

REVOCABLE LIVING BIRD(S) TRUST¹

I, _____, residing in the City/Town of _____ in the State of _____ (the "Owner") declare and make this revocable Bird(s) Trust (the "Trust").

BACKGROUND:

- A. I presently own and/or am the custodian of the "Bird" identified in the attached Schedule A entitled "TRANSFER FORM(S)" made part of the Trust²
- B. I wish to provide that, during my lifetime (i) if I become incapacitated and (ii) upon my death, the Bird(s) is/are continuously cared for and relocated as I instruct in the following terms of this Trust.

Trust Purpose

1. As its primary goal, this Trust is created for my benefit as the Owner of the Bird(s) and for the Bird(s) to ensure it is well cared for and protected during my lifetime and after my death. A secondary goal is to provide for continuous care of the Bird(s) during the whole of its natural life. However, during my lifetime, my interests will be primary and superior to the interests of the Bird(s).

Trustee and Successor Trustee(s)

2. During my lifetime, and while I am not incapacitated, I am the primary trustee (the "Primary Trustee") of this Trust. Upon my death or during my incapacity, then _____ (Name) of _____ (City), _____ (State) and _____ (Name of Standby) of _____ (City), _____ (State) (the "Successor Trustees") will serve as the Successor Trustees of this Trust. And should the last of the Successor Trustees refuse or fail to serve, _____ [Ruffled Feathers Parrot Sanctuary and Rescue LLC (RFS) or its successor in interest], has agreed to serve as the default Successor Trustee of this Trust to assure the continuity of this Trust. Should I recover and be no longer incapacitated, then I will resume management control of this Trust. In this Trust, "incapacity" or "incapacitated" means when a person is unable to manage their own financial affairs by reason of mental or other disability. The Primary Trustee and all Successor Trustees are hereby irrevocably appointed by me (except as stated in §§ 5 and 6 below, as my special attorneys in fact, coupled with an interest, and invested by me with all of the same powers that I have, as Owner of the Bird(s), to provide and pay for their care, support, maintenance, and well-being as stated in this Trust.

Beneficiaries

3. Upon my death, the primary beneficiary is the Bird(s) identified on the TRANSFER FORM(S) attached as Schedule A.

Assign and Convey Bird(s) to Trust

4. By completing the TRANSFER FORM, I have assigned, conveyed and delivered all of the rights, title and interest in the Bird(s) as described in Schedule A of this Trust as a gift and without consideration, to be held by this Trust. This Trust does not substitute a new owner of the Bird; this Trust merely splits legal and equitable title to the Bird(s) and authorizes me to retain possession of the equitable or beneficial title to the Bird(s) as Owner while transferring legal title to the Bird(s) to myself as Trustee.

Revocation During My Lifetime

5. At any time during my lifetime and so long as I am not incapacitated, I may, subject to the other provisions of this Trust, revoke this Trust in its entirety by delivering to the Successor Trustees a written instrument signed by me formally revoking the Trust. If revoked, the remaining Bird(s) will revert to me after all the debts and expenses attributable to the Trust, if any, have been paid. This Trust may not be revoked after my death.

Changes to the Trust During My Lifetime

6. At any time during my lifetime and so long as I am not incapacitated, I may, subject to the other provisions of this Trust, alter or amend this Trust by delivering to the Successor Trustees a written instrument signed by me ("Amendment"). Notwithstanding the foregoing, this Trust may not be changed after my death. Amendments include, e.g., the following: A. Change the number and identity of the Owners, the Trustees, the Successor Trustees or the Beneficiaries; B. Add or withdraw a Bird(s) from this Trust.

Distributions During My Lifetime

7. While I am incapacitated and no longer able to manage or continue to manage my own affairs, then the acting Successor Trustee may withhold or make payments out of the resources of this Trust, if any, of any amount that the Successor Trustee in her sole judgment deems appropriate for the maintenance, comfort, support and welfare of the Bird. If there are no or insufficient funds in the Trust for this purpose, I hereby authorize and direct the person who controls my assets while I am disabled, to pay to the Successor Trustee such funds as are necessary for the continued care and maintenance of the Bird(s) according to my instructions in this Trust.

