



## **Tab 4**

### **LifeSpan Planning Process™**

1. The Definition of Estate Planning
2. LifeSpan™ Planning Pyramid
3. The LifeSpan Planning Process™
4. LifeSpan Three-Step Strategy™
5. The LifeSpan Plan Development Navigator™
6. The LifeSpan Learning Solution™
7. The LifeSpan Legacy Program™
8. The Lifespan Transfer Process Navigators™
9. The Investment Selector/Practice Evolver™
10. LifeSpan Financial Summary™
11. Engagement Letter

# The Definition of Estate Planning

**I Want to Control My Property While I'm Alive and Well;**

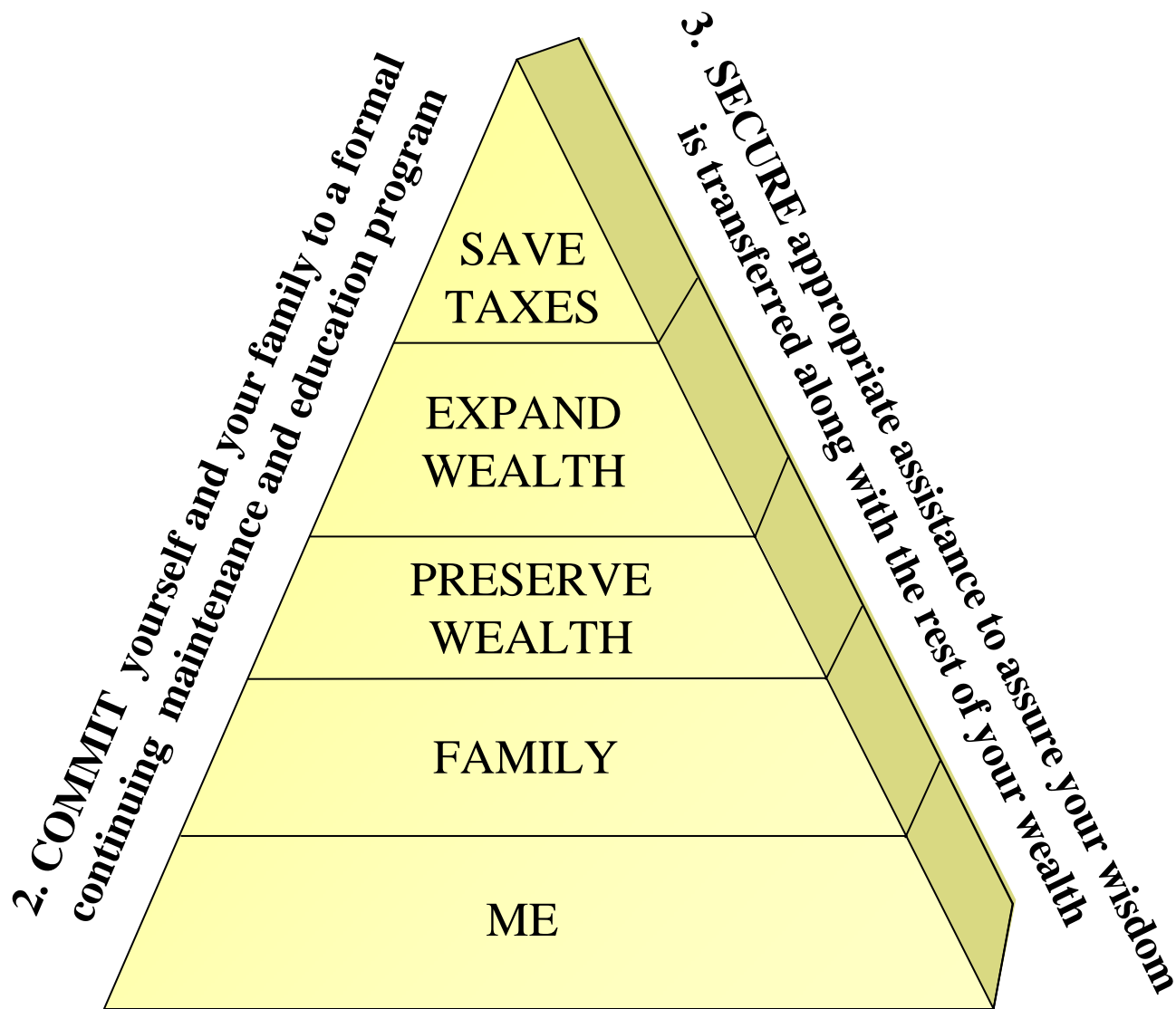
**Plan for Me and My Loved Ones if I Become Disabled;**

