

Deed of appointment to benefit (absolute) – for use with the Split trust, Split trust +30 or Business trust

You can use this Deed to appoint that the plan proceeds in the trust are to be held for specific beneficiaries within the wider group of discretionary beneficiaries, as determined by the Trustees after a claim has been paid. The plan proceeds can then be distributed to the chosen discretionary beneficiaries.

Notes on completion

This Deed is provided strictly as a draft for the consideration of your legal advisers. Bright Grey cannot accept any responsibility for loss of any nature caused by the use, unchanged or otherwise, of this Deed. Any guidance given on completion of the Deed is given on the basis that having discussed the Deed with your legal advisers it is used unchanged.

If you make any changes, you should sign and date these before the Deed is completed. Please do not use correction fluid if changes are to be made. No changes can be made once the Deed has been completed. Please complete the Deed in block capitals.

All notes are for guidance only and do not form part of the Deed.

<p>Deed of Appointment Note: enter the date</p>	<p>This Deed of Appointment is made the <input type="text"/> day of <input type="text"/> in the year <input type="text"/></p>
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Section A - Definitions

<p>1 The "Settlor(s)" means Note: enter here the name(s) of the person(s) who created the trust (as shown on the trust form).</p>	<p>Settlor 1</p> <p>name <input type="text"/></p> <p>address <input type="text"/></p> <p>postcode <input type="text"/></p>	<p>Settlor 2</p> <p>name <input type="text"/></p> <p>address <input type="text"/></p> <p>postcode <input type="text"/></p>
<p>2 The "Appointers" means the Settlor(s) if they are Trustee(s) of the Settlement and the Trustee(s) named opposite Note: enter here the names of the present Trustee(s). The present Trustee(s) will be the original Trustee(s) of the trust (provided they have not been removed) and any additional Trustee(s) added since the trust form was completed. You should not include the Settlor(s) as Trustee(s) as you will have entered their details above.</p>	<p>Trustee 1</p> <p>name <input type="text"/></p> <p>address <input type="text"/></p> <p>postcode <input type="text"/></p>	<p>Trustee 2</p> <p>name <input type="text"/></p> <p>address <input type="text"/></p> <p>postcode <input type="text"/></p>

Section A - Definitions continued

2 The "Appointers" continued

Trustee 3

name

address

postcode

Trustee 4

name

address

postcode

3 The "Plan" means
Note: insert the plan number.

Plan number effected by the Settlor(s) with Bright Grey

4 The "Schedule of Appointment" means the schedule opposite
Note: complete the name and address of each beneficiary who is to receive funds, together with the amount they are to receive.
The beneficiaries listed here must be included in the class of discretionary beneficiaries of the trust.

a name

address

postcode

amount £

b name

address

postcode

amount £

c name

address

postcode

amount £

d name

address

postcode

amount £

Section A - Definitions continued

<p>4 The "Schedule of Appointment" continued</p>	<p>e <input type="text" value="name"/></p> <p><input type="text" value="address"/></p> <p><input type="text" value="postcode"/> amount £ <input type="text"/></p>
<p>5 The "Appointed Beneficiaries" means the beneficiaries specified in the Schedule of Appointment.</p>	
<p>6 The "Appointed Part" means such part of the Gifted Benefits (as defined in the Settlement) as are subject to the Appointers' power of appointment and specified in the Schedule of Appointment as payable to the Appointed Beneficiaries.</p>	
<p>7 The "Retained Part" means such part of the Gifted Benefits not comprised in the Appointed Part.</p>	
<p>8 The "Settlement" means Note: enter the date of the trust form and list any supplementary trust documents.</p>	<p>the settlement dated <input type="text"/> by the Settlor(s), together with any supplementary documents specified below.</p> <p>Supplementary Documents</p> <p><input type="text"/></p> <p><input type="text"/></p> <p><input type="text"/></p>

Section B - Recitals

<p>1</p>	<p>This Deed is supplemental to the Settlement.</p>
<p>2</p>	<p>The Appointers are the present Trustees of the Settlement.</p>
<p>3</p>	<p>The Trustees hold the Gifted Benefits in accordance with the Trusts declared in the Settlement.</p>
<p>4</p>	<p>The Appointers in exercise of the powers conferred upon them in the Settlement wish to appoint the Appointed Part.</p>

Section C - Appointment

1

The Appointers, in exercise of the power of appointment conferred by the Settlement hereby irrevocably appoint and declare that the Appointed Part shall from the date of this Deed be held upon trust absolutely for the Appointed Beneficiaries in the amounts specified in the Schedule of Appointment and revocably appoint and declare that the Retained Part shall be held subject to the trusts declared in the Settlement.

Section D - Signatures

Signed as a Deed by the parties hereto in the presence of the witnesses undersigned on the day and year first above written.

Note: please ensure that all signatures are witnessed by an independent person. The same person may witness all signatures.

Settlor 1

name

signature

Witness

name

signature

address

postcode

Settlor 2

name

signature

Witness

name

signature

address

postcode

Trustee 1

name

signature

Witness

name

signature

address

postcode

Trustee 2

name

signature

Witness

name

signature

address

postcode

Section D - Signatures continued

Trustee 3	Trustee 4
name	name
signature	signature
Witness	Witness
name	name
signature	signature
address	address
postcode	postcode

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