



nucleus^o platform

Deed of appointment of a share/revocation of a share of a beneficiary in a Nucleus Discretionary Trust or By-pass Trust

Please complete this form in BLOCK CAPITALS and return it by:

- post to Nucleus, Suite 202 Warner House, 123 Castle Street, Salisbury, SP1 3TB, or
- secure message via your online account with us.

If you need any help, please call your Customer Support Team or our general enquiry number 03455 212 414.

Careful attention must be paid to the terms of the Trust and all documents relating to it. This Deed should be retained by the Trustees.

Where more space is required, please use further copies of the relevant pages.

Using this form

Before completing this Deed, we strongly recommend you seek separate legal and taxation advice to ensure it is suitable and you understand all the tax and legal ramifications of this draft Deed as well and any ongoing considerations.

This document is presented as a draft for the consideration of the parties' legal advisers. Whilst every effort has been taken in the preparation of the document to ensure that it is capable of achieving the objectives stated, no responsibility can be taken by Nucleus for the interpretation of the law or future changes in law and practice. As the circumstances of each individual are different, Nucleus cannot guarantee that the objectives of any particular individual will be achieved using this draft. Accordingly, Nucleus can accept no responsibility for any loss occasioned from the use of this draft Deed.

This Deed has been designed for use only with the Nucleus By-pass Trust and Nucleus Discretionary Trusts.

Under the Trust, there is power to revocably or irrevocably appoint trust assets and the income arising from them for one or more of the potential discretionary beneficiaries of the trust.

Depending on the trust document:

- this power lies either with the Trustees or the defined "Appointor"; and
- the written consent of the Settlor(s), if alive, may be required for any appointment to be valid.

It is important that careful attention is paid to the terms of the Trust and that any requirements under the Declaration of Trust are met. Nucleus cannot be held responsible if any appointments or revocations made using this document are found not to be effective.

Appointments can only be made in favour of people within the class of beneficiaries set out in the Trust Deed.

HM Revenue and Customs (HMRC) Trust Registration Service

New or existing trusts are required to register if they are classified as UK express trusts unless they are excluded. All new trusts or existing trusts which have been updated must be registered within 90 days of creation or any changes made by the trustees. Proof of registration and updated trust documents must be supplied by the trustees when requested. Failure to provide this may impact the ability for the trustees to perform actions related to trust assets.

Section 1 - Parties

Please insert the date on which the Deed is completed (the date on which the last signature is obtained) along with the full names and addresses of all the parties to this Deed. You must ensure the parties are those with the power to make the appointments provided by this deed under the declaration of trust. In most cases this will be either the "Appointor" (where this term is defined in the Declaration of Trust) or all of the current trustees of the trust.

This Deed is made on the date of:

by the following parties:

Name

Name

Role (Trustee/Settlor/Donor)

Role (Trustee/Settlor/Donor)

Corporate Number (if corporate)

Corporate Number (if corporate)

Address (registered address if corporate)

Address (registered address if corporate)

Name

Name

Role (Trustee/Settlor/Donor)

Role (Trustee/Settlor/Donor)

Corporate Number (if corporate)

Corporate Number (if corporate)

Address (registered address if corporate)

Address (registered address if corporate)

Please provide the name of the Settlor(s) along with the date of the Declaration of Trust.

The "Appointors", being the parties with the power to make the appointments and revocations (where applicable) set out in this deed under the terms of the Trust created by

(the "Settlor")
by Declaration of Trust dated on

(the "Declaration of Trust").

Section 2 - Revocation

Please tick the box if an earlier revocable appointment is to be revoked, and insert the date of the earlier appointment.

Each of the Appointors named above, in exercise of the power of revocation set out in the Declaration of Trust (and all other powers vested in them), hereby revokes the revocable appointment made in the deed of appointment dated as below:

Section 3 - Appointment

This section of the Deed should be completed if the Appointors are exercising a power of appointment.

Please tick the box to indicate whether the appointment is revocable or irrevocable. A revocable appointment allows you to retain the option to make future variations to the beneficiaries but an irrevocable appointment cannot be changed. You should insert the full names and addresses of each person who is to benefit and the share that each is to receive (this should total 100%).

Each of the Appointors named above, in exercise of the power of appointment set out in the Declaration of Trust (and all other powers vested in them), hereby:

revocably (in terms of the Declaration of Trust)

irrevocably

appoints the person(s) named below to benefit from the Trust Fund in the shares shown below. The shares apply in respect of the whole Trust Fund, excluding any shares that have been previously appointed (and not revoked):

Full name

Full name

Address (including postcode)

Address (including postcode)

Appropriate share (%)

Appropriate share (%)

Full name

Full name

Address (including postcode)

Address (including postcode)

Appropriate share (%)

Appropriate share (%)

Section 4 - General

The provisions of the Declaration of Trust and the Trustees' powers in law shall continue to be effective so far as consistent with the appointment (if any) made under Section 3.

Nothing in this Deed shall prejudice or impair in any way any lien to which the Trustees are entitled in respect of any claim for costs, charges or expenses or in order to protect themselves against any tax liabilities.

This Deed shall be governed by the law of the country governing the Declaration of Trust.

Section 5 - Signatures

All the parties stated at Section 1 should sign before a witness, who must sign and insert their full name and address against each signature being witnessed. Please note any witness must be aged 18 or over, and should not be a spouse, partner or relative of the signature being witnessed.

In witness whereof this instrument is executed as a deed on the day and year first mentioned above.

Signed and delivered by:

Name

Name

Signature

Signature

Witness signature

Witness signature

Witness name

Witness name

Witness address (including postcode)

Witness address (including postcode)

Section 5 - Signatures (continued)

Signed and delivered by:

Name

Name

Signature

Signature

Witness signature

Witness signature

Witness name

Witness name

Witness address (including postcode)

Witness address (including postcode)



03455 212 414



ask@nucleusfinancial.com



nucleusfinancial.com

For literature in alternative formats, such as Braille, large print, audio or E-text, please call us on 03455 212 414, or via the Typetalk service on 18001 03455 212 414.

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