

THE SETTLOR IS THE SETTLEMENT CERTIFICATE, IT IS NOT YOU/US. THE SETTLOR IS THE LEGAL CREATION “Ens Legis”, REMOVING THE ASSUMPTION THAT YOU AND THE LEGAL FICTION ARE ONE IN THE SAME “PERSONHOOD”. YOU ARE GIVING, TRANSFERRING LEGAL TITLE TO THE TRUSTEE, SO THEY CAN HANDLE BUSINESS IN THE NAME.

Trusts can be VERY Complex and if you don't grasp how complex these trusts can be, you're doing yourself a disservice and you'll never get an understanding.

- **Multiple Beneficiaries:** Complex trusts often have multiple beneficiaries with differing interests, needs, and circumstances. Managing distributions and ensuring fairness among beneficiaries can be challenging, especially if their interests conflict or if there are competing claims to the trust assets.
- **Sophisticated Asset Structures:** Complex trusts may hold diverse and sophisticated assets, such as real estate, business interests, investment portfolios, and intellectual property. Managing and optimizing these assets require specialized knowledge and expertise in areas such as investment management, taxation, and estate planning.
- **Tax Considerations:** Complex trusts are subject to complex tax rules and regulations, including income tax, capital gains tax, estate tax, and generation-skipping transfer tax. Trustees must navigate these tax considerations to minimize tax liabilities and maximize after-tax returns for the beneficiaries.
- **Legal and Regulatory Compliance:** Complex trusts must comply with a **myriad** of legal and regulatory requirements at the federal, state, and local levels. Trustees must stay abreast of changes in trust and tax laws, fiduciary duties, reporting obligations, and court decisions that may impact trust administration.
- **Long Duration and Succession Planning:** Complex trusts, especially those established for long-term wealth preservation or multi-generational planning, require careful succession planning to ensure continuity in trust administration and adherence to the settlor's intentions over time. Succession planning may involve appointing successor trustees, establishing governance structures, and providing for trustee accountability.
- **Special Needs Trusts and Other Specialized Trusts:** Trusts created for individuals with special needs, charitable purposes, asset protection, or other specialized purposes add another layer of complexity. Trustees must understand the unique requirements and objectives of these trusts and navigate the relevant legal and regulatory frameworks.
- **Discretionary Distributions and Trustee Discretion:** Many complex trusts grant trustees discretionary authority to make distributions to beneficiaries based on specified criteria or the trustee's judgment. Managing this discretion requires balancing the interests of current and future beneficiaries, considering their needs, circumstances, and the settlor's intentions.

Overall, the complexity of a trust depends on various factors, including its purpose, structure, assets, beneficiaries, tax implications, legal requirements, and duration. Trustees of complex trusts must possess a diverse skill set and collaborate with legal, tax, and financial professionals to effectively administer the trust and achieve the settlor's objectives. The wealthy are not wealthy because they don't understand this ←--

This is where we can get funky with TRUST's. Learn the game

"The Settlor hereby establishes the [Name of Living Trust], a private living trust duly formed and existing under the laws of [State/Country], as the owner and beneficiary of this settlor trust. All assets, property, rights, and interests transferred or conveyed to this settlor trust shall be held and administered by the trustee(s) of the [Name of Living Trust] for the exclusive benefit and purposes of the beneficiaries named therein. The trustee(s) of the [Name of Living Trust] shall have full authority and discretion to manage, invest, distribute, and otherwise deal with the assets of this settlor trust in accordance with the terms and provisions of the [Name of Living Trust] and applicable law."

<https://plato.stanford.edu/entries/identity-personal/>

Creation of an Express Trust

Express trusts are created by a settlor, who transfers property to a trustee for a valid trust purpose. The trustee then distributes the trust property to a beneficiary pursuant to the terms of the trust. The following definitions elaborate on the essential components of an express trust:

- **The Settlor.** The settlor, also known as the grantor or trustor, is the person who creates the trust and transfers trust property. Is a PERSON not the Living

https://www.law.cornell.edu/wex/legal_person

There is a book you can read called: A Theory of Legal Personhood By: Visa AJ Kurki

- **Trust Property.** Any type of property, real or personal, tangible or intangible, may serve as trust property.

The only property in this trust is the Settlement Certificate or Indemnity Bond.

<https://www.investopedia.com/terms/l/letterofindemnity.asp>

- **The Trustee.** A trustee maintains the trust property and makes distributions to the beneficiary according to the terms of the trust. A trustee may be a person or a legal entity. The trustee owes a fiduciary duty to the beneficiary, which includes protecting trust property, investing prudently, and making proper distributions.
- **The Beneficiary.** The beneficiary to a trust is the person who benefits from the trust property. A beneficiary may be a single person, a group of people, an organization, or a pet. The beneficiary need not be in existence at the time the trust is created.
- **Trust Purpose.** A trust must have a valid purpose. A valid purpose is defined as any legal purpose. Trusts are most commonly created to provide for support, education, asset protection, tax planning or to contribute to a charity.

Settlor: The settlor is the party that creates a trust, usually the donor. The settlor transfers legal title in some asset to the trustee. The settlor then provides in the trust instrument how that trust property is to be used for the beneficiaries. ***In the case of the inter vivos trust, the settlor can also be the beneficiary. Additionally, The settlor can be the trustee in the case of the self-declared trust.***

https://www.law.cornell.edu/wex/inter_vivos_trust

https://www.law.cornell.edu/wex/self-declared_trust

1. The settlor is the party that creates a trust - for the settlor to create the trust they need to have the settlement certificate?

What is the Settlement Certificate:

Article 325-Settlement (Birth) Certificate. Canon 3347: A Settlement Certificate, also known as a “Birth Certificate” since 1837, is an official document issued to validly recorded poor (paupers) granting them certain basic rights and entitlement to benefits in exchange for recognition of their status as being owned as “property” and lawful slaves, also known as indentured servants and bondsmen. A “settlement” therefore is equivalent to a voluntary slave plantation.

How to: GENERAL RULES OF PRACTICE

Rule 220.Birth Certificates

The Registrar of Titles is authorized to receive for registration of memorials upon any outstanding certificate of title an official birth certificate pertaining to a registered owner named in said certificate of title showing the date of birth of said registered owner.

Instruction : Providing there is attached to said birth certificate an affidavit of an affiant who states that he/she is familiar with the facts recited, stating that the party named in said birth certificate is the same party as one of the owners named in said certificate of title; and that thereafter the Registrar of Titles shall treat said registered owner as having attained the age of the majority at a date 18 years after the date of birth shown by said certificate.

<https://www.law.cornell.edu/wex/authentication>

<https://legal-dictionary.thefreedictionary.com/authenticate>

(The confirmation rendered by an officer of a court that a certified copy of a judgment is what it purports to be, an accurate duplicate of the original judgment. As the “original”)

2. The settlor transfers legal title in some asset to the trustee.

What is the legal title? The Legal NAME : LINDA JANE KAREN

Legal title just means the legal name Linda Jane Karen ←

Ens - Legis: <https://www.lsd.law/define/ens-legis>

Ens legis is a legal term that refers to an artificial being created by the law, such as a corporation. It is not a natural person, but rather an entity that exists solely because the law allows it to.

