

REVOCABLE TWO-PARTY LIVING TRUST

Known as

Date:

Agreement made and executed this day of , (year)
by and between , hereinafter referred to as the
Grantors, and , hereinafter referred to as the
Trustees.

The first Grantor to die shall be called the "deceased Grantor." The living Grantor shall be called the "surviving Grantor." Upon the death of the deceased Grantor, the surviving Grantor shall serve as sole Trustee. In the event one of the Trustees is unable to perform the duties of a Trustee then the co- Trustee shall be the sole Trustee.

In the event the sole Trustee is unable to serve due to death, incapacity or unwillingness, Grantors name successor Trustee, , of with all rights and duties as stated herein.

Grantors desire to create a revocable trust of the property described in Schedule A hereto annexed, together with such monies, and other assets as the Trustees may hereafter at any time hold or acquire hereunder (hereinafter referred to collectively as the "Trust Estate") for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Grantors agree to execute such further instruments as shall be necessary to vest the Trustees with full title to the property, and the Trustees agree to hold the Trust Estate, IN TRUST, NEVERTHELESS, for the following uses and purposes and subject to the terms and conditions hereinafter set forth:

The Trustees shall hold, manage, invest and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

I

- (1) During the lifetime of the Grantors, the Trustees shall pay to or apply for the benefit of the Grantors all the net income from the Trust.
- (2) During the lifetime of the Grantors, the Trustees may pay to or apply for the benefit of the Grantors such sums from the principal of this Trust as in the Trustees' sole discretion shall be necessary or advisable from time to time for the medical care, comfortable maintenance and welfare of the Grantors, taking into consideration to the extent the Trustees deem advisable, any other income or resources of the Grantors known to the Trustees.
- (3) The Grantors may at any time during their lifetime and from time to time, withdraw all or any part of the principal of this Trust, free of trust, by delivering an instrument in writing duly signed by them to the Trustees, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustees shall thereupon convey and deliver to the Grantors, free of trust, the property described in such instrument.

(4) In the event a Grantor is adjudicated to be incompetent or in the event a Grantor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of the Trustees, unable to properly handle his/her own affairs, then and in that event the Trustees may during the Grantor's lifetime, in addition to the payments of income and principal for the benefit of the Grantor, pay to or apply for the benefit of the Grantor's spouse and any one or more of the Grantor's minor children, such sums from the net income and from the principal of this Trust in such shares and proportions as in the Trustees' sole discretion are determined to be necessary or advisable from time to time for the medical care, comfortable maintenance and welfare of the Grantor's said spouse and children taking into consideration to the extent the Trustees deem advisable, any other income or resources of the Grantor's said spouse and minor children known to the Trustee.

(5) The interests of the Grantors shall be considered primary and superior to the interests of any beneficiary.

II

The Grantors reserve and shall have the exclusive right any time and from time to time during their lifetimes by instrument in writing signed by the Grantors and delivered to the Trustees to modify or alter this Agreement, in whole or in part, without the consent of the Trustees or any beneficiary provided that the duties, powers and liabilities of the Trustees shall not be changed without their consent; and the Grantors reserve and shall have the right during their lifetime, by instrument in writing, signed by the Grantors and delivered to the Trustees, to cancel and annul this Agreement without the consent of the Trustees or any beneficiary hereof. Grantors expressly reserve the right to appoint successor trustees, replace present trustees and change the beneficiaries or the rights to property due any beneficiary.

III

In addition to any powers granted under applicable law or otherwise, and not in limitation of such powers, but subject to any rights and powers which may be reserved expressly by the Grantors in this Agreement, the Trustees are authorized to exercise the following powers to the Trustees' sole and absolute discretion.

a. To hold and retain any or all property, real, personal, or mixed, received from the Grantors' estate, or from any other source, regardless of any law or rule of court relating to diversification, or non-productivity, for such time as the Trustees shall deem best, and to dispose of such property by sale, exchange, or otherwise, as and when they shall deem advisable; not withstanding this provision or any other contained herein.

b. To sell, assign, exchange, transfer, partition and convey, or otherwise dispose of, any property, real, personal or mixed, which may be included in or may at any time become part of the Trust Estate, upon such terms and conditions as deemed advisable, at either public or private sale, including options and sales on credit and for the purpose of selling, assigning, exchanging, transferring, partitioning or conveying the same, to make, execute, acknowledge, and deliver any and all instruments of conveyance, deeds of trust, and assignments in such form and with such warranties and covenants as they may deem expedient and proper; and in the event of any sale, conveyance or other disposition of any of the Trust Estate, the purchaser shall not be obligated in any way to see the application of the purchase money or other consideration passing in connection therewith.

c. To lease or rent and manage any or all of the real estate, which may be included in or at any time become a part of the Trust Estate, upon such terms and conditions deemed advisable,

irrespective of whether the term of the lease shall exceed the period permitted by law or the probable period of any trust created hereby, and to review and modify such leases; and for the purpose of leasing said real estate, to make, execute, acknowledge and deliver any and all instruments in such form and with such covenants and warranties as they may deem expedient and proper; and to make any repairs, replacements, and improvements, structural and otherwise, of any property, and to charge the expense thereof in an equitable manner to principal or income, as deemed proper.

