**THE” Name” REVOCABLE LIVING TRUST**

**Dated: \_\_\_\_\_\_\_\_\_\_, 2025**

**ARTICLE I – DECLARATION OF TRUST**

I, **“ Grantor’s name”** , born **“ Date of Birth”** , residing at **“ Address”** , hereinafter referred to as the **Grantor**, hereby establish this **Revocable Living Trust** pursuant to the laws of the State of Arizona.

This Trust is created to hold, manage, and distribute my property according to the provisions set forth herein.

**ARTICLE II – NAME OF TRUST**

This Trust shall be known as:  
**The “ Name” Living Family Trust**, dated \_\_\_\_\_\_\_\_\_\_, 2025.

**ARTICLE III – REVOCABILITY**

This Trust is **revocable** by me at any time during my lifetime. I reserve the right to:

1. Amend this Trust, in whole or in part;
2. Revoke this Trust, in whole or in part;
3. Withdraw property from this Trust.

Any such action must be in writing and acknowledged before a notary public.

**ARTICLE IV – FUNDING THE TRUST**

I hereby transfer, assign, convey, and deliver to this Trust all property described in the attached **Schedule A**, together with any additional property I may designate from time to time, whether real, personal, tangible, or intangible. Such transfers may be accomplished by written assignment, deed of conveyance, bill of sale, beneficiary designation, account titling, or any other legally recognized method of transfer.

It is my express intent that all property so transferred shall immediately become part of the **Trust Estate**, to be held, administered, and distributed according to the provisions of this Trust Agreement.

For the avoidance of doubt, the validity of any transfer shall not be dependent upon its appearance in **Schedule A**. Any property conveyed or otherwise delivered to the Trustee, formally or informally, shall be deemed to be subject to this Trust even if inadvertently omitted from said Schedule.

Furthermore, all such property shall be titled in the names of the acting Trustee(s) or Successor Co-Trustees, as applicable, specifically designated as **“Co-Trustees of The “Name” Revocable Living Family Trust”**.

**ARTICLE V – TRUSTEES**

1. **Initial Trustee:** I, **“ Name”**, shall serve as Trustee of this Trust during my lifetime, with full authority to manage, sell, lease, mortgage, or encumber any Trust property.
2. **Successor Co-Trustees:**

In the event of my incapacity or death, **“Identify Successor trustees”** , shall collectively serve as Successor Co-Trustees of this Trust:

* **Co-Trustee:** “ Name”  
  Address: “ Address”   
  Driver License No.: “Number”
* **Co-Trustee:** “ Name”
* Address: “ Address”  
  Driver License No.: “Number”
* **Co-Trustee:** “ Name”  
  Address: “ Address”  
  Driver License No.: “Number”

In case of having multiple trustees All decisions of the Successor Co-Trustees shall require “ **unanimous or simple majority consent”**. If any of my children is unable or unwilling to serve, the remaining children shall continue to act as Co-Trustees.

**3. Bond:** **“Yes” or “No”** Trustee shall be required to furnish bond or other security.

**4. Compensation:** Individual family Trustees shall serve without compensation but may be reimbursed for reasonable expenses incurred in the proper administration of this Trust.

**5. Titling of Trust Property:** All transfers of property into this Trust shall be titled as follows:  
*“Name of current trustees,” as Co-Trustees of The Patwary Revocable Living Family Trust.*

**ARTICLE VI – INCAPACITY OF GRANTOR**

If I am declared incapacitated by (a) a court of competent jurisdiction or (b) two licensed physicians (one of whom must be board-certified in a specialty related to my incapacity), the Successor Co-Trustees shall assume full powers of management. Trust property shall be used for my **support, health, maintenance, and care** until recovery or death.

**ARTICLE VII – BENEFICIARIES**

1. **During My Lifetime:** I, the Grantor, am the sole beneficiary, entitled to all income, profits, and use of Trust property.
2. **After My Death:** Upon my death, and after payment of all debts, taxes, and expenses, the Trust Estate shall be **“ Describe how will the property be divided”**
3. **Minor Beneficiaries:** If any share passes to a minor, the Trustees shall retain and manage such share for the minor’s benefit until age **18**, with discretionary distributions allowed earlier for health, education, support, or maintenance”. “Or explain other wise”

**ARTICLE VIII – ORDER OF DEATH**

If I and any of my children die simultaneously or within **30 days** of each other, it shall be deemed for purposes of this Trust that I predeceased them, unless otherwise required by law.

