Base Instrument — Revocable Living Trust (State-Neutral Draft)

Brand: AnchorPointTrusts

Product Tier: $2,500 document-preparation package

Classification: DRAFT — Layer 2, for Layer 3 attorney-council review

Governing anchor: Utah Title 75B (UTC)

Situs: [SETTLOR'S DOMICILE STATE — revocable template defaults governing law and situs to the settlor's domicile; the anchor-state addendum supplies execution formalities]

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Operator language only. This instrument describes powers, duties, and procedures. It does not state
tax outcomes, tax status, or tax objectives. References to the Internal Revenue Code are for
definitional incorporation only and do not express any tax purpose, objective, or expectation.
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Preamble

This Declaration of Trust (this "Trust Agreement") is made and entered into on ______________________ by and between ______________________ (the "Settlor") and ______________________ (the "Trustee").

Recitals

WHEREAS, the Settlor desires to create a trust for the benefit of the beneficiaries identified below, and to transfer the trust property described below to the Trustee to be held and administered in accordance with the terms of this Trust Agreement;

WHEREAS, the Settlor intends that this Trust be revocable and that the Settlor retain the power to revoke or amend this Trust at any time;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Settlor declares and the Trustee accepts the trust upon the following terms and conditions.

ARTICLE I — NAME AND PURPOSE

Section 1.1 — Trust Name. The trust created by this Trust Agreement shall be known as the "______________________" (the "Trust").

Section 1.2 — Purpose. The purpose of the Trust is to hold, manage, invest, and distribute the Trust Property for the benefit of the Beneficiaries in accordance with the terms of this Trust Agreement, to provide for continuity of administration, and to administer the Trust Property during any period of the Settlor's incapacity.

ARTICLE II — DEFINITIONS

Section 2.1 — Defined Terms. Unless otherwise defined in this Trust Agreement, capitalized terms shall have the meanings set forth in this Article II:

- "Settlor" means the person who creates and funds the Trust.
- "Trustee" means the person or persons then acting as trustee of the Trust.
- "Beneficiary" means the person or entity for whose benefit the Trust is held, as designated from time to time in accordance with Article VI.

- "Trust Property" means all property described in Article III and any other property hereafter transferred to the Trust.
- "Income" means all income, gains, and profits received or accrued by the Trust, determined in accordance with the principal-and-income act of the situs state, or if none, in accordance with generally accepted accounting principles.
- "Principal" means the trust corpus, including all property held by the Trust.
- "Qualified Beneficiary" means any person who is or becomes a beneficiary and who has a present or future interest in the Trust Property.
- "Related or subordinate party" has the meaning set forth in Section 672(c) of the Internal Revenue Code, adopted by reference for definitional purposes only.

ARTICLE III — TRUST PROPERTY

Section 3.1 — Initial Trust Property. The initial Trust Property consists of: ______________________.

Section 3.2 — Funding. The Settlor shall transfer such property to the Trustee, and the Trustee shall hold, manage, and administer the Trust Property in accordance with the terms of this Trust Agreement. Additional property may be transferred to the Trust at any time by the Settlor or by any other person.

Section 3.3 — Right to Revoke. The Settlor reserves the right to revoke, amend, or terminate this Trust at any time by written instrument delivered to the Trustee. Upon revocation, the Trustee shall distribute the Trust Property to the Settlor or the Settlor's estate as the Settlor directs.

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Section 3.4 — Reversionary Interest. No part of the Trust Property shall revert to the Settlor by
operation of law. Upon termination or dissolution, the remaining Trust Property shall be distributed
solely to the Beneficiaries in accordance with the terms of this Trust Agreement. [CITATION-NEEDED:
No reversionary language is included; verify that no reversionary interest is created by the
distribution scheme.]
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ARTICLE IV — TRUSTEE POWERS

Section 4.1 — General Powers. The Trustee shall have all powers granted by applicable law, and in addition shall have the power to:

(a) buy, sell, exchange, mortgage, lease, and transfer real and personal property;

(b) open and maintain bank and brokerage accounts;

(c) invest and reinvest trust assets in any manner permitted by the Trustee's fiduciary standards;

(d) borrow and lend funds on such terms as the Trustee deems advisable;

(e) collect income and realize gains;

(f) pay taxes, expenses, and obligations of the Trust;

(g) execute any documents necessary or convenient to administer the Trust;

(h) maintain, defend, and settle claims against the Trust;

(i) make distributions of Income and Principal in accordance with Article V.

