

# SAMPLE HOLDING TRUST

This Private Family Trust replaces and supersedes all previous agreements, if any, and is made between the undersigned signatories as a security arrangement under the following private and protective terms:

1. TRUST PROPERTY. The Trustee hereby accepts assignments, exchanges, and transfers to the Trust described in attached Schedule A, and additional items at any time, for the beneficiaries as defined in attached Schedule B. Additional Schedules may be added at any time.
2. TRUSTEE POWERS. The Trustee shall have the following powers:
  - (a) To buy, sell, hold, convey, encumber, rent, hypothecate, repair, destroy, improve, deduct, retain, expend, pay out, incur expenses, invest, lease any property, money, or value of the Trust, or any additional property which may be received by the Trustee, whether or not income producing, as is deemed appropriate by the Trustee.
  - (b) To compromise, settle, arbitrate, sign, agree, negotiate, or defend any agreement, contract, claim or demand in favor of or against the Trust or act through any agent or attorney-in-fact.
  - (c) To borrow or lend money for any purpose, and/or to secure the repayment by note, mortgage, trust deed, contract, interest in, security, pledge, or encumbering the Trust.
  - (d) The Trustee may freely act under all or any of the powers of this Agreement in all matters concerning the Trust, without the necessity of obtaining the consent or permission of any interested person or of any court. The powers granted to the Trustee may be exercised in whole or in part, and shall be supplementary to and not exclusive of the general powers of a trustee pursuant to law, and shall include all powers necessary to carry them into effect.
  - (e) Each Trustee acknowledges and enters into this contract and position as Trustee by any positive action regarding this Trust such as signing any bank document, or other written document as a Trustee of this Trust. Trustee may open bank accounts requiring only one signature. Trustee has the power to appoint signers of bank accounts.
3. CORPUS AND INCOME. The Trustee shall determine the allocation between corpus and income and as to beneficiaries.
4. TRUSTEES. Additionally, the following are named as Trustees:  
Diane Smith, Trustee, Susan Jones, Successor Trustee  
Any Trustee shall have the power to appoint Successor or additional Trustees. Each Trustee shall have the same power and authority as any other Trustee.
5. BENEFICIARIES. No title to any of the Trust assets shall vest in any Beneficiary until the actual termination of this Trust, and no asset shall be liable for any debts of any Beneficiary.

6. COMPENSATION OF TRUSTEE. The Trustee shall be paid all expenses in the exact amount of \_\_\_\_\_ annually as reimbursement for undocumented expenses.
7. BOND. No Trustee shall give any bond or other security.
8. REVOCABILITY. This Trust is irrevocable, and the Creator does waive all rights and powers, whether individually or in conjunction with others, and regardless of when or from what source he may have acquired such rights or powers, to alter, revoke, or terminate the Trust, in whole or in part. The Trustee may further define or amend this Trust to conform to insurance, banks, or for the benefit of the beneficiaries.
9. TERM. The term of this Trust is twenty-one years. This Trust shall automatically expire unless renewed. Renewal shall only take place upon the express written notice by any party to this Trust prior to expiration with the same terms and conditions.
10. COPIES. An exact reproduction of this document, such as a photocopy or fax shall be relied upon as an original document. This trust replaces and supersedes all previous trust agreements, if any existed; and has been executed under the Laws of Contract of the United States and situs shall be wherein assets domicile.

Dated \_\_\_\_\_

\_\_\_\_\_  
Al Smith, Creator

\_\_\_\_\_  
Diane Smith, Trustee

\_\_\_\_\_  
Guardian Guaranty Group, Protector



Each of us declares under penalty of perjury under the laws of the United States of America that the above signatories signed this document in our presence, all of us being present at the same time, and we now sign below as witnesses, declaring that the signatories appear to be of sane mind and under no duress, fraud or undue influence.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

**SCHEDULE A - LIST OF ASSETS AND PROPERTY**

In accordance with this Trust, the Trustee(s) have now entered into this agreement on this date by and between the Creator and the Trustee

The following described property is hereby conveyed to the Trust, and accepted by the Trustee on behalf of the Trust for the beneficiaries.

VALUABLE CONSIDERATION, equities, and other transferred assets.

This list of property is comprehensive, and is the description of those certain properties which were agreed upon and known to all parties of the Trust at the time of the execution of this trust agreement, and includes all properties.

FURTHERMORE, other itemized or assigned assets may be created and accepted from time-to-time. Such items shall be noted by recorded title change when appropriate, or otherwise will be considered assets when registered with TrustRegistry.net or alternate trust registry.

