



PREMIER I LIVING TRUST
INFORMATION & ORDER AGREEMENT

7251 W. Lake Mead Blvd., Ste 300
Las Vegas, NV 89128
Fax (702) 562-4122 Ph. (702) 562-4120

Planner/Rep Info AE-Trust Acct. #
Name: Phone: Fax:

Date Grantor Home Phone FAX Are Grantors Married?
Grantor 1 2nd Grantor
Grantor 1 Birth Date male female 2nd Grantor Birth Date male female
Grantor 1 Soc. Sec. No. 2nd Grantor Soc. Sec. No.
Is first Grantor a U.S. citizen? Yes No Second Grantor? Yes No Work Phone
Grantor St. Add. FAX
Grantor City, State, and Zip
Trust Name You will use this name innumerable times in limited spaces, on bank & investment accounts, car titles, etc. Keep it short enough to be manageable! 25 characters or less. For example: "Livingston Living Trust" is plenty.

GRANTOR TRUSTEE SELECTION

In most cases the grantor or grantors serve as trustee of the Premier I Living Trust. If that is your choice, check here:
If there are 2 grantors listed, but only one will serve as trustee, indicate which one here: Grantor 1 Above Grantor 2 Above

NON-GRANTOR TRUSTEE SELECTION

1. If the grantor or grantors are not serving as sole trustee(s), Mark 1 Only of Trustee Choices A to C Below, or select AE-Trust in item 2 below:
A. One Co-Trustee w/1 Grantor B. 1 Individual Trustee C. 2 Individual Trustees

If you chose 1 or 2 individuals above to serve as current trustees or as a co-trustee with 1 grantor, identify the individual(s) below: Note: Care should be given to choose individuals who possess reasonable management and business skills, and who will be fair and neutral to all beneficiaries.

1st Individ. Trustee: Co-Individ. Trustee
Relation to Grantor(s): Relation to Grantor(s)
Address: Address
City/St/Zip: City/St/Zip

2. Optional: Use AE-Trust as Sole Trustee -- OR -- Use AE-Trust as Co-Trustee, with or without one individual co-trustee listed above

SUCCESSOR TRUSTEE SELECTION

Note 1: If AE-Trust was not listed as trustee or co-trustee above, then AE-Trust must be the successor trustee. But in either case, list a successor trustee, to serve after AE-Trust, below. This person will be the sole, successor trustee if AE-Trust was listed as a trustee above:

1st Successor (if not Current Trustee): American Estate & Trust, LC, an Independent, NV licensed Trust Co.
Address: 7251 W. Lake Mead Blvd., Ste 300, Las Vegas, NV 89128

Alternate Successor Use of An 2nd Alternate Successor Trustee Is Strictly Optional:
2nd Alternate Successor
Relation to Grantor(s) Relation to Grantor(s)
Address Address
City/St/Zip City/St/Zip

If you identified 2 alternate successor trustees, they may serve simultaneously as joint and equal co-successors, or they may serve serially as first successor and then alternate to the first alternate. Indicate your choice: Simultaneous, Co-Successors Serial, 1st and 2nd Successors



OPTIONAL GRANTOR STATEMENT REGARDING SUCCESSOR TRUSTEES

Note: Sometimes when the grantors die, heirs quickly attempt to overturn the grantors' estate planning. One way they do this is by filing a lawsuit to remove the grantors' trustee or successor trustee choices, to gain personal control over the trust. Usually these maneuvers damage the estate with significant legal costs, and the grantors' estate planning may be circumvented. If this is a concern to you, a provision can be added to your trust to help eliminate this problem by signing below. Note that *this is a voluntary choice*:

Voluntary Statement of Grantor(s) to Heirs: I/We have given careful consideration to the above trustee and successor trustee choices and arrangements for my/our trust being ordered here. I/We have freely and voluntarily made these trustee arrangements without inducement or pressure from anyone. I am/We are voluntarily signing this statement, for this statement is not required in order to complete the trust. I/We ask you, the heirs and beneficiaries of this trust, to fully respect my/our wishes in this regard, and ask you to refrain from any attempt to overturn our trustee choices simply to meet your personal choices and desires. The trust ordered here will be funded with my/our assets, not those of my/our heirs and beneficiaries. So I/we alone have the right to make these trustee decisions, and my/our choices under the law are due your full respect. Further, I/we ask my/our trustee choices to defend their appointment by me/us, and to pay for the costs of such defense from the trust share of any beneficiary who attempts to overturn my/our trustee choices.

(Grantor 1 Signature)

(Grantor 2 Signature)

GRANTOR TRUST TAX NOTICE AND DISCLAIMER

The Premier I Living Trust is a "grantor" trust for federal tax purposes. This means that, while it may be required to file an informational tax return in some limited cases, it does not exist for tax purposes. This type trust is not an independent taxpayer, and must not be used to report income, deductions or depreciation to the Internal Revenue Service. The grantors must continue to report all income and deductions on their personal return as if the trust does not exist, even if there are income producing assets in the trust. Grantors must sign below to indicate they have read and that they understand this Tax Notice and Disclaimer:

(Grantor 1 Signature)

(Grantor 2 Signature)

TRUST INCOME

Only in the case that the grantor(s) is/are not serving as trustee, indicate whether the trust will have either 1099 or K-1 income:

There will be 1099* or K-1* Income []

There will not be 1099* or K-1* Income []

* The 1099 and K-1 are IRS tax forms to report income. Payers of income send these forms to the receivers of the income, with a copy to the IRS.