Section 4.2 — Settlor as Initial Trustee. The Settlor shall serve as the initial Trustee. The Settlor may exercise all Trustee powers in the Settlor's individual capacity, in a nonfiduciary capacity, without the approval or consent of any person having a substantial interest in the Trust adverse to the exercise of the power.

Section 4.3 — Compensation. The Trustee shall be entitled to reasonable compensation for services rendered, as provided in the Compensation Schedule (Attachment: compensation-schedule.md) attached hereto.

ARTICLE V — TRUSTEE DUTIES

Section 5.1 — Duty of Loyalty. The Trustee shall administer the Trust solely in the interests of the Beneficiaries and shall act impartially among the Beneficiaries.

Section 5.2 — Duty of Impartiality. In exercising discretionary powers, the Trustee shall consider the respective interests of all Beneficiaries and shall not favor one Beneficiary over another except as the Trust terms provide.

Section 5.3 — Duty to Inform and Report. The Trustee shall keep accurate records of all receipts and disbursements and shall provide reports to the Qualified Beneficiaries as required by applicable law or as reasonably requested.

Section 5.4 — Prudent Investor Rule. The Trustee shall invest and manage Trust Property as a prudent investor would, considering the purposes, terms, distribution requirements, and other circumstances of the Trust, including all powers granted under the Uniform Prudent Investor Act.

Section 5.5 — No Tax Advice. The Trustee shall not make distribution decisions based on tax considerations as an objective. Distributions shall be made solely in accordance with the terms of this Trust Agreement and the Trustee's fiduciary judgment.

ARTICLE VI — BENEFICIARY INTERESTS AND DISTRIBUTION STANDARD

Section 6.1 — Beneficiary Class. The initial beneficiaries are: ______________________. The Settlor may designate additional beneficiaries in accordance with the terms of this Trust Agreement. The Trustee shall not have the power to add persons to the class of Beneficiaries.

Section 6.2 — Settlor as Beneficiary. The Settlor, the Settlor's spouse, and the Settlor's descendants are members of the class of Beneficiaries. The Settlor may, in the Settlor's capacity as Trustee, distribute Income and Principal to or for the benefit of the Settlor and the Settlor's spouse in accordance with the distribution standard set forth in Section 6.3.

Section 6.3 — Distribution Standard (HEMS). The Trustee may, in the Trustee's absolute discretion, distribute income or principal to or for the benefit of any Beneficiary, in such amounts as the Trustee determines advisable for the health, education, maintenance, or support of such Beneficiary, taking into account such Beneficiary's other income and resources and the purposes of this Trust.

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Section 6.4 — No Withdrawal Power. No Beneficiary shall have any power to withdraw, demand, or
require distribution of Trust Property. All distributions are subject to the Trustee's discretion
under Section 6.3. [CITATION-NEEDED: Verify no unrestricted withdrawal power is granted; this is a
§678 compliance check.]
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Section 6.5 — No Power to Add Beneficiaries. No person other than the Settlor (during the Settlor's lifetime) shall have the power to add persons to the class of Beneficiaries, except after-born or after-adopted children of existing class members. No Trustee shall have the power to add persons to the class of Beneficiaries.

ARTICLE VII — ADMINISTRATION

Section 7.1 — Governing Law. The validity, construction, and administration of this Trust shall be governed by the laws of the State designated in Section 11.1, without regard to its conflicts of law principles.

Section 7.2 — Principal Place of Administration. The principal place of administration shall be ______________________, or such other place as the Trustee may determine in accordance with applicable law and the terms of this Trust Agreement.

Section 7.3 — Trustee Nexus. The Trustee shall maintain a principal place of business or residence in the state designated as the principal place of administration, or shall satisfy the applicable nexus requirement of the governing law for trust administration.

Section 7.4 — Successor Trustee on Incapacity. If the Trustee is unable or unwilling to serve due to incapacity, resignation, removal, or death, the successor trustee designated in Article X shall serve. The Trust shall continue in effect and shall be administered by the successor Trustee in accordance with its terms.