**ARTICLE IX – SPENDTHRIFT PROVISION**

1. **Restriction on Transfer and Assignment: “if assignment of interest is prohibited, use the language below:”**  
   No interest of any beneficiary in the income or principal of this Trust shall be subject to voluntary or involuntary assignment, transfer, anticipation, pledge, hypothecation, alienation, or encumbrance of any kind. Any attempt by a beneficiary to do so shall be void and of no effect.

“If assignment is not prohibited, revise the language”

1. **Protection from Creditors:**  
   No such interest shall be subject to attachment, levy, garnishment, execution, bankruptcy proceedings, insolvency laws, or any other legal or equitable process, nor shall such interest be liable for or subject to the debts, liabilities, contracts, torts, alimony, child support, maintenance, or obligations of any beneficiary, whether now existing or hereafter incurred.
2. **Ex-Spouses and Domestic Relations Orders:**  
   No interest of a beneficiary shall be transferable, assignable, or subject to any claim arising from divorce, separation, annulment, or other domestic relations proceedings, including but not limited to any Qualified Domestic Relations Orders (QDROs) or similar claims.
3. **Trustee’s Discretion:**  
   Notwithstanding the foregoing, the Trustee shall have discretion to make distributions directly to or for the benefit of a beneficiary, even if such distributions may incidentally benefit a creditor or third party. However, no distribution shall be subject to the direction, compulsion, or order of any creditor, court, or governmental authority, except as expressly required by federal law.
4. **Spendthrift Intent:**  
   It is the express intent of the Grantor that this Spendthrift Provision be construed broadly to provide the **maximum protection allowed under the laws of the State of Arizona**, and that no beneficiary shall ever be compelled by any court or creditor to exercise any right, power, or privilege under this Trust for the benefit of any creditor or third party.
5. **Exception for Trustee Duties:**  
   Nothing in this Article shall restrict the Trustee’s obligation to comply with applicable tax laws or to make distributions required under federal or state law, but in all other respects the Trustee shall honor this Spendthrift restriction.

**ARTICLE X – DISTRIBUTIONS**

1. **Discretionary Distributions:** After my death, Successor Trustees may distribute income or principal to beneficiaries only by “unanimous” or “simple majority agreement”.
2. **In-Kind Distributions:** Trustees may distribute property in cash or in-kind, so long as each beneficiary receives substantially equal value.

**ARTICLE XI – TRUSTEE POWERS**

In addition to all powers conferred upon trustees under the **Arizona Revised Statutes, Title 14 – Trusts, Estates, and Protective Proceedings**, as now in force or as later amended, the Trustee shall have full authority to manage and administer the Trust Estate, including but not limited to the following powers:

