

You Created a Trust—So Now What?

By Edward D. Brown and Eric R. Kaplan

Edward D. Brown and Eric R. Kaplan discuss how an integrated estate plan (IEP) can utilize a combination of trusts and other legal entities to safeguard client assets from threat of future lawsuits.

Introduction

In this time of a recessionary economy, individuals have become more protective of the net worth that they still maintain. When persons start to seek other resources to compensate for their diminished net worth, a rise in litigation occurs in an attempt to recover lost net worth. Inevitably, the litigation is initiated by those that feel they can persuasively allege someone else negligently or willfully played a contributing role in the loss. For example, a client may sue an investment advisor for suggesting that the client invest in a venture that was not well suited for that client. Another example would be a company being placed into bankruptcy, with the new owner of the company (that is, the bankruptcy trustee) pursuing advisors that provided any advice to the now bankrupt company or to parties that engaged in transactions with such company. This latter example is seen when the bankruptcy trustee believes such advice may have, in hindsight, omitted to address certain aspects of the transactions, even though such “omitted” advice was outside the scope for which the advisor was retained. This may be true even though the advisor had insufficient knowledge to bring to light the fact that giving such advice was warranted.

Even in situations where the advisor (or any other defendant in the lawsuit) is entirely vindicated in the out-

come of such lawsuit, the costs incurred in the meantime for the defense counsel’s fees, and the inability of the defendant to engage in his or her normal revenue generating efforts because of the time-consuming attention having to be given to such lawsuit, can create substantial monetary losses to the defendant. The associated loss of sleep over concerns that a jury might be swayed to reach an incorrect legal conclusion, especially where plaintiff’s skillful counsel is able to present persuasive or emotionally charged arguments in its client’s favor, takes its toll on the defendant’s effective ability to continue earning his/her bread and butter.

In light of a healthy general fear of scenarios much like those described above, the authors continue to see an interest in clients settling (that is, creating) trusts as a first step in protecting their assets. These trusts help provide some peace of mind that should something similar to the above scenario ever strike (even though nothing is presently pending or expected), a nest egg of assets has been safely tucked away for the client and his/her family members (current and future generations). This will help the client avoid the thought of having to start all over again financially, from scratch, as a result of liability that arose, not from any wrongdoing by the client, but due to an imperfect legal system’s margin of error in reaching the right result. Reaching the right result, to the U.S. legal system’s credit, is usually achieved. However, the margin of error is perceived to be significant enough to motivate clients to have something in place, just in case. We refer to each such trust and its related underlying structures as an integrated estate plan in that it usually involves creating an overall estate plan that also integrates some provisional components designed to protect that estate during the client’s lifetime.

Creating such a trust is an important endeavor for many clients. Equally important, however, is the

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second step of the process: funding and administering the trust.

An integrated estate plan (IEP) folds an individual's traditional estate plan into a structure that also protects the individual's assets from any unforeseen future creditor threats. The primary asset protection component of an IEP is usually a trust settled by the individual that is governed by the protective laws of an offshore jurisdiction. Alternatively, onshore jurisdictions may be used, although in this article, it is assumed there is an offshore structure in place. The authors see the use of offshore jurisdictions to a greater extent because of the added protection that cannot be obtained onshore. The IEP also typically includes a domestic limited partnership that is owned 99 percent by the trust as a limited partner and one percent by the client as a general partner. There are, of course, design variations on this arrangement that must be considered, based upon the client's needs and circumstances.

If an IEP's documents are not properly designed, the IEP may be penetrated, allowing a creditor access to the IEP's assets. Just as important as the design, however, is the IEP's proper funding and administration. To protect the assets of a well-designed IEP, the IEP must be funded and administered in a manner that does not detract from the protective nature of the trust. An overriding principle that the client must observe is that the trust and the limited partnership (or in many cases, one or more LLCs), are structures that are separate and apart from the client. To a large extent, this principle of separateness is what helps protect the assets owned by these entities from the client's future potential creditors. For this distinction to be respected by a court, whether the court is foreign or domestic, certain administrative formalities must be followed: (1) when transferring assets into the IEP, (2) while administering the IEP, and (3) when making distributions from the IEP.

