

## **(NAME OF TRUSTOR) REVOCABLE TRUST**

(Name), of the County of (Name), State of California, herein called "Trustor", hereby transfers and delivers to (Name), herein called "Trustee", all of the property described in an inventory attached hereto, marked Schedule A, to constitute, together with any other property that may become subject to this Agreement, the trust estate of an express trust to be held, administered, and distributed by the Trustee, as provided in this agreement.

### **I**

#### **NAME**

The name of this trust is the (Name) Revocable Trust.

### **II**

#### **TRUST ESTATE**

The initial property subject to this instrument listed in Schedule A is referred to as the "trust estate" and shall be held, administered, and distributed in accordance with this instrument. Any additional property added to the trust in accordance with the provisions of this agreement or by the Will of the Trustor shall also be referred to as the "trust estate".

### **III**

#### **REVOCABILITY OF TRUST BY TRUSTOR**

The Trustor may at any time revoke this instrument in whole or in part, by an instrument

in writing signed by Trustor and delivered personally or by certified mail to the Trustee. If the Trustor revokes this instrument, the Trustee shall deliver promptly to the Trustor all or the designated portion of the trust assets.

#### **IV**

#### **AMENDMENT OF THE TRUST INSTRUMENT**

#### **BY THE TRUSTOR**

The Trustor may, at any time, amend any of the terms of this instrument by an instrument in writing signed by the Trustor and delivered personally or by certified mail to the Trustee.

#### **V**

#### **SUCCESSOR TRUSTEES**

If (Name), while still living, shall for any reason cease to act as a Trustee, or if at any time, as certified in writing by two physicians, (Name) has become mentally incapacitated, whether or not a court of competent jurisdiction has declared her incompetent, mentally ill, or in need of a conservator, then the Trustee shall be replaced by (Name) as Successor Trustee.

#### **VI**

#### **DISPOSITIVE PROVISIONS**

The trust estate and its income shall be held and distributed as follows:

A. Income and Principal During Lifetime of Trustor.

1. During the life of the Trustor the Trustee shall pay to the Trustor, or shall

apply for her benefit, the entire net income of the trust estate in quarter\_ annual or more frequent installments.

2. If the Trustee considers the net income insufficient, the Trustee shall pay to the Trustor or shall apply for the Trustor's benefit, as much of the principal of the trust estate as is necessary in the Trustee's discretion for the Trustor's proper health, support, maintenance, comfort, and welfare in accordance with her accustomed manner of living at the date of this instrument.

**B. Dispositive Provisions After Death of Trustor.**

1. Upon death of Trustor, the Trust shall terminate and all assets remaining in the Trust Estate at that time shall be distributed to the children of the Trustor, (Name) and (Name), in equal shares. If either child should predecease the Trustor, that child's share shall be distributed to the child's heirs by right of representation, free of trust. If at any time before full distribution of the trust estate all of the Trustor's issue are deceased and no other disposition of the property is directed by this trust, the balance of the trust estate shall thereupon be distributed to those persons who are the heirs of the Trustor, the identities and respective shares of each of them to be determined as though the death of the Trustor had then occurred and according to the laws of the State of California then in effect relating to the succession of separate property not acquired from a predeceased spouse.

**VII**

**PAYMENT OF TRUSTOR'S EXPENSES**

On the death of the Trustor, the Trustee shall pay out of the trust estate the debts of the

Trustor, estate and inheritance taxes, including interest and penalties arising because of the Trustor's death; last\_illness and funeral expenses of the Trustor; attorney's fees; and other costs incurred during the administration of the Trustor's estate. Any payment for estate or inheritance taxes shall be charged to and paid from this trust without apportionment or charge against any beneficiary of the trust estate or transfer of property passing outside the trust estate.

