

**THE JOHN SMITH AND JANE SMITH  
JOINT LIVING TRUST  
Dated April 01, 2007**

This Joint Living Trust Agreement (this "Agreement"), dated April 01, 2007, between John Smith and Jane Smith (the "Grantors" or "Beneficiaries") of Anytown, California and Mary Jones, Esquire of Anytown, California (the "Trustee").

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

**I. PURPOSE.** The purpose of this Agreement is to establish a Trust to receive and manage assets for the benefit of the Grantors during the Grantors' lifetimes, and to further manage and distribute the assets of the Trust upon the death of the surviving Grantor.

**II. FUNDING OF TRUST.** This Trust shall be funded with assets transferred to this Trust by either or both of the Grantors at the time of creating this Trust, or at any later time. Any community property transferred into or out of this Trust shall remain community property until the death of either Grantor and such property, including undistributed income that it generates, shall not be commingled. This Trust may also receive property from any person or entity who is acting under the authority granted to that person or entity by the Grantors. It is also expected that this Trust may receive assets pursuant to the terms of either Grantors' Last Will and Testament.

**III. MANAGEMENT OF TRUST ASSETS.** The Trustee shall manage and distribute the trust assets for the benefit of the Grantors and their successor(s) in interest in accordance with the terms of this Agreement.

**IV. PAYMENTS DURING THE LIFETIMES OF THE GRANTORS.** During the joint or survivor lifetimes of the Grantors, the Trustee shall pay all of the net income of this Trust, and also such sums from principal as either Grantor may request at any time in writing, to or for the benefit of the Grantors, or as either Grantor may designate. Such payments shall be made at least quarterly. The Grantors may change the amount of the payments at any time by providing written notice to the Trustee. Any excess income shall be added to principal at the discretion of the Trustee.

*A. Payments During a "Disability" of a Grantor.* During any period that a Grantor has a "disability", the Trustee may pay to or for the benefit of such Grantor such amounts of income and principal as the Trustee believes in the Trustee's sole discretion to be required for (i) such Grantor's support, comfort and welfare, (ii) such Grantor's accustomed manner of living, or (iii) any purpose that the Trustee believes to be in the best interest of such Grantor.

**\*\* This is a sample. Document continues on subsequent pages \*\***