The first step in funding an IEP is evaluating the client's overall financial picture. Consideration should be given to whether transfers to the IEP would violate any applicable fraudulent conveyance laws. The advisor is not an investigator and therefore has no duty to doubt the client's motives and representations (which the advisor should have reduced to writing in the form of an affidavit) that the client is keeping himself solvent notwithstanding his intended transfers to an IEP. Of course, if the client reveals that such transfers are contemplated as a tool to defraud creditors, or if the advisor otherwise becomes aware that the client

is attempting to move assets beyond the legal reach of his existing (or expected) creditors, then the advisor must advise the client not to proceed.

The client must also determine whether any other considerations need to be taken into account when a particular asset is to be transferred to the IEP. In some cases, the consent of a third party may be required before a specific asset can be assigned to a different structure. For example, real estate to be conveyed may be collateral for a loan (requiring the lender's consent) or stock to be assigned may be subject to a buy-sell agreement (requiring other shareholder approvals). All potential federal, state, and local tax laws should also be reviewed before transferring any assets to the IEP.

What Will Be Placed Into the Trust?

Creating and executing IEP documents does not, in itself, protect assets. If a client's assets are not actually transferred to the IEP, they will not be protected. Additionally, other goals of the structure, such as removing assets from the client's probate estate, will not be satisfied. In addition to the preparation and execution of all required assignment or conveyance documents to transfer the assets, documentation should be executed that shows that the trustee of the trust is accepting title to the assets. This completes the loop that shows all relevant parties are aware of who is the legal holder of the assets.

All trustees (both domestic and foreign) should be provided with fully executed copies of each completed document in order to promote accurate record-keeping by all parties.

Real Estate

Clients must ensure that all filing requirements are satisfied when transferring ownership of real property to a trust. In addition to filing a deed with the local county clerk and recorder's office in which the real property is situated, the clients should determine whether there exist any additional state or local filing requirements. For example, in Colorado, pursuant to Colorado Revised Statutes sections 38-30-108.5(2) and 38-30-172(2), a "Statement of Authority" must be filed with the local county clerk and recorder's office along with the deed transferring ownership of the real property from the trust. This Statement of Authority must be signed by the trustee of the trust (that is, only the domestic trustee if the trust agreement

contains a provision whereby the domestic trustee may act on the trust's behalf without the foreign trustee's countersignature) and provides evidence of the trust's existence, as well as the trustee's authority to act on the trust's behalf. The Statement of Authority is essentially a public record indicating who is authorized to act on the trust's behalf with respect to transfers of the real property.

A transfer may affect the client's rights or benefits with respect to certain property. For instance, the client should consult with the insurance company prior to a transfer of real property to make sure that the protections afforded by title or property insurance would not be lost. As part of that process, the client may decide to request that the recipient trust or partnership be added as an additional insured at the same time the real property is transferred into the trust or partnership. This may also be a good time to revisit whether current valuation of the real estate warrants additional insurance coverage.

Local counsel should also be consulted to determine how the property should be titled after the transfer (that is, whether the trust or the trustees should take title).

Encumbered Real Estate. If the real estate to be conveyed into an IEP structure has an outstanding mortgage, the mortgage documents should be reviewed to determine what consents are required prior to transfer.

Primary Residence. A primary residence may require special treatment. If a client's primary residence is transferred to the trust, the client should be allowed to occupy the residence pursuant to an "occupancy agreement." Under this agreement, the parties (each of the clients in the capacity as members of the trust's beneficial class and the trustees) acknowledge their obligations and the client's continuing obligation to pay certain expenses, upkeep amounts, and other payments, which would constitute "rent" to the trust. The occupancy agreement also provides evidence that the client occupies the residence at the discretion of the property's owners; in this case, the trustees.

The clients may wish at some time to refinance a mortgage secured by the primary residence. In this situation, the lending institution should be contacted before the refinance is undertaken in order to make

sure the lender authorizes such action. It should be noted that if the refinancing is to be done in the trust's name, which in an ideal situation should be the case, some banks may not be cooperative.

Depending on the applicable law, certain types of assets, such as a client's primary residence, may be exempt from creditor attachment, but only if they are owned personally. Therefore, it may not be advisable to transfer such assets into an IEP structure. The client will also want to preserve the tax benefits of exclusion on gain and mortgage interest deduction.

Typically, if the IEP trust is designed as a grantor trust¹ (discussed briefly below), such tax benefits would be preserved.

