

CALIFORNIA LIVING TRUST AGREEMENT

Trustor(s): _____

Trustee(s): _____

Article 1 – Trust Formation

The Trustor(s) hereby establish this Living Trust (the “Trust”) as a revocable trust for the purpose of holding, managing, and distributing Trust assets during the Trustor’s lifetime and after death, subject to the terms and conditions set forth herein. The Trust is created under and governed by the laws of the State of California.

Article 2 – Identification of Trustor(s)

The Trustor(s) of this Trust is/are the individual(s) named above. The Trustor(s) reserve all rights to amend or revoke this Trust during their lifetime.

Article 3 – Trust Property

All property transferred to the Trust shall be held and managed by the Trustee(s) pursuant to the terms of this Agreement. The list of Trust assets shall be maintained separately and may be amended by the Trustor(s) during their lifetime.

Article 4 – Trustee Powers and Duties

The Trustee(s) shall have full power to manage, invest, reinvest, sell, lease, transfer, and otherwise administer the Trust property in a prudent and reasonable manner. This includes the power to borrow money, encumber Trust assets, and employ agents and advisors. The Trustee(s) must act in the best interest of the Trust and the beneficiaries, adhering to fiduciary duties under California law.

Article 5 – Disposition During Lifetime

During the lifetime of the Trustor(s), the Trustee(s) shall distribute income and principal as requested by the Trustor(s). The Trustor(s) retain full rights to revoke or amend the Trust at any time.

Article 6 – Disposition Upon Death of Trustor(s)

Upon the death of the Trustor(s), the Trust shall become irrevocable. The Trustee(s) shall distribute Trust assets to the beneficiaries named in Schedule A attached hereto, in accordance with the instructions therein and applicable California law.

Article 7 – Successor Trustee(s)

If a Trustee resigns, becomes incapacitated, or dies, the successor Trustee(s) named in this Agreement or appointed pursuant to the Trustor(s)’ directions shall assume the duties and responsibilities of Trustee without delay.

Article 8 – Revocation and Amendment

The Trustor(s) reserve the right to revoke or amend this Trust at any time during their lifetime by a signed written instrument delivered to the Trustee(s). Any such revocation or amendment shall be effective upon receipt.

Article 9 – Governing Law

This Trust Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles.

Article 10 – Severability

If any provision of this Trust Agreement is found to be invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

Article 11 – Trustee Compensation

Trustee(s) may receive reasonable compensation for services rendered, as agreed upon in writing by the Trustor(s) or as allowed by California law.

Article 12 – Spendthrift Provision

No beneficiary's interest in the Trust shall be subject to the claims of creditors or to legal process to satisfy debts, judgments, or other liabilities, to the extent allowed by law.

Article 13 – Incorporation of Schedules

Attached hereto and incorporated herein by reference are the following Schedules: (A) Beneficiaries; (B) Successor Trustee(s); (C) Trust Assets; and any other schedules as amended from time to time.

TRUSTOR'S SIGNATURE

TRUSTEE'S SIGNATURE

Signature: _____

Signature: _____

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