

Living Trust of _____

Dated _____

This Living Trust Agreement (this "Agreement"), dated _____, between _____ (the "Grantor") of _____, _____ and _____ of _____, _____ (the "Trustee").

In consideration of the mutual covenants and promises set forth in this Agreement, the Grantor and the Trustee agree as follows:

PURPOSE. The purpose of this Agreement is to establish a Trust to receive and manage assets for the benefit of the Grantor during the Grantor's lifetime, and to further manage and distribute the assets of the Trust upon the death of the Grantor.

NAME. The trust created hereby shall be known as the "Living Trust of _____ date _____." The assets and dealings of the Trust may, however, be held and conducted in the name of the Trustee and, to the extent otherwise permitted herein, also in the name of a nominee.

FUNDING OF TRUST. Grantor has transferred, assigned, conveyed and delivered to the Trustee the property described in Schedule A attached and made a part hereof; and said property and any and all other property which may be hereafter assigned, conveyed and delivered to said Trustee by the Grantor or another person as hereinafter provided, is intended to constitute the trust estate and to be held by the Trustee as TRUST for the uses and purposes and subject to the terms and conditions hereinafter set forth.

Grantor or any other person, with the consent of the Trustee, may at any time or from time to time deed, grant, devise, bequest, gift or otherwise, cause additional property to be transferred to and administered as a part of the trust estate created hereunder. Any such transfer may be evidenced by the receipt of the Trustee, and each such receipt shall be conclusive evidence of the consent of said Trustee to the transfer thereof.

MANAGEMENT OF TRUST ASSETS. The Trustee shall manage and distribute the Trust assets for the benefit of the Grantor and the Grantor's successor(s) in accordance with the terms of this Agreement.

PAYMENTS DURING THE GRANTOR'S LIFETIME. During the Grantor's lifetime, the Trustee shall pay all of the net income of this Trust, and also such sums from principal as the Grantor may request, to or for the benefit of the Grantor, or as the Grantor may desire. Such payments shall be made at least _____. The Grantor may change the amount of the payments at any time by providing written notice to the Trustee. Any excess income not distributed at Grantor's death shall be added to principal at the discretion of the Trustee.

Payments During "Disability" of the Grantor. During any period that the Grantor has a "disability", the Trustee may pay to or for the benefit of the Grantor such amounts of income and principal as the Trustee believes in the Trustee's sole discretion to be required for (i) the Grantor's support, comfort and welfare, (ii) the Grantor's accustomed manner of living, or (iii) any purpose that the Trustee believes to be in the best interest of the Grantor. Furthermore, in the event of illness or other disability of Grantor, the Trustee may, in lieu of making payment of such income directly to the Grantor, use and apply for the benefit of the Grantor so much of such income and also the principal of the Trust estate for the proper care, comfort, medical or surgical attention, maintenance and support of Grantor. The Trustee, in such discretion, may pay over to any relative or legal guardian of the Grantor, all or any portion of such income or principal for any of said purposes in lieu of using and applying said funds for the benefit of Grantor.

to _____, or to the individual who accepts the guardianship of my pets, all of the net income and principal of this Trust as is necessary to provide for the care, health, maintenance, welfare and support of my pets, including but not limited to food, veterinary care and pet insurance, toys and other recreational activities, and temporary boarding and/or pet-sitting fees. In exercising such discretion, it is intended that my Trustee will maintain my pets in the same standard of health, care and welfare as I provided them, including, but not limited to these special instructions:

Without in any way limiting the discretion of my Trustee over distributions of principal and income from this trust, I declare to my Trustee that the primary purpose of this trust is to provide a warm, caring and loving environment for my pets for the remainder of their lives, including good nutrition and veterinarian care and attention. It is my intent that my pets should live out their natural lifespan and I direct my Trustee to take reasonable actions to accomplish it. Preservation of principal is not as important as these objectives. My Trustee is authorized to pay, or reimburse to my Trustee, any income taxes attributable to the Trust and other necessary expenses associated with the administration and distribution thereof. Notwithstanding the above purposes, if at any time my pets suffer from a medical or physical condition or illness and my Trustee determines, based on a written opinion of a veterinary professional who has examined any of my pets, that it would be more humane to euthanize any of my pets, then my Trustee is authorized to do so at the expense of the Pet Trust.

B. Termination And Disposition. This Trust shall terminate upon the earliest to occur of the following events: the last to die of my pets living at the time of my death, or if required by state law, twenty-one (21) years from the date of my death, or if required by state law, twenty-one (21) years from the date of my death. If termination of the Trust occurs because of the last to die of my pets, my Trustee shall, at the expense of the Trust, provide for the respectful and proper disposition of the remains of the pet named above and any other pets, pay all remaining debts and expense of the Trust, and then distribute the remaining assets of the Trust to _____, residing at _____, _____, _____.