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Section 7.5 — Post-Death Administration. Upon the death of the Settlor, this Trust shall become
irrevocable and shall be administered thereafter in accordance with its terms for the benefit of the
then-Beneficiaries. [CITATION-NEEDED: Verify that this succession language does not assert continued
grantor-trust status.]
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ARTICLE VIII — REVOCATION AND AMENDMENT

Section 8.1 — Revocation Power. The Settlor may revoke or amend this Trust at any time, in the Settlor's individual, nonfiduciary capacity, without the approval or consent of any person having a substantial interest in the Trust adverse to the exercise of the power.

Section 8.2 — Effect of Revocation. Upon revocation, the Trustee shall deliver all Trust Property to the Settlor as the Settlor directs. Upon revocation, this Trust Agreement shall terminate and the Trust shall no longer exist.

Section 8.3 — Amendment. The Settlor may amend this Trust by executing an amendment in writing signed by the Settlor and delivered to the Trustee. The amendment shall be effective upon delivery to the Trustee.

Section 8.4 — Tax Identification. Because the Settlor can revoke this Trust, the Trustee will use the Settlor's taxpayer identification number on Trust tax paperwork while the Trust remains revocable. Tax classification of this Trust is determined by the Settlor's tax adviser each year, not by this document.

ARTICLE IX — DURATION AND DISSOLUTION

Section 9.1 — Duration. The Trust shall continue in existence for so long as the Trust remains in existence under applicable law and the purposes of the Trust, without any fixed termination date, unless terminated earlier in accordance with the terms of this Trust Agreement.

Section 9.2 — Dissolution. The Trustee may terminate and wind up the Trust upon the termination of all Beneficiaries' interests or when the purposes of the Trust have been fulfilled or are impossible to fulfill, subject to applicable law. Upon dissolution, the Trustee shall distribute all remaining Trust Property to the Beneficiaries in accordance with the distribution standard set forth in Article VI.

ARTICLE X — SUCCESSOR TRUSTEE

Section 10.1 — Successor Trustee. If the Trustee is unable or unwilling to serve, or resigns or is removed, the following persons shall serve as successor trustee in the order listed:

1. ____________________ (Primary Successor Trustee)
2. ____________________ (Secondary Successor Trustee)

The resigning Trustee shall provide written notice of resignation to the Settlor or the Trust Protector, if any, at least thirty (30) days prior to the effective date of resignation. Upon acceptance of a resignation, the outgoing Trustee shall promptly deliver all Trust Property, records, and documents to the successor Trustee and shall cooperate in the transition of administration, including executing any documents reasonably necessary to effect the transfer.

Section 10.2 — Removal for Cause. The Settlor may remove a Trustee only for cause, defined as: (a) incapacity; (b) breach of duty; (c) conviction of a felony; or (d) material breach of the terms of this Trust Agreement. The Settlor may appoint a successor Trustee who is not the Settlor's spouse, ancestor, lineal descendant, sibling, or employee.

Section 10.3 — Trust Protector Appointment. The Settlor may appoint a Trust Protector in accordance with the terms of Article XI-A [PROTECTOR].

Section 10.4 — Bond and Waiver. No Trustee shall be required to post bond or surety, and no security shall be required of any Trustee, unless required by the court of competent jurisdiction. The Settlor may waive the bond requirement for any Trustee in a writing filed with the Trust records.

Section 10.5 — Appointment of Corporate Fiduciary at Designated Situs. Where the governing law and situs designated under Section 11.1 contemplate administration by a corporate fiduciary or trust company, the Settlor appoints the entity named in the executed Certification of Trust as trustee or co-trustee, effective upon that entity's written acceptance of the office. The executed acceptance shall be kept with the Trust records and referenced in Schedule A (Attachment: schedule-a-funding.md). If the appointed entity declines to serve or ceases to act, the successor-trustee provisions of Section 10.1 apply.

ARTICLE XI — GOVERNING LAW AND SITUS

Section 11.1 — Governing Law. The validity, construction, and administration of this Trust shall be governed by the laws of the State of [SETTLOR'S DOMICILE STATE — populated at assembly and validated to equal the situs state], without regard to its conflicts of law principles.

Section 11.2 — Public Policy Override. The designation of governing law set forth in Section 11.1 is not controlling as to any matter that would be contrary to a strong public policy of the state in which the Trust is administered, to the extent required by the applicable statute of that state.

