*

\_\_\_\_\_

*Address of witness*

\_\_\_\_\_


\_\_\_\_\_








# CONTACT US


To find out more about Private Wealth Portfolio please contact us.

 +353 (0)46 909 9700

 +353 (0)46 909 9849

 [ccsfrontoffice@utmost.ie](mailto:ccsfrontoffice@utmost.ie)

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

 [utmostinternational.com](http://utmostinternational.com)

Please note that emails are not secure as they can be intercepted, so think carefully before sharing personal or confidential information in this way.

Telephone calls may be recorded for training and monitoring purposes.

**utmost**<sup>™</sup>  
WEALTH SOLUTIONS

A WEALTH *of* DIFFERENCE

[www.utmostinternational.com](http://www.utmostinternational.com)

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

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.

UPE WS 04496 | 07/22