



TRUST PURCHASE AGREEMENT

On this (Date) _____, 2020, this agreement is made by and between _____ (the "Client") having its principal place (resident or business) at _____ and Succeed LLC ("Succeed") at 1425 North Dallas Ave. Suite 206 Lancaster, Texas 75134, Dallas, County.

NOW THEREFORE BE IT RESOLVED for the valuable consideration set forth herein this document Succeed LLC and _____ enters into this agreement and agree as follows:

WHEREAS, I _____, (full legal name) have consulted with Succeed on the various financial planning services available to me by Succeed I have chosen to have Succeeds attorney draft a Trust Agreement/Declaration for me. I promises Succeed and it is my intent that I will corporate with Succeed's Attorney to provide, in the immediate future, all the information and documents needed by Succeed's attorney to create a "TRUST". I am aware that the Attorney for Succeed is not my attorney and Succeed agent has advised to retain and consult with an attorney of my choice regarding all legal documents including this agreement and the trust to be provided to me by Succeeds attorney.

I. SERVICE TO BE RENDER BY SUCCEED.

A.) The Client agrees to purchase a:

[Specialized Non-Grantor Irrevocable Complex Discretionary Spendthrift Dynasty Trust.](#)

II. COMPENSATION, FEES AND EXPENSE

1.) Annex A –Trust

- (A) Trust Introduction
- (B) Trust Agreement
- (C) Trust Definitions
- (D) Settlor's / Compliance / Trustee's
- (E) Successor's of the Trust
- (F) Trust Will & Structure
- (G) Beneficiaries Interest
- (H) E.I.N / Tax Forms / Income Forms
- (I) Trust Documents

2.) Annex B -Optional Services

- (A) Conveyance
- (B) Sales
- (C) Partnerships

3.) Annex C –Term of Service

January	_____
February	_____
March	_____
April	_____
May	_____
June	_____
July	_____
August	_____
September	_____
October	_____
November	_____
December	_____

(B) Annex A: Fee for Services: In consideration for the services to be performed by Succeed, the Client agrees to pay Succeed a non-refundable fee:

☐ Assets \$0 - \$250K (\$15,000.00)

☐ Assets \$250K - \$500K (\$25,000.00)

☐ Assets \$500K - \$1M (\$35,000.00)

☐ Assets \$1M - \$2M (\$45,000.00)

☐ Assets \$2M - \$5M (\$55,000.00)

☐ Assets \$5M - \$10M (\$65,000.00)

- 4.) Services covered. (i.) Succeed shall provide the following services listed in Annex A as the client feel best meet their financial needs. In exchange, clients shall the stated fee, to receive the specified instrument associated with the services listed in this agreement.
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- 5.) Services not covered in this contract. (i.) The Service Fee only covers those services listed in this agreement none of the other services offered by Succeed is part of this agreement.
- (ii.) Not included in this contract or unforeseen work not specific to the services in this agreement.

Annex B. Fees Optional Services: pursuant to the boxes checked below in Annex C.

☐ Conveyances (\$5,000.00) ☐ Sales (\$5,000.00) ☐ Partnerships (\$5,000.00)

III. EXPENSE

The owner will pay all fees if any associated with the conveyance, or sales of property to be conveyed to the trust unless client has paid for these services in advance in Annex B.

IV. MATERIAL AND INFORMATION FOR THE TRUST

Client agrees he or she will provide within 48 hours and shall not delay in providing all information requested by the Attorney(s) to draft the Client's Trust pursuant to client request and /or needs as stated herein this agreement.

V. MODIFYING THE AGREEMENT

This Agreement may be modified only by writing signed by both parties.

VI. NO PARTNERSHIP

This Agreement does not create a business partnership.

VII. CLIENTS PRIVACY AND CONFIDENTIALITY

Succeed acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Succeed in order for Succeed to perform duties under this Agreement. Succeed acknowledges that disclosure to a third party or misuse of this proprietary or confidential information

would irreparably harm to the Client. Accordingly, Succeed will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes: the written, printed, graphic, or electronically recorded materials furnished by Client for Succeed to use any written or tangible information stamped "confidential" "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information belonging to customers and suppliers of Client about whom Succeed gained knowledge as a result of Succeed's services to Client, and other: things documented her by the client_____.

