**Declaration of Trust**

Dated \_\_\_\_\_\_\_\_\_, 202\_

By

Grantor

And

Trustees

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Trust:

**\_\_\_\_\_\_\_\_\_\_\_\_\_ Irrevocable Trust dated \_\_\_\_\_\_\_\_\_\_\_, 202\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**DECLARATION OF TRUST**

This **DECLARATION OF TRUST**, made as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 202\_, between

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Grantor (hereinafter referred to as the "Grantor"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Trustee (hereinafter referred to as the "Trustee").

**W I T N E S S E T H:**

**WHEREAS**, the Grantor is the owner of the property more particularly described in

Schedule A attached hereto and made a part hereof; and

**WHEREAS**, the Grantor desires to create an irrevocable trust of the property

described in Schedule A hereto, together with such monies, securities and other assets as the Trustee hereafter may hold or acquire hereunder (said property, monies, securities and other assets, together with any additions thereto received pursuant to the Grantor's last will and testament or otherwise, being hereinafter referred to as the "trust estate"), for the purposes and upon the terms and conditions hereinafter set forth.

**WHEREAS,** said trust will not be an amendment of a prior Trust.

**NOW, THEREFORE**, in consideration of the covenants herein contained and other

valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Grantor hereby irrevocably transfers, conveys, assigns and delivers to the Trustee as and for the trust estate the property more particularly described in Schedule A hereto, to hold the same, and any other property which the Trustee hereafter may acquire, **IN TRUST**, for the purposes and upon the terms and conditions hereinafter set forth:

**ARTICLE FIRST**

**Payments During Life of Grantor**

1. The Trustee shall hold, manage, invest and reinvest the trust estate, shall collect the income therefrom, and shall pay the **net income** to or for the benefit of the Grantor, no less often than semi-annually, during the life of the Grantor. In no event shall any principal of this trust be paid to or for the benefit of the Grantor. The Trustee shall have no discretion concerning distributions to the Grantor or for the benefit of the Grantor. No payments of net income from this trust may be made to any other person during the life of the Grantor except, in the event of the mental incapacity of the Grantor (determined by the Trustee and evidenced in writing by the treating physician of the Grantor), the Trustee may distribute the mandated payment to any third party who is providing for the care of the Grantor for the benefit and use of the Grantor. No sum in excess of the amount described in this Article may be distributed by the Trustee.
2. During the life of the Grantor, the Trustee is authorized to pay or apply such amount or amounts from the **principal** of the Trust (whether equal or unequal, and whether the whole or a lesser amount) as said Trustee may determine from time to time, in his or her sole and absolute discretion, to or for the health, education, support or maintenance of one or more persons (potential “beneficiary” or “beneficiaries”) as the Trustee may, in his or her sole and absolute discretion, select out of a class composed of the descendants of the Grantor in any degree, whether presently living or born hereafter, without regard to equality. Any distributions made pursuant to the provisions herein shall be considered as advancements in determining the beneficiary’s ultimate respective share as otherwise provided for in this trust instrument. Such distribution shall only be considered an advancement if such distribution is used for the health, education, support or maintenance of such beneficiary.
3. **No Trust principal may be paid to the Grantor**, or his or her creditors, the Grantor’s estate or the creditors of the Grantor’s estate. However, funds may be paid or applied toward the expenses associated with Grantor’s funeral. In no event may the principal of this Trust be paid to or applied for the benefit of a governmental agency or department. Further, Trust principal shall not be subject to any court-directed invasion, and no agreement of interested persons shall be sufficient to cause a revocation of this trust nor any amendment which would expand the Trustee’s discretion.
4. Notwithstanding anything to the contrary contained in this trust, during such time as any current or possible future beneficiary of any trust created hereunder may be acting as a Trustee hereunder, such person shall be disqualified from exercising any power to make any discretionary distributions of income or principal to himself or herself (unless the discretion to make such distributions is limited by an ascertainable standard within the meaning of Section 2041(b)(1)(A) of the Internal Revenue Code), or to satisfy any of his or her legal obligations, or to make discretionary allocations of receipts or disbursements as between income and principal, or to make decisions with respect to tax elections or options, the exercise or non-exercise of which could result in an enlargement of his or her beneficial interest hereunder. No Trustee who is a current or possible future beneficiary of any trust hereunder shall participate in the exercise of any powers of the Trustee which would cause such beneficiary to be treated as the owner of trust assets for tax purposes.
5. Notwithstanding anything herein to the contrary, no individual Trustee who is also a beneficiary hereunder shall have any right, power, duty or discretion hereunder concerning the Trust estate, if such right, power, duty or discretion conferred upon said Trustee under this Agreement is determined to be a general power of appointment under Section 2041 of the Internal Revenue Code of 1986, as amended, which would cause any assets of the Trust estate to be included in the estate of said Trustees at death. Any such right, power duty or discretion with such effect shall be null and void with respect to said Trustee. In such event, any other Trustee(s) shall have the full authority to act.

