

PERSONAL PROPERTY TRUST AGREEMENT

THIS TRUST AGREEMENT made and entered into as of the ____ day of _____ 20____, by and between _____, of _____ County, _____(state), as grantor, referred to in the first person, and _____, a _____(state) corporation, as trustee, with the successor trustee collectively referred to as the “Trustee,” which term shall refer to whomever shall be acting as trustee under this agreement.

1. The name of this trust shall be “_____.”
2. I have transferred to the Trustee the assets described in the Schedule A attached hereto together with any additional assets deposited by me or any other person, with the consent of the Trustee.
3. The Trustee shall invest and reinvest the assets of this trust. The Trustee shall pay to me, or to such other beneficiary or beneficiaries, such portion of the net income and principal of this trust as I from time to time direct in writing.
4. In the event I am unable to manage my financial affairs due to legal, mental or physical disability, or illness, the Trustee may apply such sums of the net income and principal of the trust as it deems necessary, in its sole and absolute discretion, for my health, support and maintenance, or those dependent upon me for their support. Determination of my incapacity shall be made by two licensed physicians (including my personal physician, if any), and the Trustee may rely upon written certification of that determination.

5. I may revoke or amend this trust, in whole or in part, by written notice signed by me and delivered to the Trustee. The duties, liabilities and powers of the Trustee shall not be materially or substantially changed by any amendment without the Trustee's written consent.

6. After my death, the Trustee shall pay the undistributed net income and remaining principal of this trust to the trustee of the last dated revocable trust (as amended from time to time) created by me during my lifetime and into which my probate estate, if any, would pour, or if no such trust is in existence, to the personal representative of my estate, and upon such payment this trust shall terminate.

7. The Trustee shall have the powers now or hereinafter conferred by the statutes of the State of _____ upon the trustee of a _____ trust. In addition to the powers granted by law, the Trustee shall have the power to:

- a. Invest and reinvest in any forms of property;
- b. Sell any property transferred to the Trustee pursuant to the provisions of this agreement;
- c. Register securities in the name of a nominee;
- d. Vote stock for any purpose in person or by proxy, or decline to vote, at its discretion; and
- e. Sell, grant and purchase options.

8. No statute with respect to underproductive property shall apply to this trust.

9. The Trustee may resign upon thirty (30) days written notice to me. In the event of the Trustee's resignation, I shall within thirty (30) days appoint a successor Trustee. If I shall fail to appoint a successor Trustee, the Trustee, in its discretion, shall have the right to either: (i) appoint a

successor Trustee; or (ii) terminate this trust and deliver all remaining trust assets and undistributed net income to me. In the event there is no Trustee serving, the beneficiaries may appoint a Trustee.

10. The Trustee shall have the right to be reimbursed for any out-of-pocket expenses associated with this trust and the right to be paid reasonable compensation for its services rendered.

11. The Trustee agrees to submit to me at least annually a list of the investments of the trust and a full statement of account, showing all transactions of the principal and income since the date of the last preceding statement.

IN WITNESS WHEREOF, the undersigned has signed this instrument in duplicate, each of which shall be deemed an original, in the presence of the witnesses, whose names are subscribed below, as of the day and year first above written.

GRANTOR

The foregoing was published, declared and signed by _____, as grantor, as and to be his trust agreement, and we, at his request, in his presence and in the presence of each other, hereby subscribe as attesting witnesses.

WITNESSES:

Print Name: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

Acknowledged and subscribed before me by _____, the grantor,
() who is personally known to me or () who produced _____ as
identification, and sworn to and subscribed before me by the witnesses, _____,
() who is personally known to me or () who produced _____ as identification,
and _____, () who is personally known to me or () who produced
_____ as identification, and subscribed by me in the presence of the grantor
and the subscribing witnesses all on this _____ day of _____, 20____.

Signature of Notary Public

This trust agreement is accepted as of the day and year first above written.

WITNESSES: _____, a _____ corporation

Print Name: _____ By: _____
As its: _____

Print Name: _____

As to Trustee

SCHEDULE A