Section 11.3 — Situs Change. The Trustee, with the consent of all Qualified Beneficiaries of legal age, may change the principal place of administration and the governing law of this Trust to another state, provided that all of the following are met:

(a) The new situs state is the Settlor's domicile state at the time of the change or another state to which the Settlor's domicile has moved [DOMICILE-RULE: revocable template — situs follows the Settlor's domicile].

(b) The change is not made for the purpose of defeating the purpose of this Trust or for any improper purpose.

(c) The change is documented by an amendment to this Trust Agreement executed in accordance with the applicable law.

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(d) The new governing law is the law of the new situs state. [ATTORNEY-CONFIRM: Verify that the
situs-change provision is enforceable under the governing law of the initial situs state.]
[DOCUMENT-ASSEMBLY: Validate that governing-law state == situs state, or document the exception.]
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ARTICLE XI-A — TRUST PROTECTOR [PROTECTOR]

Section 11-A.1 — Appointment. The Settlor may appoint one or more Trust Protectors. The initial Trust Protector is: ______________________.

Section 11-A.2 — Powers. The Trust Protector may, in the Trust Protector's sole discretion, exercise the following powers: (a) remove and replace the Trustee; (b) settle disputes among Beneficiaries regarding the administration of the Trust; (c) change the situs of the Trust to the Settlor's domicile state or a state to which the Settlor's domicile has moved, consistent with Section 11.3(a); and (d) exercise any other power expressly enumerated in this Section 11-A.2. The Trust Protector shall not have the power to add or remove Beneficiaries, consistent with Section 6.5. [PROTECTOR: Default OFF for the $2,500 tier — omit this article unless the client selects Trust Protector service.]

Section 11-A.3 — Fiduciary Status. The Trust Protector shall act in good faith and in the interests of the Beneficiaries. The Trust Protector's powers are exercisable only in accordance with the terms of this Trust Agreement and applicable law.

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Section 11-A.4 — Independence. The Trust Protector shall be independent of the Settlor, the Settlor's
spouse, and the Settlor's estate. No Trust Protector shall be a person who is the Settlor, the
Settlor's spouse, or a related or subordinate party to the Settlor within the meaning of Section
672(c) of the Internal Revenue Code. [ATTORNEY-CONFIRM: Verify that the independence requirement for
the Trust Protector is enforceable under the governing law of the situs state.]
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ARTICLE XI-B — DECANTING PROVISION

Section 11-B.1 — Decanting Authority. The Trustee may distribute all or any part of the Trust Property to a new trust (the "Decanted Trust") having the same Beneficiaries as this Trust, in accordance with the decanting statute of the situs state, provided that: (a) the Decanted Trust is consistent with the purposes of this Trust; (b) the distribution is for the benefit of the Beneficiaries; and (c) no Beneficiary has an adverse interest in the Decanting.

Section 11-B.2 — Notice. The Trustee shall provide written notice to all Qualified Beneficiaries of legal age at least 30 days before effectuating any decanting or material modification to the Trust. The notice shall describe the terms of the new trust, the date of the decanting or modification, the identity of the new governing instrument (if applicable), the beneficiary's right to object.

Section 11-B.3 — Decanting Safeguards. No decanting shall (i) alter the Beneficiary class to include any person not already a Qualified Beneficiary, (ii) change the governing law or situs of this Trust to a state whose law would permit the Settlor's creditors to reach the Trust Property after this Trust becomes irrevocable under Section 7.5, or (iii) impair any vested interest without prior court approval. The Decanted Trust must preserve the spendthrift protections of Article XIV-A.

ARTICLE XIV — GLOSSARY

For the reader's convenience, the following plain-language definitions apply to this Trust Agreement:

- Corpus (also called "trust property" or "the trust estate"): the property, assets, and funds held inside the Trust.
- Situs: the state where the Trust is administered. This affects which state's laws govern the Trust. The trust instrument itself is usually not recorded (keep it with your important papers), but the Certification of Trust and any deeds transferring real property into the Trust must be recorded in the appropriate county office.
- Decanting: the process of pouring assets from one trust into a new trust with the same beneficiaries, under the authority of the Trustee.
- Nonfiduciary capacity: acting for yourself personally, not as a trustee or on behalf of the Trust.

