How to Use This Certificate of Trust

Remove this instruction page before you sign.

1. **Fill in every item in [BRACKETS]** with the exact information from the trust agreement. Use full legal names, and spell the trust's name exactly as it appears on the first page of the trust. Then delete the brackets.
2. **Delete the optional lines that do not apply** – for example, the amendment date if the trust was never amended, or the co-trustee lines if you are serving alone.
3. Section VI (Powers of Trustee) repeats the trustee powers in Mazenko Law Firm's standard trust agreement. **Compare it to the trust you are administering.** If anything is different, have your attorney revise the form before you sign it.
4. **Do not sign yet.** Sign in front of a notary. The notary will complete the bottom portion. Bring a photo ID.
5. **Attach a certified copy of the death certificate** whenever you give this Certificate to a bank, brokerage firm, title company or other institution.
6. Keep the signed original in a safe place. **A copy is just as valid as the original,** so you can make copies for each bank or company that asks for one.
7. Many institutions will also ask for your signed **Acceptance of Trusteeship** (a separate form). Sign that first, or at the same notary appointment.
8. Some institutions have their own forms. If a bank or company asks you to fill out its form instead, that is normal – you can still use this Certificate for everyone else.

Questions? If you have any legal questions about this form, or need legal advice about how to complete, sign, or use it, please contact an attorney of your choice.

IMPORTANT NOTICE – PLEASE READ

This form, the related successor trustee forms, and the guide "Understanding Your Role as Successor Trustee" (together, the "Materials") are provided by Mazenko Law Firm only as a courtesy and for general informational purposes. You may use them if you choose to. They are not legal advice and are not a substitute for advice from your own attorney about your situation.

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CERTIFICATE OF TRUST

for the

[FULL NAME OF TRUST]

(Successor Trustee)

The undersigned, being the currently acting successor trustee of the trust described below, certifies the following pursuant to Section 736.1017, Florida Statutes:

I. Trust Name. The following trust (referred to herein as the "Trust") is the subject of this Certificate of Trust: **[FULL NAME OF TRUST]**

II. Date Trust Instrument Was Executed. The Trust was created under a trust agreement which is dated **[DATE TRUST WAS SIGNED] [, as amended on [DATE(S) OF ANY AMENDMENTS – delete if none]**] (referred to herein, together with any amendments, as the "Trust Agreement"). The Trust currently exists.

III. Settlor. The settlor (referred to herein as the "Settlor") of the Trust is:

> **[FULL NAME OF PERSON WHO CREATED THE TRUST]**

IV. Death of Settlor. The Settlor died on **[DATE OF DEATH]**. Upon the Settlor's death, the Settlor ceased to serve as trustee of the Trust. A certified copy of the Settlor's death certificate is attached to this Certificate of Trust.

V. Trustee. Pursuant to the terms of the Trust Agreement, the Trust is currently being managed by the following successor trustee (referred to herein as the "Trustee"), who has accepted the trusteeship:

> **[FULL NAME OF SUCCESSOR TRUSTEE]**, **[STREET ADDRESS, CITY, STATE, ZIP CODE]**
>
> **[If a co-trustee is also serving, add: FULL NAME OF CO-TRUSTEE, STREET ADDRESS, CITY, STATE, ZIP CODE – otherwise delete this line]**

[If anyone named ahead of the Trustee as successor trustee did not take over, add: Each person named in the Trust Agreement to serve as successor trustee before the Trustee has died, resigned, or is otherwise unable or unwilling to serve. – otherwise delete this paragraph]

VI. Powers of Trustee. The Trust provides that the Trustee shall have all the powers and authorities conferred upon trustees by statute or common law in any jurisdiction in which the Trustee may act, including all powers and authorities conferred by the Florida Trust Code, and by any future amendments thereto, except for any instance in which such powers and authorities may conflict with the express provisions of the Trust Agreement, in which case the express provisions of the Trust Agreement shall control. In addition to such powers, the Trustee is specifically authorized:

> (1) To retain, without liability for any depreciation or loss occasioned by such retention, any property transferred to the Trustee by the Settlor or any other person when the

Trustee determines that, because of the circumstances involved, a trust created hereunder would be better served by not diversifying the investment in such property;