**ARTICLE SECOND**

**Successor Beneficiaries**

Upon the death of the Grantor, if and to the extent there remains a trust estate not effectively disposed of pursuant to the provisions of this Agreement, the Trustee shall pay and distribute the trust estate at that time remaining, including income and principal, as follows:

1. To or among any one or more members of a class consisting of descendants of the Grantor, in any degree whether presently living or born hereafter, in such proportions and amounts, without regard to equality, outright or in further trust as the Grantor may direct and appoint by his or her Last Will and Testament, submitted for probate within ninety (90) days of the Grantor’s death, by specific reference to this subparagraph (A) of this Article Second. No such appointment shall be made to a deceased or surviving Grantor, nor shall any distribution be made for his or her benefit, his or her creditors, his or her estate or the creditors of his or her estate.
2. In the event that the Grantor has not exercised the limited power of appointment conferred upon said Grantor in subparagraph (A) of this Article Second as to the trust estate, any and all property belonging to the trust estate including all income and principal shall be paid and distributed, subject to the further provisions of this Article, discharged of trust, as follows:
3. Upon the death of the Grantor,the Trustee shall divide the balance of the net income and principal of the Trust into two equal shares, to be distributed as follows by distributing one share to my son, **RYAN RAMDEEN,** born January 24, 1982,with the last four digits of his Social Security Number being \_\_\_\_, currently of Elmont, New York and one share to my son **RICHARD RAMDEEN**, born July 31, 1984,with the last four digits of his Social Security Number being \_\_\_,currently of Kissimmee Florida, to be divided among them in equal shares, per stirpes.
4. If at any time after the death of the Grantor, there should be no person in being qualified to receive the trust estate or the benefits thereof under the foregoing provisions, then the trust estate or the portion thereof with respect to which such total failure of qualified recipients has occurred, shall be distributed to those persons to whom and in those proportions in which the same would have been distributable if the Grantor had then died the owner thereof, intestate, and a resident of the State of New York.

**ARTICLE THIRD**

**Grantor’s Residence**

* + 1. The trustee is authorized and directed to retain in the Trust any premises which the Grantor shall occupy as his or her residence Grantor reserves the right to use, occupy and reside upon any real property placed in this Trust as their permanent residence during their lives. It is the intent of this provision to retain for the Grantor the requisite beneficial interest and possessor right in and to such real property to comply with New York CPLR Section 5206, to the extent permitted by said Section 5206 and the New York Constitution. The Grantor must notify the Trustee when the Grantor no longer desires to occupy such premises as the Grantor’s residence. If the Grantor does not notify the Trustee and the Grantor vacates such premises or resides elsewhere for a continuous period of three (3) or more months without manifesting an intent to return to the subject property, then the Trustee at the Trustee’s sole and absolute discretion may sell and/or convey such premises, at public or private sale, at such time and price and upon such terms and conditions, including credit as the Trustee may determine. Any purchaser or transferee of real property owned by this Trust and any title company insuring such purchase or transfer shall be entitled to rely upon the authority of the Trustee to sell such real property. The net proceeds of such sale shall be added to the Trust and shall be considered principal in its entirety, to be invested and reinvested in the discretion of the Trustee as a part of the trust estate.
		2. During the period that such premises shall be held for the use and occupancy of the Grantor, all taxes (including real property taxes), mortgage payments, insurance assessments, repairs and other charges necessary to maintain such premises shall paid by the Grantor. However, Grantor shall not be required to pay rent for the use of such premises.
		3. If said premises shall be damaged by fire or other event which shall have caused major damages to the premises, provided such damage shall be covered by insurance, the Trustee shall cause said premises to be rebuilt and restored to its original state. If the Grantor shall waive such reconstruction, then said premises as they then exist, shall be sold and the net proceeds of said sale and any insurance proceeds shall be added to the Trust and shall be considered principal in its entirety, to be invested and reinvested in the discretion of the Trustee as a part of the trust estate.

**ARTICLE FOURTH**

**Distributions to Minors or Incompetents**

1. In any case in which the Trustee is authorized or directed by any provision of thisAgreement to pay or distribute income or principal to any person who shall be a minor orincompetent, the Trustee, in the absolute discretion of the Trustee and without authorization of any court, may pay or distribute the whole or any part of such income or principal to such minor or incompetent personally, or may apply the whole or any part thereof directly to the health, education, maintenance or support of such minor or incompetent, or may pay or distribute the whole or any part thereof to the guardian, committee, conservator or other legal representative, wherever appointed, of such minor or incompetent or to the person with whom such minor or incompetent may from time to time reside, or in the case of a minor, may pay or distribute the whole or any part thereof to a custodian for such minor under any gifts to minors or transfers to minors act. Evidence of such payment or distribution or the receipt therefor by the person to whom any such payment or distribution is made shall be a full discharge of the Trustee from all liability with respect thereto, even though the Trustee may be such person.
2. The Trustee, in the absolute discretion of the Trustee, may defer payment or distribution of any or all income or principal to which a minor may be entitled until such minor shall attain the age of twenty-one (21) years, or to make such payment or distribution at any time and from time to time, during the minority of such minor, holding the whole or the undistributed portion thereof as a separate fund vested in such minor but subject to the power in trust hereby given to the Trustee to administer and invest such fund and to use the income or principal thereof for the benefit of such minor as if such fund were held in trust hereunder. No bond or other security and no periodic accounts shall be required with respect to such fund, and the same shall be subject to commission as if it were a separate trust fund. The Trustee shall pay and distribute any balance of such fund to such minor when such minor shall attain the age of twenty-one (21) years. Except as is herein above provided, if such minor shall die before attaining the age of twenty-one (21) years, the Trustee shall pay and distribute such balance to the executors, administrators or legal representatives of the estate of such minor. The word "minor" wherever used in this Article FOURTH shall mean any person who has not attained the age of twenty-one (21) years.