VIII. INDEMNIFICATION

Client agrees and understands that Succeeds does not guarantee, nor represent any particular outcome or benefit from purchasing a trust from Succeed. The Client agrees to hold harmless Succeed from any claims, are lawsuit or third party claims that may be made against the Client or its Trust accounts.

IX. DISPUTE RESOLUTION

(A). Written Demand

- (i.) The parties shall attempt in good faith to resolve any disputes informally and promptly. If a dispute persists, either party may submit a written demand to the other party at the earliest practicable time that the dispute is identified (the "Demand"). The Demand shall: (i) be fully supported by detailed information and supporting documentation; (ii) state the specific Agreement provisions on which the Demand is based; and (iii) if the Demand involves a cost adjustment, state the exact amount of the cost adjustment accompanied by all records supporting the Demand.
- (ii.) The Demand: All Demands shall include a written statement signed by an authorized person indicating that the Demand is made in good faith, that the supporting data and documents are accurate and complete, and that the amount requested accurately reflects the adjustment for which the submitting party believes the other party is responsible. To assist the other party in its review of the Demand, the submitting party shall comply with reasonable requests for additional information. The receiving party shall provide a written response to the submitting party's Demand stating a decision as to whether the receiving party accepts or rejects the Demand. Failure by the receiving party to provide such a response shall be deemed a decision by the receiving party constituting a rejection of the Demand.

B. Mandatory Mediation

- (i.) All claims or disputes relating to this contract shall be subject to Mandatory Mediation, within a reasonable time after the dispute has arisen or a small claims provision will apply if the amount of the contract is less than ten thousand.

- (ii.) Litigation. If, after Mediation pursuant the parties have not resolved their dispute, the receiving party's decision made will be conclusive and binding regarding the dispute unless the submitting party commences an action in a court of competent jurisdiction to contest such decision within ninety (30) days following the conclusion of such Mediation or one (1) year following the accrual of the cause of action, whichever is later. .
- (iii.) Confidentiality. All negotiations conducted pursuant to this agreement are confidential and shall be treated as compromise and settlement negotiations to which California Evidence Code Section 1152 applies. The mediation shall be confidential and shall be subject to the provisions of California Evidence Code Sections 703.5 and 1115 through 1128.
- (iv.) Remedies Cumulative. All remedies provided for in this Agreement are cumulative and may be exercised individually or in combination with any other remedy available hereunder.
- (v.) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

X. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitutes default, if such delay or failure is caused by Force Majeure. Force Majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of God, such as earthquakes, floods, and other natural disasters, that is deemed performance is impossible and out of the control of Parties in this contract.

XI. SEVERABILITY

Severability. The provisions of this Agreement are separate and severable. Should any court hold that any provision of this Agreement is invalid, void or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the reasonable intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

XII. NOTICES TO THE PARTIES

All notices, requests, demands, and other communications hereunder must be in writing and will be deemed to have been duly given when hand delivered or five (5) days after being deposited in the United States mail, if mailed by certified or registered mail, return receipt requested, postage prepaid, to the following contact information or at such other address as delivered by like To the Construction Manager:

XIII. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed under the laws of the State of Nevada. Any action brought to enforce this Agreement shall be brought in state or federal court in St. Louis County, Nevada. Succeed reserve the right to file this case in any jurisdiction it may choose. In any action

brought to enforce any provision of this Agreement, in addition to any other relief granted, the prevailing party shall recover its reasonable costs of enforcement, including, without limitation, reasonable attorneys' fees, mediation fee, litigation cost and Court of suit.

Effective Date: The Effective Date of this agreement shall start upon the signing of this agreement by either party.

Signed on this _____ of November 2020,

WITNESS WHEREOF, the parties have entered into this Agreement as of the this day:

By: Authorize agent for Succeed LLC

By: _____
Client