It is recommended that title to a residence be transferred via a special warranty deed (or locally equivalent type of deed) in

order to preserve the title coverage that previously existed on the property. This typically prevents any potential lapses in the primary residence's prior coverage. Of course, a review of the applicable title insurance laws and policy may be in order if there is a need to determine whether coverage would be compromised by any other form of deed.

Generally, if a settlor transfers his primary residence, or a vacation home, to a trust of which he is a beneficiary and continues to occupy such property, a lender may not exercise its option under a due-on-sale clause (the provision that allows the lender to immediately accelerate the repayment of the entire loan balance outstanding upon a sale). Title 12 U.S.C. Section 1701j-3(d)(8) provides that a lender may not exercise its option pursuant to a due-on-sale clause upon "a transfer into an *inter vivos* trust in which the borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property."

Regulation 591.5 (b)(1)(vi) to Title 12 provides that a lender shall not exercise its option under a due-on-sale clause upon "a transfer into an *inter vivos* trust in which the borrower is and remains a beneficiary and occupant of the property, unless as a condition precedent to such transfer, the borrower refuses to provide the lender with reasonable means acceptable to the lender by which the lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy."

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Historically, the enforceability of a due-on-sale clause was an issue left to state law. That was, until 1982, when Congress enacted the Garn-St. Germain Depository Institutions Act,² and expressly preempted state laws on this issue. This was a response to a United States Supreme Court decision holding that a due-on-sale clause in a loan made by a federally chartered bank was valid notwithstanding being contrary to state law.³

The Garn-St. Germain Act took this holding a step further by applying it to all “real property loans” made by a “lender.” The term lender is defined as “a person or government agency making a real property loan or any assignee or transferee, in whole or in part, of such a person or agency.”⁴ Courts have interpreted this definition broadly to include private lenders, individuals, state and federally-chartered savings and loan associations, mutual savings banks, state charter banks, and national banks.⁵ It should be noted however that transfers to a limited partnership or a limited liability company are not protected by the Garn-St. Germain Act with respect to due-on-sale clauses.

Transfer Taxes. Clients should be aware that some government entities impose transfer taxes on the transfer of real estate. For example, an excise tax is imposed on the transfer of real property located in New York City, as well as on the transfer of a controlling economic interest in New York City real property. Depending on how the particular law is written, the transfer tax may or may not apply to transfers to a limited partnership, limited liability company, or trust that forms a part of an IEP. The existence and possible application of any such tax should be checked in advance of any such real property transfer.

Also, in some jurisdictions, the transfer of real property may cause the property to be revalued for property tax purposes, which may make the transfer unappealing. For example, transfers of California real property are subject to California’s Proposition 13, which provides for the automatic reassessment of a property’s value if such property is transferred to certain trusts that have a duration of 12 years or longer. Therefore, certain language should be inserted into the trust in order to prevent an automatic reassessment from occurring.

Agricultural Property. If an IEP has a foreign trustee involved at any level, and the IEP owns any ranch, farm, or other agricultural property, then it is important that an Agricultural Foreign Investment Disclosure Act Report (FSA-153, U.S. Department of Agriculture, Farm Service Agency) be filed within

90 days of either: (1) the acquisition of such property by any component of the overall IEP structure, (2) any disposition or transfer of such property by any component of the overall IEP structure, or (3) any change in trustee name in recorded title.

Importantly, one should note that the definition of “ranch, farm or other agricultural property” for this purpose is very broad, and means “any land located in one or more States and used for agricultural, forestry, or timber production purposes as determined by the Secretary under regulations to be prescribed by the Secretary.” As such, if a new title deed needs to be prepared for any reason for such a property, there is a good possibility that the Report will need to be filed. Also note that this is the case whether the trust itself is considered a foreign trust or a domestic trust for federal income tax purposes. It should also be noted that this filing can also apply to an underlying entity in which such a trust is a member. Finally, as described in the previous paragraph, a timely filing of Form FSA-153 is tied to the date of acquisition or disposition, and not to the end of the calendar year. Penalties for noncompliance can be substantial.

Tenant Occupied Property. If the property to be conveyed to an IEP has tenants, the IEP entity that will own the property should be substituted as a party to the lease and certain related instruments. This may need to be reflected by written modification to such instruments.