**Then Give What I Have:**

- **To Whom I Want,**
- **When I Want, and**
- **The Way I Want;**

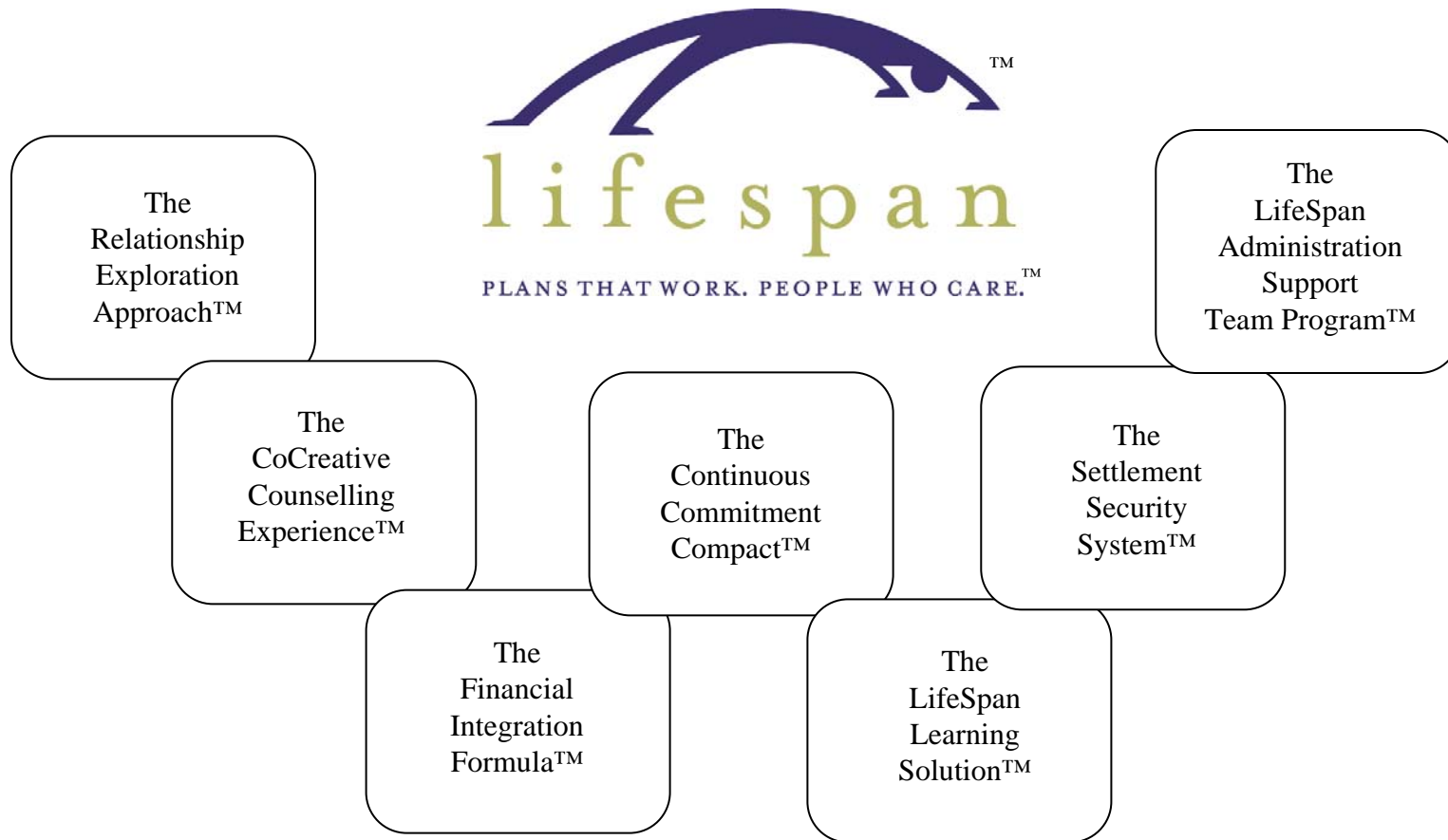
**All While Assuring That My Wisdom is Transferred Along with the Rest Of My Wealth.**

# The LifeSpan™ Planning Pyramid



**1. DEVELOP** your plan with counselling-oriented planning partners

# The LifeSpan Planning Process™



*The Process Produces the Results™*

# LifeSpan Three-Step Strategy™

**1**

## **Develop**

**Your plan with counselling oriented planning partners**

**2**

## **Commit**

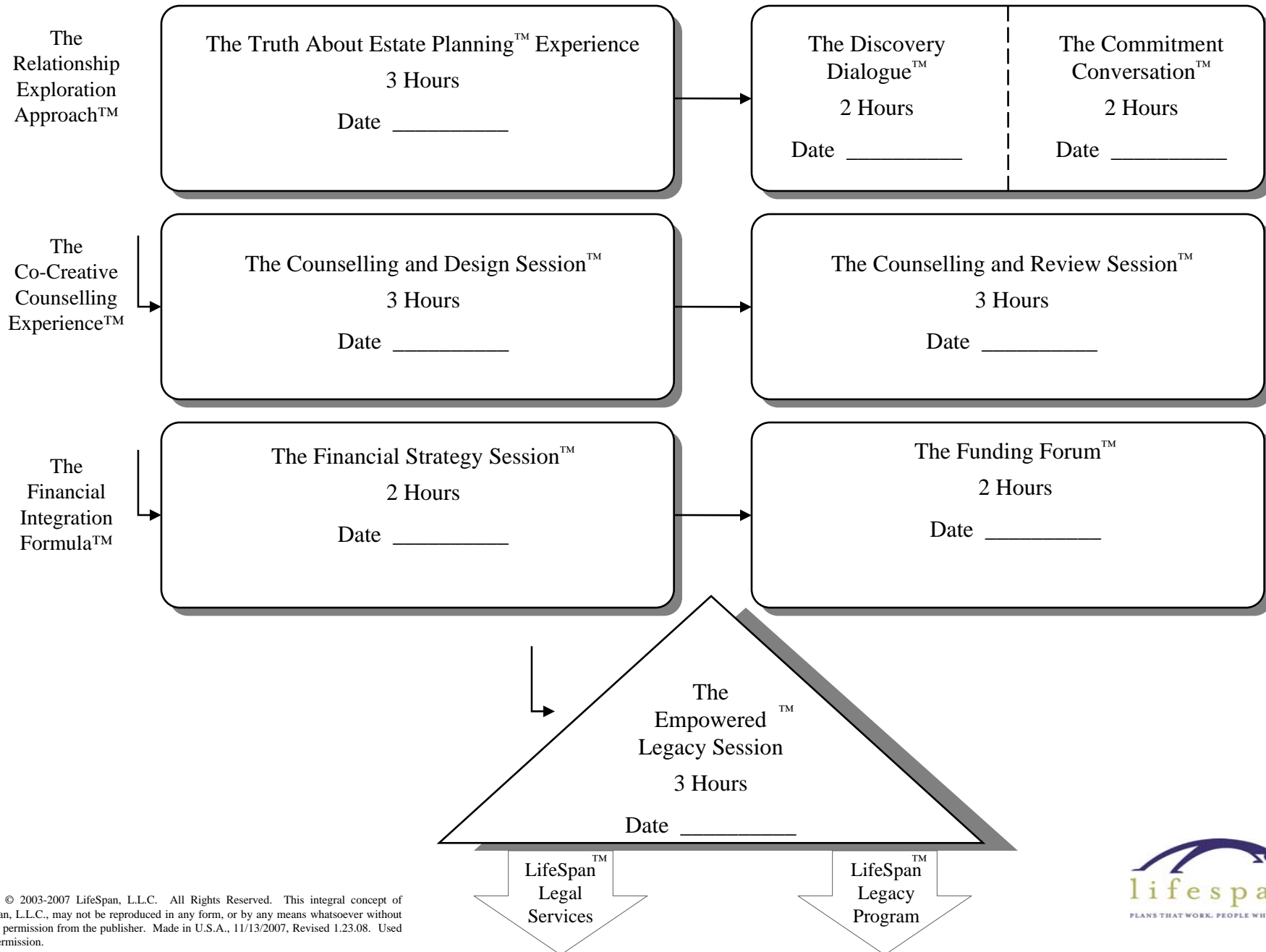
**Yourself and your family to a formal continuing maintenance and education program**