1. **Sale, Lease, and Encumbrance of Property:**  
   To sell, convey, transfer, exchange, lease (with or without option to purchase), mortgage, pledge, or otherwise encumber any real or personal property of the Trust, publicly or privately, for such consideration and on such terms as the Trustee deems advisable.
2. **Investment and Reinvestment:**  
   To retain, invest, and reinvest Trust assets without regard to diversification, risk, or statutory “prudent investor” standards, including the authority to invest in real estate, partnerships, mutual funds, stocks, bonds, private securities, business ventures, limited liability companies, and any other lawful investments.
3. **Borrowing and Lending:**  
   To borrow money from any person or institution, secured or unsecured, and to mortgage or pledge Trust assets as security; to lend money to any person or entity, including beneficiaries, upon such terms as the Trustee deems appropriate.
4. **Claims and Litigation:**  
   To settle, compromise, arbitrate, or release claims in favor of or against the Trust; to institute or defend lawsuits or administrative proceedings; and to pay judgments, settlements, or awards out of the Trust Estate.
5. **Retention of Property:**  
   To retain any property received by the Trust, whether or not such property would ordinarily be considered a prudent investment, including closely held businesses, real estate, family assets, and tangible personal property.
6. **Management of Real Estate:**  
   To maintain, repair, improve, develop, subdivide, or abandon Trust real estate; to construct, demolish, or alter improvements; to dedicate easements, roads, or rights-of-way; and to pay all taxes, assessments, insurance premiums, and expenses related thereto.
7. **Business Interests:**  
   To hold, operate, reorganize, incorporate, merge, liquidate, or sell any business or business interest owned by the Trust; to act as a partner, member, or shareholder in any business entity; and to delegate day-to-day management to officers, agents, or managers.
8. **Banking and Financial Transactions:**  
   To open and maintain checking, savings, brokerage, and investment accounts; to deposit, withdraw, endorse, or transfer funds; and to utilize electronic banking and financial services.
9. **Securities and Investments:**  
   To vote stocks, exercise stock options, subscribe for additional shares, participate in mergers or reorganizations, and to hold securities in nominee or street name without disclosing fiduciary capacity.
10. **Employment of Agents and Professionals:**  
    To employ and compensate attorneys, accountants, investment advisors, realtors, appraisers, property managers, and other professionals as necessary, and to rely in good faith on their advice.
11. **Insurance:**  
    To insure Trust property against loss or liability, and to obtain liability or indemnity insurance for the Trustee.
12. **Tax Matters:**  
    To prepare and file all tax returns, pay all taxes, and employ accountants or tax counsel; to make elections under state or federal tax law on behalf of the Trust or any beneficiary.
13. **Distributions:**  
    To make distributions of income or principal in cash or in kind, pro rata or non-pro rata, based on current fair market values, and to allocate assets among beneficiaries in a manner consistent with the purposes of this Trust.
14. **Delegation of Duties:**  
    To delegate authority in accordance with ARS §14-10807, including the ability to hire investment managers or custodians, provided the Trustee exercises reasonable care in selecting and monitoring such agents.
15. **Miscellaneous Powers:**  
    To execute contracts, deeds, bills of sale, notes, or other instruments; to incorporate Trust assets into entities; to join with other owners in transactions; and to take any actions necessary or appropriate for the proper administration of the Trust.

**ARTICLE XII – ACCOUNTING**

The Trustees shall maintain accurate records and provide an accounting to beneficiaries upon reasonable written request, but not more than once annually.

**ARTICLE XIII – TAX PROVISIONS**

1. **Grantor Trust Status During Lifetime:**  
   This Trust is intended to qualify as a **grantor trust** within the meaning of Sections 671–679 of the Internal Revenue Code, as amended, and corresponding provisions of Arizona state law. Accordingly, during my lifetime, I shall be treated as the owner of the Trust for all income tax purposes, and all income, deductions, and credits attributable to the Trust shall be reported under my personal income tax returns.
2. **Use of Grantor’s Tax Identification Number:**  
   During my lifetime, the Trust shall use my Social Security Number as its taxpayer identification number for reporting purposes.
3. **Post-Death Tax Status:**  
   Upon my death, this Trust shall cease to be a grantor trust and shall be treated as a **separate taxable entity** for both federal and state income tax purposes. The Trustee shall obtain a separate federal employer identification number (EIN) for the Trust and file annual fiduciary income tax returns (IRS Form 1041 and any state equivalent) as required by law.
4. **Allocation of Taxes:**  
   All taxes, including income, estate, inheritance, generation-skipping transfer (GST), and other similar taxes imposed by federal, state, or local law, shall be allocated and paid from the Trust Estate in accordance with the provisions of this Trust, applicable law, or in the discretion of the Trustee where permitted.
5. **Trustee’s Tax Powers:**  
   The Trustee shall have the authority to:

* Make, amend, or revoke any tax elections permitted under federal or state law;
* Employ certified public accountants or tax counsel for the preparation of returns;
* Allocate receipts and disbursements between income and principal for tax purposes;
* Distribute income or principal to beneficiaries in such a manner as to minimize overall taxes, provided such distributions are consistent with the purposes of this Trust.