**ARTICLE FIFTH**

**Irrevocability and Retained Rights**

1. This Agreement and the trusts created hereunder are irrevocable. The Grantor shall execute such further instruments as shall be necessary to vest the Trustee with full title to the property which is the subject of this Agreement. It is the desire of the Grantor that the trust provisions in this Agreement be carried out even if all of the beneficiaries hereunder at any time express a desire to terminate this Agreement.
2. The Grantor, or any other person with the Grantor’s consent, retains the right to add to the principal of this Trust at any time.
3. The Grantor reserves the right to reacquire, in a non-fiduciary capacity, and without the approval or consent of any person in a fiduciary capacity, all or any part of the Trust principal by substituting other property of an equivalent value. This right does not extend to any transaction which would cause ineligibility for Medicaid but includes all transactions necessary to retain Grantor Trust status.

**ARTICLE SIXTH**

**Disclaimers**

Any person, in addition to any rights conferred by law, may disclaim or renounce, in

whole or in part or with respect to specific amounts, parts, fractional shares or assets, any interest, right, privilege or power granted to that person by this Agreement. Any such disclaimer or renunciation shall be made by a duly acknowledged, irrevocable, written instrument executed by that person or by his or her guardian, committee, conservator, executor or administrator, delivered to the Trustee and filed in accordance with any requirements of applicable law. Any person considering making a disclaimer or renunciation should consult an attorney.

**ARTICLE SEVENTH**

**Powers of Trustee**

In the administration of any property, real or personal, at any time forming a part of the trust estate, including accumulated income, and in the administration of any trust created hereunder, the Trustee, in addition to and without limitation of the powers conferred on trustees under the laws of the State of New York shall have the following powers to be exercised in the absolute discretion of the Trustee, except as otherwise expressly provided in this Agreement:

1. To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such retention may have upon the diversity of investments;
2. To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the Trustee may deem advisable;
3. To invest and reinvest in common or preferred stocks, securities, limited liability companies, investment trusts, mutual funds, regulated investment companies, insurance products, bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments;
4. To render liquid the trust estate or any trust created hereunder in whole or in part, at any time and from time to time, and to hold unproductive property, cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable;
5. To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder;
6. To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges;
7. To form one or more corporations or limited liability companies, alone or with any person, in any jurisdiction, and to transfer assets to any new or existing corporation or limited liability company in exchange for stock or membership interests; to form one or more partnerships with any person in any jurisdiction, to have any trust or a nominee be a general or limited partner, and to transfer assets to any new or existing partnership as a capital contribution; to enter into one or more joint ventures or associations with any person in any jurisdiction, and to commit assets to the purposes of those ventures or associations; and to retain as an investment for any period any securities, partnership interests or other assets resulting from any such actions;
8. To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities;
9. To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of a nominee;
10. To initiate or defend, at the expense of the trust estate, any litigation relating to this Agreement or any property of the trust estate which the Trustee considers advisable, and to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estate or any trust created hereunder against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of notes, bonds and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable;
11. To borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property;
12. To possess, manage, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and advance any income of the trust for the amortization of any mortgage on property held in the trust;
13. To purchase from the legal representatives of the estate of the Grantor or from the trustees of any trust established by the Grantor any property constituting a part of such estate or trust at its fair market value and to make loans for adequate consideration to such legal representatives or trustees, upon such terms and conditions as the Trustee may determine in the absolute discretion of the Trustee;
14. To carry insurance of the kinds and in the amounts which the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard;
15. To make distribution of the trust estate or of the principal of any trust created hereunder in cash or in kind, or partly in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, and to determine the fair valuation of the property so allocated, with or without regard to the tax basis; to hold the principal of separate trusts in a consolidated fund and to invest the same as a single fund; to split trusts for purposes of allocating GST tax exemptions (within the meaning of Section 2642(a) of the Internal Revenue Code); and to merge any trusts which have substantially identical terms and beneficiaries, and to hold them as a single trust;
16. To employ and pay the compensation of accountants, attorneys, experts, investment counselors, custodians, agents and other persons or firms providing services or advice, irrespective of whether the Trustee may be associated therewith; to delegate discretionary powers to such persons or firms; and to rely upon information or advice furnished thereby or to ignore the same, as the Trustee in his discretion may determine;
17. To change the situs and/or governing law of any trust hereunder to any state the Trustee from time to time may deem desirable, and to take such further actions, including without limitation the amendment to the terms of the trust and the moving of trust assets, as may be necessary or advisable to effectuate such change;
18. To execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers; and
19. To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in their own right might lawfully exercise, do or enter into.
20. Except as otherwise provided herein, the Trustee may determine, when there is reasonable doubt or uncertainty as to the applicable law or the relevant facts, which receipts of money or other assets should be credited to income or principal, and which disbursements, commissions, assessments, fees and other expenses should be charged to income or principal. Any distributions or dividends payable in the stock of a corporation, and rights to subscribe to securities or rights other than cash declared or issued by a corporation, shall be dealt with as principal. The proceeds from the sale, redemption or other disposition, whether at a profit or loss, and regardless of the tax treatment thereof, of any property constituting principal, including mortgages and real estate acquired through foreclosure or otherwise, shall normally be dealt with as principal, but the Trustee may allocate a portion of any such proceeds to income if the property disposed of produced no income or substantially less than the current rate of return on trust investments, or if the Trustee shall deem such action advisable for any other reason. The Trustee may (but is not directed to) allocate receipts and disbursements between income and principal in accordance with New York law**.** However, at no time shall New York EPTL Section 11-2.4 apply to this trust.The preceding provisions of this paragraph shall not be deemed to authorize any act by the Trustee which may be a violation of any law prohibiting the accumulation of income. No person who deals with any Trustee hereunder shall be bound to see to the application of any asset delivered to such Trustee or to inquire into the authority for, or propriety of, any action taken or not taken by such Trustee. This Agreement, however, shall not be construed to permit any person to deal with the trust estate for less than adequate consideration, to borrow without adequate interest or adequate security, to exercise any power of administration in a non-fiduciary capacity, or otherwise to act in such manner as to cause the Grantor to be treated as the owner of the trust estate or any part thereof.
21. No Trustee shall be liable for acts or omissions in administering the trust estate or any trust created by this Agreement, except for that Trustee's own actual fraud, gross negligence or willful misconduct. If any Trustee becomes liable as Trustee to any other person who is not a beneficiary in connection with any matter not within the Trustee's control and not due to the Trustee's actual fraud, gross negligence or willful misconduct, such Trustee shall be fully indemnified and held harmless by the trust estate and any trust created hereunder giving rise to such liability, as the case may be, against and in respect of any damages that such Trustee may sustain, including without limitation attorneys' fees. Unless the Trustee shall have received written notice of an event affecting the beneficial interests hereunder, the Trustee shall incur no liability for acting as though the event had not occurred. No successor Trustee shall incur any liability, by reason of qualifying as a Trustee hereunder, for the acts or omissions of any predecessor Trustee. No successor Trustee shall be required to examine the acts of any predecessor Trustee, and any successor Trustee shall be responsible only for those assets which are actually delivered to such successor Trustee. The Trustee is authorized, but not required, to accept any property transferred to the Trustee by any person during such person's lifetime or by such person's last will and testament. Any property so transferred to, and accepted by, the Trustee shall become a part of such trust or trusts created by this Agreement as such person shall direct and may be commingled with the other property in the trust or trusts to which such property has been added and shall be held, administered and disposed of as a part of such trust or trusts.

**ARTICLE EIGHTH**

**Appointment of Trustee**

1. The Grantor hereby appoints \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Trustee hereunder. The Grantor hereby appoints Grantor’s [relationship], **[FULL NAME OF SUCCESSOR TRUSTEE]**, as successor Trustee hereunder in the event [FULL NAME OF TRUSTEE] for any reason shall fail or cease to act as Trustee. Grantor reserves the right to terminate trustees and to appoint such other trustees, co-trustees and/or successor trustees as Grantor deems necessary, wise or prudent. Grantor’s right to terminate and appoint trustees and successor trustees is superior to and shall take precedence over and Trustee appointments. Grantor shall have no authority to direct the actions of any Trustee.
2. Any Trustee, while acting hereunder, may designate a successor and/or co-Trustee at any time by a written instrument signed and acknowledged before a notary public but such Trustee shall first be the successor Trustee(s) herein named in the order herein named, unless said Trustee shall waive such appointment, and such Trustee shall not be the Grantor or Grantor’s spouse. If any Trustee shall sign more than one such instrument, the most recent instrument shall govern. The provisions of this Article or any amendment hereto shall take precedence over any such instrument.
3. In the event of resignation, refusal or inability to serve by the last named successor Trustee, the majority in interest of the beneficiaries that may be entitled to principal of the trust may appoint a successor trustee hereunder, and if no Trustee shall be appointed in said manner, then any beneficiary that may be entitled to principal of the trust estate shall have the right to petition a court of competent jurisdiction to appoint a successor Trustee hereunder. At no time shall the Grantor have the right or say to appoint a successor Trustee hereunder.
4. The Trustee shall have the right to resign at any time by giving written notice to the then income beneficiaries of each trust created hereby, or if none of the income beneficiaries of a trust are *sui juris*, to the persons *sui juris* who would be entitled to a share of the principal of such trust if it were then to terminate and to the parents or guardians of the minor income beneficiaries. The parent or guardian of a beneficiary under a legal disability shall receive notice and have authority to act for the beneficiary under this section. Whenever a beneficiary is under a legal disability, or in the sole judgment of the Trustee whenever a beneficiary is unable to apply such payments to his or her own best interest and advantage, the Trustee may make all or a portion of the payments by expending the same for the benefit of the beneficiary, or by making payments to the legal guardian of such beneficiary, or to a relative of the beneficiary to be expended for the beneficiary's benefit; and the decision of the Trustee in each such case shall be binding.
5. If at any time a Trustee, shall be under any legal disability or shall be unable to manage properly his or her affairs or the affairs of the trust estate by reason of illness or mental or physical disability, either permanently or temporarily, (whether or not a court of competent jurisdiction has declared the Trustee incompetent or mentally ill or has appointed a legal representative for the Trustee), the next stated successor Trustee shall be appointed. Notwithstanding anything to the contrary herein, the successor Trustee shall not act unless the successor Trustee has been advised by a licensed physician in writing who has evaluated or treated the Trustee of the Trustee’s legal disability or inability to manage properly his or her affairs or the affairs of the Trust Estate by reason of illness or mental or physical disability. In the event the said condition is temporary, upon the issuance of a letter by a licensed physician in writing who has evaluated or treated the Trustee that the Trustee’s condition as defined in this paragraph has ended, the successor Trustee shall relinquish his or her duties and the former Trustee shall be reinstated as Trustee, all terms and conditions herein remaining the same as if the Trustee never had such condition. The term "Trustee" wherever used herein shall mean the trustee in office from time to time. Any such trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.
6. No bond, surety or other security shall be required of any Trustee acting hereunder for the faithful performance of the duties of Trustee, notwithstanding any law of any state or other jurisdiction to the contrary.
7. The Trustee shall be entitled to receive reasonable compensation for the services of the Trustee hereunder. The Trustee shall be deemed to have acted within the authority granted by this Agreement, to have exercised reasonable care, diligence and prudence, and to have acted impartially as to all affected persons unless the contrary is proved by affirmative evidence.