Rate the Importance of the Following in Your Estate Plan. Check Only One "Importance" Column for Each Item:	Extremely Important	Important	Not Very Important	No Importance
1. Professional trustee oversight and/or management, now and/or later				
2. Take advantage of NV trust protective statutes, now and/or later				
3. Probate avoidance				
4. Estate/gift tax avoidance				
3. Financial privacy				
5. Prevention of a future spouse of my/our present marriage mate from receiving or inheriting my/our present property				
6. Transferring my/our estate to my/our heirs with the timing and manner that I can plan for now				
7. Organization of financial affairs				

MISCELLANEOUS TRUST INFORMATION

Do you presently have a general, family estate trust, whether funded or un-funded? Yes [] No [] If yes, please attach a copy of the trust.

Do you have a pre or post-nuptial agreement? Yes [] No [] If yes, please attach a copy.

Who or what holds legal title to the property going into trust, the grantor(s), another trust, partnership, corporation, etc?

Held By Grantor(s) Only [] All Title Held By Another Entity(ies) [] Some Property Held By Both Grantor(s) And Other Entity(ies) []

Estimate Your Equity and the Fair Market Value (Current Selling Value) in Any of the Following Which You Own:

Note 1: The attorney who oversees preparation of your trust needs at least the two total figures below to properly design the trust for estate and other death tax purposes.

Note 2: Your financial & other info is held in strictest confidence. See Privacy Policy on page 10.

	EQUITY	FAIR MARKET VALUE
Main Residence _____	_____	_____
2nd Or Vacation Home _____	_____	_____
Non-Income Real Estate _____	_____	_____
Income Real Estate _____	_____	_____
Life Insurance Cash Values _____	_____	_____
Notes Receivables/Trust Deeds, Etc. _____	_____	_____
Securities <small>(Marketable securities, such as stocks, bonds, mutual funds, etc.)</small> _____	_____	_____
Business Interests and/or Assets <small>(Partnership, corp., LLC or proprietorship interests not included in Securities, above)</small> _____	_____	_____
Cash Assets <small>(Checking & savings accounts, money market funds, CDs, etc.)</small> _____	_____	_____
Pension Plan Assets <small>(Employer/company plans, IRAs, Keoghs, non-qualified, etc.)</small> _____	_____	_____
Corporate Employer Stock Options <small>(Qualified or non-qualified company sponsored stock option plans)</small> _____	_____	_____
Collectibles <small>(Coins, bullion, stamps, art, antiques, classic automobiles, etc.)</small> _____	_____	_____
Personal Property <small>(Vehicles, Boats, furniture, electronics, or anything of significant value not already listed).</small> _____	_____	_____
Totals _____	_____	_____

NOTE: If there is a significant or reasonable possibility that the grantor (or either grantor) could die with an estate value which exceeds the death tax exemptions which are currently available, then a QTIP or C trust provision should be added to the order list attached to the end of this application. Consult with AE-Trust for assistance with this issue.

ALLOCATION OF EQUITY OWNERSHIP

Of the above total Equity amount, estimate below the amount which belongs separately to each grantor/spouse:

Grantor No. 1 \$ _____ Grantor No. 2 \$ _____ Jointly Held \$ _____

If either grantor expects to receive a gift or inheritance that will substantially add to their estate's value, estimate the amount.

Grantor No. 1 \$ _____ Grantor No. 2 \$ _____

If either grantor owns one or more life insurance policies, list the total amount of death benefits that each expects to keep in force until death:

Grantor No. 1 \$ _____ Grantor No. 2 \$ _____

MISCELLANEOUS EQUITY

Check any entity which you own a controlling interest in: C Corp S Corp LLC Partnership Proprietorship

Do you presently have a general, family estate trust, whether funded or un-funded? Yes No If yes, please attach a copy of the trust.

Do you have a pre or post-nuptial agreement? Yes No If yes, please attach a copy.

Who or what holds legal title to the property going into trust, the grantor(s), another trust, partnership, corporation, etc?
 Held By Grantor(s) Only All Title Held By Another Entity(ies) Some Property Held By Both Grantor(s) And Other Entity(ies)



BENEFICIARY IDENTIFICATION AND ARRANGEMENTS

Note: You may need to review AE-Trust's *Trust Creation Tutorial* or the "Supplemental Trust Application" at then end of this form to help with the beneficiary section. The *Tutorial* is available from your AET Associate. The following topics may apply to your situation:

Selecting and Identifying Beneficiaries	Sole (Secondary) Beneficiaries	Possible Future Children of Grantors
Leaving a General Trust Share to Grandchildren	Predeceased Beneficiaries	Including or Excluding Spouses of Beneficiaries
Adopted Heirs	Beneficiaries' Share Size	Cash Gifts to Special Beneficiaries*
Disinheriting Certain Heirs*		

* Trust requirements for these issues can be handled with AE-Trust's "Supplemental Trust Application", attached to the end of this main application.

List Below the heirs/beneficiaries who are to receive a general share of your combined estate at your death, plus the percentage to each (plan cash gifts in the "Supplemental Trust Application" at the end of this form). Beneficiaries may be your children, other individuals, organizations and charities.

Note: If you leave a significant trust share to a grandchild whose parent(s) is (are) still living, the trust may need a "Generation Skipping Tax" provision, and if so there will be extra charges. See AE-Trust's *Trust Creation Tutorial* topic entitled Leaving a General Trust Share to Grandchildren for more info.

The % blank is the percentage of the combined estate that each beneficiary gets after your death(s).

