

DATED THIS DAY OF 20

XXXXX XXXXXX

and

XXXXX XXXXXX

REVOCABLE LIVING TRUST AGREEMENT



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3.1 The Trustee shall manage, invest and hold the Trust Estate and collect the income derived therefrom and, after the payment of all taxes and assessments thereon and all charges incident to the management thereof, dispose of the net income therefrom and corpus thereof, as follows:

3.1.1 The clause has been deleted from this section for the sample review.

3.1.2 The clause has been deleted from this section for the sample review.

3.1.3 The Grantor may at any time during his lifetime and from time to time, withdraw all or part of the principal of the Trust, free of trust, by delivering to the Trustee an instrument in writing duly signed by the Grantor describing the property or portion thereof to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey, assign, deliver and execute any document necessary and do every act or thing necessary to transfer to the Grantor, free from the provisions of this Trust, the property described in the said instrument.

3.1.4 In the event that the Grantor is deemed to be mentally incompetent (as determined in writing by a qualified medical doctor) and unable to manage his own affairs, or in the event that the Grantor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the reasonable opinion of the Successor Trustee, unable to properly handle his own affairs, then and in that event the Successor Trustee may during the Grantor's lifetime, in addition to the payments of income and principal for the benefit of the Grantor (including the medical care, comfortable maintenance and welfare of the Grantor), pay to or apply for the benefit of the Grantor's minor children and other dependents (if any), such sums from the net income and from the principal of this Trust in such shares and proportions as the Successor Trustee determines to be necessary or advisable from time to time for the medical care, comfortable maintenance and welfare of the Grantor's minor children and dependents taking into consideration, to the extent the Successor Trustee deems fit, any other income or resources of the Grantor's minor children and dependents known to the Successor Trustee.

3.1.5 The clause has been deleted from this section for the sample review.

4. DISTRIBUTION OF TRUST ESTATE FOLLOWING THE DEATH OF THE GRANTOR

4.1 After the death of the Grantor, the Successor Trustee shall promptly distribute the Trust Estate to the following persons (the "Beneficiaries") as follows:

4.1.1 The clause has been deleted from this section for the sample review

4.1.2 The clause has been deleted from this section for the sample review.

5. PROPERTY MANAGEMENT

5.1.1 In the event that hgjhjg hgjgh has not reached the age of 18 years on the date of the Grantor's death, then any property left to xxxxx xxxxx under this revocable living trust shall be retained in a sub-trust and held, managed and distributed for hgjhjg hgjgh's benefit. The sub-trust shall be known as the xxxxx, xxxxx xxxxx sub-trust. The Successor Trustee shall be trustee of this sub-trust. The sub-trust shall be managed by the Successor Trustee in accordance with the provisions below.

5.1.2 The clause has been deleted from this section for the sample review.

5.1.3 The clause has been deleted from this section for the sample review.

5.1.4 The clause has been deleted from this section for the sample review.

5.1.5 So much of the income from an individual sub-trust and, if the net income be at any time insufficient, so much of the principal of this sub-trust as may be deemed necessary in the sole discretion of the Successor Trustee (taking into account all other sources of income, support and circumstances of the sub-trust beneficiary of which the Successor Trustee has knowledge) may be either paid to or expended on behalf of the sub-trust beneficiary (whichever in the Successor Trustee's sole discretion is deemed most appropriate) in order to ensure the support, maintenance, health, and education (including collegiate, vocational, professional, etc.) of the sub-trust beneficiary.

5.1.6 A sub-trust shall terminate on the earliest to occur of the following:

(i) The clause has been deleted from this section for the sample review.

(ii) The clause has been deleted from this section for the sample review.

(iii) on the death of the sub-trust beneficiary, in which case the property being held for that trust beneficiary shall be paid over and distributed (i) under the terms of the sub-trust beneficiary's Will, (ii) to the sub-trust beneficiary's issue (if any), per stirpes, or in default of such, (iii) to the sub-trust beneficiary's brothers and sisters and descendants of deceased brothers and sisters, per stirpes, or, in default of such, (iv) to the Grantor's heirs, determined as if he had died at the time of the sub-trust beneficiary's death pursuant to the General Statutes of Florida.

