

JOHN SAMPLE

- Dynamic Trust Portfolio -

File# 202241

- Electronic Signatures Verification Status -

APPLICABLE DOCUMENTS "ESIGNED"

IMPORTANT NOTICE: Certain documents of this Dynamic Trust Portfolio may be “electronically signed” by the Creator in accordance with federal rules promulgated in the “**Electronic Signatures in Global and National Commerce Act**” (**ESIGN**). The text shown as **Signed/Enacted*** (correspondingly posted in an ESIGN notification line) shall mean “**This particular document ‘HAS BEEN’ electronically signed and lawfully enacted by the Creator**”.

Created as a Nevada-sitused Living Trust Estate Plan

[GO TO INDEX \(PAGE 3\)](#)

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SIGNATORY INSTRUCTIONAL / IMPLEMENTATION

Congratulations! You have taken the first step to help plan your estate distributions. Now you will need to implement your –

Dynamic Trust Portfolio (DTP)

As you conduct a general review of the DTP, look for the areas that must be signed by you and your Witnesses and a Notary Public. Below is a checklist of the pages that are to be implemented either by your written and/or electronic signatures. (*Agent Notices are not to be signed until the time of usage.*)

PLEASE NOTICE: A SHADED CHECKED BOX is positioned at the lower right hand corner of the pages where either (a) you are to sign, (b) the Notary Public is to sign, (c) witnesses enter their names and sign, and/or (d) the current date is to be entered. The hyperlinked "*Portable Document Format*" (PDF) page numbers posted (below) to the right of the word "Page" also locate the signature pages of each document in your DTP. It should be noted that each component can and should also be *electronically signed* by the use of the ESIGN dynamics in your Client Console.

PLEASE NOTE: Your **Advance (Medical) Directive** is not included in this Portfolio but rather presented as a separate component – located in your **MEDICAL DIRECTIVES** portal under the Documents/Storage menu bar. It has been designed as a dynamic application to be created and implemented primarily by electronic HTML entries and your electronic signature.

All Line Items/Pages Listed Below Contain Return-to-Signatory-Instructional (<SI>) Hyperlinks

- ✓ *Sole-Grantor Revocable Living Trust Page > [PDF 53](#)*
- ✓ *Certificate of Trust Page > [PDF 61](#)*
- ✓ *Assignment of Personal Property Page > [PDF 63](#)*
- ✓ *Power of Attorney Over Assets Page > [PDF 80/81](#)*
- ✓ *Last Will & Testament Page > [PDF 87/88](#)*

IMPORTANT NOTICE: Any advisory information contained in this Dynamic Trust Portfolio is for general reference **ONLY** and is not intended to replace personal legal, tax planning, and/or health care counsel. You should obtain independent counsel before acting on any directives or other information described herein.

– PORTFOLIO INDEX –

All Line Items/Pages Listed Below Contain Return-to-Index (<I> Hyperlinks

<u>Section</u>	<u>Document</u>	<u>PDF Page</u>
<i>Portfolio Summary --</i>	<u>Portfolio Summary</u>	5
<i>Trustee Memorandum --</i>	<u>Trustee Memorandum</u>	12
<i>Revocable Living Trust --</i>	<u>Revocable Living Trust Declaration</u>	17
	<u>Beneficiary Names/Distributions</u>	21
	<u>Specific Trust Directives (Apps)</u>	23
	<u>Successor Trustee Appointment(s)</u>	24
<i>Certificate of Trust --</i>	<u>Certificate of Trust</u>	57
<i>Schedules & Ledgers --</i>	<u>Assignment of Personal Property</u>	63
	<u>Property Schedules (A/D)</u>	64
	<u>Personal Property Schedule</u>	66
<i>Administrative Documents --</i>	<u>Appointment of Nominee Trustee</u>	68
	<u>Settlor's Relinquishment of Trusteeship</u>	69
	<u>Settlor's Reinstatement as Trustee</u>	70
	<u>Successor Trustee Acceptance Notice</u>	71
	<u>Successor Trustee Declination Notice</u>	72
	<u>Successor Trustee Termination</u>	73
	<u>Amendment / Trustee Appoint Change</u>	74
	<u>Amendment / Distribution of Assets</u>	75
	<u>Physician Medical Certification</u>	76
<i>Durable Power of Attorney --</i>	<u>Durable Power of Attorney / Assets</u>	78
	<u>Durable Agent Notice / Assets</u>	82
<i>Last Will & Testament --</i>	<u>Last Will & Testament / Pour-over Will</u>	84
	<u>Child Guardian Appointee(s)</u>	88
<i>Funding Info & Forms --</i>	<u>Funding Your Trust / Guideline</u>	90
	<u>Request Letter for Asset Retitlement</u>	99
	<u>Request Letter for New Beneficiary</u>	100
	<u>Request Letter for Contingent Beneficiary</u> ...	101
	<u>Irrevocable Stock Power</u>	102
	<u>Irrevocable Bond Power</u>	103

PORTFOLIO SUMMARY

Introduction

Congratulations on making the decision and taking the time needed to set up your Revocable Living Trust Estate Planning Portfolio. This Living Trust Portfolio represents a detailed and well organized estate plan for you that will meet your personal estate planning goals and objectives when implemented and funded properly.

This first section, containing the Portfolio Summary, has been designed as a guide to take you through the rest of your Estate Planning Portfolio. Here you will find concise explanations of each subsequent section.

The Portfolio Summary can be used as a reference for explanations of all of the various legal documents used in creating your estate plan. It also contains brief, generic summaries of each article in your trust document itself.

In this section, you will find information about various documents and functions of your Portfolio. If you have a question relative to this Portfolio that you cannot find an answer to then you should contact your legal counsel or tax advisor.

This section will also be helpful to your successor trustee concerning the use of certain administrative and other documents, and can be used as an additional reference when reviewing the Trustee Memorandum.

This section is for instructional purposes only. There are no legal documents contained in this section and no documents to sign.

PORTFOLIO SUMMARY



Sole-Grantor Trust

With the Revocable Living Trust (RLT), you have incorporated what is now a very popular mechanism used by millions of Americans that will (i) protect you from unnecessary expenses incurred through formal administration of your estate (during lifetime and) when transferring your assets at death and (ii) allow you to maintain complete control of your estate.

These objectives will be easily accomplished provided that your assets are transferred into the trust. In all likelihood, it would be of vital importance that your assets be transferred into your trust as soon as possible. The Trustee Memorandum (next section) covers that subject as well as the last page of this section.

The Living Trust is actually only one of several parts of your entire Estate Planning Portfolio which includes various documents that will be very convenient to you and your family when certain needs arise requiring their use. Each document, and how they are used, will be discussed in this summary.

The Portfolio Summary was designed to help give you a better understanding of your *Portfolio*. You can study this summary along with the documents in your *Portfolio* at your leisure. As you can see, there are ten (10) sections in your *Estate Planning Portfolio* including this one that you are now in. Let us briefly discuss each section:

PORTFOLIO SUMMARY

This first section (the one you are now reading) contains an explanatory of your *Portfolio*. It is designed to help you familiarize yourself with your entire compilation of estate planning documents. This explanatory/summary will be a guide for you now and then later when your successor trustee assumes the administration of the trust.

TRUSTEE MEMORANDUM

This second section is a directive for trustee duties and functions which are to be performed at different phases of trust administration. It is not intended to take the place of professional advice and help if it is needed; however, it can be used as a general guideline regarding the responsibilities of the trustee of your trust.

REVOCABLE LIVING TRUST

This third section is the actual trust itself. Your Revocable Living Trust (RLT) is, as the name implies, fully revocable. This means that you may alter, amend or totally revoke the trust, in part or in whole, without the approval of any other person concerning your own property.

Let us briefly examine each ARTICLE in your trust:

The Declaration and Recitals declare who you are and what you are. Instructions are given as to the use of the Chattel Schedule for the disposition of your personal property to specified persons. This allows you to hold your personal property in trust and have it distributed by the trustee at time of death thereby eliminating the need to have it distributed by a will through probate.

Article One - is stating your reservation of rights, as the settlor, designed to declare your power and authority to change or revoke a part or all of the trust. These revocation rights are also referred to as "general powers of appointment".

Article Two - is a statement concerning basic trustee responsibilities of the successor trustee, if he serves during the settlor's (your) lifetime, regarding the administration of your assets for your benefit. When you (as settlor) are serving as trustee, trustee administration is more of a token formality than an actual function during your lifetime.

Article Three - concerns the payments to any valid creditors of the estate, including any estate tax due and costs due to last illness and administration of the estate after the death of the settlor.

Article Four - outlines the final distribution and administration of the trust estate which is the remaining property in trust after the death of the settlor. Instructions concerning the portions of the estate for final distribution to the beneficiaries, or to be held in trust for a particular time, are given in this Article.

Article Five - lists the person (you) presently appointed to serve as trustee and names the successor trustee(s) and describes the selection process of such appointees. The successor trustee(s) appointment is made effective upon certain contingencies which are: (a) resignation, (b) incapacitation or (c) death of the settlor. All appointments are, of course, subject to your change.

Article Six - concerns trustee administrative guidelines regarding property held in trust for beneficiaries who are not to receive an outright distribution. Also, this Article is a full definition of the parameters of the trustee's power and authority. Generally speaking, such directions given to the trustee are incorporating rules referred to as "prudent man" rules. These rules are in keeping with the Uniform Trustee Powers Act formulated under a uniform code which was adopted in most states. Unless directed otherwise, the successor trustee shall govern the trust assets (if the assets are to be held in trust after your death) as would a prudent man seeking to gain income, interest and dividends while preserving the principal.

Article Seven - outlines the basic procedures for the trustee's receiving insurance proceeds payable to him as a trustee/fiduciary. This Article will help expedite the payment of any insurance policy to be payable to the trustee (as a result of making the trust the beneficiary) as the insurance company is careful to not make any mistakes concerning payments to beneficiaries of their policies.

Article Eight - applies to legal descriptions, general governing provisions and definitions of trust law. Basically, these standards are recognized in general trust law and usually need not be changed unless you wish otherwise - example - you may not want reference to adopted children as *legal descendants* for the purposes of receiving an inheritance.

Article Nine - acknowledges the non-liability of separate parties such as transfer agents and the like who, absent from fraud, shall not be liable for any impropriety committed by any trustee of your trust.

Article Ten - allows the Certificate of Trust to be used in lieu of the trust itself when presenting evidence of (i) the settlor's duly appointed powers and (ii) the trustee's authority concerning the conveyances and transfer of assets from and/or to the trustee.

Article Eleven - is the trust identification Article. Occasionally, transfer agents want to know the name of your trust for transfer/retitling purposes although (legally) it is not necessary to use the name of the trust as a title owner. Only the name of the trustee and the date the trustee was proclaimed as trustee (UDT) are necessary for retitling purposes (although the trust name can be used also).

CERTIFICATE OF TRUST

This fourth section contains the Certificate of Trust which is a document containing certain provisions from particular Articles of the trust itself. So, we can refer to this instrument as an "abstract" of the trust. This abstract is complete with enough information taken from your trust to enable those who are transfer agents (brokers, bankers, account managers etc.) to legally, and without any liability on their part, transfer your property from you - to you as trustee - without (the agents) having to secure a complete copy of the trust. Remember that once the certificate is executed by your signature, you can continue to use a photo copy(s) of the executed certificate as an original.

SCHEDULES, LEDGERS & DEEDS

This fifth section contains transfer/funding related documents - Assignment of Tangible Personal Property, Quit Claim Deed(s), for transferring real estate property into your trust, Secured Realty Interest, etc. The Asset Schedule "A" - onto which you may list your titled assets (death benefits payable to trustee are listed on Schedule "D") funded into your trust are held in this section. Also included in this Section is the Locator Reference Ledger for use in maintaining a handy list of pertinent names and addresses of beneficiaries of your Trust.

ADMINISTRATIVE DOCUMENTS

This sixth section is a compilation of documents reducing or eliminating any need for future drafting of such documents thereby voiding any additional costs; they have *already* been created for you. Let's briefly discuss each one:

Relinquishment of Trusteeship (to successor trustee) is the document that you, as settlor, would execute in the event you wanted to *voluntarily relinquish your trusteeship to the successor trustee* whom you have already appointed in the trust.

Successor Trustee's Notice is the document that will be executed by the named successor trustee upon one of three of the contingencies occurring that would empower him with the right and authority to act as trustee. This Notice is to be used for fiduciary transactions as a trustee. It enables the parties, whom the successor trustee is transacting with, to know that he is now acting as trustee. This document would be used with one of any three documents viz - (i) Relinquishment of Trustee, (ii) Medical Certification or (iii) Death Certificate of the Settlor.

Successor Trustee's Declination is the document used by the appointed successor trustee if he desires to rescind his appointment by declining such appointment. The execution of this document would be sufficient proof of his declination. The trustee resignation can take up to 60 days, after the deliverance of the Notice, to become effective. Once trusteeship is *accepted*, however, it generally requires the majority vote of the beneficiaries to allow the trustee to resign from such duties in order for the resigning trustee to be indemnified against any liabilities.

Successor Trustee's Termination is the document you would execute in the event you decide to revoke the trusteeship of the (successor) trustee who may be serving at the present time (other than yourself) because of your earlier incapacitation or resignation. This makes it clear to all transfer agents that you, the settlor, are now serving as trustee of your own trust.

Amendment - Trustee Appointment Change is the document you would execute in the event that you change your mind about your appointment of the successor trustee whom you had appointed to serve in such capacity. Do not confuse this with the Successor Trustee's Termination document; that document applies to after the successor trustee has begun serving as trustee. This document applies to making the change *before* the successor begins serving. You would print in the name of the rescinded appointee under the paragraph of revocation and then print in the name of the person you are appointing to serve in lieu of the first appointee.

Amendment - Distribution of Assets allows you to make a (small) change in your trust describing the final distribution of your assets. Normally, you should seek professional help with this type of change in your trust. Nevertheless, a small change or alteration can be accomplished with this document and therefore you need not incur additional costs to draft an amendment for such a change/alteration.

Medical Certification(s) is the document which would be executed by your attending physician on your behalf to certify that, in his opinion, you are unable, because of mental or physical incapacities, to carry on the normal duties of trustee of your own trust. This document legally circumvents any requirements that you ever have to be adjudicated in a court of law as being incapacitated (providing your assets are held in this trust) and thus a court-governed conservatorship will be unnecessary.

DURABLE POWERS OF ATTORNEY

This seventh Section contains separate documents used for two different purposes viz: to (i) give another person the power to make fiduciary decisions, on your behalf, concerning any assets not funded into your trust at the time of incapacitation and to (ii) make medical decisions on your behalf in the event you are unable to do so:

Durable Power of Attorney Over Assets gives attorney-in-fact powers over your assets to the person you have named as agent therein. It is called a "springing power of attorney" in that it springs into effect when the contingency of incapacitation occurs (although you can elect to make it effective immediately). This enables the DPA agent, whom you have selected, to fund assets that have not been funded into the trust (for one reason or another) instead of the necessity of a court-ordered conservatorship over such assets in the event of your incapacitation.

Durable Agent Notice is to be executed by your appointed agent, but *only* at the time he is to begin acting on your behalf as your agent. The notice serves to notify, in writing - whom it concerns - that your agent has accepted the appointment and will carry out such duties.

LAST WILL & TESTAMENT

This eighth Section contains your will; however, it is better described as a Pour-Over Will. It is always used in conjunction with a RLT and its function is to convey everything (you may have forgotten to fund) into the trust at the time of your death. Such assets will go through probate first, however, unless they are minimal in value. Additionally, you may appoint guardians for your minor or incapacitated dependents and give any last instructions or statements in your Pour-over Will.

TRUST ASSETS & CORRESPONDENCE

This ninth (and last) section contains "retitling" letters (or other correspondence regarding the trust) which you can mail to respective agencies (transfer agents) for transfer of title or change of beneficiary of your various assets. There are other documents included in this section for other functions. Let's examine each document:

Request for Asset List & Retitling is a requisition letter to send to transfer agents, account managers, bankers etc. (transfer agents) requesting (i) a list of your assets as well as (ii) a change of title of your assets *from yourself to yourself as trustee*. Make as many copies of this letter as necessary for you to accomplish this matter. The letter is self explanatory to the agent and should assist you very nicely.

Request for Asset Retitling functions the same as the previously mentioned requisition letter but *without* a request for a list of your assets held on account with the firm.

Requisition for New Beneficiary Appointment is a requisition letter used to appoint the trust as the *primary* beneficiary of your life insurance or other payable-on-death assets.

Requisition for Contingent Beneficiary Appointment is a requisition used to appoint the trust (i.e. - the trustee) as the contingent beneficiary of your insurance policies etc. In the event the primary beneficiary does not survive you (and there was no contingent beneficiary alive) then the proceeds would go to be probated (beneficiary's estate) since such beneficiary would not be alive to receive the proceeds. Naming the trust as the contingent beneficiary will solve that problem if it came about.

Stock & Bond Powers are designed for retitling stock or bond certificates without having to actually sign the certificate itself. This precludes mailing the actual certificates. A Signature Guarantor (a member of the NYSE or commercial bank or trust company having its principal office or correspondent in New York City) must "guarantee" your signature. When the signed stock and/or bond powers are received by the transfer agent, they are attached to the certificate.

TRUSTEE MEMORANDUM

Introduction

NOTE: This memorandum is not intended for replacement of tax or legal counsel; it is provided as a basic guideline for the administration of a living trust.

This second section, containing the Trustee Memorandum, has been designed as a directive for trustee duties and functions to be performed at different administrative phases of your trust. It is not intended to take the place of professional assistance/advice. However, it is a helpful guide regarding general responsibilities of the trustee.

There are two different phases of trust administration for an unmarried settlor/creator of a trust, which are (1) administrative duties during the settlor's lifetime and (2) administrative duties after the settlor's decease.

There will be functions and duties for the trustee to perform that are unique to each phase. This section will help define the differences and identify the functions.

Trust law exists around the ability of one (the settlor) to bestow fiduciary responsibilities and duties on another (the trustee) who then accepts the obligations and carries them out. The Trustee Memorandum will be helpful to any person carrying out those important administrative functions.

This section is for instructional purposes only. There are no legal documents contained in this section and no documents to sign.

TRUSTEE MEMORANDUM



Sole-Grantor Trust

There are *three* personages in a Revocable Living Trust (RLT) - (i) settlor, (ii) trustee and (iii) beneficiary. This memorandum is a reference digest on the duties and functions of the trustee. There are two phases of trustee management/duties in a single individual RLT defined as follows:

PHASE ONE - DURING SETTLOR'S LIFETIME:

- Transferring / Funding of Assets -

A. Your RLT is in existence the moment it is executed by you, the settlor. In order to obtain the benefits of your trust, however, it is absolutely imperative to transfer (to fund) your assets *to the trustee*. That is what the name "living trust" implies - the trust is funded while the settlor is living. Different types of assets may require different procedures for funding; however, the final outcome must always be the same - to hold the assets as trustee. Remember that only those assets held in the trust (except for payable-on-death assets or right-of-survivorship property) will avoid formal and supervised administration - probate.

B. In addition to the requisition for retitling letters provided (in the last section of this *Portfolio*) for transferring assets to your trust, you should use the Certificate of Trust contained in Section Four; that is - have it available to present to the transfer agent if he needs it. By doing so, you are providing him with a document proving your power and authority to make such transfer which is a transfer from your present ownership status to your ownership status as settlor/trustee.

1. Assets you presently own which have a "certificate of title" certifying ownership (i.e. - real estate, bank accounts, stocks, bonds, mutual funds, limited partnerships, safe deposit boxes, etc.) should always have the title transferred or changed - from you to you as trustee (or to whomever is serving as trustee). Here is an example, which is used in this *Portfolio*, of how to title your assets --

JOHN SAMPLE, Trustee

SAMPLE FAMILY TRUST

Dated: (date of trust), 2016

a. Real estate held in your name must be funded into the trust with a quit claim deed that will transfer that certain piece of real estate property from you to the trustee.

b. Property that you are carrying paper on (example - deed of trust) is not transferred; however you must transfer the interest of that paper (the payments sent to you). Send a copy of the deed of trust and the conveyance document in your *Portfolio* (the Secured Realty Interest document) to the payor of the deed of trust and a requisition saying that from henceforth he is to send the payments to the trustee.

2. Assets without a certificate-of-title should have an "assignment" document (or bill of sale) assigning such asset to the trust. The Assignment of Tangible Personal Property document will accomplish that for you. Assets held in bearer form (certificate-less securities) should be kept in a safe deposit box titled to the trustee.

3. Assets such as IRA's, other qualified plans, annuities and life insurance policies which have a payable-on-death provision in the contract (i.e. - a named beneficiary to receive the assets at death of the insured) should name the trustee as either the primary or contingent beneficiary and be listed on Schedule "D".

- Administration & Duties -

C. During your lifetime you will have **complete and unhindered control** of the trust assets even if another is serving as trustee; at such time, the trustee has no significant responsibility (unless - you are not serving as trustee or you are incapacitated).

D. You, as settlor, will continue your own fiduciary duties basically the same as you did before you set up the trust with the exception that you would buy and sell as trustee; thus, transactions concerning your assets are accomplished as a trustee and not as an individual.

E. The IRS no longer requires a separate tax ID number for a RLT as long as the grantor/settlor is serving as trustee; simply report all income from trust assets on your 1040 just as before. If any transfer agent insists on a tax ID number for your trust, instruct him to read the retitling letter carefully and to use your social security (personal tax ID) number.

1. If the above criteria are not met then the trust becomes a taxable entity and a federal tax ID number must then be obtained by the filing of a SS-4 application form. Thenceforth, all income must be reported on a 1041 (fiduciary income tax) form.

2. Check with the state revenue office of your domicile concerning the filing of any fiduciary tax return regarding your living trust. Most individual state requirements are similar to the federal government.

PHASE TWO - UPON THE DEATH OF THE SETTLOR:

- Trustee Powers & Duties -

F. All trust assets should have a proper evaluation assigned to them when the need arises to file an estate tax return.

1. As of this writing, federal law requires that an estate tax return (706) be filed if the decedent's gross estate is at or over the exemption equivalent amount. However, it would be prudent to file if the gross estate is near the amount although lesser than value required to file. The exemption equivalent amount is the equivalent dollar value of the Unified Credit; a tax credit is a dollar for dollar reduction of a tax due.