The transfer is the SETTLEMENT CERTIFICATE - it holds the LEGAL TITLE - the Name

What is a certificate?

<https://legal-dictionary.thefreedictionary.com/certificate>

Certificate

- A written document that is official verification that a condition or requirement has, or has not, been met.
- A written assurance issued from a court that is notification to another officer, judge, or court of procedures practiced therein.
- A document (such as a birth certificate) prepared by an official during the course of his or her regular duties, and which may be used as evidence for certain purposes.

- A document certifying that one has fulfilled certain requirements and may practice in a field.
- A stock certificate is a paper representing a share of stock in a corporation that has been purchased by its holder.
- A certificate of acknowledgment is the written statement by a Notary Public, Justice of the Peace, or other authorized officer that sets forth that a person or persons appeared before him or her on a particular date and declared an instrument to be their Voluntary Act and deed.
- A certificate of deposit is prepared by a bank as a receipt for money deposited by a customer that the bank promises to repay to the depositor after certain conditions have been fulfilled.

***** Explanation of the Paragraphs within this trust *****

***** Number 1. Trust Purpose** Of the trust. Learn this ***

The "Trust Purpose" refers to the primary objective or reason for which a trust is created. It outlines the intentions of the settlor (the person who establishes the trust) regarding how the trust assets should be managed, distributed, and utilized for the benefit of the beneficiaries. The trust purpose serves as the guiding principle that governs the actions and decisions of the trustee (the person or entity appointed to administer the trust) in fulfilling the settlor's wishes.

The trust purpose can vary widely depending on the specific circumstances, goals, and preferences of the settlor. Some common purposes for creating a trust include:

- **Asset Management:** Trusts are often established to manage and safeguard assets, such as financial investments, real estate properties, business interests, or personal belongings, for the benefit of designated beneficiaries.
- **Wealth Preservation:** Trusts may be used as a means of preserving family wealth and ensuring its long-term sustainability by providing for future generations while minimizing tax liabilities and protecting assets from potential creditors or legal challenges.
- **Estate Planning:** Trusts are frequently incorporated into estate planning strategies to facilitate the orderly transfer of assets upon the settlor's death, avoid probate, and provide for the financial needs of heirs and beneficiaries according to the settlor's wishes.
- **Charitable Giving:** Some trusts are established for philanthropic purposes, with the goal of supporting charitable organizations or causes that align with the settlor's values and philanthropic objectives.
- **Special Needs Planning:** Trusts can be created to provide ongoing financial support and care for individuals with disabilities or special needs, ensuring that their quality of life is maintained and that they receive necessary services and resources without jeopardizing eligibility for government benefits.
- **Education and Welfare:** Trusts may be set up to fund educational expenses, support the welfare and upbringing of minor children, or provide for the healthcare needs and general well-being of beneficiaries.

***** Number 2. Trustee** Of the trust. Learn this ***

The trustee is a pivotal role within a trust arrangement, responsible for administering the trust in accordance with its terms and managing trust assets for the benefit of the beneficiaries. Here's a breakdown of the trustee's position and responsibilities:

- **Fiduciary Duty:** The trustee owes a fiduciary duty to the beneficiaries of the trust, meaning they must act in the beneficiaries' best interests at all times, prioritizing their needs above their own or any other party's interests.
- **Trust Administration:** The trustee is tasked with the day-to-day management of the trust, which includes safeguarding and investing trust assets, keeping accurate records of all transactions, and ensuring compliance with applicable laws and regulations.
- **Asset Management:** Depending on the terms of the trust, the trustee may have the authority to invest trust funds in various assets, such as stocks, bonds, real estate, or other financial instruments, with the goal of preserving and growing the trust corpus over time.
- **Beneficiary Distributions:** The trustee has the discretion or obligation to distribute trust income and/or principal to the beneficiaries according to the trust's terms and any applicable legal requirements. This may involve making regular payments, one-time distributions, or providing support for specific purposes, such as education or healthcare.
- **Communication and Reporting:** The trustee is responsible for communicating with the beneficiaries and keeping them informed about the status of the trust, including its assets, income, expenses, and any significant developments. This may involve providing regular accountings or reports as required by law or requested by the beneficiaries.
- **Legal and Tax Compliance:** The trustee must ensure that the trust complies with all relevant legal and tax obligations, including filing necessary tax returns, paying taxes owed by the trust, and adhering to trust law principles governing its administration.
- **Impartiality and Fairness:** The trustee must administer the trust impartially and without favoritism, treating all beneficiaries fairly and equally in accordance with the trust's terms and applicable law. This may require making difficult decisions and balancing competing interests among beneficiaries.
- **Record-Keeping and Documentation:** The trustee is responsible for maintaining accurate records and documentation related to the trust's activities, transactions, and communications, which may be subject to review by beneficiaries, courts, or regulatory authorities.

Overall, the trustee plays a crucial role in ensuring the effective and responsible management of the trust, acting as a steward of the trust assets and carrying out the settlor's intentions for the benefit of the beneficiaries. Trustee duties are governed by trust law principles and the specific terms outlined in the trust instrument.

*** **Number 3. *Beneficiaries*** Of the trust. Learn this ***

In New York State, as well as in many other jurisdictions, there are provisions within estate and trust law that recognize and uphold the right to maintain beneficiary anonymity and confidentiality. These provisions serve to protect the privacy interests of beneficiaries and provide a level of discretion in trust administration. Here's how this concept is expressed within the legal framework:

- **Confidentiality of Trust Documents:** Under New York estate and trust law, trust documents, including trust agreements and related records, are typically treated as confidential documents. Trustees have a duty to

maintain the confidentiality of trust documents and may be prohibited from disclosing sensitive information to third parties without proper authorization.

- **Limited Disclosure Requirements:** Trust law often imposes limited disclosure requirements on trustees, specifying that trustees are only obligated to disclose information to beneficiaries to the extent required by law or as stipulated in the trust instrument. This means that beneficiaries may not have an automatic right to access all trust-related information, particularly if the trust instrument provides for confidentiality.
- **Protective Measures:** Trust instruments may include provisions that explicitly state the trustee's discretion to withhold certain information from beneficiaries or third parties to protect the privacy and interests of the beneficiaries. These provisions may authorize the trustee to use their judgment in determining what information is necessary to disclose and what should remain confidential.
- **Court Intervention:** In cases where beneficiaries seek access to trust information or challenge the trustee's decisions regarding confidentiality, New York courts may intervene to balance the interests of all parties involved. Courts may consider factors such as the terms of the trust, the intentions of the settlor, the nature of the trust assets, and the rights of the beneficiaries in determining whether disclosure is warranted.
- **Public Policy Considerations:** Estate and trust law often recognize the importance of preserving beneficiary privacy as a matter of public policy. Protecting beneficiary anonymity can prevent potential exploitation, harassment, or unwanted attention, particularly in cases involving high-net-worth individuals or vulnerable beneficiaries.