(2) To exchange, sell or lease (including leases for terms exceeding the duration of all trusts created by the Trust Agreement) for cash, property or credit, or to partition, from time to time, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such character and with such covenants as the Trustee may deem proper, all or any part of the assets of each trust, specifically including the power to sell and convey real property and the power to execute deeds with regard to any such sale or conveyance, and no vendee or lessee of the Trustee shall be required to look to the application made by the Trustee of any funds paid to the Trustee;

(3) To borrow money from any source (including any Trustee) and to mortgage, pledge or in any other manner encumber all or any part of the assets of any trust as may be advisable in the judgment of the Trustee for the advantageous administration of the trusts;

(4) To invest and reinvest each of the trust estates in any kind of property whatsoever, real or personal (including oil, gas and other mineral leases, royalties, overriding royalties and other interests), whether or not productive of income, and such investments and reinvestments may be made without regard to the proportion that such property or property of a similar character held may bear to the entire trust estate if the Trustee determines that, because of the circumstances involved, such trust would be better served by not diversifying such investment or reinvestments; provided, however, the standard for assessing the investment performance of a Trustee who is an individual shall be the prudent investor rule in Section 518.11 of the Florida Statutes, and such rule shall be applied to the investment performance of the entire portfolio, taking into account the purposes, terms and provisions stated herein, and not the investment performance of any single investment considered apart from the rest of the portfolio; provided, further, the Settlor may direct the Trustee as to the investments to be made by the Trustee, and the Trustee shall not be liable to any person for any losses resulting from following the written direction of the Settlor in investing the trust assets;

(5) To employ attorneys, accountants, investment managers, specialists and such other agents as the Trustee shall deem necessary or desirable; to have the authority to nominate an investment manager or managers to manage all or any part of the assets of any trust, and to delegate to said manager investment discretion, and such nomination shall include the power to acquire and dispose of such assets; and to charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against such trust;

(6) To register and carry any securities or other property in the name of the Trustee or in the name of the nominee of any corporate Trustee (or to hold any such property unregistered) without increasing or decreasing the fiduciary liability of the Trustee; to exercise any option, right or privilege to purchase or to convert bonds, notes, stocks (including shares or fractional shares of stock of any corporate Trustee), securities or other property, and to borrow money for the purpose of exercising any such option, right or privilege; to vote any stock which may be held in the trusts; and if two or more Trustees are serving hereunder and no such Trustee is a corporate Trustee, to open any

type of account in such a manner that all activities associated with such account may be handled by one of the Co-Trustees acting alone;

(7) To enter into any transaction on behalf of any trust (including loans to beneficiaries for adequate security and adequate interest) despite the fact that another party to any such transaction may be (i) a trust of which any Trustee under the Trust Agreement is also a trustee; (ii) an estate of which any Trustee under the Trust Agreement is also an executor, personal representative, or administrator; (iii) a business or trust controlled by any Trustee under the Trust Agreement or of which any such Trustee, or any director, officer or employee of any such corporate Trustee, is also a director, officer or employee; or (iv) the Settlor, the Settlor's spouse, any other beneficiary, or any Trustee under the Trust Agreement acting individually;

(8) To make, in the Trustee's discretion, any distribution required or permitted to be made to any beneficiary under any trust established by the Trust Agreement, in any of the following ways when such beneficiary is a minor or is incapacitated: (i) to such beneficiary directly; (ii) to the guardian or conservator of such beneficiary's person or property; (iii) by applying the required or permitted distribution for the benefit of such beneficiary, including the contribution of funds to a qualified tuition program authorized by Section 529 of the Code; (iv) to a person or financial institution serving as custodian for such beneficiary under a uniform transfers to minors act of any state, such custodianship to terminate at the oldest age permitted under such state's laws; (v) by reimbursing or advancing funds to the person who is actually taking care of such beneficiary (even though such person is not the legal guardian or conservator) for expenditures made or to be made by such person for the benefit of such beneficiary; and (vi) by managing such distribution as a separate fund on the beneficiary's behalf, subject to the beneficiary's continuing right to withdraw the distribution; and the written receipts of the persons receiving such distributions shall be full and complete acquittances to the Trustee;