2. The burden of proof is on the trustee to prove the value of trust assets for any estate tax due. Generally, for valuation purposes, the trustee must adhere to the "highest and best use" rule when giving valuations to property for estate tax purposes.

G. As a rule all trustee powers are set forth in the trust instrument. However, there are certain implied laws (Uniform Trustee's Powers Act) which may be utilized in the general administration of the trust. It is important to know that one of the trustee's duties is that preservation of principal (for assets being held in trust after your death) is a primary duty of the trustee; he must act in good faith toward the income beneficiaries and remaindermen.

H. The trustee may delegate ministerial duties (accounting etc.) to another but may not delegate discretionary authority and decision making unless the trustee formally resigns (Successor Trustee Declination document).

I. In your trust, the trustee can buy and sell between the trustee and the trust (unless drafted otherwise). This does not, however, allow for any self dealing if there is the possibility of detriment to the beneficiaries. Generally, the trustee may not commingle his property with that of the trust. Thus, proper record keeping is important.

J. The trustee has been given basic "prudent man" powers (unless you have determined otherwise) which allow him to invest in equities as well as debt securities. In general that means he is allowed to invest as a prudent man would in obtaining income and at the same time preserving the principal.

K. If there are losses to the trust because of gross negligence or impropriety on the part of the trustee or if the trustee fails to pay a death tax that was due, he could incur personal liability.

L. The successor trustee may use the Certificate of Trust the same as the settlor did for the purpose of transferring and transacting assets from or to the trust; the reason is that - at this point, the trustee must now assume legal title to the assets. In making disbursements to beneficiaries, the trustee must file a Successor Trustee Notice (and accompanying appendages) with the respective transfer agents in order to obtain assets in his name - as trustee - so that he may assume his appointment of trustee.

M. When a final distribution has been accomplished, the trustee has discharged himself from the duties of the trustee, provided, of course, that proper accounting, tax return filing etc. has been made.

N. The duties of an administrator of an estate (the personal representative) and the duties of a trustee of a trust (holding an estate in-trust) are usually quite similar, if not identical, in many cases. The following page will define some final actions that may be required by the trustee.

- Administrator Checklist -

THE FOLLOWING - is a guideline/checklist for the administrator of an estate. Administrator is a name used in generic terms for the purposes of this memorandum; by legal definition, however, such is a person granted court authority to act as a personal representative for a decedent transferring an estate intestate (i.e., having died without a valid Will - or a funded Living Trust). Generally the duties of an executor and trustee overlap. Usually the trustee is the same person as the executor. If they are not, then they must work together in accomplishing the goal of proper estate administration. Most of the following instructions are applicable in the administration of the estate at the death of the first spouse to die as well as for the successor trustee administration at the death of the surviving spouse:

- The executor/trustee should immediately secure trust property for transferring such to himself as trustee (the trustee will not be able to make transactions or distributions until title of such trust property has been properly vested to him). Funeral arrangements, or applicable proceedings, should be arranged if not previously made by the decedent and arrange for organ donations if the settlor or family expressed such a desire.
- As soon as possible the executor/trustee should locate known assets, remove contents of decedent's safe deposit box, apply for any Veteran's Administration benefits, file life and medical insurance, cancel all subscriptions etc.; have property appraised; and apply for an estate ID number (Form SS-4) if the trust is currently or will be paying out income and, if necessary, file an estate tax return (Form 706) for the decedent's estate.
- The executor/trustee should now consider selling certain assets where necessary and invest proceeds in liquid income-producing accounts (if prudence requires); consider administration and final medical expense deductions on a 1041 or 706; check for accumulation of pension/profit sharing benefits and life insurance payable to the trust estate.
- The executor/trustee should locate and list every insurance policy on the life of the decedent (regardless of who owns it - for the purpose of the 3 year inclusion rule) and check for any insurance policies on credit cards etc. Also, include a copy of any other trust of which the decedent may have been a grantor/settlor.
- Where applicable, the executor/trustee may reevaluate the estate by using the alternate valuation method and decide which date to use (date of death or 6 months later) on the 706 Form for final, property evaluation.
- The decedent's final 1040 is to be filed by the 15th of April of the year following the year of death; within nine months of death the 706 must be filed, if necessary; filing of any outstanding gift tax returns must be done; any tax due must be paid.

NOTICE: Our processing office now offers easy-to-use ESTATE SETTLEMENT SERVICES, online; please contact our office for more information if estate settlement assistance is needed.

~ REVOCABLE LIVING TRUST ~

Introduction

This third section contains the centerpiece of your Estate Planning Portfolio – the Revocable Living Trust. It includes provisions and language designed from the information you have entered in the Data Gathering Questionnaire. This trust is completely under your control (see Article One). You can transfer your assets back out of your trust just as easily as you can transfer your assets in. Below are descriptions of Articles (of your Trust) that you should review first.

Article Two provides the guidelines for trust administration during your lifetime. Theoretically, this is applicable only when you are no longer serving as trustee as you have no guidelines for administration that you, serving as your own trustee, must adhere to.

Article Four describes the final distribution of the Trust Estate at your death. Read this Article through carefully to be sure it conforms to the distribution format you want. Article Six is a continuation of Article Four concerning the administration of the estate. **Article Six** determines how the estate will be administrated for any beneficiary who would not receive his/her share immediately because of age or dependency limits.

Article Five confirms your declaration that you are serving as trustee as stated in Article One. It also names the appointees that you have selected to serve as successor trustee(s). Article Five mandates the contingencies that must occur before the successor trustee is to assume administrative responsibilities.

Article Eleven gives the name of your trust. Some transfer agents may want to know the name of your trust (not just who the trustee is) when instructed to transfer your assets to your trust.

REVOCABLE LIVING TRUST



This Revocable Declaration of Trust acknowledged and referred to as the –

SAMPLE FAMILY TRUST

Dated: January 25, 2015

is hereby created and entered into by **JOHN SAMPLE** being domiciled in the County of Maricopa, State of Arizona, hereinafter referred to as the "Settlor/Creator" of this Trust and appointed himself as the (original) "Trustee" of this Trust, on this day being the date identified above. *Any Restatement of Trust application(s) with respect to this Declaration of Trust shall be acknowledged on a separate, attached document.* **This Declaration of Trust shall have full force and effect if/when “electronically signed” by the Settlor – through MLCP’s “ESIGN” applications – in the same and lawful manner as it would if physically signed in the presence of a Notary Public. Additionally, per the (U.S. Constitution Article IV, Section 1) full faith and credit clause acknowledging Settlor’s right to optimize ANY beneficial trust tax treatment that may be available to the extent allowable under state law (for a non-grantor trust) and to ensure the promotion/enforcement of the express intent and meaning of this Declaration, this Trust shall be deemed to be governed by the laws of the state identified as the situs of the Corporate Trustee named herein.**

RECITALS

- Declaration of Property Ownership -

A. The Settlor has transferred certain property to Trustee with the signing of this Trust may list all of his property to be held in this Trust on Schedule "A" (attached) and/or Settlor’s **Asset/Inventory Ledger** located in the (Client Console) MLCP Funding Kit section.

B. The Settlor may list all of his tangible personal property on a separate schedule made a part hereof in which he hereby directs that, at his death, Trustee shall (first) distribute and deliver such property to the persons described in such schedule referred to as the "Chattel Schedule". Any such distributions shall not be deemed as a part of the recipient’s portion of this Trust Estate as prescribed in Article Four and the remainder Trust Estate – remaining after any such “Chattel” distributions – shall be distributed as per Article Four.

C. The Settlor decrees that all property transferred and/or assigned to Trustee is to be administered and distributed as provided in this Declaration of Trust.

ARTICLE ONE

- Reservation of Rights -

The Settlor reserves the following rights to be exercised at any time during his lifetime without the consent or participation of any other person:

A. To amend this Trust, in whole or in part, or to revoke this Trust declaration in its entirety by a writing of Notice to Whom It May Concern or similar document.



B. To add any other property by transferring such property to Trustee, which property shall be described in a receipt signed by Trustee, and to add any other property by his will. Trustee shall administer and distribute any such property as if it had been a part of the original Trust assets.

C. To redirect and make payable to the (successor) Trustee of this Trust proceeds from all “payable on death” (POD) assets owned by the Settlor including life insurance, annuities, IRAs, qualified and non-qualified retirement plans and other like sources and to duly authorize said Trustee to act on behalf of Settlor, upon his decease, in executing any necessary beneficiary designation forms to accomplish this end.

1. This retained redirect power (above) shall additionally apply without limitation or restriction to any/all POD asset(s) that may be listed on Settlor’s Asset/Inventory Ledger *located in the MLCP Client Console Funding Kit section* wherein Settlor expressly states that the above (re)directive supersedes any beneficiary designation previously contracted by Settlor **with respect to any asset listed on said Asset/Inventory Ledger located in the MLCP Client Console Funding Kit section** having proceeds payable upon Settlor’s decease.

2. For this decreed redirect application, Settlor hereby expressly exonerates and absolves any perceived liabilities or implied obligations for and concerning third-party-vendor account holders complying with this retained redirect power on behalf of Settlor.

D. To receive accounts from any other Trustee, in association and with this Trust declaration (or the personal representative of any deceased Trustee), which are to be added to this Trust Estate. The Settlor's approval of these accounts by writings delivered to any other Trustee of this Trust, other than himself, shall cover all transactions disclosed in these accounts and shall be binding and conclusive as to all persons.

E. To direct any Trustee as to the retention, acquisition, or disposition of any Trust assets by a writing delivered to such Trustee. Any assets retained or acquired pursuant to such directions shall be retained as a part of this Trust Estate unless otherwise directed by the Settlor in a like writing so delivered. Trustee shall not be liable to anyone for any loss resulting from any action taken in accordance with any such direction.

F. To examine the records of any Trustee, appointed hereby whose administration relates to this Trust or any Trust Estate created hereunder.

G. Notwithstanding the provisions of this Article, the duties, powers, liabilities and compensation of Trustee shall be materially changed or altered only by Settlor's written notification to Trustee.

H. Upon either (i) Settlor’s mental incapacitation as determined by an attending physician as described in Article Five of this Trust or (ii) Settlor’s death, this Trust Declaration shall become irrevocable and shall not be subject to amendment or change.

ARTICLE TWO

- Administration During Settlor's Lifetime -

Trustee shall hold and distribute the principal and income of the Trust Estate (during the Settlor's lifetime) as follows:

A. Trustee shall pay to the Settlor, or in accordance with the Settlor's instructions, such portions of net income and principal as directed in a writing (or otherwise) delivered to Trustee.

B. If not otherwise instructed as per the above paragraph, Trustee shall pay to the benefit of the Settlor, such portions of net income and principal as Trustee, in Trustee's discretion, deems necessary or advisable to provide for the Settlor's health, education, care, comfort, support, maintenance and general welfare.

C. The Settlor may withdraw all or any portion of the Trust assets at any time by written request filed with Trustee.

ARTICLE THREE

- Creditor Payments / Tax Elections at Settlor's Death -

The remaining Trust assets not effectively disposed of by the preceding Article Two (supra) shall be allocated, administered and distributed by Trustee upon the death of the Settlor as follows:

A. To pay all federal and state tax obligations that will become due at such time of death or six months later.

B. To pay all expenses of any last illness and funerals, valid debts and expenses of administering the estate.

C. It is the purpose and intent of the following of this Article that, so far as is practical, any estate taxes paid shall be paid out of the Settlor's entire estate whether passing by this Trust instrument or outside of this Trust instrument concerning property over which the Settlor possessed a general power of appointment, before distribution to any beneficiary.

1. If estate (or income) tax or any part thereof is paid by, or collected out of, that part of the estate passing to or in the possession of any person other than the Executor and/or Trustee, in its capacity as Executor and/or Trustee, such person shall be entitled to reimbursement by Trustee (or Executor) out of any part of the Trust Estate, or otherwise, still undistributed. Such reimbursements may be by a just and equitable contribution by the persons whose interest in the estate of the Settlor would have been reduced if the tax had been paid before the distribution of the estate or whose interest is subject to equal or prior liability for the payment of taxes, debts, or other charges against the estate.

2. If any part of the gross estate on which estate tax has been paid consists of the value of property included in the Settlor's gross estate under IRC Section 2041, Trustee or Executor shall be entitled to recover from the person (or persons, prorata if more than one recipient) receiving such property by reason of the exercise, non-exercise, or release of a power of appointment, such portion of the total tax paid as the value of such property bears to the taxable estate.

3. If any part of the gross estate consists of property the value of which is includible in the gross estate by reason of IRC Section 2044, relating to certain property for which any marital deduction was previously allowed, Settlor's estate shall be entitled to recover from the person receiving the property the amount by which the total tax which has been paid exceeds the total tax which would have been payable if the value of such property had not been included in the gross estate.

4. Trustee may exercise all of the foregoing elections and any others available under any tax law, to obtain, to the extent practicable, both the optimum reduction in Settlor's estate taxes and in the income taxes estimated to be payable by Settlor's estate, this Trust, the beneficiaries of both, any business interests in the Trust Estate and the optimum deferral of all of those taxes.

a. Trustee may make adjustments between income and principal accounts and to allocate the benefits from any election among the various beneficiaries of this Trust.

b. Trustee may compensate for the consequences of any election that Trustee believes has had the effect of directly or indirectly preferring one beneficiary or a group of beneficiaries over others.

5. All such foregoing elections and adjustments shall not, however, diminish any portion that would create an adverse taxable event to the Trust or beneficiaries hereunder and no Trustee who is a beneficiary of any Trust created hereunder shall participate in any decision regarding whether or not any of the foregoing elections, allocations or adjustments shall be made with respect to such Trust if such decision could affect the Trustee's interest in such Trust or Trusts.

6. Notwithstanding the above, any assets that are to be distributed as a specific allocation/distribution - to a certain beneficiary(s) of this Trust Estate - shall not be used, nor the value thereof, to pay expenses of this Trust Estate as described in this Article. *Notwithstanding, any mortgage, lien, or encumbrance on a specific devise to a certain beneficiary shall NOT BE EXONERATED, or charged against the Trust Estate, or paid by the Trustee prior to distribution but shall rather be included in any such specific allocation – unless otherwise prescribed hereunder.*

ARTICLE FOUR
- Trust Estate Distribution at Settlor's Decease -

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UPON SETTLOR'S DECEASE, the Trust Estate shall be allocated, administered and distributed by Trustee under the terms prescribed as follows:

A. The charitable organization identified below by its name and mailing address (as of the origination date of this Trust) shall first receive – outright and for its general use – a sum cash distribution in the amount of:

\$10,000

(Charitable Amount)

American Cancer Society

(Designated Charity's Name)

Washington, DC

(Designated Charity's Mailing Address)

B. The remainder of the Trust Estate – remaining after the charitable allocation prescribed above (if any) – shall be distributed EQUALLY to:

JAMES J. SAMPLE & JANE J. SAMPLE-SMITH

C. Contingent Distributions. If any beneficiary named above does not survive the Settlor then such deceased beneficiary's portion shall be distributed EQUALLY TO HIS (HER) SURVIVING LEGAL CHILDREN/ISSUE, per stirpes / by right of representation. If any such named beneficiary does not survive the Settlor and leaves no surviving children/issue, in such case, then that decedent beneficiary's portion shall be distributed equally to the other surviving beneficiaries named above (or as may otherwise be defined in Paragraph “G” / Specific Trust Directives section, below).

D. If the Specific Directives section – Paragraph “G” (page 7) – identifies specific asset allocations to be made from this Trust, then the distributions referred to there shall be deemed to be allocated PRIOR TO the allocations/distributions, if any, prescribed in Paragraph “B” (page 5).

1. In such case, the allocations defined in Paragraph “B” shall be calculated as portions of the REMAINDER Trust Estate, remaining AFTER those particular distributions prescribed in the Specific Directives section.

2. If the beneficiaries listed in the Specific Directives section are to *collectively receive a one hundred percent (100%) portion* of the Trust Estate then the Specific Directives section shall be deemed as the (sole) DISTRIBUTION LEDGER of this Trust.

E. If there is any beneficiary identified in the Specific Directives section who does not survive the Settlor then such decedent person’s portion shall be allocated to the other beneficiaries listed in the Specific Directives (if any) *in prorata portions of the aggregate percentage of the Trust Estate* unless otherwise specifically identified therewith or by any valid amendment or addendum to this Trust.

F. Notwithstanding the above, in the event that any beneficiary of this Trust is then a debtor to the Settlor, the following shall apply:

1. The share of such indebted person – expressly authenticated by a written instrument – shall be decreased by a formula amount equal to the total outstanding debt(s) such person owed to the Settlor.

2. Such amount shall then be multiplied by a percentage that corresponds to the percent of the total Trust Estate – including the value of the debt(s) owed to Settlor – that such indebted person is not entitled to receive which shall be referred to as the *percentage amount*.

3. The formulated *percentage amount* shall be subtracted from such indebted person’s share and added prorata to the portion(s) distributable to the other beneficiary(s) who are then living.

NOTICE: Use space below to identify specific allocation terms of this Trust NOT OTHERWISE IDENTIFIED in Paragraphs “A” and/or “B” for specific distribution and/or other administrative terms. The (SFQ) Specific Directives Apps Table has been designed to also use directly with the functionality of this Paragraph “G” section.



G. **SPECIFIC DIRECTIVES.** The following shall apply as to specific administrative and/or allocation terms of this Trust (not otherwise provided herein). Allocations to any beneficiaries named in this Specific Directives section – whether in cash and/or in kind and/or in unequal percentage amounts – shall be deemed as being allocated PRIOR TO the equal-share distribution terms defined in Paragraph “B” (page 5) of this Article. In addition, any non-allocation terms that may be prescribed in this Specific Directives section shall apply notwithstanding any terms to the contrary in any other sections of this Trust:

– Specific Trust Directives –

Notwithstanding any other allocation/distribution terms prescribed herein to the contrary, the beneficiary allocations prescribed in Article Four, Paragraph "B" shall be held entirely IN TRUST only as a Designated Unitrust Account (DUA) whereof each beneficiary shall each receive a FIVE PERCENT (5%) unitrust interest therefrom, as valued annually, from income first and then principal (if necessary), in convenient installments, but not less frequently than QUARTERLY, throughout their respective LIFETIMES. Each beneficiary may also receive, in the sole discretion of Trustee, distributions of principal from his/her respective DUA portion to help meet expenses relating to their respective health, education, maintenance & support needs. Upon the decease of a respective beneficiary, Trustee shall make payments for any expenses relating to the last illness, funeral, cremation or any other like expenses of that beneficiary not otherwise paid and then allocate the remainder of his/her DUA portion as otherwise per the terms of this Article (as though such beneficiary did not survive the Settlor).

– End of Specific Directives –

H. The following identified person(s) has/have been intentionally disinherited and is/are not to receive any portion(s) of this Trust Estate under any conditions:

I. Unless otherwise provided herein, Trustee shall administer those portions or shares of this Trust Estate allocated to any beneficiary named in this Trust at the time of Settlor's decease as per the terms prescribed in *Article Six (infra)*.

J. If the foregoing provisions fail to provide for the distribution of any portion of this Trust Estate then such property, to the extent not distributed as per this Article, shall be distributed outright to Settlor's *lawful heirs-at-law who are then living*.

ARTICLE FIVE

- Trustee, Trust Protector, & Investment Advisor Appointments -



A. SETTLOR RESERVES THE POWER to remove any Trustee and to appoint other or additional Trustees not presently named as alternate Trustees and may elect to appoint a Co-Trustee to serve with him.

B. Settlor shall serve as Trustee until (i) he resigns by a statement in writing addressed to (the successor) Trustee or (ii) he is expressly diagnosed by his attending physician as being impaired beyond having the ability to manage his administrative and fiduciary affairs of this Trust or (iii) his death.

C. Upon Settlor/Trustee's (i) resignation or (ii) his inability to serve because of a condition causing impairment of administrative abilities (as evidenced by a medical certificate from his attending physician) or (iii) his death, **JAMES J. SAMPLE** (Creator's Son) shall serve as Trustee. If **JAMES J. SAMPLE** is unwilling or unable to serve then **JANE J. SAMPLE-SMITH** (Creator's Daughter) shall serve as Trustee of this Trust.

D. If there are no Successor Trustee Appointees named above who are willing or able to serve as Trustee then the (successor) **TRUSTEE APPOINTEE(S)** identified in the Specific Directives section of Article Four (if any) shall serve as Trustee(s) of this Trust. If there are no appointed Successor Trustees, whatsoever, who are willing or able to serve as Trustee then **DUNHAM TRUST COMPANY** (Nevada Corporation) shall serve as Trustee of this Trust.

E. Settlor may appoint a **Trust Protector** with respect to this Trust, and any Trust created hereunder, as may be identified in the **Specific Directives Section** of Article Four. If Settlor does not appoint a Trust Protector then only a unanimous vote of the surviving vested beneficiaries of this Trust (or their guardians) may appoint a Trust Protector in writing. The Trust Protector shall have the right to *direct the Trust Investment Advisor's exercise* of all of the investment powers enumerated in this instrument or provided by law, including, without limitation, voting proxies and cash management. *The Trust Protector shall not act as Trust Protector of this Trust until the incapacity or death of the Settlor.*

1. The Trust Protector may remove any Trustee appointed hereunder other than an “irrevocable” Corporate Trustee appointee subject, however, to the provisions that may be prescribed in this Article (above).

2. The Trust Protector may exercise decisions in a fiduciary capacity and in a way that the Trust Protector reasonably believes to be in accordance with the purposes of this Agreement. The Trust Protector shall not be under any duty to inquire into or ensure the performance by the Trustee of its duties and shall not be liable for any loss to such Trust (unless such loss results from actions in bad faith or the willful misconduct of the Trust Protector).

3. The Trust Protector shall have no duty to monitor the conduct of [e.g., the Investment Advisor or the Distribution Advisor, if any] and shall not be liable for any exercise or failure to exercise the powers granted herein – unless such loss results from actions in bad faith or are a result of the willful misconduct of the Trust Protector.

4. The Trustee shall not participate in or have any liability for the selection of the Trust Protector. The Trustee shall not have any duty to seek any direction or action from the Trust Protector. While a Trust Protector is serving, the Trustee shall have no responsibility to monitor the performance of the Trust Protector or to replace the Trust Protector.

5. The Trustee shall have no duty to communicate with, warn or apprise any beneficiary or third party concerning instances in which the Trustee would or might have exercised the Trustee's own discretion in a manner different from the manner directed by the Trust Protector.