Overall, New York estate and trust law, along with principles of trust law more broadly, provide mechanisms for trustees to maintain beneficiary anonymity and confidentiality to the extent permitted by law and the terms of the trust instrument. These provisions aim to strike a balance between the rights of beneficiaries to information and the need to safeguard their privacy and interests.

***** Number 4. Ownership of property Of the trust. Learn this *****

Ownership of property refers to the legal right or interest that an individual, entity, or group holds in a particular asset, which may include real property (land and buildings), personal property (movable assets), or intangible property (such as intellectual property rights). Laws and codes governing ownership of property vary depending on the jurisdiction and the type of property involved. Here's how ownership of property is reflected in laws and codes:

- **Property Rights:** Property rights are typically governed by a combination of statutory law, common law principles, and legal doctrines specific to each jurisdiction. These laws define the scope of ownership rights, including the right to possess, use, enjoy, transfer, and exclude others from the property.
- **Title and Deed:** In real property law, ownership is often evidenced by a legal document known as a deed, which transfers title (ownership) of the property from one party to another. Deeds must comply with statutory requirements and may need to be recorded in a government registry, such as a county recorder's office, to be legally effective.
- **Recording and Registration:** Many jurisdictions have laws requiring the recording or registration of property transactions, such as sales, transfers, mortgages, or liens, in a public records office. Recording serves to provide notice to third parties of ownership interests and helps establish the priority of competing claims against the property.

- Title Insurance: Title insurance is a form of indemnity insurance that protects property owners and lenders against financial losses arising from defects in title or legal challenges to ownership. Title insurance policies are governed by state-specific regulations and industry standards.
- Community Property Laws: Some jurisdictions, particularly in the United States, have community property laws that govern the ownership of property acquired during marriage. Under these laws, certain types of property acquired by either spouse during the marriage are considered jointly owned by both spouses, with each spouse entitled to an equal share upon divorce or death.
- Eminent Domain and Takings: Government entities have the authority to acquire private property for public use through the power of eminent domain. However, this power is subject to constitutional limitations and statutory requirements, including the payment of just compensation to property owners whose property is taken.
- Intellectual Property Laws: Ownership of intellectual property, such as patents, copyrights, trademarks, and trade secrets, is governed by specialized laws and regulations that vary by jurisdiction. These laws establish the rights of creators and inventors to control the use and exploitation of their intellectual creations.
- Contractual Agreements: Ownership of property may also be governed by contractual agreements between parties, such as purchase agreements, leases, or licensing agreements, which establish the rights and obligations of the parties with respect to the property.

Overall, ownership of property is a fundamental aspect of property law, and laws and codes governing property ownership provide the legal framework for establishing, transferring, protecting, and enforcing property rights in a given jurisdiction.

<https://www.law.cornell.edu/uscode/text/18/8>

18 U.S. Code § 8 - Obligation or other security of the United States defined

The term “obligation or **other security of the United States**” *includes all bonds, certificates of indebtedness*, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and canceled United States stamps. ← *All of this the United States has an Obligation to remedy...* (June 25, 1948, ch. 645, 62 Stat. 685.)

<https://www.law.cornell.edu/uscode/text/31/3104>

31 U.S. Code § 3104 - Certificates of indebtedness and Treasury bills

(a)The Secretary of the Treasury may borrow on the credit of the United States Government amounts necessary for expenditures authorized by law and may buy, redeem, and make refunds under section 3111 of this title. For amounts borrowed, the Secretary may issue—

- (1)certificates of indebtedness of the Government; and
- (2)Treasury bills of the Government.

(b)The Secretary may prescribe conditions for issuing certificates of indebtedness and Treasury bills under section 3121 of this title and conditions under which the certificates and bills may be redeemed before maturity. Notwithstanding section 3121(a)(5) of this title, the payment date of certificates of indebtedness and Treasury bills may not be more than one year after the date of issue.

(c)Treasury bills issued under this section may not be accepted before maturity to pay principal or interest on obligations of governments of foreign countries that are held by the United States Government.

<https://www.law.cornell.edu/uscode/text/12/411>

12 U.S. Code § 411 - Issuance to reserve banks; nature of obligation; redemption

Federal reserve notes, to be issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to Federal reserve banks through the Federal reserve agents as hereinafter set forth and for no other purpose, are authorized. The said notes shall be obligations of the United States and shall be receivable by all national and member banks and Federal reserve banks and for all taxes, customs, and other public dues. They shall be redeemed in lawful money on demand at the Treasury Department of the United States, in the city of Washington, District of Columbia, or at any Federal Reserve bank.

*** **Number 5. *Assign and Convey Property to Living Trust*** Of the trust. Learn this ***

Assigning and conveying property to a living trust involves the legal process of transferring ownership of assets from an individual or entity to a trust established during the individual's lifetime. Here's an explanation of how this process typically works:

- **Creation of a Living Trust:** A living trust, also known as a revocable trust or inter vivos trust, is established by an individual, known as the grantor or settlor, during their lifetime. The trust document outlines the terms and conditions under which the trust assets will be managed and distributed, including the appointment of a trustee to administer the trust.
- **Identification of Trust Assets:** The grantor identifies the assets they wish to transfer to the living trust. These assets may include real property (such as a home or land), personal property (such as bank accounts, investment accounts, vehicles, or valuable items), and intangible assets (such as intellectual property rights).
- **Execution of Trust Documents:** The grantor executes the necessary legal documents to transfer ownership of the identified assets to the living trust. This typically involves preparing and signing a deed or other transfer documents for real property, as well as updating the beneficiary designations for financial accounts or insurance policies to name the trust as the beneficiary.
- **Transfer of Legal Title:** To transfer ownership of real property to the living trust, the grantor executes a deed transferring the property from their individual name to the name of the trust. The deed must comply with the legal requirements of the jurisdiction where the property is located and may need to be recorded in the appropriate government registry to be legally effective.
- **Notification of Financial Institutions:** For financial accounts or other assets held by financial institutions, the grantor notifies the institutions of the transfer of ownership to the living trust. This may involve providing a copy of the trust document or other relevant paperwork to update the account records to reflect the trust as the new owner.
- **Trust Administration:** Once the assets are transferred to the living trust, they are held and managed by the trustee appointed in the trust document. The trustee has a fiduciary duty to administer the trust assets in accordance with the trust terms and to act in the best interests of the trust beneficiaries.
- **Benefits of Using a Living Trust:** Assigning and conveying property to a living trust offers several benefits, including probate avoidance, privacy, flexibility, and the ability to provide for the management and distribution of assets in the event of incapacity or death without the need for court intervention.

Overall, assigning and conveying property to a living trust is an important estate planning strategy that allows individuals to efficiently manage and distribute their assets during their lifetime and after their death

according to their wishes. It is essential to consult with legal and financial professionals to ensure that the process is completed correctly and in accordance with applicable laws and regulations.

