
The NuLawyerSM Estate Plan

Underwritten by: The Legal Maintenance Organization of America, Inc.
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PART I ~ INTRODUCTION

The Plan is underwritten by The Legal Maintenance Organization of America, Inc., a Florida Corporation, which shall be referred to as NuLawyer (“NuLawyer”). This NuLawyer Plan has been established to make available specific Trust and Estate Planning legal services at a reasonable cost to all MEMBER(S). The legal expense coverage afforded in this Plan shall be made available exclusively to the named MEMBER(S) below.

PART II ~ DEFINITIONS

- 1) Plan - the NuLawyer “LMO-TRUST 100” Plan.
- 2) Member(s) - the natural person(s) named below executing this Plan.
- 3) Effective Date - the day coverage starts.
- 4) Exempt Estate – an estate that is not required to file a federal estate tax return.
- 5) Taxable Estate – an estate which is subject to the filing of a federal estate tax return.
- 6) Premium - the one time amount paid for coverage.
- 7) Designated Attorney(s) – the NuLawyer attorney(s) selected to provide legal services to the Member(s).
- 8) Delivery Agent(s) – a third party independent contractor responsible for delivering the legal documents outlined in Part VI ~ OUTLINE OF LEGAL COVERAGE.
- 9) Membership Year - shall be defined as the period of time beginning on the Effective Date of the Plan, extending for a period of one year thereafter.

PART III ~ OPERATION AND ADMINISTRATION OF PLAN

The Plan is sponsored and administered by NuLawyer, who shall provide legal services for MEMBER(S) through attorney(s) under contract with NuLawyer. Under the Plan, NuLawyer enters into contractual agreements with attorney(s) entitled Provider Agreements affording legal services to MEMBER(S). Those attorney(s) who have entered into Provider Agreements with NuLawyer are known as Designated Attorney(s). **MEMBER(S) is eligible to receive Plan coverage without the payment of any attorney(s) fees up to Plan limits only if the premium payment is current and all costs associated with any legal representation performed by Designated Attorney(s) are paid.**

No MEMBER(S) is required or obligated to consult or be represented by Designated Attorney(s). Each MEMBER(S) may consult or be represented by other attorney(s) concerning any matter at the MEMBER(S) own expense. The Plan will not pay attorney fees to any other attorney(s) other than the Designated Attorney(s). The MEMBER(S) shall communicate directly with Designated Attorney(s) in arranging for legal services. Should a MEMBER(S) have a problem, complaint or grievance concerning the legal services provided by NuLawyer, the MEMBER(S) may request a conference with the Designated Attorney(s) and a third party chosen by mutual agreement between the MEMBER(S) and NuLawyer. A conference shall then be held with these three parties present in an effort to resolve the said problem, complaint or grievance, or make the determination that Designated Attorney(s) was unwilling, unable, conflicted out, or demonstrated the inability to render the legal services described herein. If such a determination is made, then arrangements will be made for the transfer of the MEMBER(S) to another Designated Attorney(s), *or if no Designated Attorney(s) is available, then MEMBER(S) shall be allowed with prior written approval from NuLawyer, the alternative benefit of selecting their own attorney, with the legal fees paid for by NuLawyer.* The grievance resolution machinery addresses itself only to disputes or conflicts of interest between NuLawyer and MEMBER(S) or Designated Attorney(s), and not to issues involving legal ethics or the practice of law.

MEMBER(S) understands and acknowledges that NuLawyer may require limited information from Designated Attorney(s) files, such as MEMBER(S) name, address, area of law Plan coverage was utilized, or other information necessary to process certain corporate functions including, but not limited to, determination of Designated Attorney(s) utilization, Designated Attorney(s) payments, bookkeeping, data processing, banking, printing or quality control surveys and MEMBER(S) agrees to and authorizes to such release of information. MEMBER(S) may in their sole discretion, instruct Designated Attorney(s) in writing, to withhold all of the above referenced information, and in such instance, no information pertaining to MEMBER(S) shall be divulged.

MEMBER(S) understands and acknowledges that if he or she elects to have the legal documents outlined in Part VI ~ OUTLINE OF LEGAL COVERAGE delivered to their home by a third party Delivery Agent(s), who may witness and/or notarize signatures, and assist in the execution of the legal documents, that while every effort is used to keep MEMBER(S) data confidential, **the MEMBER(S) acknowledges, understands, and releases NuLawyer and Designated Attorney(s) of any legal or professional liability arising from the unintentional disclosure of information contained in the legal documents outlined in Part VI ~ OUTLINE OF LEGAL COVERAGE that may be disclosed by the very nature and process of using a Delivery Agent(s).** The Delivery Agent(s) is an independent contractor, who is a Notary Public and in most cases is a licensed Life, Health & Variable Annuity insurance agent who is knowledgeable about available financial planning products for use in the estate planning process. Neither NuLawyer nor Designated Attorney(s) have any financial interest in any insurance or financial product which MEMBER(S) may choose to purchase from Delivery Agent(s), and in no instance does NuLawyer or Designated Attorney(s) stand in the position of guarantor as to the honesty, proficiency, integrity, or expertise of the Delivery Agent(s). The Delivery Agent(s), although not employed by NuLawyer or by the Designated Attorney(s), is obligated and required to maintain the confidentiality of the MEMBER(S) information that may be disclosed during the delivery and execution of the legal documents.