1. **Grantor’s Intent:**  
   It is my express intent that this Trust be interpreted and administered so as to ensure compliance with all applicable tax laws, while providing maximum tax efficiency for the Grantor during life and for the beneficiaries after death.

**ARTICLE XIV – NO CONTEST CLAUSE**

If any beneficiary contests this Trust or any of its provisions in court, and such contest is unsuccessful, that beneficiary shall forfeit his or her share, which shall be divided equally among the remaining beneficiaries.

**ARTICLE XV – CERTIFICATION OF TRUST**

The Trustees are authorized to provide a **Certification of Trust** to third parties (banks, title companies, etc.), in lieu of providing the entire Trust Agreement, pursuant to **ARS §14-11013**. Such certification shall be binding on all parties relying on it.

**ARTICLE XVI – GOVERNING LAW**

This Trust shall be governed by and construed in accordance with the laws of the **State of Arizona**.

**ARTICLE XVII – SEVERABILITY**

If any provision of this Trust is held invalid, the remaining provisions shall remain in full force and effect.

**ARTICLE XVIII – EXECUTION**

**IN WITNESS WHEREOF**, I, **“ Grantor’s name”**, the Grantor, have executed this Trust on the date first written above.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  
**“ Grantor’s name”**  
Grantor & Trustee

**WITNESSES**

We, the undersigned witnesses, declare that **“ Grantor’s name”**, whom we know personally, executed this Trust in our presence, and appeared to be of sound mind and free from duress.

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

State of Arizona )  
County of \_\_\_\_\_\_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2025, before me, the undersigned Notary Public, personally appeared **“ Grantor’s name”**, known to me (or satisfactorily proven) to be the person whose name is subscribed to this Trust, and acknowledged that he executed the same for the purposes stated herein.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  
Notary Public  
My Commission Expires: \_\_\_\_\_\_\_\_\_\_

**SELF-PROVING AFFIDAVIT**

**State of Arizona** )  
**County of \_\_\_\_\_\_\_\_\_\_** )

We, the undersigned, being duly sworn, do hereby declare under oath as follows:

1. **Execution of Trust:** The Grantor, **“ Grantor’s name”**, whose signature appears below, declared to us that the attached instrument is his Revocable Living Trust, and that he signed it willingly, as his free and voluntary act, for the purposes expressed therein.
2. **Witness Attestation:** We, the undersigned witnesses, in the presence and hearing of the Grantor, and at his request, hereby subscribe our names to this instrument as witnesses. We declare that the Grantor appeared to us to be over eighteen (18) years of age, of sound mind, and not acting under duress, fraud, or undue influence.
3. **Notarial Acknowledgment:** This affidavit is made for the purpose of establishing that this Trust was duly executed in compliance with the laws of the State of Arizona and may be admitted into evidence without further proof.

**Grantor:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**“ Grantor’s name”**, Grantor

**Witnesses:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Notary Public: “ Grantor’s name”Shah Alam Patwary**, Grantor, and by the above-named witnesses, this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2025.

Notary Public: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.   
My Commission Expires: \_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGMENT AND ACCEPTANCE BY SUCCESSOR CO-TRUSTEES**

We, the undersigned Successor Co-Trustees, hereby acknowledge our appointment under this Trust and agree to serve jointly, to act by unanimous consent as required by the Trust, and to faithfully administer the Trust according to its terms and Arizona law.

**Successor Co-Trustees:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**“Successor Co-Trustee’s name”**  
Date: \_\_\_\_\_\_\_\_\_\_

**NOTARY ACKNOWLEDGMENTS**

**Co-Trustees’ Acknowledgment**  
State of Arizona )  
County of \_\_\_\_\_\_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2025, before me, the undersigned Notary Public, personally appeared **“Successor Co-Trustee’s name”** , known to me (or satisfactorily proven) to be the persons whose names are subscribed to this instrument, and each acknowledged that they executed the same for the purposes stated herein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Notary Public  
My Commission Expires: \_\_\_\_\_\_\_\_\_\_

**“Repeat This section in case of multiple co trustees”**

**SCHEDULE A – INITIAL TRUST PROPERTY**

“ Legal Description of the property/ies”