***** Number 6. *Amendment during the Settlor's lifetime:*** Of the trust. Learn this ***

An amendment during the settlor's lifetime refers to a change or modification made to the terms of a trust document while the individual who created the trust (the settlor) is still alive. Here's an explanation of how this process typically works:

- **Need for Amendment:** The settlor may decide to make changes to the trust document for various reasons, such as updating beneficiary designations, adding or removing assets, changing distribution provisions, appointing or replacing trustees, or addressing changes in personal circumstances or preferences.
- **Review of Trust Document:** The first step in making an amendment to the trust is to review the existing trust document to identify the specific provisions that need to be modified or updated. The settlor should carefully consider the proposed changes and how they will affect the overall objectives of the trust.
- **Preparation of Amendment:** Once the desired changes are identified, the settlor works with their attorney to draft a written amendment to the trust document. The amendment should clearly state the provisions being modified, added, or deleted and must comply with the legal requirements of the jurisdiction where the trust is governed.
- **Execution of Amendment:** The settlor signs the amendment in the presence of witnesses and/or a notary public, depending on the legal requirements of the jurisdiction. In some cases, the trust document may specify specific execution formalities that must be followed for the amendment to be valid.
- **Incorporation into Trust Document:** After the amendment is properly executed, it becomes part of the overall trust document. The original trust document may be physically amended by attaching the new provisions or by referencing the amendment within the trust document itself.
- **Notice to Relevant Parties:** Depending on the nature of the changes, the settlor may need to notify relevant parties, such as trustees, beneficiaries, financial institutions, or other interested parties, about the amendment to ensure that they are aware of the updated terms of the trust.
- **Recordkeeping:** It is important to maintain accurate records of the trust document and any amendments thereto. Copies of the trust document and all amendments should be kept in a safe and accessible location, and relevant parties should be informed of the location of these documents.
- **Legal Review:** It is advisable to have the amendment reviewed by legal and financial professionals to ensure that it accurately reflects the settlor's intentions and complies with applicable laws and regulations.

Overall, making an amendment during the settlor's lifetime allows for flexibility in managing and updating the terms of the trust to reflect changing circumstances or preferences while the settlor is still alive. It is essential to follow the proper legal procedures to ensure that the amendment is valid and enforceable.

***** Number 8 . *Revocation during the settlor's lifetime*** Of the trust. Learn this ***

Revocation during the settlor's lifetime refers to the legal process by which the creator of a trust (the settlor) terminates or cancels the trust while they are still alive. Here's an explanation of how this process works:

- **Authority of the Settlor:** As the creator of the trust, the settlor typically retains the authority to revoke or amend the trust during their lifetime, as long as they have the mental capacity to do so. This authority is granted by the trust document or by applicable state laws governing trusts.
- **Intent to Revoke:** The settlor must express a clear and unequivocal intent to revoke the trust. This can be done through a written document, such as a revocation form or a will, or through oral statements made in the presence of witnesses.
- **Compliance with Legal Requirements:** The revocation must comply with any legal requirements set forth in the trust document or by state law. For example, some trusts may require revocation to be in writing and signed by the settlor in the presence of witnesses or a notary public.
- **Notice to Trustees and Beneficiaries:** Once the revocation is executed, the settlor should provide notice to the trustees and beneficiaries of the trust to inform them of the decision to revoke the trust. This ensures that all relevant parties are aware of the revocation and can take appropriate actions.
- **Retrieval and Distribution of Trust Assets:** After the trust is revoked, the trustees are typically responsible for winding up the affairs of the trust and distributing the trust assets according to the settlor's instructions. Any remaining assets may be returned to the settlor or distributed to the beneficiaries as directed by the settlor.
- **Recording of Revocation:** In some cases, the revocation may need to be recorded or filed with a relevant authority, such as a probate court or a land records office, depending on the nature of the trust assets and the requirements of state law.
- **Effect of Revocation:** Once the trust is revoked, it is effectively terminated, and the legal relationship between the settlor, trustees, and beneficiaries comes to an end. The trust assets revert to the control of the settlor, who may choose to manage them individually or create a new trust with different terms.

Overall, revocation during the settlor's lifetime provides a mechanism for individuals to modify or terminate trusts as their circumstances and preferences change over time. It is important to follow the proper legal procedures to ensure that the revocation is valid and enforceable.

*** **Number 11.** trustee bond Of the trust. Learn this ***

A trustee bond, also known as a fiduciary bond or a surety bond, is a type of insurance policy that provides financial protection to the beneficiaries of a trust in case the trustee fails to fulfill their duties or acts negligently or dishonestly. Here's an explanation of how trustee bonds work:

- **Purpose:** The primary purpose of a trustee bond is to safeguard the assets held in trust and protect the interests of the beneficiaries. It provides assurance that the trustee will faithfully perform their duties and manage the trust assets in accordance with the terms of the trust document and applicable laws.
- **Coverage:** Trustee bonds typically provide coverage for losses resulting from the trustee's misconduct, negligence, or malfeasance. This may include mismanagement of trust assets, breach of fiduciary duty, failure to follow the terms of the trust, or other wrongful acts committed by the trustee.

- **Obligee and Principal:** In a trustee bond, the obligee is the beneficiary or beneficiaries of the trust who are entitled to compensation if the trustee breaches their duties. The principal is the trustee who purchases the bond and agrees to fulfill their obligations under the terms of the trust.
- **Surety Company:** The trustee purchases the bond from a surety company, which is a specialized type of insurance company that provides surety bonds. The surety company evaluates the trustee's financial stability and reputation before issuing the bond.
- **Premium:** The trustee pays a premium to the surety company in exchange for the bond coverage. The premium amount is typically based on factors such as the value of the trust assets, the trustee's financial standing, and the level of risk involved.
- **Claim Process:** If the trustee's actions result in financial losses to the trust beneficiaries, they may file a claim against the trustee bond to seek compensation for their losses. The surety company investigates the claim to determine its validity and may pay out a settlement to the beneficiaries if the claim is substantiated.
- **Indemnification:** After paying a claim against the trustee bond, the surety company may seek reimbursement from the trustee for the amount paid out, along with any associated costs or expenses. This is known as indemnification, and it ensures that the trustee ultimately bears the financial responsibility for their wrongful actions.

Overall, trustee bonds provide an important layer of protection for trust beneficiaries by guaranteeing that they will be compensated for losses caused by the trustee's misconduct or negligence. By requiring trustees to obtain bonds, trust creators can enhance the security and integrity of their trusts and promote confidence among beneficiaries in the management of trust assets.

*** **Number 15. Trustee Powers** Of the trust. Learn this ***

Trustee powers refer to the legal authority granted to trustees to manage and administer trust assets on behalf of the beneficiaries. These powers are typically outlined in the trust document or governed by state laws governing trusts. Here's an explanation of trustee powers:

- **Investment Powers:** Trustees have the power to invest trust assets prudently to generate income and preserve the value of the trust estate. This may include buying, selling, and managing various types of investments, such as stocks, bonds, real estate, and other financial instruments.
- **Management Powers:** Trustees are responsible for managing trust assets and overseeing their day-to-day operations. This may involve collecting income, paying expenses, maintaining property, and making decisions regarding the use and disposal of trust assets.
- **Distribution Powers:** Trustees have the authority to distribute trust income and principal to beneficiaries according to the terms of the trust document. This may involve making regular distributions for the support and maintenance of beneficiaries or distributing assets upon certain events, such as reaching a certain age or achieving specific milestones.
- **Discretionary Powers:** In some cases, trustees are given discretionary powers to make decisions regarding distributions, investments, and other matters affecting the trust without strict guidelines set forth in the trust document.

document. This allows trustees to exercise judgment and adapt to changing circumstances to best serve the interests of the beneficiaries.