Trade inventory. Such assets are not limited herein, but may also include any creations, assigned or transferred assets, designs, awards, banking documents, contracts, agreements, inheritances, judgments, stock, bonds, investments, partnerships, patents, equipment, inventory, cash, vehicles, real property, personal property, collectables, recoveries, rebates, gifts, royalties, products, income, dividends, insurance, Bill of Sale, trade names, copyrights, trademarks, or additional Schedules to this Trust.

The trustee hereby accepts the assets.

**SCHEDULE B - LIST OF BENEFICIARIES**

BENEFICIARIES. All assets are held and owned in Trust for the beneficiaries. This TRUST invokes ERISA protection as described and defined by Congress under the Employee Retirement Income Security Act of 1974.

The Trustee shall have sole absolute authority to determine between income and principal, allocations between beneficiaries, distributions to beneficiaries, purpose of distributions, schedule of distributions, assignment of taxes (if any) to any Creator, Trustee, or Beneficiary), disclosure of documents relating to the trust, allowable expenses of any Trustee. If deemed necessary by the Trustee, beneficial interest may be reassigned at the sole discretion of the Trustee.

DIRECT NAMED BENEFICIARIES: (in undivided equal value)

Life Estate (two equally undivided interests) to:

Teresa Marie Smith and Alicia May Williams;

Then after BOTH Life Estates,

Remainder Beneficiaries (four equally) are:

Danielle Smith,

Mathew Smith,

Benjamin Smith, and

Addison Smith.

**SCHEDULE C - APPOINTMENT OF TRUSTEES**

WE HEREBY STATE:

Each Trustee of this trust is acting as a security agent and is entrusted with the primary purpose and duty of paying debts, dividends, interest, salaries, wages, profits, pensions, or employee benefits of any kind to the beneficiaries.

Each empowered person, to include each trustee and each protector is considered to be a "personal representative" and this agreement is considered an "arrangement under which a person is nominee or escrowee for another" as described in Probate Code.

A Trustee shall accept the position of Trustee by their signature, or by any other active participation, such as the management or transfer of any asset.

Only one Trustee is required for any action. Each Trustee has the same exact powers as any other Trustee.

Any Trustee shall have the power to resign at any time. Each Trustee shall have the same power and authority as any other Trustee.

No Trustee shall have the power to distribute assets for personal benefit or for personal obligations of any Creator or Trustee.

Only a singular Trustee is required to sign bank documents. The Trust releases every bank institution from any liability regarding signature cards and proper authorizations of any Trustee, past or present.

Each Trustee expressly waives all rights and powers, whether individual or in conjunction with others, and regardless of when or from what source such rights or powers may have been acquired, to alter, amend, revoke, or terminate the Trust, in whole or in part; EXCEPT the Trustee may further define or amend this Trust, to complete financing agreements, to conform to title or escrow companies, maintain insurance, perform banking transactions, or for the benefit of beneficiaries.

The following are appointed to the position of Trustee:

Diane Smith, Trustee;

The following are appointed to the position of Successor Trustee:

Susan Jones, Trustee; (singularly), then

Gary Smith, Trustee; (singularly)

\_\_\_\_\_ Dated \_\_\_\_\_  
Diane Smith, Trustee

**SCHEDULE D - Additional Intent and Conditions and Clarifications**

The Trustee does HEREBY STATE:

This trust is acting as a security arrangement and for the primary purpose of paying debts, dividends, interest, salaries, wages, profits, pensions, or employee benefits of any kind.

Each empowered person, to include each trustee and each protector is considered to be a "personal representative" and this agreement is considered an "arrangement under which a person is nominee or escrowee for another" as described in Probate Code.

The TRUST is further described as an ERISA RETIREMENT TRUST as defined by Congress under the Employee Retirement Income Security Act of 1974.

Any Trustee shall have the power to resign at any time. Each Trustee shall have the same power and authority as any other Trustee.

No Trustee shall have the power to distribute assets for personal benefit or for personal obligations of any Creator, Trustee, or the Protector.

Any Beneficiary may refuse any distribution or benefit. No Beneficiary may assign, pledge, encumber, or obligate any benefit, distribution, future benefit, or future distribution.

Tax benefits, reporting, disclosures, or obligations may be uniquely divided/combined/split/assigned/obligated and/or paid/received by any person(s) or entity(s) at the sole discretion of the trustee, regardless of inclusion or exclusion or association to this trust.

Existing signers of bank accounts remain authorized without any additional signers. Only a singular Trustee is required to sign bank documents. The Trust releases every bank institution from any liability regarding signature cards and proper authorizations of any Trustee, past or present.

This trust is now an Irrevocable Trust. The Creator and Trustees expressly waive all rights and powers, whether individual or in conjunction with others, and regardless of when or from what source such rights or powers may have been acquired, to alter, amend, revoke, or terminate the Trust, in whole or in part; EXCEPT the Trustee may further define or amend this Trust, to complete financing agreements, to conform to title or escrow companies, maintain insurance, perform banking transactions, or for the benefit of beneficiaries.