## **VIII**

### **POWERS OF THE TRUSTEE**

To carry out the purposes of this trust, the Trustee is vested with the following powers with respect to the trust estate and any part of it in addition to those powers now or hereafter conferred by law:

- A. To continue to hold any property and to operate at the risk of the trust estate any business that the Trustee receives or acquires under the trust so long as the Trustee deems advisable.
- B. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property.
- C. To lease trust property for terms within or beyond the term of the trust and for any purpose including exploration for and removal of oil, gas, and other minerals; and to enter into community oil leases, pooling and unitization agreements.
- D. To borrow money, and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the trust or the joint debts of the trust and a co\_owner of trust property.

E. To carry at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee against any hazard.

F. To compromise or otherwise adjust any claims or litigation against or in favor of the trust.

G. To commence or defend at the expense of the trust such litigation with respect to the trust or any property of the trust estate as the Trustee may deem advisable.

H. To invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, mutual funds or common trust funds, and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account.

I. With respect to securities held in the trust, to have all the rights, powers, and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies, and pay assessments, to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases, and incident to such participation, to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; to enter into any buy\_out or stock restriction agreement and to exercise or sell stock subscription or conversion rights.

J. In any case in which the Trustee, other than a Trustee who is also a beneficiary of the Trust, is required, pursuant to the provisions of the trust, to divide any trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's absolute discretion, to make the division and distribution (pro rata or otherwise) in kind and

partly in money, and for this purpose to make such sales of the trust property as the Trustee may deem necessary on such terms and conditions as the Trustee shall see fit.

K. To hold securities or other property in the name as Trustee under this trust, or in the Trustee's own name, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass.

L. To employ any custodian, investment advisor, attorney, accountant or other agent to assist the Trustee in the administration of the trust and to rely on the advice given by these agents.

M. To lend money to any person provided, however, that such loan shall be adequately secured and shall bear a reasonable rate of interest.

N. To purchase, in the Trustee's discretion, at less than par, obligations of the United States that are redeemable at par, in payment of the federal estate tax liability of the Trustor in such amount that the Trustee deems advisable. The Trustee shall exercise the Trustee's discretion and purchase such obligations if the Trustee has reason to believe that the Trustor is in substantial danger of death, and may borrow funds and give security for that purpose. Notwithstanding anything in this instrument to the contrary, the Trustee is directed to pay the federal estate tax due on the Trustor's death in the amount not less than the par value plus accrued interest on such obligations that are eligible for redemption in payment of the deceased Trustor's estate taxes without apportionment or charge against any beneficiary of the trust estate or transferee of property passing outside of the trust estate. The legal representatives of either deceased Trustor's estate or if none is appointed, the Trustee, acting under this instrument shall select the redemption date of such obligations.

O. To determine whether any or all of the allowable administration expenses in the Trustor's estate shall be used as federal estate tax deductions or as federal income tax deductions and to make adjustments in the rights of beneficiaries or among the principal and income accounts to compensate for the consequences of the above\_mentioned tax decisions or elections.

P. To change the legal form of any business, distributed to the Trustee, including but not limited to incorporating a sole proprietorship or partnership.

## **IX**

### **ALLOCATION OF INCOME AND PRINCIPAL**

Except as otherwise specifically provided in this Trust, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. Any such matter not provided for either in this Trust or in the California Revised Uniform Principal and Income Act shall be determined by the Trustee in the Trustee's discretion.

## **X**

### **ACCOUNTING BY TRUSTEE**

The Trustee shall not be required to make any accounting of the trust to the Trustor or the beneficiaries of the Trust, except as required by the California Probate Code.

## **XI**

## **ADDITIONS TO THE TRUST**

Other property acceptable to the Trustee may be added to this trust by the Trustor. Any property added to this trust shall be held, distributed and administered in accordance with the provisions of this Trust Agreement.

## **XII**

### **TRUSTEE'S COMPENSATION**

The Trustee shall be entitled to pay herself reasonable compensation from time to time without prior court order. The Trustee's compensation shall not be diminished by any fees paid to any custodian, investment advisor, attorney, accountant, or any other agent to assist the Trustee in the administration of this trust as allowed under Article VII (L) of this trust.