- Grantor: another name for the Settlor — the person who creates and funds the Trust. (In Utah the terms are used interchangeably.)
- Grantor trust: a term used in federal tax law describing who reports the Trust's income on a personal tax return. Whether this Trust is a grantor trust depends on the provisions the Settlor selects and is a question for the Settlor's tax professional. [ATTORNEY-CONFIRM: Tax-status determinations are outside document-preparation scope.]

ARTICLE XIV-A — SPENDTHRIFT PROTECTION

Section 14-A.1 — Spendthrift Clause. The interest of each Beneficiary in the Trust shall not be subject to anticipation, assignment, pledge, encumbrance, alienation, or transfer, and shall be free from the claims of all creditors of such Beneficiary, to the fullest extent permitted by applicable law. Nothing in this Article shall prevent a creditor from reaching any mandatory or currently distributable amount to the extent permitted by applicable law. No Beneficiary shall have the power to voluntarily or involuntarily transfer any interest in the Trust.

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IMPORTANT: Because you (the Settlor) have kept the power to revoke this Trust, your creditors can
reach the Trust Property during your lifetime. The spendthrift protection in this Article protects
the Beneficiaries' interests from the Beneficiaries' own creditors — it does not protect the Trust
from your creditors while this Trust remains revocable.
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Section 14-A.2 — Limitations. The protections of this Article do not apply to: (a) claims for necessaries furnished to the Settlor or the Settlor's spouse; (b) claims for child support or alimony obligations of the Settlor or the Settlor's spouse; or (c) claims arising from a voluntary payment made by the Settlor to a creditor of the Beneficiary. The Settlor's creditors may reach distributable amounts to the extent permitted by the Uniform Trust Code §505(1).

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Section 14-A.3 — Self-Settled Caveat. While this Trust is revocable, the spendthrift protections of
this Article are inoperative against the Settlor's creditors: the Settlor's creditors may reach the
maximum amount that can be distributed to or for the Settlor's benefit (see Section 8.1 [Revocation
Power]). This protection is beneficiary-only — it shields each Beneficiary's interest from that
Beneficiary's own creditors, and never protects the Settlor or the Settlor's estate from the
Settlor's own creditors. [ATTORNEY-CONFIRM: Self-settled trust treatment varies by state; confirm
treatment under the governing law selected at assembly.]
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ARTICLE XIV-B — ACCOUNTING AND INCOME ALLOCATION

Section 14-B.1 — Income and Principal. Income and Principal of the Trust shall be determined and allocated in accordance with the Uniform Principal and Income Act as adopted in the situs state (or a named statutory scheme as designated by the Trustee). The Trustee may adjust between income and principal to the extent permitted by that Act.

ARTICLE XIV-C — INCAPACITY DETERMINATION AND RESTORATION

Section 14-C.1 — Incapacity Determination. A Trustee shall be deemed incapacitated if (a) two licensed physicians who have examined the Trustee each certify in writing that the Trustee is unable to manage the Trust Property by reason of physical or mental incapacity, or (b) a court of competent jurisdiction determines the Trustee lacks capacity to manage the Trust Property. Any such determination shall be made under penalty of perjury. The determination shall be delivered to the successor Trustee and shall be effective upon receipt.

(b) When the Settlor serves as Trustee, the Settlor shall be deemed incapacitated upon the same standard, and the successor Trustee shall serve during the Settlor's incapacity.

Section 14-C.2 — Restoration. Incapacity ceases upon written certification by the examining physician or court order that the Trustee's capacity has been restored. The Trustee shall promptly provide such certification to the successor trustee or the Trust Protector, if any.

Section 14-C.3 — Successor Acceptance. A successor trustee shall accept the office by executing a written acceptance delivered to the acting trustee. The acceptance shall include a statement that the successor trustee has read and understands the terms of this Trust Agreement.

ARTICLE XIV-D — COTRUSTEE MECHANICS

Section 14-D.1 — Number of Trustees. The Trust may have one or more co-trustees. If two or more persons serve as Trustee, they shall act by majority decision, except that any single Trustee may (a) hold and preserve Trust Property; (b) execute documents in the ordinary course; and (c) act in an emergency to prevent irreparable harm.

Section 14-D.2 — Death, Resignation, or Incapacity of a Co-Trustee. The death, resignation, incapacity, or removal of one Trustee shall not dissolve the office of the surviving or remaining Trustee(s). The surviving or remaining Trustee(s) shall continue to administer the Trust.

