

SAMPLE LIFE INSURANCE TRUST AGREEMENT PRECEDENT

This agreement dated the _____ day of _____, 20____

BETWEEN:

A. Wiseperson - Settlor
of the Town of Anytown
in the County of Everywhere

AS SETTLOR

- and -

A. Wiseperson - Trustee
of the Town of Anywhere
in the County of Everywhere

- and -

FIRST ALTERNATE TRUSTEE
of the Town of Regional
in the County of Tiny

- and -

SECOND ALTERNATE TRUSTEE
of the Town of Ottawa
of the Region of Carlton

AS TRUSTEE(S)

WHEREAS HEATHER ANNE WISEPERSON, is the daughter of A. WISEPERSON,
SETTLOR

AND WHEREAS A. WISEPERSON has assigned, transferred and delivered to the
Trustee the sum of One Hundred (\$100.00) Dollars, which, together with such further and other
cash, securities, or other property as the Settlor may hereafter pay, assign, transfer, loan, deliver, or
convey to the Trustee, shall be known as the "WISEPERSON TRUST FUND", and held upon the
Trusts hereinafter declared;

AND WHEREAS A. WISEPERSON, TRUSTEE has agreed to act as Trustee under the
within Trust, and to be bound by and observe the terms of the within Agreement;

AND WHEREAS ANOTHER TRUSTEE, FIRST ALTERNATE TRUSTEE, has agreed to act as Trustee under the within Trust, and to be bound by and observe the terms of the within Agreement in the place and stead of the said A. WISEPERSON, TRUSTEE in the event that the said A. WISEPERSON, TRUSTEE shall have predeceased A. WISEPERSON, or surviving him/her be then unwilling or unable to act;

AND WHEREAS A BACKUP, SECOND ALTERNATE TRUSTEE has agreed to act as Trustee under the within Trust, and to be bound by and observe the terms of the within Agreement in the place and stead of the said FIRST ALTERNATE TRUSTEE, in the event that the said FIRST ALTERNATE TRUSTEE shall have pre-deceased A. WISEPERSON, or A. WISEPERSON, TRUSTEE, or surviving them, be unwilling or unable to act.

AND WHEREAS the said A. WISEPERSON has purchased and is the Insured Party under a \$100,000 Life Insurance Policy, Policy Number 123456L, (hereinafter referred to as the "Insurance Policy"), issued by (_____) Life Insurance Company (hereinafter referred to as the "Company");

AND WHEREAS the said A. WISEPERSON has directed the Company that upon the death of the said A. WISEPERSON, the monthly/annual interest on the proceeds left on deposit under the Insurance Policy shall be paid into the WISEPERSON TRUST FUND under the within Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto severally acknowledge, the parties agree as follows:

1. In the event that HEATHER ANNE WISEPERSON survives the death of the Settlor, the Trustee shall pay out of the HEATHER ANNE WISEPERSON TRUST FUND to or for the benefit of the said HEATHER ANNE WISEPERSON so much of the principal amount of the fund, or the income therefrom, or the whole of such principal amount or income, as the Trustee shall in the exercise of his/her absolute and uncontrolled discretion consider advisable from time to time.

2. Any income not so paid out in any given year shall be accumulated by the Trustee, PROVIDED, HOWEVER, that if it becomes unlawful for the Trustee to continue such accumulation of income, then the income, not so paid to or for the benefit of HEATHER ANNE WISEPERSON IN THE GIVEN YEAR SHALL BE
"divided into two equal parts, and one of such equal parts shall be paid to ANDREW WISEPERSON, FIRST DEFERRED BENEFICIARY, and the other such equal part shall be paid to ANYWHERE AND DISTRICT ASSOCIATION FOR COMMUNITY LIVING, SECOND DEFERRED BENEFICIARY.
3. Nothing in this agreement shall be construed to mean that any of the proceeds of the Insurance Policy or the income therefrom may under any circumstances vest in HEATHER ANNE WISEPERSON, and the only interest the said HEATHER ANNE WISEPERSON shall have hereunder shall be the actual payments made to her, or on, or for her behalf or benefit.
4. Without limiting his/her absolute and uncontrolled discretion hereunder, the Trustee agrees that when exercising that discretion he/she will take into account the financial or other benefits which HEATHER ANNE WISEPERSON would receive from other sources if the income of the Insurance Policy were not paid to her, or on, or for her behalf or benefit, or if such payments were limited as to amount or time, and insofar as the Trustee considers advisable, take such steps as he/she deems necessary or desirable to maximize such benefits.
5. In order to maximize such benefits, the Trustee is specifically authorized to make payments out of the WISEPERSON TRUST FUND to HEATHER ANNE WISEPERSON, or on, or for her behalf or benefit varying in amounts and at such time or times as he/she in his/her absolute and uncontrolled discretion consider to be in the best interest of HEATHER ANNE WISEPERSON.

6. Should HEATHER ANNE WISEPERSON have survived A. WISEPERSON, and in any event upon the death of HEATHER ANNE WISEPERSON, the Trustee shall divide the amount remaining in the WISEPERSON TRUST FUND into
"two equal parts, one of which equal parts shall be paid to ANDREW WISEPERSON,
FIRST DEFERRED BENEFICIARY and the other of which equal part shall be paid to
COMMUNITY LIVING ANYWHERE AND DISTRICT ASSOCIATION
SECOND DEFERRED BENEFICIARY".
7. The Settlor expressly agrees that the herein Trust is irrevocable, and that no part of the principal amount or the income of the WISEPERSON TRUST FUND shall be paid or loaned or applied to or for the benefit of the Settlor.
8. The Trustee may seek information, advice and opinions from qualified professionals to better assist him/her to discharge his/her responsibilities hereunder and any costs incurred by the Trustee in so doing shall be payable out of the proceeds of the WISEPERSON TRUST FUND. The Trustee may act on such information, advice and opinions, and shall not be liable for any loss occasioned by acting, or not acting, as the case may be.
9. The Trustee shall be chargeable only for such monies as he/she shall have actually received, notwithstanding that the Trustee may have signed a receipt or receipts for the sake of conformity.
10. Every discretion or power hereby of by law conferred on the Trustee shall be absolute and uncontrolled, and the Trustee shall not be held liable for any loss or damage occurring as a result of the Trustee concurring or refusing or failing to concur in an exercise of any such discretion or power.
11. The Trustee shall not be liable for any losses due to any error of judgement or mistake of law, or other mistake, of for anything except losses occasioned by willful misconduct,

willful breach of this Agreement, or fraud by such Trustee, and the Trustee shall be saved harmless against any claims or losses of any nature or kind arising in connection with the exercise of his/her duties under this Agreement, unless the claim or loss has arisen by reason of the willful breach of this Agreement, by the Trustee, or the willful misconduct or fraud of the Trustee.

12. The Trustee shall be entitled to be fully reimbursed out of the proceeds of the herein trust fund for all expenses, charges, and costs incurred by him/her in carrying out his/her duties and responsibilities hereunder.

13. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the day and date first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of)

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_____ (1/s)

A. WISEPERSON
as Settlor

_____ (1/s)

A. WISEPERSON
as Trustee

_____ (1/s)

ANOTHER TRUSTEE
as Alternate Trustee

_____ (1/s)

A. BACKUP TRUSTEE
as Second Alternate Trustee