

DECLARATION OF TRUST
FOR _____

(u/d/t: November ____, 201__)

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

1 TRUST ESTATE

The Grantor does hereby transfer, assign, convey and deliver to the Trustee by appropriate instruments, and the Trustee shall and does accept all that certain property of the Grantor described in the Schedule A attached hereto and made a part hereof, which, together with any and all other property of the Grantor hereafter transferred and delivered to the Trustee, shall constitute the "Trust Estate" and shall be held, administered and distributed for the uses, purposes and objectives set forth in this trust instrument. It is intended that all property described in Schedule "A" which has not previously been transferred to the Trustee shall be deemed granted, transferred, and delivered to the Trustee immediately upon the execution hereof, notwithstanding that, by reason of legal formalities in processing documentation the recorded or nominal title to any such property may still be in the name of the Grantor.

As expressed in the previous paragraph, I understand that, despite my intent to convey it to the Trust by this instrument, title to some or all of the property listed in Schedule "A" (real property, bank accounts, stocks, etc.), is recorded or maintained in public or private institutions, and that, as to such property, I must formally convey it to the Trustee of the _____ Living Trust before it becomes property of this Trust. I also understand that this applies to any property I might hereinafter acquire and transfer to this Trust and that the vendee or grantee in such cases shall be "_____, Trustee of the _____ Living Trust," with the name of the Trustee being different as provided below in the event _____ is not then serving as Trustee.

2 PURPOSE.

The primary purposes of the Grantor in creating this Trust are to benefit the Grantor, to facilitate the management of the Grantor's estate during his life, to

expeditiously handle the Trust assets comprising the Trust Estate in the event of Grantor's incapacity, and to provide a convenient process for the ultimate devolution of the Grantor's estate. No tax benefit or detriment is intended. The rights and interest of remaindermen are subordinate to those purposes. The Grantor declares that any business objective of this Trust is limited to the preservation and protection of the Trust assets comprising the Trust Estate for the beneficiaries hereof. The provisions of this trust instrument shall be liberally construed in the interest and for the benefit of Grantor.

3 FUNDING OF TRUST.

This Trust shall be funded with assets transferred to this Trust by Grantor at the time of creating this Trust, or at any later time. This Trust may also receive property from any person or entity that is acting under the authority granted to that person or entity by Grantor. It is also expected that this Trust may receive assets pursuant to the terms of Grantor's Last Will and Testament.

4 PRIMARY TRUST BENEFICIARY.

The primary beneficiary of this Trust is the Grantor

5 MANAGEMENT OF TRUST ASSETS.

Trustee shall manage and distribute Trust assets for the benefit of Grantor and Grantor's successor(s) in interest in accordance with the terms of this Agreement.

6 NAME OF TRUST.

The Trust created under this Declaration shall be referred to as the _____
LIVING TRUST.

7 PAYMENTS DURING GRANTOR'S LIFETIME.

During Grantor's lifetime, Trustee shall pay all of the net income of this Trust, and also such sums from principal as Grantor may request at any time in writing, to or for the benefit of Grantor, or as Grantor may designate. Such payments shall be made at any time, upon request of Grantor. Grantor may change the amount of the payments at any time by providing written notice to Trustee. Any excess income shall be added to principal at the discretion of the Trustee.

7.1 Payments During Incapacity of Grantor.

During any period that Grantor is incapacitated, as defined below, Trustee may pay to or for the benefit of Grantor such amounts of income and principal as Trustee believes in Trustee’s sole discretion to be required for (i) Grantor’s support, comfort and welfare, (ii) Grantor’s accustomed manner of living, or (iii) any purpose that Trustee believes to be in the best interest of Grantor.

8 DEATH OF GRANTOR.

Upon the death of Grantor, and after the payment of Grantor’s just debts, funeral expenses, and expenses of last illness, the following distributions shall be made:

8.1 Specific Monetary Distributions.

The following specific distributions shall be made from the assets of the Trust.

A. _____

B. _____

C. If any above-named beneficiary does not survive Grantor, his or her bequest shall be distributed with the residuary assets of this Trust.

