

## IRREVOCABLE TRUST AGREEMENT

This Irrevocable Trust Agreement is made this [day] day of [month], [year], between [Name], of [address], City of [city], State of [State], herein referred to as Grantor, and [name], of [address], City of [city], State of [state], herein referred to as Trustee.

In consideration of the mutual covenants and promises set forth herein, Grantor and Trustee agree as follows:

1. Transfer of Trust. Grantor herewith assigns, transfers, and conveys to Trustee the property described in Exhibit "A" attached hereto and made a part hereof by this reference, and receipt of such property is hereby acknowledged by Trustee. Such property, hereafter designated the Trust Estate, shall be held by Trustee in Trust for the uses and purposes and on the terms and conditions set forth herein.

2. Disposition of Principal and Income. Trustee shall administer and manage the Trust Estate, collect the income therefrom, and, after payment of all taxes and assessments thereon and all charges incident to the management thereof, apply and dispose of the net income and the principal of the Trust Estate as follows: [names and addresses of beneficiaries]

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3. Additions to Trust. Grantor and any other person shall have the right at any time to add property acceptable to Trustee to the this Trust. Such property, when received and accepted by Trustee, shall become part of the Trust Estate.

4. Irrevocability of Trust. This trust shall be irrevocable and shall not be revoked or terminated by Grantor or any other person, nor shall it be amended or altered by Grantor or any other person.

5. Compensation of Trustee: The original Trustee hereunder, and all Successor Trustees, shall be entitled to reasonable compensation for their services as Trustee.

6. Successor Trustees: If [name] [Original Trustee] resigns or is unable to continue to act as Trustee, [name] [Successor Trustee], of [address], City of [city], County of [county], State of [state], is hereby appointed as Successor Trustee.

7. Governing Laws: The validity, construction, and effect of this agreement and the Trust created hereunder and its enforcement shall be determined by the laws of the State of [state].

In Witness Whereof, Grantor and Trustee have executed this Agreement on the date above written.

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Successor Trustee

\_\_\_\_\_  
Witness 2

The foregoing instrument was acknowledged before me this [day] day of [month], [year] by [name] [Grantor], [Name] [Trustee], and [name] [Successor Trustee].

My commission expires: \_\_\_\_\_

Notary Public

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Date

Exhibit A [Separate Page]

[Listing of property included in this agreement]

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