Section 14-D.3 — Single-Signer Authority. Unless otherwise provided herein, any single Trustee may take actions necessary to preserve Trust Property, including holding funds in a custodial account, maintaining insurance coverage, and executing documents of routine administration.

ARTICLE XIV-E — SUCCESSOR TRUSTEE DEFAULT

Section 14-E.1 — Exhaustion of Named Successors. If no named successor trustee is able or willing to serve, the Trust Protector shall appoint a successor trustee; if no Protector, the adult Qualified Beneficiaries by majority may appoint a corporate fiduciary. If no qualified beneficiaries are able or willing to act, a corporate fiduciary designated in the Compensation Schedule (Attachment: compensation-schedule.md), or if none is designated, a nationally chartered trust company selected by the guardian of the minor Beneficiary, shall serve as interim successor trustee pending court appointment.

Section 14-E.2 — Trustee Investment Delegation. The Trustee may delegate investment management to a registered investment adviser with written delegation standards consistent with the Prudent Investor Act. The Trustee shall monitor the performance of any delegated investment manager at least annually.

Section 14-E.3 — Compensation and Interim Administration. If the Settlor-trustee is hospitalized or otherwise temporarily unable to act, any co-trustee or successor trustee may sign checks and take necessary actions for interim administration. No trustee shall be entitled to compensation for services rendered as trustee unless otherwise provided in the Compensation Schedule (Attachment: compensation-schedule.md).

ARTICLE XIV-F — NOTARIZATION AND EXECUTION FORMALITIES

Section 14-F.1 — Electronic Signatures. This Trust Agreement may be executed and delivered electronically, and electronic signatures shall have the same effect as original wet-ink signatures, in accordance with the Uniform Electronic Transactions Act as adopted in the governing jurisdiction and the federal ESIGN Act. The following steps are required for electronic execution: (a) each signatory must affirm their identity through a secure method; (b) each signature must be accompanied by the signatory's name and the date of execution; (c) electronic signatures shall be retained in the Trust records in their original form.

Section 14-F.2 — Acknowledgment. Each Trustee and the Settlor (if signing the instrument) shall execute an acknowledgment before a notary public. The acknowledgment shall state the name of the state and county where the execution takes place and shall be substantially in the form set forth in the execution page of this Trust Agreement.

Section 14-F.3 — Witnesses. Where required by the law of the situs state, the Trust Agreement shall be executed in the presence of witnesses. The number of witnesses required and the qualifications of witnesses shall be determined by the law of the situs state.

Section 14-F.4 — Remote Online Notarization. This Trust Agreement may be executed with a notary public via remote online notarization (RON) in accordance with the applicable law of the situs state, provided that the notary is authorized to perform remote notarizations under the law of the situs state.

ARTICLE XIV-G — PERPETUITIES AND SAVINGS CLAUSE

Section 14-G.1 — Perpetuities Savings. If the continued existence of the Trust, or of any trust created hereunder, would cause a violation of the rule against perpetuities or any comparable statutory limitation of the governing jurisdiction, the Trust shall continue until the latest date permitted by law, and shall then terminate by distributing the Trust Property to the then-permitted distributees.

Section 14-G.2 — Termination Events. The Trust shall terminate upon the earliest to occur of: (a) the dissolution of all Beneficiaries' interests; (b) the Trust Property being distributed in accordance with the terms of this Trust; or (c) the Trust being terminated by operation of law.

ARTICLE XIV-H — FUNDING AND TITLING

Section 14-H.1 — Funding Instructions. The Settlor shall transfer property to the Trust in accordance with the funding instructions attached hereto as Schedule A (Attachment: schedule-a-funding.md). The Settlor shall update Schedule A as additional property is transferred to the Trust.

Section 14-H.2 — Titling Standard. Trust Property shall be held in the name of the Trustee as follows: "[Trust Name], dated [Date], and any amendments thereto, [Trustee Name], Trustee." The Trustee shall ensure that all trust assets are titled in accordance with this standard.

Section 14-H.3 — Schedule A (Attachment: schedule-a-funding.md). Schedule A lists the Trust Property and the manner in which it is held. Schedule A is incorporated by reference and shall be updated by the Trustee as property is added to or removed from the Trust.

