

1st Edition



E-Book

Appendix

Directions for Prudent & Safe Investing

Vital Information for your Estate Planning Needs
providing Insight and Perspective

With
Downloadable
Forms



Paul M. Paquette



Preview the Appendix in advance
at www.Legal-POA.com

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A Q U E T T E



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1st Edition

Appendix

Directions for Prudent & Safe Investing

Vital Information for your Estate Planning Needs
providing Insight and Perspective

Paul M. Paquette



FIRST EDITION



2018

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1. Power of attorney--United States--Popular works. 2. Power of attorney--United States--Forms.
3. Estate Planning--United States--Popular works. 4. Estate planning--United States--Forms. I. Title II. Series

Summary: This appendix is a part of the Estate Planning Series offered by Paquette Publications. The appendix provides information regarding investing (securities, debt, commodities, options, futures, et cetera).

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Directions for Prudent & Safe Investing

Directions for Prudent & Safe Investing

Follow these rules, and the Principal's investment experience shall be better than the norm:

A. The Principal / Agent will encounter various titles such as Financial Managers, Trust Manager, Financial Advisor, Financial Planner, Broker, et cetera when investing; make sure to ask if that individual or firm is a Fiduciary in the legal sense. Before having business dealings, ensure that the individual or firm says "yes" to their fiduciary status in writing. The Fiduciary shall invest and manage assets held in a **fiduciary capacity** as a prudent (reasonable exercising care, skill, and caution) investor would, considering the purposes, terms, and distribution requirements expressed in the "Goals and Objectives Contract."

B. Usually, substantial unexpected financial wealth occurs in a lump sum one-time payment: Life Insurance Proceeds, Court Settlements, Lottery Winnings, and Inheritance. The Fiduciary shall hold said monetary wealth in the following financial vehicle/arrangement for a short-term period (less than one year): **(01)** High-Yield Interest-Bearing Bank Account (up to FDIC Insurance coverage limits) with the highest APY possible; or a **(02)** Money-Market Fund or Tax-free Money-Market Fund (depending on the individual Tax Bracket) with the highest APY possible. If the Principal / Agent situation is complicated, seek help from a reputable CPA / Tax Attorney and an Asset Protection Lawyer. If the death of a loved one occurs, please, allow for a 3-6 months grieving period to pass before making any significant financial decisions, and seek a therapist if needed.

C. The investor shall seek out financial advice on a **fee-only** basis to prevent conflict of interest. Financial advice shall come from one of the following Individuals: Certified Financial Planner (**CFP**), Certified Financial Analysts (**CFA**), Chartered Financial Consultant (**ChFC**), Chartered Investment Counselor (**CIC**), or Personal Financial Specialist (**CPA/PFS**). The investor will benefit from seeking this advice within thirty (30) calendar days of distribution from the insurance company or other entity. The investor shall outline goals/objectives and any limitations to the Fiduciary to determine the appropriate asset allocation and achieve the investor's goals/objectives within their risk tolerance. CFP, CFA, ChFC, CIC, and CPA/PFS have some of the financial service industry's highest fiduciary and educational standards.

D. Regarding the Equities portion of the investment portfolio, the above Fiduciary shall only engage in Strategic Asset Allocation (SAA), utilizing a Constant Mix Strategy. However, if the investment portfolio exceeds \$500,000, then Global Tactical Asset Allocation (GTAA) shall be permissible for Equities concerning International and Emerging Market.

E. The Fiduciary shall strive to use No-Load Index Funds and Exchange-Traded Fund (ETF); however, Leverage Funds and ETF utilization shall not occur. Investing in High-Dividend Stock, Preferred Stock, and Convertible Bonds shall only occur after much research and debate.

F. Due to the Fiduciary requirements, the Agent or Trustee shall not engage in the following investment/ practices: buying on margin, utilizing the Securities within the investment portfolio as collateral, buying individual stocks and bonds, and limited partnership.

G. Annuities (Fixed, Indexed, and Variable) have their place in retirement planning; however, a break-even analysis shall occur based on the following factors: Life Expectancy, Time-Horizon, Liquidity, Fees & Expenses, and available Financial Assets before purchasing an Annuity. Consider doing a simple Time Value Analysis to determine which approach will generate greater returns. For example a 5% Annual Compound Rate of an Initial Amount of \$20,000 with no additional payments: 10 years = \$32,577.89; 20 years = \$53,065.95; 30 years = \$86,438.85; 40 years = \$140,799.77; 50 years = \$229,348.00; 60 years = \$373,583.72. Do not underestimate the power of compound interest over a long-term time horizon.

H. Warren Buffet's insight and advice are worth their weight in gold. Suggested reading: **(01) Think, Act, and Invest like Warren Buffet by Larry E. Swedroe.**

18 Ways to Get the Best Financial Advice by Paul M. Paquette

"Trust, but verify."
~ Old Russian Proverb

01. If the Principal / Agent consults with a financial advisor, verify professional credentials such as CFP, CFA, ChFC, CIC, and CPA/PFS.

02. Look for a fee-only financial planner that charges an hourly rate. Start one's search at the CFP Board of Standards (www.cfp.net) or the National Association of Personal Financial Advisors (www.napfa.org).

03. Is there regulatory action(s) (past or present) against the financial planner? Visit FINRA.org and SEC.gov to see whether the financial planner is licensed/registered at the state securities department. Visit (NASAA.org) to find out if there is any history of complaints. Check that state's insurance division if the financial planner sells insurance or annuity products.

04. At the first meeting, never commit to handing over any money. Think about this financial decision and talk to others. Stop and leave immediately if the financial planner pressures the Principal / Agent into a service agreement.

Principal: _____



I. The use of Sector Funds is allowable (suggest no more than 10% of each sector category).

J. Buying Precious Metals (subset of Commodities) as an asset class is slightly discouraged; however, if the Principal / Agent insists on holding this asset class, it shall be with the knowledge and understanding that this is not an investment. Physical purchases of precious metals shall be at an all-time three-year low, and liquidation shall only occur at an all-time three-year high. The assumption is that the asset would have been at least doubling in value when liquidating at an all-time 3-year high. Only buy precious metal at the Spot Value.

K. The use of buying Commodities as an asset class is allowable (suggest 5% but no more than 10%). Commodities have a low correlation to Equities and Fix-Income; however, it has volatility like Equities but has a low return comparable to U.S. Short-Term Government Bond. Commodities as an Asset Class are only valuable in reducing the portfolio's volatility through diversification.

L. When Nations and Countries fall, their paper currency becomes worthless. The financial currency markets are resilient and will adopt the world's most stable and safest currency as an alternative. Precious Metals will retain its purchasing power.