F. Settlor may appoint a **Trust Investment Advisor (“TIA”)** with respect to this Trust as may be identified in the **Specific Directives Section** of Article Four. The provisions, powers and authority concerning the appointment of the above-identified Trust Investment Advisor is expressly described in Article Six; the death or disability of the Settlor shall not alter the appointment or provision(s) of the Trust Investment Advisor designation.

1. Notwithstanding, any provision to the contrary, at any time the Settlor is acting as the Trustee then the Trust Investment Advisor (TIA) shall not act as the TIA of this Trust, in such case, until the incapacity or death of the Settlor unless otherwise so designated – in writing – to serve as the TIA, notwithstanding. Conversely, the named TIA may act as the TIA when the Corporate Trustee (named above) (or any other “successor” Trustee) is then serving as Trustee – unless otherwise so designated.

2. If a Trust Protector is not appointed by the Settlor by the time of his decease then the identified Corporate Trustee of this Trust shall appoint a TIA, including any entity(s) affiliated with the Corporate Trustee, in its unhindered discretion.

(Settlor/Trustee Resignation or Incapacitation Terms & Definitions)

G. If, at any time, the Settlor has been replaced as Trustee because of a voluntary relinquishment of his trusteeship or by incapacity, he may reestablish his trusteeship by executing an affidavit or notice of the Trustee's termination and a physician's notice declaring his recovery if incapacitation had been (before) declared by a physician.

H. In the event of incapacitation of the Settlor, as defined in this Article (supra), the Settlor's State of *current* domicile – or, if applicable, the State selected to govern the provisions of this Trust instrument by Trustee election – has as a requirement that *two (or more)* physicians must execute an affidavit in determining a person's legal incapacitation declaring that such person is unable to attend to his own fiduciary affairs because of his mental or physical condition, then the laws and statutes thereof shall prevail concerning such requirement.

1. Trustee shall, in such case, secure two or more medical opinion letters concerning Settlor's inability to serve as Trustee.

2. Trustee and transfer agents may deem the opinion letters as the required "certification of incapacitation" concerning Settlor's existing condition.

ARTICLE SIX

- Trustee / Fiduciary Powers & Provisions -

The powers hereby granted to Trustee may be exercised during the term of any Trust hereunder, and during such time after the termination of any such Trust as is reasonably necessary to distribute the Trust assets (Trustee shall have all powers conferred by law to the extent not inconsistent with those stated in this document). All of the powers and provisions are exercisable without any court authorization or approval to wit:

A. DISPOSITIVE POWERS

1. Disposition of Vested Assets. UNLESS OTHERWISE SPECIFIED IN ARTICLE FOUR (and/or in an Addendum hereto), Trustee shall distribute the apportioned vested shares of principal to each beneficiary (as named herein) provided such beneficiary(s) has attained the age of *twenty-one (21)* years or older and is not legally incapacitated. If any property of this Trust becomes distributable to a beneficiary(s) who has not attained such age or is legally incapacitated, the income (and principal, if needed) of such assets shall, *unless otherwise prohibited in this Trust instrument or by Amendments attached hereto*, be used and distributed, in Trustee's unhindered discretion, for the general purpose of such beneficiary's - (a) health, (b) education, (c) maintenance and (d) support - because of which, through no fault of his/her own, such beneficiary is unable to provide for himself/herself - as follows:

a. Trustee may, in its discretion, distribute portions of income (and principal, if needed) of such beneficiary's assets and/or asset account directly to such beneficiary; Trustee may distribute any *remaining* assets to such beneficiary if the total value of such assets is not large enough to require administration of such herein or if the total market value of the Trust Estate is \$100,000.00 or less or for any other valid and prudent reason that would effectively apply at such time.

b. Trustee may, in its discretion, distribute from the Trust Fund of a beneficiary - who is a minor or an incompetent or a person whom Trustee deems to be unable, wisely or properly, to handle funds if paid directly to such beneficiary - to (i) any person or organization providing support for such beneficiary, (ii) the natural guardian or legally appointed guardian, conservator or other fiduciary of the beneficiary or (iii) a combination of both; notwithstanding, Trustee is to make all disbursements forthright for any necessities of guardianship proceedings that may apply to any beneficiary herein.

c. Trustee may distribute such assets to the beneficiary's custodian under provisions of IRC Section 2503 and the Uniform Gift to Minors Act or Uniform Transfers to Minor Act as applied under statutes of state-of-administration of this Trust or to his guardian.

d. Unless otherwise disposed of herein, if such beneficiary dies before receiving final distribution then Trustee may distribute the remaining Trust assets to such beneficiary's estate including paying any expenses of his/her last illness, funeral or cremation.

e. Trustee shall not be charged to inquire into the application of any funds so paid or applied (above) and the receipt of such payee, if disbursed for such purpose in the best judgment of Trustee, shall be deemed to be full indemnification against liability to Trustee concerning such transaction(s); notwithstanding, Trustee may, in its sole discretion, require such reports and take such measures as it may deem requisite to assure and to enforce the due application of such monies for the purposes aforesaid.

f. If there arises any conflict for Trustee concerning this Paragraph 1. et. seq., as it relates to unfavorable powers of appointment, wherein such discretionary power to distribute may impute any principal of this Trust into his/her taxable estate that otherwise would not be imputed, then Trustee shall appoint an Independent Trustee to carry out such fiduciary provisions that may otherwise impute unintended "ownership of Trust principal" to Trustee.

2. Merger of Trusts. Trustee may merge the assets of this Trust or any Trust created hereunder with those of any other Trust, by whomever created, having the same beneficiaries and substantially the same terms and if there is disparity in the maximum duration of the Trusts so merged, the shortest maximum duration shall control.

3. Discretionary Termination. Trustee may terminate any Trust created by this declaration, whenever such termination is deemed advisable by such Trustee, by distributing the assets to the beneficiary to whom income may then be distributed, or if more than one beneficiary, to any beneficiary in such amounts and proportions as Trustee deems advisable.

4. Outright Distribution. If income or principal of this Trust is, by the terms of this declaration, to become part of any Trust or Trust share and would be immediately distributable, such income or principal may be distributed by Trustee in exactly the same manner as provided in this Trust or Trust share without requiring such Trust to be established.

5. Elections of Benefit from Qualified Plans. If benefits from any qualified pension, profit sharing or retirement plans that can be exempt from taxation under Section 2039 of the Internal Revenue Code are payable to or receivable by Trustee, Trustee shall have the power, in his sole discretion, to exercise all options or elections relating to such benefits.

B. ADMINISTRATIVE POWERS

1. Retention of Assets. Trustee may retain any asset, however acquired, for as long as it deems advisable, even if its retention results in a lack of diversification.

a. Notwithstanding, if the Trust Estate is then holding "open" financial market positions – such as day trading, options trading, commodities and futures trading – generally deemed as "high beta" positions then the Trustee, or the appointed Trust Investment Advisor of this Trust (as may be applicable), shall closely monitor any such positions in relatively the same manner as was previously and customarily done by the Settlor during he lifetime.

b. If the Trustee, or the Trust Investment Advisor of this Trust (as may be applicable), is then unable to monitor the financial markets in such prescribed manner so as to avoid or at least mitigate related, undo losses that may occur from any such open, high beta positions then Trustee or the Trust Investment Advisor (as may be applicable) shall either close or otherwise reasonably hedge all such high beta positions in a prudent manner, as soon as possible.

2. Property Transaction. In the interest of the Settlor and the beneficiaries of this Trust Estate and to facilitate equitable prudence, within the provisions of this Trust, Trustee may sell, exchange, mortgage, lease, convey, encumber, pledge, hypothecate or otherwise dispose of any real, personal or other property to any person, entity, beneficiary or agent or to a Trust or estate of which such Trustee is also a fiduciary, including this Trust Estate.

3. Investment Purchasing. Trustee may purchase (as an investment for this Trust Estate) assets belonging to any Trust created by the Settlor's will or any other declaration; or lend money to this Trust Estate or to any other such Trust without personal liability of the fiduciaries thereof for repayment of such loans. Any such investments or loans are to be made at prices (upon such security, if any) and terms as may be satisfactory to Trustee; Trustee may make such investments or loans even if he is also an executor of the will or a Trustee of such other estate.

4. Investment of Assets. The Trustee – and/or the Trust Investment Advisor (TIA) as is defined in this Trust and as applicable – may invest (or reinvest) any assets of this Trust Estate, which it deems advisable, without improper limitation by any statute, rule, law, or regulation limiting the investment of funds by corporate or individual fiduciaries.

a. Trustee may invest in equity funds, as well as debt securities, and may delegate investment functions or combine assets. The Trustee or Trust Investment Advisor shall have no duty to diversify investment of the original principal or any addition thereto retained pursuant to the provisions of this Article.

b. For purposes of determining diversification of the trust's investments only, the investments held by any entity in which the trust holds an ownership interest of a class of which is not publicly traded shall be deemed to be owned directly by the trust prorata in accordance with the trust's interest in the entity and as may be applicable in the course that this Trust may be administered, from time to time, under the laws of the deemed state situs of this Trust, any fiduciary serving hereunder is additionally authorized to invest in "affiliated investments" as that term is defined under such state law.

5. Nominee Trusteeship. It is allowable for Trustee to hold securities or other assets of this Trust Estate in its own name, with (or without) disclosure of fiduciary capacity, or in the name of a *nominee trustee* appointed by the Trustee, or in bearer form. When multiple Trustees are serving, a single Trustee may deposit and withdraw funds from bank accounts, authorize transactions regarding the Trust's securities and endorse stock certificates when all other Trustees then serving have given written authorization to do so. Such authorization may be given in the signature cards or other documents establishing a bank or securities account.

6. Depositing of Cash. Trustee may deposit cash into the commercial or savings departments of any corporate fiduciary or of any other bank or Trust company.

7. Borrowing Monies. Trustee may borrow money for purposes he deems prudent and advisable, for the benefit of interested persons of this Trust Estate, from any source including those that he may have personal interests in.

8. Asset Allocation of Principal and Income. Allocations between principal and income may be made, in Trustee's discretion, of all receipts and disbursements, including receipts of estate assets received or accrued during estate administration, in any manner that will not result in the loss of any available estate tax deduction. Trustee may, but need not, create reserves out of income for depreciation, obsolescence, or amortization of properties.

9. Division of Assets for Distribution. Trustee may divide the Trust, to determine values, to distribute like or unlike assets to different beneficiaries or Trusts and to make distributions in cash or in kind, in divided or undivided interests; provided that any assets allocated in kind in satisfaction of any pecuniary gift shall be valued at fair market value of such asset on the date of such allocation.

10. Direct Payments for Support. Trustee may make all payments of income or principal authorized hereunder directly to the beneficiary for support, and, in the case of a beneficiary(s) who is(are) a minor or under other legal disability, all such payments (and any distributions of tangible personal property) may be made directly to the beneficiary(s).

11. Litigation Rights. Trustee may settle, compromise, submit to arbitration or litigate claims in favor of or against the Trust.

12. Ascertainment of Tax Deduction Elections. Trustee may contest, settle or compromise all tax matters, to elect to claim any expense of this Trust as an income tax deduction or as an estate tax deduction, and to make any other elections authorized or permitted by law all without reimbursement or adjustment between principal and income or in favor of any beneficiary, even if the elections directly affect the value of any beneficiary's share.

13. Employment of Professional Assistance. Trustee may employ agents, lawyers, investment counsel, accountants and others (even if they are associated with a Trustee), and to delegate both ministerial and discretionary powers and duties to such persons with liability only for reasonable care in their selection, and to place assets in an account with a trust department of a bank they select, furnished by them without independent investigations and to pay them reasonable compensation. Additionally, an "Affiliated Entity" may receive compensation for services it renders to one or more mutual funds and common trust funds in which the trust invests and of which the Affiliate is an investment advisor, transfer agent, principal underwriter, distributor, administrator or custodian. An affiliate may receive compensation from the principal underwriter in which the trust invests.

a. In addition to the above considerations Trustee is also authorized to delegate and employ attorneys, accountants, investment managers, specialists and such other agents/experts (as Trustee deems necessary or desirable) to perform ministerial duties including the appointment of an investment manager(s) to manage a portion or all (as Trustee delegates) of the assets of this Trust - thereby empowering said manager(s) the right to (i) invest such assets in their full and complete discretion, (ii) acquire and dispose of such assets, and (iii) charge any fees incurred by the employment of said agents and/or managers against the Trust with liability only for reasonable care in their selection even if such agents are affiliated with Trustee, and to place assets in an account with a trust department of a bank.

b. Trustee may engage any corporation or other entity affiliated with any Corporate Trustee serving hereunder or any other entity or person to provide services to any trust hereunder, including, without limitation, as custodian, transfer agent, registrar, sponsor, underwriter and/or distributor, and to pay or receive compensation for any such services from trust property without reduction of any reasonable compensation paid to the Corporate Trustee for its services as Trustee, unless otherwise noted on its published fee schedule.

c. At any time or times if there is no Trust Investment Advisor (TIA) serving hereunder, the Trustee of any trust hereunder may, in its uncontrolled discretion, employ investment counsel for any trust created hereunder. Trustee may consult with said counsel while so employed with respect to all matters concerning the investment of the trust assets and/or may delegate to said counsel all or any portion of its powers, authorities and discretion relating to the retention, sale or purchase of trust property.

d. Should Trustee choose to delegate said powers, authorities and discretion to said counsel, Trustee shall not be liable for any losses or other consequences resulting from the investment policy, investment advice or investment decisions of said counsel or from any action taken by or inaction of said counsel. Trustee may pay said investment counsel reasonable compensation for its services while so employed and charge any such payment as an expense of administering this Trust.

14. Latitude of Trustee Power. Trustee may exercise every other power (within the limits of discretion of a prudent man) not specifically granted by this declaration that may be necessary to enable him to create, continue, operate, expand or change the form of individual proprietorship, partnership, joint venture, corporation or other business in conjunction with this Trust including:

a. The power to invest in any kind of property real/personal including interest of shares in common Trust funds, mutual funds or open end or closed end investment funds.

b. The power to subdivide, raze, alter, vacate, partition, or release real estate and any or all improvements thereon to renew, amend, change, modify or extend leases, contract to make leases, grant options to lease, renew leases or to purchase the whole or any part of the reversion, to contract regarding the manner of fixing present or future rentals, and grant easements or changes of any kind on or with respect to such real estate.

c. The power to continue to hold and invest in, or otherwise contract to acquire any right, title or interest, real or personal, in oil, gas or other mineral property, wheresoever located, whether or not productive, including all fractional or undivided rights for whatever term of interest, royalties payments, together with all options and privileges relating in any way to the exploring, drilling, mining, developing, completing, operating, improving and financing of oil, gas and other mineral property.

d. The power to receive, retain indefinitely or invest in any interest in any holding company, family investment company, general or limited partnership, proprietorship, closely held corporation or other businesses; to rely upon the audited or un-audited reports of Certified Public Accountants as to the operations and financial conditions to any such business; to elect, employ and compensate regarding any such business and to delegate to others the power to perform such acts.

15. Executing Instruments for Administration. Trustee may execute and deliver all instruments that will accomplish or facilitate the exercise of the above powers and duties and to perform all other acts necessary or advisable to administer the Trust.

16. Separate Shares Management As A Unit. Trustee need not make a physical segregation of assets when dividing the Trust into shares, but may allocate undivided interest in property to such shares by an accounting procedure or may allocate different properties thereto and may administer the assets of all shares as a unit until such time as Trustee is required to make distribution. In such event, separate accounts must be kept for each Trust Estate and each share must be treated as a separate Trust for all purposes.

17. Risk Investments. Trustee may invest in options, futures or commodities and hold Trust securities in brokerage margin accounts if, in its discretion, such investments or holdings would seem prudent. Absent gross impropriety, Trustee shall not be held liable for any loss occurring as a result of such investments or holdings.

18. Insurance Premiums. Trustee may pay all premiums on any life insurance owned by this Trust (at Settlor's death) for the duration of the policy contract unless otherwise specified in this instrument.

C. ADMINISTRATIVE PROVISIONS

1. Undivided Retention. Trustee may hold and retain the entire principal of this Trust Estate until distributions will necessitate the actual division. Trustee may hold, manage and invest in account for any subtrust created hereunder by this Trust declaration by appropriate entries on books of account and may allocate to each share its proportionate part of all receipts and expenses provided however that the carrying of several Trusts as one shall not differ the vesting in title or the possession of any share or part thereof.

2. Prorata Distributions. Trustee may make prorata distributions to any subtrust created under the provisions of this Trust declaration whether for distributions to the Settlor's beneficiaries or for portions held in Trust for such beneficiaries.

3. Waiver of Bonds. No bond or other indemnity shall be required of any Trustee nominated or appointed hereunder.

4. Waiver of Court Jurisdiction. The Settlor expressly waives any requirement that any Trust be submitted to the jurisdiction of any court, or that Trustee be appointed or confirmed or that their accounts be heard by any court. This waiver shall not prevent any Trustee or beneficiary from requesting any of these procedures.

5. Succession, Appointment and Removal Procedures. If a vacancy in Trusteeship occurs (voluntarily and otherwise) and a Trustee to fill such vacancy is named in this declaration or by a procedural provision in this declaration, the vacating Trustee shall promptly notify such named successor, in writing, of the occurrence and date of the vacancy.

a. The named Successor Trustee's appointment shall become effective, following such a vacancy, upon Successor Trustee's written acceptance within thirty (30) days following the date of the vacancy. A notice of succession acceptance must be executed by the succeeding Trustee and made a part of this declaration. A copy of such notice shall be delivered to the vacating Trustee.

b. To effect the appointment of a Trustee, the person entitled to make such appointment shall file, with Trustee to be appointed, a written statement that such appointment is made. The appointment of a Trustee so appointed shall become effective upon receipt, by the person entitled to make the appointment, of the newly-appointed Trustee's written acceptance within thirty (30) days following the filing of such written statement.

c. Trustee shall, upon acceptance, duly succeed to the vacating Trustee's title to all of the Trust assets of the entire Trust Estate. To effect the removal of a Trustee other than the Settlor, the person entitled to remove Trustee shall either deliver to such Trustee a written statement that the removal is made, or mail such statement to Trustee's last known business address by registered or certified mail, return receipt requested. After such delivery or mailing, a removed Trustee shall have no further duties, other than to account, and shall not be responsible or liable for the acts of any Trustee.

6. Resignation Right. Any Trustee shall have the right to resign at any time by delivering a written resignation to those entitled to appoint a Trustee. The resignation shall be effective sixty (60) days after the date of delivery of the resignation, or upon the earlier appointment of a Trustee. After the resignation becomes effective, Trustee shall have no further duties and shall not be responsible or liable for the acts of any Trustee.

7. Duty to Inform and Report. If someone other than Settlor is serving as Trustee, the appointed Trustee, (or Executor of any deceased Trustee) shall keep a *qualified beneficiary(s)* of this Trust reasonably informed as to the administration of this Trust and the material facts necessary for such beneficiaries to protect their interests.

a. Within sixty (60) days of accepting trusteeship, Trustee shall notify all qualified beneficiaries of its acceptance of trusteeship and shall provide said beneficiaries with its name, current address and current telephone number (and e-mail address if requested).

b. Within sixty (60) days after the date Trustee acquires knowledge of this Trust becoming irrevocable whether by the death of the Settlor or otherwise, Trustee shall notify the qualified beneficiaries of the Trust's existence, of the identity of the Settlor, of the right to request a copy of the Trust instrument, of the right to a Trustee's report as provided herein, and shall notify the qualified beneficiaries in advance of any change in the method or rate of Trustee's compensation.

c. Upon request (only) by the interested parties (distributees), Trustee shall send to the distributees and permissible distributees of Trust income or principal, and to other qualified or nonqualified beneficiaries, at least annually and at the termination of the Trust, a report of the Trust property, liabilities, receipts, and disbursements, including the source and amount of the Trustee's compensation, a listing of the Trust assets and, if feasible, their respective market values. To the extent possible and reasonable, Trustee shall be allowed to allocate the expense (a portion of Trustee's fees) directly to the requesting beneficiary's (capital) account prorata relative to the time/expense of providing such (accounting) report(s) to any such requesting beneficiary and, as applicable, may withdraw the expense of administration thereof from such account(s).

d. Upon vacancy in a trusteeship, unless a Co-Trustee remains in office, a report must be sent to the qualified beneficiaries by the former Trustee (or that Trustee's personal representative, conservator or guardian on behalf of the deceased or incapacitated Trustee).

e. The "*report*" as described herein, may be informal in nature and can be accomplished by copies of tax returns, brokerage statements and the like; the approval of these accounts by those persons, in writings delivered to any Trustee, shall constitute a valid and effective release of such Trustee with respect to all transactions disclosed by the accounts, and shall be binding and conclusive as to all persons.

f. Notwithstanding the above, a beneficiary(s) may waive the right to a Trustee's report or other information otherwise required to be furnished under this section; and the beneficiary may subsequently withdraw such waiver with respect to future reports and other information.

g. For purposes of this section, the term “qualified beneficiary” is defined as (i) a charitable entity and/or (ii) a natural person vested – as in having legally equitable rights through the terms of this Trust because of an event described herein that has (already) happened – as to the income and/or principal distributions of this Trust.

8. Majority Vote and Delegation. If more than one Trustee is serving, their powers shall be exercisable by a majority vote of Trustee authorized to act. If such occurs the other Trustee shall not be responsible or liable to any person, in their capacities as Trustee, for the administration of the Trust during the time such delegation is in effect.

9. Custody of Assets. If a corporate Trustee is nominated to serve by any Trustee, it shall have custody of all assets, handle receipts and disbursements and prepare accountings.

10. Change of Trust Situs. Trustee may transfer situs of the administration of any Trust created hereunder from the Settlor's state of domicile to another state and Trustee may elect to have the governing law of this Trust instrument be the laws of such state even if contrary to provisions herein.

11. Income at Termination. Unless such income is expressly made subject to an income beneficiary's general power of appointment, any accrued or undistributed income at the termination of a Trust with a sole income beneficiary shall be distributed to such beneficiary, or if deceased, to his/her estate; in all other cases such income shall be added to principal.