Section 14-H.4 — Beneficiary-Designated Assets. Assets with a beneficiary designation (including IRAs, 401(k) accounts, life insurance policies, and TOD/POD accounts) are governed by the custodian's beneficiary designation forms, not by this Trust Agreement, unless the trust is properly named as the beneficiary. The Trustee shall advise the Settlor to review all beneficiary designations upon funding the Trust.

Section 14-H.5 — Pour-Over Will. The Settlor should execute a pour-over will that directs any assets not previously transferred to the Trust at the Settlor's death to be distributed to the Trust. The pour-over will is not part of this Trust Agreement and is a separate document.

ARTICLE XIV-I — DIGITAL ASSETS (RUFADAA)

Section 14-I.1 — Fiduciary Access to Digital Assets. The Trustee shall have the authority to access, manage, and distribute the Settlor's digital assets in accordance with the Revised Uniform Fiduciary Access to Digital Assets Act (RUFADAA) as adopted in *the situs state.*

Section 14-I.2 — Scope of Access. The Trustee's access to digital assets includes: (a) electronic mail and electronic communications stored by a provider; (b) electronic records stored by a provider; and (c) any digital asset as defined by the applicable statute. The Trustee's access is subject to any restrictions imposed by the terms of service of the provider.

Section 14-I.3 — Online Account Management. The Trustee may manage online accounts, including changing passwords and updating contact information, for the purpose of preserving and administering the Trust Property.

ARTICLE XIV-J — S-CORPORATION STOCK AND SUBCHAPTER-S QUALIFICATION

Section 14-J.1 — S-Corporation Stock. The Trustee is authorized to hold S-corporation stock in the Trust Property. The Trustee shall take such actions as are necessary to maintain the qualification of the Trust as a permitted shareholder of any S corporation held in the Trust Property.

Section 14-J.2 — Subchapter-S Qualification. If the Trust is named as a beneficiary of an S-corporation stockholder's estate or retirement account, the Trustee shall maintain the Trust's qualification as a permitted shareholder under Subchapter S of the Internal Revenue Code. The Trustee shall consult with the Trust's tax advisor before taking any action that could affect the Trust's S-corporation shareholder status.

ARTICLE XIV-K — EXCULPATION, BOND, AND AGENT AUTHORIZATION

Section 14-K.1 — Exculpation. No Trustee shall be personally liable to any Beneficiary for any act or omission in the exercise of the Trustee's powers in good faith and in accordance with the terms of this Trust Agreement. This exculpation shall not apply to acts of gross negligence, willful misconduct, or breaches of the duty of loyalty.

Section 14-K.2 — Bond Waiver. No Trustee shall be required to post bond or surety, and no security shall be required of any Trustee, unless required by the court of competent jurisdiction.

Section 14-K.3 — Trustee-Agent Authorization. The Trustee is authorized to employ agents, including attorneys, accountants, and investment advisers, to assist in the administration of the Trust. The Trustee shall compensate such agents from Trust Property and shall supervise their activities.

ARTICLE XIV-L — MINOR AND DISABLED BENEFICIARY HANDLING

Section 14-L.1 — UTMA/UGMA/Custodial Accounts. If a Beneficiary is a minor or a person under a legal disability, the Trustee may distribute Trust Property to (a) a custodial account under the Uniform Transfers to Minors Act (UTMA) or Uniform Gifts to Minors Act (UGMA) as adopted in the situs state, (b) a guardianship or conservatorship established for the Beneficiary, or (c) a qualified provider-direct arrangement as permitted by the situs state. The Trustee shall select the method that best serves the Beneficiary's interests.

Section 14-L.2 — Accumulate-and-Hold. The Trustee may accumulate income and hold Trust Property for the benefit of a minor or disabled Beneficiary until the Beneficiary reaches the age of majority or is otherwise able to manage the Trust Property.

Section 14-L.3 — Distribution to Minor. No distribution of Trust Principal shall be made directly to a minor Beneficiary unless the Trustee determines, in the Trustee's absolute discretion, that such distribution is in the best interest of the minor.

