



I. GENERAL PROVISIONS OF PLANNING

This area focuses on the general information needed and general plan design including: (1) Discretion/Ascertainable Standard/ Grantor Status/Misc; (2) Family information - what's needed; (3) Trust structure (joint v. separate); (4) Integration of documents (will/trusts); (5) Plan types (RLT, AP1, AP2)

Planning Type

- Estate Asset Protection Medicaid Veteran Benefits Tax
 RLT AP-1 AP-2 Estate Tax Planning Standard Personalized
 Will Healthcare Proxy Personal Care Plan MIT® Partial MIT® FIT KIT® SNT CGT™ TAPT™

Family Information

- Disinherit? _____ Predeceased? _____ Special Needs? _____
 Treat step-children as own Other _____

Pour Over

- Will: RLT iPug® Other _____
RLT: iPug® Other _____

Governing Law & Standards

- Contest Clause Non-Med Qual (<\$5.25M for business - removes Medicaid considerations and references)

If any beneficiary, shall in any manner directly or indirectly, attempt to contest or oppose the validity of this Trust Agreement, including any amendments thereto, or commences or prosecutes any legal proceedings to set this Trust Agreement aside, then in such event such beneficiary shall forfeit his or her share, cease to have any right or interest in the Trust property, and shall be deemed to have predeceased without surviving issue.

Should any person disclaim his or her interest, in whole or in part, in any trust created for his or her benefit in this Trust Agreement, the result of which would be for that person to receive Trust property free of trust earlier than provided by the terms of the Trust, then the disclaiming person shall forfeit his or her interest in the Trust, shall cease to have any right or interest in the Trust property, and shall be deemed to have predeceased the Trustmakers.

In the event the spouse of any Trustmaker elects to take a statutory share of the estate of the Trustmaker as provided under state law, then any interest or property provided for the electing spouse or for his/her benefit by the deceased Trustmaker pursuant to the provisions of this Trust Agreement by reason of the Trustmakers death shall terminate and notwithstanding any provision herein to the contrary, all interests of the electing spouse shall be administered as though the electing spouse had predeceased the Trustmaker.

- Refer to grantor as Grantor Trustmaker Other _____

This Trust Agreement is made by Anthony S. Sample and Patricia A. Sample, **herein called the "Trustmakers,"** "we," "us," or "our," and Anthony S. Sample and Patricia A. Sample, or their successor, herein (collectively) called "Trustee". In this Trust Agreement, Anthony S. Sample and Patricia A. Sample, when referred to in their fiduciary capacity, and each named, alternate or Successor Trustee, are referred to as the "Trustee" or "Trustees" accordingly.

- Asset schedule Joint Separate

In consideration of the covenants herein contained and other valid consideration, receipt and sufficiency of which is hereby acknowledged, we hereby irrevocably transfer, assign and deliver to the Trustee, as and for the Trust Estate, **the assets of Anthony S. Sample described in Schedule A, the assets of Patricia A. Sample described Schedule B and the joint assets of the Trustmakers described in Schedule C,** all attached hereto and made a part hereof. The Trustee accepts said property and agrees to hold, administer and distribute it and any other property the Trustee hereinafter may acquire in trust for the purposes described above and upon the terms and conditions hereinafter set forth. In the event an asset is not listed on a schedule, **then the Trustmaker's social security number used on the account shall determine whether it is accounted for on Schedule A or B.** In addition, **it shall be presumed that assets contributed to the Trust from an account owned in joint ownership by the Trustmakers shall be included on Schedule C.** The term "Trust Estate," when used in this Trust Agreement, shall be construed in a manner consistent with this Article.



Discretion Sole and absolute None Other _____

The Trustee shall hold, manage, invest and reinvest the Trust Estate, collect the income therefrom, and **in his or her sole and absolute discretion**, pay over or apply any or all of the net income to or for the benefit of the Lifetime Trust income beneficiaries at times or from time to time, to such an extent and in such amounts and proportions as the Trustee, **in its sole and absolute discretion**, shall determine for the beneficiaries' health, education, maintenance or support, with wide authority in the Trustee to pay out such amounts of income from the Trust as are necessary for all or any of them, without requiring the mandatory equality of distribution, so that the varying needs of the beneficiaries may be met. Any income not so distributed within 30 days of the close of the Trust tax year, shall be added to principal.

Ascertainable Standards HEMS None Other _____

The Trustee shall hold, manage, invest and reinvest the Trust Estate, collect the income therefrom, and in his or her sole and absolute discretion, pay over or apply any or all of the net income to or for the benefit of the Lifetime Trust income beneficiaries at times or from time to time, to such an extent and in such amounts and proportions as the Trustee, in its sole and absolute discretion, shall determine for the beneficiaries' **health, education, maintenance or support**, with wide authority in the Trustee to pay out such amounts of income from the Trust as are necessary for all or any of them, without requiring the mandatory equality of distribution, so that the varying needs of the beneficiaries may be met. Any income not so distributed within 30 days of the close of the Trust tax year, shall be added to principal.

Trust Deminimus Value \$ _____

If at any time during the administration of this Trust the principal balance being held is **less than one hundred thousand dollars (\$100,000.00)**, then the Trustee hereunder may, at its complete and sole and absolute discretion, terminate this Trust and distribute the remaining proceeds to the Residuary Beneficiaries as provided herein.

Financial Disability if less than \$ _____ in equity

In the opinion of the Trustee, he or she is unable to properly manage his or her finances. It shall be presumed a person is unable to properly manage his or her own finances if that person's net worth (equity) **is less than one hundred twenty-five thousand dollars (\$125,000.00)**

Loans to grantor With security Without security None

To lend money to any person or persons upon such terms, **with or without adequate interest and security**, as the Trustee may deem advisable in the Trustee's sole and absolute discretion for the best interest of Trust and the beneficiaries.