12. "S" Corporation Election. Any "S" corporation stock transferred to this trust may continue to be treated as an "S" election corporation to the extent allowable and pursuant to the Internal Revenue Code of 1986, as amended. In such case, any beneficiary's share that may be vested with any "S" corporation stock, pursuant to the distribution provisions of this Trust Agreement, shall be administered by Trustee, *as pertaining to such "S" stock*, as follows:

a. All *income* from such "S" corporation stock must be distributed at least annually to such beneficiary of that beneficiary's prorata portion of the Trust Estate consisting of such "S" corporation stock. All such stock interest must be distributed to such beneficiary upon the termination of this Trust if such beneficiary is then living.

b. Notwithstanding the above, Trustee may, in its discretion, implement the "electing small business trust" (ESBT) federal code pursuant to the terms of IRC Section §1361(e)(1) at any time to all or part of this Trust Agreement pursuant to "S" corporation stock transferred herein on behalf of the designated, permitted beneficiary(s) named herein. If the ESBT election is made, Trustee shall not make any ESBT elections on behalf of any beneficiary of this Trust unless such beneficiary(s) is a "permitted beneficiary" as prescribed Section §1361 (e)(1)(A) and Treasury Regulation Section 1.1361-1(m)(2)(ii).

c. Notwithstanding, if at any time any shares of a "S" Corporation as defined in Subchapter S of the Internal Revenue Code and set forth in Sections §1361 through §1379, as amended, are held in this Trust and it is deemed that the provisions herein preclude this Trust from qualifying as a trust permitted as a shareholder of "S" Corporation stock pursuant to Section §1361(c)(2) regarding an ESBT, then the living/existing beneficiary(s) of such trust and the "S" Corporation stock allocated to each such beneficiary shall be held as a separate trust, hereinafter referred to as a "Qualified Subchapter 'S' Trust" (QSST) and administrated by Trustee in compliance with the rules prescribed therein.

d. It is the Settlor's intent that no QSST created hereunder is administered in such a manner as to cause the termination of the "S" Corporation status of any corporation whose stock is held in such QSST. Accordingly, to the extent that the terms of this Trust Agreement are inconsistent with any trust created hereunder that qualify as a QSST for federal income tax purposes, it is Settlor's intent that the terms of the QSST be nullified.

13. Payment of Generation-Skipping Tax. As defined in Section 2613 of the Internal Revenue Code, a "taxable termination" occurs on the termination of an interest or power of any younger generation beneficiary of this Trust who is assigned to a generation older than that of any other person who is a younger generation beneficiary.

a. A "taxable distribution" occurs when Trust property, other than income, is distributed to a younger generation beneficiary who is assigned to a generation younger than that of any other older generation beneficiary.

b. If a taxable termination or taxable distribution is deemed to have occurred according to the definitions of this paragraph and any generation-skipping tax is thereby imposed, to the extent the tax is not otherwise paid, Trustee, with respect to each beneficiary who is a transferee or deemed transferee for purposes of computing the tax, shall withhold or otherwise provide for the tax so computed, from the portion of the Trust assets to be transferred or deemed to be transferred to such beneficiary within the time allowed by applicable statutes and before completing distribution.

14. Authenticity and Notices. Trustee may rely on any information, document or other paper believed to be genuine without incurring liability for any action or inaction based thereon. Until Trustee shall receive written notice of any birth, marriage, death or other event upon which the right to payments from the Trust Estates may depend, Trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

15. Investigation not required. No person or corporation transacting with Trustee shall be required to investigate Trustee's authority for entering into any transaction or to see to the application of the proceeds of any transaction.

16. Trustee-Installed Amendments. Trustee may, upon giving notice to each beneficiary, amend, either in whole or in part, any administrative provision of this Trust which causes unanticipated tax liability, or conform the administrative provisions of this Trust to the requirements of the taxing authorities, as well as any particular state law requirements applicable therein. Trustee is, therefore, expressly authorized to enter into any agreements with the Internal Revenue Service or any other governmental body and to execute any documents as will, in Trustee's discretion, tend to minimize the taxes resulting from this Trust.

17. Qualified Designated Beneficiary Trust. For the purposes of employing terms and provisions required to qualify this Trust as a "Designated Beneficiary Trust" so as to optimize the *minimum distribution rules* for IRA and/or other qualified plan allocations and distributions as defined in Title 26 USC § 401(a)(9) and the separate accounts rule as determined under CFR § 1.401(a)(9)-8, A-2(a)(2), the following shall apply:

a. Unless otherwise determined by specific provisions in this Trust, Trustee shall satisfy any allocation(s) and/or obligations herein to any charity or other statutory entity – including, but not limited to, estates, corporations, partnerships and governments – by distributing such charitable, or other statutory-entity allocation(s), or required payments in its entirety prior to September 30th of the year following the year of the Settlor's death.

b. Unless otherwise specified herein, in no event shall any allocation(s) to charitable or other statutory-entity (non-natural) beneficiaries from this Trust Estate be comprised of IRA and/or other qualified retirement plan assets.

c. Trustee shall present this Trust, or a certified copy hereof, to the relevant qualified retirement plan provider(s) no later than October 31st of that same year referred to in the (immediate) above paragraphs to identify and certify the qualified beneficiaries of this Trust prior to September 30th of that same year.

d. Taking into account the long-term (tax-deferred) benefits that may be derived for the beneficiaries of this Trust, it is the Settlor's intent to maximize the minimum distribution rules as defined in Title 26 USC § 401(a)(9) and the separate accounts rule as determined under CFR § 1.401(a)(9)-8, A-2(a)(2) to the extent allowable where any age-based allocations of IRA and/or other qualified plan assets of this Trust are prescribed herein.

e. To that end, and *unless otherwise specified in this Trust*, it is the intent that only minimum annual distributions – the least amount allowable by law – shall be made to each designated beneficiary herein until the specified age for that respective beneficiary to receive IRA and/or other qualified retirement plan assets outright (which have been allocated to such beneficiary) has been attained.

f. Relative to such cases, Trustee may establish separate sub-trust accounts for each beneficiary (if required) then vested to receive IRA and/or other qualified plan distributions over an age-based allocation period(s) established hereunder and – if not previously arranged by the Settlor – submit a request to the relevant IRA/plan vendor(s) to establish separate accounts thereunder for each Trust beneficiary designated to receive annual IRA and/or other qualified plan distributions through this Trust.

g. As the Trustee of a qualified Designated Beneficiary Trust defined above, and as per the rules prescribed in USC §402(c)(11)(B) concerning allowable non-spouse beneficiary rollover provisions, Trustee may rollover ANY non-IRA retirement account payable to this Trust to an “inherited” IRA account and administer the receipts thereof as Trustee on behalf of the beneficiaries of this Trust as identified in Article Four and, as may be applicable, per the terms of this section.

18. Non Liability in Good Faith. Trustee shall not be held liable for any loss or damage arising out of its acts or omissions in connection with the performance of its duties hereunder, except for its gross negligence, willful misconduct or bad faith. Good faith shall be presumed when the Trustee is acting pursuant to the advice of any attorney, accountant, appraiser or other agent retained by it, or when the Trustee is complying with a direction or decision of any Trust Protector or Trust Investment Advisor hereunder.

a. Trustee shall be indemnified from the trust property with respect to any act or omission at issue against any liability or expenses of litigation, including, without limitation, attorney fees and costs, to the extent that such act or omission is not adjudicated or finally determined by a non-appealable court order to be due to the Trustee’s gross negligence, willful misconduct or bad faith.

b. The Trustee shall be entitled to payment for such expenses of litigation as soon as they are incurred, provided, however, that if such act or omission is adjudicated or finally determined by a non-appealable court order to be due to the Trustee’s gross negligence, willful misconduct or bad faith then it shall reimburse the trust for the expenses paid in connection therewith. (The foregoing provisions shall also apply to any Investment Advisor serving hereunder.)

19. Environmental Law Indemnification. The Trustee shall be held harmless from and shall be indemnified from the trust and by the Settlor for any liability or expense, including reasonable attorney fees, incurred as a result of any violation, actual or alleged, of any environmental law or regulation with respect to any property which the Trustee has actually or allegedly accepted. The Trustee is expressly authorized to take such remedial action as it deems appropriate in its sole discretion to prevent, abate, remove or otherwise respond to any actual, threatened or alleged violation of, or otherwise comply with, any environmental law or regulation, or federal, state or local agency or Court order, affecting any such property.

20. Trustee’s Declination of Custody. Notwithstanding any provision of this Trust agreement to the contrary, and unless otherwise assented to in writing, any Trustee serving hereunder, including any Corporate Trustee, shall have the power and authority to fully decline the retention, custody, administration, and the responsibility to administer, any asset of this Trust Estate including real estate, closely held business interests, tangible personal property or any other asset that does not meet said Corporate Trustee’s current standards for acceptance.

a. Any property not accepted and so declined hereunder by the Trustee (including any such assets in any trust hereunder at the time of the Trustee’s acceptance of trusteeship), shall be held and administered by a Special Trustee in a separate trust – which shall be referred to as the “Special Asset Trust” – further identified by a listing on a Schedule S/A attached hereto.

b. Depending on the nature of the assets, the role of the Special Trustee may include the general responsibilities of trusteeship such as the procuring and payment of insurance policies, payment of property and/or income taxes, payment of mortgages or other debts, payment of all expenses of upkeep and maintenance, ongoing management, collection of income, investment management decisions and fiduciary record keeping and accounting.

c. The Special Trustee (and any successor Special Trustee, in the event of a vacancy in the office of Special Trustee) shall be appointed by the Trust Protector of this Trust as such is authorized to appoint a successor Trustee to fill a vacancy in the office of Trustee pursuant to Article Five, and may be removed by the person or persons, if any, then entitled to remove a Trustee pursuant to the same.

d. If a vacancy in the office of Special Trustee arises and no person is then entitled to appoint a successor Trustee to fill a vacancy in the office of Trustee pursuant to Article Five, then the Trustee (then serving) shall appoint the Special Trustee and may remove any Special Trustee so appointed. The Trustee shall have no liability for the acts or omissions of the Special Trustee.

e. The Trustee and the Special Trustee may, in their sole discretion, pay, loan or advance funds to each other, and neither shall have a duty to inquire into the use of any such transferred funds, nor to see to their application. In addition, the Special Trustee shall from time to time transfer to the Trustee any assets of the separate trust which are acceptable to the Trustee and which are not necessary for the proper administration of the separate trust, including but not limited to proceeds, rent, royalties, interest, dividends or other income.

21. Decanting Authorization. With regard to any trust created by or pursuant to this Agreement of which the Trustee has the power to invade the principal of the trust to make distributions to or for the benefit of one or more persons, regardless of whether such power is subject to an ascertainable or non-ascertainable standard, the trustee may instead exercise the power by appointing all or part of the principal of such trust (the "First Trust") in favor of the trustee of another trust (the "Second Trust"); provided, however, (i) that the beneficiary(ies) of the Second Trust may only be one or more of the beneficiaries of the First Trust, (ii) that any standard to which the trustee's power to invade the principal is subject in the First Trust is the applicable standard with respect to principal distributions set forth in the Second Trust, and (iii) that the exercise of such power is consistent with the allowances, requirements and/or restrictions regarding the Second Trust set forth to the extent not otherwise provided to the contrary herein.

D. CORPORATE TRUSTEE PROVISIONS:

1. If any *Corporate Trustee so appointed under the terms of this Trust* – should become empowered to act as Trustee, then the following shall apply notwithstanding any other provision of this Trust to the contrary:

a. When serving as Trustee hereunder, said Corporate Trustee shall have the power, in addition to and not in substitution for all powers conferred on the Trustee hereunder and by law, in its sole and absolute discretion without court order or approval, to engage with or without discretionary powers any appropriately licensed and registered person, corporation, partnership or other entity affiliated with said Corporate Trustee or any parent or subsidiary of the foregoing (“Affiliated Entity”) to render services to any trust hereunder, including, without limitation: investment management services; brokerage services; and custodial services.

(i) The Corporate Trustee may deal between such Trust Estate and itself or any Authorized Party in any principal or agency transaction - by either party acting in any capacity (including, but not limited to, acting as trustee, personal representative, employee, agent, or partner) - in buying, selling, pledging, leasing, and exchanging assets, in furnishing or receiving goods, services, or facilities, and in borrowing or lending funds or participating in other extensions of credit when, in its sole discretion, such transaction shall be to the benefit of the Trust Estate. The foregoing shall apply regardless of any compensation, gain, or profit derived by the Corporate Trustee and/or any Authorized Party acting in any capacity in connection with any such transaction.

(ii) If, at any time, any Corporate Trustee serving hereunder is merged or consolidated with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become Trustee in place of the original Corporate Trustee, and in such capacity shall possess all rights, titles, and powers of the original Corporate Trustee.

b. Any Authorized Party may furnish services to any trust estate created in this Agreement in any capacity as may be necessary or desirable in Corporate Trustee's sole discretion for the proper management, protection, and sale or other disposition of any part of the trust property, and may receive and retain customary and reasonable compensation for services in any such capacity. The Authorized Party (or parties) shall act without bond or security and shall not account to any court.

c. In the event that any person employed by an Authorized Party shall also be acting as an officer or director of any corporation in which the Trust may own stock or other securities or as an officer or director of any affiliate of such corporation or may be a candidate for election as such officer or director, such person may act as such officer or director and receive compensation thereof in the same manner as if he were not employed by an Authorized Party, and shall not be disqualified from voting for his election to such office or for membership on the board of directors for the reason that he is employed by an Authorized Party, or for the reason that he may be receiving compensation for serving in any such capacity.

d. Settlor hereby acknowledges that the Corporate Trustee, or any successor to it, and each of its subsidiaries and affiliates is an Authorized Party as defined herein and that the foregoing provisions are applicable to the Corporate Trustee, or any successor to it, and each of its subsidiaries and affiliates.

(i) During such time any Authorized Party that is associated or affiliated with the Corporate Trustee is serving as a Trustee under this Agreement (except as may otherwise be provided in this Agreement) Settlor hereby directs that the Trustee may engage the Corporate Trustee, any successor to it, or such of its subsidiaries or affiliates to provide services required by the Trustee.

(ii) Notwithstanding the above paragraph, Trustee shall not be required to engage such Corporate Trustee or any of its subsidiaries or affiliates to effect principal transactions in securities.

2. For the purposes of engaging activity with any Investment Advisor, also known as a Trust Investment Advisor (TIA) herein, the TIA shall direct the Corporate Trustee as to the selection of the broker/dealer or other party for the purpose of accepting and processing trades and certain other services in connection with the administration of the Trust. Such direction shall be made by a writing signed by the TIA and delivered to the Trustee, which writing shall be in the form attached hereto. By providing such direction, the TIA also authorizes the Trustee to: (i) provide statements and personal and other information to the broker/dealer or other party as the Trustee in its sole discretion deems appropriate; and, (ii) receive information from the broker/dealer or other party and to rely solely on the accuracy and completeness of the information received without the need for independent verification. The Trustee shall not be responsible for overseeing or reviewing the actions of the broker/dealer or other party, and such responsibility shall reside solely with the TIA.

a. Trustee may engage any corporation or other entity affiliated with the Corporate Trustee (“Affiliated Entity”) or any other entity or person to provide services to any trust hereunder, including, without limitation, as custodian, transfer agent, registrar, sponsor, underwriter and/or distributor, and to pay or receive compensation for any such services from trust property without reduction of any reasonable compensation paid to the Corporate Trustee for its services as Trustee, unless otherwise noted on its published fee schedule.

b. Trustee may invest in shares of one or more open-end investment companies for which an Affiliated Entity serves as investment manager or advisor, custodian, transfer agent, registrar, sponsor, underwriter, distributor and/or other service provider, and from which the Corporate Trustee or an Affiliated Entity receives reasonable compensation for such services. The Affiliated Entity may receive such compensation in addition to the compensation paid to the Corporate Trustee for its services as Trustee.

c. Trustee may also invest in securities or other investments issued, distributed, or otherwise serviced by the Trustee’s Affiliates. Trustee may include such amounts invested in such securities or other investments in assets subject to its fees; in addition, Trustee’s Affiliates are then entitled to receive reasonable fees or compensation in connection with its services to or in relationship with the investment(s).

d. Trustee may acquire assets including but not limited to load and no-load mutual funds, face-amount certificates, annuities, limited partnerships, insurance products, and certificates of deposit. Such transaction may constitute a conflict of interest or self-dealing; however, investment and retention of such assets is permitted so long as such services and products are provided with substantially the same terms and conditions as offered by Trustee's Affiliates to similarly situated clients.

e. Trustee's Affiliates in issuing, distributing, managing, or underwriting any assets acquired by this Trust shall be entitled to receive their standard commission rates, management fees, and other compensation without reduction for any compensation paid to the Trustee for its services.

3. At any time and from time to time, the corporate Trustee may delegate to any Co-Trustee or any other individual or entity, including, but shall not be limited to the Corporate Trustee, or any successor to it and any of its subsidiaries and affiliates (and any individual Trustee may delegate to the corporate Trustee) any or all of the delegating Trustee's powers and authorities conferred upon such Trustee by law or by this Agreement provided, however, that a power or authority specifically conferred upon a Trustee to the exclusion of any other Trustee or any other person or entity is not delegated.

a. The delegating Trustee may at any time revoke such delegation. Such delegation or revocation shall be evidenced by an instrument in writing signed by the delegating Trustee, acknowledged, and delivered to the Trustee or other person or entity to whom the delegation is made and a copy shall be filed with the records pertaining to the trust involved.

b. So long as any such delegation is in effect, any power or authority hereby delegated may be exercised by the Trustee or other person or entity to whom such delegation was made with the same force and effect as if the Trustee delegating such power or authority had itself joined in the exercise of such power or authority in the taking of such action.

4. The Corporate Trustee and any successor Corporate Trustee hereunder (if any), shall be entitled to receive compensation for its services in accordance with its published schedule of charges currently in effect at the time such services are rendered. In addition to the foregoing fees, compensation may be paid to any Authorized Party and/or Affiliate and to any special Nominee Trustee in accordance with the provisions of this Agreement. Any Authorized Party and/or Affiliate shall also be entitled to receive and retain from any money market fund or similar entity payments as authorized under Rule 12b-1 of the Investment Company Act, in connection with the distribution of the securities of any such fund or entity in relation to the Authorized Party.

a. In addition, all such compensation of the Trustee and all expenses of trust administration shall be paid as an expense to this Trust, and may be charged in whole or in part, to either income or principal, or partly to each.

b. Notwithstanding any Article or provision of this Trust to the contrary, Trustee shall have absolute discretion in allocating its fees and other administration expenses between principal and income, and any payment to the Trustee shall be made directly from the assets of this Trust.

5. No successor Trustee hereunder shall have any duty or responsibility to audit or review the actions or accounting of its predecessor Trustees; each successor Trustee hereunder is expressly relieved from any and all liability or responsibility for the actions or failure of any such predecessor.

6. The Corporate Trustee is authorized to appoint a person or qualified corporation at any time to act as Special Trustee (or Nominee Trustee) for the administration of property with respect to which the primary Trustees shall make the determination, in their discretion, that they are not eligible to act or cannot administer in a practicable manner. The primary Trustees may at any time revoke such appointment.

a. So long as any such appointment is in effect, any power or authority hereunder that would be exercisable by the primary Trustees with respect to the assets to be administered by the Special Trustee, if the primary Trustees were subject to no restriction or limitation with respect to the administration of such assets, may be exercised by the Special Trustee with the same force and effect as if the primary Trustees had themselves taken such action in the absence of any such restriction or limitation.

b. The Special Trustee shall act without bond or security and shall not account to any court. The Special Trustee may receive and retain customary and reasonable compensation for services in such capacity in addition to the compensation to which the primary Trustees are entitled under this Agreement.

7. If at any time the expense of maintaining the Trust estate or any of the separate shares thereof created hereunder shall, in the sole judgment of the Trustees, not be justified, then the Trustee (in its own discretion) may pay over the then principal of such trust or share thereof and the undistributed income, if any, to the person or persons then entitled to receive or benefit from the income therefrom in the proportions in which they are entitled to such income, and such trust or share thereof shall thereupon terminate, notwithstanding any provision to the contrary in this Agreement.

8. Prior to delivering trust assets to a successor Trustee or to making any partial or complete distribution of principal hereunder (other than a distribution that is made in the exercise of Trustee's discretion and does not terminate the trust), the Trustee may require an approval of the Trustee's accounts and a release and discharge from all beneficiaries having an interest in the distribution, or may require court settlement of such accounts. All of the Trustee's fees and expenses (including attorney fees) attributable to court approval of such accounts shall be paid by the trust involved to the extent that the accounts are approved.

9. Any Corporate Trustee hereunder may resign as to any separate trust hereunder by delivering its written resignation to a majority in interest of the beneficiaries to whom income from such separate trust may then be paid hereunder.

a. A majority in interest of the beneficiaries then entitled to receive income from such separate trust hereunder may, without liability to any present or future beneficiary of any trust created hereunder, approve the accounts of and give a full and complete release and discharge to any resigned corporate Trustee hereunder and, upon approval of the accounts of a resigned corporate Trustee, shall appoint any bank or trust company having a combined capital and surplus of not less than One Million Dollars (\$1,000,000.00), wherever located, as successor Trustee.

b. Such persons have the right without the concurrence of any remainderman or other part in interest to determine (on behalf of all beneficiaries) the propriety of giving any such approval, release and discharge, notwithstanding that their interest may possibly be or become adverse to those of other beneficiaries.

c. Such approval, release and discharge shall have the same effect as a final decree of a court of competent jurisdiction. The legal representative of the estate, parent or guardian of any beneficiary under disability shall receive notice for and may act on behalf of such beneficiary under this paragraph.

d. The resignation of any Corporate Trustee (or Affiliate) shall become effective upon the appointment and acceptance by a Successor Trustee or upon the release by the majority beneficiaries if no Successor Trustee or other person able to appoint a Successor Trustee is then serving. Upon resignation, Corporate Trustee (or Affiliate) shall pay over, deliver, assign, transfer, or convey to such appointed Successor Trustee the assets of this Trust Estate and shall make a full and proper accounting to said Successor Trustee. Once resigned, a Corporate Trustee (or Affiliate) shall be fully released of liability for the actions of any Successor Trustee.

10. The Trustees shall be under no duty (and shall not be liable to any beneficiary for failure) to buy, sell or engage in any transaction directly or indirectly involving securities concerning which the corporate Trustee, in its corporate capacity or through an Authorized Party as defined in this Agreement, may have acquired any information which has not been disclosed to the public.