- **Legal Powers:** Trustees have the power to take legal action on behalf of the trust, such as entering into contracts, filing lawsuits, defending against legal claims, and managing litigation involving trust assets. They may also have the authority to hire and consult with legal counsel to assist them in carrying out their duties.
- **Accounting Powers:** Trustees are required to keep accurate records of trust transactions and provide periodic accountings to beneficiaries detailing the financial activities of the trust. This helps ensure transparency and accountability in the administration of the trust.
- **Amendment Powers:** Depending on the terms of the trust document and applicable laws, trustees may have the power to amend or modify the trust under certain circumstances. This may involve changing beneficiaries, adjusting distribution provisions, or updating trust terms to reflect changing circumstances.

Overall, trustee powers are essential for the effective management and administration of trusts, allowing trustees to fulfill their fiduciary duties and act in the best interests of the beneficiaries. It is important for trustees to understand and exercise these powers responsibly and in accordance with the terms of the trust and applicable laws.

***** Number 16. Trustee Compensation** Of the trust. Learn this ***

Trustee compensation refers to the payment or reimbursement trustees receive for their services in managing and administering a trust. Both the Internal Revenue Service (IRS) and New York state laws provide guidelines and regulations regarding trustee compensation. Here's an explanation using IRS and New York laws and codes:

- **IRS Guidelines:** The IRS allows trustees to receive reasonable compensation for their services rendered to the trust. According to IRS regulations, trustee compensation is considered an ordinary and necessary expense of the trust and is therefore deductible from the trust's income for tax purposes.
- **New York State Laws:** In New York, trustee compensation is governed by state laws, including the New York Estates, Powers and Trusts Law (EPTL). EPTL Section 11-2.2 outlines the factors that courts consider when determining the reasonableness of trustee compensation, including the complexity of the trust, the skill and expertise required, the time and effort expended by the trustee, and the customary fees charged by trustees in the locality.
- **Reasonableness Standard:** Both the IRS and New York laws require trustee compensation to be reasonable and commensurate with the services provided and the responsibilities assumed by the trustee. This means that trustees should not overcharge the trust for their services, nor should they undercharge to the detriment of the trust and its beneficiaries.
- **Documentation:** To justify trustee compensation, trustees should maintain detailed records of the services they provide to the trust, including the time spent, tasks performed, and any expenses incurred on behalf of the trust. This documentation is important for demonstrating the reasonableness of the compensation and for compliance with IRS regulations and state laws.
- **Approval Process:** In some cases, trustee compensation may need to be approved by the beneficiaries of the trust or by a court, especially if there is disagreement or contention regarding the amount of compensation being requested by the trustee. Courts will review the factors outlined in EPTL Section 11-2.2 to determine whether the proposed compensation is fair and reasonable under the circumstances.

Overall, trustee compensation is subject to IRS regulations and New York state laws, which require compensation to be reasonable, documented, and approved when necessary. Trustees should consult with legal and tax professionals to ensure compliance with these regulations and to avoid any potential issues or disputes regarding compensation.

*** **Number 18. Spendthrift Clause** Of the trust. Learn this ***

A spendthrift clause is a provision in a trust that restricts the ability of beneficiaries to access or transfer their interest in the trust assets. This clause is designed to protect the trust assets from the creditors of the beneficiaries and from the beneficiaries' own improvidence or financial mismanagement. Here's an explanation of the spendthrift clause:

- **Asset Protection:** The primary purpose of a spendthrift clause is to safeguard the trust assets from being seized or attached by the creditors of the beneficiaries. By restricting the beneficiaries' access to the trust principal, the clause shields the assets from claims arising from lawsuits, debts, or other financial obligations of the beneficiaries.
- **Control over Distributions:** A spendthrift clause typically grants the trustee sole discretion over when and how distributions are made to the beneficiaries. The trustee has the authority to determine the timing and amount of distributions based on the terms of the trust document and the best interests of the beneficiaries.
- **Protection from Beneficiaries' Mismanagement:** In addition to protecting trust assets from external creditors, a spendthrift clause also shields the assets from the beneficiaries' own financial imprudence or incapacity. This can prevent beneficiaries from squandering their inheritance or making poor financial decisions that could deplete the trust funds.
- **Exceptions and Limitations:** While a spendthrift clause provides significant protection for trust assets, there are certain exceptions and limitations. For example, creditors may still be able to reach trust assets to satisfy certain types of obligations, such as child support or alimony payments. Additionally, some states have laws that limit the enforceability of spendthrift clauses in certain circumstances.
- **Enforceability:** The enforceability of spendthrift clauses varies depending on state law and the specific language used in the trust document. In general, most states recognize and uphold spendthrift clauses as valid and enforceable, provided they meet certain legal requirements and public policy considerations.

Overall, a spendthrift clause serves as an important tool for protecting trust assets and ensuring the long-term financial security of the beneficiaries. It gives trustees the flexibility to manage and distribute trust funds responsibly while safeguarding against potential risks and liabilities.

The JOHN DOE Revocable Living Trust

Today, JOHN DOE (the "Settlor") declares and establishes this revocable living trust (the "Living Trust"). This Living Trust shall be known as The JOHN DOE Revocable Living Trust.

1. Trust Purpose

1. This Living Trust is established for the benefit of the beneficiaries, ensuring their well-being after the Settlor's passing. However, during the Settlor's lifetime, their interests shall take precedence over those of the beneficiaries. With this objective, the primary asset management goal of this Living Trust is to:

- Preserve the value of the assets and property; and
- Generate reasonable growth, balanced with prudent risk management.

2. Trustee

2. During the lifetime of the Settlor, and while the Settlor is not Incapacitated, the Settlor will serve as the primary trustee (the "Primary Trustee") and the Acting Trustee of this Living Trust. *JOHN DOE* (the "Primary Trustee") will serve as the primary trustee, and *jane DOE* will serve as the trustee (the "Trustee") and shall act as the Successor Trustee in the event of the Settlor's Incapacitation or death. As Trustee, *jane DOE*, shall have the authority to manage and administer the Trust Assets and Property in accordance with the terms and conditions of this Living Trust, and shall work in conjunction with the Primary Trustee to achieve the purposes and goals of this Living Trust. Any act, decision, or instruction of the Trustee(s) shall be valid and binding upon the Trust Estate, regardless of whether one or both Trustee(s) are present or acting. In the event of a difference of opinion between the Trustee(s), the decision of the Primary Trustee shall prevail, or in the absence of the Primary Trustee, the decision of the Trustee shall prevail. Additionally, any instrument, document, or writing executed by one Trustee shall be deemed sufficient and binding upon the Trust Estate, and neither Trustee shall be liable for the acts or omissions of the other Trustee.