Section 14-L.4 — Supplemental Needs Safe Harbor. Distributions to a Beneficiary who receives or is eligible for public benefits (including but not limited to SSI, Medicaid, or similar federal or state benefits) shall be made directly to the provider of goods or services (e.g., medical provider, landlord, educational institution) or into a dedicated supplemental-needs trust established for *the Beneficiary's benefit. The Trustee shall not distribute cash to a disabled Beneficiary who receives public benefits without first obtaining a written opinion from the Beneficiary's public-benefits planner or guardian confirming that the distribution will not affect benefit eligibility.*

ARTICLE XIV-M — RECORDS AND GOVERNANCE

Section 14-M.1 — Record-Keeping. The Trustee shall maintain accurate records of all receipts, disbursements, and decisions made in the administration of the Trust. Records shall include, without limitation: bank and brokerage statements, tax returns, investment account statements, distribution and disbursement records, receipts for Trust expenses, and correspondence with financial institutions. The Trustee shall keep a record of each distribution, including the standard applied and the beneficiaries affected. Records shall be retained for a minimum of seven (7) years after the termination or dissolution of the Trust.

Section 14-M.1a — Beneficiary Inspection. Upon written request from any Qualified Beneficiary, the Trustee shall provide the Beneficiary with copies of the Trust Agreement, all amendments, all accountings, and all records of receipts and disbursements within thirty (30) days of the request.

Section 14-M.2 — Amendment Log. The Trustee shall maintain a log of all amendments, restatements, and modifications to this Trust Agreement.

Section 14-M.3 — Distribution Records. The Trustee shall maintain records tying each discretionary distribution to the standard applied under Section 6.3, and shall keep a notice log of all notices sent to Beneficiaries.

Section 14-M.4 — Accounting Cadence. The Trustee shall provide an accounting at least annually, delivered within ninety (90) days of the end of each calendar year, and upon any distribution, in a form that includes: (a) a statement of all receipts and disbursements; (b) a statement of the value of the Trust Property; (c) a statement of the income and principal allocated during the period; (d) the Trustee's compensation and reimbursement for the period; and (e) any other information necessary to understand the Trust's financial position.

Section 14-M.5 — Beneficiary Change-of-Address Duty. Each Beneficiary shall notify the Trustee of any change of address or contact information within 30 days of the change.

ARTICLE XV — MISCELLANEOUS

Section 15.1 — Severability. If any provision of this Trust Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Section 15.2 — Counterparts. This Trust Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

Section 15.3 — Headings. The headings in this Trust Agreement are for convenience only and shall not affect its interpretation.

Section 15.4 — No Waiver. No delay or failure by the Trustee or any Beneficiary in exercising any right, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any further or other exercise thereof or the exercise of any other right, power, or privilege.

Section 15.5 — Tax Matters. References in this instrument to provisions of the Internal Revenue Code are for definitional incorporation only and do not express any tax purpose, objective, or expectation. The Trustee may pay from Trust Property taxes attributable to the Trust Property.

ARTICLE XVI — CERTIFICATION OF TRUST

Section 16.1 — Authority to Certify. The Trustee is authorized to furnish a Certification of Trust in lieu of a copy of the full Trust Agreement for purposes of establishing the existence, validity, and authority of the Trust, and the Trustee's powers, in accordance with the certificate-of-trust statute of the situs state (e.g., Utah Code § 75B-2-1013; UTC § 1013). The Certification of Trust is a standalone document generated from this Trust Agreement — no certification page is embedded in this instrument.

Section 16.2 — Content of Certification. The Certification of Trust shall include, at minimum: (1) whether the trust exists and the date of its execution; (2) the identity of the settlor; (3) the identity and powers of the currently acting trustee(s); (4) the powers relevant to the transaction; (5) whether the trust is revocable or irrevocable and, if revocable, by whom; (6) the signature authority of the trustee(s), including whether co-trustees may act independently; (7) the form of title in which trust property is held; (8) the trust identification number. The certification shall include a statement that any third party may rely on the certification and that a person may in good faith request additional information, and shall be signed by every currently acting trustee.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Declaration of Trust as of the date first written above.

Date: ______________________

SETTLOR:

____

Settlor Name

TRUSTEE:

____

Trustee Name

NOTARIAL ACKNOWLEDGMENT

State of ______________________

County of ______________________

On this ______________________ day of ______________________, 20______________________, before me, the undersigned authority, personally appeared ______________________ (the "Settlor"), 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 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.

WITNESS my hand and official seal.

____

Notary Public

My Commission Expires: ______________________

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constitute legal advice. All statute citations should be verified by counsel before use in
client-facing documents. Louisiana is not served as a situs state.
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