

Sunwest Trust ILIT Services, LLC

Irrevocable Life Insurance Trusts Policy and Fee Schedule

Sunwest Trust ILIT Services, LLC (“SWT”) accepts responsibility as Trustee for the Irrevocable Trust in which you, _____, are the Grantor (client). In said Trust the primary function is to retain an insurance policy for an individual with the beneficiaries named in said Trust, which is subject to the terms and conditions of this agreement. It is important that all parties to this relationship understand and accept the terms upon which SWT will agree to act as Trustee.

1. SWT will act as Trustee upon the following stipulations:
 - A. Receipt of a copy of the Irrevocable Trust for review (allow 10 days).
 - B. Confirmation and review of the assets held in the Trust, specifically the life insurance policy or policies, acknowledged by the client.
 - i. Receipt and review of the actual policy, policies, or a copy/copies thereof.
 - ii. Current analysis of the policy terms, conditions and standing.
 - iii. Independent and recent (within 60 days) evaluation of the current insurance policy and issuing company.
 - C. Authorized and executed resignation of the current Trustee.
 - D. Receipt of all premiums due and owing for any insurance policies that have premiums due within sixty days (60 days).
 - E. Receipt of this executed Agreement.
 - F. Notwithstanding the above terms SWT reserves the right, without cause or reason to the client, to not accept the position of Trustee and will promptly return all documents to the client.

2. Client agrees and understands:

- A. SWT does not and will not guarantee the performance of the underlying life insurance policy.
 - i. If the policy is purported to be “self-funding” or “paid up” and the projections of earnings within the policy are not achieved when premiums become due, client understands that they will have to submit premiums to SWT in order to keep the policy in force.
 - ii. If client does not submit current premiums when due upon notice by SWT, then SWT has the authority to take any action necessary to ensure the viability of the policy including, but not limited to, borrowing against the policy, reducing the coverage, or any other action SWT deems appropriate and necessary.
 - iii. If SWT cannot cure the premium deficiency, then SWT may be forced to allow the policy to lapse and the coverage will cease.
 - B. SWT will send a notice when a premium is due and the client will promptly submit the premium amount and any Trustee fees outstanding and due. Trustee fees will be charged in accordance with SWT’s current fee schedule at the time charges are assessed.
 - C. If the Trustee fees are not paid timely, then SWT will seek to resign and the client will have to find another Trustee.
 - D. SWT will be bound by the terms and conditions set forth in the Trust and cannot and will not deviate from said terms without judicial approval, which it will have the authority to seek upon any dispute arising from SWT’s interpretation of the Trust document terms.
3. Upon the death of the insured:
- A. SWT will distribute the policy proceeds as set forth in the terms contained in the Trust and will then resign and the Trust will be terminated.
 - B. If there is an ongoing responsibility in that the trust assets are not fully distributed upon the death of the insured, then SWT will have the option to continue on as Trustee of personal trusts. SWT will also have the option to resign if it does not desire to continue on as a Trustee of a personal trust.
4. Client by their signature below, agrees to indemnify and hold harmless SWT, except for SWT’s gross negligence, from any claims, actions or damages resulting from its position as Trustee.
5. Any and all disputes will be resolved in a Court of competent jurisdiction located in Bernalillo County, State of New Mexico.

6. SWT will charge fees according to the most recently published fee schedule which at this time is as follows:

Fees	
Initial set-up fee.....	\$225.00
Annual Trustee fee (includes one policy, one premium).....	\$995.00
Additional policies in Trust, or additional premiums.....	\$250.00

Any third party fees will be passed on to the Trust.

SWT reserves the right to charge additional fees for trusts that require additional work with written and accepted authorization from the client.

The undersigned hereby acknowledges that they have read and understand the above agreement and have had an opportunity to review this agreement with their attorney.

Signed this _____ day of _____, 20____.

Accepted this _____ day of _____, 20____.

Sunwest Trust ILIT Services, LLC