M. Beware of the fear mongers; for the Financial Markets to fail and no longer function (where all investments equal a negative return), a Global Catastrophic Risk or Human Existential Risk will have to occur. If such events occur, the Principal / Agent will only have an expensive IOU. The portfolio valuation will be the least of the Principal / Agent concern; basic survival will be paramount. If the human race survives, the economy will eventually return to a barter trade system for goods/services. As stability develops, Precious Metals will again become the currency of commerce.

N. If the Principal / Agent chooses to buy U.S. Government Debt Securities directly, the Principal / Agent shall consider buying from "U. S. Treasury Direct" with no more than seven-year maturity. Faith in the U.S. Government has diminished significantly due to an ever-increasing National Debt without a Gold / Silver / Platinum Standard; suggest investing no more than 10%.

O. The use of Derivatives is highly discouraged unless the following objectives are achievable - reduce risk and increase return. If those goals are not in writing with a guarantee by the brokerage or investment firm, then the authorization for using derivatives will not occur. Derivatives can be incredibly complex and complicated due to the various variables and external factors; thus, determining a fair market value can be difficult.

P. The use of Hedge Funds as a means of asset allocation is highly discouraged unless the following objectives are achievable – reduce risk and increase return overall for the entire investment portfolio. If those goals are not in writing with a guarantee by the brokerage or investment firm, then the use of Hedge Funds will not be authorized. The use of Hedge Funds as an Asset Allocation shall only be 7 - 10% of the total investment portfolio value if the Fiduciary decides to be adventurous.

Q. When a Financial Advisor suggests a Mutual Fund or ETF to fulfill a role within a Portfolio, the Principal / Agent shall request the following free of charge. Based on the Time Horizon in question, a Net Present Value Analysis shall determine which investment(s) (and potential alternatives) are appropriate. This Net Present Value Analysis shall consider the following factors: Expense Ratio, Front Load, Deferred Load, Annual Percentage Load, 12b-1 Fee, Management Fee, Taxes, and Turnover Rate. The Net Present Value analysis shall be in an Excel Spreadsheet. The Excel Spreadsheet shall also have an attached Monte Carlo Analysis so the Fiduciary can determine the "sensitivity exposure" based on the return history for the security in question with a Value at Risk (VAR) based on the Monte Carlo Analysis with Confidence Intervals.

R. Every quarter, the entire investment portfolio (if managed by a Fiduciary) shall have a report indicating Aggregate Sharpe & Sortino Ratio, investment portfolio Beta/Alpha, and Value at Risk (VAR) on the Monte Carlo Analysis with Confidence Intervals.

05. Pay for the required financial advice or service, not all the extras.

06. When the financial planner recommends an investment, ask if there is a penalty for getting the money back. If so, ask for details (how much, how long). Liquidation or transferal penalties are indicators that the financial planner is getting a commission, usually a big one.

07. Ask the financial planner to justify why this is an appropriate or suitable investment for the Principal / Agent and the total expense that will occur. Ensure that gross expenses are less than one percent annually. Walk away if the financial planner refuses.

08. Do the Principal / Agent understand all aspects of the investment? How do these investments fit together with the strategy and goals that the Principal wants to achieve? Explain the investment to someone trustworthy to test one's understanding, and ask that person for feedback.

09. Have the Financial Planner explain their compensation method – Fee-Only, Commission, and Percentage of Asset Under Management.

10. Reflect on how the financial planner and the product's issuer can get rich and how these products benefit the consumer.

Principal: _____

S. The Fiduciary shall rebalance (no less than quarterly) the corpus assets to comply with the asset allocations (Country, Sector, and Size) as previously agreed and shall review the holdings and follow the 5/25% rule in making appropriate changes. Furthermore, consider Tax Minimization Strategies when rebalancing.

T. When evaluating the Fiduciary's performance, consider the following: Did the Fiduciary outperform a weighted market index benchmark? Did the Fiduciary create any additional economic value to the investment portfolio? Furthermore, how does the Fiduciary deserve the Principal's money for a service / managerial fee? Keep this example in mind: Assume an investment portfolio of \$100,000.00, and at the end of one year, the investment portfolio had a market value of \$120,000.00; thus, the portfolio grew by \$20,000.00 or 20%; the weighted index market benchmark was 10%. How much compensation should the Fiduciary get if the Fiduciary outperforms the weighted index? Professionally managed investment portfolios usually impose a reasonable and prudent fee of 1% or less. Please think about the following statement: should the managerial fee percentage apply to the gross investment portfolio or just the incremental growth of the investment portfolio? One percent of the total investment portfolio will be \$1,200.00, but 1% of the additional growth of the portfolio will be \$200.00. From a logical and rational perspective, the Principal / Agent could have invested the money and kept up with the inflation rate. Thus, the only value that the Fiduciary has achieved was an incremental growth of \$20,000.00 and \$10,000.00 of said growth the Principal / Agent could have done without the need for a Financial Manager. Sure, the Fiduciary deserves more than just \$200.00; however, how is the Fiduciary justified in having \$1,200.00? Make sure to negotiate the fees for the services based on performance; failure to do so is grounds for incompetence. Remember, the more money the Fiduciary skims at the top, the less money for the Principal, so be greedy; that is the Principal's money. Consider doing a break-even analysis when comparing financial transactions, including the financial reports and sought-after financial advice, and then choose the course that best benefits the Principal as the investor. Remember, the Fiduciary money is not at risk in the markets; the Fiduciary paycheck is a guarantee at the Principal's expense regardless of what happens unless the Principal / Agent dictates terms otherwise.

U. Remember, wealth on the "Books" is not the same as wealth "In the Wallet," so until the Principal has the money in their bank account, the Principal's investment is at risk.

V. Beware of Market Bubbles. When perception exceeds reality regarding an asset's worth, a Market Bubble occurs - when in a Market Bubble, sell off the inflated asset and do not buy the asset. This financial advice is easier to say than to achieve.

W. Beware of companies that sell a lifestyle, thus promising the sun, stars, and the moon. These companies tend to be Multilevel Marketing or a deviation thereof. These companies can easily be a front for a sophisticated Pyramid or Ponzi scheme. Thus, it is advisable to be very skeptical. These companies usually share the following traits: **(01)** private companies with minimal regulations or oversight. **(02)** Lack of financial disclosure. **(03)** Focuses on recruitment versus sale. **(04)** Requires the purchase of inventory to maintain a particular status or position. **(05)** Sell products with "Miraculous Claims" that have no credible scientific proof of their validity or are not peer-reviewed.

X. Remember, ownership of wealth is an illusion. Might make right, unless might is too poor to fight. The Government can always take away one's land, material wealth, or freedom, especially if a person is a threat, disruptive force, or political obstacle. When a person pays a reoccurring tax on free and simple property, does that person truly own that property? Can one truly own property if a Third Party wants one's property and uses the legal system to take it using Civil Asset Forfeiture, Eminent Domain, Nationalization, et cetera?