## **XIII**

### **DEFINITION OF ISSUE**

In this instrument the term "issue" shall refer to lawful natural lineal descendants of all degrees.

## **XIV**

### **SPENDTHRIFT CLAUSE**

No interest in the principal or income of this trust shall be anticipated, assigned, or encumbered, or subject to any creditor's claims or legal process, prior to its actual receipt by the beneficiary.

**XV**

**TRUSTEE'S BOND**

No bond shall be required of any person named in this instrument as Trustee for the faithful performance of his duties as Trustee.

**XVI**

**DISTRIBUTION TO A MINOR BENEFICIARY**

If any beneficiary of this trust receives a distribution, other than discretionary income or principal payment, during his minority, any distributed property which qualifies for holding under the California Uniform Gift to Minors Act shall be held by the Trustee as custodian for such beneficiary under the California Uniform Gift to Minors Act until such time as the beneficiary reaches eighteen (18) years of age.

**XVII**

**CHOICE OF LAW**

The construction of the beneficial provisions of this trust shall be governed by the laws of the State of California in force from time to time. This Article shall apply regardless of any change of residence of the Trustee or any beneficiary, the appointment of or substitution of a Trustee residing or doing business in another state or the location of any trust property.

**XVIII**

**CONFERRING JURISDICTION**

The (Name) County Superior Court of the State of California shall have jurisdiction for all the purposes set forth in the California Probate Code.

**XIX**

**GENDER AND NUMBER**

As used in this instrument, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates.

**XX**

**SEVERABILITY**

If any provision of this trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

**XXI**

**NO CONTEST CLAUSE**

In the event any beneficiary under this trust shall, singly or in conjunction with any person or persons, contest in any court the validity of this trust or shall seek to obtain an adjudication in any proceeding in any court that this trust or any of its provisions is void, or seek otherwise to void, nullify, or set aside this trust or any of its provisions, then the right of that person to take any interest given to him by this trust shall be determined as it would have been

determined had the person predeceased the execution of this declaration of trust without surviving issue. The Trustee is hereby authorized to defend, at the expense of the trust estate, any contest or other attach of any nature on this trust or any of its provisions.

**EXECUTION**

This Trust Agreement is executed at (Name), California, on (Date), 20\_\_.

**TRUSTOR**

**TRUSTEE**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

**INDIVIDUAL ACKNOWLEDGMENT**

State of California    )  
  ) ss.  
County of (Name)    )

On (Date) \_\_\_\_, 20\_\_, before me, \_\_\_\_\_, personally appeared (Name), 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 she executed the same in her authorized capacity, and that by her signature on the instrument she executed the instrument.

Subscribed and sworn to before me this \_\_\_\_ day of (Month), 20\_\_.

Signature \_\_\_\_\_

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

## SCHEDULE A

### (Name) REVOCABLE TRUST

The following listed property, all of which is the sole and separate property of (Name), is hereby transferred to the (Name) REVOCABLE TRUST as of (Date), 2002.

1. The Trustor's interest in the personal residence located at (Address) in (Name of City), California.
2. All household furniture and furnishings and other tangible articles of a personal nature located at the Trustor's personal residence.
3. All cash accounts in the Trustor's name or any Totten Trust of which the Trustor is the trustee, including any checking or savings account, treasury bill account, certificate of deposit, cash maximizer account, money market account, or any similar account(s) including all principal and any accrued interest to date.
4. The Trustor's credit union accounts with (Name) Credit Union.
5. The Trustor's interest in the time share account with (Name), Inc.
6. The Trustor's interest in the promissory note secured by deed of trust executed by (Name).
7. The Trustor's personal automobile.
8. The Trustor's interest in real property located in (Name), California, and consisting of five undeveloped acres in two parcels.