3. Upon the death or incapacitation of the Settlor, *jane DOE* (the "Successor Trustee") will serve as the Acting Trustee of this Living Trust. If the Settlor recovers and is no longer considered Incapacitated, they will resume control of the management of this Living Trust.

3. Beneficiaries

4. The names and identities of the Beneficiaries shall be kept confidential and anonymous at all times, and shall not be disclosed to any person or entity, including but not limited to, any court, tribunal, or governmental authority, unless required by law or with the explicit written consent of the Settlor or Beneficiaries.

5. Upon the death of the Settlor, the following individual(s) shall comprise the Beneficiaries of this Living Trust:

- a. The residuary beneficiary, Julien Kropf Moura; and
- b. Any heir or issue of those Beneficiaries who is entitled to a benefit under this Living Trust in the place of any then deceased Beneficiary.

4. Ownership of Property

6. The Settlor acknowledges and accepts that the United States government, pursuant to 18 USC 8 and 12 USC 411, has an absolute and unconditional obligation to honor, recognize, and pay the Settlement Certificate, numbered [Certificate Number], in accordance with its terms, without limitation, condition, or restriction whatsoever. This obligation shall be enforced by the Trustee for the benefit of the Settlor or their beneficiaries, as applicable. The Settlor presently owns property (the "Property") as described in Schedule A.

5. *Assign and Convey Property to Living Trust*

7. JOHN DOE, as Settlor, has or will assign, convey, and transfer all rights, title, and interest in the assets and properties described in Schedule A of this document, as a gift and without consideration, to be held by the JOHN DOE Living Trust.

6. *Amendment During Settlor's Lifetime*

8. At any time during the time of the Settlor and while the Settlor is not incapacitated, the Settlor may, subject to the other provisions of this section, alter or amend this JOHN DOE Living Trust by delivering a written instrument signed by the Settlor to the Successor Trustee. Amendments may include, but are not limited to, the following:

a. The Settlor may change the number and identity of the Settlor, the Primary Trustee, the Successor Trustee, or the Beneficiaries.

b. The Settlor may add or withdraw property from this Living Trust:

The Settlor, hereby transfers and conveys to this JOHN DOE Living Trust the following property:

- One (1) New York State settlement certificate, numbered [Certificate Number], issued pursuant to [relevant authority or law] (the "Settlement Certificate"), which is the sole asset of this JOHN DOE Living Trust as of the date of execution.

7. *ADDITIONS AND WITHDRAWALS*

c. The Settlor reserves the right to add or withdraw property from this JOHN DOE Living Trust at any time, in their sole discretion, without limitation or restriction. However, it is acknowledged that the Settlement Certificate shall remain a permanent and irrevocable asset of this Living Trust, and shall not be withdrawn or removed by the Settlor or any successor Trustee.

8. This Living Trust may not be amended after the death of the Settlor.

8. *Revocation During Settlor Lifetime*

9. At any time during the lifetime of the Settlor and while the Settlor is not incapacitated, the Settlor may, subject to the other provisions of this section, revoke this Living Trust in its entirety by delivering a written instrument signed by the Settlor to the Successor Trustee. In the event of such revocation, the remaining property will revert to the Settlor after all debts and expenses attributable to the Living Trust have been paid.

10. This Living Trust may not be revoked after the death of the Settlor.

9. *Distributions During the Lifetime of the Settlor*

11. During the lifetime of the Settlor and while the Settlor is not incapacitated, the Acting Trustee will distribute as much of the income and principal of the Living Trust to the Settlor as the Settlor may request. If the Settlor becomes incapacitated and is no longer able to manage their affairs, the Acting Trustee may withhold or make payments out of the resources of this Living Trust as deemed appropriate for the maintenance, comfort, and welfare of the Settlor.

10. Distributions Upon Death of the Settlor

12. Upon the death of the Settlor, and after resolving all applicable legal debts and obligations, the Acting Trustee will expeditiously distribute the remaining property as directed in this section.

13. After resolving all applicable legal debts and obligations, the Acting Trustee will distribute the remaining property in this Living Trust (the "Share") to the Beneficiaries (the "Final Distribution").

14. If a Beneficiary is a Minor Beneficiary at the time of the Final Distribution, the Acting Trustee may:

a. Continue to act as Trustee by holding the Share in a separate trust for the Minor Beneficiary under the same terms and conditions as outlined in this Living Trust, and pay the income or capital as considered advisable for the maintenance, education, advancement, or benefit of the Minor Beneficiary until they reach the Age of Majority; or

b. Pay or transfer the Share to the Minor Beneficiary's parent, custodian, or guardian, subject to the same terms and conditions, and the receipt will discharge all duties and obligations of the Acting Trustee.

1. If a Beneficiary is an Adult Dependent Beneficiary at the time of the Final Distribution, the Acting Trustee may:

a. Continue to act as Trustee by holding the Share in a separate trust, subject to the same terms and conditions, and pay the income or capital as considered advisable for the maintenance, education, advancement, or benefit of the Adult Dependent Beneficiary; or

b. Pay or transfer the Share to the Adult Dependent Beneficiary's parent, custodian, or guardian, subject to the same terms and conditions, and the receipt will discharge all duties and obligations of the Acting Trustee.

15. If a named Beneficiary does not survive the Settlor by at least thirty (30) days but leaves an heir or issue who survives the Settlor by at least thirty (30) days, the Specific Gift or Share will be distributed per stirpes among the surviving heirs or issue. If the surviving heirs or issue are minors, the Acting Trustee may pay or transfer the Share to their parent, custodian, or guardian, subject to the same terms and conditions.

16. If a residual Beneficiary does not survive the Settlor by at least thirty (30) days and does not leave an heir or issue who survives the Settlor, the Share will revert to the residue of this Living Trust.

17. If all successor Beneficiaries do not survive the Settlor by at least thirty (30) days and do not leave an heir or issue who survives the Settlor by at least thirty (30) days, all remaining property in this Living Trust will revert to the estate of the Settlor.

18. If any real property to be distributed is subject to a mortgage at the time of the Final Distribution, the Beneficiary taking that property will take it subject to the mortgage and will not be entitled to have the mortgage paid out or resolved from the remaining assets or residue.

19. If any personal property to be distributed is subject to encumbrances or liens at the time of the Final Distribution, the Beneficiary taking that property will take it subject to those encumbrances or liens and will not be entitled to have them paid out or resolved from the remaining assets or residue.

11. Trustee Bond

20. Subject to the laws of the State of New Jersey and any other applicable jurisdiction, no bond or security of any kind will be required of any Trustee appointed in this Living Trust agreement.