8.2 Devises

I devise and bequeath the following real property to:

_____, as community property with right of survivorship.

8.3 Tangible Personal Property.

Upon the death of Grantor and subject to the preceding provisions of this Trust,

A. To _____ my _____.

B, To _____ my _____.

If any above-named person does not survive Grantor, the tangible personal property shall be distributed with the residuary assets of this Trust.

E. Notwithstanding the foregoing, during the Grantor’s lifetime, the Grantor may, from time to time, prepare a Schedule “B” to this trust instrument which specifically designates that certain tangible personal property held in trust shall be distributed to certain named individuals. Once receipt of such schedule is acknowledged in writing by the Trustee, such Schedule “B” shall be binding upon the successor Trustees and conclusive as to matters described therein.

8.4 Residuary Assets.

A. At the Grantor’s death, after compliance with all other applicable provisions of this declaration of Trust, all the rest, residue and remainder of the Trust shall be distributed outright, and free of trust, _____ and _____, as community property with right of survivorship, or to the survivor of them.

B. If neither _____ nor _____ survive me, the residue and remainder of the Trust shall be distributed to my _____.

B. Alternate Distribution. If, at any time before full distribution of the Trust Estate, no disposition directed herein is effective, then the remaining balance of the Trust Estate shall be distributed outright and free of trust to and among the persons then living who, if the Grantor had died then, would have been the Grantor’s heirs at law under the then existing laws of the State of Nevada relating to the distribution of intestate property, in the proportions prescribed by such laws of distribution. If any of these people do not survive Grantor, this share shall be distributed proportionately to the other distributee(s) listed under this provision.

9 TRUSTEE POWERS.

Trustee, in addition to other powers and authority granted by law or necessary or appropriate for proper administration of Trust, shall have the following rights, powers, and authority without order of court and without notice to anyone:

9.1 Statutory powers

All powers, rights, duties and obligations of a trustee under the provisions of NRS 163.265 to 163.410, inclusive, which statutory provisions are expressly incorporated as if set forth in full herein, provided however, that in the event of conflict, the powers expressly enumerated below shall prevail.

9.2 Receive Assets.

To receive, hold, maintain, administer, collect, invest and re-invest the Trust assets, and collect and apply the income, profits, and principal of the Trust in accordance with the terms of this instrument.

9.3 Receive Additional Assets.

To receive additional assets from other sources including assets received under the Will of Grantor or any other person.

9.4 Standard of Care.

To acquire, invest, reinvest, exchange, retain, sell, and mortgage estate and Trust assets, exercising the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of that standard, Trustee is authorized to acquire and retain every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, bonds, debentures and other corporate obligation, and stocks, preferred or common, that persons of prudence, discretion and intelligence acquire or retain for their own account, even though not otherwise a legal investment for trust funds under the laws and statutes of the United States or the state under which this instrument is administered.

9.5 Retain Assets.

To retain any asset, including uninvested cash or original investments, regardless of whether it is of the kind authorized by this instrument for investment and whether it leaves a disproportionately large part of the estate or Trust invested in one type of property, for as long as the Trustee deems advisable.

9.6 Dispose of or Encumber Assets.

To sell, option, mortgage, pledge, lease or convey real or personal property, publicly or privately, upon such terms and conditions as may appear to be proper, and to execute all instruments necessary to effect such authority.

9.7 Settle Claims.

To compromise, settle, or abandon claims in favor of or against the Trust.

9.8 Manage Property.

To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.

9.9 Allocate Between Principal and Income.

To make allocations of charges and credits as between principal and income as in the sole discretion of the Trustee may appear to be proper.

9.10 Employ Professional Assistance.

To employ and compensate counsel and other persons deemed necessary for proper administration and to delegate authority when such delegation is advantageous to the Trust.

9.11 Distribute Property.

To make division or distribution in money or kind, or partly in either including disproportionate in-kind distributions, at values to be determined by Trustee, and Trustee's judgment shall be binding upon all interested parties.