Y. Oprah Winfrey said it best "Sign your own checks" there have been many wealthy/ famous people that delegated their financial rights/responsibilities to another for convenience purposes and live to regret it. It is easy for a "money manager" to go ape shit-crazy with the Principal's money and spend or use the money in unapproved ways. Be forewarned when dealing with a sleazy money manager, lawsuits tend to be a very costly, litigious, and time-consuming affair, so it is best to avoid the trouble.

11. Ask the financial planner whether any certificates of deposit (CD) or money-market accounts (preferably back by the U.S. government) are currently paying more than the bonds or cash-like assets. Make sure to verify the yields at [depositaccounts.com](https://www.depositaccounts.com) or [bankrate.com](https://www.bankrate.com) to see if the financial planner is correct.

12. Watch for these warning signs: Is the financial product or service too good to be true? Does the investment promise high returns or state that the investment is "risk-free?" Does the Financial Planner request that the Principal / Agent sign a document saying that the Principal / Agent has reviewed many pages and understood the contents? Does the Financial Planner boast or make predictions about beating the financial market? Is the financial planner trying to build or establish trust from religious affiliations? Does the financial planner use sales pressure techniques such as the Principal / Agent must sign in the next 24 or 48 hours?

13. Do not trust solely based on references. Trust Numbers. Trust assets under management in comparison to similar financial institutions. Trust one's gut feeling. Remember, the worst financial planners can still find people who will recommend using their services.

Principal: _____



Z. The Fiduciary shall also adhere to the following corollaries of the Prudent Investor Rule:

- A Fiduciary must make a reasonable effort to verify information concerning investment/ management of the estate or trust assets.
- An Investor shall hire and rely upon a Fiduciary only after due diligence, care, and review of the credential and performance of the individual or firm.
- The Fiduciary must diversify investments unless there are special circumstances or directions to the contrary.
- The Fiduciary must consider many factors in investing and managing the property. Some are relatively predictable: **(01)** General Economic Conditions; **(02)** The possible effect of inflation, stagnation, or deflation; **(03)** The expected or foreseen tax consequences of an investment decision; **(04)** The anticipated total return (income plus price appreciation) of each asset.
- A Fiduciary is to consider various external resources for the investor/beneficiaries. **(01)** Consideration factors regarding a particular asset that may have unique value or sentimental meaning for a beneficiary. **(02)** Are there any advantages in changing the asset's ownership to a trust? **(03)** Is the asset for the benefit of multiple beneficiaries? **(04)** Is there a need for regular income streams versus the potential for investment growth?

AA. It is vitally important that the Principal / Agent change their mindset regarding creating and managing wealth. Suggested reading: **(01)** [Money: Master the Game](#) by [Tony Robbins](#). **(02)** [Rich Dad, Poor Dad](#) by [Robert T. Kiyosaki](#). **(03)** [The Richest Man in Babylon](#) by [George S. Clason](#). **(04)** [The Millionaire Next Door](#) by [Thomas Stanley & William Danko](#).

BB. For additional information regarding investing, suggests reading the following books written or co-written by [Larry E. Swedroe](#): **(01)** [The Only Guide to Winning Investment Strategy You'll Ever Need: Index Funds and Beyond](#). **(02)** [The Only Guide to a Winning Bond Strategy You'll Ever Need](#). **(03)** [The Only Guide to Alternative Investments You'll Ever Need](#).

CC. Upon amassing a fortune, be proactive to ensure the Principal benefit from their wealth from various potential threats. Suggested reading the following: **(01)** [A Guide to Asset Protection: How to Keep What's Legally Yours](#) by [Robert F. Krueger](#). **(02)** [The Tax & Legal Playbook](#) by [Mark J. Kohler](#).

DD. The Principal / Agent can purchase the book(s) as mentioned earlier relatively cheap in used condition by using this website: www.dealoz.com, which searches over **20,000** online stores to find the best deal possible.

EE. Historically and currently, there is a symbolic tether of material wealth to social status and elevation; this is incredibly short-sighted, shallow, and myopic thinking. However, society still holds onto these conventions due to the instinctual desire for material wealth, greed, and increased mating opportunities. Remember that having lots of wealth will not give a person love, peace, joy, success, or meaning to one's life. A person's impact on society, family, and friends is the real value of a person's life - money is a tool, so use it wisely to ensure an enduring legacy.

14. Learn the strength & weaknesses of the Financial Planner. Some Financial Planners specialize in Retirement Planning, Business Operations, Tax Reduction & Avoidance, High Net Worth Individuals, Young Professionals, et cetera.

15. Choose a Financial Planner with a compatible strategy that complements one's investment style and risk tolerance.

16. Be patient; do not hire the first Financial Planner you meet. Shop around, learn, inquire, and interview before hiring a Financial Planner.

17. If it sounds too good to be true, it probably is; odds are 98% of it is false.

18. There is no "Risk-Free" or "Guarantee." Do not be duped, and do not suffer a liar.

Principal: _____

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Antoni Shkraba

Oct 28, 2020



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**Star of Life
Blue Version
Rod of Asclepius,
with Snake around it
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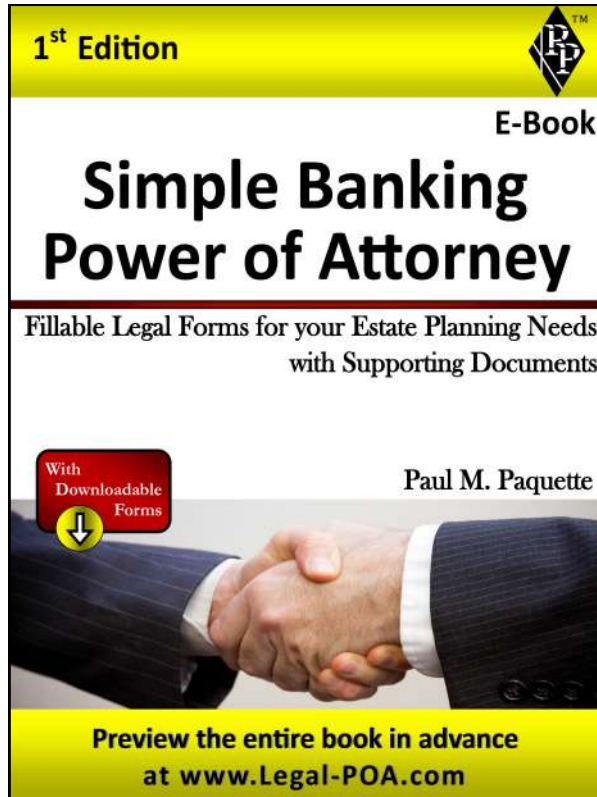
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2018



Also Available



Simple Banking Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to handle Banking activities and perform limited Financial Activities.

