**THE [SETTLOR NAME] TRUST**

**TRUST AGREEMENT**

THIS DECLARATION OF TRUST, pursuant to and governed by this TRUST AGREEMENT (the "Trust Agreement" or the "Agreement") is made and entered into on the date signed below by and between **[SETTLOR NAME]** as Settlor (the “Settlor”) and Fortress Trust LLC (“Fortress”), a Nevada chartered trust company, as Trustee (“Trustee”).

WITNESSETH: The Settlor is hereby creating a trust with Nevada situs, and appointing Fortress as trustee to hold and administer the trust in accordance with the provisions of this Trust Agreement and the laws and regulations of the State of Nevada. Accordingly, the Settlor has contributed to the trust the initial assets listed on the attached Schedule "A". These assets, together with any other assets which may hereafter be contributed to the trust shall be held and administered by the Trustee (collectively, the "Trust Assets").

**ARTICLE I**

**IDENTIFICATION**

**A. Title of Trust.** This Trust shall be known as the “**[SETTLOR NAME]** Revocable Trust” ("Trust"). This Trust Agreement may be revoked, modified, amended, and restated at any time as set forth herein.

**ARTICLE II  
REVOCABLE TRUST**

**A. Revocability by Trust Protector.** The Trust Protector has the power from time to time by a duly acknowledged, written instrument, to alter, amend, modify, restate, revoke, or terminate any of the provisions of this Trust Agreement. The Trust Protector must provide notice of any such alteration, amendment, modification, restatement, revocation, or termination to the Trustee, as provided herein.

**B. Distributions During Settlor's Lifetime.** During the life of the Settlor, the Trustee as fiduciary may hold, manage, sell, exchange, invest, and reinvest the Trust Assets, collect all income, and, after deducting such expenses as are properly payable, shall accumulate the income and principal for the benefit of Beneficiaries as herein provided. The Trustee may distribute income and/or principal of the Trust to Beneficiaries in such amounts and in such a manner as the Distribution Committee may at any time direct. Trustee shall be indemnified and shall not be held liable for acting in accordance with the Distribution Committee’s directives.

**C. Termination.** The Trust created by this Agreement may be terminated upon the revocation of the Trust by the Trust Protector or legally appointed representatives of the estate.

**D. Beneficiaries.** The Beneficiary/Beneficiaries of this Trust as of the date of formation is/are: <Grantor>. The Trust Protector may add, remove, or amend any beneficiaries of this Trust at its discretion, including without limitation the ability to designate proportional interests in any, all or specific assets and property contained in the Trust. Furthermore, the Distribution Committee may direct distributions to any Beneficiary, or to any third-party, at their discretion and without necessity of adhering to proportional rights or interests in any assets that any Beneficiary may otherwise have an interest in or desire to claim.

**ARTICLE III**

**DISTRIBUTIONS UPON TERMINATION**

Following a termination of this Trust, the Trustee shall make the following distributions:

**A. Fees Due to Trustee and Related Service Providers.** The Trustee shall first make payments sufficient to cover outstanding and reasonably foreseeable professional fees due to the Trustee, accountants, attorneys, brokers, exchanges, banks, and other professionals who provided services to the Trust.

**B. Remainder.** The Trustee shall distribute the remaining income and principal of the Trust as directed by the Distribution Committee or to the Beneficiaries

**ARTICLE IV  
TRUSTEE PROVISIONS**

**A. Successor Trustees.** In the event of the Settlor's death or dissolution, or if the Settlor becomes legally Incapacitated, a majority of the beneficiaries of the Trust shall have the power to appoint a successor trustee by written instrument. Unless and until a Successor Trustee is named, the Trustee shall continue to operate the Trust for the benefit of the Beneficiaries.

**B. Removal of Trustee by Trust Protector.** The Trust Protector, as defined below, may at any time remove the Trustee, with or without cause, and may appoint a successor trustee as permitted by applicable Nevada regulations.

**C. Resignation of Trustee.** Trustee may resign at any time by giving 30-days’ notice to the Trust Protector. Upon resignation, the Trust Protector may appoint a qualified trustee to serve as trustee of the Trust (“Successor Trustee”). If the Trust Protector fails to appoint and engage a Successor Trustee then this Trust shall terminate and all assets will be distributed in accordance with Article III above.