**3**

## **Secure**

**Appropriate assistance to assure your wisdom is transferred along with the rest of your wealth**

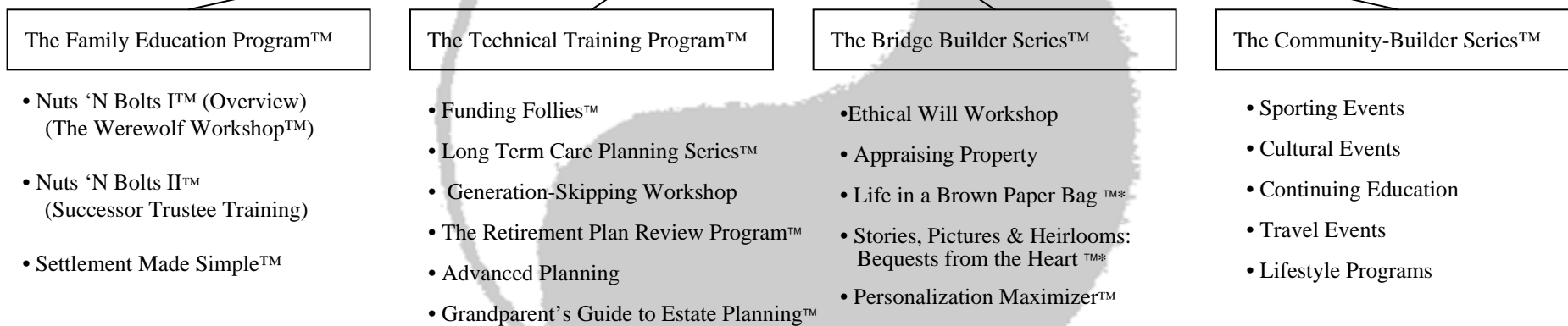
# The LifeSpan Plan Development Navigator™