d. To borrow money for any purpose in connection with said Trust created hereby, and to execute promissory notes or other obligations for amounts so borrowed, and to secure the payment of any such amounts by mortgage or pledge or any real or personal property, and to renew or extend the time of payment of any obligation, secured or unsecured, payable to or by any trust created hereby, for such periods of time as deemed advisable.

e. To invest and reinvest or leave temporarily uninvested any or all of the funds of the Trust Estate as said Trustees in the Trustees' sole discretion may deem best, including investments in stocks, common and preferred, and common trust fund, without being restricted to those investments expressly approved by statute for investment by fiduciaries, and to change investments from realty to personalty, and vice versa.

f. To compromise, adjust, arbitrate, sue or defend, abandon, or otherwise deal with and settle claims, in favor of or against the Trust Estate as the Trustees shall deem best and the Trustees' decision shall be conclusive.

g. To determine in a fair and reasonable manner whether any part of the Trust Estate, or any addition or increment thereto be income or principal, or whether any cost, charge, expense, tax, or assessment shall be charged against income or principal, or partially against income and partially against principal.

h. To engage and compensate, out of principal or income or both, as equitably determined, agents, accountants, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, custodians, investment counsel, and other assistants and advisors, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative, provided he or she was selected and retained with reasonable care.

i. To vote any stock, bonds, or other securities held by the Trust at any meetings of stockholders, bondholders, or other security holders and to delegate the power so to vote to attorneys-in-fact or proxies under power of attorney, restricted or unrestricted, and to join in or become party to any organization, readjustment, voting trust, consideration or exchange, and to deposit securities with any persons, and to pay any fees incurred in connection therewith, and to charge the same to principal or income, as deemed proper, and to exercise all of the rights with regard to such securities.

j. To purchase securities, real estate, or other property from the executor or other personal representative of the Grantors' estate, the executor or other personal representative of the Grantors' spouse's estate, and the Trustees of any agreement or declaration executed by the Grantors during their lifetimes under their last wills in case their executors or Trustees are in need of cash, liquid assets, or income-producing assets with which to pay taxes, claims, or other estate or trust indebtedness, or in case such executors or Trustees are in need of such property to properly exercise and discharge their discretion with respect to distributions to beneficiaries as provided for under such bills, declarations, or agreements. Such purchase may be in cash or may be in exchange for other property of this Trust, and the Trustees shall not be liable in any way for any loss resulting to the Trust Estate by reason of the exercise of said authority.

k. To undertake such further acts as are incidental to any of the foregoing or are reasonably required to carry out the tenor, purpose and intent of the Trust.

l. To make loans or advancements to the executor or other personal representative of the Grantors' estate, the executor or other personal representative of the Grantors' spouse's estate, and

the Trustees of any agreement or declaration executed by the Grantors during their lifetimes or under their last wills in case such executors or Trustees are in need of cash for any reason. Such loans or advancements may be secured or unsecured, and the Trustees shall not be liable in any way for any loss resulting to the Trust Estate by reason of the exercise of this authority.

IV

Upon death of the Grantors, or the last surviving Grantor if more than one, the remaining Trust assets shall be distributed to the beneficiaries in the proportionate or allocable amounts as are specified in the schedule of beneficiaries as may then be in force.

If any beneficiary and the Grantors should die under such circumstances as would render it doubtful whether the beneficiary or the Grantors died first, then it shall be conclusively presumed for the purposes of this Trust that said beneficiary predeceased the Grantors.

V

If it shall be determined that any provision of the Trust created herein violates any rule against perpetuities or remoteness of vesting now or hereafter in effect in a governing jurisdiction, that portion of the Trust herein created shall be administered as herein provided until the termination of the maximum period allowed by law at which time and forthwith such part of the Trust shall be distributed in fee simple to the beneficiaries then entitled to receive income therefrom, and for the purpose, it shall be presumed that any beneficiary entitled to receive support or education from the income or principal of any particular fund is entitled to receive the income therefrom.

VI

Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any said beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in possession of the Trustees, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

VII

This Trust Agreement shall be construed, regulated and governed by and in accordance with the laws of the State of _____.

We certify that we have read the foregoing Trust Agreement and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustees.

Dated:

Grantor

Trustee

Grantor

Trustee

WITNESSED:

The grantors have signed this trust at the end and have declared or signified in our presence that it is their revocable living trust, and in the presence of the grantors and each other we have hereunto subscribed our names this _____ day of _____, _____ (year).

Witness Signature

Address

Witness Signature

Address

Witness Signature

Address

We, _____, _____, _____, _____, _____, and _____, the grantors and the witnesses, respectively, whose names are signed to the attached and foregoing instrument, were sworn and declared to the undersigned that the grantors signed the instrument as their revocable living trust and that each of the witnesses, in the presence of the grantors and each other, signed the trust as witnesses:

Grantor: _____

Witness: _____

Grantor: _____

Witness: _____

Witness: _____

STATE OF _____
COUNTY OF _____

}

On _____ before me, _____,
personally appeared _____, grantors;
_____, witness; _____, witness;
_____, witness, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS
my hand and official seal.

Signature _____
Notary Public

Affiant ___Known ___Produced ID
ID Produced _____
(Seal)