**D. Acceptance of Trusteeship.** A Successor Trustee may accept the Trusteeship by giving notice of acceptance to the then-current Trustee.

**E. Expenses and Commissions.** The Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with such Trustee's duties, including its engagement of accounting, legal, brokerage and other professionals in fulfilling its obligations under this Trust and as may be required by federal and state laws and/or regulations. The parties agree that the Trustee shall be entitled to fair and reasonable compensation for services rendered.

**ARTICLE V**

**ADMINISTRATIVE PROVISIONS**

**A. Notices.** Any notice required or otherwise sent to the Trust Protector, the Distribution Committee, the Investment Committee, or any beneficiary pursuant to the terms of this Trust Agreement may be sent via electronic means, generally email but also via API webhooks, system alerts on web or mobile applications, and SMS or other forms of text communications. Such notices may come from the Trustee directly or via technology integrations of third-party technology service providers.

**B. Property, Books of Account, and Records.** All properties, books of account, and records of this Trust shall be made available for inspection at all times during normal business hours to the Trust Protector or to any person designated by the Trust Protector.

**ARTICLE VI**

**TRUSTEE POWERS**

**A. Powers.** Trustee shall have all powers conferred upon Trustees under the laws and regulations of the State of Nevada, both by statute and by the decisions of the courts, as such laws may presently or hereafter exist, in addition to the following powers, exercisable in the discretion of the Trustee:

1. to retain and hold in custody, whether omnibus or segregated at Trustees discretion, at locations and in a manner as it determines, for any period of time without limitation, and without liability for loss or depreciation in value, all assets the form the Trust property;
2. to, if and when directed by the Investment Committee, buy or sell bonds, common or preferred stocks, private securities, digital assets, notes, real estate mortgages, common trust funds, shares of regulated investment companies, partnership interests, or other securities or property, real or personal, including partial interests, such as life estates, term or remainder interests, without being limited by any statute or rule of law governing investments of assets in a trust;
3. to exercise by general or limited proxy all voting and other rights, powers, and privileges and to take all steps to realize all benefits with respect to stocks or other securities; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation;
4. to cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustee, in the name of a nominee, or in unregistered form;
5. to pay all expenses incurred in the administration of the Trust, including reasonable compensation to Trustee, and to employ and pay reasonable compensation to accountants, depositories, investment counsel, brokers, attorneys, agents and other professionals who provide services to the Trust;
6. to deal with the fiduciary or fiduciaries of any other trust, even though the Trustee is also the fiduciary or one of the fiduciaries of other trusts;
7. to compromise or abandon any claim in favor of or against the Trust;
8. to receive any assets, in a form acceptable to Trustee in its sole discretion, contributed to this Trust;
9. to execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the Trust and the assets therein and containing provisions excluding Trustee liability; and
10. to perform other acts necessary or appropriate for the proper administration of the Trust, execute and deliver necessary instruments, and give full receipts and discharges.

**ARTICLE VII.**

**TRUST PROTECTOR**

**(A) Original Protector.** Settlor shall act as the first Protector of this Trust. A Protector may resign by delivering a written resignation to the Trustee or to the person then having the power to appoint a successor Protector as provided in Paragraph (B) below.

**(B) Successor Protector.** In the event of disability, death or resignation of a Protector then the Beneficiaries of the Trust shall appoint a successor Protector and the appointment shall be effective when the document or certified copy thereof is received by the Trustee. A successor Protector may be appointed in advance to take effect at the time or contingent upon any event or lapse of time by the person or entity entitled to make such appointment in the manner provided immediately above.

**(C) Vacancy.** If at any time there is no Protector and the Persons authorized to appoint successor Protectors fail to do so within thirty (30) days, then the Trustee shall permanently and unalterably assume the powers of Protector. Any appointment so made under this power shall have effect in all respects as if it had been duly made under Paragraph (B) immediately above.

**(D) Powers of the Trust Protector.** The Protector shall have the following powers:

1. Declare that one or more persons or objects, whether or not then born or ascertained, either permanently or for such shorter period or periods shall be Beneficiaries;
2. Declare that one or more persons or objects, whether or not then born or ascertained, either permanently or for such shorter period or periods shall no longer be Beneficiaries;
3. Appoint members of the Distribution Committee.
4. Appoint members of the Investment Committee;
5. Terminate the current Trustee and appoint a new trustee, including changing the Situs of the Trust; and
6. Terminate the Trust and trigger distribution of assets and other property as may be contained therein.

