**TREASURYDAO**

**REVOCABLE LIVING TRUST AGREEMENT**

DECEMBER 20, 2021

**TREASURYDAO**

**REVOCABLE LIVING TRUST AGREEMENT**

*[CITY, STATE]*

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**GRANTOR**

**[INDIVIDUAL], by and through his limited liability company, [ENTITY]** (hereinafter “***Grantor***”), hereby establishes a Trust upon the conditions and for the purposes hereafter set forth and as of the date this document is executed by the ***Grantor***.

This Revocable Living Trust Agreement shall contain the ***Grantor’s*** wishes and directions regarding purpose outlined herein unless further amended in writing. No reference to the original Trust documents shall be required to execute the terms of this Trust.

**ARTICLE I**

*Lifetime Rights and Appointment of co-Trustees*

This Trust is specifically set up to provide financial resources and economic support for the beneficiary named below. ***Grantor*** has deemed it appropriate to provide for the beneficiary and hereby establishes the Trust primarily to achieve those goals. The ***Trustee*** shall be empowered and directed to do the following:

1. Make any payment of income or principal of this Trust as ***Grantor*** may from time to time direct;
2. Pay or apply such part or all of the income and principal of this Trust as Grantor or the co-Trustees may deem necessary to fulfill the goals of the Trust;
3. Take any other action that ***Grantor*** may deem necessary for the goals and aims of the Trust.
4. The initial Trustee **[INDIVIDUAL]**, who shall serve for as long as ***Grantor*** deems necessary.

**ARTICLE II**

*Beneficiaries*

The beneficiaries of the Trust shall be:

**1. [INDIVIDUAL], and**

**2. [INDIVIDUAL]**

Any time that neither beneficiary is no longer living than all assets of the Trust shall revert to the ***Grantor***.

**ARTICLE III**

*Assets and Property Allocations*

SECTION 1: Option to fund the Trust

It is intended that the ***Grantor*** will fund the Trust with sufficient resources necessary to carry out the purpose of the Trust, which shall include, but are not limited to providing sufficient funding to allow beneficiaries to pay for the basic necessities of life.

SECTION 2: Death of the ***Grantor***

If the ***Grantor*** dies while the Trust is still operational and valid then the roles, duties and rights of the ***Grantor*** shall pass to the Trustee. It is not anticipated that the Trust shall generate any income or have any discernible assets that would require a plan for distribution in this founding document. Any assets that are in the possession of the Trust shall pass to the Beneficiaries and the Trustee shall determine the use of any assets held by the Trust at the time of the demise of the *Grantor*.

**ARTICLE IV**

*Fiduciary Powers of Trustee*

***Grantor*** hereby grants the ***Trustee*** (and any successor Trustee or co-Trustee) the authority and power to exercise, in his or her sole discretion and without court order, in respect of any property forming part of any Trust created under this agreement or otherwise in its possession hereunder, all powers conferred by law upon ***Trustee***, or expressed in this agreement, and we intend that the powers so granted be construed in the broadest possible manner. In addition, the ***Trustee*** shall also have the power, authority and discretion hereinafter set forth:

1. To take any action necessary to manage and operate *the Trust*: To make any decision he/she deems necessary to manage and operate *the Trust* or any other entity deemed appropriate and necessary by the ***Grantors*** to carry out the purpose of the Trust.
2. Transactions Between Related Entities: To transfer or move assets of any entity established or created by this Trust, as Executor or Trustee or any other Trust or estate, to fulfill the goals and purposes of the Trust.
3. Court Accounting and Bond Excused: The ***Trustee*** shall not be required to qualify, to make or file any inventory, appraisal, account or report to any court or to give bond while he/she serves as co-Trustee.
4. Withholding for Taxes: To withhold distribution of any amount of property sufficient, in his/her sole judgment, to cover any liability that may be imposed on the Trustee for taxes until such liability is finally determined and paid.
5. The ***Trustee*** shall not be personally liable to any ***Grantor*** or beneficiary or other party interested in this Trust, or to any third parties, for any claim against the Trust for any action undertaken by the Trust to achieve the purpose of the Trust; provided that the Trustee shall not be excused from liability for his/her own wrongful or willful acts.
6. The Trust and the ***Grantor*** shall indemnify and hold harmless ***Trustee*** for any action taken by ***Trustee*** on behalf of the Trust and at the direction of ***Grantor*** in good faith in the event any other entity or third party files a claim or suit naming ***Trustee***.
7. Miscellaneous Powers:
8. To consent to the reorganization, consolidation, merger, liquidation, readjustment or other change in any corporation, company or association;
9. To compromise, settle, arbitrate, or defend any claim or demand in favor of or against the Trust;
10. To incur and pay the ordinary and necessary expenses of administration, including but not limited to reasonable attorneys’ fees, accounting fees, investment fees, etc.
11. To act through an agent or attorney-in-fact, by and under any power duly executed by any the ***Trustee***, to the extent permitted by law;
12. The creation of any business entity, including a corporation, for any purpose deemed appropriate by the ***Trustee***, including the retention of experts and professionals to assist in the formation and management of the corporation;
13. The creation of any banking account, payroll account, or other financial account deemed necessary by the ***Trustee*** to manage the affairs of the Trust or an entity controlled by the Trust;
14. The ***Trustee*** may freely act under all or any of the powers by this agreement given to him in all matters concerning the Trust, after forming their judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the Trust and the beneficiaries, without the necessity of obtaining the consent or permission of any interested person, or the consent or approval of any court.

**ARTICLE VI**

*Additional Property*

***Grantor*** reserves the right to establish or add to the corpus of the Trust, and any property added shall be held, administered, and distributed as part of the Trust.

**ARTICLE VI**

*Successor Trustee*

The ***Grantor*** shall have the power to change or appoint a successor ***Trustee*** at any time.

**ARTICLE VII**

*Situs*

SECTION 1: JURISDICTION. This Trust has been executed and the Trust created by this Agreement shall be regulated and governed in accordance with the laws of the State of Washington. This document is intended to comply with all statutory requirements as found in RCW 11.103 et seq.

SECTION 2: COUNTERPART SIGNATURE. This Agreement may be executed in several counterparts, as long as each party to this Agreement executes at least one such counterpart. Each of such counterparts shall be an original, but all of the counterparts, when taken together, shall constitute one and the same instrument and shall become effective when each party hereto has executed at least one such counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

***ACCEPTANCE CLAUSE***

In Witness Whereof, the ***Grantor*** and the ***Trustee*** do hereby acknowledge execution of this Agreement.

*[Signature pages to follow]*

**GRANTOR**

Executed this 20th day of December, 2021, at [city, state].

**[INDIVIDUAL], Grantor**

STATE OF )

) ss.

COUNTY OF )

On this 20th day of December, 2021, before me personally appeared **[INDIVIDUAL]**, to me known to be described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and official seal the day and year last above written.

Notary Public in and for the State of [STATE] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residing at [city, state] Notary Public:

My Appointment expires: