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The information provided in the documents, and the instructions provided with each document are not intended to constitute legal advice. These documents are intended to assist consumers in protecting themselves in certain simple transactions, without incurring expensive attorneys fees. If you need legal advice, Plan Attorneys will be happy to provide a free legal consultation, at no cost, to you as a Plan member. Understand that if you contact a Plan Attorney, he/she may not advise you as to how to complete your documents. They may only be retained to prepare documents for you which they deem to be proper in your situation.

Certain documents can be completed with either a pen or a typewriter, unless indicated otherwise in the specific instructions. **You should not make changes or alterations to any documents, once you have completed the document.** You must complete a new document fully, even if you wish to make any changes, even a small change. If you make any changes to a document, you cannot be sure that the change conforms to legal requirements. For example, changes to a will, in some circumstances, may void the entire will, even if you intended to make the changes. Thus, it is a safer practice to make a new document, if you intend to make any changes.

If there are blanks which are not used or which contain no information, place an X, or a line through the blank. This ensures that no person can make unauthorized modifications to a document, by simply completing the blanks, and changing the entire crux of the document.

Certain documents may require a notary. Notaries are certified by each state, and can only operate in the states in which they are licensed to operate. An invalid notary may invalidate your document. Notaries serve the purpose of verifying that the signature of the person signing the document, is in fact, the person claiming to have signed the document. Certain institutions require a notary, even when state law does not. Be sure to check with the parties with whom you are dealing to see if they will require a notary. Banks often require notaries.

If you believe that you must record a document, you should consult with a Plan Attorney. No document provided here is intended for recording, and any such document must be prepared by a Plan Attorney. We have not included certain documents, despite repeated requests, because these documents require the skill and expertise of an attorney. These include trusts, deeds, Mortgages, Escrow Agreements and other documents. Always consult a Plan Attorney before drafting one of these documents on your own.

## **IRREVOCABLE LIVING TRUST**

This Living Trust Agreement (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_, \_\_\_\_ between \_\_\_\_\_ (the "Grantor or Beneficiary") of \_\_\_\_\_ (city), \_\_\_\_\_ (state) and \_\_\_\_\_ (the "Trustee") of \_\_\_\_\_. In consideration of the mutual covenants and promises set forth in this Agreement, the Grantor and the Trustee agree as follows:

I. PURPOSE. The purpose of this Agreement is to establish a Trust to receive and manage assets for the benefit of the Grantor during the Grantor's lifetime, and to further manage and distribute the assets of the Trusts upon the death of the Grantor.

II. FUNDING OF TRUST. This Trust shall be funded with assets transferred to this Trust by the Grantor at the time of creating this Trust, or at any later time. This trust may also receive property from any person or entity who is acting under the authority granted to that person or entity by the Grantor. It is also expected this Trust may receive assets pursuant to the terms of the Grantor's Last Will and Testament.

III. MANAGEMENT OF TRUST ASSETS. The trustee shall manage and distribute the trust assets for the benefit of the beneficiary in accordance with the terms of this Agreement.

IV. DISTRIBUTIONS DURING THE GRANTOR'S LIFE. During the Grantor's life, the Trustee shall distribute all of the net income of this Trust to or for the benefit of the Grantor, or as the Grantor may designate. Such distributions shall be made at least \_\_\_\_\_. The Grantor may change the amount of distribution at any time by providing notice to the Trustee. Any excess income shall be added to the principal at the discretion of the Trustee.

A. Payments During a "Disability" of the Grantor. During any period that the Grantor has a "disability", the Trustee may pay to or for the benefit of the Grantor such amounts of income and principal as the Trustee believes in the Trustee's sole discretion to be required for (i) the Grantor's support, comfort and welfare, (ii) the Grantor's accustomed manner of living, or (iii) any purpose that the Trustee believes to be in the best interest of the Grantor.

B. Disability Defined. For the purposes of the Trust, "disability" shall mean a legal disability or the inability to provide prompt and intelligent consideration to financial matters by reason of illness or mental or physical disability. The determination of whether the Grantor has a disability shall be made by the Grantor's most recent attending physician. The Trustee shall be entitled to rely on written notice of that determination.

V. DEATH OF THE GRANTOR. Upon the death of the Grantor, and after the payment of the Grantor's just debts, funeral expenses and expenses of last illness, the following distributions shall be made:

A. Specific Distributions. The following specific distributions shall be made from the assets of the Trust. However, such distributions shall be made only if the Grantor's spouse, \_\_\_\_\_, and the Grantor's children do not survive the Grantor.

1. \_\_\_\_\_ shall be distributed to \_\_\_\_\_. If this beneficiary does not survive the Grantor, this bequest shall be distributed to \_\_\_\_\_. If this beneficiary does not survive the Grantor, this bequest shall be added to the residuary assets of this Trust.

2. \_\_\_\_\_ shall be distributed to \_\_\_\_\_. If this beneficiary does not survive the Grantor, this bequest shall be distributed to \_\_\_\_\_. If this beneficiary does not survive the Grantor, this bequest shall be added to my residuary assets of this Trust.

3. \_\_\_\_\_ shall be distributed to \_\_\_\_\_. If this beneficiary does not survive the Grantor, this bequest shall be distributed to \_\_\_\_\_. If this beneficiary does not survive the Grantor, this bequest shall be added to my residuary assets of this Trust.

B. Tangible Personal Property. Subject to the proceeding provisions of this trust, all jewelry, clothing, personal items, furniture, household furnishings, automobile(s), and other items of tangible personal property shall be distributed to the following beneficiaries in equal shares:

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

The share of any such beneficiary who does not survive the Grantor shall be added to the residuary assets of this Trust.

C. Residuary Assets. The residuary assets of this Trust shall be distributed to the Grantor's children in equal shares.

If a child does not survive the Grantor, such deceased child's share shall be distributed in equal shares to the children of such deceased child who survive the Grantor, by right of representation. If a child does not survive the Grantor and has no children who survive the Grantor, such deceased child's share shall be distributed in equal shares to the Grantor's other children, if any, or to their respective children by right of representation. If no child of the Grantor survives the Grantor, and if none of the Grantor's deceased children are survived by children, the residuary assets of this Trust shall be distributed to \_\_\_\_\_;

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_.  
If such beneficiary does not survive the Grantor, the Residuary assets shall be distributed to the heirs-at-law of the Grantor as determined under the laws of the State of \_\_\_\_\_.

VI. TRUSTEE POWERS. The Trustee, in addition to other powers and authority granted by law or necessary or appropriate for proper administration of the Trust, shall have the following rights, powers, and authority without order of court and without notice to anyone.

A. Receive Assets. To receive, hold, maintain, administer, collect, invest and re-invest the trust assets, and collect and apply the income, profits, and principal of the Trust in accordance with the terms of this instrument.

B. Receive Additional Assets. To receive additional assets from other sources, including assets received by bequest.

C. Standard of Care. To acquire, invest, reinvest, exchange, retain, sell, and manage estate and trust assets, exercising the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of that standard, the Trustee is authorized to acquire and retain every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, bonds, debentures and other corporate obligations, and stocks, preferred or common, that persons of prudence, discretion and intelligence acquire or retain for their own account, even though not otherwise a legal investment for trust funds under the laws and statutes of the United States or the state under which this instrument is administered.

D. Retain Assets. To retain any asset, including uninvested cash or original investments, regardless of whether it is of the kind authorized by this instrument for investment and whether it leaves a disproportionately large part of the estate or trust invested in one type of property, for as long as the Trustee deems advisable.

E. Dispose of or Encumber Assets. To sell, option, mortgage, pledge, lease or convey real or personal property, publicly or privately, upon such terms and conditions as may appear to be proper, and to execute all instruments necessary to effect such authority.

F. Settle Claims. To compromise, settle, or abandon claims in favor of or against the Trust.

G. Manage Property. To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.

H. Allocate Between Principal and Income. To make allocations of charges and credits as between principal and income as in the sole discretion of the Trustee may appear to be proper.

I.      Employ Professional Assistance. To employ and compensate counsel and other persons deemed necessary for proper administration and to delegate authority when such delegation is advantageous to the trust.

J.      Distribute Property. To make division or distribution in money or kind, partly in either, at values to be determined by the Trustee, and the Trustee's judgement shall be binding upon all interested parties.

K.      Enter Contracts. To bind the Trust by contracts or agreements without assuming individual liability for such contracts.

L.      Exercise Stock Ownership Rights. To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incident to the ownership of any stocks, bonds or other properties of the Trust.

M.      Duration of Powers. To continue to exercise the powers provided in this Agreement after the termination of the Trust until all the assets of the Trust have been distributed.

N.      Hold Trust Assets as a Single Fund. To hold the assets of the Trust, shares, or portions of the Trust created by this instrument as a single fund for joint investment and management, without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trust shares need only be made on the books of the Trustee for accounting purposes.

O.      Compensation. To receive reasonable compensation for the Trustee's services under this agreement and be exonerated from and to pay all reasonable expenses and charges of the Trust.

P.      Loans to Beneficiaries. To make loans to any trust beneficiary for the purpose of providing the beneficiary with the funds necessary to take advantage of exceptional business opportunities; to make loans to trust beneficiaries to provide for the needs of the beneficiaries and their families.

