

ADDITIONAL LOAN AGREEMENT AND ACKNOWLEDGEMENT OF RECEIPT OF LOAN BY TRUSTEES

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This agreement is for use with the existing Loan Trusts offered by Utmost International. This draft document is provided strictly for the consideration by the settlor's legal advisers. Utmost International accept no responsibility for any loss of whatsoever nature occasioned by the adoption unamended or other wise of this document.

Please use BLOCK CAPITALS only and blue or black ink. Please complete all relevant sections. If any are incomplete, we will return the form for completion. All references to Utmost International in the Deed mean Utmost International Isle of Man Limited or Utmost PanEurope dac.

1 THE PARTIES

This loan agreement is made on

d	d	m	m	y	y	y	y
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By (insert name(s) and address(es) of Lender(s))

Full name

Address

	Postcode

Full name

Address

	Postcode

(the 'Lender(s)' of the one part)

And (insert name and address of first Trustee (for example, the Lender))

Full name

Address

	Postcode

And (insert name and address of second Trustee, who may also be a Lender)

Full name		
Address		
		Postcode

And (insert name and address of third Trustee, if any)

Full name		
Address		
		Postcode

And (insert name and address of fourth Trustee, if any)

Full name		
Address		
		Postcode

(‘the Trustees’) of the other part

2 THE LOAN TRUST

Loan Trust Declaration Date	d d m m y y y y
Name of Settlement	
Name of Settlor(s) First Settlor	
Second Settlor (if any)	

3 THE LOAN

Whereas A. The Trustees are the Trustees of the Settlement.

B. The Lender(s) agree with the Trustees to lend them

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to hold on trusts of the Settlement named in section 2 above (hereinafter called 'the Loan'). The Trustees have requested that the Loan be made by payment of a cheque or electronic transfer (where appropriate) to Utmost International Isle of Man Limited, Utmost PanEurope dac, or to the Trustees of the Settlement named in section 1 above.

- (1) Where this Loan is made by more than one Lender, the Loan shall be deemed to have been provided in equal shares and made jointly by the Lender(s) and the survivor of them after the death of the first to die.
- (2) 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 Lender(s) to the Trustees.
- (3) The 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 this additional Loan Agreement.
- (4)
 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 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 obligation 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 Trustees under the Loan or secures the discharge or extinguishment of the liability of the 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 DEFINITIONS

In this Deed, unless the context otherwise provides, the masculine shall include the feminine and the singular the plural and vice versa and the following expressions shall have the meanings stated below:

'the Settlement' means the Settlement created by the Settlor(s) shown in section 2 on the date shown in section 2.

'the Trustees' means the persons named in section 1 or the Trustees of the Settlement for the time being.

5 SIGNATORIES

IN WITNESS WHEREOF THE TRUSTEES and THE LENDER(S) have executed this agreement on the day and year first before written in the presence of the person shown below.

Executed
by the Trustees and the Lender(s)

Lender

SIGNATURE

1.

Date

Witness

SIGNATURE

Date

Full name of witness

Address

Postcode

Occupation

Lender

SIGNATURE

2.

Date

Witness

SIGNATURE

Date

Full name of witness

Address

Postcode

Occupation

ADDITIONAL LOAN AGREEMENT AND ACKNOWLEDGEMENT OF RECEIPT OF LOAN BY TRUSTEES

Trustee
SIGNATURE

1.

Date

Witness
SIGNATURE

Date

Full name of witness

Address

Postcode

Occupation

Trustee
SIGNATURE

2.

Date

Witness
SIGNATURE

Date

Full name of witness

Address

Postcode

Occupation

ADDITIONAL LOAN AGREEMENT AND ACKNOWLEDGEMENT OF RECEIPT OF LOAN BY TRUSTEES

Trustee
SIGNATURE

3.

Date

Witness
SIGNATURE

Date

Full name of witness

Address

Postcode

Occupation

Trustee
SIGNATURE

4.

Date

Witness
SIGNATURE

Date

Full name of witness

Address

Postcode

Occupation

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.

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. Registered No 311420.
Administration Centre for correspondence: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles.
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Utmost Wealth Solutions is registered in Ireland as a business name of Utmost PanEurope dac.

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