Distributions Upon My Death

8. Upon my death, the Successor Trustee will expeditiously act to deliver the Bird(s) to the Successor Trustee designated in Schedule A and to distribute any other identified Trust assets to the Beneficiaries designated in Schedule A. Subject to the laws of the State of my death and any other applicable jurisdiction, no bond or security of any kind will be required of any Trustee appointed in this Trust.

Trustee Liability

9. The Trustee and any Successor Trustee will not be liable to this Trust, me or to the Beneficiary for any action or failure to act resulting in loss or harm to this Trust, me or to the Beneficiary except in the case of gross negligence, willful misconduct, or reckless indifference to the purposes of the Trust or the interests of the Beneficiaries. A Trustee and/or Successor Trustee will only be responsible for his or her own acts and not for any act or actions occurring at any time before or after the actual tenure of that Trustee and/or Successor Trustee. Any outstanding liabilities of a dead, resigning or removed Trustee and/or Successor Trustee are not discharged or affected by the Trustee's death, resignation or removal.

Successor Trustee's Death or Resignation

10. A Successor Trustee may resign at any time for any reason by giving no less than at least 15 days' written notice, if I am still alive, to me and to any remaining Successor Trustees, if there are any, and to the Beneficiaries, if any, other than me, as Owner, and the parrot's custodian. If a Successor Trustee dies, that Successor Trustee will cease to be a Successor Trustee as of the date of her death.

Trustee Removal

11. At any time after my death or disability, a Successor Trustee may apply to a court of competent jurisdiction to remove another Successor Trustee. A Successor Trustee may also be removed by the court on the court's own initiative.

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2 Whenever I refer to "Bird" or "Bird(s)" in this Bird(s) Trust, this defined term includes the plural if more than one Bird is listed on the TRANSFER FORM(S) attached as Schedule A.

Trustee Replacement

12. At any time when I am alive and not incapacitated and where a Successor Trustee has been removed, died, resigned or is no longer able to act as a Successor Trustee for any reason, I reserve the right (without the obligation) to name and appoint a replacement Successor Trustee.

13. When (i) I am dead or incapacitated, (ii) a Successor Trustee has been removed, died, resigned or is no longer able to act as Successor Trustee for any reason, and (iii) the remaining Successor Trustees believe a replacement Successor Trustee is necessary, then a replacement Successor Trustee may be appointed by a majority vote of all Successor Trustees still able and authorized to act.

14. When I am dead or incapacitated, and the Trust is left with no Successor Trustee, a replacement Successor Trustee may be appointed by application to a court of competent jurisdiction.

Trustee Powers

15. Powers granted to Trustee and Successor Trustees (hereinafter, collectively, "Trustee") of this Trust are in addition to any powers and elective rights conferred by state or federal law or by other provision of this Trust and include, e.g., the following.

- A. **The Trustee has the same rights and obligations to manage the Bird(s) as if the Trustee were the owner of the Bird.** Thus, all powers and duties of a trustee conferred by statute as in effect on the date of my death, the provisions of which are hereby expressly incorporated herein by reference and they shall apply insofar as appropriate and not inconsistent with the provisions of this Trust.
- B. The Trustee may employ and rely on the advice of experts; e.g., legal counsel to help in the management of the Bird(s) where that hiring is deemed reasonable and in the best overall interest of this Trust.
- C. The Trustee may open or close bank accounts wherever reasonable and in the best interest of this Trust.
- D. The Trustee may invest and reinvest the assets of this Trust, if any, at reasonable risk, for the purpose of generating income and growth, as the Trustee deems reasonable and in the best overall interest of this Trust, without liability for loss or depreciation.
- E. The Trustee may hold un-invested cash and unproductive Trust assets where it is reasonable and in the best interest of this Trust to do so including, e.g., for the purpose of protecting the capital and principal of this Trust.
- F. The Trustee may maintain, settle, abandon, sue or defend, or otherwise deal with any claim where it is reasonable and in the best interest of the Trust to do so.
- G. It is incumbent on the Trustees to act as fiduciaries, in good faith and in the best interest of the Trust.
- H. All decisions of the Successor Trustee, made in good faith, regarding the management of this Trust will be final and binding on all parties. .

