

TRUST AGREEMENT

This Trust Agreement ("Agreement") is made and entered into as of the

_____ day of _____ ,
20__, by and between:

Grantor: _____

Address: _____

Trustee: _____

Address: _____

RECITALS

WHEREAS, the Grantor desires to create a trust for the benefit of the Beneficiaries as defined herein;

WHEREAS, the Trustee agrees to hold and manage the trust property in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Trust" shall mean the trust created by this Agreement.

1.2 "Trust Property" shall mean all property transferred to the Trustee by the Grantor, including any income and gains thereon.

1.3 "Beneficiaries" shall mean the individuals or entities designated by the Grantor to receive benefits from the Trust, as listed in Schedule A attached hereto.

1.4 "Grantor" shall mean the individual or entity creating the Trust, as identified above.

1.5 "Trustee" shall mean the individual or entity responsible for managing the Trust, as identified above.

2. TRUST PURPOSE

The purpose of this Trust is to _____ .

3. TRUST PROPERTY

The Grantor hereby transfers and delivers to the Trustee the property described in Schedule B attached hereto, to be held in trust for the purposes set forth herein.

4. TRUSTEE POWERS AND DUTIES

4.1 The Trustee shall have all powers necessary to administer the Trust, including but not limited to the power to invest, reinvest, sell, and manage the Trust Property.

4.2 The Trustee shall act in good faith and in the best interests of the Beneficiaries.

4.3 The Trustee shall maintain accurate records of all transactions and provide annual accounting

to the Beneficiaries.

4.4 The Trustee shall not be liable for any loss or depreciation in value of the Trust Property except in cases of willful misconduct or gross negligence.

5. DISTRIBUTIONS

The Trustee shall make distributions of income and principal to the Beneficiaries in accordance with the terms set forth in Schedule C attached hereto.

6. AMENDMENT AND TERMINATION

6.1 This Agreement may be amended only by a written instrument signed by the Grantor and the Trustee.

6.2 The Trust shall terminate upon the occurrence of _____
.

6.3 Upon termination, the remaining Trust Property shall be distributed to the Beneficiaries as specified in Schedule D attached hereto.

7. GOVERNING LAW

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

8. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

10. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, to the addresses specified above.

11. DEFAULT AND REMEDIES

In the event of a breach of this Agreement by any party, the non-breaching party shall be entitled to all remedies available at law or in equity, including specific performance and damages.

12. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement as of the date first above written.

Grantor: _____

Printed Name: _____

Date: _____

Trustee: _____

Printed Name: _____

Date: _____

WITNESS:

Witness: _____

Printed Name: _____

Date: _____

NOTARIZATION:

State of _____

County of _____

On this _____ day of

_____, 20__, before me, the undersigned, a Notary Public

in and for said State, personally appeared _____ and

_____, known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged that they executed the same for the
purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public: _____

My Commission Expires: _____

1. Added definitions for "Grantor" and "Trustee" for clarity.
2. Included a clause for Trustee's record-keeping and annual accounting.
3. Added a liability clause for the Trustee to protect against losses not due to misconduct.
4. Specified distribution of remaining Trust Property upon termination.

5. Included a default and remedies clause to address breaches.
6. Ensured all parties, terms, and conditions are clearly defined for enforceability.