11. The Trustees have the power to (i) invest and reinvest Trust assets, not restricted to "legal investments" or limited by the "prudent investor rule"; (ii) borrow money for any purpose including collateralizing Trust assets to purchase and sell property and/or securities; (iii) buy, sell and trade in securities of any nature (including "short" sales) on margin, and for such purpose may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the trustee; and (iv) to undertake banking transactions with financial institutions including the ability to open accounts with such institutions, write checks on those accounts, make deposits and withdrawals from those accounts, borrow money and to generally undertake banking transactions with any financial institutions.

12. The Trustees are further authorized to buy, sell and trade in securities of any nature (including "short" sales) on margin, and for such purpose may maintain and operate margin accounts with brokers and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustee.

13. Settlor reserves the right to direct the Trustees how to invest the trust assets. The Trustee shall have investment authority over Trust assets that are not directed by the Settlor or other provisions of the Trust.

a. At the incapacity or death of the Settlor, the Trustee shall have investment authority over all Trust assets and thereafter retain, increase, decrease or eliminate such investments. The Trustee may at any time sell any of the Settlor-directed investments without the authorization of the Settlor if the Trustee determines that such sale is appropriate to generate liquidity for the administration of the Trust.

b. Settlor further reserves the right to appoint a third party to direct the Trustee to make the above-described investments. Settlor acknowledges that mutual funds have costs for investment, administration, distribution and otherwise and that third-party investment advisors have their own fees, which might not be incurred for other investments, and acknowledges that Trustee or its affiliates may receive payments from mutual funds or their affiliates in connection with the funds sold to the trust.

c. Recognizing such costs and payments, Settlor authorizes Trustee to charge its fees per its published fee schedule on all assets of the trust. Settlor acknowledges that the Trustee shall not be responsible for any costs, liabilities or losses incurred as a result of following Settlor's directions on investments.

E. TRUST INVESTMENT ADVISOR

1. Role of Trust Investment Advisor. The **Trust Investment Advisor (TIA)**, also referred to as the "Investment Advisor" of this Trust, may advise Trustee as to investing the assets of each trust hereunder and make sales and purchases of trust property and change trust investments, provided such transactions do not result in a withdrawal of assets from the Trust; the Trustee shall correspondingly execute any documents and take any actions necessary to effectuate said discretion of the TIA. At any time when a TIA is serving, the Trustee shall make sales and purchases of trust property and change trust investments as the TIA shall direct in a writing signed by the TIA and delivered to the Trustee.

2. Delegation of TIA Power to an Agent. At any time or times when the TIA then serving is not an individual, the TIA may delegate its authority and discretion to an agent of the TIA to direct the investment of trust assets, to make sales and purchases of trust property and to change trust investments to an authorized individual representative or employee of the TIA, and the term *Trust Investment Advisor (TIA) or Investment Advisor* as used herein shall be deemed to include any such delegate. The TIA shall notify the Trustee in writing of any such delegation, and the Trustee shall be entitled to rely upon directions received from said delegate until it receives written notification from the TIA of the termination of said delegation.

3. Appointment of a Sub-Advisor. The TIA may provide investment management services through a "sub-advisor" of the TIA's selection. The TIA shall be solely responsible for the supervision and oversight of any sub-advisor. The TIA shall notify the Trustee in writing of its selection of any sub-advisor, and the Trustee shall be entitled to rely upon information and directions received from said sub-advisor until it receives written notification from the TIA of the termination of said sub-advisor.

4. Trustee Not Responsible for TIA. The Settlor understands and agrees that the Trustee will not be responsible for any review or oversight of any TIA's investment policy, investment advice or investment decisions notwithstanding that the Trustee may receive reports from and communicate with the TIA regarding trust assets in connection with the performance of its duties as Trustee.

5. Non-marketable Assets Accounting. For all non-marketable assets held in the trust, the TIA shall be responsible for providing to the Trustee all information with respect to such assets, including but not limited to, periodic valuations as required by the Trustee to perform its duties, and the Trustee is entitled to rely absolutely on any information given to it by the TIA with respect to such non-marketable assets without the need for further inquiry.

6. TIA's Power Regarding Investments. The TIA's powers with respect to the investments of each trust hereunder are, and shall be exercised as, subject to the limitations and restrictions of the broker dealer by which the TIA is then currently licensed.

7. Powers of the Trust Investment Advisor. Upon written directions – that may include electronic mail – delivered to the Trustee, the TIA may:

a. direct the Trustee to invest the Trust Estate of each trust created under this trust agreement in one or more of the recommendations by the TIA whether or not then selected, or offered, by the Trustee;

b. direct the Trustee to discontinue the investment election previously made to invest trust assets in a particular recommendation by the TIA and then to invest the Trust Estate (or each particular trust) in a different recommendation by the TIA whether or not then selected, or offered, by the Trustee; and,

c. direct the Trustee to discontinue the investment election previously made to invest trust assets in a particular recommended investment and then to provide no further investment direction with the further understanding, acknowledgment and consent that the Trustee may elect to continue using the same recommended investment previously elected by the TIA.

d. None of the powers or discretion granted herein to the TIA shall be exercised in a manner inconsistent with the other provisions of this instrument or the law otherwise applicable hereto regarding investments or the retention and disposition of trust assets.

8. Investment Advice Discontinued. Upon written notice delivered to the Trustee, the TIA may elect to provide no further investment direction to the Trustee so that all investment decisions shall be made thereafter exclusively by the Trustee. The Trustee shall maintain full investment discretion until such time as the TIA provides the Trustee with written investment directions in a manner as set forth above.

9. Investment Advice Not Provided. In the event that the *TIA* provides no investment direction to the Trustee hereunder within thirty (30) days after acceptance of the appointment as *TIA*, or in the event that the *TIA* does not provide written notice that no investment direction is being provided as set forth hereof within thirty (30) days after acceptance of the appointment as *TIA*, investment decisions shall be made thereafter exclusively by the Trustee until the *TIA* provides the Trustee with written investment directions as set forth herein.

10. Duties of Trustee with Respect to TIA. While any investment directions of the *TIA*, pursuant to the powers described herein, remain in full force and effect, the Trustee shall have no responsibility to monitor, approve or otherwise review the decisions of the *TIA* with respect to selecting or discontinuing a recommended investment. The Trustee's only duty with respect to the *TIA* is the implementation, in a reasonable and prudent manner, of the written directions received from the *TIA* and to provide the *TIA* with a trust accounting not less frequently than annually.

11. Exoneration from Liability. Trustee shall not be held liable for any loss or damage arising out of its acts or omissions in connection with the performance of its duties hereunder, except for its gross negligence, willful misconduct or bad faith. Good faith shall be presumed when the Trustee is acting pursuant to the advice of any attorney, accountant, appraiser or other agent retained by it, or when the Trustee is complying with a direction or decision of any Trust Protector or Trust Investment Advisor hereunder.

a. Trustee shall be indemnified from the trust property with respect to any act or omission at issue against any liability or expenses of litigation, including, without limitation, attorney fees and costs, to the extent that such act or omission is not adjudicated or finally determined by a non-appealable court order to be due to the Trustee's gross negligence, willful misconduct or bad faith. Trustee shall be entitled to payment for such expenses of litigation as soon as they are incurred, provided, however, that if such act or omission is adjudicated or finally determined by a non-appealable court order to be due to the Trustee's gross negligence, willful misconduct or bad faith then it shall reimburse the trust for the expenses paid in connection therewith.

b. The Trustee shall have no liability to the Settlor, any beneficiary of the Trust Estate, or any other party, arising from its actions pursuant to the direction of either the *TIA* or the Settlor or the Settlor's Trust Estate.

c. The Settlor and the Trust Estate, both during Settlor's lifetime and after «hisher» decease, hereby indemnify and hold Trustee harmless against any and all costs, liabilities and claims (including reasonable attorney fees and expenses) against the Trustee arising from any action or inaction of the Trustee pursuant to the direction of either the *TIA* or the Settlor; the amount of any such indemnification may be satisfied by the Trustee from the Trust Estate and charged against the principal or income thereof, as the Trustee shall (in its discretion) determine.

d. Trustee shall be held harmless and indemnified from the trust and by the Settlor for any liability or expense, including reasonable attorney fees, incurred as a result of any violation, actual or alleged, of any environmental law or regulation with respect to any property which the Trustee has actually or allegedly accepted.

e. The Trustee is expressly authorized to take such remedial action as it deems appropriate in its sole discretion to prevent, abate, remove or otherwise respond to any actual, threatened or alleged violation of, or otherwise comply with, any environmental law or regulation, or federal, state or local agency or Court order, affecting any such property. All costs and expenses incurred by the Trustee in connection with such action shall be paid by the trust or the Settlor.

12. Proxies and Other Legal Matters. Trustee shall not take any action or render any advice with respect to voting proxies, consenting to corporate actions or any other rights trustee has as owner, relating to securities held in the Trust, except to the extent required by law; and, the TIA shall have the right and obligation to vote any proxies, consent to any corporate actions or exercise any other rights as owner relating to the securities held in the Trust; provided, however, that TIA may delegate such rights and obligations to any properly authorized agent.

13. Excepted Assets. Notwithstanding the provisions of this Article, the TIA shall have no power, authority or discretion with respect to any assets held hereunder as corpus of the Special Asset Trust except as defined above.

14. Removal of TIA & Successors. The Settlor or the Trust Protector (after the Settlor is unable to act on «hisher» own accord) may remove the appointed TIA then acting, for any cause or for no cause, by delivering written notice of such removal to the TIA then acting and to the then acting Trustee effective immediately upon the receipt of Removal Notice by the TIA. Upon such removal or upon the death, disability, refusal to act or resignation of any TIA then acting, and from time to time thereafter, the successor TIA, as provided in Article Five (supra) shall act as TIA.

a. The incumbency of each successor TIA shall commence upon such successor's acceptance to serve as the TIA and delivery of written notice of such acceptance to the Trustee and of the Trustee acceptance, *in writing*, to the appointment of the successor TIA.

b. Upon the Trustee's notice of the death, disability, refusal to act or resignation of any TIA then acting, the (successor) Trustee shall provide written notice to the designated successor TIA of the successor appointment.

c. In the event that the designated successor TIA does not accept the appointment to serve as such by delivery of a written notice to the Trustee within thirty (30) days after the Trustee's notification of the appointment as successor TIA, it shall be presumed that said individual has refused to act as TIA and the next named successor, if any, shall then be notified of the appointment to serve.

15. Resignation and Disability of TIA. Any TIA may resign as TIA of any trust herein established by giving written notice of such resignation to the Trustee then acting. Written certification of the TIA's legal disability or the certificate of two licensed physicians that the TIA is unable physically or mentally to manage his or her business affairs shall be conclusive evidence of the TIA's "disability" as referred herein.

16. Reversion of Powers of TIA to Trustee. At any time when there is no TIA or successor TIA serving pursuant to the terms and conditions of Article Five (supra), the powers of the TIA shall cease and terminate and such powers shall be vested in the Trustee as set forth above.

a. If a TIA vacancy is created in regarding any trust hereunder and is not filled as provided in Article Five (supra) within sixty (60) days of a determination by the Trustee that the previous TIA has ceased to serve, then after the expiration of said sixty-day period (i) no successor TIA may be appointed without the consent of the Trustee and (ii) the Trustee shall at all times exercise all powers, authorities and discretion with respect to the investments of said trust.

b. Such determination that the TIA has ceased to serve may result from the notice required hereunder in which case such determination will be deemed to have been made on the date of said notice, or from any other means, in which case such determination shall be deemed to have been made on the date of a writing documenting such determination that is signed and dated by the Trustee.

c. Any such writing documents such determination TIA vacancy by Trustee shall delivered to (i) each person who is then entitled or eligible to receive net income from said Trust who is then living and not legally incapacitated and/or to the guardian of each such person who is then under guardianship (each such person herein referred to as an "Income Beneficiary"), (ii) the Settlor when alive and not legally incapacitated, and (iii) the Trust Protector. Said sixty-day period may be extended, with the written consent of the Trustee, by the Settlor when alive and not legally incapacitated, otherwise by the Trust Protector.

17. Qualifying (Trust) Investment Advisor. Notwithstanding any provision of this Trust to the contrary, if a Corporate Trustee is then serving as a Trustee of this Trust then no designation of a TIA as provided herein shall be effective unless the TIA so appointed: (i) is a Securities and Exchange Commission-registered or state-registered investment advisor or Securities and Exchange Commission-registered or state-registered broker-dealer at the time of its appointment; (ii) has at the time of its appointment accounts under management of not less than Ten Million Dollars (\$10,000,000); and, (iii) executes a written instrument acknowledging TIA duties under this Agreement.

ARTICLE SEVEN

- *Life Insurance Payable to Trustee* -

Concerning any life insurance policy to which death benefits are made payable to Trustee of this Trust Estate:

A. Trustee is not responsible for the payment of premiums or other assessments on any life insurance policies on the life of the Settlor with regards to policies having death benefits payable to the Trustee or to other beneficiaries unless, however, the subject policies owned by the Settlor are then being paid from an account respectively held in this Trust.

B. Upon the death of the insured hereunder, Trustee shall take any action necessary to collect any and all insurance policy proceeds and is authorized to pay the expense there from out of the decedent/Settlor's Trust Estate. Trustee may release the insurance company from its liability under the policy and accept a compromise deemed necessary for the timely and proper collection of insurance proceeds.

C. Trustee's receipt, delivered to the insurance company, of policy proceeds from the insurance company shall constitute a complete release for such insurance company for any payment concerning such receipt and shall bind the beneficiaries of this Trust Estate.

D. After deducting all charges of the insurance policy concerning advances, loans or other debts, Trustee shall distribute the proceeds of the policy according to the dispositive provisions of this Trust Estate and according to the legal ownership of the policy as established by community property statutes.

E. Any insurance policy for which its premiums were paid out of community property assets shall retain its character of community property and shall be valued and distributed as such as according to the dispositive provisions of this Trust. Any insurance policy for which its premiums were paid out of sole and separate property shall retain its character of sole and separate property and shall be valued and distributed as such as the sole and separate property of the decedent/Settlor.

F. Unless a policy is owned by this Trust, a change of beneficiary to a person other than Trustee shall revoke this Trust with respect to such policy or other benefit and shall release Trustee from all responsibility in connection with such policy.

ARTICLE EIGHT

- General Governing Provisions -

A. DEFINITIONS

1. Descendants/Issue. "Descendants" or "issue" are those persons who are lineally descended from the same bloodline of a parent or ancestor (including legally adopted lineal descendants) except illegitimate descendants and their descendants.

2. Child. "Child" is a first generation descendant of the Settlor, including Settlor's legally adopted children, unless expressly referred to otherwise.

3. Per Stirpes. "Per stirpes" means a distribution in equal shares among living children/issue of the decedent person (who would have otherwise received such share) referred to by right of representation and not as so many individuals.

4. Per Capita. "Per capita" means a distribution in equal shares to a number of persons, all of whom stand in equal degree to the decedent (who would have otherwise received such share), without reference to the right of representation.

5. Descendant in Gestation. A descendant in gestation at the time of an event is later born alive and is "living/surviving" at the time of such event.

6. Simultaneous Death. If the Settlor and a beneficiary of this Trust Estate die under such circumstance that it cannot be established by sufficient evidence that preceded the other in death, then the Settlor shall have been deemed to have survived such descendant(s).

7. Trustee. "Trustee" means an original or any successor Trustee of any Trust hereunder, and may include individuals and corporations.

8. Corporate Trustee. "Corporate Trustee" means any Trust company or national or state banking institution having Trust or fiduciary powers governed by its state of situs.

9. Independent Trustee. "Independent Trustee" is the entity which may have been referred to in this document as the "successor Trustee" and it means any Trustee other than: a Trustee who is a beneficiary to whom income or principal could be distributed currently; or, a Trustee who has a legal obligation to support a beneficiary to whom income or principal could be distributed currently; or, a Trustee who would, by possessing the power of an independent Trustee, become a "younger generation beneficiary" possessing a "present power", as defined in Section 2613 of the Internal Revenue Code.

10. Physician. Unless otherwise identified in writing delivered to any Trustee by the Settlor, the "family or attending physician" shall be deemed to be the physician to whom the Settlor has been attended by prior to the date of execution of such physician's Medical Certification or "opinion letter" according to terms heretofore stated.

11. Gender. Where appropriate, the masculine includes the feminine, the singular includes the plural, and vice versa.

B. RULES OF CONSTRUCTION

1. Laws Governing Trusteeship and Trust Situs. All questions pertaining to the validity of any Trust created hereunder or its terms may be determined by Trustee, to the extent possible and necessary, in accordance with supporting state law.

2. If a Corporate Trustee is identified in Article Five of this Trust then, to the extent possible, the laws governing trusts in that Corporate Trustee's state of charter – or otherwise in such Corporate Trustee's current situs (if different from the state of charter) and deemed more applicable/favorable to the Settlor – shall be the body of law determined to govern this Trust, and by which this Trust shall be administered.

3. Notwithstanding the above, Settlor may *at any time* mandate that this Trust be instead governed by and administered under the laws of Settlor's state of domicile – if different than Trustee's – by either a signed Addendum or an *Electronic Notice* sufficient to connect the intent of any such Electronic Notice with this Trust instrument.

C. PROTECTIVE PROVISIONS

1. Taxation Exemptions. No part of any benefits payable to or receivable by any Trustee hereunder from qualified pension, profit sharing or retirement plans that are exempt from taxation under Section 2039 of the Internal Revenue Code shall be directly or indirectly applied to the payment or reimbursement of any estate, succession or other death taxes or of the expenses, debts, and other items required to be paid by any Trustee.

2. Non-Liability of Individual Trustee. No (individual) Trustee who has acted in good faith shall be liable for the acts of any co-Trustee (if such is named) or for failure to assert breaches of Trust by a deceased, resigned or removed Trustee.

3. Spendthrift Provision. Neither principal nor income of any Trust nor any beneficiary's interest therein shall be subject to alienation, assignment, encumbrance, appointment or anticipation by the beneficiary, to garnishment, attachment, execution of bankruptcy proceedings, to claims for alimony or support or any other claims of any creditor or other person against the beneficiary or to any other transfer, voluntary or involuntary, to or from any beneficiary (provided that the foregoing shall not restrict the exercise of any general testamentary power of appointment and that any principal distributable to any beneficiary by reason of having attained a specified age shall be fully alienable by such beneficiary after attaining such age).

4. Special Powers of Appointment. Any power of appointment may be exercised by appointment, outright or in Trust, to one or more of the permissible appointees in such portions as the donee of the power may appoint; provided: The power shall not be exercisable in favor of the donee, the donee's estate, the donee's creditors of the donee's estate, and; It shall not include the power to create another power of appointment that, under the applicable law, can be exercised so as to postpone the vesting of any estate or interest in the Trust property or suspend the absolute ownership or power of alienation of such Trust property for a period ascertainable without regard to the date of creation of this power.

5. Compensation for Trustee. All successor Trustees of this Trust, whether an independent Trustee, corporate Trustee or a beneficiary (Trustee), shall be allowed to receive, from readily available Trust assets, a reasonable compensation for their administrative duties and services. Any such assessments, by such Trustee(s) referred to in this paragraph, shall not exceed the amount customarily charged by corporate fiduciaries for similar services. *In addition, the appointed Corporate Trustee's MINIMUM estate settlement fee to perform any charitable allocation distribution that may be prescribed in Article Four (supra) shall be \$1,250 indexed to the date of this trust with the Consumer Price Index (CPI) published by the U.S Bureau of Labor Statistics.*

6. No-Contest Clause. If any (a) beneficiary under this trust, (b) devisee, legatee or beneficiary under Settlor's Will, (c) heir of Settlor, or (d) person claiming under either this trust or Settlor's estate or any other trust established by Settlor legally contests this Trust or any of the provisions stated herein, then such person's portion of this Trust shall be forever forfeited, to the extent allowable by law, and such person shall be deemed as though he/she did not survive the Settlor and left no surviving children.

ARTICLE NINE

- Non-Liability of Separate Parties -

Custodial agents, transferal agents, venders, financial institutions, physicians or any other "separate parties" performing fiduciary or transferor duties or rendering any other service, pursuant to any such transfers, notices, documents etc., for the furtherance of the purposes and intents of this Trust shall, absent of any fraud, be under no liability or implied obligations for the application or administration of this Trust, and shall not put Trustee to task or inquiry regarding any meaning, terms, efficacies, supplements, or amendments concerning this Trust.

ARTICLE TEN

- Certificate of Trust Proving Existence -

A Certificate of Trust Abstract/Affidavit signed by the Settlor/Trustee(s) of this Trust declaration shall be conclusive evidence upon all persons and for all purposes of the facts stated in said Certificate respecting the terms of this Trust declaration and of the text thereof and of who are Trustee(s) hereunder.

ARTICLE ELEVEN

- Title of Trust -

This Declaration of Trust shall be referred to as the --

SAMPLE FAMILY TRUST

Dated: January 25, 2015

RLT Page 36 (of 37)

ACKNOWLEDGEMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

I, **JOHN SAMPLE**, the undersigned Settlor of this Revocable Living Trust Agreement referred to as the:

SAMPLE FAMILY TRUST
Dated: January 25, 2015

hereby sign my name to this instrument on this _____ day of _____, 2016, and being first duly sworn, declare to the undersigned authority that I sign and execute this instrument willingly, consisting of *thirty-seven (37)* pages including this page, and execute it as my free and voluntary act for the purposes herein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 1/25/2015

x _____
JOHN SAMPLE

We, _____ & _____, the witnesses, hereby sign our names to this instrument, being first duly sworn, and declare to the undersigned that **JOHN SAMPLE** signed and executed this instrument before us and that he signed it willingly and that each of us hereby signs as a witness and acknowledgement to his signing, and that to our knowledge he is of eighteen years of age or older, of sound mind, and under no constraint or undue influence.

x _____ Address _____
Witness

x _____ Address _____
Witness

On this _____ day of _____, 2016, before me, _____, the undersigned, personally appeared **JOHN SAMPLE** and the above identified WITNESSES, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged to me that they executed the same in their authorized capacity and by their signatures.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)



SUCCESSOR TRUSTEE REMOVAL NOTICE

– BY TRUST PROTECTOR –

I, the undersigned, _____ named as the **Trust Protector** of that certain Declaration of Trust Agreement referred to as the:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

of which a copy of an abstract of such Trust (*Certificate of Trust*) is appended hereto, hereby give notice that I have opted to remove from office the Successor Trustee appointed in said Trust and to appoint another as that authority is duly granted to me under Trust Agreement.