Trustee Compensation

16. Any Trustee/Successor Trustee under this Trust will serve without compensation unless otherwise expressly stated to the contrary in this Trust. Until actual distribution, no part of the income or principal of my Estate disposed of in this Trust shall be subject to anticipation or alienation by any beneficiary, and this Trust shall be free of the obligations of any beneficiary and may not be attached or taken because of any such obligations.

Trustee Expenses

17. A Trustee/Successor Trustee is entitled to be reimbursed out of my estate for any and all expenses, including interest where appropriate, where the expense is reasonably and properly incurred in the management and performance of her responsibilities under this Trust.

No Anticipation

18. Until actual distribution, no part of the income or principal of my Estate disposed of herein may be anticipated or alienated by any Beneficiary, and the same shall be free of the obligations of any Beneficiary and may not be attached or taken because of any such obligations.

Tax Identification

19. For tax purposes, this Revocable Trust will be identified by my Social Security Number during my lifetime. After my death, the Successor Trustee will apply to the IRS for any necessary tax identification numbers.

Termination of Trust

20. This Trust will terminate automatically terminate without any further action when the Bird(s) of this Trust is within the physical custody of and is being cared for by the last to served Successor Trustee and the last of the Bird(s) named herein is deceased. At no time shall any Bird(s) as a secondary beneficiary of this Trust not be cared for during its lifetime as I have instructed as Trustee and settlor of this Trust.

Summary of Trust

21. The Successor Trustee may execute a Summary of this Trust (the "Summary of Trust") and may present it as proof of the existence of this Trust. The Summary should not contain full details of my financial assets and Birds transferred to the Trust nor should it name all of the Beneficiaries of the Trust. Any person who is presented with a Summary with regard to this Trust will be held harmless for relying on such Summary.

Governing Law

22. This Trust will be governed in accordance with the laws of the State where I reside without regard to its conflict of laws provisions.

Severability

23. If any provisions of this Trust are deemed unenforceable, the remaining provisions will remain in full force and effect and the unenforceable provision shall be revised and substituted with an enforceable one that most closely resembles the intent of the previously unenforceable one.

Complete Agreement

24. This Trust constitutes my entire understanding relating to its subject matter and supersedes all of prior or contemporaneous agreements, representations, understandings and any other terms, obligations, statements or conditions; no variation or modification of it nor waiver of any of the above terms and conditions shall be valid unless in writing signed by me or my duly authorized representatives; and the Trust shall be construed fairly in accordance with the plain meaning of its terms regardless of who was responsible for its drafting.

WITNESS WHEREOF, I, as OWNER, execute this Trust by signing below on this _____ day of _____, 20____, State, declaring and publishing this instrument as the Owner's Trust, in the presence of the undersigned witnesses, who witnessed and subscribed this Trust in my presence.

OWNER NAME (Owner)

SIGNED AND DECLARED by the above OWNER on the _____ day of _____, 20____, to be the Owner's Trust in our presence, in _____, State, in their presence, all being present at the same time, have signed our names as witnesses.