**ARTICLE NINTH**

**Accounts of Trustee**

The Trustee, at any time and from time to time, may render an account to the living person or persons who are entitled, at the time of such account, to receive all or a portion of the income of the trusts herein created. The approval of any person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall, as to all matters stated therein, be final and binding upon him or such minor or incompetent person, or any persons claiming through him or such minor or incompetent person, as the case may be. A person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall be deemed to have approved the account if he assents to the account in writing or if he does not communicate to the Trustee his written objections to the account within sixty days after the receipt of the account (provided the account was accompanied by a notice of said sixty day period within which to raise objections). The Trustee shall not be required at any time to file any account in any court, nor shall the Trustee be required to have any account judicially settled, whether or not required by statute. Nothing herein, however, shall be construed as limiting the right of the Trustee to seek a judicial settlement of any account.

**ARTICLE TENTH**

**Decisions of Trustee Are Conclusive**

The determination of the Trustee in respect of the amount of any discretionary payment of income or principal from any trust established hereunder, and of the advisability thereof, shall be final and conclusive on all persons, whether or not then in being, having or claiming any interest in such trust, and upon making any such payment, the Trustee shall be released fully from all further liability or accountability therefor. The right of any beneficiary to any payment of income or principal shall in every case be subject to any charge or deduction which the Trustee may make against the same under the authority granted to the Trustee by any law or by this Agreement.

**ARTICLE ELEVENTH**

**No Contest**

To the extent consistent with applicable law, if any beneficiary under this Agreement, alone or in conjunction with any other person or persons, contests in any court the validity of this Agreement, any trust created hereunder, the last will and testament of the Grantor or any provision thereof, or seeks to obtain an adjudication in any proceeding in any court that this Agreement, any trust created hereunder, the last will and testament of the Grantor or any provision thereof is void, or otherwise seeks to void, nullify or set aside any of the foregoing, then that person's right to take any interest given to him or her by this Agreement shall be determined as if such person had predeceased the execution of this Agreement without surviving issue. The provisions of this Article shall not apply to any disclaimer by any person of any benefit under this Agreement or under any will. The Trustee may defend, at the expense of the trust estate, any contest or other attack of any nature on this Agreement, any trusts created hereunder or any provision thereof. This clause shall be given full force and effect to the extent consistent with the laws of the State having jurisdiction over this Trust.

**ARTICLE TWELFTH**

**Simultaneous Death**

If any beneficiary under this Agreement shall die simultaneously with any other person upon whose death such beneficiary shall become entitled to receive either income or principal under this Agreement, or in such circumstances as to render it difficult or impracticable to determine who predeceased the other, then for purposes of this Agreement such beneficiary shall be deemed to have predeceased such other person. The provisions of this Agreement shall be construed as aforesaid, notwithstanding the provisions of any applicable law establishing a different presumption of order of death or providing for survivorship for a fixed period as a condition of inheritance of property.