NOTWITHSTANDING, if Paragraph “D” / Article Five in said Trust contains a provision that does not allow the Trust Protector to remove the appointed Successor Trustee without authorization from the charitable organization identified in Article Four, then I understand that this Notice must be submitted to such charity (as well to the Successor Trustee) and deemed a request to allow the terms of this Successor Trustee Removal Notice, which cannot otherwise be validated without such authorization and remuneration (with interest) to said charity as may be applicable/required by the terms of said Trust.

NOW THEREFORE, in place of the originally appointed Successor Trustee, I appoint:

to assume full rights, title and interest in and to the assets of said Trust agreement as the (Successor) Trustee therefore to administer the same according to provisions and decrees set forth in said Trust agreement.

x _____

Trust Protector

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, _____, the undersigned, personally appeared **said Trust Protector** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed/signed the same in his/her authorized capacity, and that by his/her signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

LOCATER/IDENTIFIER REFERENCE LEDGER

SAMPLE FAMILY TRUST

Listed below are names, w/relationships (to Settlor), addresses and phone numbers of individuals who are parties of the Trust including beneficiaries, trustees, personal representatives, agents, and/or guardians.

Individual

Address/Phone

<i>Individual</i>	<i>Address/Phone</i>
_____ Name/Relationship	_____ _____ _____
_____ Name/Relationship	_____ _____ _____
_____ Name/Relationship	_____ _____ _____
_____ Name/Relationship	_____ _____ _____
_____ Name/Relationship	_____ _____ _____

CERTIFICATE OF TRUST

Introduction

This fourth section contains the Certificate of Trust. This document is primarily for providing evidence to a *transfer agent* about certain facts concerning your trust. A transfer agent is an agent authorized by your trust (and as shown in this Certificate of Trust) to rely on the information provided in this certificate as being evidence sufficient to enable him to make a transfer of your assets, held on account with his firm, to your trust.

This certificate shows to the agent that (1) you have established a trust, as creator/settlor, on a certain date, (2) you have retained revocable power over the trust, (3) you are (currently) serving as trustee, (4) a successor will be serving as trustee at a later time, based on a contingent event and (5) basic administrative powers have been granted to the trustee.

The two parts of this Certificate – the Abstract & Affidavit – are designed to be used together. However, for convenience sake, the Affidavit can be utilized as a stand-alone Certificate when used in jurisdictions that have adopted the Uniform Trust Code application for Certificates of Trust (and accepted by the third party).

It is not necessary for you to disclose to any outside party the persons and methods you have chosen to disperse your estate to and by. Therefore, a certain amount of privacy, as well as convenience, can be maintained by furnishing a Certificate of Trust to transfer agents instead of the actual trust itself.

You may need to make several copies of this document, depending on how many agents you will be dealing with. Reproductions (copies) are deemed to be original counterparts of the certificate itself so it is not necessary for the agent to see the original document as he needs to have only a copy.

It may be advisable to send a copy of this document to the county recorder's office when recording deeds. It must be used in conjunction with the Retitling & Change of Beneficiary Letters and Stock & Bond Powers (located in the tenth section of the Portfolio document set).

CERTIFICATE OF TRUST

– Part 1 / Abstract –

<I> / Pt2

TO WHOM IT CONCERNS:

THIS CERTIFIES that JOHN SAMPLE, on the date identified below, created and established a Revocable Living Trust and appointed JOHN SAMPLE as the (original) Trustee of said Trust, which is acknowledged and referred to as the:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

Any other designation of Trustee(s) of said Trust is valid, and to be recognized by whom it concerns, when evidenced by the contents of this instrument (or valid amendment thereof) and a "SUCCESSOR TRUSTEE NOTICE" (and proper appendage) attached to this Certificate.

Any designated Trustee(s), both now and hereafter, shall act with full delegated powers stated herein on his/her/their own, being sufficient and unnecessary to be put to further inquiry into the right of such Trustee to so act.

Reproductions of this executed original (with the reproduced signatures) shall be deemed to be original counterparts of this Certificate. The undersigned hereby certifies that the following constitutes a true and correct copy of certain provisions in said Trust and may be relied upon as a full statement of the matters covered by such provisions:

ARTICLE ONE

- *Reservation of Rights* -

The Settlor reserves the following rights to be exercised at any time and from time to time, to be exercised, during his lifetime without the consent of any other person:

A. To amend, in whole or in part, or to revoke this Declaration (by a writing delivered to a Trustee other than himself if such Trustee is serving).

B. To add any other property by transferring such property to the Trustee, which property shall be described in a receipt signed by the Trustee, and to add any other property by his will. The Trustee shall administer and distribute any such property as if it had been a part of the original Trust assets.

C. To redirect and make payable to the (successor) Trustee of this Trust proceeds from all “payable on death” (POD) assets owned by the Settlor including life insurance, annuities, IRAs, qualified and non-qualified retirement plans and other like sources and to duly authorize said Trustee to act on behalf of Settlor, upon his decease, in executing any necessary beneficiary designation forms to accomplish this end.



1. This retained redirect power (above) shall additionally apply without limitation or restriction to any/all POD asset(s) that may be listed on Settlor's Asset/Inventory Ledger *located in the MLCP Client Console Funding Kit section* wherein Settlor expressly states that the above (re)directive supersedes any beneficiary designation previously contracted by Settlor **with respect to any asset listed on said Asset/Inventory Ledger located in the MLCP Client Console Funding Kit section** having proceeds payable upon Settlor's decease.

2. For this decreed redirect application, Settlor hereby expressly exonerates and absolves any perceived liabilities or implied obligations for and concerning third-party-vendor account holders complying with this retained redirect power on behalf of Settlor.

ARTICLE FIVE
- Trustee Selection -

A. The Settlor/Creator reserves the power to remove any Trustee and to appoint other or additional Trustees not presently named as alternate Trustees (at the creation of this Trust) and may elect to appoint a co-Trustee to serve with him.

B. Settlor shall serve as Trustee (as heretofore appointed) until (i) he resigns by a statement in writing addressed to Trustee or (ii) he is diagnosed by his attending physicians as being impaired (certified in writing) beyond having the ability to manage his administrative and fiduciary affairs of this Trust or (iii) his death.

C. Upon Settlor/Trustee's (i) resignation or (ii) his inability to serve because of a condition causing impairment of administrative abilities (as evidenced by a medical certificate from his attending physician) or (iii) his death, **JAMES J. SAMPLE** (Creator's Son) shall serve as Trustee. If **JAMES J. SAMPLE** is unwilling or unable to serve then **JANE J. SAMPLE-SMITH** (Creator's Daughter) shall serve as Trustee of this Trust.

D. If there are no Successor Trustee Appointees named above who are willing or able to serve as Trustee then **DUNHAM TRUST COMPANY** (Nevada Corporation) shall serve as Trustee of this Trust.

ARTICLE SIX

- Trustee Fiduciary Power & Provisions -

1. Retention of Assets. The Trustee may retain any asset, however acquired, for as long as he deems advisable, even if (he is personally interested in the asset or) his retention results in a lack of diversification.

2. Property Transaction. In the interest of the Settlor and the beneficiaries of this Trust estate and to facilitate equitable prudence, within the provisions of this Trust, the Trustee may sell, exchange, mortgage, lease, convey, encumber, pledge, hypothecate or otherwise dispose of any real, personal or other property to any person, entity, beneficiary or agent or to a Trust or estate of which such Trustee is also a fiduciary, including this Trust estate.

3. Investment Purchasing. The Trustee may purchase (as an investment for this Trust estate) assets belonging to any Trust created by the Settlor's will or any other declaration; or lend money to this Trust estate or to any other such Trust without personal liability of the fiduciaries thereof for repayment of such loans.

4. Investment of Assets. The Trustee may invest (or reinvest) any assets of this Trust estate, which he deems advisable, without limitation by any statute, rule, law or regulation limiting the investment of funds by corporate or individual fiduciaries; e.g. the Trustee may invest in equity securities, as well as debt securities, and may delegate investment functions or commingle assets.

ARTICLE NINE

- Non-Liability of Separate Parties -

Custodial agents, transferal agents, venders, financial institutions, physicians or any other "separate parties" performing fiduciary or transferor duties or rendering any other service, pursuant to any such transfers, notices, documents etc., for the furtherance of the purposes and intents of this Trust shall, absent of any fraud, be under no liability or implied obligations for the application or administration of this Trust, and shall not put Trustee to task or inquiry regarding any meaning, terms, efficacies, supplements, or amendments concerning this Trust.

ARTICLE TEN

- Certificate -

A Certificate of Trust Abstract/Affidavit signed by the Settlor/Trustee(s) of this Trust declaration shall be conclusive evidence upon all persons and for all purposes of the facts stated in said Certificate respecting the terms of this Trust declaration and of the text thereof and of who are, from time to time, the Trustee hereunder.

~ End of Abstract of Trust ~

NOTICE: This Part II Affidavit of Trust Certificate may be deemed as a legal component to the foregoing Part I Abstract of Trust or be used solely as a conclusive, stand-alone Certificate of Trust concerning the trust instrument identified herein for reliance by all interested parties.

CERTIFICATE OF TRUST

– Part 2 / Affidavit –

<I> / Pt1

SAMPLE FAMILY TRUST

- 1) The **SAMPLE FAMILY TRUST**, which is now in full force, was created on the date recorded (below) in **Item #5** of this page.
- 2) The settlor of said trust is **JOHN SAMPLE** who created/established said trust.
- 3) The current trustee of said trust is **JOHN SAMPLE** located at:

**234 Main Street
Phoenix, AZ 85005**
- 4) Said revocable trust is not (now) a separate tax entity and does not (now) require a separate tax EIN number; the settlor's personal tax ID number (SSN) currently serves as the tax ID number of said trust.
- 5) All property can be assigned to the trust using the following assignee designation:

**JOHN SAMPLE, Trustee
SAMPLE FAMILY TRUST
Dated: January 25, 2015**
- 6) The trustee, only, has full authority to sign and authenticate all documents on behalf of the settlor in exercising the powers of trustee of said trust.
- 7) The primary (and contingent) remainderman beneficiaries of said trust were not involved in establishing the trust, in any manner.
- 8) Said trust is revocable and (only) **JOHN SAMPLE** has the power to revoke it.
- 9) Said trust is a written document stipulating that the trustee – under authority by the settlor – has the power to borrow money, purchase, construct, and/or to encumber real estate on behalf of said trust.
- 10) The primary (and contingent) remainderman beneficiaries of said trust are not required to consent to, and cannot direct in any manner, transactions of the settlor/trustee pertaining to the trust.
- 11) Said trust has not been revoked, modified, or amended in any manner to cause the representations in this Certificate of Trust to be incorrect or inapplicable.

- 12) There are no other provisions in said trust instrument or amendments thereto that may limit the power of the trustee therein to sell, convey, pledge, mortgage, lease or transfer title to realty interest held in said trust.
- 13) Said trust does not conflict with any state law regarding foreclosure proceedings in the state where the settlor's (trust) realty property is located.
- 14) A power of attorney agent may not execute documents on behalf of said trust/trustee unless otherwise authorized in writing by the trustee of said trust.
- 15) Any person who acts in reliance upon this Certificate of Trust without knowledge that the representations contained herein are incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained herein.
- 16) Knowledge of the terms of said trust cannot be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying upon this Certificate.
- 17) Any person who in good faith enters into a transaction in reliance upon this Certificate may enforce the transaction against said trust property as if the representations contained herein were true and correct.
- 18) Any person making a demand for said trust instrument in addition to this Certificate of Trust or excerpts hereof is liable for damages if the court determines that such person did not act in good faith in demanding said trust instrument.

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 1/25/2015

x _____
JOHN SAMPLE

ACKNOWLEDGEMENT

STATE OF ARIZONA

COUNTY OF MARICOPA

On this _____ day of _____, 2016, before me, _____, the undersigned, personally appeared **JOHN SAMPLE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed/signed the same in his authorized capacity, and that by his signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)



SCHEDULES & LEDGERS

Introduction

This fifth section contains documents for property conveyance and characterization. Documents such as Quit Claim Deeds, Assignments of Beneficial Interest (e.g., Secured Realty Interest), Promissory Note conveyances, Limited Partnership interests, or whatever (other) transfer document(s) needed in your case, may be stored in this section.

The Assignment of Tangible/Personal Property (enclosed) is a useful tool in funding assets that typically do not have a title or certificate of ownership such as household furnishings, collectibles, clothing, heirlooms, coins, tools, guns, motor vehicles etc. Although you can retitle your motor vehicle to your trust, this document has always worked very well in transferring motor vehicles into a living trust.

Schedule A should be filled in if the ONLINE Funding Kit is not utilized. Trust law has determined that listing assets on a Schedule (only) is another way of funding the trust. You should list all assets (not conveyed by the Personal Property Assignment or the ONLINE Funding Kit) on Schedule A in this section.

The Settlor's Chattel Schedule is a form that allows you to list names of individuals whom you wish to receive a certain personal property item of yours. Just list such item, on that Schedule, and the name of the person (beneficiary) who is to receive that item. The trust instructs the trustee to distribute such item to the named individual. NOTE: That functionality may also be accomplished by the Client Console PostScript page.

Certain documents need to be signed immediately. Some documents are to be filled in and/or signed later. Please refer to the Portfolio Summary Section if clarification is needed.

ASSIGNMENT OF PERSONAL PROPERTY

<I>

I, **JOHN SAMPLE**, the undersigned, the Settlor of that certain Declaration of Trust & Agreement identified below, hereby assign all of my rights, title and interest in and to all of my personal property, including, but not limited to, all of my personal and household effects, jewelry, books, pictures, works of art, furniture, antiques, collections, coins, precious metals, gems, livestock, all sporting and other equipment, tools of any kind, all motor vehicles, all contents of my safe deposit box(es), and *all personal digital accounts* to:

**JOHN SAMPLE, Trustee
SAMPLE FAMILY TRUST
Dated: January 25, 2015**

and to my successor trustee(s) thereafter and declare that such assignment shall be distributed according to the dispositive provisions set forth in said Trust.

I further declare that I am acquiring and will hold in the name of said Trust all items listed on the Property Schedule(s) attached hereto and incorporated herein as amended from time to time and including, but not limited to, all assets that may have been inadvertently omitted from the Property Schedule(s) or acquired subsequent to the execution of the Trust, whether listed or hereinafter acquired, and henceforth declare that such assets shall and will belong to said Trust and not to me as an individual.

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 1/25/2015

x _____
JOHN SAMPLE

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2016, before me, _____, the undersigned, personally appeared **JOHN SAMPLE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed/signed the same in his authorized capacity, and that by his signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)



SCHEDULE "D"



SAMPLE FAMILY TRUST

– DEATH BENEFITS PAYABLE TO TRUST –

(Life Insurance, Annuities, IRA's, Pension Plans etc.)

Benefit Description/Account No.	Issuing Entity
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

NOTE: List the beneficiary designation of each above listed "Death Benefit" whether the trust is the "Primary Beneficiary" (P) or the "Contingent Beneficiary" (C).

PERSONAL PROPERTY SCHEDULE



(Itemized Distributions)

JOHN SAMPLE, the Settlor of the **SAMPLE FAMILY TRUST**, hereby delivers to the trustee of this trust all of his tangible personal (chattel) property which he holds in this trust recorded and identified below which is to be distributed to the persons described below respective of each separate item.

x _____

JOHN SAMPLE

Property Item

Recipient

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ADMINISTRATIVE DOCUMENTS

Introduction

This sixth section contains most of the administrative documents of your estate plan which primarily pertain to your trust. These documents/forms are designed for ease of administration for you now, as trustee, and convenience for your successor trustee (and attending physician) to use as needed in the future.

It would be wise to first make copies of any document that you are going to use and keep the originals in your Portfolio. The reasoning is if you use copies of these documents rather than the originals, you will always have an original to copy (and use) later if and when needed.

These documents have been carefully thought out and constructed for your convenience. They will save you money. Their proper use should preclude the need to pay extra fees to have additional documents drafted to address estate-planning changes and situations that may (and will) arise, in the future.

The administration documents are designed and written to be self explanatory as well as useful. However, if you have any questions about any of the forms, or the use of them, refer to the Portfolio Summary Section (first section) of your Estate Planning Portfolio. In the Portfolio Summary Section you will find definitions of each document in this section.

These documents do not necessarily need to be signed now to implement your Estate Plan. They are generally to be signed at a later time when needed. Please refer to the Portfolio Summary Section for clarification.

APPOINTMENT OF NOMINEE TRUSTEE

<I>

BE IT KNOWN THAT I, **JOHN SAMPLE**, the undersigned, declare that I am the Settlor of that certain (revocable) Declaration of Trust Agreement referred to and known as the:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

and that I have elected - by the authority stated under Article Six, Section B, Paragraph 5 of said Trust - to appoint another as a *Nominee Trustee* to serve as my Agent in the office of Trustee of said Trust which I am now currently serving.

THEREFORE, pursuant to such authority and right, _____ is hereby authorized by me TO ACT ALONE in signing all transactions, entering into all buying and selling contracts or carrying out any other fiduciary duties and powers pertaining to this Trust as it applies to the powers and requirements bestowed upon the Trustee of this Trust.

_____ shall now herewith be authorized, by me, to act alone as though he/she were the sole Trustee of this Trust - until further (written) notice is expressly given to the contrary. No further inquiry is required by any third party to this Trust to substantiate or verify the authenticity and meaning of this appointment.

x _____
JOHN SAMPLE

- ACKNOWLEDGEMENT -

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, _____, the undersigned, personally appeared **JOHN SAMPLE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed/signed the same in his authorized capacity, and that by his signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

SETTLOR'S RELINQUISHMENT OF TRUSTEESHIP



TO SUCCESSOR TRUSTEE

I, **JOHN SAMPLE**, the undersigned, declare that I am the Settlor/Trustee of that certain Declaration of Trust referred to and known as the:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

in which provision is made for the Settlor's voluntary release of authority as Trustee to the Successor Trustee(s), named therein.

I, therefore, by this statement voluntarily relinquish all authority, powers and rights as Trustee under said trust to the (appointed to be) Successor Trustee -

who shall have and exercise all of the powers vested in the trustee as authorized in said trust.

x _____

JOHN SAMPLE

- ACKNOWLEDGEMENT -

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, _____, the undersigned, personally appeared **JOHN SAMPLE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed/signed the same in his authorized capacity, and that by his signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

SETTLOR'S REINSTATEMENT AS TRUSTEE



I, **JOHN SAMPLE**, the undersigned, declare that I am the Settlor and was a Trustee of and under that certain Declaration of Trust Agreement referred to and known as the:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

in which provision is made for my voluntary release of authority as Trustee as well as for my appointment and restatement as Trustee, by myself, for and to said Trust Agreement.

THEREFORE, I, the undersigned, by this statement, hereby appoint and *reinstate* myself as Trustee of said Trust and declare that I shall have and exercise all of the powers vested in Trustee as authorized in said Trust.

x _____

JOHN SAMPLE

- ACKNOWLEDGEMENT -

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, _____, the undersigned, personally appeared **JOHN SAMPLE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed/signed the same in his authorized capacity, and that by his signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

SUCCESSOR TRUSTEE ACCEPTANCE NOTICE



PLEASE TAKE NOTICE THAT I/We, _____, named as Successor Trustee under that Declaration of Trust Agreement referred to as the:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

of which a copy of an abstract of such Trust (*Certificate of Trust*) is appended hereto and made a part hereof, hereby give notice that I/We have assumed the duties of (Successor) Trustee as stated therewith in said Trust agreement.

ADDITIONALLY, and in support thereof, a copy of one of the documents listed below (identified by checkmark) is attached hereto, in accordance with said Trust agreement, and made a part hereof:

(check one)

- SETTLOR RELINQUISHMENT OF TRUSTEESHIP**
- MEDICAL CERTIFICATION (PHYSICIAN'S NOTICE)**
- SETTLOR'S DEATH CERTIFICATE**

THEREFORE I/We, as Successor Trustee, shall assume full rights, title and interest in and to personal and real property comprising the assets of said Trust agreement and declare that such conveyance of property has been accepted by me/us this date and shall therefore be administrated according to provisions and decrees set forth in said Trust agreement.

x _____
Successor Trustee (or Trustee Agent)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, _____, the undersigned, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed/signed the same in his/her authorized capacity, and that by his/her signature executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

SUCCESSOR TRUSTEE DECLINATION NOTICE



I/We, _____, appointed as a Successor Trustee of that certain Declaration of Trust agreement referred to as the:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

do hereby declare that I/We revoke, refuse and decline forever my/our appointment as the Successor Trustee of said Trust agreement.

IN THE EVENT the alternate Successor Trustee, if any, is unwilling or unable to serve and/or no additional "alternate" had been appointed by the Trust Protector, then the following provision described below shall be in effect (and according to such provision) as stated in said Trust agreement:

(check one)

_____ The declining/vacating Successor Trustee may appoint a successor to fill vacancy.

_____ A majority vote of the surviving beneficiaries of said Trust agreement shall elect and appoint a Successor Trustee.

_____ A court-appointed individual or corporate entity shall serve as Successor Trustee.

x _____
Successor Trustee (or Trustee Agent)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, _____, the undersigned, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed/signed the same in his/her authorized capacity, and that by his/her signature executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

SUCCESSOR TRUSTEE'S TERMINATION



BE IT KNOWN THAT I, **JOHN SAMPLE**, the undersigned, declare that I am the Settlor of that certain Declaration of Trust referred to and known as the:

SAMPLE FAMILY TRUST
Dated: January 25, 2015

and, being of sound mind and fully capable of prudent decisions, have elected to terminate any and all authority granted to -

who was elected to serve as Successor Trustee in accordance with the conditions described in said trust agreement as evidenced by the SUCCESSOR TRUSTEE'S NOTICE document dated on the _____ day of _____, _____.