21. The Trustee will not be liable to this Living Trust, the Settlor, or the Beneficiaries for any act or failure to act resulting in loss or harm, except in cases of gross negligence, willful misconduct, or reckless indifference to the purposes of the trust or the interests of the Beneficiaries. A Trustee will only be responsible for their own acts and will not be liable for any act occurring before or after their tenure. Any outstanding liabilities of a deceased, resigning, or removed Trustee are not discharged or affected by the Trustee's death, resignation, or removal.

12. Trustee Death or Resignation

22. A Trustee may resign at any time, for any reason, upon providing at least 30 days' notice to:

- The Settlor, if still alive
- Any remaining Trustee(s), if applicable
- The Qualified Beneficiaries

If a Trustee dies, they will cease to be a Trustee as of the date of their death.

13. Trustee Removal

23. After the death of the Settlor, the Qualified Beneficiaries may, by unanimous vote, remove a Trustee at any time, with or without cause, at their sole discretion.

24. After the death or disability of the Settlor, a Trustee or Qualified Beneficiary may petition a court of competent jurisdiction to remove a Trustee at any time. Additionally, the court may remove a Trustee on its own initiative.

14. Trustee Replacement

25. While the Settlor is alive and not Incapacitated, they may appoint a replacement Trustee at any time if a Trustee:

- Has been removed
- Has died
- Has resigned
- Is no longer able to act as Trustee for any reason

26. Here is the rewritten text with some minor edits for clarity and consistency:

If the Settlor is deceased or Incapacitated, and a Trustee:

- Has been removed
- Has died
- Has resigned
- Is no longer able to act as Trustee for any reason

And a replacement Trustee is deemed necessary by the remaining Acting Trustee(s), a new Trustee may be appointed by a majority vote of the remaining Acting Trustee(s) who are still able and authorized to act.

27. If the Settlor is deceased or Incapacitated, and the Living Trust has no remaining Trustee, a new Trustee may be appointed by a unanimous vote of the Qualified Beneficiaries.

15. Trustee Powers

28. The Acting Trustee of this Living Trust has the following powers, among others:

- a. The Trustee has the same rights and obligations to manage the Property as if they were the owner.
- b. After Settlor's death, the Trustee may appoint co-Trustees if deemed reasonable and in the best interest of the Living Trust.
- c. The Trustee may employ experts (e.g., legal counsel, accountants, investment advisors) to help manage the Property if deemed reasonable and in the best interest of the Living Trust.
- d. The Trustee may manage, sell, or dispose of personal property without liability for loss or depreciation.
- e. The Trustee may invest, manage, lease, rent, exchange, mortgage, sell, or dispose of real property without liability for loss or depreciation.
- f. The Trustee may maintain, dissolve, change, or sell businesses within the Living Trust or purchase new ones if deemed reasonable and in the best interest of the Living Trust.
- g. The Trustee may purchase, maintain, convert, and liquidate investments or securities at reasonable risk and vote stock or exercise options as deemed reasonable and in the best interest of the Living Trust.
- h. The Trustee may open or close bank accounts if reasonable and in the best interest of the Living Trust.
- i. The Trustee may invest and reinvest assets at reasonable risk for income and growth without liability for loss or depreciation.
- j. The Trustee may hold uninvested cash and unproductive property if reasonable and in the best interest of the Living Trust.
- k. The Trustee may lend funds if adequately secured and reasonable, and in the best interest of the Living Trust.
- l. The Trustee may borrow funds and mortgage or encumber assets if reasonable and in the best interest of the Living Trust.

m. The Trustee may settle, abandon, sue, or defend claims if reasonable and in the best interest of the Living Trust.

n. If no other resources are available, the Trustee may resolve legally enforceable debts, taxes, funeral expenses, burial expenses, and final illness expenses from the Living Trust resources.

o. The Trustee may make the Final Distribution in any combination of cash and property, with property selection and valuation made in good faith and binding on all Beneficiaries

29. The Trustee has a fiduciary duty to act in good faith and in the best interest of the Living Trust.

30. All decisions made by the Acting Trustee in good faith regarding the management of the Living Trust will be final and binding on all parties.

31. The authorities and powers granted to the Trustee in this Living Trust are in addition to any powers and elective rights conferred by state or federal law or other provisions of this Living Trust. The Trustee may exercise these powers as often as required, without needing to apply to or obtain approval from any court.

16. Trustee Compensation

32. A Trustee who is not a Beneficiary of this Living Trust is entitled to receive reasonable compensation from the Living Trust's resources for their services. However, if a Trustee is also a Beneficiary under this Living Trust, they will serve without compensation.

17. Trustee Expenses

33. A Trustee is entitled to be reimbursed from the income and property of this Living Trust for any and all expenses, including applicable interest, that are reasonably and properly incurred in the management of the Living Trust.

18. Spendthrift Clause

34. No Beneficiary of this Living Trust shall have the power to transfer, sell, assign, or encumber any assets or property held by the Living Trust until the Final Distribution is made by the Acting Trustee. Additionally, the distribution rights of any Beneficiary under this Living Trust agreement shall not be subject to judicial attachment or encumbrance until the Final Distribution is made by the Acting Trustee.

19. Tax Identification

35. For tax purposes, this Living Trust will be identified by the Settlor's Social Security Number during their lifetime. After the Settlor's death, the Acting Trustee will obtain any necessary tax identification numbers from the IRS and Social Security, individual master file or any Master File.

20. Homestead Tax Exemption

36. If the Settlor's principal residence is held in this Living Trust, the Settlor retains the right to occupy and reside in the residence rent-free and without charge for their entire lifetime. This provision is intended to give the Settlor a beneficial interest and possessor rights in the residence, ensuring they do not lose eligibility for a state homestead tax exemption that they would otherwise qualify for.

21. *Vote of Minor or Adult Dependent Beneficiaries*

37. When a Beneficiary is a Minor or Adult Dependent Beneficiary and a vote, consent, or decision of the Qualified Beneficiaries is required, the father of that Minor or Adult Dependent Beneficiary may act on their behalf, making decisions in the best interest of the Minor or Adult Dependent Beneficiary. This allows them to participate in the vote, consent, or decision in place of the Minor or Adult Dependent Beneficiary.

22. *Termination of Trust*

38. This Living Trust will terminate when all of the Property held in the Living Trust has been distributed and exhausted..

39. If the Acting Trustee determines that the value of the Property is insufficient to justify the cost of administration and the aggregate value of the Property is less than \$50,000.00 (USD), they may terminate this Living Trust after providing notice to the Qualified Beneficiaries. Upon termination, the Acting Trustee will distribute the Property according to the distribution sections of this Living Trust.

23. *Abstract of Trust*

40. The Acting Trustee may prepare and execute a summary of this Living Trust, known as an Abstract of Trust, to serve as proof of the Trust's existence. The Abstract of Trust should not disclose the specific assets held in the Trust nor identify all Beneficiaries. Any person who relies on the Abstract of Trust in good faith will be held harmless and shall not incur any liability.

24. *Governing Law*

41. This Living Trust shall be governed by and construed in accordance with the laws of the State of New Jersey.

25. *Severability*

42. If any provision of this Living Trust is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected, and shall remain in full force and effect.