**ARTICLE THIRTEENTH**

**Rights of Beneficiaries Are Not Assignable**

1. No disposition, charge or encumbrance on the income or principal of any trust established hereunder shall be valid or binding upon the Trustee. No beneficiary shall have any right, power or authority to assign, sell, pledge, encumber, anticipate, dispose of, or otherwise transfer in any manner (voluntary or involuntary) such income or principal or any part thereof until the same shall be paid to such beneficiary by the Trustee. No income or principal shall be subject in any manner to any claim of any voluntary or involuntary creditor of any beneficiary or liable to attachment, garnishment, execution or other legal or equitable process prior to its actual receipt by the beneficiary.
2. Notwithstanding anything contained in the foregoing to the contrary, should the principal or income of the trust at any time be subject to a judgment or lien obtained against a beneficiary thereof by statute or operation of law, or by reason of bankruptcy or other event, and the lien thereof is not discharged within thirty days after it is obtained, then the interest of that beneficiary in the income or principal of the trust shall terminate, as if said beneficiary had died on said thirtieth day.

**ARTICLE FOURTEENTH**

**Crisis Provisions**

1. Notwithstanding any provision of this Trust Agreement to the contrary, if an acting Trustee of this or any trust created or maintained under this Trust Agreement determines in his or her sole discretion that it would not be in the best interest of one or more of my beneficiaries to receive outright any portion of any trust created hereunder which would otherwise be distributable to such beneficiary (the “Property”), the Trustee is authorized to retain the Property, or any portion thereof, in trust for such period of time as the Trustee deems advisable, including for the lifetime of such descendant, until the Trustee determines in his or her sole discretion that such distribution would no longer be against such beneficiary’s interest. For example, the Grantor believes, without limitation, that it would not be in the best interest of such beneficiary for the Trustee to make such a distribution to a beneficiary in the event of (i) a serious illness or disability if there are other resources that could pay the costs and expenses thereof; (ii) a potential or pending divorce or separation; (iii) a potential or pending creditor claim, or (iv) a potential tax disadvantage to such beneficiary or his or her family.
2. In the event of a beneficiary’s potential or pending divorce or separation, no further distributions shall be made by the Trustee that would result in the beneficiary’s separated or divorced spouse obtaining any of those funds in an action for such divorce or separation or be counted, considered or calculated as a resource of such beneficiary in an action for divorce or separation to such beneficiary’s detriment. As used herein, the term “resource” shall mean the trust funds or right to receive any trust funds being counted, considered or calculated in the determination of alimony, maintenance or child support or in any financial settlement or for any other reason such trust funds or right to receive any trust funds are considered in any action or settlement to the beneficiary’s detriment. As used herein, the term “divorce” shall mean an annulment or any other manner in which a married beneficiary becomes unmarried.
3. Anything herein to the contrary notwithstanding, if a beneficiary is acting as a Trustee hereunder, such beneficiary shall be disqualified from participating in the exercise of the Trustee’s discretionary power set forth in this Article to hold, retain or distribute such Property, or any portion thereof. If the exercise of the Trustee’s discretionary power set forth in this Article to hold, retain or distribute such Property, or any portion thereof, shall result in any portion or the whole of the trust estate being taxed as part of the Trustee’s estate, such Trustee shall be disqualified from participating in the exercise of the Trustee’s discretionary power to hold, retain or distribute such Property, or any portion thereof.
4. If the acting Trustee of this or any trust created or maintained under this Trust Agreement shall reasonably believe that a beneficiary routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist, and if the Trustee shall reasonably believe that as a result the beneficiary is unable to care for himself or herself or is unable to manage his or her financial affairs, the following provisions shall apply:
	* 1. The beneficiary shall be deemed to be incompetent for purposes of this ARTICLE and all mandatory distributions (including distributions upon termination of a trust) to the beneficiary and any rights of the beneficiary to participate in decisions concerning the removal and appointment of the Trustee shall be suspended.
		2. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations and all opinions and suggested treatments by the beneficiary's treating physician, on an ongoing basis. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary.
		3. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor shall be asked to determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Article.
		4. The Trustee may resume other distribution to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 18 months and, in all cases, when the Trustee shall determine that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided herein.
		5. The Trustee shall not be responsible or liable to anyone for a beneficiary's actions or welfare and shall have no duty to inquire whether a beneficiary uses drugs or other substances as described in this Article. The Trustee shall be indemnified and held harmless from any liability of any nature in exercising its judgment and authority under this Article, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.
		6. Notwithstanding the provisions of this Article, the Trustee shall not suspend any mandatory distributions that are required for a trust to qualify for any federal transfer or estate tax exemption, deduction or exclusion allowable with respect to a trust or to become or remain a Qualified Subchapter S Trust (unless the Trustee shall elect for the trust to be an Electing Small Business Trust).

**ARTICLE FIFTEENTH**

**Contingent Supplemental Needs Trust**

Notwithstanding any other provision in this Trust Agreement, if any beneficiary (or the beneficiary’s lawful agent) under this Agreement or any trusts created or maintained under this Trust Agreement notifies the Trustee, by written instrument, that the beneficiary is receiving or intends to apply for need-based public benefits, including but not limited to Medicaid and/or Supplemental Security Income, then the share to which said beneficiary (hereinafter referred to in this Article as the "beneficiary") is entitled instead shall be held by the Trustee as a separate trust for the benefit of the beneficiary in accordance with the following provisions of this Article.