WHEREFORE, I, the undersigned Settlor, give notice that all of the authorities, powers and rights accorded to such Successor Trustee under said trust agreement on _____, _____ (date of Successor Trustee's Notice), are hereby terminated this day; and therefore, all rights title and interest in and to any and all of the Trust assets are hereby conveyed and reassigned to me as Trustee of said trust.

x _____

JOHN SAMPLE

- ACKNOWLEDGEMENT -

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, _____, the undersigned, personally appeared **JOHN SAMPLE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed/signed the same in his authorized capacity, and that by his signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

AMENDMENT



TRUSTEE APPOINTMENT CHANGE

BE IT KNOWN THAT I, **JOHN SAMPLE**, the undersigned, declare that I am the Settlor of that certain (revocable) Declaration of Trust Agreement referred to and known as the:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

and that I have elected, within compliance to applicable provisions of said Trust, to amend said Trust, by those presents, to wit:

WHEREAS, under Article One the Settlor reserves the right of revocation and amendment (within Trust provisions) to any and all Articles to said Trust including the right to revocation of *Trustee appointment(s)*. THEREFORE, pursuant to such authority and right, the undersigned hereby rescinds and revokes the appointment of -

as Successor Trustee(s) of said Trust and appoint as his (her) (their) substitution -

to serve as Successor Trustee(s) in lieu of such prior appointment.

x _____

JOHN SAMPLE

- ACKNOWLEDGEMENT -

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, _____, the undersigned, personally appeared **JOHN SAMPLE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed/signed the same in his authorized capacity, and that by his signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

AMENDMENT



DISTRIBUTION OF TRUST ASSETS

BE IT KNOWN THAT I, **JOHN SAMPLE** the undersigned, declare that I am the Settlor of that certain (revocable) Declaration of Trust Agreement referred to and known as the:

SAMPLE FAMILY TRUST

Dated: January 25, 2015

and that I have elected, within compliance to applicable provisions of said Trust, to amend said Trust, by those presents, to wit:

WHEREAS, under Article One, the Settlor reserves the right of revocation and amendment (subject to Trust powers) to any and all Articles to said Trust including the right to amend or revoke provisions for *distributions of property*.

THEREFORE, pursuant to such authority and right, the undersigned hereby amends the language concerning distribution of assets under Article _____, Paragraph _____ to instead read, state and provide as follows:

This Amendment No. _____ of said Trust is hereby executed and to be effective on this the _____ day of _____, _____.

x _____
JOHN SAMPLE

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, _____, the undersigned, personally appeared **JOHN SAMPLE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed/signed the same in his authorized capacity, and that by his signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

PHYSICIAN MEDICAL CERTIFICATION



Attending Physician: _____

Practice Address: _____

Date of Certification: _____

TO WHOM IT CONCERNS:

I, _____, the attending physician of –

– **JOHN SAMPLE** –

who presents himself to me to be the Settlor/Trustee of the **SAMPLE FAMILY TRUST**, have diagnosed his medical/mental condition as follows:

I declare therefore, by this Certification in writing, that, in my professional opinion, **JOHN SAMPLE** has a present medical/mental condition that would cause an impairment of his normal ability to act as a fiduciary, in any capacity, concerning his own affairs and expressly that as of a trustee/fiduciary. Further, I disavow any liability or responsibility as to the intended application or use of this Certification.

x _____
Attending Physician

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, _____, the undersigned, personally appeared the above **identified physician** who proved to me on the basis of satisfactory evidence to be the physician whose name is subscribed to this instrument and acknowledged to me that he/she executed/signed the same in his/her authorized capacity, and that by his/her signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

DURABLE POWER OF ATTORNEY

Introduction

This seventh section contains a Power of Attorney that pertains to financial matters; the word "durable" is used to describe the power. This simply means that the appointment of the power (to your agent) would "endure" past your incapacitation; i.e., it would still be valid even if you were unable to function, either physically or mentally, on your own.

POWER OF ATTORNEY APPLICATION NOTICE TO PRINCIPAL

IMPORTANT NOTICE: THE PURPOSE OF THE POWER OF ATTORNEY (POA) OVER ASSETS IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POA OVER ASSETS DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT, WHEN THE POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THE POA.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN IN YOUR POA THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF SUCH POWERS OR YOU REVOKE THE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST ACT IN ACCORDANCE WITH YOUR REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY YOUR AGENT AND, OTHERWISE, IN YOUR BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED BY YOU IN THE POA.

THE LAW PERMITS YOU, IF YOU CHOOSE, TO GRANT BROAD AUTHORITY TO AN AGENT UNDER POWER OF ATTORNEY, INCLUDING THE ABILITY TO GIVE AWAY ALL OF YOUR PROPERTY WHILE YOU ARE ALIVE OR TO SUBSTANTIALLY CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY AT LAW TO MAKE SURE YOU UNDERSTAND IT. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

IF THERE IS ANYTHING ABOUT THE POA OVER ASSETS DOCUMENT THAT YOU DO NOT UNDERSTAND, ASK A KNOWLEDGEABLE LAWYER TO EXPLAIN IT TO YOU.

NOTICE: THE POWERS GRANTED TO THE AGENT YOU ARE APPOINTING HEREIN CAN BE VERY BROAD. CONSULTATION WITH A LEGAL ADVISOR IS RECOMMENDED. THIS DOCUMENT DOES NOT AUTHORIZE THE AGENT NAMED WITHIN TO MAKE MEDICAL OR OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY AT ANY TIME.

DURABLE POWER OF ATTORNEY

– OVER ASSETS –



This Power of Attorney authorizes the person named below as my Attorney-in-Fact to sell, lease, grant, encumber, release or otherwise convey any interest in my real property, execute deeds and all other such instruments on my behalf unless I have otherwise limited such power herein to specific real property or withheld such power regarding all real estate transactions as defined below.

I, **JOHN SAMPLE**, the undersigned, hereby appoint **JAMES J. SAMPLE** to serve as my lawful Attorney-in-Fact over assets – or if **JAMES J. SAMPLE** is unwilling or unable to serve then I appoint **JANE J. SAMPLE-SMITH** – to perform for me and in my name certain acts which I might and could do if I were present and capable by granting herewith the following INITIALED powers:

NOTICE: TO GRANT *ALL* OF THE FOLLOWING POWERS TO YOUR ATTORNEY-IN-FACT, **INITIAL THE LINE IN FRONT OF - (O)** - AND IGNORE THE LINES IN FRONT OF THE OTHER LISTED POWERS.

NOTICE: TO GRANT ONE OR MORE, BUT FEWER THAN ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING TO YOUR ATTORNEY-IN-FACT. TO WITHHOLD A POWER(S), DO NOT INITIAL THE LINE ADJACENT TO SUCH POWER AND/OR CROSS OUT SUCH LINE, IF PREFERRED.

AUTHORIZATION BY INITIALS OF UNDERSIGNED PRINCIPAL:

_____ (A) To engage in banking and/or other financial institution transactions viz: executing, endorsing, collecting, depositing and receiving checks against or in my bank (or other) accounts, including checks drawn on the Treasurer of the United States.

_____ (B) To buy, sell and/or otherwise transfer and/or *gift* my real estate property or engage in any related real property transactions.

_____ (C) to buy, sell and/or otherwise transfer and/or gift my tangible personal property or engage in any related personal property transactions.

- _____ (D) To buy, sell and/or otherwise transfer and/or gift my cash, cash equivalents or other equitable items.
- _____ (E) To engage in stock and/or bond (including stock or bond powers) transactions.
- _____ (F) To engage in commodities and/or options transactions.
- _____ (G) To engage in operational business transactions.
- _____ (H) To engage in insurance and/or annuity transactions.
- _____ (I) To engage in personal claims and/or litigation transactions.
- _____ (J) To engage in personal and/or family maintenance transactions.
- _____ (K) To receive benefits from social security, Medicare, Medicaid, or other governmental programs, including military service related benefits.
- _____ (L) To receive or otherwise handle retirement plan(s) transactions.
- _____ (M) To enter in to my safe deposit box and remove the contents thereof.
- _____ (N) To handle personal (or related) tax matters.
- _____ (O) ALL OF THE POWERS LISTED ABOVE.
- _____ (P) TO RECEIVE REASONABLE FEES/REIMBURSEMENT FOR COSTS & EXPENSES INCURRED AS AN AGENT ACTING HEREUNDER.

NOTICE: IF THIS DOCUMENT HAS BEEN **ELECTRONICALLY VERIFIED** ("**ESIGN/ED**") THEN ALL OF THE ABOVE ITEMS (A-P) SHALL BE DEEMED AS AFFIRMATIVELY CHECKED/INITIALED.

1. *Additionally*, I give power to my Attorney-in-Fact to assign, transfer, convey and deliver to the Trustee of that certain Declaration of Trust referred to as the -

SAMPLE FAMILY TRUST
Dated: January 25, 2015

any and all of my property such as cash, stocks, bonds, securities, annuities and any other property of any kind whether real property or personal; to endorse and deliver to said trustee(s) any checks, drafts, certificates of deposit, notes receivable or other instruments for which I have an interest in as monies payable or belonging to me; to designate the Trustee, of said Trust, as the beneficiary any life insurance policies, employee benefit or pension plans or individual retirement accounts owned by me or in which I have an interest, and, in general, to do all things which I, as a grantor of a living trust, might do if present and capable.



2. *Notwithstanding the above provisions*, my Attorney-in-Fact may not transact with assets/properties which have been previously retitled to said Trust either by me or by my Attorney-in-Fact unless the Trustee of said Trust expressly grants to my Attorney-in-Fact the right to act as a nominee Trustee or agent over any specific asset(s) held in said Trust.

3. Unless otherwise provided hereunder, this Power of Attorney shall *spring into effect* upon the execution of an opinion letter or medical certification of my attending physician (delivered to my Attorney-in-Fact) certifying my incapacity to carry on my normal fiduciary affairs because of a mental or physical impairment and shall continue therein until a certification from a licensed physician declares that the impairment is no longer effective or applicable. This Power of Attorney shall not be affected by the subsequent disability or incompetence of the principal. *Notwithstanding the terms of this paragraph, to the extent this Power of Attorney is intended to be exercised in a jurisdiction not then currently recognizing its efficacy at a "future date" – based upon the occurrence of a future event or contingency – then this Power of Attorney shall be deemed as being effective immediately as to its application in any such jurisdiction.*

4. **PLEASE NOTICE: I FULLY INTEND for this Power of Attorney document to be valid AS IS both in my current State of domicile and/or any other state where this Power of Attorney may be exercised. I HAVE READ AND UNDERSTAND the preceding POWER OF ATTORNEY APPLICATION NOTICE TO PRINCIPAL. This declaration is to apply universally notwithstanding any deemed statutory-compliance failure herein (of any jurisdiction) that may be interpreted by a third party as a reason to repudiate my clear intent with the execution of this document.**

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 1/25/2015

x _____
JOHN SAMPLE

The Declarant signing this foregoing Power of Attorney for Over Assets is personally known to us or has provided proof of his identity, signed or acknowledged his signature on this document in our presence, appears to be of sound mind and not under duress, fraud or undue influence, has not appointed either of us as his health care representative, has not named either of us as a beneficiary of his estate, and is not a patient for whom either of us is an attending physician.

x _____
Witness

Address

x _____
Witness

Address



STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2016, before me, _____, the undersigned, personally appeared **JOHN SAMPLE** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within **Durable Power of Attorney Over Assets** instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature executed this instrument and –

_____ & _____

who witnessed the Declarant's signature to this instrument and that to the best of their knowledge the Declarant was at the time eighteen (18) or more years of age, of sound mind and under no constraint or undue influence.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)



DURABLE AGENT NOTICE



ATTN: Agent/Appointee is to execute this document ONLY upon Principal's incapacitation (or if Appointee declines the designation) or when otherwise appointed under an immediate power.

TO WHOM IT CONCERNS:

I, _____, the undersigned AGENT, named as the Durable (Attorney-in-Fact) Agent for **JOHN SAMPLE**, the principal, in that certain **Durable Power of Attorney Over Assets** document dated –

the _____ day of _____, 20_____

Applicable statement to be checked by Agent:

_____ Have read the attached power of attorney and am the person identified as the agent for the principal. I HAVE ACCEPTED SUCH APPOINTMENT and shall act according to the power and authority granted to me as the durable attorney-in-fact for such named principal; further, I attest that the above named principal is (i) still alive, (ii) was competent at the time of the execution of said Power of Attorney and that (iii) such Power of Attorney remains valid and in full effect wherein (iv) I shall act in accordance with the principal's reasonable expectations to the extent actually known by me and, otherwise, in the principal's best interest, act in good faith and act only within the scope of authority granted to me by the principal in the power of attorney.

_____ HAVE NOT ACCEPTED such appointment and hereby decline my appointment as the durable attorney-in-fact for such named principal.

x _____
Agent

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____, before me, _____, the undersigned Notary Public, personally appeared the above named Agent who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed/signed the same in his/her authorized capacity, and that by his/her signature executed/signed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

LAST WILL & TESTAMENT

Introduction

This eighth section contains your will. It serves as your Last Will & Testament. Implementing this will automatically rescinds - makes null and void - any will(s) you may have established in the past.

Without a living trust, a will functions as a legal document (primarily) for the purpose of distributing one's estate at death. With a living trust, a will serves only to convey property into the trust that had not, for whatever reason, previously been transferred to the trust.

Thus, a will, when used in conjunction with a living trust, is a "Pour-over Will". In simplest terms, your Pour-over Will serves to transfer your unfunded property into your trust, at your death. The beneficiaries of your trust will ultimately inherit those assets.

Realize, however, that a Pour-over Will is not a substitute for *lifetime* funding of your trust. The reason is that even though your unfunded property will eventually be transferred into your trust (at your death) by your Pour-over Will, it still must be probated.

The Pour-over Will also provides a "post-mortem" means of transferring property bequeathed to you, had you not survived the bequest, to your trust. However, any such property received "post-mortem" would also have to go through probate.

Your executor(s) will be appointed in this document as well as a guardian(s), if any, for minor children or incapacitated dependents. Your will can also be used in making a final statement either in the document itself or by an appendage (codicil) to the will.

Your Pour-over Will must be signed, witnessed and supplemented by a "Self-proved Affidavit" (also included in this section) which needs to be signed, witnessed and notarized.

LAST WILL & TESTAMENT

– Pour-Over Will –

<I>

JOHN SAMPLE

I, JOHN SAMPLE, of Maricopa County, State of Arizona, revoke any prior Wills and Codicils and make this my Last Will & Testament.

ARTICLE ONE

- Payment of Expenses & Taxes -

I instruct my Personal Representative to make payments from my estate viz:

1. Except to the extent paid by United States obligations accepted by the United States Treasury Department at par in payment of federal estate taxes that are assets of the –

SAMPLE FAMILY TRUST

Dated: January 25, 2015

and that are required to be applied by the Trustee of said Trust in payment of federal estate taxes that become due because of my death, my Personal Representative shall pay said federal estate taxes by first applying to such payment any such United States obligations that are assets of my estate.

2. My Personal Representative shall pay from the residue of my estate or shall direct the Trustee of said Trust to pay, or both, as determined in the sole discretion of my Personal Representative, the expenses of my last illness and funeral, valid debts, expenses of administering my estate, including non-probate assets, and any estate or other death taxes which become due because of my death, including any interest and penalties.

3. It is the purpose and intent of this Paragraph (and Sub-Paragraphs) that, so far as is practical, any estate taxes paid shall be paid out of my entire estate whether passing by this Will or otherwise concerning property over which I possessed a general power of appointment, before distribution to any beneficiary.

3.1. If estate (or income) tax or any part thereof is paid by, or collected out of, that part of my estate passing to or in the possession of any person other than my Personal Representative, in its capacity as Personal Representative, such person shall be entitled to reimbursement out of any part of my estate, or otherwise, still undistributed. Such reimbursements may be by a just and equitable contribution by the persons whose interest in my estate would have been reduced if the tax had been paid before distribution or whose interest is subject to equal or prior liability for the payment of taxes, debts, or other charges against my estate.

3.2. If any part of my gross estate on which estate tax has been paid consists of the value of property included in my gross estate under IRC Section 2041, my Personal Representative shall be entitled to recover from the person (or persons, prorata if more than one recipient) receiving such property by reason of the exercise, nonexercise, or release of a power of appointment, such portion of the total tax paid as the value of such property bears to the taxable estate.

3.3. In the case of any such property received by my spouse (if I marry) for which a deduction is allowed under IRC Section 2056 (relating to the marital deduction), this Paragraph (and Sub-Paragraphs) shall not apply to such property except as to the value thereof reduced by an amount equal to the excess of the aggregate amount of the marital deductions allowed under Section 2056.

3.4. If any part of my gross estate consists of property which is includible in my gross estate by reason of IRC Section 2044, relating to certain property for which a marital deduction was previously allowed, my estate shall be entitled to recover from the person receiving the property the amount by which the total tax which has been paid exceeds the total tax which would have been payable if the value of such property had not been included in my gross estate.

3.5. My Personal Representative may (i) exercise all of the foregoing elections and any others available under any tax law, to obtain, to the extent practicable, both the optimum reduction in my estate taxes and in the income taxes estimated to be payable by my estate or the beneficiaries thereof, any business interests in my estate and the optimum deferral of all of those taxes, (ii) make adjustments between income and principal amounts and to allocate the benefits from any election among the various beneficiaries of my estate, and (iii) compensate for the consequences of any election that it believes has had the effect of preferring one beneficiary or a group of beneficiaries of my estate over others.

3.6. All such foregoing elections and adjustments shall not, however, diminish any portion that would create an adverse taxable event to my estate or beneficiaries thereof.

ARTICLE TWO
- Personal Property Allocations -

I give and bequeath all of my personal property (if any) – not otherwise previously assigned to a Trustee or under mandate of an existing right of survivorship arrangement – *to the Trustee of the following identified Trust* for the administration and final distribution of such personal property:

SAMPLE FAMILY TRUST
Dated: January 25, 2015



ARTICLE THREE
- Estate Residue Disposition-

I give the residue and remainder of my estate, including all real property, that may not have been transferred to said Trust during my lifetime (*unless I held such property as a joint-tenant-with-right-of-survivorship with another who survived me*), and including all the property I can dispose of by my Will and not effectively disposed of by the preceding Articles of this Will, to the Trustee of said Trust, as amended and existing at my death, in order to be added to and disposed of as a part of the assets of such Trust.

ARTICLE FOUR
- Personal Representative / Executor Appointment -

I hereby nominate and appoint **JAMES J. SAMPLE** to serve as my Personal Representative and the Executor of my Will. If JAMES J. SAMPLE is unable or unwilling to serve or continue as the Executor of my Will, then I nominate **JANE J. SAMPLE-SMITH** to serve as the Executor of my Will.

ARTICLE FIVE
- Fiduciary Provisions -

The following shall apply as to my Personal Representative:

1. Administrative Powers: My Personal Representative, in addition to all other powers conferred by law that are not inconsistent with those contained herein, shall have the power, exercisable without authorization of any court to (i) sell at private or public sale, to retain, to lease, and to mortgage or pledge for the purpose of borrowing money, any or all of the real or personal property of my probate estate (if any), (ii) make partial distributions from my probate estate (if any) from time to time and to distribute the residue in cash or in kind or partly in each, and for that purpose to determine the value of property distributed in kind, and (iii) sell to, buy from, lend to, and borrow from the trustee of any trust I may establish even though such trustee may be the same as my Personal Representative.

2. Administrative Provisions: I direct unsupervised administration of my estate and that my probate estate (*if any*) be administered in as informal a manner as my Personal Representative deems advisable and as applicable law permits. No bond or other indemnity shall be required of any Personal Representative. To effect the nomination of my Personal Representative, the person possessing the nomination shall file with the court, having jurisdiction over my estate, at any time after the date of my death. If a 30-day period lapses during which no Personal Representative is acting hereunder and no nomination is filed with the court, a statement that a designated person or entity is nominated as an additional or Successor Personal Representative shall be filed, by the heirs of my estate, to effectively appoint a Personal Representative on my behalf.

ARTICLE SIX
- Guardianship Appointments -

<I>

(Not Applicable as of the Signature Date of this Will)

ARTICLE SEVEN
- Jurisdiction -

If I should execute this, my Will, by verifiable electronic means in compliance with the "**Electronic Signatures in Global and National Commerce Act**" (ESIGN), the "Act" – a body of law enacted by Congress specifically referred to as *The Consumer Consent Provision in CFR §101(c)(1)(C)(ii) of the "Act"* – **which electronic signature shall be verified on the following "Affidavit" page**, then I direct that the effect of my "electronic signature" of my Will be singularly and legally sufficient for the acknowledgement, authentication, and validation of my express intent herein notwithstanding any Arizona body of law that may not then recognize the same. Further, I direct my Executor to arrange for the probate of my Will, if necessary, in a jurisdiction that otherwise recognizes verifiable electronic signatures of Wills in the event that the State of my domicile (at the time of my decease) refuses to recognize such electronic implementation procedure(s) of a Last Will & Testament.

ARTICLE EIGHT
- Contents of Will, Testimonial and Attestation Provisions -

This Last Will & Testament consists of eight (8) Articles (this Article inclusive) and five (5) pages including a *self-proving affidavit*.

(DS) <SI>

Document Electronically Signed/Enacted* (per ESIGN): 1/25/2015

x _____
JOHN SAMPLE

This document has been signed, sealed, published and declared by the above named Testator as his Last Will & Testament in our presence who at his request in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

x _____
Witness Address

x _____
Witness Address



FUNDING INFORMATION & FORMS

Introduction

This ninth section contains various *retirement* letters needed for transferring certain assets to your trust. These documents have been designed for convenience and expediency. Just fill in the applicable account numbers, sign the letter(s) and send it to the respective transfer agents. They, in turn, will retitle those assets to your trust.

The *beneficiary change* letters in this section are very helpful when designating your trust as the beneficiary of your insurance, annuities, qualified plans etc. A certain amount of planning should be incorporated when determining the proper use of these beneficiary change letters.

Always remember to make as many photocopies as you will need for each respective letter-format and *keep the originals* in your Portfolio. You should go through all of these forms so that you understand the request that you are making with each form that you send to a transfer agent.

Also included are *stock & bond powers*. These may be used to transfer title of a stock or bond certificate without having to actually (locate, relocate and) sign the certificate itself. The signed stock or bond power is simply attached to the certificate, by the transfer agent, indicating title transfer. This avoids the requirement of having to mail such certificate back and forth from the transfer agent to you.

Immediately following is a FUNDING YOUR TRUST guide which lists most all assets that could be transferred into a trust including brief instructions regarding the procedures for the funding of each such asset into your Trust.

– FUNDING YOUR TRUST –

[<1>](#) / [Pt2](#)

Part 1 of this material covers the conventional ways of funding a trust, particularly a Revocable Living Trust, using specifically-drafted transfer documents – signed in front of a notary public – to transfer realty interests, non-qualified equity accounts, business interests, contractual interests and including accounts payable to a trust. Part 2 details an alternate and much more convenient method of funding a trust with ELECTRONIC asset-ledger schedules and ESIGN signature dynamics.