1. _____ % _____

Age _____ (Must Have) Relationship _____ (Must Have)

Address _____ (Very Important)

City/St/Zip _____ (Must Have)

Soc. Sec. No. _____ (Very Important, If Available)

2. _____ % _____

Age _____ (Must Have) Relationship _____ (Must Have)

Address _____ (Very Important)

City/St/Zip _____ (Must Have)

Soc. Sec. No. _____ (Very Important, If Available)

3. _____ % _____

Age _____ (Must Have) Relationship _____ (Must Have)

Address _____ (Very Important)

City/St/Zip _____ (Must Have)

Soc. Sec. No. _____ (Very Important, If Available)

4. _____ % _____

Age _____ (Must Have) Relationship _____ (Must Have)

Address _____ (Very Important)

City/St/Zip _____ (Must Have)

Soc. Sec. No. _____ (Very Important, If Available)

5. _____ % _____

Age _____ (Must Have) Relationship _____ (Must Have)

Address _____ (Very Important)

City/St/Zip _____ (Must Have)

Soc. Sec. No. _____ (Very Important, If Available)

6. _____ % _____

Age _____ (Must Have) Relationship _____ (Must Have)

Address _____ (Very Important)

City/St/Zip _____ (Must Have)

Soc. Sec. No. _____ (Very Important, If Available)

7. _____ % _____

Age _____ (Must Have) Relationship _____ (Must Have)

Address _____ (Very Important)

City/St/Zip _____ (Must Have)

Soc. Sec. No. _____ (Very Important, If Available)

8. _____ % _____

Age _____ (Must Have) Relationship _____ (Must Have)

Address _____ (Very Important)

City/St/Zip _____ (Must Have)

Soc. Sec. No. _____ (Very Important, If Available)

9. _____ % _____

Age _____ (Must Have) Relationship _____ (Must Have)

Address _____ (Very Important)

City/St/Zip _____ (Must Have)

Soc. Sec. No. _____ (Very Important, If Available)

10. _____ % _____

Age _____ (Must Have) Relationship _____ (Must Have)

Address _____ (Very Important)

City/St/Zip _____ (Must Have)

Soc. Sec. No. _____ (Very Important, If Available)



SOLE BENEFICIARY PLANNING

If you have only one child or one remainder beneficiary listed above, and that beneficiary does not presently have children, list a contingent beneficiary(ies) below, in the event your one named beneficiary predeceases you. See the "Trust Creation Tutorial" topic entitled Sole (Secondary) Beneficiaries for more information.

Note: The AE-Trust program is not designed to accommodate contingent beneficiaries to the contingent beneficiaries. If the contingent beneficiary(ies) also predecease you, AE-Trust's standard planning will leave the contingent share to the contingent beneficiary's(ies)' issue, per stirpes, per capita. For an explanation of this planning, see the "Trust Creation Tutorial" topics entitled, Definitions and Predeceased Beneficiaries.

NAMED CONTINGENT BENEFICIARIES TO SOLE BENEFICIARY

1. _____ % _____ Age _____ Relationship _____ <small>(Must Have) (Must Have)</small> Address _____ <small>(Very Important)</small> City/St/Zip _____ <small>(Must Have)</small> Soc. Sec. No. _____ <small>(Very Important, If Available)</small>	2. _____ % _____ Age _____ Relationship _____ <small>(Must Have) (Must Have)</small> Address _____ <small>(Very Important)</small> City/St/Zip _____ <small>(Must Have)</small> Soc. Sec. No. _____ <small>(Very Important, If Available)</small>
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DISTRIBUTIONS OF THE TRUST TO BENEFICIARIES

Upon the death(s) of the grantor(s), the remainder of the general trust shares will be distributed in some manner to the beneficiaries (heirs) listed above. Each beneficiary will receive the percentage or share of the remainder of the trust which you assigned above to that beneficiary. These distributions are made after cash gifts which you may have listed on the "Supplemental Trust Application". Choose from one of the following most common of final distribution methods. For more information, read AE-Trust's *Trust Creation Tutorial* topics entitled:

- Ages at Which Shares are Distributed
 Underage Beneficiaries or Issue Upon Trust Distribution

Note: The shares of your beneficiaries may not be large enough to warrant Choices 2 thru 4 below. Be certain to project share sizes to see if they will generate meaningful sums over long time periods. For legal reasons your AET attorney cannot write a trust which leaves insufficient amounts over long time periods.

Choice 1. Distribute 100% of the remainder after my/our death/s to all beneficiaries over the age of: 21 or age _____.

- OR -

Choice 2. List below multiple ages and distribution amounts which the trustee will use to give trust shares to the heirs after the grantor(s) death(s). Either circle the terms "Default Age" and "Default Amount" for the ages and percentages shown or write in your own requirements.

Default Age	Age(s) You Choose	Default Amount of Distribution	Percentages You Choose
21	_____	33-1/3%	_____
25	_____	33-1/3%	_____
30	_____	Remainder	Remainder of Share

- OR -

Choice 3. Pay a fixed percentage of each beneficiary's share at fixed time intervals after the death of the grantor or grantors, regardless of the age of the beneficiary at any distribution.

- Make 1st Distribution: Asap after grantor(s) death -- For _____% of each beneficiary's share
 Make 2nd Distribution: _____ Yrs. after grantor(s) death -- For _____% of each beneficiary's share
 Make 3rd Distribution: _____ Yrs. after grantor(s) death -- For remainder of each beneficiary's share

- OR -

Choice 4. For the lifetime of each beneficiary, the trustee is to provide for the support, health and education of each beneficiary, using first the income and second any principal of each beneficiary's share which the trustee deems appropriate and/or necessary, in the sole discretion of the trustee. Upon the death of each beneficiary receiving this lifetime provision, any remaining amount in their share of the trust is to be given to the issue of the beneficiary per stirpes, per capita. (See AET's *Trust Creation Tutorial* topic entitled Definitions for a definition of these legal terms.)

