THE _________________ FAMILY TRUST AGREEMENT

THIS trust agreement is hereby entered between ________________________ of ________________________ as Grantor and ________________________ as Trustee for the ________________________ Family Trust.

WHEREAS, the Grantor desires to establish a trust of the property described in the attached Schedule A and other property which may be added from time to time; and

WHEREAS, the Trustee desires to accept property from the Grantor and to hold and manage such property for Grantor's descendants in accordance with the intentions of the Grantor as set forth in this Agreement;

THEREFORE, in consideration of the mutual promises and covenants contained herein, Grantor does hereby create the ___________ Family Trust, and, further, Grantor and Trustee agree as follows:

ARTICLE I. DEFINITIONS

1. Definitions. In this Agreement the following terms shall mean:
(1) “Agreement” means this ______________ Family Trust Agreement including any attached Schedules.

(2) “Beneficiary” means an individual who is authorized to receive a distribution under this Agreement.

(3) "Child" or "children" used in this agreement include children now living and any hereafter born and shall include adopted children in each case, as well as natural born children.


(5) "Grantor" hereinafter refers to ____________________________.

(6) “Inclusion ratio” has the meaning set forth in Section 2642 of the Code.

(7) "Issue" person means all the lineal descendants of the Grantor of all generations whether by blood or by adoption.

(8) "Legal representative" means:

   (a) a parent of a minor child, if the laws of child’s state gives the parent power over the child’s property without a judicial proceeding.

   (b) a guardian, conservator or similar fiduciary:

   (c) an attorney-in-fact, if the power of attorney provides for the exercise of such a right.

(9) “Primary Beneficiary” is a lineal descendant of the Grantor who is apportioned a share of the Trust property under this Agreement.

(10) “Trust” refers to the ________________ Family Trust established in this Agreement.
"Trustee" means the one or more persons or entities then serving in the office of Trustee of the Trust.

ARTICLE II. PROPERTY

1. Grantor does hereby assign, convey, transfer and deliver to the Trustee all of the property listed on the attached Schedule A.

2. Trustee hereby accepts and acknowledges receipt of the property listed on the attached Schedule A.

3. The Trustee agrees to hold the property listed in Schedule A in trust in accordance with the provisions of this Agreement.

4. Until the Grantor’s death, Trustee shall hold the property so transferred under this Agreement in the Trust and may, from time to time, distribute to Grantor’s living issue some, or none of the net income and/or principal in such amounts and proportions (whether equally or unequally, and even to the exclusion of one or more beneficiaries) as Trustee, in its sole discretion, deems appropriate, after taking account of all other sources of funds available to them. Trustee shall accumulate any net income not so distributed and add it to principal at least annually. No such distribution shall be deemed to be an advancement, and no such distribution shall be made that would discharge anyone’s legal obligation to support any of such issue.

5. Upon the death of the Grantor, the Trustee shall apportion the trust property into equal shares for each child of the Grantor, with each child being the Primary Beneficiary of that share.

ARTICLE III. PRIMARY BENEFICIARIES

1. Each Primary Beneficiary has an apportioned share of the Trust.

2. Each share shall be administered in accordance with the provisions of this Article.

3. The Trustee shall pay to the Primary Beneficiary so much or all, if any, of any balance of the Primary Beneficiary’s share of the Trust as the Trustee in its sole and absolute discretion determines to be advisable from time to time, considering or not considering resources
otherwise available, for any purpose or reason whatsoever, including the termination of the trust, and also including distributions for the:

(1) health, education, support or maintenance of a person;

(2) purchase, renovation, maintenance, upkeep, operation or improvement of a single family residence;

(3) purchase of an existing business, or an interest in a business, in which the beneficiary receiving the distribution, or a parent, child or sibling of such beneficiary, will be employed by such business after the purchase for a reasonable time; and

(4) creation of a business or professional practice, or an interest in such a business or practice, by a beneficiary establishment by a beneficiary hereunder of an interest in a business or professional practice in which such beneficiary will be employed for a reasonable time.