# LifeSpan Legal Services Program™

## The LifeSpan Learning Solution™



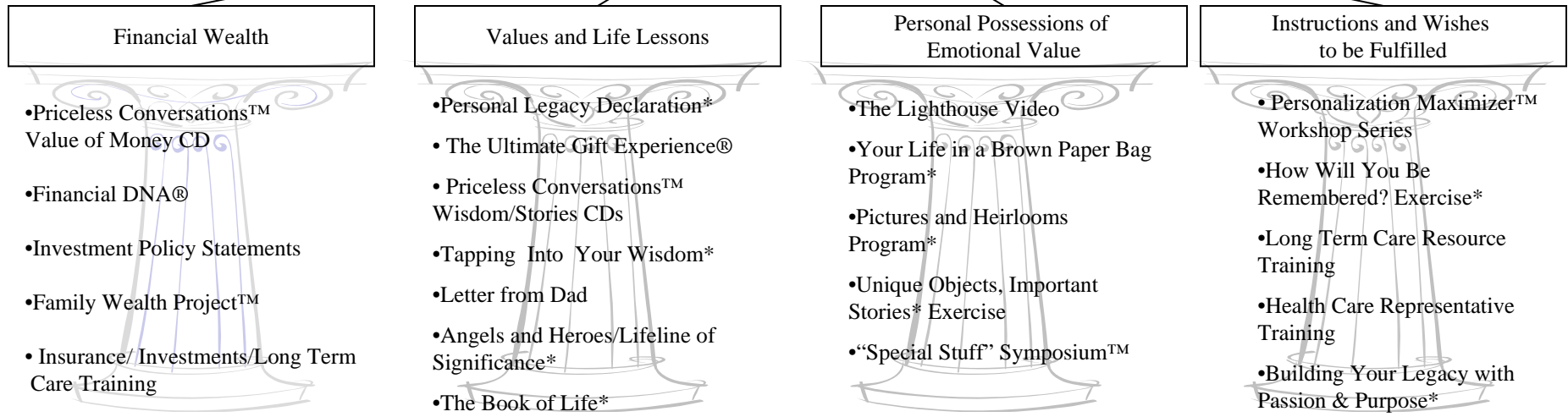
## The Continuous Commitment Compact™

<u>Family Reunion</u>	<u>Update Program</u>	<u>LLS™ Program</u>	<u>LLS™ Library</u>	<u>Exchange Program</u>	<u>Transfer Service</u>
(Annual)	(Biennial)	(Annual)	(Checkout)	(w / Introduction)	(Annual)
Firm Update Legal Update Education Program	Update Documents Update Clients Update Funding	Targeted Each Year From Above Listed Programs	CD w/ Outline, Handouts & Video for Each Program	Out of State Firms Convenient to Kids For Family & Advisors	Acquire Ancillary State Law Documents & Access to Ongoing Updating



# LifeSpan Legacy Program™

## The LifeSpan Learning Solution™



<b>The Continuous Commitment Compact™</b>					
<u>Live LLS™ Programs</u>	<u>Teleconferences</u>	<u>Listserv/Website</u>	<u>E-Newsletter</u>	<u>Recommendations</u>	<u>Exchange Program</u>
(Quarterly)	(Quarterly)				
Targeted Each Year From Above Listed Programs	Two General One Elder One Boomer	Ongoing access to dedicated listserv and website	Issues of General Interest, as well as specific Elder and Boomer editions	Continuous Recommendations for Timely Reading and Resources; Periodic Guest Speakers	Access to programs conducted by other firms; possible National Conference

