

TRUST
(For a Minor)

This Indenture of Trust and Agreement made this ____ day of _____, 200_, between ____ (Name of Grantor)____, residing in the Town of _____ and County of _____, hereinafter designated as the Grantor; and ____ (Name of Trustee)____, residing in the Town of _____ and County of _____, hereinafter designated as the Trustee.

WITNESSETH:

WHEREAS, the Grantor desires by this agreement to establish a trust of the property hereinafter described for the primary benefit of ____ (Name of Beneficiary)____ and upon the conditions and for the purposes hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Grantor has herewith assigned, transferred, conveyed and delivered to the Trustee the property described in Schedule A annexed hereto, receipt of which is hereby acknowledged by the Trustee, and hereinafter designated as the Trust Estate, which shall be held by the Trustee, IN TRUST, for the following uses and purposes and upon the following terms and conditions:

1. The Trustee shall hold or invest and reinvest the Trust Estate and collect and receive the income and profits therefrom pursuant to the terms hereof.

2. The Trustee is hereby authorized to accumulate and add to the principal of this Trust, at the end of each fiscal year, any income not needed for the purposes of this Trust.

3. In the event that, in the discretion of the Trustee, the income and/or the principal of the Trust is needed for the college or trade school expenses or tuition of the beneficiary or for the extraordinary medical expenses of the beneficiary, or for the reasonable and necessary living expenses of the beneficiary, the Trustee is authorized to apply so much of the income and/or principal of the Trust to or on behalf of said beneficiary, in such amounts, as the Trustee shall deem necessary. **[Different or additional invasion provisions may be selected]**

4. When the beneficiary herein attains the age of twenty-three, the Trustee is to pay over and distribute to such beneficiary the entire Trust principal and any accumulated income thereon. **[Different distribution age may be selected]**

5. If the beneficiary of this Trust shall not survive to his twenty-third birthday(**Different age may be selected**), the entire Trust principal and any accumulated income thereon shall be retained by the Trustee to be held herein for the benefit of and/or equally distributed to, as the case may be, (**select alternate beneficiaries of the Trust, i.e.:** the then living children of the Trustee; and, if none shall survive to their twenty-third birthday, then the entire Trust principal and any accumulated income thereon shall, by the Trustee, be distributed to "X", if surviving; and, if not, to "Y", if surviving; and, if not, "Z".)

6. The Trustee shall have the following powers, in addition to all other powers of administration given to the Trustee by Law or by this instrument, to be exercised in his/her sole and absolute discretion:

a. To transfer, distribute or pay over any such property to the person entitled thereto hereunder in kind or in money, or partly in kind and partly in money, and to that end to assign individual interests in either real or personal property.

b. To insure, protect, maintain, improve, repair or restore any real or personal property held hereunder.

c. To do all such acts, take all such proceedings and exercise all such rights and privileges although not herein specifically mentioned with respect to any such real or personal property, including selling or otherwise liquidating same, as in his or her discretion is in the best interest of the Trust Estate.

d. To act as Director and/or Officer of and operate, manage and/or supervise any corporations whose stock is held hereunder and, in that regard, to vote by proxy any such stock on behalf of the Trust Estate.

[Different or additional powers may be selected, provided they are allowed by the laws of your State]

7. Any gift, income or estate taxes or other death taxes, including interest and penalties, which may become due from the Grantor or the Trust Estate shall be paid by the Trustee or from the principal or income or both of the Trust Estate.

8. No beneficiary of this Trust shall have the right to alienate, encumber or hypothecate his or her interest in the Trust Estate or any principal or income in any manner, nor shall the interest of any beneficiary be subject to the claims of his or her creditors or be liable to attachment, execution or other process of law; provided, however, that the Trustee may make payments to any beneficiary under disability by making them to such beneficiary, or to the guardian of his or her person or estate, or the parent of an infant beneficiary, and the Trustee may apply payments for the benefit of any beneficiary whether he or she is under a disability or not.

9. The Grantor hereby relinquish their right to reserve the power to alter, amend, revoke, or terminate this Trust Agreement, in order that the Trust herein created shall be deemed irrevocable. **[This provision makes the Trust irrevocable, the Grantor may choose to reserve the right to alter or even terminate the Trust. Seek the advise of an attorney]**

10. The validity, effect, construction, and enforcement of this Trust Agreement shall be determined by the Laws of the State of _____.

11. The Trustee hereby waives any compensation hereunder. The Trustee may seek reimbursement for any expenses he/she may incur during the performance of his/her duties hereunder. **[Provisions for Trustee compensation may be selected]**

12. If the Trustee named herein shall be unable to serve, or upon his death, then _____(Name alternate Trustee)_____ shall be the Trustee herein.

13. No bond or other surety shall be required of any Trustee appointed herein or to his/her successors.

14. The Grantor or any other person or entity may transfer, from time to time, additional real or personal property of any kind to this Trust. Any such additional property once so transferred shall be administered in accordance with the terms of this Trust.

IN WITNESS WHEREOF, the Grantor and Trustee have set their hands and seals to be affixed hereto, the day and year first above written.

(Name), Grantor

(Name), Trustee

(Acknowledgment)

STATE OF _____:
COUNTY OF _____: ss.:

On the _____ day of _____, 200_, before me personally came _____ (Name of Grantor)_____ and _____ (Name of Trustee)____, to me known and known to me to be the individuals described in and who executed the foregoing Instrument, and they duly acknowledged to me that they executed the same.

Notary Public

SCHEDULE A

(List the assets to be placed in the Trust)