4. In the Trustee’s discretion, the Trustee may make a distribution for a purpose described in Section 3(1) through 3(4) of this Article for the benefit of:

(1) a child of the Primary Beneficiary;

(2) a parent of the Beneficiary, excluding the Grantor and any spouse of the Grantor; or

(3) the spouse of a Primary Beneficiary, if the spouse meets the criteria state in Section 14 of this Article;

from a portion of the Primary Beneficiary’s share of the Trust, taking into account all resources available to the beneficiaries, but without having to observe any rule of equality of enjoyment among the beneficiaries.

5. If conflict occurs or may occur between the needs of one or more beneficiaries under this Agreement, and the beneficiaries are from different generations of the Grantor's issue, the Grantor wishes, but does not direct, that the Trustee will give preference to the beneficiary or beneficiaries that are closest in lineage to the Grantor.
6. Upon the death of the Primary Beneficiary, the surviving spouse of the Primary Beneficiary may continue to receive distributions from the Trust during the spouse’s life, in the Trustee’s discretion.

7. Upon the death of the Primary Beneficiary with children but no spouse, the remaining principal of the Primary Beneficiary’s share shall be apportioned in equal shares for each child of the Primary Beneficiary. If a child of the Primary Beneficiary predeceased the Primary Beneficiary, that child’s share shall be further divided into shares for each of the deceased child’s children, however, if the predeceased child had no issue, the predeceased child’s share shall be apportioned equally among the shares allocated to the Primary Beneficiary’s other children. Upon the apportionment of shares to each child, the child becomes a Primary Beneficiary under this Agreement.

8. Upon the death of a Primary Beneficiary with no spouse and no children, the remainder of the share of the deceased Primary Beneficiary shall be equally apportioned per stirpes among the Primary Beneficiaries who are issue of the same generation as the Primary Beneficiary, including any deceased members who are issue of the same generation.

9. Trustee shall accumulate any net income not so distributed and add it to principal at least annually.

10. No distribution under this Article shall be deemed to be an advancement, and no such distribution shall be made that would discharge the beneficiary’s legal obligation to support any of issue.

11. A beneficiary may not alienate or in any other manner assign or transfer the beneficiary’s interest in any trust hereunder, and no one (including a spouse or former spouse) may attach or otherwise reach any interest of any beneficiary hereunder to satisfy a claim against that beneficiary, whether the claim is legal or equitable in origin. The provisions of this Article shall not limit or otherwise affect any power of appointment conferred upon a beneficiary or the right of a beneficiary to disclaim or release any interest created hereunder.

12. Trustee may take any reasonable steps to disburse funds to or for a beneficiary, including:

   (1) distribution, either by hand or mail, to the beneficiary or the guardian of the person or property (whether the guardian is formally appointed or a natural guardian);

   (2) distribution to a custodian for the beneficiary under the Uniform Transfers to Minors Act (or similar statute) of any state;
(3) deposit to the account of the beneficiary in any federally insured depository;

(4) direct application for the benefit of the beneficiary; or

(5) distribution to a new or existing trust for the beneficiary.

13. The receipt by a payee with respect to each payment of principal or income of the trust to such payee made in any manner specified in this Agreement shall be a full discharge of the Trustee, and the Trustee shall not be responsible for the subsequent application of any such payment.

14. A natural person married to a Primary Beneficiary may receive a distribution under this Article if the spouse is legally married to the Primary beneficiary and makes their residential home with the Primary Beneficiary at the time distribution is to be made. If either the Primary Beneficiary or the spouse of the Primary Beneficiary resides in a medical or psychiatric care facility the spouse may receive distribution otherwise would comply with this subsection.