9.12 Enter Contracts.

To bind the Trust by contracts or agreements without assuming individual liability for such contracts.

9.13 Exercise Stock Ownership Rights.

To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incident to the ownership of any stocks, bonds or other properties of the Trust.

9.14 Duration of powers.

To continue to exercise the powers provided in this Agreement after the termination of the Trust until all the assets of the Trust have been distributed.

9.15 Assets as a Single Fund.

To hold the assets of the Trust, shares, or portions of the Trust created by this instrument as a single fund, or as multiple funds for investment and management, without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trust shares need only be made on the books of Trustee for accounting purposes.

9.16 Compensation.

To receive reasonable compensation for Trustee's services under this Agreement and be exonerated from and to pay all reasonable expenses and charges of Trust.

9.17 Loans to Beneficiaries.

To make loans to any Trust beneficiary for the purpose of providing the beneficiary with the funds necessary to take advantage of exceptional business opportunities or to provide for the needs of the beneficiaries and their families.

9.18 Methods of Distribution.

To make payments to or for the benefit of any beneficiary (specifically including any beneficiary under any legal disability) in any of the following ways: (a) directly to the beneficiary, (b) directly for the maintenance, welfare and education of the beneficiary, (c) to the legal or natural guardian of the beneficiary, or, (d) to anyone who at the time shall have custody and care of the person of the beneficiary. Trustee shall not be obliged to see to the application of the funds so paid, but the receipt of the person to whom the funds were paid shall be full acquittance of Trustee.

9.19 Gifts

In the event Grantor, while he is acting as Trustee, desires to make a gift of Trust property, he shall give written direction to that effect to the Trustee. Trustee agrees to comply with any such written gifting request. Any such gift revokes the Trust as to the gifted property. No Trustee other than Grantor shall make any gifts of Trust property.

10 ADDITIONAL TRUSTEE PROVISIONS.

These additional provisions shall apply regarding Trustee:

10.1 Grantor as Trustee.

Grantor shall be the initial Trustee of this Trust.

10.2 Successor Trustee.

If the Grantor shall, for any reason, cease to act as Trustee, then _____ of _____ shall act as successor Trustee in his place and stead. If _____ shall, for any reason, fail to qualify or cease to act as Trustee hereunder, then _____ shall serve as successor Trustee in her place and stead, with power to appoint a federally chartered bank as successor Trustee. If for any reason _____ shall cease to act as Trustee hereunder without having appointed a successor Trustee as hereinabove provided,

then the Bank _____ is hereby appointed as successor Trustee to serve in his place and stead.

10.3 Resignation of Trustee.

Any Trustee may resign by giving written notice to the beneficiaries to whom income could then be distributed. Such resignation shall take effect on such date specified in the notice, but not earlier than thirty (30) days after the date of delivery of such written resignation unless an earlier effective date shall be agreed to by the beneficiaries.

10.4 Incapacity of Trustee.

If the Grantor becomes incapacitated, as defined in this paragraph, the successor Trustee, designated in Subsection 10.2 supra, shall become the Trustee, provided however that Grantor shall serve as Trustee until and unless he is incapacitated. Capacity of the Grantor shall be determined as follows: if, at any time upon 20 days' written notice to Grantor, as certified in writing by two (2) duly licensed medical physicians, one of whom is Grantor's family physician, Dr. _____, of _____, or as ordered by a court of competent jurisdiction over the Grantor, the Grantor has become physically or mentally incapacitated, the successor trustee shall become Trustee and thereafter, the Trustee then in office shall apply for the benefit of the Grantor, such amounts of net income and principal from the Trust Estate necessary in the Trustee's discretion for the proper health, support and maintenance of the Grantor in accordance with his accustomed manner of living at the date of this instrument, until the incapacitated Grantor, as certified by the same two (2) duly licensed medical physicians, or a court of competent jurisdiction over the Grantor, is again able to manage his own affairs or until the earlier death of the Grantor, provided however, that if at any time Grantor objects, by way of writing signed by Grantor and delivered to the said physicians and alternate Trustees, to such certification of incompetence by two physicians, supra, such certification shall become null and void and any alternate Trustee may serve only upon order issued by a court of competent jurisdiction over Grantor.