1. The Trustee shall hold, manage, invest and reinvest the trust assets, shall collect the income therefrom and, after deducting all charges and expenses properly attributable thereto, shall apply for the benefit of the beneficiary, at any time and from time to time, any part or all of the net income and/or principal of this trust as the Trustee shall deem advisable, in the absolute discretion of the Trustee, subject to the limitations set forth below. Any income not so paid or applied shall be accumulated and added to the principal of this trust at least annually.
2. It is the intent of the Grantor to create a purely discretionary third-party special needs trust so that the trust assets shall be used to supplement, not supplant, impair or diminish, any benefits or assistance of any federal, state, county, city or other governmental entity for which the beneficiary may otherwise be eligible or which the beneficiary may be receiving, including without limitation medical assistance under Medicaid. Consistent with that intent, it is the desire of the Grantor that, before expending any amounts from the net income and/or principal of this trust, the Trustee shall consider the availability of all benefits or assistance under governmental or private programs for which the beneficiary may be eligible and that, where appropriate and to the extent possible, the Trustee shall endeavor to maximize the collection of such benefits or assistance for the benefit of the beneficiary.
3. None of the income or principal of this trust shall be applied in such manner as to supplant, impair or diminish benefits or assistance of any federal, state, county, city or other governmental entity for which the beneficiary may otherwise be eligible or which the beneficiary may be receiving. The Trustee shall not make any distribution to or for the benefit of the beneficiary if such distribution would reduce or eliminate any governmental entitlement or payment which the beneficiary would otherwise receive. Under no circumstances may the Trustee distribute income or principal directly to the beneficiary. It is specifically intended that the funding and administration of this trust will not subject a beneficiary other than Grantor to any period of ineligibility for Medicaid or for any other program based on financial need.
4. No judge or court shall have the power to order the invasion of principal in contravention of the provisions of paragraphs (B) and (C) above. This provision is intended to negate and eliminate any discretion granted by any law that would bestow upon a court or other entity or individual who would otherwise have the ability to direct or cause distributions from this Trust which would run counter to the preservation of need-based public benefits.All provisions of this trust shall be interpreted to conform to the primary goal that any governmental benefits or assistance that otherwise would be available to the beneficiary if this trust did not exist will in no way be reduced, diminished, altered or denied other than as required by law and then only to the extent of any income which must, by the terms of this Trust be distributed to Grantor.
5. Not by limitation, the following are examples of the kind of supplemental, nonsupport disbursements that may be appropriate for the Trustee to make for the beneficiary: medical, dental, rehabilitative and diagnostic work or treatment for which there are no private or public funds otherwise available; supplemental nursing care; differentials in the cost between housing and shelter for shared and private rooms in institutional settings; care appropriate for the beneficiary that assistance programs do not otherwise provide; and expenditures for travel, companionship, cultural and educational experiences. It is the desire of the Grantor that the beneficiary enjoy the therapeutic benefits of education, vocational training, hobbies, vacations, modes of transportation, equipment, visitation with family and friends, and other needs and/or luxuries the beneficiary may have to enjoy life to the fullest. Subject to the restrictions and limitations set forth in the preceding paragraphs of this Article, the Trustee may use the principal and income of this trust for these types of purposes and such other purposes as the Trustee may deem appropriate.
6. Other than as provided in Article Second, Paragraph A above, no beneficiary shall have any right or power to assign, encumber, direct, distribute or authorize distribution from this trust. A “special needs beneficiary” is a beneficiary for whom the Trustee has determined that assets shall be reserved in trust pursuant to the provisions of this Article Fifteenth. No special needs beneficiary has entitlement to the income or principal of this trust, except as the Trustee, in the complete, sole, absolute and unfettered discretion of the Trustee, may elect to disburse. In this regard the Trustee may act unreasonably and arbitrarily as the Grantor could have acted if in control of these funds. The discretion of the Trustee in making nonsupport disbursements as provided in this instrument is final as to all interested parties, including all state federal or local governments or agencies, even if the Trustee shall elect to make no disbursements at all.
7. With the consent of the Trustee, any person may add property to this trust, by assignment, gift, transfer, deed or will, and any property so added shall be held, administered and distributed under the terms of this trust.
8. The Trustee from time to time may consult with an attorney with appropriate expertise in the area of public benefits and trust law to review applicable legislation, regulations and requirements so that the public benefits eligibility of the beneficiary is not jeopardized by the actions of the Trustee. The cost of such attorney shall be paid by the Trustee from the trust assets.
9. The intent of the Grantor is to provide for the Grantor’s income needs and then for the remainder beneficiaries (remaindermen) of this Trust. Should a remainder beneficiary be a special needs beneficiary, then it is Grantor’s intent to provide for the special needs beneficiary with that special needs beneficiary’s share rather than for the preservation of assets for the remainder beneficiaries of that trust set aside for the special needs beneficiary. Upon the death of the special needs beneficiary, all remaining principal and income of that trust set aside for the decedent special needs beneficiary, under this Article FIFTEENTH, shall be paid and distributed to whomever would have been entitled to the interest of the special needs beneficiary under the other provisions of this Agreement in the event of the death of the special needs beneficiary.
10. If for any reason the foregoing trust created under this Article shall not qualify as a "third party" created supplemental (aka “special”) needs trust, the Trustee may, but shall not be required to, establish by court order a "first-party" or "self-settled" supplemental (aka “special”) needs trust as permitted under 42 U.S.C. Section 1396p(d)(4)(A) or 42 U.S.C. Section 1396p(d)(4)(C) for the benefit of the special needs beneficiary.
11. If the existence of this supplemental needs trust adversely affects the qualification of a beneficiary for public entitlements or private support benefits, the Trustee may terminate the trust created under this Article. If this occurs the remainder interest will be accelerated and all principal and income remaining in the trust created under this Article shall be paid and distributed as provided in the preceding section. In the event of such a voluntary termination of any trust created under this Article, it would be the hope and expectation of the Grantor that the remainder beneficiaries would continue to provide for the nonsupport care of the special needs beneficiary of the terminated trust; however, this request is an expression of the wishes of the Grantor and is not binding on the remainder beneficiaries.