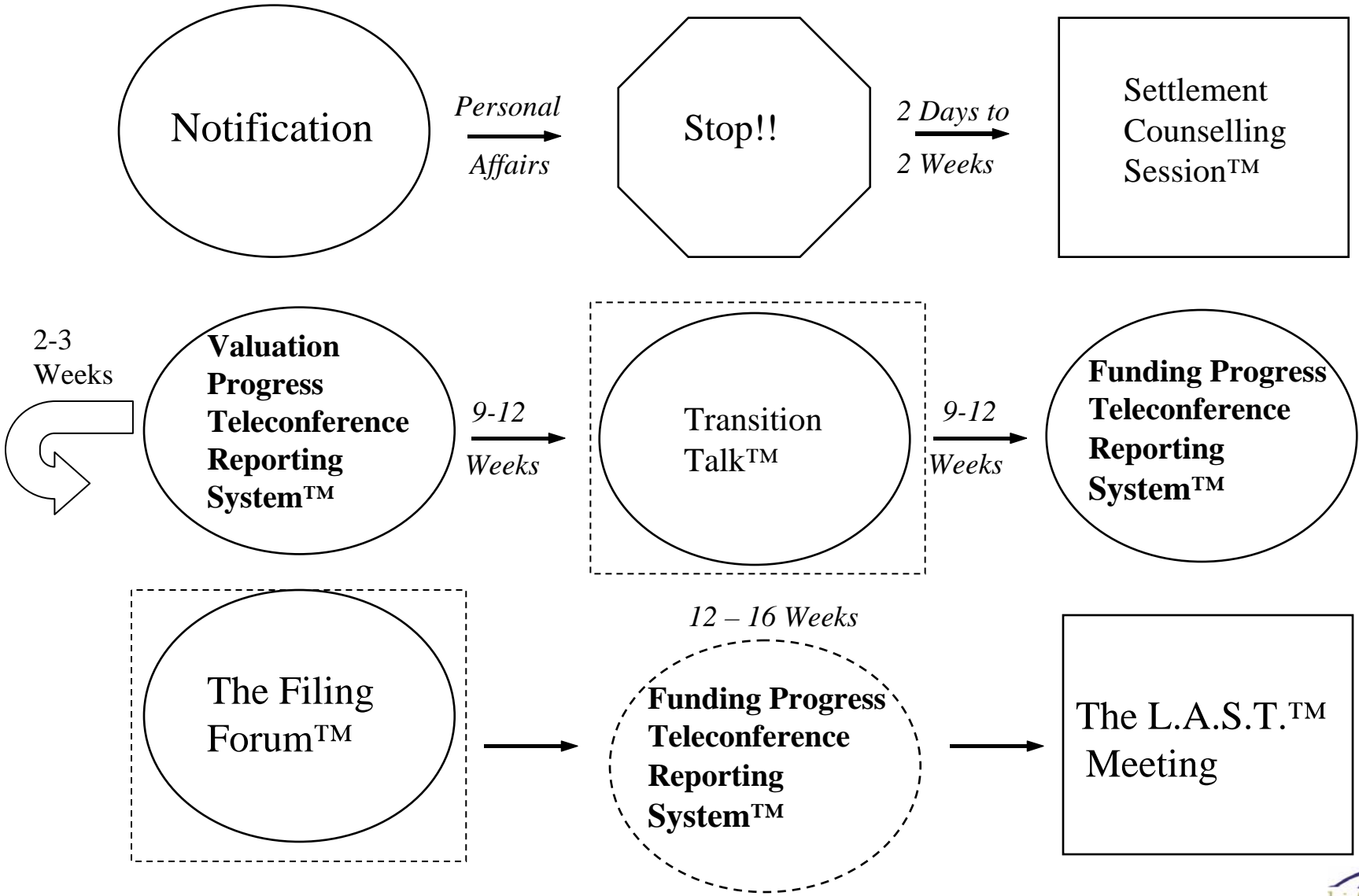
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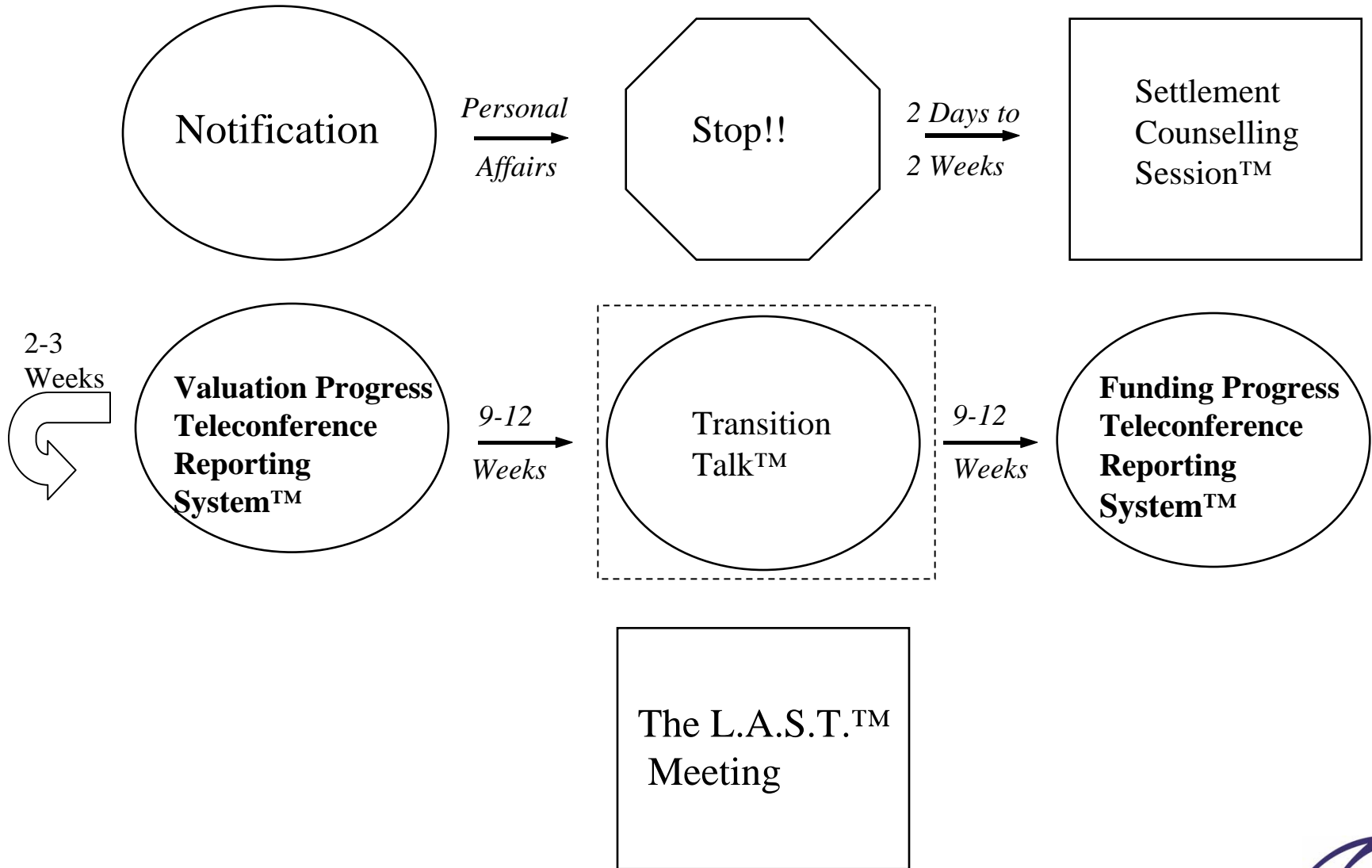