This Trust is executed under the Laws of Contract of the United States.

Situs shall be wherein Trustee shall designate. Should Trustee fail to determine situs, situs shall be wherein assets domicile.

\_\_\_\_\_ Dated \_\_\_\_\_  
Diane Smith, Trustee

## TRUST CERTIFICATION OF EXISTENCE AND POWERS

**SAMPLE HOLDING TRUST**, a Family Trust,  
Registration #1JH17-01-011

PRIMARY ASSET: Valuable items, accrued equities, new assets, management income, and various assets as may be added or replaced from time-to-time.

1. CURRENT TRUSTEES: (other than Corporate Trustee)  
    Diane Smith, Trustee;  
    Successor Trustee: Susan Jones, Trustee;
2. DIRECT NAMED BENEFICIARIES: (in undivided equal value)  
    Life Estate (two equally undivided interests) to:  
    Teresa Marie Smith and Alicia May Williams; Then after BOTH Life Estates,  
    Remainder Beneficiaries (four equally) are:  
    Danielle Smith, Mathew Smith, Benjamin Smith, and Addison Smith.
3. Each herein named Trustee is qualified to act on behalf of the Trust. Trustee is authorized to act for any asset, banking, check, stock, real estate, escrow, insurance, or other action. The Trustee may buy, sell, hold, convey, encumber, rent, borrow or lend money for any purpose, secure repayment by note, mortgage, trust deed, contract, interest in, security, pledge, or encumber any part of the Trust, hypothecate, repair, destroy, improve, deduct, retain, insure, expend, pay out, incur expenses, invest, engage in business, lease any property, money, or value of the Trust, or any additional property, compromise, settle, arbitrate, sign, agree, negotiate, or defend any agreement, contract, claim or demand, or act through an agent or attorney-in-fact. The Trustee may freely act without obtaining the consent of any person or court.
4. Guardian Guaranty Group is registered as Corporate Trustee, Protector and Arbitrator with TrustRegistry.net by Registration #1JH17-01-011. The Protector has the only Power of Appointment, with exclusive absolute power to define and clarify the trust, and to settle disagreements and disputes between and for all parties to the trust. Protector shall maintain a copy of the trust.
6. The Trust referenced above has not been revoked.
7. All assets, income, and value are managed for beneficiaries.
8. No asset is owned personally by any Trustee, Creator, or Beneficiary.
9. Only one signature of any singular trustee is required for any action.

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Diane Smith, Trustee

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Dated \_\_\_\_\_

Phone 949-497-3600

www.TrueTrust.com

\_\_\_\_SPACE ABOVE THIS LINE FOR RECORDER USE\_\_\_\_

### CERTIFICATION OF TRUST EXISTENCE AND POWERS

**SAMPLE HOLDING TRUST**, exists for the sole benefit of:

See Attached "SCHEDULE B - LIST OF BENEFICIARIES"

Each Trustee is qualified to act on behalf of the Trust. Trustee is authorized to act for any asset, banking, check, stock, real estate, escrow, insurance, or other action. The Trustee may buy, sell, hold, convey, encumber, rent, borrow or lend money for any purpose, secure repayment by note, mortgage, trust deed, contract, interest in, security, pledge, or encumber any part of the Trust, hypothecate, repair, destroy, improve, deduct, retain, insure, expend, pay out, incur expenses, invest, engage in business, lease any property, money, or value of the Trust, or any additional property, compromise, settle, arbitrate, sign, agree, negotiate, or defend any agreement, contract, claim or demand, or act through an agent or attorney-in-fact. The Trustee may freely act without obtaining the consent of any person or court. Guardian Guaranty Group, Trustee, Email: info@GuardianGuarantyGroup.com is registered as Corporate Trustee, Protector and Arbitrator. The Protector has the only Power of Appointment, with exclusive absolute power to define and clarify the trust, and to settle disagreements and disputes between and for all parties to the trust. Protector shall maintain a copy of the trust. The Trust has not been revoked.

Only one signature of any singular trustee is required for any action.

**NOTE:** No asset is owned personally by any Grantor, Trustee, Settlor, Creator, Protector, or Beneficiary.

Dated \_\_\_\_\_  
STATE OF \_\_\_\_\_ ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the  
instrument. I certify under PENALTY OF PERJURY under the  
laws of the State of \_\_\_\_\_ that the foregoing paragraph is  
true and accurate.

\_\_\_\_\_  
Diane Smith, Trustee  
\_\_\_\_\_

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(THIS AREA FOR OFFICIAL NOTARIAL SEAL