**(E) Waiver of Power.** The Protector may from time to time by written notice to, and subsequent written acceptance by the Trustee waive any power generally or with respect to any particular act and either permanently or for such time as shall be specified in the notice.

**(F) Committee of Trust Protectors.** The Protector may, in the Protector's sole discretion, from time to time or at any time, determine that the position of Protector may be composed of a Committee of Trust Protectors comprised by persons as the Protector may choose, or the Protector may otherwise set forth in written rules and regulations which shall govern the Committee. In no event shall such rules and regulations be inconsistent with or otherwise amend, revoke or change any other term, provision or discretion of this Trust.

**(G) Reimbursement of Expenses of Protector**. Each Protector shall be entitled to be reimbursed, or to receive in advance, from the Trust Fund all expenses reasonably and necessarily incurred in performing his, her or its duties hereunder, or under any trust created hereunder.

**(H) Actions of Protector.**

(i) Any corporate Protector shall have the power and authority to act by and through its duly appointed and proper officers or directors.

(ii) Any Protector that is a limited liability company or limited partnership shall have the power and authority to act by or through its manager(s) or partner(s), respectively.

**(I) Protection of Trust Protector.**

(i) No Protector nor any officers, employees or agents of any Protector or advisor shall be liable for any loss to the Trust Fund arising in consequence of the failure, depreciation or loss of any investments made in good faith or by reason of any mistake or omission made in good faith or by reason of any other matter or thing except actual fraud on the part of the Person who is sought to be made liable. Additionally, the Trust hereby indemnifies and holds all Protectors, or any officers, employees or agents of any Protector or advisors harmless from any damages or loss, including all attorney's fees, claims, costs, judgments or any other type of loss or expenditure, which they may incur as a result of their association with the Trust in their capacities as Protectors or advisors to the Trust and any such losses shall be paid from the Trust Fund. The Trust shall have no duty to indemnity or hold harmless those advisors or Protectors who commit actual fraud in relation to their activities or involvement with the Trust.

(ii) No Protector shall be liable for any loss arising by reason or any improper investment made in good faith or the retention of any improper investment or any failure to see to the insurance of or preservation of any chattels or the making or revising of any inventory thereof or for the negligence or fraud of any agent employed by the Protector (although the employment was not strictly necessary) or by reason of any other matter or thing whatsoever except actual fraud on the part of the Protector who is sought to be made liable.

**ARTICLE VIII.**

**DISTRIBUTION COMMITTEE**

(A) The Trust shall have a Distribution Committee (“Distribution Committee”) as provided herein. The Distribution Committee shall make decisions regarding distributions of Trust Property to Beneficiaries and/or other persons.

(B) At formation of this Trust the Investment Committee is comprised of <Grantor>, and may be changed at the discretion of the Trust Protector. If comprised of more than one person then the Trust Protector shall designate a member of the Distribution Committee to serve as Chair of the Committee.

(C) The Distribution Committee meets on an ad hoc basis as needed as may be necessary and appropriate to fulfill the responsibilities described above. Meetings may be requested by any Committee member and are decided upon and convened by the Committee Chair. The Chair or any appointed member will communicate distribution decisions (directives) to the Trustee, who will fulfill them in such a time and manner as it determines in the Trustee’s sole and absolute discretion. The Trustee, as fiduciary, may refuse to act upon any directive, or may at its discretion modify a directive, but shall have absolutely no liability for such refusals to act or for any modifications it may make.

(D) The Trustee shall have no liability for any directives of the Distribution Committee.

**ARTICLE IX**

**INVESTMENT COMMITTEE**

Investment Committee. The Trust shall have an Investment Committee ("Investment Committee") as provided herein. The Investment Committee shall assist the Trustee in fulfilling its responsibilities to oversee the Trust's investments and associated expenses.

