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# LAW OFFICES OF BERGE & BERGE LLP

TRUST AND ESTATE PLANNING SPECIALISTS

(408) 985-9918

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## Additional Terms and Conditions – LifePlan Trust Maintenance Program

1. **Term.** The term of this Agreement shall consist of twelve (12) or twenty-four (24) consecutive months beginning on the first day of the month following your signed acceptance of this Agreement depending on whether you have chosen to pay for our one-year plan or our two-year plan.
2. **Renewal.** You will receive a renewal invoice from our firm within thirty (30) days of the expiration of the term of this Agreement. You may then either exercise your renewal option by paying our invoice, or you may discontinue your participation in the plan without further obligation. Non-payment of the maintenance fee within thirty (30) days of your receipt of the annual fee invoice will automatically terminate all services and our obligations provided hereunder.
3. **Termination.** You may terminate this Agreement at any time and for any reason; however, you understand that your fee, once paid, is non-refundable and earned by us upon receipt. We may also terminate this Agreement at any time if your conduct makes our continued representation of you difficult or impossible for us. If we must terminate this Agreement, we will take reasonable steps to avoid any foreseeable prejudice to your rights and promptly deliver all papers and property to which you are entitled. Any unused portion of your annual maintenance fee will be refunded based on the number of months remaining in the term of this Agreement.
4. **Changes.** The amount of the maintenance fee and/or the services to be provided under this Agreement upon renewal are subject to change, but you will be notified in writing of any such changes at least thirty (30) days prior to your renewal date. Notwithstanding, any increase in your annual maintenance fee shall not exceed the annual increase in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI-U, San Francisco-Oakland-San Jose) ending on your renewal date.
5. **Benefits.** The LifePlan™ Trust Maintenance Program is designed to provide a comprehensive solution to the problems of estate plan maintenance. Accordingly, we have agreed to provide you with the following maintenance services throughout the term of this Agreement:
  - Reasonable phone calls by you or your advisors to anyone in our office at no charge.
  - A free subscription to our monthly newsletter delivered by email and by U.S. mail.
  - Attendance at free workshops and seminars designed to keep you informed on a wide variety of estate planning topics and techniques of general interest to our clients.
  - Attendance at our annual Membership Forum designed to explain changes in the laws and keep you informed of additional planning opportunities.
  - Special educational workshops offered exclusively for your successor trustees.

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- Free “word processing updates” to your plan necessitated by changes in the law, changes in your personal circumstances, or changes in our recommended language on technical portions of your trust, provided your estate plan is current at the time of your initial enrollment into the program (if not, you will be given the opportunity to update your plan by payment of a one-time additional fee equal to the difference in cost between the plan you now have and the plan you want based on our current schedule of plan prices).
- An annual update which highlights changes in the law over the last year and new planning opportunities. As part of our maintenance services, we may from time to time recommend legal changes in your documents. Some of these changes might be recommended to take advantage of “general” changes (changes that affect all clients the same) in trust or tax law, regulations or judicial decisions. Other changes will reflect ideas we learn from experience as trust administration and estate planning attorneys. Both of these kinds of general changes are made at no additional charge, and are initiated by us rather than you. As long as you retain us each year by paying the annual maintenance fee, we will provide you with the maintenance services described in this paragraph.
- A ten percent (10%) discount on our normal hourly fees and trust administration services at a controlled cost of not to exceed one percent (1%) of trust assets under administration (see “Offer of Trust Administration Service” below for additional terms and conditions).
- An annual review of your documents and all of your decisions regarding your current estate plan, including:
  - Asset registration confirmation to ensure that 1) your trust remains fully funded, 2) your plan can be adjusted as valuations change, and 3) your successor trustee can find trust assets when the time comes
  - Needed changes in successor trustee, beneficiary and agent designations
  - Updates as a result of changes in the law
- Reduced costs for trust upgrades: you merely pay the difference between the plan you have and the plan you want based on our current schedule of plan prices.
- Free limited notary services for documents prepared by our firm or others.

6. **Counseling Services.** None of the fees quoted include any counseling changes after the completion of your initial plan, (i.e., major modifications, amendments or restatements of your plan, other than changes in names of beneficiaries, modifications based on general changes in the law, or similar “word processing” modifications). Also excluded are counseling changes related to specific changes (changes that affect each client differently) in trust or tax laws, or regulations or judicial decisions. Fees for any such major modifications will be quoted in advance on a case-by-case basis.

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7. **Your Obligation**. As part of your participation in the maintenance program, you agree that we may assume that no significant changes in your personal situation have occurred unless you have otherwise notified us. If such changes occur please notify us immediately and we will be happy to take the necessary steps to address your concerns.

8. **Offer of Trust Administration Services**. You understand that if your estate has a gross taxable value of at least three hundred thousand dollars (\$300,000.00) at the time of the first of you to die, we hereby offer to provide to your successor trustee(s) trust administration services for your estate, at a controlled cost computed at the prevailing hourly rate charged by us, our successors and assigns. However, the total of the hourly fees shall not exceed one percent (1%) of your estate value plus out-of-pocket costs. These trust administration services will include the preparation of your estate tax return and the distribution of your assets according to your estate plan. We will cooperate with your tax preparer in the preparation of your final income tax return and your estate's income tax return. Representation in contested or adversary proceedings, including contested claims, shall be provided on an hourly fee basis as an additional fee. This offer of trust administration service is a unilateral offer which may be accepted or rejected by your successor trustee(s) or by us. This offer shall remain in effect for only as long as we remain in existence.

You understand that our offer is conditioned upon your satisfying all of the following requirements:

- a. Current enrollment in the LifePlan™ Trust Maintenance Program in the year of your death;
- b. Review and updating of our estate plan, family situation, and financial situation with you in the year of, or the year immediately preceding, our death;
- c. Following our recommendations in the titling of all of your assets and your full disclosure of all of your assets to us; and
- d. Incorporating the amendments proposed by us for improved estate planning strategies into your trust plan.

9. **Expenses**. Our administrative expenses, such as postage, photocopies, faxes, mailing charges, and telephone calls are included in our agreement at no additional charge.

10. **Advances**. You agree to pay all of our out of pocket costs, such as recording fees, asset transfer fees, and corporate filing fees incurred in maintaining your estate plan.

11. **Client Commitment**. We understand that you have custom designed our estate plan in order to reach our specific objectives. We also understand that you believe it is imperative that we review the materials you send us concerning our plan annually and get back to you with any of our changes. We also understand the necessity of keeping trust assets titled in the name of our trust in order to fulfill the objectives of our estate plan. In order to maintain our plan so that it accomplishes our goals, we agree to keep you informed of any changes in our family or financial situation or in our estate planning objectives and we hold you harmless if we fail to do so.