5.2.1 The Successor Trustee shall be entitled (but shall not be obliged) to transfer the share of any

minor Beneficiary for whom alternative property management provisions have not otherwise been made herein to the legal guardian or custodian of the Beneficiary upon production of such evidence by the said guardian or custodian to establish to the reasonable satisfaction of the Successor Trustee that such person stands as legal guardian or custodian to the said Beneficiary. Any such transfer shall be a good discharge of the Successor Trustee's obligations in that respect.

5.2.2 The clause has been deleted from this section for the sample review.

5.2.3 Notwithstanding anything herein to the contrary, the trusts created under this Clause 5 shall terminate not later than twenty-one (21) years after the death of the last Beneficiary named herein.

6. POWERS OF TRUSTEES

6.1 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 Grantor in this Agreement, the Trustee and any Successor Trustee validly acting hereunder (each a "trustee") shall have full power:

(i) to hold and retain any and all property, real, personal, or mixed, received from any other source for such time as the trustee shall deem fit, and to dispose of such property by sale, exchange, assignment, lease, licence or otherwise, as and when they shall deem fit;

(ii) The clause has been deleted from this section for the sample review.

(iii) to lease, licence, rent and manage any or all of the assets, real or personal, of the Trust Estate, upon such terms and conditions as the trustee in his/her absolute discretion deems fit; and for that purpose to make, execute, acknowledge and deliver any and all instruments, deeds and assignments in such form and with such warranties and covenants as the trustee may deem fit; and to make repairs, replacements, and improvements, structural and otherwise, to any property, and to charge the expense thereof in an equitable manner to the principal or income of the Trust Estate, as the trustee deem fit;

(iv) to borrow money for any purpose in connection with the Trust, 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 on 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 the trustee may deem fit;

(v) The clause has been deleted from this section for the sample review.

(vi) The clause has been deleted from this section for the sample review.

(vii) to compromise, adjust, arbitrate, sue, institute, defend, abandon, settle or otherwise deal with proceedings of any kind on behalf of or against the Trust or the Trust Estate as the

trustee shall in his/her sole and absolute discretion deem fit;

(viii) 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;

(x) The clause has been deleted from this section for the sample review.

(xi) to consent to the reorganization, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company, or association and to execute such documents and do all such acts and things as may reasonably be required to effect same;

(xii) to engage in business with the Trust Estate property as sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership, to the extent permitted by law; and to enter into such agreements and contracts as the trustee may deem necessary to regulate such businesses;

(xiii) The clause has been deleted from this section for the sample review.

(xiv) The clause has been deleted from this section for the sample review.

(xv) to act through an agent or attorney-in-fact, by and under a power of attorney duly executed by the trustee to the extent permitted by law, in carrying out any of the authorized powers and duties; and

(xvi) The clause has been deleted from this section for the sample review.

6.2 The clause has been deleted from this section for the sample review.

6.3 Notwithstanding anything contained herein to the contrary, no powers enumerated or accorded to trustees generally pursuant to law shall be construed to enable the Grantor, or the Trustee or either of them, or any other person, to sell, purchase, exchange, or otherwise deal with or dispose of all or any part of the corpus or income of the trusts for less than an adequate consideration in money or moneys worth, or to enable the Grantor to borrow all or any part of the corpus or income of the trusts, directly or indirectly, without adequate interest or security.

7. SUCCESSOR TRUSTEE

7.1 In the event of the death or during any period of incapacity of the Trustee, xxxxx xxxxx of xxxx is hereby nominated and appointed as Successor Trustee. In the event xxxxx xxxxx is unable or

unwilling to act as Successor Trustee, xxxxxx xxxxxx of xxxxx is hereby nominated and appointed as Successor Trustee.

