

WEALTH PRESERVATION TRUST - FLEXIBLE TRUST DEED

UNITED KINGDOM

Utmost Wealth Solutions is the brand name used by a number of Utmost companies. This item has been issued by Utmost Luxembourg S.A.

Words in the singular include the plural and vice versa. A reference to one gender includes a reference to the other gender.

Policy Number

For the creation of a Wealth Preservation Trust. Utmost Luxembourg S.A. will date this Deed after issuance of the Policy. Please ensure that all other fields are completed, including the options under paragraph 3.1 of Part 3.

This Trust Deed is provided for the consideration of the parties' advisers. Utmost Luxembourg S.A. makes no representation as to its efficacy and shall not be liable for any loss arising out of or in connection with its execution inclusive of, but not exclusively, any negative tax consequence.

Utmost Luxembourg S.A. strongly recommends that the parties take independent and professional legal and tax advice prior to entering into this Trust Deed in order to assess the consequences of the transaction in light of their particular circumstances.

PART 1 - DECLARATION

THIS TRUST DEED is made on the

day of

20

BETWEEN

of

and

of

(hereinafter called "**the Donor**" which expression shall where two persons are named above include both of them)

AND the Donor and

of

and

of

and

of

(hereinafter together called "**the Original Trustees**" of the second part)

WHEREAS

- (A) The Donor is the legal and beneficial owner of the Single Premium Policy numbered ("**the Policy**") effected with Utmost Luxembourg S.A. ("**the Insurer**") and hereby declares that from the date hereof the Original Trustees hold the Policy on the trusts and with and subject to the powers and provisions hereof.
- (B) The Donor hereby assigns the legal and beneficial title to the Policy to the Original Trustees.
- (C) It is intended that the Trust created by this Trust Deed shall be irrevocable.

PART 2 - DEFINITIONS

In this Trust Deed the following expressions shall have the following meanings and unless the context does not permit the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

- (i) "**Appointor**" means the Donor during his life or if two persons are the Donor both of them jointly during their joint lives and thereafter the survivor of them and subject thereto the Trustees.
- (ii) "**Beneficiaries**" means the Default Beneficiaries and the Discretionary Beneficiaries.
- (iii) "**Discretionary Beneficiaries**" means:
 - (a) any former spouse widow or widower of the Donor provided that if two persons are the Donor such person is not one of them
 - (b) the children and remoter issue of the Donor (or either of them) whenever born
 - (c) every spouse former spouse widow or widower of any such child or remoter issue
 - (d) the brothers and sisters of the Donor (or either of them) and their issue
 - (e) any one or more persons (other than a Donor or a Donor's Spouse) beneficially entitled under the Will (or any codicil thereto) of the Donor or who would be entitled to an interest in the Donor's estate if the Donor had died intestate and where the Donor is two persons this provision shall operate with like effect on the death of each of those persons
 - (f) any person other than the Donor (or either of them or a Spouse of a Donor) nominated in writing to the Trustees by the Donor as a Discretionary Beneficiary such power of nomination to be exercisable if the Donor is two persons by them jointly during their joint lives and thereafter by the survivor of them
 - (g) the Default Beneficiaries (as hereinafter defined)
 - (h) any charity
- (iv) "**Default Beneficiary(ies)**" means the one or more persons named in the boxes below or such other person or persons as are appointed by the Appointor under the power conferred by paragraph (i) of Part 3.2 below to be Default Beneficiaries in place of or in addition to those named below.

NAME	% SHARE IF MORE THAN ONE

- (v) "**Policy**" means the rights and benefits conferred by the Policy (as defined in paragraph (A) of Part 1 hereof) and any subsequent replacement or additional policies effected pursuant to any rights and/or options conferred by the Policy
- (vi) "**Trustees**" means the trustee or trustees as appropriate for the time being of this Trust

- (vii) **"Trust Fund"** means the Policy the full benefit thereof any assets at any time added thereto by way of further settlement capital accretion accumulation of income or otherwise and all assets from time to time representing the same and includes where the context so admits any part or parts thereof
- (viii) **"Trust Period"** means the period of 125 years from the date of this Deed
- (ix) In this Trust **"child"** **"children"** and **"issue"** includes any illegitimate step adopted or legitimated (whether adopted or legitimated before or after the date hereof) child, children or issue
- (x) **"Spouse"** includes any civil partner registered under the Civil Partnership Act 2004 and widow(er) includes any surviving civil partner so registered. Any references to marriage include registered civil partnership.