Entity Interests

Interests in legal entities (corporations, limited partnerships, limited liability companies, *etc.*) may also be transferred into an IEP. Before conducting such a transfer of interests, a review of the entity’s governing documents should be undertaken in order to determine whether any transfer restrictions exist. Also, as the recipient (for example, the trust or partnership) becomes a member/partner in the transferred entity, any existing buy-sell agreement should be amended to reflect such recipient as a party to that agreement. With respect to real estate that is owned by the entity being transferred, it is recommended that the client seek counsel regarding the transfer of these types of legal entities to make sure any applicable restrictions relating to that underlying real estate are respected, as well as to consider any potential transfer tax consequences of such a transfer.

The assets held in the entity to be transferred should also be analyzed to determine if a taxable event could occur as a result of the transfer. For example, the client’s CPA should be consulted to consider whether

there are any installment sale notes held by the transferred entity that could result in accelerated gain on those notes being subject to current year taxation.⁶

If the legal entity to be transferred has additional owners other than the transferring client, consents may need to be obtained from the other owners.

Assets from a Settlor's Revocable Living Trust

The main advantage of a client settling a revocable living trust (RLT) is to avoid probate. RLTs, however, provide minimal asset protection. Therefore, a client with an existing RLT may decide that he or she would like to transfer assets held by the RLT into a newly settled IEP. Before such transfers are undertaken, it must first be determined whether the RLT's terms allow for such a transfer, or whether the RLT should be amended to allow for the same. As the RLT's terms will govern whether such a transfer can occur, the client (and his or her planner) should review these terms before conducting any transfers. If a client transfers assets from an RLT to an IEP, for purposes of proper record-keeping, the client and his or her attorney should question whether they need to document this type of transfer as being in actuality a distribution from the RLT to the client followed by a subsequent contribution from the client to the IEP.

Annuities

If the IEP will own and/or be designated as the beneficiary of a tax-deferred annuity, certain issues should be considered. The typical IEP trust (an IEPT) is a "grantor trust," meaning that for federal income tax purposes its assets are treated as owned by the trust's settlor. For this reason, the IEPT should be able to own an annuity without the annuity losing its tax-deferred status. On the other hand, one should not transfer an annuity to either a nongrantor trust, partnership, or limited liability company, or it will put the annuity's tax benefits at risk. Also, before transferring an annuity, the client should confirm that the annuity contract allows the transfer and that no contract benefits will be affected or lost by the transfer. An IEPT could be named as the payee of annuity distributions made while the annuitant-settlor is living. It could also be designated as the post-death beneficiary of payments (if such are called for under the contract), but in that case, one should note two potential issues: (1) generally, if the annuitant-settlor dies before the annuitized payments begin, post-death payments must be fully paid out within five years after death (whereas pay-

ments to a spouse or other individual can be stretched out over a longer period, which may be financially beneficial); and (2) if any nonindividual, such as a charity, has any possible or contingent beneficial interest in trust assets after the settlor's death, there could be negative tax consequences, such as the loss of the annuity's tax-deferral capabilities.

Other "Tax Sensitive" Assets

Note that tax consequences must also be analyzed in the context of deciding which entity will own an asset. For instance, a U.S. client will often transfer a primary residence (as noted above), stock in an S corporation, tax-deferred annuities (also as noted above), and certain other assets to the trust, instead of an underlying partnership or LLC to ensure that certain tax benefits associated with such assets are retained. One must take care not to cause a negative tax consequence by transferring a tax-sensitive asset to the wrong entity.

Investment Accounts

It is relatively easy for a client to transfer accounts they may have with certain institutions, such as banks, brokerage houses, or the like. The client must notify the institution that the subject account has been transferred to the trust, limited partnership, or LLC. The client will need to provide the recipient entity's name and taxpayer identification number. The institution should then give the client the required paperwork to effectuate the transfer on the institution's books and records.

Activities Occurring with respect to Trust and Entities Owned by the IEP

The trust and each underlying entity will require separate record keeping, financial statements, and tax reporting. If a loan is made from the entity to the client, which may sometimes be preferable to an outright distribution, loan documents should be prepared, including a promissory note. The entity's accountant(s) should be notified of all contributions, distributions, and loans so that they are handled appropriately for tax reporting purposes.