7.2 If no Successor Trustee is able and willing to act as successor trustee, then any of the nominated Successor Trustees may appoint a replacement successor trustee to serve as Successor Trustee hereunder provided that such appointment is made in writing, signed by the Successor Trustee making the appointment, notarized and forwarded to each of the named Beneficiaries. In the event that no Successor Trustee is willing and able to make such an appointment or in the event the Successor Trustee fails to secure the appointment of a new Successor Trustee and notify the Beneficiaries of such appointment within 7 days of the declining Successor Trustee's written refusal to act, then the next Successor Trustee shall be chosen by a majority in interest of the then living Beneficiaries, with a parent or guardian voting for each minor Beneficiary.

7.3 The clause has been deleted from this section for the sample review.

7.4 The clause has been deleted from this section for the sample review.

7.5 The clause has been deleted from this section for the sample review.

7.6 The Trustee and each Successor Trustee named herein (including any alternate named herein) shall serve without bond. A resigning Successor Trustee may require a bond to be posted by any other incoming Successor Trustee, the cost of such bond being payable from the Trust Estate. The Successor Trustee shall not be liable for any mistake or error of judgment in the administration of the Trust, except for wilful misconduct, so long as they continue to exercise their duties and powers in a fiduciary capacity primarily in the interests of the Beneficiaries.

8. REVOCATION AND AMENDMENT

8.1 The Grantor shall have the irrevocable right to and may by instrument in writing signed by the Grantor and delivered to the Trustee, revoke, modify or alter this Agreement, in whole or in part, without the consent of the Trustee or any Beneficiary. Save as may otherwise be provided herein, the Trust shall not be amended, modified, revoked or terminated in any other way.

9. ADMINISTRATIVE PROVISIONS

9.1 The Trustee may at his absolute discretion, but shall not be obliged to, render an accounting at

any time.

9.2 The clause has been deleted from this section for the sample review.

9.3 This Trust has been accepted by the Trustee and will be administered in the State of Florida and its validity, construction, and all rights hereunder shall be governed by the laws of that State and that State shall have exclusive jurisdiction to determine any disputes which may arise hereunder.

IN WITNESS WHEREOF, the Grantor and Trustee have executed this Agreement on the date above written.

Signature of Grantor

Signature of Trustee

Name of First Witness

Signature of First Witness

Name of Second Witness

Signature of Second Witness

SCHEDULE

1. Deatils of Assets being transferred to the trust will be placed here.

NOTARY AFFIDAVIT

STATE OF _____

COUNTY OF _____

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person executed the instrument. I certify under PENALTY OF PERJURY that the foregoing is true and correct.

Witness my hand and official seal.

Signature: _____

Print Name: _____

My commission expires on: _____

(Seal)

DATED THIS DAY OF 20

XXXXX XXXXX

and

XXXXX XXXXX

DEED OF ASSIGNMENT

NOTICE: THIS DEED OF ASSIGNMENT SHOULD ONLY BE USED TO TRANSFER TITLED ASSETS WHICH DO NOT REQUIRE A SPECIFIC FORM OF TRANSFER DEED.



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separate counterparts each of which when executed and delivered shall constitute an original and all such counterparts together constituting but one and the same instrument.

5. SEVERABILITY

5.1 Each of the provisions of this Deed is separate and severable and enforceable accordingly and if at any time any provision is adjudged by any court of competent jurisdiction to be void or unenforceable the validity, legality and enforceability of the remaining provisions hereof and of that provision in any other jurisdiction shall not in any way be affected or impaired thereby.

6. WHOLE AGREEMENT

6.1 The clause has been deleted from this section for the sample review.

AS WITNESS the parties hereto have executed this document as a deed on the date appearing at the head hereof.

EXECUTED AND DELIVERED AS A DEED

By **John Smith**
As Grantor and Trustee

In the presence of:

DATED THIS DAY OF 20

CERTIFICATION OF TRUST

of

JOHN SMITH

THIS CERTIFICATION OF TRUST is made on the day of 20 by John Smith
Street Address of City, County, Florida (the "Trustee") in xxxxx xxxxxx's capacity as trustee of the xxxxx
(hereinafter called the "Trust").

The Trustee hereby certifies as follows:

1. CREATION OF TRUST

1.1 The Trust was created on the day of 20 , by xxxxx xxxxx, acting as grantor
and trustee of the Trust, under a revocable living trust agreement executed on that date.