26. *Definitions*

43. For the purposes of this Living Trust, the following definitions shall apply:

- a. "Acting Trustee" refers to any Trustee who is currently serving as a Trustee of this Living Trust.
- b. "Adult Dependent Beneficiary" means a beneficiary who is an adult but unable to manage their financial affairs due to mental or other disability.
- c. "Age of Majority" refers to the age at which a person is considered an adult in the jurisdiction where they ordinarily reside.
- d. "Incapacity" or "Incapacitated" means a person is unable to manage their financial affairs due to mental or other disability.

e. "Minor Beneficiary" refers to a beneficiary who is under the legal Age of Majority.

f. "Trustee" includes any Primary Trustee, Successor Trustee, replacement Trustee, or additional Trustee appointed for this Living Trust.

g. "Qualified Beneficiary" means any beneficiary who is entitled to a benefit from this Living Trust or authorized to act under the Living Trust at the time their qualification is determined.

IN WITNESS WHEREOF, the party hereto has signed their name on this the _____ day of _____, _____ in _____, _____, declaring and publishing this instrument as the Settlor's Living Trust, in the presence of the undersigned witnesses, who witnessed and subscribed this Living Trust in the presence of the party hereto. JOHN DOE, (Settlor)

SIGNED AND DECLARED by the above party on this the _____ day of _____, _____ to be the Settlor's Living Trust, in our presence, in _____, _____, in their presence, all being present at the same time, have signed our names as witnesses.

_____ Witness #1 Signature _____ Witness #1 Name (Please
Print) _____ Witness #1 Street Address _____ Witness #1 City,
State

_____ Witness #2 Signature _____ Witness #2 Name (Please
Print) _____ Witness #2 Street Address _____ Witness #2 City,
State

WITNESS my hand and official seal.

_____ Notary Public Signature
ID Produced: _____ My Commission Expires: _____ Seal:

ACKNOWLEDGEMENT OF NOTARY PUBLIC

New York
County: New York

On this _____ day of _____, _____, before me, _____ personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she has executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

1. _____

Schedule A

The Settlor assigns, conveys and delivers to this Living Trust, all of the rights, title and interest, tangible or intangible, to the following properties, real or personal:

LAST WILL AND TESTAMENT OF _____

I, _____, presently of _____, _____, declare that this is my Last Will and Testament.

PRELIMINARY DECLARATIONS Prior Wills and Codicils

1. I revoke all prior Wills and Codicils.

EXECUTOR Definition

2. The expression 'my Executor' used throughout this Will includes either the singular or plural number, or the masculine or feminine gender as appropriate wherever the fact or context so requires. The term 'executor' in this Will is synonymous with and includes the terms 'personal representative' and 'executrix'.

Appointment

3. I appoint _____ of _____ to be the sole Executor of this Will.

4. No bond or other security of any kind will be required of any Executor appointed in this Will.

Powers of My Executor

5. I give and appoint to my Executor the following duties and powers with respect to my estate:

a. To pay my legally enforceable debts, funeral expenses and all expenses in connection with the administration of my estate and the trusts created by this Will as soon as convenient after my death. If any of the real property devised in this Will remains subject to a mortgage at the time of my death, then I direct that the devisee taking that mortgaged property will take the property subject to that mortgage and that the devisee will not be entitled to have the mortgage paid out or resolved from the remaining assets of the residue of my estate;

b. To take all legal actions to have the probate of this Will completed as quickly and simply as possible, and as free as possible from any court supervision, under the laws of the State of _____;

c. To retain, exchange, insure, repair, improve, sell or dispose of any and all personal property belonging to my estate as my Executor deems advisable without liability for loss or depreciation;

d. To invest, manage, lease, rent, exchange, mortgage, sell, dispose of or give options without being limited as to term and to insure, repair, improve, or add to or otherwise deal with any and all real property belonging to my estate as my Executor deems advisable without liability for loss or depreciation;

e. To purchase, maintain, convert and liquidate investments or securities, and to vote stock, or exercise any option concerning any investments or securities without liability for loss;

f. To open or close bank accounts;

g. To maintain, continue, dissolve, change or sell any business which is part of my estate, or to purchase any business if deemed necessary or beneficial to my estate by my Executor;

h. To maintain, settle, abandon, sue or defend, or otherwise deal with any lawsuits against my estate; and

i. To employ any lawyer, accountant or other professional.

6. The above authority and powers granted to my Executor are in addition to any powers and elective rights conferred by state or federal law or by other provision of this Will and may be exercised as often as required, and without application to or approval by any court.

DISPOSITION OF ESTATE Payment of Debts and Expenses

7. I direct that any debts owed, including but not limited to, expenses associated with the probate of this Will, the payment of taxes, funeral expenses or any other expense resulting from the administration of this Will will be paid first from my estate.

Disposition of Property

8. Except as otherwise provided in this Will, all of the property that I own at my death, or which may become payable to my estate or my Executor, and any property that I have the power to dispose of under this Will shall be distributed to the trustee of The _____ Revocable Living Trust dated the _____ day of _____, _____ to be administered and distributed as provided under that trust.

GENERAL PROVISIONS Insufficient Estate

9. If the value of my estate is insufficient to fulfill all of the bequests described in this Will then I give my Executor full authority to decrease each bequest by a proportionate amount.

No Contest Provision

10. If any beneficiary under this Will contests in any court any of the provisions of this Will, then each and all such persons shall not be entitled to any devises, legacies, bequests, or benefits under this Will or any codicil hereto, and such interest or share in my estate shall be disposed of as if that contesting beneficiary had not survived me.

Severability

11. If any provisions of this Will are deemed unenforceable, the remaining provisions will remain in full force and effect.

IN WITNESS WHEREOF, I have signed my name on this the _____ day of _____, _____ in _____, _____, declaring and publishing this instrument as my Last Will, in the presence of the undersigned witnesses, who witnessed and subscribed this Last Will at my request, and in my presence.

(Testator) Signature
SIGNED AND DECLARED by _____ on the _____ day of _____, _____ to be the Testator's Last Will, in our presence, at _____, _____, who at the Testator's request and in the presence of the Testator and of each other, all being witnesses.

Witness #1 Signature _____ Witness #1 Name (Please Print)

Witness #1 Street Address _____ Witness #1 City, State

present at the same time, have signed our names as

Witness #2 Signature _____ Witness #2 Name (Please Print)

Witness #2 Street Address _____ Witness #2 City, State

AFFIDAVIT

I, _____, the Testator, sign my name to this instrument this _____ day of _____, 20_____, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes expressed in the Last Will, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Testator
We, _____ and _____, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as the Testator's Last Will and that the Testator signs it willingly (or willingly directs another to sign for the Testator), and that each of us, in the presence and hearing of the Testator, hereby signs this Last Will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

STATE OF _____ COUNTY OF _____
Witness #1 Witness #2

Subscribed, sworn to and acknowledged before me by _____, the Testator, and subscribed and sworn to before me by _____ and _____, witnesses, this _____ day of _____, 20_____.

(Seal) _____
(Signed) _____

(Official capacity of officer)