– PART 1 –

GENERAL FUNDING GUIDELINES

The customary method of transferring title of property to a trust – particularly a Revocable Living Trust (RLT) – involves the “retitling” of property/assets from the grantor of the trust to the trustee. The procedure generally takes the form of a written request by the grantor to the transfer agent of the institution holding custody of the grantor’s assets (on behalf of the grantor) to “retitle” the assets from the grantor as a natural person to the trustee of the trust. That request is then applied by the transfer agent on the grantor’s account at the institution.

- Property titled to the name of the original trustee must, however, again be (re)titled into the name of the successor trustee in order for that trustee to eventually take legal title (as a trustee) of the assets to manage and/or transfer those assets.
- Thus, the contemporary process of *retitling* one’s assets to himself as the trustee of his trust does the job for trust funding purposes, but it’s not the end of the story. The retitling to the successor trustee must still be done in order for the final distribution (or sale) of the trust assets to take place after the grantor’s decease. *(That requirement suggests that there may be another more efficiently way to fund, and manage the funding of, a trust.)*

OWNED REAL ESTATE INTERESTS

- Although generic transfer documents can be used to transfer realty title, realty interests are customarily transferred to a trust by *realty deeds* conveying realty title from the grantor to the trustee of the trust.
- Generally, the best way to transfer real estate (homes, condominiums, farmland, lots, timeshares [if owned by deed] etc.) into your Trust is by a *Quit Claim Deed*. A Quit Claim Deed is not a warrant or guarantee that the transferor (you) are transferring all interest that the legal description describes; you are ONLY transferring whatever interest you currently own regarding to the described property in the deed to your trust.

- Although it is recommended to have the deed recorded at the appropriate County Recorder/Registrar Office upon the execution of the deed, *it is not actually required* until the trustee transfers the deed out of the trust because of a sale or by direct conveyance to the beneficiaries of the trust.
- Although it varies from state to state (and sometimes from county to county), a requirement often exists to fill out a "realty transfer" or "change of ownership" form when a deed is recorded. These forms can be obtained from the Office of the County Recorder where the deed is to be recorded and should be submitted with the deed.
- On occasion, an existing deed will include a "due on sale/transfer" clause indicating that the entire note will come due upon the date of the transfer/sale of the owner's interest. Although a transfer to a living trust is neither a transfer of ownership nor a sale and should not trigger the pay-up requirement, it is advisable (if your mortgage has such a clause) to check with the mortgagee before transferring such property to your trust.

CARRIED REAL ESTATE INTERESTS (secured)

- Real estate can be sold with a secured carry-back feature in generally two ways by either a Contract for Deed or a Deed of Trust. A Contract for Deed is when the seller holds the note himself and the purchaser makes installment (or other) payments directly to the seller. A Deed of Trust/Trust Deed is where a third party (i.e., a trustee) holds the note on behalf of the seller and the purchaser makes payments to that trustee. In either case, the seller's interest in the note can be conveyed into a living trust by a *Secured Realty Interest (SRI)* document.
- The SRI document does not necessarily have to be recorded. But, the purchaser/payor should have a copy of the SRI so that he knows to pay the trustee of your trust. If you are carrying paper on a Contract for Deed then you should also "quit claim" your interest in that deed by signing a Quit Claim Deed conveying that property into the trust. It will then be held safely in the trust in the event that the payor defaults on the purchase contract and the terms are not fulfilled. In such case, the carrier of the Contract for Deed repossess the realty interest of that deed.

PROMISSORY NOTES & SALES CONTRACTS (unsecured)

- If you are a holder/carrier of a Promissory Note and/or a Sales Contract, you may convey your interest in the note/contract to your trust by a *Conveyance* document similar to the SRI. In most cases it would not be necessary to record the conveyance document.
- The payor of the note should have a copy of the Conveyance document so that he knows your interest in the note has been transferred to your trust and that he (the payor) now needs make payments to the trustee of your trust.

FORMAL BUSINESS INTERESTS

- Formal business interests are generally owned through state-registered entities formed as *C-Corporations (closely held or otherwise), S-Corporations, Professional Corporations, Limited Liability Companies, and Limited Partnerships*.
- Business-interest transfers to a trust can be accomplished by either (i) the transfer agent of the entity changing title of the owner's interest by way of an initial Request of Retitlement Letter or (ii) through a signed Conveyance of Business Interest document.
- The conveyance document method is usually sufficient to avoid probate (a copy of the document needs to be sent to the transfer agent of the entity at some point) even if the conveyance document is presented after the decease of the account owner.
- At times, registered limited partnerships may have cumbersome requirements concerning transfers of a partner's interest; thus, the process can be expensive and time consuming including the need for *refiling* the partnership's Certificate of Partnership at the Secretary of State's office. In such case, it may be best to not use the retitlement method – and only the conveyance document method – for the sake of simplicity.

GENERAL PARTNERSHIP INTERESTS & SOLE PROPRIETORSHIPS

- Informal business interests of general partnerships and sole proprietorships are similar and can be transferred to a trust by a *conveyance* document which would include the “blue sky” value, if any, of the business. This conveyance document should describe the name, type and location of the business.
- For a general partnership, information about the state of domicile and the date partnership was established should be on the conveyance document. These informal-business-entity conveyance documents rarely need to be recorded.

BANK ACCOUNTS (Checking, Savings, Money Market, CDs, & Safe Deposit Boxes)

- As a rule, most banks will accept a copy of the Certificate of Trust (COT) (instead of requiring that a copy of the trust itself be presented) along with the appropriate Request for Retitlement (RFR) Letter to change title of your institutional equity accounts.
- It is not necessary to have new checks printed reflecting the name of the trust or the trustees unless you wish to have it that way. It is best to hand-carry the RFR's to the bank as you will need to sign the signature cards for the title change.
- If you have someone (such as a child) as a "signer" on the existing joint account, then request a "disclaimer form" from the bank so as to have the signer disclaim personal interest in the account. The (signed) disclaimer form, RFR and the COT will then need to be presented to the bank's transfer agent to take the joint name off of the account and a new signature card should be signed by you.

- If your bank does not have a disclaimer card method to get the joint signer's name off of the account then you will have to close the account and open a new account in the name of the Trust.

SECURITIES/BROKERAGE ACCOUNTS

- Each individual security account can be retitled using the RFR letter. If you have many different securities accounts, you may consider consolidating all of the accounts (stocks, bonds, mutual funds etc.) into one brokerage/security street name account. This applies also to a corporate trustee account if you are working with an independent Registered Investment Advisor (RIA) holding your accounts with an independent trustee, before retitling into your trust.
- By using a street name brokerage account or a corporate trust account, you need to retitle only one account (into your trust) and it gives you the added convenience of receiving only one (consolidated) monthly report. This procedure will also help simplify the administration of your trust at a later date.

STOCKS & BONDS

- If you are personally holding stock and/or bond certificates, you might consider consolidating them into one brokerage account for trust funding purposes. To do that you will need to sign a stock/bond power which also needs to be signed by a Signature Guarantor (bank official or other person authorized under the Securities & Exchange Commission).
- It is not recommended to sign the actual certificate itself (unless required by a transfer agent); rather, sign only the stock/bond power and attach it to the appropriate certificate(s). Then, send to the transfer agent of the broker/dealer for retitling. You will likely be required to sign a "Letter of Authorization" to transfer stocks or bonds to your trust. It will be provided, in such case, by the transfer agent where you will need to sign, fill out and send back with the stock/bond powers and certificates.
- Depending on the efficiency of the transfer agent, it may be 4-6 weeks before this whole transaction is completed. If you do not consolidate your stock and/or bond certificates into a brokerage account then you must either sign over the certificate itself to the trustee of your trust or sign a stock/bond power for each certificate and attach the power to the certificate.

GOVERNMENT SERIES E/EE BONDS & TREASURY NOTES

- The documentation and forms needed for the transfer of Series E/EE bonds and Treasury Notes to a trust has been simplified. One way is to log on to the www.treasurydirect.gov website and following the directives.
- Trusts can also be named as the beneficiary of a government savings bond; the requests and procedures to apply that method is similar to transferring the same into your trust.

MUTUAL FUND ACCOUNTS

- You will normally need to submit a RFR form for each mutual fund that you are transferring to your trust. However, certain mutual fund companies require the transferor's signature to be guaranteed on the RFR.
- If you need to have your signature guaranteed, you can usually get this done at your bank or your broker's office. When mailing the RFRs and/or guaranteed signatory documents, include a copy of the COT.

CONTRACTUAL INTERESTS

- Contractual interests providing a current (or future) cash flow can and should be transferred to your trust. Also, contracts that guarantee a period of “time share use” not otherwise held by a realty deed can be transferred to your trust by a conveyance document.
- Non-deed mineral right interests and royalty and/or patent interests can also be transferred to your trust with a conveyance document.

QUALIFIED PLAN ACCOUNTS (IRA's & Pension Plans)

- Qualified plan accounts should not be transferred to a trust (otherwise incurring a taxable event). A trust can and should be named either the contingent (or primary) beneficiary of such accounts because they usually have a POD (Payable on Death) provision wherein the payee (the trust) will receive the account funds outright and without probate.
- Use the appropriate - Request for Contingent Beneficiary (RFCB) - form if you wish to have another person receive such funds outright if he/she survives you. Thus if such person (payee) does not survive you then the funds will go to your trust at your death and avoid probate.
- Use the appropriate - Request for Primary Beneficiary (RFPB) - form if you wish to have your trust receive such funds at your death regardless of who survives you. Check with your financial advisor and/or tax counsel for more help, if needed.

ANNUITIES

- Generally, annuities should not be transferred to your trust – but only payable to your trust at your death. Depending on the type of estate planning you are doing and the type of annuity product you have, either a primary or contingent beneficiary designation to your trust can be appropriate (RFPB or RFCB form) to fit your needs.

- If you wish to transfer title of your annuity to your Trust (RFR), check with your advisor to be sure that an unwanted taxable event will not result before you make such a transfer.

LIFE INSURANCE

- Generally, life insurance is not to be transferred to your trust – only payable to your trust at your death. Depending on the type of estate planning you are doing and the type of insurance product and amount of death benefit (relative to your estate size) you have, either a primary or contingent beneficiary designation (to your trust) could be appropriate (RFPB or RFCB form).
- If, however, you wish to transfer title of your life insurance to your trust for whatever reason, be certain that an unwanted income-taxable event will not be the result.

MOTOR VEHICLES

- Although the Assignment of Tangible Personal Property form will suffice to transfer motor vehicles into your trust, it may be more convenient (for administration of your trust at your death) to retitle your motor vehicles into your trust. This is done by contacting your local Department of Motor Vehicles. A nominal fee may be charged to process the title but no taxable event will occur.
- If you do retitle motor vehicle ownership documents, make sure to let your insurer know what you are doing in transferring the motor vehicle to your trust for coverage purposes. When you subsequently purchase a motor vehicle, you can opt to purchase it as a trustee thus automatically conveying the vehicle into your trust.

See Part II – Following This Page

– FUNDING YOUR TRUST –

[<1> / Pt1](#)

– PART 2 –

QUICK-FUNDING METHOD

- The original method of trust funding – using asset ledgers/schedules rather than the retitling of assets – has been enhanced through the design of MLCP’s (secure-login) Client Console HTML Funding Kit page entries converting to electronic asset ledgers and MLCP proprietary electronic signature (ESIGN) applications. Both types of implementation methods are recognized by federal & state law, and can serve as effective time-saving procedures for grantors funding their trusts.
- With the ledger-entry method, the grantor (creator) of a trust may list his/her assets on the trust’s asset schedule. As a grantor-asset list, Schedule “A” will be recognized as a contemporary ledger of assets transferred to the trustee of the trust (Uniform Trust Code, §401[2]). *UTC Commissioners’ Comment: “A declaration of trust can be funded merely by attaching a schedule listing the assets that are to be subject to the trust without (emphasis added) executing separate instruments of transfer”.*

RECENT CONFIRMATION BY AN APPELLATE COURT

- Recently, in *Kucker v. Kucker*, (2011), 192 CA 4th, 90, a California Court of Appeals reversed a lower probate court decision that had not recognized a transfer of stocks into a trust based (only) on the settlor’s “general assignment” document as being transferred to the trustee of her trust. The Appellate Court’s reversal agreed with the petitioner’s position that “a *general assignment* (by only a generic document) of all or substantially all of the settlor’s assets into one’s trust causes the stocks to be owned by the trustee” *even though the assets in question were not specifically identified*.
- With its decision, the Appellate Court stated that: “There is no California authority invalidating a transfer of shares of stock to a trust (simply) because a general assignment of personal property did not identify the shares; *nor should there be*.” The paramount rule for the interpretation of a trust that “*the intent of the grantor is supreme*” is an established legal principle (e.g., *Estate of Cairns* 188 Cal.App.4th 937; and *Citizens Business Bank v. Carrano*, 189 Cal.App.4th 1200). That same grantor-intent doctrine can be applied to the *schedule-listing-the-assets* method for funding a trust. “The primary purpose in construing a (realty) deed is to ascertain and effectuate **the grantor’s intent**” (regardless of the transfer form used); (ND Supreme Court: *Nichols v. Goughnour*, 2012 ND 178, 12, 820 N.W).

THE MLCP ASSET-LEDGER APPLICATION

- A Declaration of Trust statement by a grantor/settlor declaring to hold certain assets listed on a “schedule” (of pledged assets) attached to a trust document can be used to accomplish the same result as a general assignment document, *but in a more clear and convincing manner*.
- A recommended *schedule of trust assets* more adequately shows the grantor’s intent and a general statement of transfer. Moreover, unlike the general assignment, **the schedule of trust assets can also even include real estate interests** that – when defined with a legal description – can show *clear and sufficient intent* to effect the realty interest transfer even if a deed to the property was not executed prior to the grantor’s death.

ELECTRONIC SIGNATURES

- The MLCP software provides convenient electronic signature dynamics designed for effectiveness and safety. The applications are easy to use (and to re-use) and will help simplify and effectuate the trust-funding procedures. The reasons for Congress (“ESIGN” law) and all 50 states (“EUTA” law) codifying the acceptance of electronic signatures was to facilitate e-commerce in terms of efficiency, transactional speed, ease of implementation, simplistic confirmation, and electronic-record archiving.
- According to the "**Electronic Signatures in Global and National Commerce Act**" (**ESIGN**), the “Act” – a body of law enacted by Congress specifically referred to as *The Consumer Consent Provision in CFR §101(c)(1)(C)(ii) of the "Act"* – the effect of an electronic signature shall be legally sufficient to acknowledge, authenticate, and validate the signator’s intent.
- The Congressional ESIGN Act and the states’ adoption of the “**Uniform Electronic Transactions Act**” (**UETA**) affirm that “*a document or signature cannot be denied legal effect or enforceability solely because it is (only) in electronic form (UETA, Section 7)*”. UETA also states that “any law that requires a writing will be satisfied by an electronic record” and “any signature requirement in the law will be met if there is an electronic signature”.
- Even concerning real estate transactions/transfers, the UETA committee stated: “...it is unnecessary to maintain (any)... barriers to electronic contracting (executing transactions concerning real estate). There are no unique characteristics relating to real property (that would cause a preclusion from being transacted electronically) as opposed to other business and commercial contracts.” In other words, by posting a clear description of the intended-transfer-to-trust realty property on a Trust Asset Schedule (“A”) – even though not published in state-codified realty deed format (and not even recorded) – the grantor creates sufficient validity with respect to the transfer of that property to his/her trust.

THE MLCP FUNDING KIT

- Our proprietary **MLCP Funding Kit** has been carefully designed to provide a fast, efficient and effective Trust-Asset-Schedule trust funding experience.
 - The Funding Kit is connected directly to your fingertips – as the end user creator of your trust – through the MLCP password-protected Client Console and is compatible with our ESIGN dynamics.
 - The Funding Kit’s electronic ledger can also be edited at any time – by access through the password protected Client Console – to add, subtract, or edit the asset/account information relative to what is currently deemed as “assigned” to the trust.
 - Specially designed HTML entry fields allow the user to enter electronic data in the Funding Kit pages relative to the institution/vendor’s name and address as well as the account identification by type, value and account number. This detailed information is then posted via the electronic Funding Kit ledger as part of the Trust Asset Schedule.
 - The electronic dynamics of the Funding Kit also enables the user to enter the Trust Effective Date directly on the Trust Asset Ledger/Schedule. The Trust Effective Date will remain the same even though additions and/or subtractions may be made on the Schedule.
 - Not only can trust funding be implemented through our proprietary ESIGN/EUTA compliant technology, but it can be additionally verified by the *acknowledgment and verification signature page* – coordinated as part of the Trust Asset Schedule – to be printed out and signed as a sworn document in front of witnesses and a Notary Public.
-

~ REQUEST FOR ASSET RETITLEMENT ~



From:

Date: _____

Mr. John Sample
234 Main Street
Phoenix, AZ 85005

To:

Dear Sirs:

I, **JOHN SAMPLE**, the undersigned, have established a Revocable Living Trust, as settlor/trustee, referred to as the –

**SAMPLE FAMILY TRUST
Dated: January 25, 2015**

Enclosed is a copy of the *Certificate of Trust* concerning (and as verification of) such trust agreement. I wish to transfer title of my assets (currently in my name), held on account with your firm, to –

**JOHN SAMPLE, Trustee
SAMPLE FAMILY TRUST
Dated: January 25, 2015**

As per Treasury Regs -- 1.671-4(b) & 301.6109-1(a)(2) -- it is not necessary for a grantor to establish a separate tax ID number for a revocable living trust provided the grantor is serving as trustee. Therefore, this trust will have 1040 income until further notice. Please mail any documents that are necessary to fill out and sign to accomplish this transfer as soon as possible.

Listed below are products and corresponding account numbers identifying my assets, currently being held on account with your firm, which are to be transferred and *retitled* as stated above:

Type of Asset	Account Number
_____ /	_____
_____ /	_____
_____ /	_____

Sincerely,

x _____
JOHN SAMPLE

~ REQUEST FOR NEW BENEFICIARY APPOINTMENT ~



From:

Date: _____

Mr. John Sample
234 Main Street
Phoenix, AZ 85005

To:

Dear Sirs:

I have established a Revocable Living Trust referred to as the –

SAMPLE FAMILY TRUST
Dated: January 25, 2015

Enclosed is a copy of the *Certificate of Trust* concerning (and as verification of) such trust agreement. I wish to designate the trustee of said trust (to wit) –

JOHN SAMPLE, Trustee
SAMPLE FAMILY TRUST
Dated: January 25, 2015

as the PRIMARY BENEFICIARY of a certain account(s) with your company and thereby revoking the previous beneficiary appointment.

Listed below are, according to my records, products and corresponding account numbers identifying my assets currently being held on account with your firm concerning this new appointment:

Type of Asset	Account Number
_____ /	_____
_____ /	_____
_____ /	_____

Please mail any documents that are necessary to fill out and sign to accomplish this new beneficiary appointment. I wish to complete this change as soon as possible.

Sincerely,

x _____
JOHN SAMPLE

~ REQUEST FOR CONTINGENT BENEFICIARY ~



From:

Date: _____

Mr. John Sample
234 Main Street
Phoenix, AZ 85005

To:

Dear Sirs:

I have established a Revocable Living Trust referred to as the –

SAMPLE FAMILY TRUST
Dated: January 25, 2015

Enclosed is a copy of the *Certificate of Trust* concerning (and as verification of) such trust agreement. I wish to designate the trustee of said trust (to wit) –

JOHN SAMPLE, Trustee
SAMPLE FAMILY TRUST
Dated: January 25, 2015

as the CONTINGENT BENEFICIARY of a certain account(s) with your company and thereby revoking the previous beneficiary appointment.

Listed below are, according to my records, products and corresponding account numbers identifying my assets currently being held on account with your firm concerning this new appointment:

Type of Asset	Account Number
_____ /	_____
_____ /	_____
_____ /	_____

Please mail any documents that are necessary to fill out and sign to accomplish this new beneficiary appointment. I wish to complete this change as soon as possible.

Sincerely,

x _____
JOHN SAMPLE

~ IRREVOCABLE STOCK POWER ~

<D>

FOR VALUE RECEIVED, the undersigned –

JOHN SAMPLE

Social Security # _____

hereby sells, assigns and transfers to –

**JOHN SAMPLE, Trustee
SAMPLE FAMILY TRUST
Dated: January 25, 2015**

_____ shares of (*COMMON OR PREFERRED*) _____ stock of
(*NAME OF CORPORATION*) _____ represented by
Certificate No. _____ inclusive, standing in the name of the
undersigned on the books of said Corporation.

The undersigned hereby (and irrevocably) appoints –

(TRANSFER AGENT)

as attorney-in-fact to transfer said stock, on the books of said Corporation, with full power of
substitution in the premises.

Dated this _____ day of _____, _____.

x _____
JOHN SAMPLE

IMPORTANT - READ CAREFULLY

The signatures to the Power must correspond with the names as written upon the face of the certificates in every case without alteration or enlargement or any change whatever.

SIGNATURES GUARANTEED

SIGNATURE GUARANTEE should be made by a member or member organization of the New York Stock Exchange, members of other Exchanges having signatures on file with the transfer agent or by a commercial bank or trust company having its principal office or correspondent in New York City.

~ IRREVOCABLE BOND POWER ~

<I>

FOR VALUE RECEIVED, the undersigned –

JOHN SAMPLE

Social Security # _____

hereby sells, assigns and transfers to –

**JOHN SAMPLE, Trustee
SAMPLE FAMILY TRUST**

Dated: January 25, 2015

_____ bonds of (NAME OF CORPORATION) _____ in
the principal amount of \$_____, No. _____ inclusive, standing in the
name of the undersigned on the books of said Corporation.

The undersigned hereby (and irrevocably) appoints –

(TRANSFER AGENT)

as attorney-in-fact to transfer said bond(s), on the books of said Corporation, with full power of
substitution in the premises.

Dated this _____ day of _____, _____.

X _____
JOHN SAMPLE

IMPORTANT - READ CAREFULLY

The signatures to the Power must correspond with the names as written upon the face of the certificates in every case without alteration or enlargement or any change whatever.

SIGNATURES GUARANTEED

SIGNATURE GUARANTEE should be made by a member or member organization of the New York Stock Exchange, members of other Exchanges having signatures on file with the transfer agent or by a commercial bank or trust company having its principal office or correspondent in New York City.