Note: The following variation incurs \$75 extra charges, but you may select different distribution choices for different beneficiaries. If that is the case indicate your choices below:

Use Choice No. _____ for beneficiary(ies) number(s) _____. Then, use Choice No. _____ for beneficiary(ies) number(s) _____.

TRUST AND ESTATE PLANNING ACCESSORY DOCUMENTS

To complete your trust and estate planning, there are up to four other document types, besides the living trust, which you should have:

1. **Pour Over Will.** A special purpose will which is basically limited to providing that any assets which you have at your death, and which have not been placed in your trust, should be transferred to your trust because that is where you have done your heir and inheritance planning.
2. **Durable power of attorney.** A document which gives a party(ies) whom you trust implicitly the power to conduct legal and financial affairs should you become incapacitated or unable to act for other reasons.
3. **Advance Medical Directive (living will).** This document gives a party(ies) whom you trust implicitly the power to make medical decisions for you should you become incapacitated or unable to make medical decisions for yourself. It also includes instructions for desired treatment during end-of-life situations.
4. **Guardianship Appointment For Minor Children.** For couples and individuals who have minor children, this document designates the party(ies) which you want to have guardianship of your children in the event of your death while the children are still minors.

American Estate & Trust, LC (AE-Trust) will create your trust based on Nevada law, you are contracting with AE-Trust in Nevada, and AE-Trust will be a signature party to the trust as either: Trustee, successor trustee, co-trustee or co-successor trustee. Because of those three facts AE-Trust can legally create your trust documents in Nevada and under Nevada law. However, the four documents above must conform to laws of your state of residence, so *AE-Trust cannot legally create or advise you regarding these*. As a result, AE-Trust will provide you with generic templates of these four document types, and you can either complete them yourself, or you can enlist the assistance of any attorney in your state of residence to help you in completing these documents.

The following three boxes provide the necessary information to complete these four documents. If you want to fill these out, AE-Trust will keep the info on file, and that could prove valuable to you in an emergency. You could also complete these and give them to your local attorney to help in creating the documents.

Either way, **the information called for below is strictly optional:**

MINOR CHILDREN GUARDIANSHIP APPOINTMENT

The following individual(s) will act as guardian of any minor children you may have upon your death or incapacitation. The best choice is a married couple. If you are certain you will not have minor children later, then "X" thru this section.

Note: Should your guardian appointment be challenged in court, the court may adhere to your appointment but is not legally required to do so. Also, if your children have a living parent besides yourself, who retains parental rights, whether married to you or not that parent will normally retain legal custody in the event of your death or incapacitation. Likewise, the surviving parent of a married couple will have legal custody. Therefore, this appointment will be valid only when there is no other living parent who possesses parental rights. Also, this guardianship appointment is not effective for disabled individuals who are of legal age. Usually a court ordered conservator process is required in order to have legal custody of an adult.

Co-Guardian _____ Co-Guardian _____

City/State of Co-Guardians _____

Alternate Co-Guardian _____ Alternate Co-Guardian _____

City/State of Alternate Co-Guardians _____

The Following Items, **1-A And 1-B**, Apply Only To Grantor No. 1:

Note: Name only one Personal and one Medical Rep. If an alternate Rep is chosen, name only one Personal and/or one Medical alternate rep. Legal complications often nullify these documents when multiple power holders or alternates are listed. See AE-Trust's *Trust Creation Tutorial* topic entitled Selecting Personal Reps and Power Holders for more information.

If you want your Spouse to act as the first representative, check here [] . Then enter your alternate choice in the Alternate spaces provided. You can only name two individuals, including your spouse; one representative and one alternate representative.

1-A. If named, the following individual will receive your power of attorney and will be empowered to act as executor of your residuary* estate.

One Personal Rep. _____ One Alternate Pers. Rep. _____ (Optional)

Rep City/State _____ Alternate Rep City/State _____

* Residuary estate is any leftover and/or miscellaneous property remaining after your death, or personal effects, that has not been otherwise planned for by trusts or other estate planning devices.

1-B. If named, the following individual will be empowered to make medical decisions for you if you are unable to make them for yourself.

One Medical Rep. _____ One Alternate Med. Rep. _____ (Optional)

Rep City/State _____ Alternate Rep City/State _____

The Following Items, **2-A And 2-B**, Apply Only To Grantor No. 2:

Note: Name only one Personal and one Medical Rep. If an alternate Rep is chosen, name only one Personal and/or one Medical alternate rep. Legal complications often nullify these documents when multiple power holders or alternates are listed. See AE-Trust's *Trust Creation Tutorial* topic entitled Selecting Personal Reps and Power Holders for more information.

If you want your Spouse to act as the first representative, check here []. Then enter your alternate choice in the Alternate spaces provided. You can only name two individuals, including your spouse; one representative and one alternate representative.

2-A. If named, the following individual will receive your power of attorney and will be empowered to act as executor of your residuary* estate.

One Personal Rep. _____	One Alternate Pers. Rep. _____ <small>(Optional)</small>
Rep City/State _____	Alternate Rep City/State _____

* Residuary estate is any leftover and/or miscellaneous property remaining after your death, or personal effects, that has not been otherwise planned for by trusts or other estate planning devices.