10.5 Adult Beneficiary Rights.

If Trustee resigns or for any reason ceases to serve as Trustee, and if the successor Trustee(s) designated by the Grantor fail or cease to serve as Trustee, then the adult beneficiaries to whom income could then be distributed, together with the adult beneficiaries to whom principal would be distributed if the Trust were then to terminate, may by majority action in writing appoint a successor Trustee. If agreement of a majority of the beneficiaries cannot be obtained within sixty (60)

days, a successor Trustee shall be appointed by the court having general jurisdiction of the Trust. Any successor Trustee appointed shall have all the rights conferred upon the original Trustee and shall be bound by the provisions of this Trust.

10.6 Accounting.

A. During the Grantor's Lifetime:

Any Trustee other than the Grantor shall render annual accountings to the Grantor, or if the Grantor is incapacitated, to the guardian of the Grantor's estate. By making any required accountings to such person or persons when the Grantor is incapacitated, the Trustee shall be deemed to have satisfied the Trustee's duty to make any accountings required by law.

B. After the Grantor's Death.

After the death of the Grantor, the Trustee shall render annual accountings to each beneficiary entitled to current income distributions, or, if none, to each beneficiary entitled to receive current discretionary distributions from income or principal, and to each living remainderman. If any beneficiary entitled to receive an accounting is a minor or otherwise under any legal disability, then such accounting shall be delivered to his parents or the guardians of his estate. The records of the Trustee relating to the Trust shall be open for inspection at all reasonable times by the beneficiaries of the Trust or by the legal guardian or other person who has care and custody of the person of a minor beneficiary or other beneficiary suffering under a legal disability. The Grantor expressly waives any requirement that the Trust created by this Agreement be submitted to the jurisdiction of any court, that the Trustee be appointed or confirmed by any court, or that the Trustee's accounts be heard and allowed by any court. This provision, however, shall not prevent any of the beneficiaries hereunder or the Trustee from requesting any of the procedures waived in this Article. Any beneficiary entitled to receive an accounting shall have sixty (60) days to object thereto in writing delivered to the Trustee. If any objection is received, it shall be resolved by agreement between the Trustee and the objecting party. Upon agreement or the expiration of the 60-day period, no party objecting, the accounting shall be final and conclusive as to all matters disclosed therein with respect to all beneficiaries, including unborn and unascertained beneficiaries, and the Trustee shall not be liable to any beneficiary as to such matters except for his intentional wrongdoing or fraud.

C. Any dispute concerning this subsection shall be resolved by reference to the provisions of NRS 165.122 through NRS 165.149.

10.7 Bond.

No bond shall be required of any Trustee.

11 RIGHT TO DIRECT INVESTMENTS.

At any time that Trust has investments, and provided that Grantor is not incapacitated, Grantor may direct any Trustee to purchase, sell, or retain any Trust investment.

12 REVOCATION OR AMENDMENT.

12.1 Power to Revoke.

During the Grantor's lifetime, the Grantor may revoke this trust, in whole or in part, by an instrument in writing signed by him and delivered to the Trustee. On revocation, the Trustee shall promptly deliver to the Grantor all or the designated portion of the Trust assets. If this trust instrument is revoked with respect to all or a major portion of the Trust assets subject to this trust instrument, the Trustee shall be entitled to retain sufficient assets to reasonably secure payment of liabilities lawfully incurred by the Trustee in the administration of the trust, including Trustee's fees that have been earned, unless the Grantor shall indemnify the Trustee against loss or expense. No revocation of this Trust shall be effective unless and until all of the following requirements are satisfied:

- The revocation must be accomplished by a written document signed by the Grantor.
- The document must be acknowledged before a notary public.
- The document must be delivered before the death of the Grantor to the Trustee.