ARTICLE IV. DISPOSITION OF FINAL TRUST ASSETS

1. If there is no issue of the Grantor nor a spouse of the Issue of Grantor, the Trustee shall distribute the then remaining principal to the following charitable organizations in equal shares:

   (1)
   (2)
   (3)
   (4)
   (5)
   (6)

2. If at the time of a distribution is to occur under Section 1 of this Article, one or more of the organizations identified in this Agreement would fail to qualify as a charitable organization under the provisions of the Code, the Trustee shall instead distribute the amount of that organization's distribution to one or more qualified charitable organizations the Trustee, in its
uncontrolled discretion, deems advisable and also in such proportions as the Trustee deems advisable.

ARTICLE V. GENERAL TRUST PROVISIONS

1. This trust shall be irrevocable and not subject to amendment by Grantor or any other person. However, if, after the effective date of this agreement, any future requirements imposed by the Code or any regulations would cause the intended generation-skipping transfer tax status to be lost because of the failure of such trust to terminate for any reason, Trustee shall have the power to amend this Agreement as necessary to comply with the requirements imposed by the Code or the regulations, so that the intended generation-skipping transfer tax status of the trust is preserved. Trustee may rely upon the advice of counsel in taking any action pursuant to the authority given to Trustee, and Trustee shall be without liability therefore.

2. Trustee may, in its uncontrolled discretion as it deems advisable, agree to any condition upon the transfer of any such addition and may reject or disclaim any such transfer. With the consent of Trustee, any person may add property to any trust hereunder, and such property shall thereafter be held by Trustee as a part thereof. However, no property shall be added to a trust if such addition would cause the inclusion ratio of such trust to become other than zero (0). Instead, such property shall be held as a separate trust with terms identical to those of the trust to which the property would have been added.

3. If, at any time, a trust is set aside for any person or persons under the terms of this agreement which is substantially the same as any other trust established for that person or persons, Trustee may, in its sole discretion, merge the trust created hereunder with the other trust for such person or persons, and the two trusts shall thereafter be held, administered, and distributed as one. However, Trustee shall not combine any trust having an inclusion ratio of other than zero (0) with a trust having an inclusion ratio of zero (0).

4. When the Trustee determines that a beneficiary qualifies for a distribution under this Agreement and beneficiary is a minor, is incapacitated, or because of other circumstances which the Trustee determines are impractical or undesirable to make a payment directly to the beneficiary, the Trustee in its discretion may apply the payment of the distribution for the beneficiary's benefit in the manner the Trustee thinks best for the beneficiary, without considering the beneficiary's other resources. Any distribution may be made:

(1) directly to the beneficiary even though the beneficiary is a minor or is incapacitated;

(2) to the guardian of the beneficiary, if the beneficiary is a minor; or
(3) to a custodian for the beneficiary, if the beneficiary is a minor, under any applicable Uniform Gifts or Transfers to Minors Act.

The payee’s receipt of any payment made in accordance with this subsection shall be a sufficient discharge of the Trustee so that Trustee need not see to the further application thereof.

5. Whenever the principal of the trust or of a separate trust share is to be apportioned or distributed hereunder, any net income of the trust or of such separate share which has not been added to principal and is then undistributed shall be apportioned or distributed in the same manner as such principal.

6. At any time, the holder of a beneficial interest, power or right hereunder, or the legal representative of such person, may release or disclaim and/or renounce the holder's interest, power or right in whole or in part in any manner permitted by law, by a "transfer" complying with Section 2518(c)(3) the Code, or by giving the Trustee written notice, executed by the holder and acknowledged before a notary public.

1) If such notice describes the action taken as a disclaimer and/or renunciation (and not as a release) and it is effective when permitted by Section 2518 of the Code, its effective date shall be the earlier date, if any, when he beneficial interest, power or right vested irrevocably in the holder. Once any distribution of property in respect of a beneficial interest has been accepted or a power or right has been exercised (other than a disclaimer thereof), the disclaimer and/or renunciation shall be treated as through it were a release.