**A. Key Responsibilities**: Specifically, the Investment Committee shall,

1. Review and decide upon the investment policies, objectives, risk tolerances, time horizons and strategies for the Trust;
2. Decide upon asset allocations, monitoring of investments, liquidity requirements and risk analysis;
3. Review, monitor and direct the employment of third-party brokers, registered investment advisors, or certified financial planners to directly manage Trust assets, including acting as sub-custodians of the Trustee for assets of the Trust;
4. Make determinations of specific investment opportunities; and,
5. Review and take such actions as needed to support the investment goals and objectives of the Trust.
6. The Trustee shall reasonably execute the directives of the Investment Committee, but shall under no circumstances have any associated liability or be held accountable or liable for any losses regardless of reason, including but not limited to market movement, theft by or through sub-custodians appointed by the Investment Committee, fraud, failure of due diligence or misrepresentations made, delays in executing orders, miscommunication, or lack of reasonable clarity of communications. The Trustee may or may not review investment directives, may or may not review due diligence materials, and may in its sole discretion refuse a direction or take such actions as it deems in the Trust’s best interest as fiduciary, but under no circumstances is it required to review investments or take any actions and shall not be held liable for acting upon directives from the Investment Committee.

**B. Composition and Terms.** At formation of this Trust the Investment Committee is comprised of <Grantor>, and may be changed at the discretion of the Trust Protector. If comprised of more than one person then the Trust Protector shall designate a member of the Investment Committee to serve as Chair of the Committee.

**C. Meetings.** The Investment Committee meets on an ad hoc basis as needed as may be necessary and appropriate to fulfill the responsibilities described above. Meetings may be requested by any Committee member and are decided upon and convened by the Committee Chair. The Chair or the appointed member will communicate investment decisions (directives) to the Trustee or to other third-party professionals employed by the Trust to manage investments. The Trustee shall have no required participation in meetings of the Investment Committee and no responsibility for decisions made by the Investment Committee, nor for any inappropriate or non-sanctioned directives given to the Trustee by any member thereof.

**ARTICLE X**

**MISCELLANEOUS PROVISIONS**

**A. Additions to Trust.** Any person, including but not limited to the Settlor and/or Beneficiaries may at any time grant, transfer, or convey, either by inter vivos transfer or by last will and testament, to the Trustee such additional assets as they desire to become a part of this Trust and, subject to acceptance by the Trustee, such additional contributed assets shall become part of the Trust corpus and shall thereafter be held, and administered by the Trustee in accordance with the provisions of this Trust Agreement.

**B. Spendthrift Provisions.** After the death of the Settlor, each trust created by this Trust Agreement shall be a spendthrift trust to the fullest extent allowed by law. Prior to the actual receipt of trust property by any beneficiary, no property (income or principal) distributable under any trust created by this Trust Agreement shall, voluntarily or involuntarily, be subject to anticipation or assignment by any beneficiary, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be void.

**C. Situs and Governing Law. Venue. Arbitration.** The situs of this Trust is Nevada. All issues and proceedings regarding the construction, validity, and administration of this Trust and this Trust Agreement shall be controlled by the laws and regulations of the State of Nevada, with venue in Clark County, Nevada. Furthermore, the parties hereby agree that any and all disputes or claims shall be settled by arbitration, according to the rules of the Judicial Arbitration and Mediations Services, Inc (“JAMS”) in Clark County, Nevada and any award by the arbitrator shall be binding and enforceable in any court of law, and the Arbitrator may award reasonable attorney’s fees to the prevailing party

**D. Severability.** If any clause or term of this Trust Agreement is held to be unenforceable or invalid as a matter of law, all other provisions of this Trust Agreement shall remain in effect to the fullest extent permissible under the governing law of this Trust Agreement.

**E. Counterparts; Electronic Signature.** This Trust Agreement may be executed by electronic signature, in multiple counterpart originals, and the counterparts shall all constitute a single, original instrument.

**F. Address.** The legal address of the **[SETTLOR NAME] Revocable Trust** is 10801 W Charleston Blvd, Suite 440, Las Vegas, NV 89135. The address may be changed at the discretion of the Trustee.

**IN WITNESS WHEREOF**, the Settlor has declared and formed this Trust with Fortress as the Trustee on <DATE>.

**FORTRESS TRUST LLC**, Trustee

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Tony Botticella

Title: Chief Trust Officer

**SETTLOR:**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: **[SETTLOR NAME]**

Title (if Settlor is not an individual):

**SCHEDULE A**

**INITIAL TRUST PROPERTY**

The assets being contributed to this Trust at formation include: <specify>