

This Trust Deed sets up a family trust from which the grantor's spouse and children will be paid distributions of income and principal after the grantor's death.

REVOCABLE LIVING TRUST DEED

THIS REVOCABLE LIVING TRUST DEED (the "Trust Deed") made this ____ day of _____, _____ and executed in duplicate.

BETWEEN:

[NAME OF PERSON MAKING THE TRUST]

[full address]

(hereinafter referred to as "Grantor")

- and -

[NAME OF TRUSTEE]

[full address]

(hereinafter referred to as "Trustee")

WHEREAS, Grantor is now the owner of the property (the "Property") described in Exhibit A attached hereto and incorporated by reference into this Trust Deed;

AND WHEREAS, Grantor desires to make provision for the care and management of the Property, and the collection of income derived therefrom, and the disposition of both the income and the Property in the manner hereinafter provided;

NOW THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants set forth in this Trust Deed, the parties agree as follows:

Article I - Name of Trust and Appointment of Original Trustee

The trust created hereby shall be:

" _____ [insert your name] Revocable Trust"

Tax Identification Number _____

Trustee: _____

Date: _____

Trustee shall initially serve as sole Trustee of all trusts created under this Trust Deed, with full power and authority to exercise all powers and authority herein granted.

Article II – Trust Property

1. Transfer of Property

In consideration of the acceptance by Trustee of the trust herein created, Grantor hereby conveys, transfers, assigns and delivers unto Trustee and Trustee's successors in trust and assigns, the Property, which, as held by Trustee hereunder, is herein referred to as the "Trust Estate". Trustee shall care for and manage the Trust Estate and collect the income derived therefrom, and, after the payment of all taxes and assessments thereon and all charges incidental to the management of the Trust Estate, shall dispose of the principal and net income of the Trust, all in accordance with the terms and provisions of this Trust Deed.

2. Additions to Trust Property

Additional assets and property may be transferred to this Trust during the lifetime of Grantor or after the death of Grantor; provided that Trustee's prior approval shall be required for the addition of assets other

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than those passing as a result of the death of Grantor or Grantor's spouse. Any additions to the Trust Estate shall be held, managed and distributed as an integral part of the principal thereof in accordance with the terms and provisions of this Trust Deed.

Article III – Reservation of Rights

Grantor reserves the right at any time, by written notice delivered to Trustee, to revoke the trusts hereunder, in whole or in part, or amend this Trust Deed from time to time in any manner. Trustee reserves the right to resign during the lifetime of Grantor by written notice delivered to Grantor.

Article IV – Disposition of Trust Estate During Grantor's Lifetime

During the lifetime of Grantor, Trustee may pay to Grantor the income of the Trust Estate and such portions of the principal as Grantor may from time to time instruct, or otherwise as Grantor directs. In the absence of such direction, all or any part of the income or principal of the Trust Estate may be paid to or applied for the benefit of Grantor, paid to or applied for the benefit of any dependent of Grantor for the health, education, support or maintenance of such dependent, or paid in satisfaction of any legal obligation of Grantor, as Trustee in its sole and absolute discretion shall from time to time determine.

Article V – Disposition of Trust Estate Upon Grantor's Death

Upon Grantor's death, Trustee shall firstly (i) pay all expenses of administering the Trust Estate, and (ii) pay all amounts to be paid in accordance with this Trust Deed for bequests, debts, expenses and taxes of Grantor's estate. Trustee shall then allocate any remaining Trust Property, including any property payable to Trustee as a result of Grantor's death, in accordance with the following:

1. Reference to Memorandum

The undersigned Grantor may leave a memorandum written in my handwriting and signed and dated, and located with this Trust Deed setting forth my wishes concerning the disposition of certain items of tangible personal property. I hereby request that any such memorandum be honored. I direct my Trustee to distribute the same in accordance with this Trust Deed. If no such memorandum can be located and properly identified as such by my Trustee, then it shall be conclusively presumed that no such memorandum exists.

2. Gift of Tangible Personal Property

Except as may be disposed of under the foregoing Section, I give all my tangible personal property, including, but not limited to, automobiles, household furnishings, clothing, jewelry, collectibles, and personal effects to my spouse, if s/he survives me, and if s/he does not survive me, in equal shares to my children or their surviving issue, *per stirpes*, as they may agree is appropriate. Any items remaining which my children do not desire or cannot agree on how to divide, shall be sold by my Trustee and the proceeds therefrom shall be divided equally between them.

THIS IS A 15-PAGE DOCUMENT.

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