2-B. If named, the following individual will be empowered to make medical decisions for you if you are unable to make them for yourself.

One Medical Rep. _____	One Alternate Med. Rep. _____ <small>(Optional)</small>
Rep City/State _____	Alternate Rep City/State _____



NOTE: Briefly and generally speaking, with this application you are entering into a contract with American Estate & Trust, LC (AE-Trust), Las Vegas, NV, a Nevada limited liability company, for the creation of a Nevada based trust and for Nevada based trustee services. The trust document creation will be based on the information supplied in this application form. Additionally, you are entering into a contract with American Estate & Trust, LC (AE-Trust), a licensed Nevada trust company, to act as a trustee or successor trustee for your trust as specified on page one of this Information and Order Agreement. AE-Trust's responsibility and what it will actually deliver to you is limited to your Nevada trust documents, producing them with legal sufficiency, and provision of trustee services for your Nevada trust. To make your trust effective your responsibilities include execution (signing, notary, witnessing), funding (transferring title to your assets or property into the name of the trust), and notifying AE-Trust of all assets which you transferred to the trust. You are agreeing that you understand that AE-Trust is not providing, nor will it be responsible for, your financial, insurance, retirement, investment or tax planning. See below for the specific Terms and Provisions of this contract.

TERMS AND CONDITIONS

This Premier I Trust Information and Order Agreement (this "Agreement") is made as of the (latest) day and year set forth next to the signature of the Applicant(s) below. This Agreement incorporates all pages of this application, whether submitted to AE-Trust simultaneously, successively or in any sequence or order, and whether submitted by fax, email, postal carrier or private courier.

1. Definitions. When used in this Agreement, the following capitalized terms shall have the meanings as set forth below. Additionally, all terms used in this Agreement that are not accordingly defined shall have the meanings as set forth elsewhere in this Agreement.

1.1 "Applicant(s)" means the person(s) and/or entity(ies), and each of them, making and executing this Agreement.

1.2 "Associated Parties" means and includes (jointly and severally), with respect of a person or entity, its principals, owners, members, shareholders, partners, directors, officers, managers, employees, agents, associates, representatives, advisors, consultants, attorneys, accountants, contractors and subcontractors, and each of them.

1.3 "AE-Trust" means American Estate & Trust, LC, a licensed Nevada trust company, and its controlled and controlling, direct and indirect, affiliates, parents, subsidiaries, divisions, departments, and all "Associated Parties" acting through, under, or in concert with any of the foregoing, and each of their former, present, and future Associated Parties, in each case in their personal, corporate, authorized, representative or other capacities, and the predecessors, successors, assigns, personal representatives and heirs of any of the foregoing. "AE-Trust" does not mean, and is exclusive of "Planner" (as defined below) to the extent that Planner provides products or services to Applicant(s) which are outside the scope of this Agreement.

1.4 "Planner" means the financial and estate planning representative named on page one of this Information and Order Agreement and its controlled and controlling, direct and indirect, affiliates, parents, subsidiaries, divisions, departments, and all "Associated Parties" acting through, under, or in concert with any of the foregoing, and each of their former, present, and future Associated Parties, in each case in their personal, corporate, authorized, representative or other capacities, and the predecessors, successors, assigns, personal representatives and heirs of any of the foregoing. "Planner" does not mean, and is exclusive of, "AE-Trust" (as defined above) to the extent that Planner provides products or services to Applicant(s) which are outside the scope of this Agreement.

1.5 "Trust" means the contemplated trust or trusts ordered under this Agreement.

2. Third-Party Professional Services. The Applicant(s) acknowledges and agrees that AE-Trust is not responsible for any legal, accounting, financial, tax, investment, retirement, insurance, actuarial or any other such professional services, products, planning and/or advice rendered to Applicant(s) by any persons other than AE-Trust. AE-Trust's professional services to the Applicant(s) do not include the provision of any of the services, planning or products of the previous sentence, and AE-Trust bears no responsibility for the Applicant's(s') needs or usage of such services, planning or products (except in the possible case of AE-Trust, in its capacity as trustee of the Trust, in the handling of financial planning or investment advice for the Trust as optionally provided for in the Trust agreement). AE-Trust bears no responsibility for the Applicant's(s') or the Trust's income or capital gains tax planning or advisory needs, except in the case where AE-Trust separately may agree to prepare tax returns for either the Trust or Applicant(s). Although AE-Trust publications and materials discuss some of these topics, such is provided for general informational, illustrative and educational purposes only. If professional assistance is required beyond that which AE-Trust provides, the Applicant(s) is advised to seek the services of a competent professional.

3. NO ENDORSEMENT OF OTHER SERVICES OR PLANNING. Except as may be expressly provided for elsewhere in writing by American Estate & Trust, LC, the applicant(s) further acknowledges, agrees and understands: i) AE-Trust does not sell, endorse, or recommend and has not sold, endorsed or recommended any insurance, annuities, securities, mutual funds or any other investment or financial planning products or services; and ii) AE-Trust does not endorse, recommend, or approve any insurance companies, broker-dealers or any other financial institution. AE-Trust does not endorse, recommend, control or regulate any planners (including the "planner"), attorneys, CPAs or other providers of professional/financial products or services. Such persons must act and do act independently, exercising their own professional judgment.

4. Accuracy and Completeness. The Applicant(s) is responsible for the accuracy, completeness and genuineness of all data and information provided in this application. The Applicant(s) hereby authorizes AE-Trust to conclusively rely on all such data and information, and AE-Trust shall be under no duty or obligation to authenticate the source, or verify the accuracy, completeness or genuineness of any such data or information. Other than the data and information provided in this Agreement, the Applicant(s) considers no other data or information relevant or significant in the attached Trust application or in this Agreement. The Applicant(s) hereby acknowledges and understands that if there are any errors or omissions in the data or information provided to AE-Trust, inaccurate, incomplete, and unreliable outcomes will result.