PART IV ~ GENERAL PROVISIONS

The NuLawyer coverage afforded in this Plan does not become effective (“Effective Date”) until the following two (2) events both occur. First, the MEMBER(S) must consult(s) with Designated Attorney(s) to review MEMBER(S) personal and financial information. Second, a positive determination must be reached by both Designated Attorney(s) and MEMBER(S), that the Revocable Living Trust and other estate planning documents outlined in Part VI ~OUTLINE OF LEGAL COVERAGE of the NuLawyer Plan are appropriate to accomplish the estate planning objectives of MEMBER(S). The day Designated Attorney(s) and MEMBER(S) make this positive determination shall be considered the Effective Date of this NuLawyer Plan.

NuLawyer, in the implementation of this Plan, enters into agreements with numerous attorney(s), who agree to provide stipulated services under the conditions of the Provider Agreement. The attorney-client relationship comes into being at such time as the MEMBER(S) chooses to employ the services of a Designated Attorney(s) in the law firm to which the MEMBER(S) is assigned. NuLawyer will in no way become involved or interfere with Designated Attorney(s) handling of any case(s) by reason of the attorney-client relationship entered into when a MEMBER(S) engages Designated Attorney(s). In none of these instances does NuLawyer stand in the position of guarantor as to the honesty, proficiency, accuracy, or resourcefulness of the Designated Attorney(s). **Accordingly, if any Designated Attorney(s) to whom**

PART IV ~ GENERAL PROVISIONS

(continued)

MEMBER(S) takes a legal matter performs or omits an act which may give rise to a claim for malpractice, the MEMBER(S) sole recourse will be against the individual Designated Attorney(s) or the law firm of Designated Attorney(s) who handled that MEMBER(S)'s legal matter.

All benefits provided under this Plan shall be subject to the terms of the attorney-client relationship. At the sole discretion of the Designated Attorney(s), MEMBER(S) prior to the time services are rendered, may be required to pay any costs to cover reasonably anticipated expenses to be incurred. **It is expressly understood that all costs associated with any legal representation including, but not limited to, In-State Deed preparation, Out-of-State Deed preparation, Out-of-State Assignment of Mortgage or Deed of Trust, filing fees, facsimile or long distance charges, copy costs, and so forth, are solely the responsibility of MEMBER(S). MEMBER(S) acknowledges that Designated Attorney(s) is restricted in his or her practice by State Bar or other state regulatory agencies, and therefore cannot provide out-of-state legal services, such as out-of-state deed preparation and recording. If such services are required, MEMBER(S) is solely responsible for retaining the attorney to provide those necessary legal services.** Eligibility for receipt of all coverage contained in this Plan is contingent upon payment of said costs by MEMBER(S) to Designated Attorney(s) prior to the commencement of legal representation.

MEMBER(S) has the right to file a complaint with the Florida Bar Association concerning Designated Attorney(s) conduct pursuant to this Plan. Nothing in any of the Plan language shall be deemed to interfere with the Bar Association's right to discipline Designated Attorney(s) for violation of any Bar Association Canon addressed to honesty, integrity, or fair dealing. The obligation of Designated Attorney(s) providing services under this Plan shall be solely to their MEMBER(S).

The Designated Attorney(s) shall maintain the confidentiality of the attorney-client relationship in accordance with their State Code of Professional Responsibility at all times while representing MEMBER(S), **subject however to the disclosure language above relating to third party Delivery Agent(s). However, Designated Attorney(s) shall refuse to provide representation and services, and no coverage will be afforded in any matter they believe is a conflict of interest, frivolous, without merit, violates the Code of Professional Responsibility, or in the sole opinion of the Designated Attorney(s), there is no meritorious claim or defense which will prevail in court. Any such matter so defined will not be covered.**

PART V ~ CANCELLATION & REFUND OF PREMIUM

MEMBER(S) may cancel NuLawyer Plan at any time for any reason by providing NuLawyer with a written notice of cancellation. In such event, Designated Attorney(s) will cease performing all legal work on behalf of MEMBER(S). Should any refund of premium be due MEMBER(S), it will be returned within ten (10) days of the cancellation date. Additionally, NuLawyer may cancel this Plan for non-payment of premium with ten (10) days written notice of cancellation, or otherwise with thirty (30) days written notice of cancellation with the reason(s) therein, with any refund of premium returned within ten (10) days of the cancellation date.