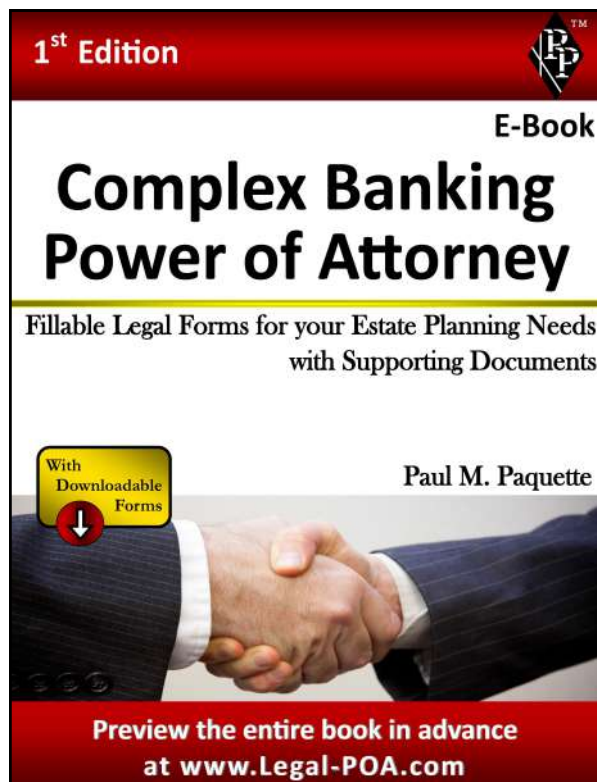
Key Details:

- Names only one Agent
- Effective Immediately
- Define Expiration Date
- Built-In Safety Features

Optional:

- Durability Provisions

Design for short-term (less than five years) use with an Agent whose honor is beyond reproach and doubt.



Complex Banking Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to handle Banking activities and perform limited Financial Activities.

Key Details:

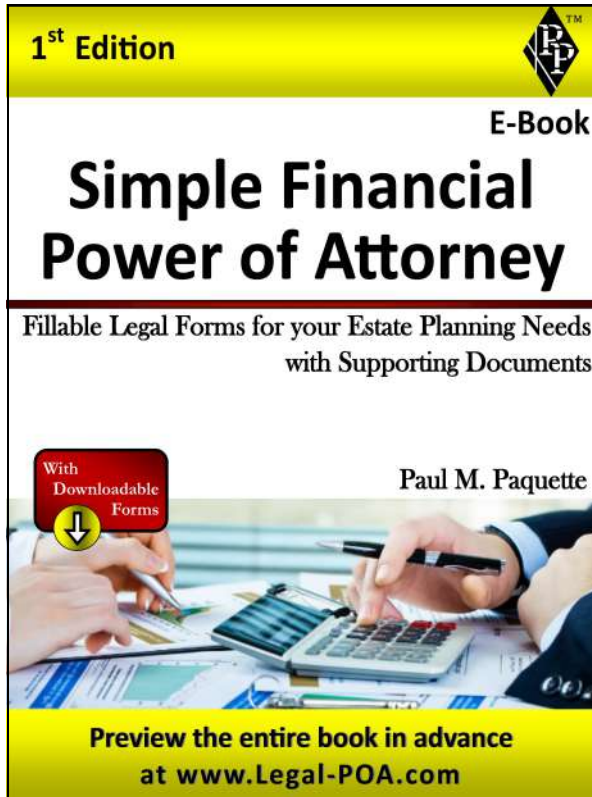
- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers

Optional:

- Durability Provisions
- Springing Powers
- Agent Co-Power Sharing
- Protector Provisions
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.

Also Available



Simple Financial Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to handle Financial activities and perform Financial transactions.

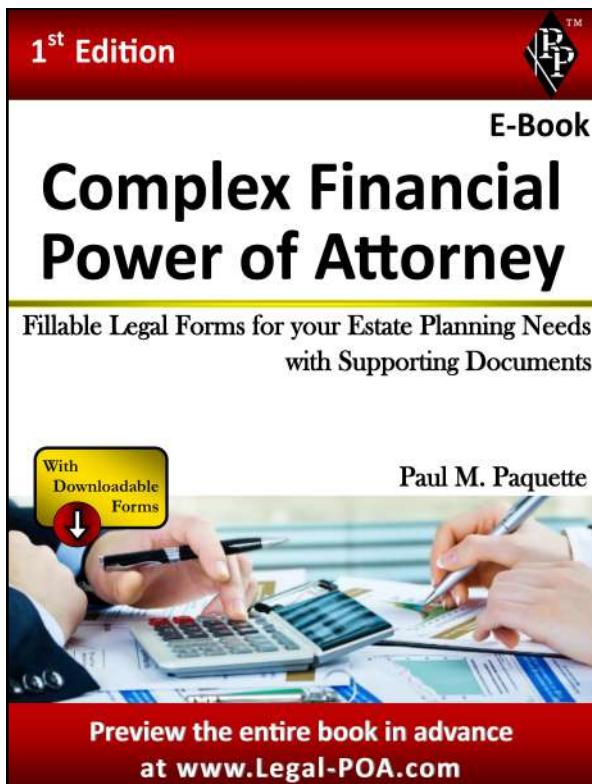
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is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to handle Financial activities and perform Financial Activities.

Key Details:

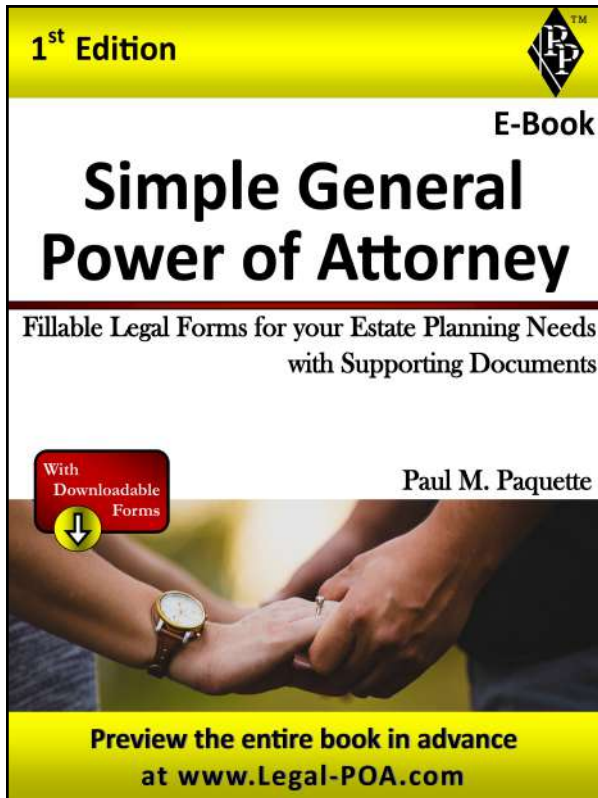
- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers

Optional:

- Durability Provisions
- Springing Powers
- Agent Co-Power Sharing
- Protector Provisions
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.