5. Unknown Matters. The Applicant(s) expressly acknowledges and agrees that all of the facts and circumstances relating to the Trust ordered herein may not be known or proper significance ascribed thereto by Applicant(s), but notwithstanding, the Applicant(s) desires to enter into this Agreement and further expressly agrees to protect, indemnify, defend and hold harmless AE-Trust, as provided herein, with full knowledge that there may be such unknown matters that might have materially affected the decision to enter into the attached Trust order or this Agreement.

6. Developing Law. The Applicant(s) expressly acknowledges and agrees that federal, state and local laws and regulations with respect to the Trust may be modified or amended from time to time and thereby affect the Trust and this Agreement, and that AE-Trust will not be held liable or responsible for any effects of such modifications or amendments.

7. Medicaid Disclaimer. The Applicant(s) understands that neither the Planner nor AE-Trust recommends, advises on, describes or offers planning, education or document creation for the purposes of Medicaid planning. Accordingly, the Applicant(s) agrees and understands that the Trust ordered with the attached application carries no indication, offer or promise whatsoever that it will preserve or help preserve the Applicant's(s') estate(s) from Medicaid spend-down rules or Medicaid claims in the event the Applicant(s) applies for Medicaid benefits. The Applicant(s) acknowledges and understands that the Trust ordered here may in fact complicate the Medicaid application process. If the Applicant(s) is to use this Trust for any Medicaid planning purpose, it agrees and understands that it is undertaking that planning strictly on its own, with no help or promise whatsoever from the Planner or AE-Trust.

8. Independence of Planner. The Applicant(s) acknowledges and agrees that the Planner is independent of AE-Trust and is not empowered or authorized to obligate or bind AE-Trust in that independent capacity. Additionally, nothing in this Agreement shall be construed to render the Planner an employee, partner, agent of, or joint venturer with, AE-Trust. AE-Trust shall not be responsible or liable under any circumstances for any representations or statements made by the Planner, unless expressly promoted, offered or held out to the public at large in the normal course of business by AE-Trust.

9. Fraudulent Transfer. The Applicant(s) states and declares that the trust(s) which is being considering under this document will not be used to hinder, delay or defraud any existing creditors or governmental agencies that have a legal claim or interest in the Applicant's(s') assets, or to hinder, delay or defraud creditors or governmental agencies that the Applicant(s) could reasonably expect to have a claim against its estate in the future. The Applicant(s) further states and declares that he/she/they intend to repay all existing creditors and otherwise retains the means to discharge all his/her/their debts as they come due.

10. Funding. The Applicant(s) understands that the Trust being ordered with this application will not be effective unless the Applicant(s) transfers his/her/their property and assets into the Trust. The Applicant(s) understands that the responsibility for such transfers to the Trust is solely that of the Applicant(s), with informational assistance from the Planner or AE-Trust. The Applicant(s) understands that Applicant(s) must provide detailed information to AE-Trust regarding any asset or property which Applicant(s) transfers to the Trust, in order for AE-Trust as trustee or successor trustee to be able to provide the services which Applicant(s) requires and is contracting for herein. The Applicant(s) understands that AE-Trust has not been engaged and is not responsible for such transfers or providing assistance for such transfers, and the Applicant(s) hereby expressly holds the Planner and AE-Trust harmless from any claims, costs or losses which may occur should the Applicant(s) fail in its responsibility to effectuate such transfers of Applicant's(s') property.

11. Legal Residence of Trust. The Applicant(s) understands that the legal residence or domicile of the Trust ordered herein will be at the offices of American Estate & Trust, LC in Las Vegas, Nevada, and that the Trust will, at least initially, be subject to the laws of the state of Nevada. The Nevada domicile will have little or no effect on the trust(s) or its assets during routine operations of the trust(s). But, Nevada laws will control most, if not all, disputes regarding final disposition of assets to the trust's(s') remainder or secondary beneficiaries, or regarding any creditor claims which may exist or be asserted against the trust(s). Applicant(s) will retain the right and powers in the trust(s) to change the trust's(s') legal residence or domicile at any time, and/or to terminate AE-Trust as trustee or successor trustee.

12. Tax Issues. The Applicant(s) understands that the Trust should not change Applicant(s) federal or state income, capital gains, gift or estate tax status in any way, except to help preserve the estate tax credit of the first spouse to die (in the event that the trust grantor herein is a married couple). This Trust is identified as a "grantor trust" under applicable Internal Revenue Code. The Applicant(s) understands that there are no guarantees that either the Applicant(s) or the Trust will not be audited by tax authorities, or no guarantees that the Applicant(s) or the Trust will not lose a tax audit.

13. Indemnity and Hold Harmless. The Applicant(s) expressly agrees to protect, indemnify, defend, and hold harmless AE-Trust from and against any and all claims, costs, losses and damages or any other obligations (including without limitation, reasonable attorneys' fees, court costs, and other litigation and dispute resolution costs), of every kind and nature whatsoever, sustained or incurred by the Applicant or by AE-Trust in any way, arising from, due to or as a result of the use or misuse of the Trust or from this Agreement, or any act or omission to act by any party other than AE-Trust, whether in whole or in part, and in any way whatsoever.