2) Except as otherwise expressly provided herein, to the extent a release or disclaimer and/or renunciation is effective, the beneficial interest, power or right subject thereto shall be treated as if the holder thereof had died on the effective date of such release or disclaimer and/or renunciation.

7. Grantor expressly reserves the right to substitute other property for that property then held by Trustee, provided that the property so substituted shall be of equal value to the property so replaced. The right granted in this Section is a personal right of Grantor and is not to be considered exercisable in a fiduciary capacity. Grantor has the right to relinquish this power of substitution and may do so by giving Trustee thirty (30) days written notice.

ARTICLE VI. TRUSTEE'S POWERS
1. Subject to Article V above, the Trustee shall have the power and authority in its uncontrolled discretion, in addition to its powers conferred upon it by law and its other powers under this instrument, to do as follows:

(1) To retain cash or other property transferred to the trust, whether or not such property is authorized for investment.

(2) To receive from any source additions to the principal of this trust and to hold and administer the same as though they were a part of the original principal.

(3) To make bona fide loans to any person, including a trust beneficiary, or to the estate of Grantor or Grantor's spouse.

(4) To sell, exchange, mortgage or lease any assets of the trust for a term ending within or extending beyond the term of the trust.

(5) To invest in any securities and properties it deems advisable, including, but not limited to, common stock, preferred stock, mutual funds, and corporate and government debt instruments.

(6) To exercise all rights of ownership over any property held in trust, and settle, compromise or submit for arbitration all claims due from or to the trust.

(7) To borrow money for any purpose incidental to the administration of the trust for the protection of trust assets, and to mortgage or pledge trust assets for payment.

(8) To divide or distribute the trust whenever required, in whole or in part, in cash, securities or other property, or undivided interests. In making such a division or distribution, the judgment of the Trustee concerning its suitability as a trust investment and its valuation shall be binding on all parties.

(9) To pay the premiums or assessments on life insurance policies held hereunder and to change the beneficiaries thereof.

(10) To vote directly and give discretionary or other proxies for voting any securities held hereunder, including shares of any investment company of which an affiliate of the Trustee is investment adviser.
(11) To join with other security holders in acting through committees, depositories, trustees or otherwise; to participate in any plan or proceeding, including any voting trust plan, for liquidating, protecting, or enforcing any right, obligation or interest arising from any property of the trust, or for reorganizing, consolidating, merging or adjusting the finances of any corporation, to accept in lieu thereof any new or substituted securities, whether of the same or a different kind or class, or with different priorities, rights or privileges, to pay any assessment or expense incident thereto, and to take any action that the Trustee may deem necessary or advisable in connection therewith.

(12) To deduct from or reserve against income or principal such reasonable amounts as the Trustee considers properly chargeable thereto for any taxes, expenses, charges and liabilities, whether then accrued or estimated.

(13) To rely on such information the Trustee obtains and believes is not incorrect with respect to heirship, relationship, survivorship or other fact needed to determine the identity of any issue under this Agreement, without any liability for so doing.

(14) To litigate, submit to arbitration, compromise or settle any claim in favor of or against any trust hereunder, and to execute all agreements, deeds and releases necessary or proper in connection therewith.

(15) To employ, retain or consult accountants, investment counsel, including an affiliate of the Trustee (and give them investment discretion), attorneys-at-law, other advisors and agents, and to pay their compensation and expenses in connection therewith from the trust (except to investment counsel which is an affiliate of the Trustee), without reduction of compensation otherwise payable to the Trustee.

(16) Except as otherwise provided, to determine whether items received by any trust hereunder shall be allocated to principal or income, or partly to principal and partly to income, and to determine whether expenses, charges and liabilities incurred by any trust hereunder shall be charged against principal or income or partly against principal and partly against income.