Also Available



Simple General Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to have broad and sweeping powers regarding the Principal's property and affairs.

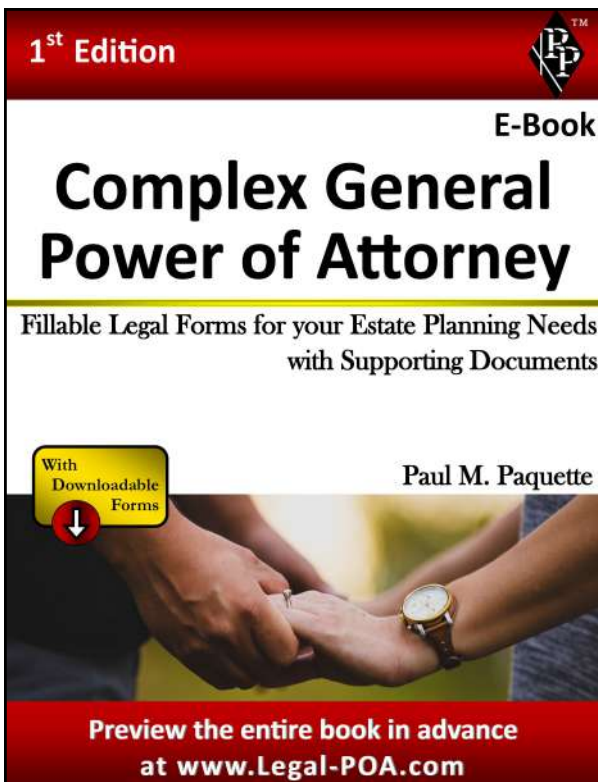
Key Details:

- Names only one Agent
- Effective Immediately
- Define Expiration Date
- Built-In Safety Features

Optional:

- Durability Provisions

Design for short-term (less than five years) use with an Agent whose honor is beyond reproach and doubt.



Complex General Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to have broad and sweeping powers regarding the Principal's property and affairs.

Key Details:

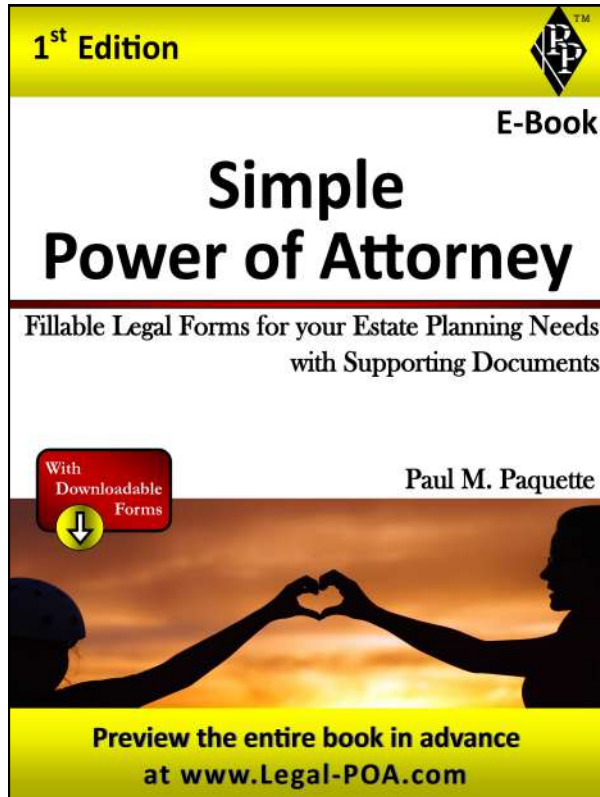
- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers

Optional:

- Durability Provisions
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- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.

Also Available



Simple Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, with limited powers (written by the Principal) and abilities regarding the Principal's property and affairs.

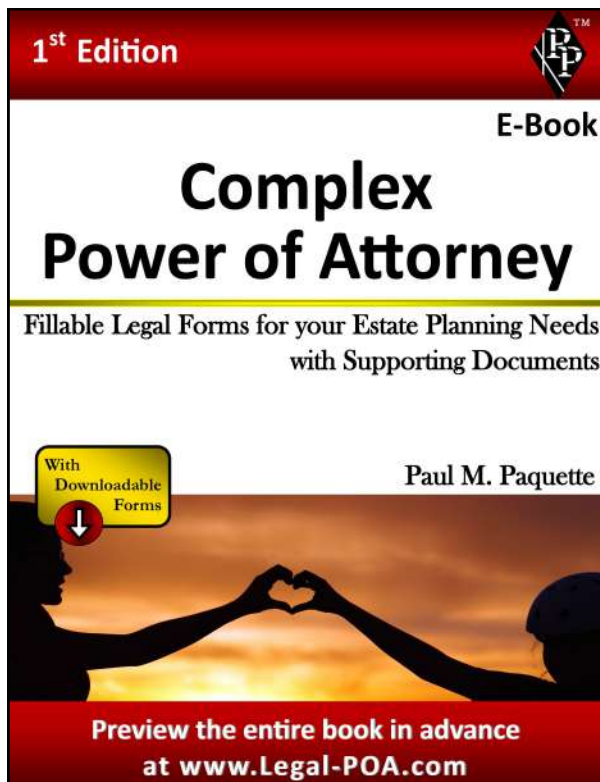
Key Details:

- Names only one Agent
- Effective Immediately
- Define Expiration Date
- Built-In Safety Features

Optional:

- Durability Provisions

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Complex Power of Attorney

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Key Details:

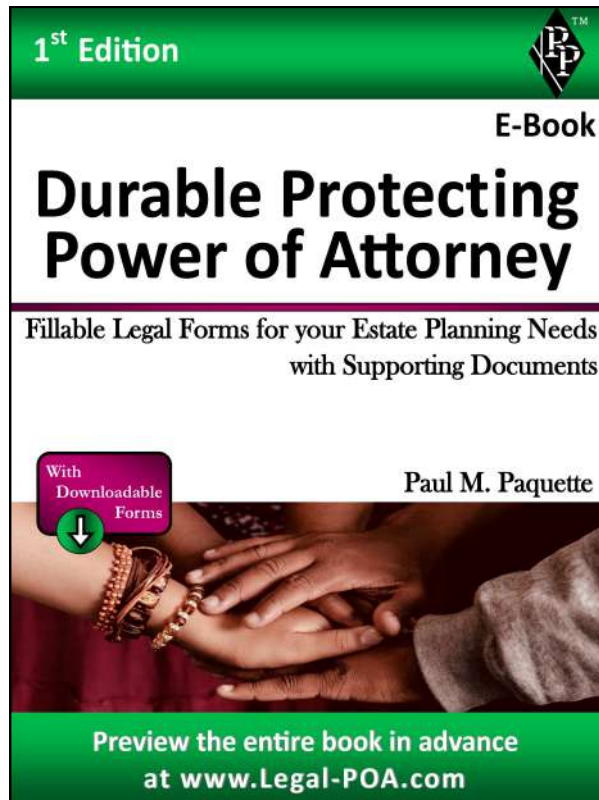
- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers

Optional:

- Durability Provisions
- Springing Powers
- Agent Co-Power Sharing
- Protector Provisions
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.