C. Enforcement Of Trust By Third Parties. The purposes and terms of this Pet Trust may be enforced, at any time with or without court intervention by _____, or if _____ is unable or unwilling to do so, by any party appointed by a court pursuant to state laws. To this end, _____ may, but is not required to request an accounting for the funds of the Pet Trust, not more frequently than quarterly, and inspect the pets named above and any other pets and the condition of the premises where the pets named above and any other pets are kept, from time to time, and ensure that appropriate care is being provided by my Pet Caretaker. This provision shall apply even if the party granted enforcement powers is not a beneficiary of the Pet Trust. Notwithstanding the foregoing, no provision in this paragraph shall be construed to limit the rights of my Trustee and the beneficiaries to enforce the terms hereof.

TRUSTEE POWERS. The Trustee, in addition to other powers and authority granted by law or necessary or appropriate for proper administration of the Trust, shall have the following rights, powers, and authority without order of court and without notice to anyone:

Receive Assets. To receive, hold, maintain, administer, collect, invest and re-invest the trust assets, and collect and apply the income, profits, and principal of the Trust in accordance with the terms of this instrument.

Receive Additional Assets. To receive additional assets from other sources, including assets received under the Will of the Grantor or any other person.

Standard of Care. To acquire, invest, reinvest, exchange, retain, sell, and manage estate and trust assets, exercising the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of that standard, the Trustee is authorized to acquire and retain every kind of property, real, personal or

mixed, and every kind of investment, specifically including, but not by way of limitation, bonds, debentures and other corporate obligations, and stocks, preferred or common, that persons of prudence, discretion and intelligence acquire or retain for their own account, even though not otherwise a legal investment for trust funds under the laws and statutes of the United States or the state under which this instrument is administered.

Retain Assets. To retain any asset, including uninvested cash or original investments, regardless of whether it is of the kind authorized by this instrument for investment and whether it leaves a disproportionately large part of the estate or trust invested in one type of property, without regard to any legal limitations upon investments and the principals of diversification, for as long as the Trustee deems advisable.

Dispose of or Encumber Assets. To sell, option, mortgage, pledge, lease or convey real or personal property, publicly or privately, upon such terms and conditions as may appear to be proper, and to execute all instruments necessary to effect such authority.

Settle Claims. To compromise, settle, or abandon claims in favor of or against the Trust.

Manage Property. To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.

Allocate Between Principal and Income. To make allocations of charges and credits as between principal and income as in the sole discretion of the Trustee may appear to be proper.

Employ Professional Assistance. To employ and compensate counsel and other persons deemed necessary for proper administration and to delegate authority when such delegation is advantageous to the Trust.

Distribute Property. To make division or distribution in money or kind, or partly in either including disproportionate in-kind distributions, at values to be determined by the Trustee, and the Trustee's judgment shall be binding upon all interested parties.

Enter Contracts. To bind the Trust by contracts or agreements without assuming individual liability for such contracts.

Exercise Stock Ownership Rights. To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incident to ownership of any stocks, bonds or other properties of the Trust.

Duration Powers. To continue to exercise the powers provided in this Agreement after the termination of the Trust until all the assets of the Trust have been distributed.

Hold Trust Assets as a Single Fund. To hold the assets of the Trust, shares, or portions of the Trust created by this instrument as a single fund for joint investment and management, without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trust shares need only be made on the books of the Trust for accounting purposes.

Compensation. To receive reasonable compensation for the Trustee's services under this Agreement and be exonerated from and to pay all reasonable expenses and charges of the Trust.

Loans to Beneficiaries. To make loans to any trust beneficiary for the purpose of providing the beneficiary with the funds necessary to take advantage of exceptional business opportunities or to provide for the needs of the beneficiaries and their families.

Methods of Distribution. To make payments to or for the benefit of any beneficiary (specifically including any beneficiary under any legal disability) in any of the following ways: (a) directly to the beneficiary, (b) directly for the maintenance, welfare and education of the beneficiary, (c) to the legal or natural guardian of the beneficiary, or,

(d) to anyone who at the time shall have custody and care of the person of the beneficiary. The Trustee shall not be obliged to see to the application of the funds so paid, but the receipt of the person to whom the funds were paid shall be full acquittance of the Trustee.

ADDITIONAL TRUSTEE PROVISIONS. These additional provisions shall apply regarding the Trustee.

A. *Grantor as Trustee.* If at any time the Grantor is the Trustee, the Grantor may appoint a successor Trustee, to become effective immediately or upon any stated contingency, by making such designation in writing. Such designee shall become the successor Trustee upon acceptance of the terms and conditions of this Agreement.

B. *Successor Trustee.* If at any time a Trustee cannot serve because of the Trustee's disability (as previously defined), death, or other reason, _____, of _____, _____, is designated as the successor Trustee, to serve without bond. If such designee(s) is/are unable to serve for any reason, _____, of _____, _____, is designated as the alternate successor Trustee, to serve without bond.