PART 3 - PRINCIPAL TRUST TERMS

The Trustees shall hold the Trust Fund upon the following trusts:

3.1 THE DONOR'S FUND

The Trustees shall hold the Trust Fund upon trust in priority to all other trusts to raise out of the capital of the Trust Fund and pay to the Donor during his life the sum of £

on the first and subsequent anniversaries of the date of this Deed [**OR** the sum of £

every three/six months beginning on the expiration of three/six months from the date of this Deed) ("**The Donor's Fund**").

Where there are joint Donors the Trustees shall pay the said sums to the Donorsto die to the surviving Donor [**OR** to the Donors in the proportion of

%

to the first-named Donor and the balance to the second-named Donor during their joint lives and after the death of the first Donor to die to the surviving Donor absolutely].

3.2 THE BENEFICIARIES' FUND

Subject to the trusts of the Donor's Fund the Trustees shall hold the balance of the Trust Fund ("**the Beneficiaries' Fund**") and its income on the following trusts:

- (i) Subject always to the Trustees during the whole of the Donor's lifetime satisfying the Donor's rights in the Donor's Fund, during the Trust Period the Appointor shall have power by deed or deeds revocable (whether by the person(s) making the deed or some other person(s)) during the Trust Period or irrevocable to appoint the whole or any part or parts of the Beneficiaries' Fund and the income thereof for such one or more of the Discretionary Beneficiaries in such one or more shares and for such interests and subject to such trusts powers and provisions (including protective trusts discretionary trusts or powers operative or exercisable at the discretion of the Appointor or any other persons) as the Appointor shall in their absolute discretion think fit and without prejudice to the generality of the foregoing this power shall include the power to appoint any one or more of the Discretionary Beneficiaries to be new or additional Default Beneficiaries in place or in addition to those named by the Donor in paragraph (iv) of Part 2 above with such adjustment of the shares of the Default Beneficiaries as the Appointor shall direct **Provided Always** that no such appointment shall infringe the rule against perpetuities (where this is relevant) or affect the entitlement of any person to any payment made or asset transferred to him **Provided also** that where the Appointor are the Trustees no appointment shall be made in favour of a Beneficiary who is one of the Trustees unless there is at least one other Trustee who does not benefit directly or indirectly from the appointment.
- (ii) Subject to paragraph (i) of this Part 3
 - (a) The Trustees may accumulate the whole or part of the income of the Beneficiaries' Fund. Such income shall be added to the Beneficiaries' Fund.
 - (b) The Trustees shall pay or apply the remainder of the income to or for the benefit of such of the Discretionary Beneficiaries as the Trustees think fit during the Trust Period.
 - (c) To the extent that any part of the Beneficiaries' Fund and its income shall not have been appointed or otherwise disposed of by the Trustees during the Trust Period, the Beneficiaries' Fund shall be held for the absolute benefit of the Default Beneficiaries and if more than one in the shares specified and if no shares are specified in equal shares.
- (iii) During the Trust Period
 - (a) the Trustees shall have power to pay transfer or apply the whole or any part or parts of the Beneficiaries' Fund to or for the benefit of any Beneficiary entitled to such whole or part

- (b) the Trustees shall have power to lend with or without security to any Beneficiary the whole or any part of the Beneficiaries' Fund upon such conditions as to interest (if any) and repayment and generally upon such terms as the Trustees in their absolute discretion think fit Provided Always that any such loan must be repayable before the end of the Trust Period.
- (iv) None of the trusts powers or provisions hereof shall operate or be exercised so as to allow any part of the Beneficiaries' Fund or the income thereof to be paid to the Donor or any Spouse of the Donor

PART 4 - ADMINISTRATIVE PROVISIONS

The Trustees shall in the management and administration of the Trust Fund have the widest possible powers (which they may exercise or omit to exercise from time to time at their absolute discretion) of managing and dealing with the Trust Fund in all respects as if the Trustees were the absolute beneficial owners thereof and without prejudice to the generality of the foregoing the Trustees shall have the following powers:

- (i) Power to retain the Trust Fund in its original state
- (ii) Power to sell or otherwise liquidate and deal with any asset whatsoever comprised in the Trust Fund and to invest in any property of whatsoever nature and wheresoever situate and whether producing income or not, including land heritable property and investment in any policies of assurance as the Trustees may in their absolute discretion think fit
- (iii) With regard to the Policy and any policy of assurance or capital redemption policy
 - (a) to pay premiums on any such policy and to borrow from any person (including any of themselves) the moneys required for any such premium upon such terms as to repayment interest and otherwise as they may think fit
 - (b) to exercise any of the elections powers options and privileges conferred by any such policy and to alter the amount of any periodic premiums payable thereunder or the period during which such premiums are payable and to do any of the foregoing notwithstanding that the sum assured may thereby be reduced or increased
 - (c) to convert any such policy into a fully paid up policy free from payment of future premiums
 - (d) to surrender wholly or partially any such policy
 - (e) to appoint in writing such person or persons as the Trustees think fit to act as agent of the Trustees for the purpose of receiving moneys from any person and to apply the said moneys as premiums under any such policy already in force or under any such policy which is about to come into force and to become comprised in the Trust Fund
 - (f) to recover receive or give valid receipts for all moneys due or to become due under any such policy so that the receipt by the Trustees of any moneys payable under or deriving from any dealing with any such policy shall be a full and sufficient discharge to the Insurer who shall not be concerned to see to the application of any such moneys
- (iv) Power to borrow money on such terms as to interest repayment and otherwise as they may think fit and whether upon the security of the whole or any part or parts of the Trust Fund or upon personal security only and to use such money in purchasing or subscribing for investments or property to be held as part of the Trust Fund or otherwise for any purpose for which capital moneys forming part of the Trust Fund may be used
- (v) Power to pay or transfer any capital or income to be paid transferred to or applied for the maintenance education or benefit of a Beneficiary who is under the age of legal capacity or otherwise under a legal disability to any parent or guardian of that Beneficiary or to such other person on behalf of such Beneficiary as the Trustees shall think fit and the receipt of such person shall be a complete discharge to the Trustees who shall be under no obligation to see to the proper application thereof
- (vi) Power revocably or irrevocably to delegate any power or powers in making managing realising or otherwise dealing with any property comprised in the Trust Fund to any person or persons (including nominees) upon such terms as to remuneration or otherwise as the Trustees may think fit and no Trustee shall be responsible for the default of any such agent if the Trustee in question employed or incurred expense in employing him in good faith
- (vii) Power at any time or times by deed or deeds to revoke or vary the administrative provisions of this Trust Deed contained in this Part 4 or to add any further administrative provisions that the Trustees may consider expedient for the purpose of this Trust.

PART 5 – APPOINTMENT, DISMISSAL, RETIREMENT AND REMUNERATION OF TRUSTEES

1. The Appointor shall have power to appoint by deed new or additional trustees and where necessary the Trustees will grant any necessary documentation to complete such appointment.
2. The Donor while he is alive and of full capacity shall have power to dismiss by deed any Trustee and where the Donor is two persons this power shall be exercisable by them jointly during their joint lives and thereafter by the survivor of them during his lifetime and the said power shall be exercisable notwithstanding that as a result of its exercise the sole Trustee is a corporation which is not a Trust Corporation for the purpose of section 37 of the Trustee Act 1925 or a single individual but not so as to result in the Donor or the Donor's spouse for the time being becoming the sole Trustee.
3. Any Trustee may retire at any time on giving 30 days' written notice to the Appointor Provided Always that no retirement of any Trustee shall take effect so as to result in the Donor or the Donor's spouse for the time being becoming the sole Trustee.
4. Any corporate body which is empowered to act as a trustee may at any time be appointed as a Trustee and may act by its proper officers in the discharge of its duties as such Trustee and in the exercise of the powers and discretions conferred hereby or by law.
5. Every corporate Trustee shall be entitled to remuneration upon such terms as may be agreed by the Appointor at the time of its appointment and in the absence of such agreement every corporate Trustee shall be entitled to remuneration in accordance with its normal scale of charges (if applicable) at the time of its appointment Provided Always that the Donor and the spouse for the time being of the Donor shall not in any capacity or in any way be entitled to remuneration as a Trustee.
6. Any Trustee other than the Donor and any spouse for the time being of the Donor
 - (i) who, not being a body corporate, is engaged in any profession business or trade may be employed by the Trustees and any Trustee so engaged and employed may charge and be paid all reasonable professional business or trade costs and charges for business transactions and time expended and acts done by him (or any partner or employee of his) in connection with this Trust including acts which a Trustee not being engaged in any profession business or trade could have done personally and whether or not in the usual scope of his profession business or trade
 - (ii) may exercise or concur in exercising all powers and discretions given to him by this Trust or by law notwithstanding that he has a direct or other personal interest in the mode or result of any such exercise but any of the Trustees may nevertheless abstain from acting except as a merely formal party in any matter in which he may be so directly or personally interested and may allow his co-trustees to act alone in relation thereto.

