

## **IRREVOCABLE TRUST**

TRUSTOR NAME, referred to as TRUSTOR, and TRUSTEE NAME, referred to as TRUSTEE, agree:

### **I**

#### Purposes of Trust

The TRUSTOR has established this irrevocable trust for the purpose of providing for the needs of the beneficiary herein. By the trust, TRUSTOR is divesting himself of all incidents of ownership of the corpus of the trust.

### **II**

#### Corpus of trust

TRUSTOR has delivered to the TRUSTEE the following described trust assets:

#### **DESCRIPTION OF POLICIES CONTRIBUTED TO THE TRUST**

in trust, for the purposes which are set forth herein.

The TRUSTOR shall have the right to make additions to the corpus of the trust, provided that the same are insurance policies on the life of the TRUSTOR, or, other property which the trustee is willing to accept. TRUSTEE shall not be required to accept any proffered additions to the corpus.

In the event that pursuant to paragraph V of this trust, any dividends are earned on the insurance policies, above trust expenses, the dividends shall be added to the premium payment fund.

The trustor shall have the right to make additions to the corpus of the trust, provided that the same are insurance policies on the life of the TRUSTOR, or, other property which the trustee is willing to accept.

### **III**

#### Ownership rights of the Trustee

TRUSTEE shall have all of the incidents of ownership in such corpus, and TRUSTOR shall have no control of the corpus.

TRUSTOR shall have no right to exercise any of the incidents of ownership in regard to

the policies.

The Trustor shall execute any and all documents necessary to provide for the complete transfer of ownership of the policy to the TRUSTEE, and upon the request of the TRUSTEE shall provide any reasonable cooperation to the TRUSTEE.

#### IV

##### Irrevocability of the trust

This trust is irrevocable, and may not be altered, terminated or changed in any respect by the TRUSTOR.

#### V

##### Management of the trust

During the life of the TRUSTOR, the TRUSTEE shall hold the policies. Any income or dividends paid on such policies shall be held by the TRUSTEE in trust, provided, that TRUSTEE may pay any expenses of the trust from such income.

Any dividends or other earnings of the corpus of the trust, above expenses shall be kept in a reserve for premium payments.

In the event that any premiums become due on any policy constituting the corpus of the trust the TRUSTEE may pay the premiums from the reserve. In the event that the reserve is not sufficient to pay any premiums due, the TRUSTEE shall notify the TRUSTOR of the amounts and due dates, as soon as the shortage is known. Should TRUSTOR fail to fund the payment of the premiums, the TRUSTEE shall have no obligation to make any advances. The TRUSTEE, shall in the trustee's sole discretion be entitled to:

- (a) convert the policy or policies into paid up policies; or,
- (b) cash in the policy or policies and purchase paid up coverage; or,
- (c) borrow on security of the corpus of the trust to make such payments; or,
- (d) cash in the policy or policies, in which event the cash value of the policies shall form the corpus of the trust.

The TRUSTEE shall have the right, in the Trustee's sole discretion to sell, cash in, transfer or exchange the policy in the event that:

- (a) the company providing the coverage is unsuitable due to its management or operating experience; or,
- (b) substantially larger coverage may be achieved with another company or policy; or,
- (c) the dividend/earnings potential of another policy are substantially larger.

Upon the death of the TRUSTOR, the TRUSTEE has with all possible dispatch provide necessary proofs of claim and other matters required to collect the policy proceeds. The Trustee shall have the right, if in the sole discretion of the trustee the same is advisable, to compromise the claim in the best interests of the trust and the beneficiaries.

The TRUSTEE shall then distribute the corpus of the trust as follows:

- (i) to the expenses of the trust;
- (ii) to the following beneficiaries in shares as follows:

#### DISPOSITION OF TRUST ASSETS TO THE BENEFICIARIES

Upon disbursement of the funds, the trust shall terminate.

#### VI

Trustee and successor trustee

Trustor shall have no right to discharge, instruct or change the trustee after the execution of this agreement. In the event that the trustee resigns, the successor trustee shall be @101. In the event that @101 does not serve for any reason, the successor trustee shall be the @102 corporation.

#### VII

Indemnity and expenses

The TRUSTEE shall be entitled to indemnity for any expenses or claims related to the trust, provided that the TRUSTEE's act were in good faith.

Dated: \_\_\_\_\_

\_\_\_\_\_  
TRUSTOR NAME

Receipt of the above stated assets acknowledged:

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TRUSTEE NAME