(9) To access, manage, modify, control, use, continue, cancel, deactivate, delete, transfer, or archive the Settlor's Digital Accounts and Digital Assets, and to access, control, use, deactivate, or dispose of the Settlor's Digital Devices. "Digital Accounts" are electronic systems for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset which is stored on any type of Digital Device, regardless of the ownership of the Digital Device upon which the Digital Asset is stored, including but not limited to, email accounts, social network accounts, social media accounts, file sharing accounts, health insurance accounts, health-care accounts, financial accounts, credit card accounts, travel-related accounts, domain registration accounts, domain name service accounts, web hosting accounts, tax preparation service accounts, online store accounts and affiliate programs thereto, including accounts with publishers, internet service providers, retail vendors, utility companies and other online accounts which currently exist or may exist as technology develops or such comparable items as technology develops. "Digital Assets" mean data, files, text messages, emails, documents, audio, video, images, sounds, social media content, social networking content, apps, codes, health care records, health insurance records, credit card points, travel-related miles and points, computer source

codes, computer programs, software, software licenses, databases, or the like, including access credential such as usernames, passwords and answers to secret questions, which are created, generated, sent, communicated, shared, received, or stored by electronic means on a Digital Device. "Digital Devices" are electronic devices that can create, generate, send, share, communicate, receive, store, display, or process information, and such electronic devices shall include, but are not limited to, servers, desktops, laptops, tablets, peripherals, mobile telephones, smartphones, personal digital assistants, electronic books, electronic watches, electronic body and activity monitoring equipment, audio and video recorders, flash drives, hard drives, digital memory cards, and any similar storage device which currently exists or may exist as technology develops or such comparable items as technology develops;

(10) To purchase any of the property (including speculative investments) in the testamentary estate of either the Settlor or the Settlor's spouse at its fair market value and to retain any property so acquired without liability for depreciation or loss occasioned by such purchase and retention;

(11) To lend money to the testamentary estate of either the Settlor or the Settlor's spouse upon adequate security and for adequate interest;

(12) To invest the trust assets in any life insurance policy or policies (including term insurance) on the life of one or more of the beneficiaries of the trusts, or on the life of any person or persons in whom one or more of the beneficiaries of the trusts have an insurable interest;

(13) To store personal property given to a person who is a minor or who is incapacitated for later distribution to such person, or to sell such property and add the proceeds of sale to a trust of which such person is a beneficiary;

(14) To make divisions, partitions, or distributions in money or in kind, or partly in each, whenever required or permitted to divide, partition, or distribute all or any part of any trust; and, in making any such divisions, partitions, or distributions, the judgment of the Trustee in the selection and valuation of the assets to be so divided, partitioned, or distributed shall be binding and conclusive, and the Trustee shall not be liable for any differing tax consequences to the beneficiaries of the trusts created hereunder; and, further, the Trustee shall be authorized to make distributions from the trusts created by the Trust Agreement in divided or undivided interests and on a pro rata or non-pro rata basis and to adjust distributions for resulting differences in valuation, and in the case of non-pro rata distributions of principal from a trust, no such distributions shall be charged against the share or shares of such trust ultimately allocated to any beneficiary or trust upon termination thereof;

(15) To release, in the discretion of the Trustee, any fiduciary power at any time, in whole or in part, temporarily or permanently, whenever the Trustee may deem it advisable, by an instrument in writing executed and acknowledged by the Trustee;

(16) To invest and reinvest all or part of the assets of any trust in any common trust fund of any corporate Trustee;

(17) To continue any business (whether a proprietorship, corporation, partnership, limited partnership, limited liability company or other entity) which may be transferred to any trust for such time as the Trustee may deem it to be in the best interest of the trusts; to employ in the conduct of any such business such capital out of any trust as the Trustee may deem proper; to borrow money for use in any such business alone or with other persons financially interested in such business, and to secure such loan or loans by a mortgage, pledge or any other manner of encumbrance of, not only the trusts' interest in such business, but also such portion of the trusts outside of such business as the Trustee may deem proper; to organize or acquire, either alone or jointly with others, proprietorships, corporations, partnerships, limited partnerships, limited liability companies or other business entities; and generally to exercise with respect to the continuance, management, sale or liquidation of any business which may be transferred to each of the trust estates, or of any new business or business interest, all the powers which may be necessary for its successful operation;