# The LifeSpan Transfer Process Navigator™

(Taxable Estates)



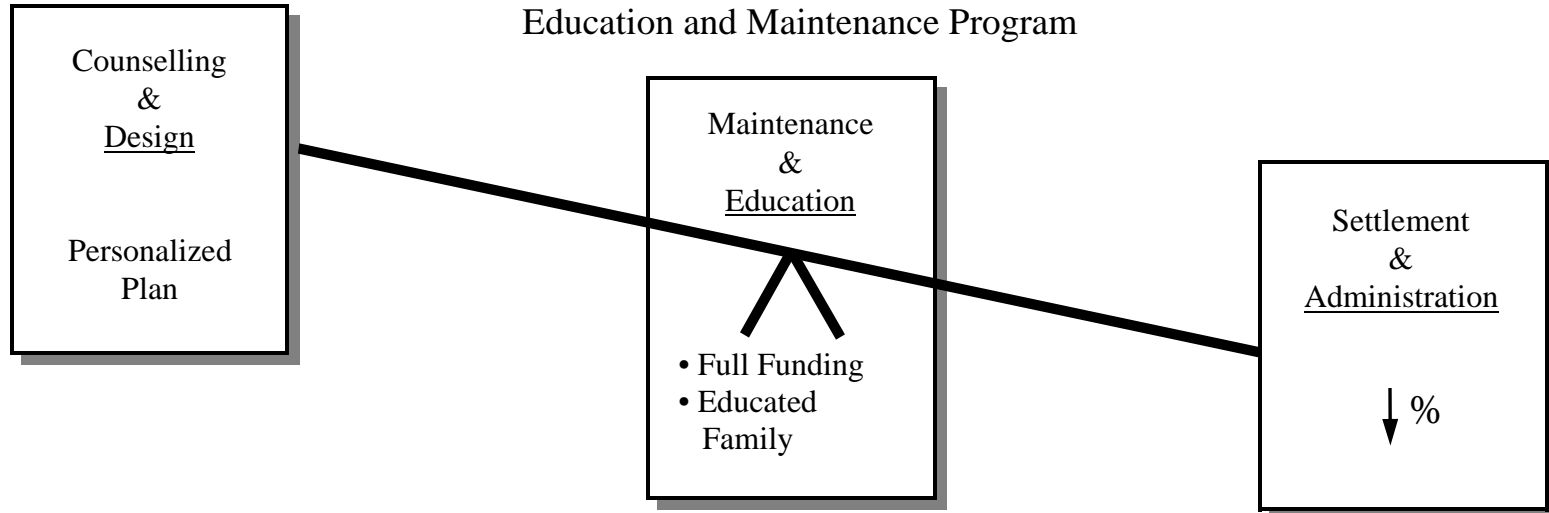
# The LifeSpan Transfer Process Navigator™