2. TRUSTEE

2.1 The current trustee of the Trust is xxxx xxxxx of xxxx, xxxx, xxxxx, Florida.

3. REVOCABILITY OF TRUST

3.1 The trust is revocable by the grantor.

4. POWERS OF TRUSTEE

4.1 The powers of the trustee to manage the Trust's property include, in addition to any powers
granted under applicable law or otherwise, full power:

(i) **The clause has been deleted from this section for the sample review.**

(ii) to sell, assign, exchange, transfer, partition, convey, licence, lease, rent, hire, grant options
over or otherwise dispose of any property, real or personal, which forms part of the trust
estate, upon such terms and conditions and in such manner as the trustee deems fit; and
for that purpose to make, execute, acknowledge and deliver any and all instruments, deeds
and assignments in such form and with such warranties and covenants as the trustee may
deem fit;

(iii) to lease, licence, rent and manage any or all of the assets, real or personal, of the trust
estate, upon such terms and conditions as the trustee in his absolute discretion deems fit;
and for that purpose to make, execute, acknowledge and deliver any and all instruments,
deeds and assignments in such form and with such warranties and covenants as the
trustee may deem fit; and to make repairs, replacements, and improvements, structural and
otherwise, to any property, and to charge the expense thereof in an equitable manner to the
principal or income of the trust estate, as the trustee deems fit;

(iv) **The clause has been deleted from this section for the sample review.**

(v) **The clause has been deleted from this section for the sample review.**

(vi) to deal with the trust estate generally for the benefit of the beneficiaries;

- (vii) to compromise, adjust, arbitrate, sue, institute, defend, abandon, settle or otherwise deal with proceedings of any kind on behalf of or against the Trust or the trust estate as the trustee shall in his sole and absolute discretion deem fit;
- (viii) The clause has been deleted from this section for the sample review.
- (ix) The clause has been deleted from this section for the sample review.
- (x) to vote any stock, shares, bonds, securities or any other voting rights held by the Trust or attributable to the trust estate; and to delegate such voting power in such manner as the trustee may deem fit having regard to any legal requirements;
- (xi) The clause has been deleted from this section for the sample review.
- (xii) to engage in business with the trust estate property as sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership, to the extent permitted by law; and to enter into such agreements and contracts as the trustee may deem necessary to regulate such businesses;
- (xiii) The clause has been deleted from this section for the sample review.
- (xiv) The clause has been deleted from this section for the sample review.
- (xv) The clause has been deleted from this section for the sample review.
- (xvi) 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.

The powers granted to the trustee above may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry them into effect.

No powers enumerated or accorded to trustee generally pursuant to law shall be construed to enable the grantor, or the trustee or any of them, or any other person, to sell, purchase, exchange, or otherwise deal with or dispose of all or any part of the corpus or income of the trusts for less than an adequate consideration in money or moneys worth, or to enable the grantor to

borrow all or any part of the corpus or income of the trusts, directly or indirectly, without adequate interest or security.

5. TAX IDENTIFICATION NUMBER

5.1 The clause has been deleted from this section for the sample review.

6. MANNER IN WHICH TITLE TO ASSETS SHOULD BE TAKEN

6.1 The clause has been deleted from this section for the sample review.

7. NO REVOCATIONS, MODIFICATIONS OR AMENDMENTS

7.1 The Trust is in full force and effect and has not been revoked, modified or amended in any manner that would cause the representations contained in this certification of trust to be incorrect.

8. SIGNED BY ALL CURRENTLY ACTING TRUSTEES

8.1 This Certification of Trust is being signed by all of the currently acting trustees of the Trust.

9. ACCURACY

9.1 This Certification of Trust is a true and accurate statement of the matters referred to herein.

10. RELIANCE ON THIS CERTIFICATION

10.1 Clause have been deleted from this section for the sample review.

I declare under penalty of perjury under the laws of the Florida that the foregoing is true and correct.

Dated this day of 20 .

FDGDFG FDGDFG

NOTARY ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, he executed the instrument.

WITNESS my hand and official seal.

Signature: _____

My commission expires on: _____

(Seal)