With respect to the sale of a property owned by a trust, the trustees must ensure that the proper parties sign the appropriate documentation. In the authors' standard IEPT, the domestic trustee may act without

the foreign trustee's countersignature. However, in addition to the domestic trustee's actions, the IEPT also requires that the IEPT's protectors (usually the clients) waive any ability they may have to exercise their veto power over the particular action.

Formation of Underlying Entities to Provide Client with Greater Control. As previously stated, the primary asset protection component of an IEP is usually a trust settled by the client that is governed by the protective laws of an offshore jurisdiction. The IEP also typically includes a domestic limited partnership that is owned 99 percent by the trust as a limited partner and one percent by the client as the general partner.

A client usually prefers that assets be transferred to the partnership rather than to the trust, because, as general partner, he or she will have direct day-to-day management control of the partnership. If assets are transferred to the trust, it is the trustees' responsibility and obligation to manage the assets. Because trust assets are removed from the client's direct control, it is arguable that these assets enjoy a higher degree of protection than those retained in the partnership or other underlying entity, such as an LLC. In the authors' experience, most clients are willing to give up a small amount of protection to retain direct control over the transferred assets. Again, this may vary depending upon the client's preferences and circumstances.

If distributions are made from such an entity to an IEPT then a resolution may need to be prepared in order to clarify that pro rata distributions are being made to the entity's other owners. Conversely, in the event that contributions are made from such an IEPT to an entity, a resolution should be prepared in order to clarify that pro rata contributions are being made by the entity's other owners.

Separation of Assets under the IEP Umbrella. The IEP is partly designed to protect the IEP's assets from the client's future potential creditors. The trust and the partnership (or LLC) each may have their own creditors, however. For example, if the partnership owns a commercial property and a property tenant trips and falls, the tenant will sue the owner of the property—the partnership. The lawsuit could put at risk not only the commercial property, but also other partnership assets, such as stocks and bonds.

The client should consider segregating "hot" assets, which carry their own potential for creating liabilities, from "cold" assets, which carry little or no potential for creating such liabilities. Residential and com-

mercial real estate, motor vehicles, airplanes, boats, and certain general partner interests are examples of hot assets. Cash, brokerage accounts, stock, limited liability company interests, and limited partner interests are examples of cold assets. Hot assets could be placed into a separate entity (or entities), such as a limited liability company, which would be owned by the client and the trust in the same one percent to 99 percent ratio as the partnership. If this separate entity were then sued by the trip-and-fall tenant, the partnership's cold assets would remain protected.

Contributions to an IEP's Underlying Entity. If a contribution is made directly to the underlying partnership or LLC and if any part of the contribution is to be credited to the trust's 99 percent limited partner or member interest therein, the trustees should accept this (indirect) contribution to the trust in writing. Taking this step helps to avoid any creditor argument that the assets were not properly contributed to or accepted by the trustees.

Generally, for example, each contribution the client makes to the partnership should be allocated one percent to the client's one percent interest and 99 percent (as a nontaxable gift if the trust is designed properly) to the trust's 99 percent interest. It is advisable that the client execute a document directing that each client contribution be credited in this manner. This document will help avoid any creditor successfully arguing that a contribution should have been credited solely to the client's general partner/member interest.

Administration of the Structure

The trustees should handle all transactions involving a trust's assets. It is, however, often the case that a trust "protector" will have veto power over many trustee actions. It is important that, in any transaction entered into by a trustee over which a protector has veto power, the protector's waiver is obtained in writing. Also, in a number of IEPTs, for purposes of administrative ease, the domestic trustees can act without the joinder or consent of the foreign trustee. In that case, however, the foreign trustee should always be notified of any transaction involving the trust.

As evidence that the IEP is being administered for the benefit of trust beneficiaries other than just the client, the trustees should consider making distributions for the direct benefit of the other beneficiaries, such as paying the college tuition

of a child, making a charitable contribution to a charitable beneficiary, paying a beneficiary's medical expenses, and the like.

The assets owned within the IEP are not the client's personal assets; therefore, the client should avoid using the structure as his or her own "back pocketbook." Sufficient assets should be retained outside of the IEP so that normal day-to-day living expenses and reasonably anticipated obligations can be satisfied out of the client's earnings and retained assets. As a general rule, unprotected funds should be exhausted before a client requests a distribution from the trust or partnership. If after reviewing the client's other sources of income, however, distributions will be regularly required for the client's living expenses, such as for a retiree, the trustees may authorize periodic (for example, quarterly) distributions for this purpose.