(Non Taxable Estates)

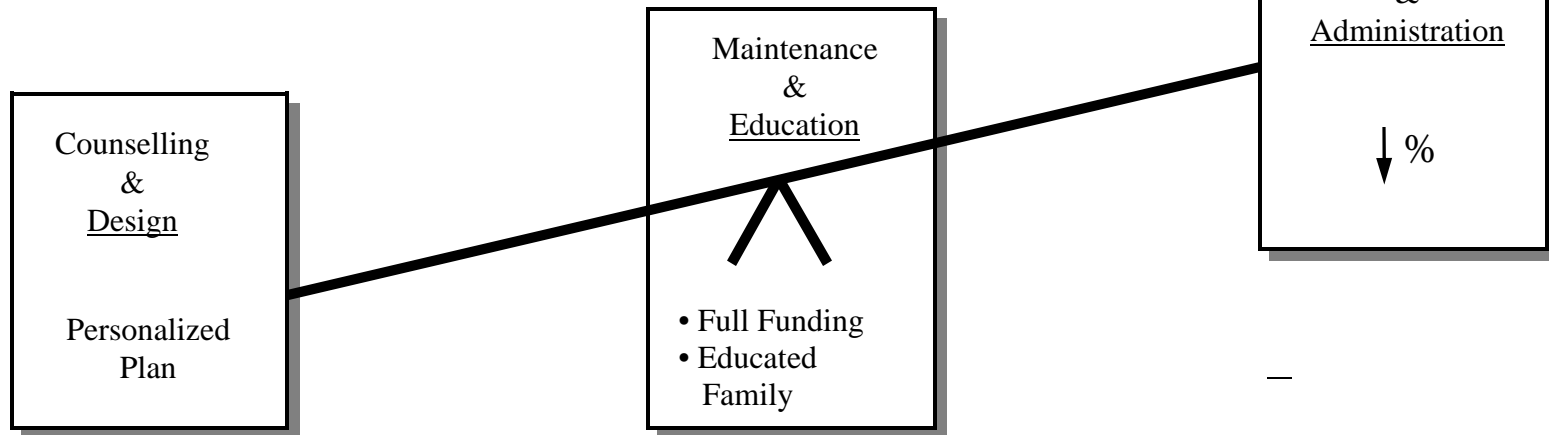


# The Investment Selector™

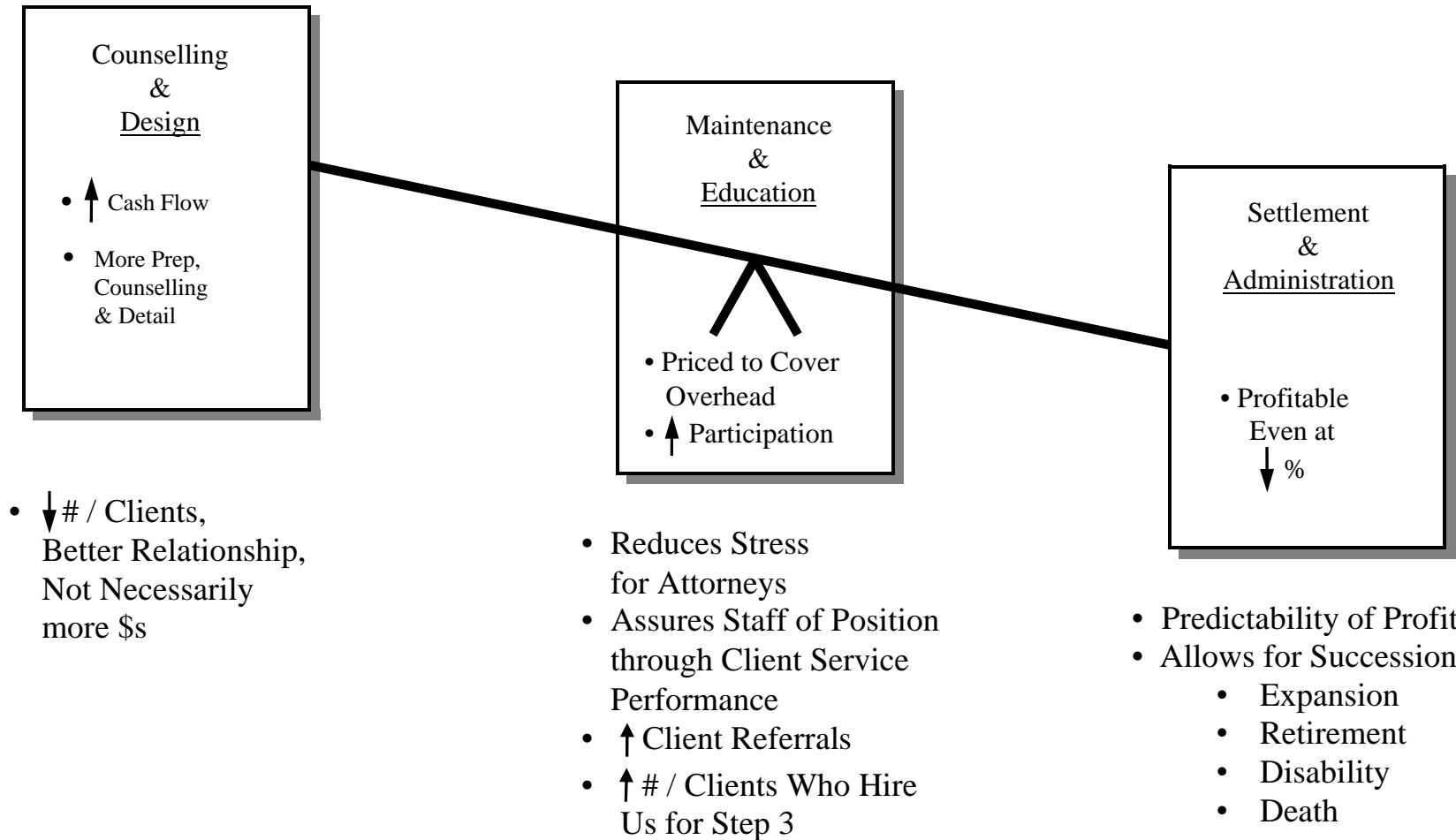
Voluntary Updating,  
Education and Maintenance Program



Cost: One Time Initial Membership Fee Upon Joining;  
Annual Membership Fee to Continue Membership



# The Practice Evolver™



Settlement and Administration Services are available to our clients. Successor Trustees make the decision to hire our firm upon the disability or death of a trustmaker. *If used*, BENSON & CASE, LLP agrees in advance to the fee arrangement which follows for Lifespan™ members.

**Settlement and Administration Services:\*\*\*\***

***Fixed Fee Option***

\_\_\_\_\_  
Client Initials

***Variable Fee Option\****

\_\_\_\_\_  
Client Initials

**Disability:**

Flat Fee (currently \$950)

**Death:**

- File the will of record
- Apply for tax identification numbers
- Initial settlement meeting
- Explanatory letter to beneficiaries
- Transition conference with CPA/FA
- Settlement (asset transfer) assistance
- Instruction letters
- Specific bequest letters

In lieu of an hourly or other billing basis where the fees are unknown, client will be billed as follows:

The fee will be based in part on size (i.e., amount of work) of the gross estate at the time of death and the fee would be calculated to not exceed ¾ of 1% of the gross estate. Based upon circumstances now and what is known now about your estate with an estimated size of \$500,000 the fee, at this time, would be approximately of **\$3,750**. This fee will be reviewed bi-annually at the Client Update Program.

**Death Tax Return Preparation Is NOT included in above fee schedule**

\*\*\*\* Minimum Fee: Up to 9 funding assets \$3,250; 10 to 19 funding assets \$3,750; 20 or more \$4,500  
[“Dormant” clients are subject to a separate fee schedule.]  
[Fee conversion program is available to move from the variable to the fixed fee option.]

**Probate Services:**

Billed at our then-current fee schedule  
(Subject to \$1000 minimum)

**Disability:**

Flat Fee (currently \$950)

**Death:**

- File the will of record
- Apply for tax identification numbers
- Initial settlement meeting
- Explanatory letter to beneficiaries
- Transition conference with CPA/FA
- Settlement (asset transfer) assistance
- Instruction letters
- Specific bequest letters

In lieu of an hourly or other billing basis where the fees are unknown, client will be billed as follows: A flat/fixed fee based upon size of taxable gross estate and which would not exceed:

Based upon circumstances existing now and what is known now about your estate with an estimated size of \$500,000 the fee for settlement cost now would be \$0. This fee will be reviewed bi-annually at the Client Update Program. The fee would be based in part upon the size (i.e., amount of work) of the gross estate at the time of death and is calculated as follows:

Up to amt of 1 <sup>st</sup> “coupon”	2%
Up amt of 2 <sup>nd</sup> “coupon”	1.50%
Amt exceeding 2 <sup>nd</sup> “coupon”	1.25%

**Death Tax Return Preparation Is NOT included in above fee schedule**

**Small Estate Affidavit:**

Fixed fee (currently \$350)

\_\_\_\_\_  
James D. Evans

\_\_\_\_\_  
Client

# **Trust Settlement Representation Agreement**

This Trust Settlement Representation Agreement sets forth the services that our firm, BENSON & CASE, LLP, will provide while representing you as the Trustee of the WILLIAM SAMPLE IRREVOCABLE TRUST, as well as how our fees will be determined.

