
APPENDIX A
Revocable Trust with Grantor Acting as Sole Trustee

DECLARATION OF TRUST
_____ FAMILY TRUST

THIS DECLARATION, made the _____ day of _____, _____,
by _____, of _____ (hereinafter referred to as “Grantor” and “Trustee”);

WITNESSETH:

1. TRUST PROPERTY. The Grantor has this day delivered the property described in Schedule A, attached hereto, to the Trustee and does hereby transfer ownership of such property. The Trustee agrees to act as Trustee of such assets and to hold, administer and distribute the property, together with all additions thereto and all reinvestments thereof, as the principal of a trust estate for the benefit of Grantor in accordance with the terms and provisions hereinafter set out.

Grantor or _____ attorney-in-fact may add property to the principal of this trust at any time. It is anticipated that upon the incapacity of the Grantor to handle _____ financial affairs, _____ attorney-in-fact will transfer substantially all of the Grantor’s remaining assets to this trust.

2. GRANTOR’S RIGHTS. The Grantor expressly reserves the right at any time upon written notice to the Trustee:

(A) To withdraw all or any part of the principal free and discharged of the terms and conditions of this Declaration and of the trust except as to terminating commissions if due; such right of withdrawal being personal to the Grantor and not exercisable by any court, attorney-in-fact, guardian, conservator or committee; and

(B) To revoke or amend this Declaration, and to alter or terminate the trust created; provided, however, that the duties, responsibilities and rate of compensation of a Trustee shall not be altered or modified by such amendment without the written consent of the Trustee. A Trustee may be replaced, however, by an amendment, without cause. At Grantor’s death, this trust shall become irrevocable.

3. DEFINITIONS. Wherever used in this agreement, (i) the words *issue* and *descendant* shall include descendants of whatever degree and shall include persons who shall have been legally adopted prior to reaching the age of 17 years and any children or issue (including any so adopted) of any such persons to the same extent as if each such adopted person had been born to such person’s adoptive parents; (ii) the word *minor* shall mean any person who shall not have reached the age of 21 years; (iii) references to *I.R.C.* or *Code* shall mean the Internal Revenue Code of 1986, as amended at any time, and references to any chapter or section of said Code shall be deemed also to refer to the comparable provisions of any subsequent revenue law; (iv) the words *spouse*, *wife* and *husband* shall mean the person Grantor or any beneficiary is married to at the time; (v) *Independent Trustee* shall mean a trustee who is not a beneficiary of the trust, not an employee of Grantor or of a beneficiary of the trust, and not related to Grantor or a beneficiary, all as defined in the Code; (vi) distributions *per stirpes* shall require a division into a sufficient number of equal shares to make one share for each child of such person living at the time of such disposition and one share for each then-deceased child of such person having one or more descendants then living, regardless of whether any child of such person is then living, with the same principal to be applied in any further required division of a share at a more remote generation; and (vii) *incompetent* shall mean any person whose ability to handle his or her financial affairs is impaired.