Q.      Methods of Distribution. To make payments to or for the benefit of any beneficiary (specifically including any beneficiary under any legal disability) in any of the following ways: (a) directly to the beneficiary; (b) directly for the maintenance, welfare and education of the beneficiary; (c) to the legal or natural guardian of the beneficiary; or (d) to anyone who at the time shall have custody and care of the beneficiary. The Trustee shall not be obliged to see the application of the funds so paid, but the receipt of the person to whom the funds were paid shall be full acquittance of the Trustee.

R.      Continue Operation of Business. To carry on any business owned by the Trust or in which the Trust may have an interest for such period of time as the Trustee deems advisable, or to sell or liquidate such business interest.

**VII. ADDITIONAL TRUSTEE PROVISIONS.** These additional provisions shall apply regarding the Trustee.

A. Grantor as Trustee. If at any such time the Grantor is the Trustee, the Grantor may appoint a successor Trustee by making such designation in writing. Such designee shall become the successor Trustee upon acceptance of the terms and conditions of this Agreement.

B. Death or Disability of the Grantor as Trustee. If at any time the Grantor has a disability (as previously defended), or upon the death of the Grantor,

\_\_\_\_\_, of \_\_\_\_\_, is designated as the successor Trustee. If such designee is unable to serve for any reason, \_\_\_\_\_, of \_\_\_\_\_, is designated as the alternate Trustee. Such designee shall become the successor Trustee upon acceptance of the terms and conditions of this Agreement.

C. Resignation of Trustee. The Trustee, or any successor may resign at any time by giving \_\_\_\_\_ days written notice to the Grantor. If the Grantor is deceased, such notice shall be given to all adult beneficiaries, and to a parent or guardian, if any, of each minor beneficiary.

D. Successor Trustee. The beneficiaries to whom such notice of resignation is given shall designate a successor Trustee by written notice to the resigning Trustee within \_\_\_\_\_ days after receipt of the notice of the resignation. If a successor Trustee is not so designated, the resigning Trustee shall have the right to secure the appointment of a successor Trustee by a court of competent jurisdiction, at the expense of the trust. If a successor Trustee is appointed, such Trustee shall be bound by, and subject to, the provisions of this Trust.

E. Accounting. The Trustee shall provide an accounting to the Beneficiary (or beneficiaries) on at least a \_\_\_\_\_ basis. If a beneficiary has a "disability", the Trustee shall provide the accounting to a guardian or conservator, if any.

F. Bond. Any Trustee serving under this Agreement, except the Grantor (if serving as Trustee) shall provide a bond of sufficient amount to protect the assets and income of the Trust.

**VIII. REVOCATION OR AMENDMENT.** During the Grantor's life, the Grantor may not revoke (in whole or in part) or may not amend this Agreement. [NOTE: Many state laws and those of the Internal Revenue Service are specific with respect to the wording of particular revocation provisions, especially when a trust must be irrevocable. This revocation language is for educational purposes only and does not necessarily comply with the many state law and the Internal Revenue Code affecting the estate tax and other related tax issues of your estate. In order to be certain that your trust purpose is fully and lawfully accomplished, it is imperative that you consult a Plan Attorney with knowledge of this area. Using this language may not enable you to accomplish your trust purposes.]

**IX. GOVERNING LAW.** This Agreement shall be constructed in accordance with the laws of the State of \_\_\_\_\_.

**X. PERPETUITIES SAVINGS CLAUSE.** Despite any other provision of this Agreement to the contrary, the trust created by this Agreement shall terminate no later than 21 years after the death of the last to die of a class of persons to include the Grantor, the Grantor's spouse, if any, and any other beneficiary of this Agreement who is living on the date that this Agreement is signed.

**XI. SEVERABILITY.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

\_\_\_\_\_  
[Grantor's Signature]

\_\_\_\_\_  
[Grantor's Printed or Typed Name]

\_\_\_\_\_  
Signature of Trustee

\_\_\_\_\_  
Trustee's Printed or Typed Name

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

The preceding Trust agreement was subscribed, sworn to and acknowledged before me by \_\_\_\_\_, as Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as the voluntary act of such person.

\_\_\_\_\_  
Notary Public, or other officer  
authorized to take and certify  
acknowledgements and administer  
oaths.

[Remember: The laws of many states vary in the requirements for attestation of a Living Trust. Irrevocable Living Trusts are always deemed to be complex trusts, and ought never to be drafted without the advice and assistance of an attorney. THIS DOCUMENT SHOULD NOT BE COPIED OR REPRODUCED IN ANY MANNER FOR ONE'S PERSONAL USE. IT IS INTENDED AS AN ILLUSTRATION FOR YOUR UNDERSTANDING OF LIVING TRUSTS.]