C. *Resignation of Trustee.* Any Trustee may resign by giving written notice to the beneficiaries to whom income could then be distributed. Such resignation shall take effect on such date specified in the notice, but not earlier than thirty (30) days after the date of delivery of such written resignation unless an earlier effective date shall be agreed to by the income beneficiaries.

D. *Adult Beneficiary Rights.* If the Trustee resigns or for any reason ceases to serve as Trustee, and if the successor Trustee(s) designated by the Grantor, if any, fail or cease to serve as Trustee, then the adult beneficiaries to whom income could then be distributed, together with the adult beneficiaries to whom principal would be distributed if the Trust were then to terminate, may by majority vote in writing appoint a successor Trustee. If agreement of a majority of the beneficiaries cannot be obtained within sixty (60) days, a successor Trustee shall be appointed by the court having general jurisdiction of the Trust. Any successor Trustee appointed shall have all the rights conferred upon the original Trustee and shall be bound by the provisions of this Trust.

E. *Accounting.* The Trustee shall provide an accounting to the Beneficiary (or beneficiaries) on at least a(n) _____ basis. If a beneficiary has a "disability", the Trustee shall provide the accounting to a guardian or conservator, if any.

F. *Bond.* No bond shall be required of a Trustee unless specified otherwise in this document.

RIGHT TO DIRECT INVESTMENTS. At any time that the Trust has investments, and provided that the Grantor does not have a "disability", the Grantor may direct any Trustee to purchase, sell, or retain any trust investment.

REVOCATION OR AMENDMENT. During the Grantor's lifetime, the Grantor may revoke at any time, and/or the Grantor may amend, this Agreement by delivering to the Trustee an appropriate written revocation or amendment, signed by the Grantor. If the Trustee consents, the powers of revocation, but not the power of amendment, may be exercised by a duly appointed and acting attorney-in-fact for the Grantor for the purpose of withdrawing assets from the Trust.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of _____

PERPETUITIES SAVINGS CLAUSE. Despite any other provision of this Agreement to the contrary, the trust created by this Agreement shall terminate no later than 21 years after the death of the last surviving beneficiary of this Agreement who is living at the time of the death of the Grantor, at the end of which time distribution of all principal and all accrued, accumulated and undistributed income shall be made to the persons then entitled to distributions, in the manner and proportions herein stated free of trust.

SEVERABILITY. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the

remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

MISCELLANEOUS PROVISIONS.

Paragraph Titles and Gender. The titles given to the paragraphs of this Trust are inserted for reference purposes only and are not to be considered as forming a part of this Trust in interpreting its provisions. All words used in this Trust in any gender shall extend to and include all genders, and any singular words shall include the plural expression, and vice versa, specifically including "child" and "children", when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or number.

Thirty Day Survival Requirement. For the purposes of determining the appropriate distributions under this Trust, no person or organization shall be deemed to have survived the Grantor, unless such person or entity is also surviving (or in existence) on the thirtieth day after the date of the Grantor's death.

Common Disaster. If the Grantor and the Grantor's spouse die under circumstances such that there is no clear or convincing evidence as to the order of their deaths, or if it is difficult or impractical to determine which person survived the death of the other person, it shall, for the purpose of distribution of the Grantor's life insurance, property passing under any will or other contracts, if any, and property passing under this Trust, be conclusively presumed that the Grantor predeceased the death of the Grantor's spouse, and notwithstanding any other provision of this Trust, the Grantor's spouse (or the Grantor's spouse's estate as the case may be) shall receive the distribution to which the Grantor's spouse would otherwise be entitled to receive without regard to a survivorship requirement, if any.

Liability of Fiduciary. No fiduciary who is a natural person shall, in the absence of fraudulent conduct or bad faith, be liable individually to any beneficiary of the Grantor's Trust estate and the Grantor's Trust estate shall indemnify such natural person from any and all claims or expenses in connection with or arising out of that fiduciary's good faith actions or nonactions of the Trust, except for such actions or nonactions which constitute fraudulent conduct or bad faith. No successor Trustee shall be obliged to inquire into or be in any way accountable for the previous administration of the Trust property.

Spouse. The Grantor is married _____ and all references in this Trust to "the Grantor's spouse" are references to _____

Children. Names of the Grantor's children are:

All references in this Trust to "the Grantor's child" or "the Grantor's children" include the above child or children, and any other children born to or adopted by the Grantor after the signing of this Trust.

Signature: _____, Grantor

Signature: _____, Trustee

Schedule A

List of Assets to be Held by the Trustee

The Grantor has transferred, assigned, conveyed and delivered to the Trustee the following assets to be held, managed and distributed under the terms of this Living Trust as described above:

Name: _____

Value: \$ _____

Description: _____

SAMPLE