14. Dispute Resolution. If any dispute, claim or controversy arises concerning the Trust or the terms of this Agreement or the rights, obligations or duties created thereby or hereby, the Applicant(s) agrees that such dispute, claim or controversy shall first be negotiated in good faith to come to a resolution. If no resolution is reached within thirty (30) days, the Applicant(s) agrees to then try in good faith to settle the dispute, claim or controversy by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation or some other dispute resolution procedure. If not settled by non-binding mediation, then the Applicant(s) agrees that such dispute, claim or controversy shall be resolved by final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction consistent with this Agreement. In any action or arbitration to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs (but the costs of mediation shall be borne as provided under the applicable Commercial Mediation Procedures).

15. General Provisions. This Agreement shall inure to the benefit of, and be binding upon, the Applicant(s) and its respective successors and assigns. This Agreement may not be amended or modified except by an instrument in writing signed by the Applicant(s) and an authorized officer of American Estate & Trust. This Agreement shall be interpreted and construed in accordance with its plain language and no presumption or burden of proof shall be implied or employed against any person, including American Estate & Trust, LC as the drafter hereof. This Agreement shall be governed and construed in accordance with the laws of the State of Nevada, without giving effect to such state's choice of law rules. Jurisdiction and venue for any dispute, claim or controversy arising from, due to, or as a result of the Trust ordered herein or this Agreement, in whole or in part, shall be solely in Clark County, Nevada. This Agreement constitutes the entire understanding and agreement by the Applicant(s) and supersedes all prior agreements,

FEES AND CHARGES FOR PREMIER I LIVING TRUST

The following order and pricing list is attached to and made a part of a Trust Information and Order Agreement, completed by the undersigned, to AE-Trust, and which is dated _____, 20_____.

Select the Services You Require Below, Total the Prices:

- Premier I Living Trust⁽¹⁾ _____
- QTIP or "C" Trust Provision⁽²⁾ _____
- Generation Skip Provision⁽³⁾ _____
- Multi Beneficiary Distribution Choices⁽⁴⁾ _____
- \$125, 72 Hour Rush Service⁽⁵⁾ _____
- _____ First Year's Trustee Fee ⁽⁶⁾ _____
- Total _____

Footnotes:

⁽¹⁾ This is the complete, AE-Trust Premier I Living Trust document package, fully customized to meet your needs and situation for a Nevada based trust. For married couples, the trust will have an A-B or bypass trust provision. This provision is needed to preserve the estate tax exemption of the first spouse to die. Included in the package are the important auxiliary documents: Do-It-Yourself pour over will, durable power of attorney, medical power of attorney, advance medical directive (living will) and a guardianship appointment for minor children where applicable. A comprehensive *Estate Planning Organizer* is supplied. This 38 page planner gives you a means of identifying every conceivable asset and detail of your estate, plus your financial, legal and family affairs. Not only does the *Organizer* thoroughly organize you, it affords a complete roadmap for your heirs as well. Also provided is the *Premier I Set Up and Operating Guide*, an "owner's manual" which teaches you about the important features of your trust and gives detailed information on how to transfer your assets into the trust. Everything is furnished in a deluxe, leather like binder with a tab divider, brass corners and "D" rings.

⁽²⁾ If there is a reasonable or significant possibility that the grantors (or either grantor) could die with an estate value which exceeds the death tax exemptions which are currently available, then a QTIP or C trust provision should be added to the order list above. Generally speaking, this means that if either spouse's share of the estate (or the total share for an unmarried person) is expected to be worth \$1 million or more by the year 2010, then the QTIP provision should be included. You may consult with an AE-Trust Planner for information on this issue.

⁽³⁾ If you leave a trust share to grandchildren whose parent(s) are still living, and if that share for all grandchildren combined has a reasonable chance of exceeding \$1 million, the trust will need a "Generation Skipping Tax" provision.

⁽⁴⁾ If you used more than one final distribution plan for your heirs, so that one or more heirs received one specific distribution plan, while at least one other received a different plan, then this fee applies. You were given this choice to make on Page 5 of this application, in the "Distributions of the Trust to Beneficiaries" section, the last item of that section.

⁽⁵⁾ The normal throughput time for a living trust is 10 to 14 calendar days, with shipment to you taking another 3 to 7 calendar days. For the rush service, AE-Trust will complete the trust in 3 business days and ship it to you via overnight FedEx, with express charges paid by AE-Trust.

⁽⁶⁾ In most cases this fee is not applicable, due to the grantor(s) acting as trustee. In the case where AE-Trust acts as the trustee from the outset, the AE-Trust base annual trustee fee is \$295. The first year's fees must be included in the above fee total and paid in advance with this trust order before work on the order can proceed. Base annual fees will recur each year and be billed to and collected from either the trust or the trust grantors, as applicable in each given case.

Note that the trustee fee quoted above is a base or minimum fee only. AE-Trust will charge additional fees if it is called upon by the Grantors to assist with trust funding, execution or extraordinary consulting. There will be additional charges for certain future and/or on-going trust transactions as those transactions occur. For a complete schedule of AE-Trust trustee fees, go to www.TrusteeAmerica.com and click on "Rates & Fees".

FAX OR MAIL ALL APPLICABLE PAGES TO:

American Estate & Trust, LC
7251 W. Lake Mead Blvd., Ste. 300
Las Vegas, NV 89128
Fax (702) 562-7122
Toll Free (866) 654-6111

SUPPLEMENTAL TRUST APPLICATION

The following special planning provisions are attached to the AE-Trust Trust Information and Order Agreement dated _____, for the trust name _____.