The specific terms and conditions regarding any refund of premium are described as follows:

1. Prior to the Effective Date of this Plan, MEMBER(S) is entitled to receive a one hundred percent (100%), One Thousand Eight Hundred and Ninety-Five Dollars (\$1,895.00) refund of one time paid premium.
2. After the Effective Date, upon MEMBER(S) instructing Designated Attorney(s) to begin the preparation of a Revocable Living Trust and other estate planning documents outlined in Part VI ~ OUTLINE OF LEGAL COVERAGE of the NuLawyer Estate Plan, MEMBER(S) understands and agrees that only a fifty percent (50%), Nine Hundred Forty-Seven Dollars and Fifty Cents (\$947.50) refund is due prior to delivery.
3. Upon the successful design, implementation and completion by Designated Attorney(s) of an applicable estate plan, including the delivery (in person, or through Certified US Mail return receipt requested, or other commercial delivery method) to MEMBER(S) of a Revocable Living Trust, and other estate planning documents outlined in Part VI ~ OUTLINE OF LEGAL COVERAGE of the NuLawyer Estate Plan, **it is understood and agreed that all the legal expense coverage requirements outlined in this Plan have been fulfilled, and that the total one time premium paid for coverage, One Thousand Eight Hundred and Ninety-Five Dollars (\$1,895.00) shall be considered FULLY EARNED AND NON-REFUNDABLE.**

MEMBER(S) ACKNOWLEDGE(S) THAT THE ABOVE SPECIFIC TERMS AND CONDITIONS REGARDING CANCELLATION AND THE REFUND OF PREMIUM WAS FULLY AND CLEARLY EXPLAINED TO THEM BEFORE ENTERING INTO THIS CONTRACT. FURTHERMORE, AS EVIDENCED BY THE MEMBER(S) INITIALS AND SIGNATURE(S) WRITTEN BELOW, THEY ATTEST THAT THEY FULLY UNDERSTOOD AND AGREED TO THOSE CANCELLATION AND REFUND OF PREMIUM TERMS AND CONDITIONS.

PART VI ~ OUTLINE OF LEGAL COVERAGE

TRUST AND ESTATE PLANNING LEGAL SERVICES

- A. The NuLawyer Estate Plan entitles MEMBER(S) to the design, preparation, and delivery either in person or through Certified US Mail return receipt requested of either a single or joint Revocable Living Trust including full execution and/or funding letters of instruction. If MEMBER(S) is married, then at the sole discretion of Designated Attorney(s), separate Revocable Living Trusts, if necessary, will be provided for each spouse.
- B. Plan additionally includes the preparation of Advance Directives and ancillary In-State documents required to complete the MEMBER(S) Revocable Living Trust, including, In-State Deed preparation [at an additional cost of One Hundred Twenty Five Dollars (\$125.00) per deed prepared], Powers of Attorney, Durable Power of Attorney, Pour-over-Will, Designation of Health Care Surrogate, Living Will, HIPPA Authorization and Release, Declaration of Pre-Need Guardian, Estate Plan Organizer, and Memorandum of Trust (also known as a Certificate/Abstract of Trust). MEMBER(S) will provide copies of property deeds for transfer. Payment for all deed services described in Part VI (B) shall be made directly to attorney(s) performing legal services.
- C. Plan additionally entitles MEMBER(S) to have prepared the necessary funding letters and instructions to implement an estate plan that may avoid probate, and provide for the distribution of property in the manner desired by MEMBER(S).
- D. Designated Attorney(s), at their sole discretion, will either provide, arrange to have provided, or provide references to MEMBER(S), to have all necessary Out-of-State legal work associated with MEMBER(S) Revocable Living Trust, including but not limited to, Out-of-State Deed preparation, Out-of-State Assignment of Mortgage or Deed of Trust. All costs for any Out-of-State legal services will be paid by and are strictly the responsibility of MEMBER(S). Payment for any Part VI (D) legal services shall be made directly to attorney(s) providing legal services.
- E. Designated Attorney(s) will additionally review and/or amend any Revocable Living Trusts or Irrevocable Trust not prepared by Designated Attorney(s), at a 25% discount off standard hourly rates normally charged. Payment for any Part VI (E) legal services shall be made directly to Designated Attorney(s).

PART VII - CONDITIONS & EXCLUSIONS

- 1) Any MEMBER(S) who initiates or participates in a lawsuit against NuLawyer or any of its affiliates, or is named as a defendant or respondent in a lawsuit initiated by NuLawyer or any of its affiliates, shall be specifically excluded from receiving coverage under any benefit of this Plan related to such lawsuit.
- 2) The design, preparation or delivery of any legal document not specifically described in Part VI ~ OUTLINE OF LEGAL COVERAGE of the Plan above, including but not limited to, all Irrevocable Trusts, Life Insurance Trusts, or Charitable Remainder Trusts are excluded.
- 3) Any legal matter not covered or included in Part VI ~ OUTLINE OF LEGAL COVERAGE of the Plan is excluded.
- 4) The administration, including any post-mortem administration, of any trusts including Revocable Living Trusts, Irrevocable Trusts, Life Insurance Trusts, or Charitable Remainder Trusts is excluded.