(17) To exercise any right granted the Trustee under any qualified pension, profit-sharing, IRA plan or other retirement plan or trust as to the manner of payment of the proceeds received by the Trustee therefrom and any right granted the Trustee relating to the federal income taxes incurred by reason of such proceeds.
(18) To commingle, for convenience of administration, any money or investments of separate trusts hereunder with one another and with those of other trusts of which it is the trustee.

(19) To rent or lease trust property for such periods of time (including ones extending beyond the termination of every trust hereunder) and upon such terms as the Trustee deems proper; to subdivide and build upon any real property held hereunder.

(20) To abandon any trust property which the Trustee deems to be of insufficient value to justify the expense of retailing it.

(21) To serve as partner or general partner of a partnership or manager of a limited liability company.

(22) To operate and develop mineral, oil and gas interests and farms.

ARTICLE VII. TRUSTEE ADMINISTRATIVE PROVISIONS

1. The Trustee shall be entitled to reasonable compensation for its services hereunder, but not less than at the rates for trusts of a similar size and character. In the event that the Trustee shall render any extraordinary services, it shall be entitled to additional compensation therefor.

2. The Trustee shall be under no duty to scrutinize the transactions or conduct of a fund the shares of which are held hereunder, but shall cause a copy of each annual or other report when received from the fund to be mailed to each beneficiary who is then eligible to receive a distribution from the trust. Such beneficiary (or if such beneficiary is not of full age and legal capacity, the beneficiary's legal representative or, if none, a parent of the beneficiary), and not the Trustee, shall have the right to assent or object to any transaction stated in such report or shown thereby and to bring any action against the fund or the fund's investment adviser that the Trustee might have brought on account of such a transaction.

3. The Trustee shall have no responsibility for the payment of premiums unless any policy of life insurance made payable to the Trustee is assigned to the Trustee, the owner of the policy shall retain all incidents of ownership thereof and the Trustee shall have no responsibility for the payment of premiums thereon. The Trustee shall be entitled to indemnification from the trust principal for the expense of any legal proceedings taken to collect the proceeds of any life insurance policy.
4. No purchaser or other person relying in good faith on any act of a Trustee relating to any property held by such Trustee need inquire concerning the authority of such Trustee or as to any facts required by the provisions hereof for the exercise of such authority by the Trustee alone.

5. The Trustee shall serve without giving bond or surety. The Trustee shall be liable only for its willful misconduct.

6. No successor Trustee hereunder shall have any duty to account for or inquire into the acts or omissions of any predecessor Trustee nor be liable for any such act or omission. Whenever a successor Trustee has accepted appointment as such, title to the trust property shall automatically vest in the successor as Trustee.

7. Anyone may rely fully upon any statement of fact certified by any Trustee and acknowledged before a notary public.

8. In the event the Trustee is unable, or it is inconvenient for the Trustee, to act with respect to any trust property, the Trustee shall have the power from time to time to designate in writing an individual or entity having trust powers, to act as Designated Trustee with respect such property. Each Designated Trustee shall have all of the Trustee's powers with respect to the specified property provided under this Agreement except as otherwise specified in the designation by the Trustee and subject to any directions given from time to time in writing by the Trustee. Any Designated Trustee may resign at any time by delivery of a written resignation to the Trustee, and the Trustee may at any time, by written notice to the Designated Trustee, remove the Designated Trustee.

ARTICLE VIII. SUCCESSOR TRUSTEE

1. The Trustee may resign as trustee under this Agreement by delivery of a written resignation to the Grantor, if living, and, if the Grantor is not then living, to each Primary Beneficiary of the Trust. This written resignation can be deliveredelectronically.

2. A majority of the Primary Beneficiaries may, upon thirty days' written notice delivered to the Trustee, remove the Trustee.