Also Available



Durable Protecting Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, with the power to act in an administrative capacity, intervene when the subservient Agent violates their fiduciary duties, and ensure transparency. Thus, the Agent serves as a “Protector” of the Principal’s interest and property.

Key Details: Optional:

- Names multiple Agent with successor’s Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers
- Durability Provisions
- Springing Powers
- Agent Co-Power Sharing
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent’s power.

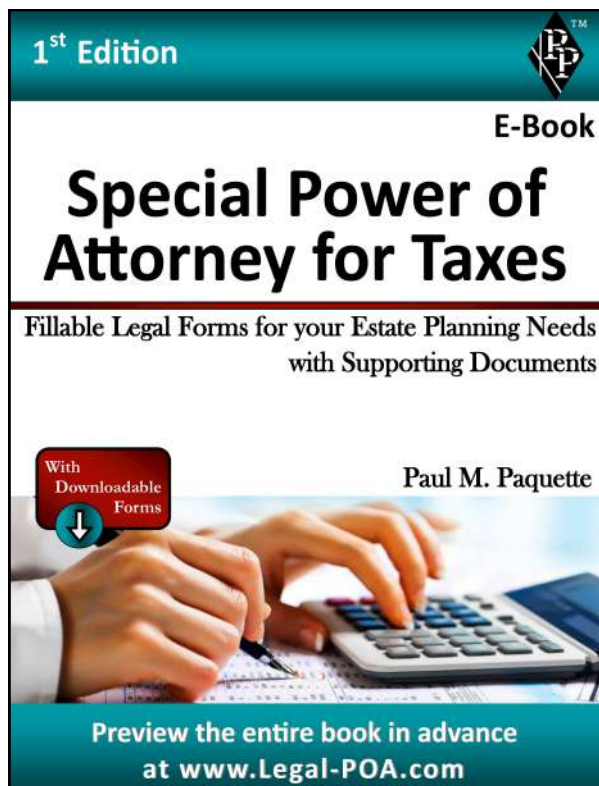
Special Power of Attorney for Taxes

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, with the power and abilities to handle Taxation Matters.

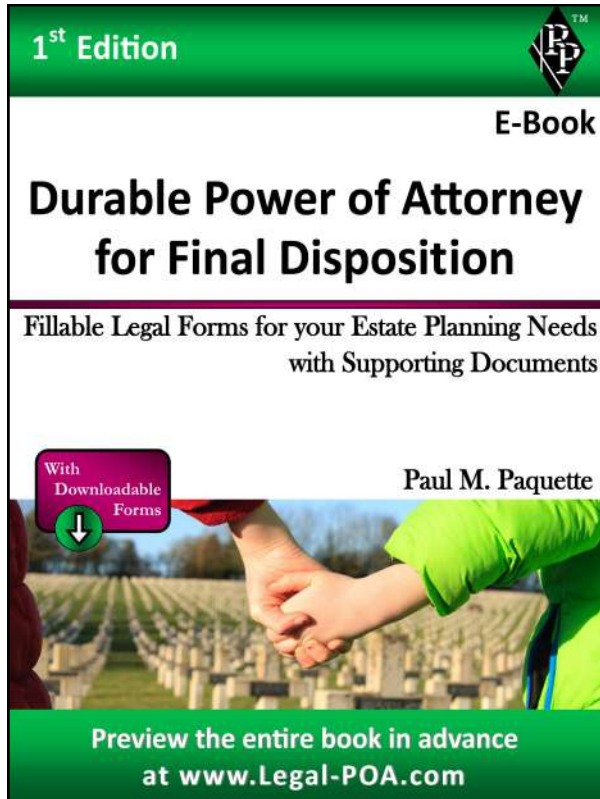
Key Details: Optional:

- Names only one Agent
- Effective Immediately
- Define Expiration Date
- Built-In Safety Features
- Durability Provisions

Design for short-term (less than five years) use with an Agent whose honor is beyond reproach and doubt.



Also Available



Durable Power of Attorney for Final Disposition


is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to handle the Principal's last wishes and preferences regarding Final Disposition (Funeral & Burial).

Key Details: Optional:

- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers
- Durability Provisions
- Springing Powers
- Agent Co-Power Sharing
- Protector Provisions
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.