Cash Gifts to Special Beneficiaries: (There is no extra charge for using this cash gift provision.) List any cash gifts which you wish to leave to special beneficiaries, other than the general share left to your heirs on the main application. See AE-Trust's *Trust Creation Tutorial* topic entitled Cash Gifts to Special Beneficiaries for more information. Please give as much identifying info as possible, it may be many years before the gift is made. Make extra copies of this page if necessary.

NOTE: These amounts will be given to these special beneficiaries free of estate or other taxes and free of other expenses of the trust or the grantor(s). Therefore expenses and taxes, plus these cash gifts, will reduce the shares left to the heirs listed as beneficiaries on the main application.

1. _____ \$ _____
(Name) (Gift Amount)

Branch/Dept. _____
(For Organizations Must Have if Applicable)

Relationship _____
(Must Have for Individuals)

Address _____
(Must Have For Organizations)

City/St/Zip _____
(Must Have In All Cases)

Soc. Sec. or Tax ID No. _____
(Very Important, If Available)

Other _____
(Other Useful Identification)

3. _____ \$ _____
(Name) (Gift Amount)

Branch/Dept. _____
(For Organizations Must Have if Applicable)

Relationship _____
(Must Have for Individuals)

Address _____
(Must Have For Organizations)

City/St/Zip _____
(Must Have In All Cases)

Soc. Sec. or Tax ID No. _____
(Very Important, If Available)

Other _____
(Other Useful Identification)

2. _____ \$ _____
(Name) (Gift Amount)

Branch/Dept. _____
(For Organizations Must Have if Applicable)

Relationship _____
(Must Have for Individuals)

Address _____
(Must Have For Organizations)

City/St/Zip _____
(Must Have In All Cases)

Soc. Sec. or Tax ID No. _____
(Very Important, If Available)

Other _____
(Other Useful Identification)

4. _____ \$ _____
(Name) (Gift Amount)

Branch/Dept. _____
(For Organizations Must Have if Applicable)

Relationship _____
(Must Have for Individuals)

Address _____
(Must Have For Organizations)

City/St/Zip _____
(Must Have In All Cases)

Soc. Sec. or Tax ID No. _____
(Very Important, If Available)

Other _____
(Other Useful Identification)

Special Needs Beneficiaries (Unable to Provide for Their Own Care): (There is no extra charge for this provision.) If you have beneficiaries/heirs who are handicapped, or have either substance abuse problems or poor spending habits, read the following topics in AE-Trust's *Trust Creation Tutorial*, and make a selection below if it is applicable:

- Heirs with Poor Spending Habits or Substance Abuse Problems. I/We have an heir(s) who has the problem(s) referred to in this topic of AE-Trust's "Trust Creation Tutorial". The heir(s)/beneficiary(ies) is (are): _____

Pick One Only of the Following Choices:

I/We want to have the trust share of this heir(s) held in trust for life, with income and/or principal as needed paid for life to this heir(s) for general support, health and education, as determined to be reasonable in the sole discretion of the trustee.

I/We want to have the trust share of this heir(s) held in trust for life, with a fixed monthly sum paid from his/her share. The monthly amount paid to this heir(s) is to be \$ _____. This payment Shall -- or -- Shall Not....be adjusted annually for inflation.
* * * * *

- Care for Handicapped Beneficiaries. I/We have an heir(s) who has the problem(s) referred to in this topic of AE-Trust's "Trust Creation Tutorial". The heir(s)/beneficiary(ies) is (are): _____

Pick One Only of the Following Choices:

I/We want to have the trust share of this heir(s) held in trust for life, with the share being used as a supplemental allowance or care for this heir(s), in such a manner that his/her Medicaid or other welfare benefits will not be adversely affected.

I/We want to have the trust share of this heir(s) held in trust for life, with income and/or principal as needed paid for life to this heir(s) for general support, health and education, as determined reasonable in the sole discretion of the trustee.

I/We want to have the trust share of this heir(s) held in trust for life, with a fixed monthly sum paid from his/her share. The monthly amount paid to this heir(s) is to be \$ _____. This payment Shall -- or -- Shall Not....be adjusted annually for inflation.



[] The trustee choice(s) on page one of the main trust application are to serve the special needs beneficiary(ies) listed at 1 and/or 2 above.
-- or --

The trustee choice for the above special needs beneficiary(ies) is:

(Name) (City/State)

(There is no extra charge for this provision.) If there are any heirs which you specifically wish to *omit* from an inheritance, list them below. Be certain to consider children from a previous marriage. If you have direct heirs (issue) that will receive your estate, generally it is not necessary to specifically omit more distant heirs, such as siblings, nephews and nieces. For more information, see the AE-Trust *Trust Creation Tutorial* topic entitled Disinheriting Certain Heirs.

1. Name _____	Relation to Grantor(s) _____
City/St/Zip _____	Soc. Sec. No. _____ <small>(Very Important, If Available)</small>
2. Name _____	Relation to Grantor(s) _____
City/St/Zip _____	Soc. Sec. No. _____ <small>(Very Important, If Available)</small>

Other Special Planning Need: (There may be extra charges for these provisions. If so, AE-Trust will contact you. If you wish to have included in your trust(s) a plan described in AE-Trust 's *Trust Creation Tutorial*, you may simply list the relevant topic here:

Topic Title _____ . If applicable, list the Sub-Paragraph number _____, and, if applicable, the sub-sub-Paragraph number _____. Add any special comments below:

I/We wish to have the above special estate planning arrangements of this "Supplemental Trust Application" included in the trust(s) which I/we am/are ordering:

Signature Date Signature Date

