

_____ [NAME OF TRUST] REVOCABLE LIVING TRUST

DECLARATION OF TRUST

_____ [NAME OF SETTLOR] of _____, [address],
_____ [city], _____ [state], (hereinafter referred to herein as SETTLOR), and
_____ [NAME OF TRUSTEE] of _____, [address],
_____ [city], _____ [state], (hereinafter referred to herein as TRUSTEE), (the singular term
"TRUSTEE" shall refer to multiple TRUSTEES if multiple TRUSTEES are appointed, and to any successor
TRUSTEE) in consideration of the covenants and undertakings herein contained, do hereby make this
Declaration of Trust, as of the ____ day of _____.

WITNESSETH THAT SETTLOR desires to establish a trust with the expectation and intent that this trust, as further funded by lifetime and testamentary gifts, will serve as a principal vehicle for the management and ultimate disposition of SETTLOR's estate, subject to the following terms.

**Article I
Name And Beneficiaries Of Trust**

This trust shall be known as the _____ [NAME OF TRUST] Revocable Living Trust (hereinafter referred to as the "Trust"). The beneficiaries of the Trust shall be:

**Article II
Conveyance of Property to Trustee**

SETTLOR herewith assigns and conveys to TRUSTEE, the property described in Schedule "A" hereto. All of said property, together with any income, accessions and additions herein, shall be held by TRUSTEE in trust for the purposes set forth in this Declaration of Trust.

**Article III
Revocation**

SETTLOR hereby reserves the right to amend or revoke the Trust in whole or in part at any time, by written instrument (other than a Will). Revocation shall be effective upon mailing or delivery to TRUSTEE of a notice of revocation. The property to which any revocation relates shall be conveyed to SETTLOR or as SETTLOR may otherwise direct. These rights shall be personal to SETTLOR and shall not be exercisable by any guardian or representative on SETTLOR's behalf.

**Article IV
Additional or Successor Trustees**

1. SETTLOR may from time to time name additional TRUSTEES by notice to the then existing TRUSTEES. In the event there are multiple TRUSTEES, a majority of votes shall control in any matter on which the TRUSTEES disagree. In the event that the TRUSTEES are evenly divided in the actions to be taken, the TRUSTEE with the longest tenure of service shall cast an additional vote to determine the matter.

2. A TRUSTEE may resign upon thirty (30) days prior written notice by personal delivery or registered mail to SETTLOR and to the other TRUSTEES (if any).

3. SETTLOR may remove any TRUSTEE, without cause, by delivering a signed instrument to that effect to such TRUSTEE and to the other TRUSTEES (if any). If, as a result of any resignation or removal, there would be no TRUSTEE acting or a vacancy in the office of Trustee would be deemed to exist, such resignation or removal shall not be effective until a successor TRUSTEE is appointed.

4. In the event that any TRUSTEE resigns, is removed, or is unwilling or incapable of acting, SETTLOR shall appoint a successor TRUSTEE. After SETTLOR's death, or in the event SETTLOR is incapable of appointing a successor TRUSTEE, _____ shall appoint the successor TRUSTEE.

5. Any resigning or removed TRUSTEE shall execute all instruments and do all acts desirable to vest title to the Trust Estate in any successor Trustee without court accounting.

6. The persons eligible to act as a TRUSTEE are (i) any qualified bank or trust company, or (ii) any individual who is at least _____ years of age.

Article V Withdrawals by Settlor

SETTLOR may from time to time withdraw any portion of the corpus of the Trust (whether capital or interest) by written notice to TRUSTEE. TRUSTEE shall have no further responsibility for any assets so delivered upon receipt of same by SETTLOR.

Article VI Powers of Trustee

- (a) TRUSTEE shall have the power to do all acts, institute all proceedings and exercise all rights, powers and privileges that an absolute owner of the Trust property would have, subject always to the discharge of TRUSTEE's fiduciary responsibilities.
- (b) No TRUSTEE shall be required to qualify or take an oath before any court or public official in any jurisdiction. Further, no bond or other security shall be required of any TRUSTEE in any jurisdiction. If a bond should nevertheless be required, SETTLOR waives surety thereon.
- (c) No entity dealing with TRUSTEE shall be required to investigate or to confirm TRUSTEE's authority to enter into any transaction or to administer the application of the proceeds of any transaction.

Article VII Compensation of Trustee

If TRUSTEE is an individual, then TRUSTEE shall serve without compensation for acting as TRUSTEE, but shall be reimbursed for reasonable and ordinary expenses. Nevertheless, if TRUSTEE is an attorney, he/she shall be entitled to compensation for legal services rendered to the Trust, or if an accountant, for accounting services rendered to the Trust. If TRUSTEE is a corporation or banking entity, it shall be entitled to customary, reasonable and ordinary charges and expenses incurred in rendering services to the Trust.

THIS IS AN 8-PAGE DOCUMENT.