12.2 Power to Amend.

During the Grantor's lifetime, the Grantor likewise reserves the power to amend any of the terms of this Trust by an instrument in writing signed by him and delivered to the Trustee. No amendment shall substantially increase the duties or liabilities of the Trustee or change the Trustee's compensation without the Trustee's consent, nor shall the Trustee be obligated to act under such an amendment unless the Trustee accepts it. If a Trustee is removed, the Grantor shall pay to the Trustee any sums due and shall indemnify the Trustee against liability lawfully incurred by him in the administration of the Trust Estate. No amendment of this Trust shall be effective unless and until all of the following requirements are satisfied:

- The amendment must be accomplished by a written document signed by the Grantor.

- The document must be acknowledged before a notary public.
- The document must be delivered before the death of the Grantor to the Trustee.

12.3 Irrevocable on Death.

After the death of the Grantor, this trust instrument may not be revoked, amended or terminated in any respect, and the Trust created under this trust instrument may not be revoked or terminated except through distributions permitted or required pursuant to the terms of this trust instrument.

12.4 Effect of Incapacity of Grantor on Power to Revoke or Amend.

All of the Grantor's powers to revoke and amend which are described in above are personal to the Grantor and, in the event of the Grantor's disability, may be exercised on behalf of the Grantor by (1) a conservator or guardian of the estate of the Grantor with court approval or (2) the holder of a durable power of attorney for the purpose of making gifts or taking other actions that are authorized by express provisions of the durable power.

12.5 Jurisdiction of Court.

Nothing contained in this Article shall affect the jurisdiction of the courts of competent jurisdiction or abridge the power of such courts to determine matters related to this Trust, including, but not limited to, matters set forth in Nevada Revised Statutes §164.015 and §153.031. If Trustee consents, the powers of revocation, but not the power of amendment, may be exercised by a duly appointed and acting attorney-in-fact for Grantor for the purpose of withdrawing assets from Trust.

13 GOVERNING LAW.

This Agreement shall be construed in accordance with the laws of the State of Nevada.

14 PERPETUITIES SAVINGS CLAUSE.

Despite any other provision of this Agreement to the contrary, the Trust created by this Agreement shall terminate no later than 21 years after the death of the last

surviving beneficiary of this Agreement who is living at the time of the death of Grantor.

15 SEVERABILITY.

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16 MISCELLANEOUS PROVISIONS.

16.1 Paragraph Titles and Gender.

The titles given to the paragraphs of this Trust are inserted for reference purposes only and are not to be considered as forming a part of this Trust in interpreting its provisions. All words used in this Trust in any gender shall extend to and include all genders, and any singular words shall include the plural expression, and vice versa, specifically including “child” and “children”, when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or number.

16.2 Thirty Day Survival Requirement.

For the purposes of determining the appropriate distributions under this Trust, no person or organization shall be deemed to have survived Grantor, unless such person or entity is also surviving (or in existence) on the thirtieth day after the date of the Grantor’s death.

16.3 Liability of Fiduciary.

No fiduciary who is a natural person shall, in the absence of fraudulent conduct or bad faith, be liable individually to any beneficiary of Grantor’s Trust Estate, and Grantor’s Trust Estate shall indemnify such natural person from any and all claims or expenses in connection with or arising out of that fiduciary’s good faith actions or nonactions of the fiduciary, except for such actions or nonactions which constitute fraudulent conduct or bad faith. No successor trustee shall be obliged to inquire into or be in any way accountable for the previous administration of the Trust property.

the grantor and in the presence of each other and at the request of the grantor; that said grantor at the time of the execution of the living trust appeared to them to be of full age and of sound mind and memory.

Dated this ____ day of _____, 2013.

Sign _____

Sign _____

Print name:_____

Print name:_____

Address:_____

Address:_____

City, State, Zip_____

City, State, Zip:_____

*Prepared by:
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Schedule A:

Real Estate:

- _____
- _____

Tangible Personal Property:

- _____
- _____

Savings, Bank Accounts, Etc:

- _____
- _____

Securities:

- _____

Life Insurance

- _____