PART 6 – FURTHER TRUST PROVISIONS

1. The duty of care set out in Section 1 Trustee Act 2000 shall apply to all the functions of the Trustees.
2. No Trustee who is an individual shall be liable for any loss to the Trust Fund or the income arising from it by reason either of (i) any investment made in good faith by him or any other Trustee or (ii) any mistake or omission made in good faith by him or any other Trustee except in the case of negligence by a paid Trustee or (iii) the negligence or fraud of any delegate or agent employed in good faith by him or any other Trustee although the delegation to or employment of such agent was not strictly necessary or expedient or (iv) any other matter or thing except individual fraud on the part of the Trustee whom it is sought to make liable or, in the case of a paid Trustee, negligence.
3. The Trustees shall have power by deed or deeds revocable (whether by the person making such deed or some other person) during the Trust Period or irrevocable wholly or partially to release or restrict the future exercise of any power hereby conferred on them as if the same were not conferred on them in a fiduciary capacity and so as to bind their successors.
4. Notwithstanding any of the foregoing provisions the Donor (or where two persons are the Donor both of them) shall not be capable of taking any direct or indirect benefit from the Beneficiaries' Fund of any kind by virtue or in consequence of this Trust Deed and in particular but without prejudice to the generality of this paragraph:
 - (i) the Beneficiaries' Fund and its income shall be held and enjoyed to the entire exclusion of the Donor and to the entire exclusion of any direct or indirect benefit to the Donor by contract or otherwise
 - (ii) no part of the capital or income of the Beneficiaries' Fund shall be paid to or held by the Donor (except in a fiduciary or parental capacity) or lent to or applied for the direct or indirect benefit of the Donor, and
 - (iii) no power or discretion conferred on the Trustees shall be capable of being exercised or operating in any manner in respect of the Beneficiaries' Fund so as to confer any benefit whether directly or indirectly on the Donor in any manner or circumstances whatsoever.

5. The proper law of this Trust shall be that of England and Wales and all rights under this Trust Deed and its construction and effect shall be subject to the jurisdiction of and construed according to the laws of England and Wales.

PART 7 - SIGNATURES

IN WITNESS whereof the Donor and the Original Trustees executed this deed as follows:

SIGNED AS A DEED AND DELIVERED by the said

(the Donor)

SIGNATURE

In the presence of:

(Witness Name)

SIGNATURE

Address

Street/N°

City/County

Postcode

Country

Occupation

SIGNED AS A DEED AND DELIVERED by the said

(Second Donor)

SIGNATURE

In the presence of:

(Witness Name)

SIGNATURE

Address

Street/N°

City/County

Postcode

Country

Occupation

SIGNED AS A DEED AND DELIVERED by the said

(Additional Trustee)

SIGNATURE

In the presence of:

(Witness Name)

SIGNATURE

Address

Street/N°

City/County

Postcode

Country

Occupation

SIGNED AS A DEED AND DELIVERED by the said

(Additional Trustee)

SIGNATURE

In the presence of:

(Witness Name)

SIGNATURE

Address

Street/N°

City/County

Postcode

Country

Occupation

A WEALTH *of* DIFFERENCE

www.utmostinternational.com

Utmost Luxembourg S.A. is registered with R.C.S. under number B37604 and regulated by the Commissariat aux Assurances (CAA)
Registered office address: 4, rue Lou Hemmer, L-1748 Luxembourg, Grand-Duché de Luxembourg
Utmost Wealth Solutions is registered in Luxembourg as a business name of Utmost Luxembourg S.A.