

Form 5: Trust Agreement

It is declared that this Trust Agreement has been made and executed on this _____ day of _____, 20____,
between _____(the "Settlor")
_____(Settlor's address)
and _____(the "Trustee")
_____(Trustee's address)
according to the following terms and conditions:

- 1. (a)** The property listed below is transferred by the Settlor to the Trustee, and the Trustee's successor in trust, subject to the terms, conditions, and purposes set forth herein:

(b) The property listed above and any other property that the Trustee may acquire pursuant to this Agreement (hereinafter "Trust Property"), shall be held, administered and distributed by the Trustee in accordance with the provisions of this Trust Agreement.
- 2.** The Settlor may revoke or amend this Trust Agreement in writing at any time during his/her lifetime; except as provided by the following terms and conditions:
- 3.** The Trustee shall pay and distribute the net income from this trust during the lifetime of the Settlor to the following beneficiary or beneficiaries and pursuant to the following terms:
- 4.** Upon the death of the Settlor, the Trustee shall pay and distribute the net income from this trust and the Trust Property to the following beneficiary or beneficiaries and pursuant to the following terms:

5. The interests of the beneficiaries in the Trust Property and trust income shall not be subject to the claims of their creditors or any other party by way of garnishment, attachment, or any other legal process, and shall not be transferred or encumbered. Any such transfer or encumbrance shall be null and void.
6. The Trustee shall have the power pursuant to this Trust Agreement to hold, manage, operate, lease, sell, exchange, convey, repair, insure, protect, and invest the Trust Property and to collect the trust income and to employ other's assistance, all in the Trustee's best judgment and discretion.
7. In the event of death, resignation or other incapacity of the Trustee first named herein, the following person, persons or entity shall serve as the Trustee pursuant to this Trust Agreement:
8. The Trustee shall be entitled to receive reasonable and just compensation, or be paid as otherwise provided by agreement, for the Trustee's services, and shall be reimbursed for all reasonable expenses incurred in managing the Trust Property. The Trustee shall not be required to post a bond in any state for the exercise of the Trustee's duties pursuant to this Trust Agreement.
9. If any estate, inheritance, or transfer taxes are assessed against the Trust Property, the Trustee shall pay such taxes from the Trust Property.
10. No trust established herein shall continue for more than 21 years after the death of the last survivor of the Settlor or any beneficiary named herein. At the expiration of such period any Trust property remaining shall be immediately distributed as follows:
11. This Trust Agreement has been made in and shall be interpreted and administered in accordance with the laws of the State of _____.

Settlor and Trustee, intending to be legally bound, have signed this Agreement on the date first indicated above.

Settlor's Signature

Trustee's Signature

Subscribed and sworn to before me on this ____ day of _____, 20____.

Notary