(18) To execute lease, pooling or unitization agreements (including agreements of such nature extending beyond the terms of the trusts) with respect to any mineral or royalty interest held or acquired by the trusts; to drill or contract for the drilling of wells for oil, gas or other minerals; to make dry hole or bottom hole contributions; to enter into any operating agreements with reference to any mineral leases or properties held or acquired by the trusts; and generally, with reference to oil, gas and other mineral properties and operations, to enter into such agreements and to do all such other things (whether or not presently recognized as common or proper practice by those engaged in the business of prospecting for, developing, producing, processing, transporting or marketing oil, gas or other minerals) as the Trustee may deem to be advantageous;

(19) To transfer such sums of the property of the Settlor to an individual serving as agent or attorney-in-fact under a valid power of attorney signed by the Settlor (or to several individuals serving jointly as agents or attorneys-in-fact under a valid power of attorney signed by the Settlor) as such agent or agents may request in order to make gifts, which are specifically authorized by such power of attorney, on behalf of the Settlor, or alternatively, to transfer such sums of the property of the Settlor directly to one or more persons or charities as directed by the Settlor's agent or attorney-in-fact under a valid power of attorney as long as such transfers are specifically authorized by such power of attorney;

(20) To select and employ, at the discretion of the Trustee but at the expense of the trusts, any person, firm or corporation, engaged in rendering investment advisory services or investment management services, to furnish professional assistance or management in connection with making investments, managing securities, or making any other decisions with respect to the purchase, retention, sale or other disposition of property or securities belonging to the trusts; and

(21) To employ a bank or trust company located anywhere within the United States, at the discretion of the Trustee but at the expense of the trusts, as custodian or agent; to have stock and securities registered in the name of such agent or custodian or a nominee thereof without designation of fiduciary capacity; and to nominate such bank or trust company to perform such other ministerial functions as the Trustee may direct. While

such stock or securities are in the custody of any such bank or trust company, the Trustee shall be under no obligation to inspect or verify such stock or securities nor shall the Trustee be responsible for any loss by such bank or trust company.

VII. No Trust Protectors or Trust Directors. The Trust contains no powers of direction.

VIII. Revocability. During the Settlor's lifetime, the Settlor could alter, amend, revoke or terminate the Trust. Upon the Settlor's death, the Trust became irrevocable, and no person holds a power to revoke the Trust.

IX. Authority of Co-trustees. When multiple trustees are serving as co-trustees of the Trust, the decision of a majority of the co-trustees shall control in order to exercise powers of the trustee. Any writing signed or otherwise authenticated by the persons whose decision shall control shall be valid and effective for all purposes as if signed or otherwise authenticated by all such trustees.

X. Manner of Taking Title to Trust Property. The full legal name of the Trust for purposes of transferring assets into the Trust, holding title of assets, and conducting business for and on behalf of the Trust, is:

> "**[FULL NAME OF SUCCESSOR TRUSTEE(S)]**, as Successor Trustee of the **[FULL NAME OF TRUST]** dated **[DATE TRUST WAS SIGNED]**"

XI. No Revocation, Modification or Amendment. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this Certificate of Trust to be incorrect. In addition, there have been no amendments limiting the powers of the Trustee over the property of the Trust.

XII. Validity of Copies of This Certificate of Trust. A copy of this Certificate of Trust shall be just as valid as the original.

IN WITNESS WHEREOF, the Trustee has signed this Certificate of Trust, and declares under oath that the facts stated in it are true, as of the date of the notary's acknowledgment below.

_____

[FULL NAME OF SUCCESSOR TRUSTEE], Successor Trustee

_____

[FULL NAME OF CO-TRUSTEE], Successor Co-Trustee
(Delete this signature line if there is no co-trustee)

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by **[FULL NAME OF SUCCESSOR TRUSTEE] [and FULL NAME OF CO-TRUSTEE]**, as Successor Trustee of the **[FULL NAME OF TRUST]**, who ☐ is personally known to me or ☐ produced _____ as identification.

_____
Notary Public

Print name: _____

My commission expires: _____

(Notary Seal)

This instrument prepared by and return to:

Name: _____

Address: _____

_____