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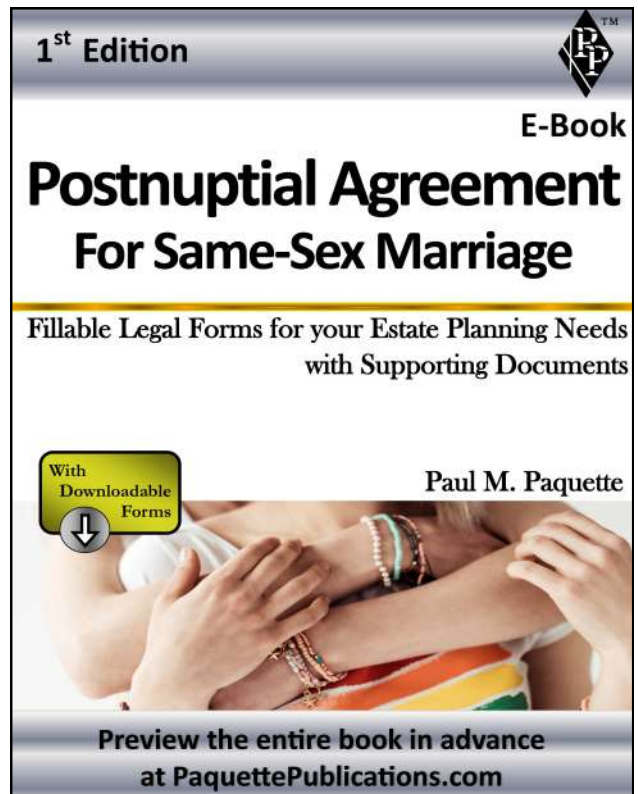
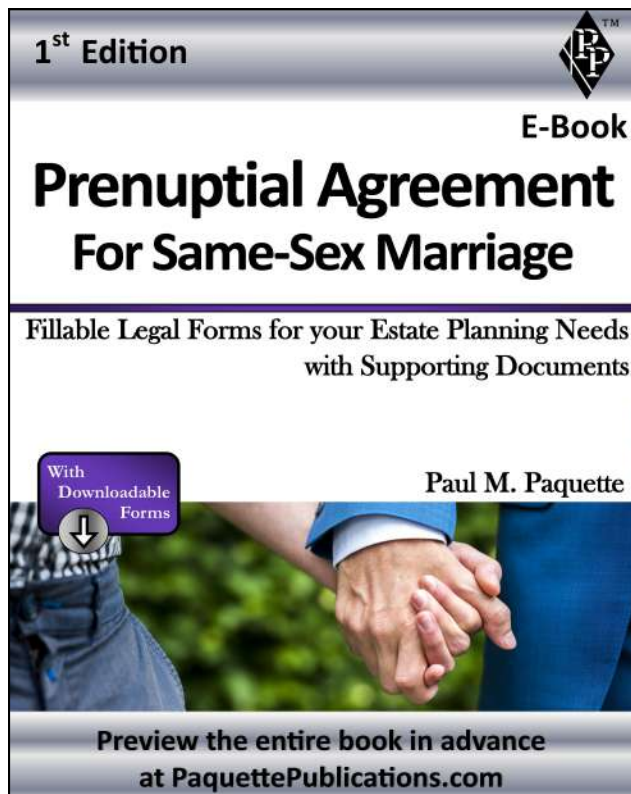
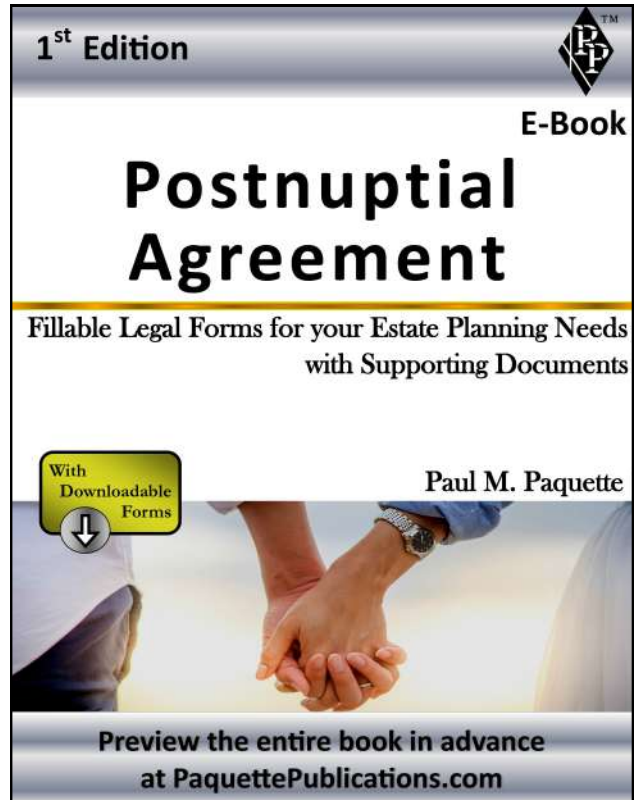
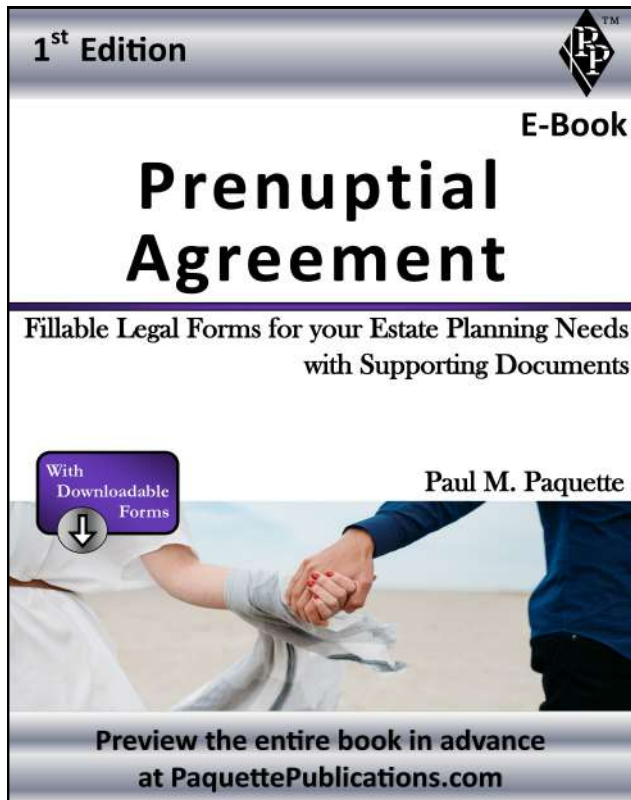
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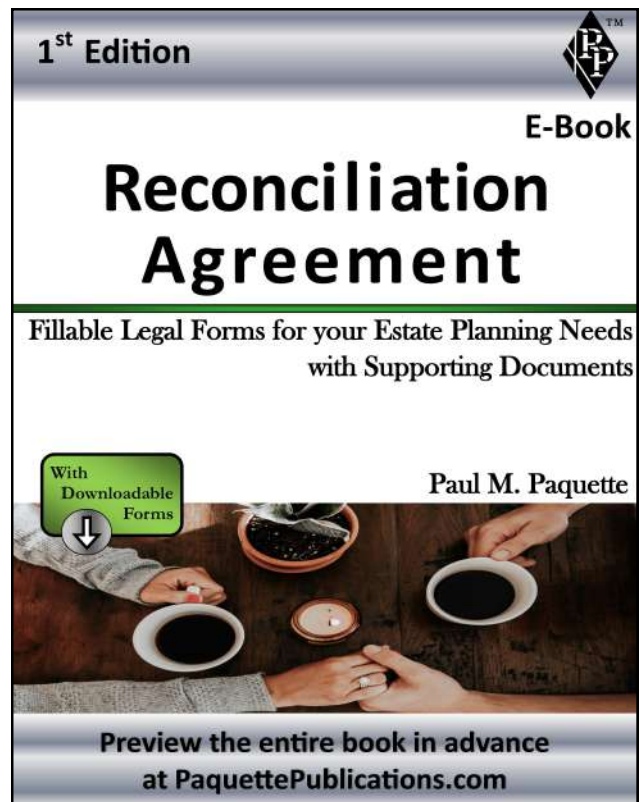