**ARTICLE SIXTEENTH**

**Construction**

1. The validity and construction of this Agreement and the trusts created hereunder shall be governed by the laws of the State of New York. Any provision herein which refers to a statute, rule, regulation or other specific legal reference which is no longer in effect at the time said provision is to be applied shall be deemed to refer to the successor, replacement or amendment to such statute, rule, regulation or other reference, if any, and shall be interpreted in such a manner so as to carry out the original intent of said provision.
2. Wherever used in this Agreement and the context so requires, the masculine shall include the feminine and the singular shall include the plural, and vice versa. The captions in this Agreement are for convenience of reference, and they shall not be considered when construing this Agreement.
3. If under any of the provisions of this Agreement any portion of the trust estate would be held beyond the longest term possible under New York law; then, upon the date occurring before the longest term possible, the trust of such portion shall terminate and the principal, and any unpaid income thereof, shall be paid and distributed to the person or persons then living who would have been entitled to receive the income therefrom had the trust continued, in the proportions to which they would have been so entitled.

**ARTICLE SEVENTEENTH**

**Binding Effect**

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned Grantor and upon the Trustee acting hereunder.

**ARTICLE EIGHTEENTH**

**Short Name**

This Agreement and the trusts created hereunder may be referred to, in any other instrument, by the name: **"\_\_\_\_\_\_\_\_\_\_\_\_ IRREVOCABLE TRUST DATED \_\_\_\_\_\_\_\_\_ \_\_\_, 202\_"**. Any transfers to this Agreement or any trust hereunder may refer to the aforesaid name or to "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Trustee under the \_\_\_\_\_\_\_\_\_\_ IRREVOCABLE TRUST DATED \_\_\_\_\_\_\_\_\_ \_\_\_\_, 202\_" with or without specifying any change in Trustee.

IN WITNESS WHEREOF, the party specified above as Grantor has signed and sealed the Trust Agreement as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, GRANTOR**

I hereby accept the Trust hereinabove created upon the terms set forth herein and agree to act as Trustee thereunder as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, TRUSTEE**

The foregoing instrument was signed, sealed, published and declared by the Grantor in our presence and the presence of each other and we, at the Grantor’s request and in Grantor’s presence and in the presence of each other, have hereunto subscribed our hands as witnesses the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 2021.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Residing at: ­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness #1 Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Residing at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness #2 Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AFFIDAVIT OF ATTESTING WITNESSES**

STATE OF NEW YORK )

 )ss.:

COUNTY OF \_\_\_\_\_\_\_\_\_\_)

 Each of the undersigned, individually and severally being duly sworn, deposes and says that we, the Grantor, Trustee(s) and the Witnesses, whose names are signed to the foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority (i) that the Grantor signed and executed the instrument as her Irrevocable Trust and that she signed willingly, and that she executed it as her free and voluntary act for the purposes therein expressed, (ii) that each of the Trustees signed and executed the instrument accepting his rights, duties and obligations under the Irrevocable Trust and that he signed willingly, and that he executed it as his free and voluntary act for the purposes therein expressed, (iii) that each of said Grantor and Trustees, in the respective opinions of the undersigned, could read, write and converse in the English language and was suffering from no defect of sight, hearing or speech, or from any other physical or mental impairment which would affect her capacity to make a valid Trust and his capacity to actr as Trustee thereunder, respectively, and (iv) that each of the individuals, in the presence of the Grantor was at the time eighteen or more years of age, of sound mind and under no constrain or undue influence. The foregoing instrument was executed by said Grantor and Trustees and witnessed by each of the undersigned affiants under the supervision of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Esq., an attorney at law in the State of New York.

 **GRANTOR**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

**TRUSTEES**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

**WITNESSES**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

STATE OF NEW YORK

COUNTY OF QUEENS

 Before me personally appeared **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** as Grantor above noted, to me well known or who provided \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification and known to me to be the person described in and who executed the foregoing Trust Agreement and who acknowledged to and before me that she executed said instrument in the capacities and for the purposes therein expressed.

 WITNESS my hand and official seal the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_,202\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

 My Commission Expires:

**This Instrument Prepared by:**

**EXHIBIT "A"**

**of the**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Irrevocable Trust dated \_\_\_\_\_\_\_\_\_\_\_\_, 202\_**

THIS IS THE LAST PAGE OF THIS TRUST AGREEMENT