Our office would be happy to provide you with assistance in meeting your responsibilities as a trustee. It is our goal to make the trust administration process less burdensome on you by providing you with the highest quality of legal service possible for a fair fee. We believe that it is important that you know exactly what our fees will be as well as what will not be covered by our fees. Our fees cover the following services:

During our representation of you, our office will provide the following services:

- a. Provide general counsel and advice in relation to your responsibilities as the Trustee;
- b. Preparation of all documents reasonably necessary during the trust settlement process;
- c. Assistance in inventorying the assets in the estate and securing the valuations of each asset;
- d. Assist in collecting the proceeds of any life insurance, annuities, IRAs or Qualified Retirement Plans (i.e. 401(k)s, SEPs, 403(b)s, etc.);
- e. Assist with the establish of the Administrative Trust and the Estate Checking Account;
- f. Assist in the collection and payment of estate debts;
- g. Assist in the collection of estate income and tracking of estate income;
- h. Assistance in the distribution of trust assets to beneficiaries;
- i. Addressing your questions and providing general advice during the trust settlement process;

- j. Any and all conferences or telephone conferences with yourself, trust beneficiaries, CPA's, financial advisors, bankers or any other advisor during the settlement process;
- k. Provide assistance to beneficiaries in understanding their protections and distribution options contained in the trust document;

### **Tax return preparation.**

Please note that the following services will not be covered by our fees and will be:

Preparation of the Financial 1040

Preparation of the 1041 or 706 (if needed)

### **Probate**

A living trust centered estate plan only controls those assets that have either been titled (owned) in the name of the trust or name the trust as a beneficiary. Any assets held in individual ownership (i.e. not in the name of the trust) may have to be probated.

At this time our preliminary review of the assets leads to believe that a probate proceeding will most likely not be required. However, should other assets be discovered that were not owned by the trust, then a probate proceeding may be required. Should this occur, we will promptly notify you. Please be aware that should we need to undertake to represent you in probate court, we anticipate that there will be additional legal fees. Should this be the case, we will discuss our firm's probate billing policies at that time.

### **Our Fees are per the Lifespan Investment Summary attached.**

It is important that you understand how our fees are determined as well as what is covered by our fees and what is not. Our fixed fee will be based upon the date of death values used for settlement and tax purposes. An estimated value, without the benefit of any appraisals or statements is \$890,000. The fee based on that would be \$6675. Half of that fee is due at the commencement of our work and the balance is due at the time we have advised the Trustee that we have concluded the work we have been asked to do and we are prepared to meet with the Trustees to sign the closing documents.

Also, you should be aware that there may be some limited circumstances that would not be covered by our fixed fee. For example, if there are additional assets discovered, or if any extraordinary or unforeseen matter should arise, we want to reserve the right to increase our fixed fee. Values may also go down and hence the fee would also be scaled down as well and calculated as per the Investment Summary. Examples of such an event would be the necessity to obtain a Private Letter Ruling from Internal Revenue Service, representing the estate in the event a beneficiary files a law suit against the trust, the death or disability of a Trustee during the settlement process, and the like. At this time we do not anticipate that any of these events will occur although we cannot guaranty that these events will not happen.

Should an unforeseen or extraordinary matter arise, please be assured that we will discuss the matter with you and explain in writing any additional fees for completing that work. At that time, you can decide whether you wish for our firm to assist you with that matter.

An example of what is not included in the above fixed fee is for instance: recording fees; filing fees; photocopying costs for the copying of files or documents in excess of 250 pages; delivery fees; a small estate affidavit; probate work; any work that would be needed for follow up on any sub trust after the initial creation and funding ( this would be included in the fees that a beneficiary would retain attorney for with respect to work going forward or in regard to participation in an updating program); advice or assistance with respect to the creation of a business entity needed for funding; advice with respect to the preparation of an estate tax return; advice needed on the sale of real estate for the preparation of any contract with respect to the sale real estate; loans made during the trust administration to beneficiaries; assistance needed with respect to personal property auctions; foreclosures or other civil actions commenced against the administrative trust or claims made by beneficiaries against the administrative trust; assistance needed with respect to accounting as a relates to income and expenditures for the administrative trust and the preparation and the preparation of the accounting for the schedule distribution; the re-titling of motor vehicles, aircraft or the recreation vehicles; re-titling in any assets not located within the State of Colorado and which may require the preparation of special deeds or where additional documents are needed to facilitate the out of state title transfer or legal advice from out of state attorneys to accomplish the transfer of title of out of state property; and says with all polls come like a holes, or the family settlement meetings outside of the normal in regularly scheduled family meetings which are planned as part of the settlement process.

**Costs:  
Registration of Trust \$163.00**

During the settlement process a number of miscellaneous administrative costs will arise. These costs can include filing fees, recording costs, certified mail expenses, copies, and the like.

The estate will be responsible for paying these costs. Whenever possible, we will pay these costs on behalf of the estate and will provide you with a receipt and request for reimbursement. It would be appreciated if you would reimburse us for these costs upon receipt of the Request for Reimbursement. Please note that all reimbursements should be paid from the estate checking account.

**Conclusion**

In order that we may represent you, please sign this Representation Agreement. We will provide you with a copy of this Representation Agreement for your records.

We look forward to working with you to make the trust settlement process as easy as possible for you and your family.

**Acknowledgment**

The foregoing has been explained to me and I agree to have BENSON & CASE, LLP represent me in relation to the settlement of the WILLIAM SAMPLE IRREVOCABLE TRUST and further consent to the above noted fee arrangement. I have enclosed a check made payable to: BENSON & CASE, LLP for the payment amount that is due.

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Mary Sample, Successor Trustee  
of the William Sample Irrevocable Trust

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Date

Accepted by:  
BENSON & CASE, LLP

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JAMES D. EVANS