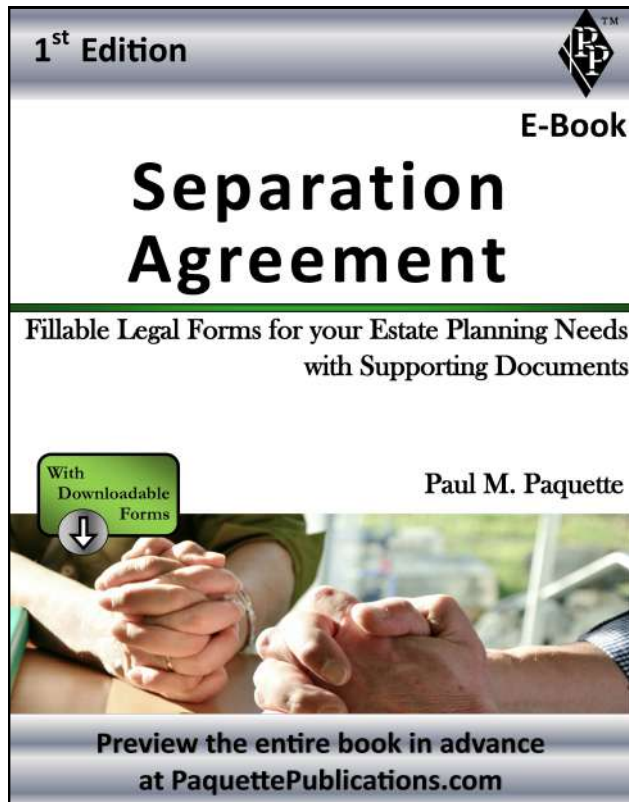
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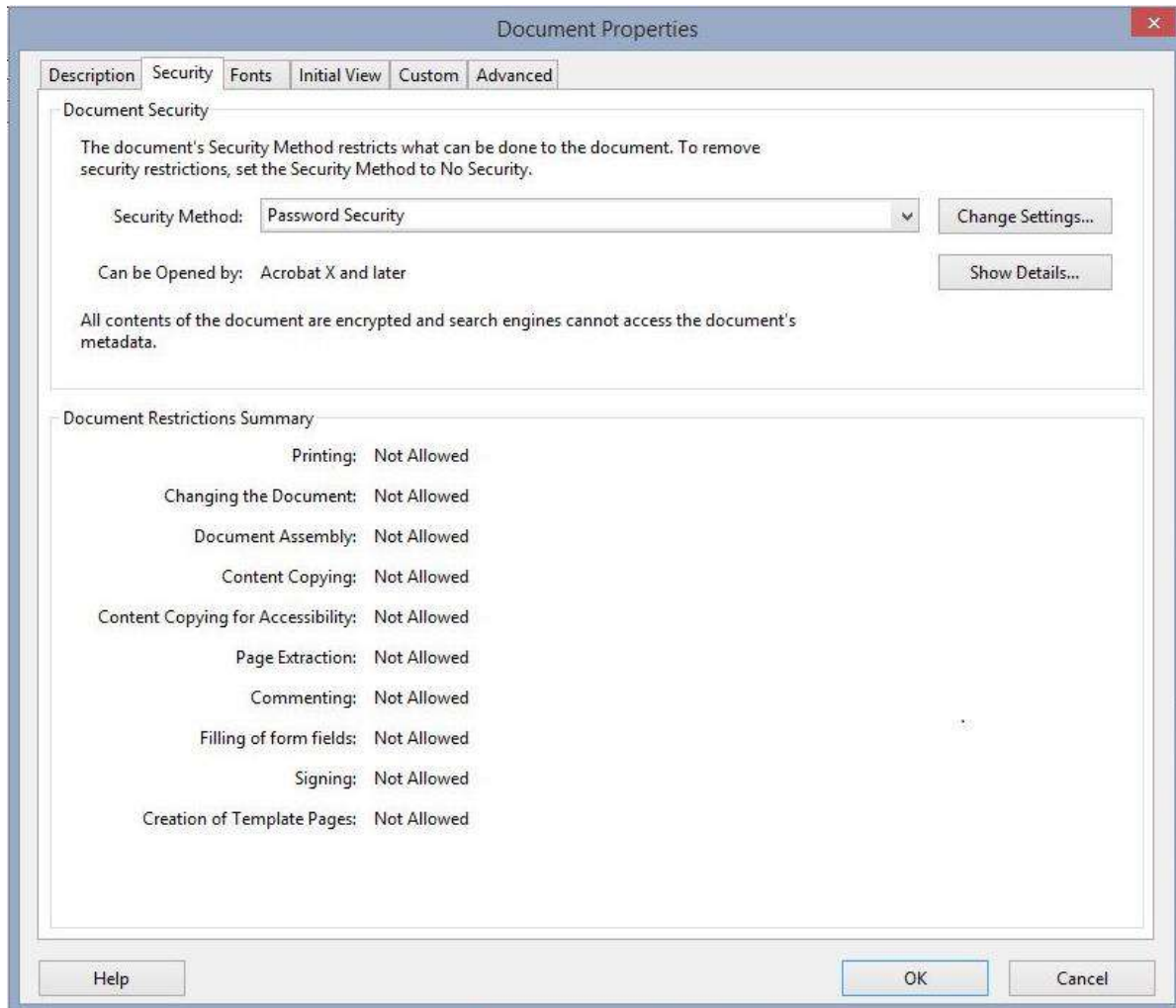
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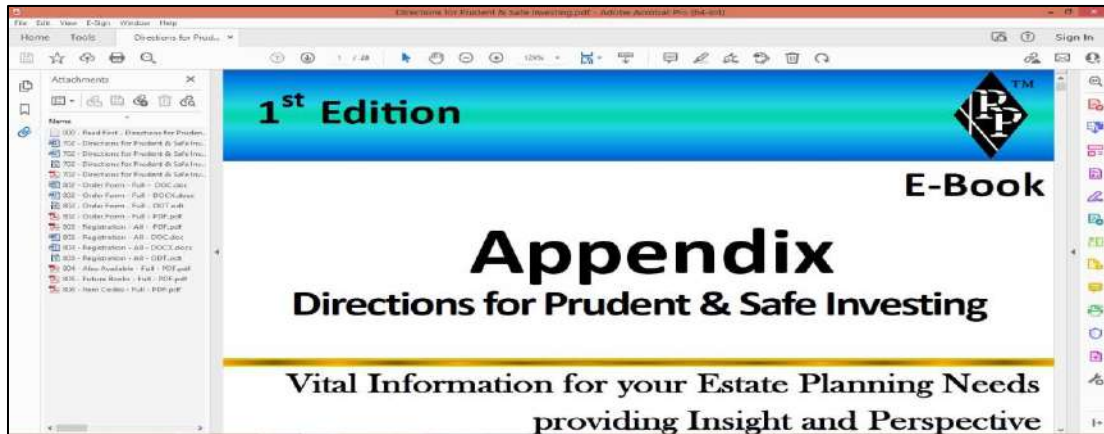
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