Proper documentation, however, usually in the form of a trust, partnership, or joint trust and partnership resolution, should be prepared for IEP distributions. For example, as suggested above, if partnership funds are to be distributed to the general partner/client, a joint partnership/trust resolution would document that the transaction will be treated as a one percent distribution to the client and a 99 percent distribution to the trust, followed by a distribution from the trust to the client as a beneficiary of the trust. Similarly, if the partnership will make a direct tax payment to the Internal Revenue Service on behalf of the client for income earned at the partnership level, a similar resolution should be prepared. If such transactions are not properly documented, a creditor could argue that the IEP should be disregarded, since it is being administered as nothing more than the client's "back pocketbook."

With respect to the payment of taxes, if it is anticipated that the client will ever be unable to pay income taxes as they become due, then to protect against the possibility that the client might transfer assets to the trust and later be unable to satisfy the applicable tax obligations, consider having a provision in the trust requiring the trust to pay taxes. If the trust does pay the taxes, and is later entitled to a refund, the client should consider having an anticipatory assignment that automatically transfers the refund to the trust. This type of assignment will assist in protecting the potential refund from being attached by a creditor.

Another issue that may arise is when the expenses of one entity are paid by another entity. This should be

avoided, but to the extent it is unavoidable, a resolution should be prepared classifying such payment as a distribution/contribution or loan.

Charitable contributions are a good idea in that they demonstrate that the IEP has third party beneficiaries (and are not solely for the benefit of the clients that created the IEP). Of course, a resolution should be prepared and executed in the situation where charitable contributions are made in order to properly document such contribution.

Two-settlor structure. In the situation where an IEPT has two settlors (usually a husband and wife), each settlor would have his or her "account" or "sub-trust" in the joint trust. In that case, one settlor should take care not to transfer any assets to the other settlor's trust "account." Otherwise, an inadvertent transfer to the other settlor's account may occur under certain circumstances. Take the situation in which a trust and the husband and wife clients own one or more entities (e.g., a limited partnership), and there is an inter-entity transfer where the entities are not owned proportionally. For example, in the situation where a limited liability company owned by a settlor-husband's trust "account" and a limited partnership is owned equally by the settlor-husband's and settlor-wife's trust "accounts," a transfer from the limited liability company to the limited partnership can be partly characterized as a taxable gift to the other spouse, inadvertently resulting in negative, unwanted gift tax consequences.

With respect to contributions made to a two-settlor IEPT (or a related partnership), the clients may wish to consider setting up the IEP so that there is "auto-equalization" with respect to all contributions from such husband and wife clients. Auto-equalization essentially states that any contribution made by an individual to the IEP shall be classified as if half of each such contribution is contributed from the husband to his account in the IEPT with the other half being contributed by the wife to her account in the IEPT. Auto-equalization provides the clients' accountant with a greater level of ease when it comes time to prepare tax returns and financial statements for the IEP, as unequal capital accounts may create negative tax issues.

Conclusion

Administering the IEP's trust and limited partnership (and any other underlying entity partly or wholly

owned by the trust) in an arm's-length fashion, and carefully observing the fact that they are entities separate and apart from the client, are critically important in protecting the IEP's assets from any potential future creditor of the client. Through careful and thoughtful funding and administration, the client can better ensure that future potential creditors will not gain access to the IEP's assets.

ENDNOTES

- ¹ See Internal Revenue Code Sections 671 through 679 for methods to cause a trust to be a grantor trust.
- ² 12 U.S.C. § 1701j-3 *et seq.*; P. L. 97-320.
- ³ *Fidelity Federal Sav. and Loan Ass'n v. de la Cuesta*, 458 U.S. 141, 102 S.Ct. 3014 (1982).
- ⁴ 12 U.S.C. § 1701j-3(a)(2).
- ⁵ *Casa Grande, Inc. v. Minnesota Mut. Life Ins. Co.*, 596 F. Supp. 1385 (D.C. 1984), *Columbia Sav. & Loan v. Easterlin*, 191 N.J. Super. 327, 466 A.2d 968 (1983).
- ⁶ See, for example, *Tennyson v. U.S.*, 76-1 USTC ¶9264.

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