3. If the Trustee fails or ceases to act as Trustee of trust hereunder, the Grantor, if living, or, if the Grantor is deceased, a majority of the Primary Beneficiaries may, upon thirty (30) days
written notice delivered to the Trustee, appoint a successor Trustee, except that the successor Trustee shall not be the Grantor. If the Grantor or a majority of the Primary Beneficiaries, respectively, shall fail to appoint a successor Trustee within thirty (30) days after the Trustee has resigned, a successor Trustee may be appointed by the Trustee so resigning upon written notice to any beneficiary of the Trust with respect to which the Trustee has resigned. In the case of any vacancy in the office of Trustee hereunder not filled within sixty (60) days after such vacancy occurs, a successor Trustee may be appointed by any court having jurisdiction. Each such appointment not made by a court shall take effect upon written acceptance of the office.

4. Upon giving notice of resignation or upon receiving notice of removal, Trustee shall deliver a statement of its activities to the date of such notice for which it has not reported to the person or persons to whom Trustee gave notice of resignation or who were authorized to remove Trustee. Such person or persons shall have sixty (60) days from receipt of such statement to file with Trustee any objections to its actions as Trustee. If no such objections are filed, Trustee shall be without any further liability or responsibility to any past, present, or future beneficiaries.

No successor Trustee shall be required to examine into the acts of its predecessor Trustee, and each successor Trustee shall have responsibility only with respect to the property actually delivered to it by its predecessor Trustee.

ARTICLE IX. MISCELLANEOUS

1. If a beneficiary hereunder institutes or becomes party (other than as a defendant) to a proceeding to contest the validity of the Grantor's will or this trust agreement or any provision thereof, or to a proceeding to prevent the implementation of any provision of such will or agreement, all beneficial interests of the beneficiary and his or her issue hereunder shall cease, and such beneficiary and issue shall be deemed to have died, as of the date such proceeding was instituted. Such a proceeding shall not include a petition for instructions for interpretation of said will or agreement instituted in good faith by said beneficiary and having a reasonable basis.

2. This agreement represents the final and entire agreement between the parties, and supersedes all prior or contemporaneous agreements, express or implied, written or unwritten.

3. If any part of this agreement is held to be invalid or otherwise unenforceable, the remainder of the agreement shall remain in force and effect to the full extent permitted by law.
4. The article headings hereunder are for convenience only and shall not be deemed to affect the meaning or interpretation of any provision hereof. The singular shall include the plural and the plural shall include the singular where the context so admits.

5. This agreement may be executed in one or more counterparts, each of which shall be deemed to be the original.

6. The State of Delaware is designated as the situs of the Trust, and all questions pertaining to the validity and construction of this trust instrument or the administration of such trust shall be determined in accordance with the laws of Delaware, each beneficiary is subject to extraterritorial service of process in connection with such an action, and service of process in any such action may be made upon a beneficiary by mailing the document being served by certified or registered mail to the beneficiary at the beneficiary's address as shown on the Trustee's records.

Signed as of this day of ____________________, 20__.

GRANTOR

________________________________
(Typed name of Grantor)

TRUSTEE

(Typed name of Trustee)

BY: _____________________________

ITS: (office of signatory for trustee)

The terms of this trust agreement set forth the intentions of Grantor, and are in proper legal form.
________________________
Attorney for Grantor (Signature)

________________________
Attorney's Name and Firm (Please Print)

________________________
Attorney's Address-Street

________________________
City, State and Zip Code

STATE OF _______________________
COUNTY OF _____________________

On this, the day of __________, 20___, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared __________ (name of Grantor), known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

________________________
NOTARY PUBLIC

My commission expires: ____________________

STATE OF _______________________
COUNTY OF _____________________
On this, the day of ______________________, 20________, before me the undersigned, a Notary Public in and for the State and County aforesaid personally appeared, who acknowledged him/herself to be] of  (name of Trustee), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of (name of Trustee) by him/herself as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

__________________________________
NOTARY PUBLIC
My commission expires:____________________

JOHN DOE TRUST
SCHEDULE A

Ten ($10.00) Dollars

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