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (Please Print)

Witness #2 Name (Please Print)

Witness #1 Street Address: _____

Witness #2 Street Address: _____

Witness #1 City/State: _____

Witness #2 City/State: _____

SELF PROVING AFFIDAVIT

STATE OF _____

COUNTY OF _____, TO-WIT:

Before me, the undersigned authority, on this day personally appeared [OWNER] _____, and [WITNESS #1] _____, [WITNESS #2] _____, known to me to be the **OWNER** and the **WITNESSES**, respectively, whose names are signed to the attached or foregoing instrument dated the _____ day of _____, 20____, and these persons being by me first duly sworn, _____, the **OWNER**, declared to me and to the **WITNESSES** in my presence that the said instrument is willingly signed and executed in the presence of said **WITNESSES** as the **OWNER's** free and voluntary act for the purposes therein expressed; that said **WITNESSES** stated before me that the foregoing Trust was signed in the presence of said **WITNESSES** who in the **OWNER's** presence and at the **OWNER's** request and in the presence of each other, did subscribe their names thereto as the attesting **WITNESSES** on the date first written above, and that the **OWNER** was over the age of eighteen (18) years and of sound and disposing mind and memory.

_____(SEAL)
OWNER

WITNESS #1 Address

WITNESS #2 Address

Subscribed, sworn and acknowledged before me by _____, the **OWNER**, AND subscribed and sworn before me by _____, **WITNESS #1**, and by _____ **WITNESS #2**, on this _____ day of _____, 20____.

_____(SEAL)
Notary Public

My Commission Expires: _____

TRANSFER FORM – SCHEDULE A TO TRUST

Purpose: Use this FORM to document transfer of your Bird(s) into your Trust and designate your Successor Trustee(s).

Instructions: The Bird(s) Owner must complete all sections of this FORM and keep the original with your Trust and mail a completed FORM to RUFFLED FEATHERS SANCTUARY (RFS) at the address above.

| BIRD(S) INFORMATION | | | |
|---------------------------|---------|---------|---------------------------|
| BIRD(S) OWNER NAME (last) | | (first) | (mi) |
| BIRD'S AGE | SPECIES | GENDER | OTHER ID - BAND# and NAME |

STATEMENT OF OWNERSHIP AND TRANSFER

To assure the enforceability and application of the provisions of the Trust, to which this TRANSFOR FORM Is attached as Schedule A, I hereby document my appointment of a Successor Trustee(s) and, as Owner, I hereby assign, convey, transfer and deliver to this Trust, all of the rights, title and interest, tangible or intangible, to the following properties, real or personalty: (i) the Bird(s) described above; and (ii) the following described realty and/or personalty (e.g., cages, toys, food, etc.): _____

I intend the Trust exclusively to govern how the Bird(s) are to be cared for during my lifetime, i.e., initially as Trustee, as well as during any incapacity and after my death by my Successor Trustee(s) appointed in this TRANSFOR FORM and the Trust. It is my express intention that all Bird(s) listed on this TRANSFOR FORM be cared for exclusively according to the terms of my Trust and not otherwise. This Trust is [choose one] UNFUNDED or FUNDED in the amount of _____ by _____ (e.g., insurance, annuity, bank account, savings, securities, other property, etc.).

OWNER'S SIGNATURE

DATE

| IDENTIFICATION OF APPOINTED SUCCESSOR TRUSTEE(S) | | | |
|--|---|-------|--|
| Check Applicable Boxes (either 1 or both) | | | |
| <input type="checkbox"/> | RUFFLED FEATHERS PARROT SANCTUARY AND RESCUE ³ 1155 Carlisle St. Rm 531 Hanover, PA 17331 | | ruffledfeatherssanctuary@gmail.com (410) 292-2919 or (443) 974-5474 www.ruffledfeatherssanctuary.org |
| | FULL NAME | | |
| <input type="checkbox"/> | ADDRESS, EMAIL, PHONE NUMBER | | |
| | CITY | STATE | ZIP |

Use back of SCHEDULE A to identify additional SUCCESSOR TRUSTEES. (See reverse side of this Schedule A)

| CERTIFICATION | |
|---|-------------------|
| I certify and affirm that all information presented in this TRANSFER FORM is true and correct, that any documents I attach are genuine, and that the information included in all supporting documentation is true and accurate. I make this certification and affirmation freely, without reservation, and knowingly. I am aware that RFS is relying on the truth of these statements as a predicate for their no-cost assistance in effecting this transfer of Bird(s) into my Trust and, if so appointed, for their acceptance of appointment as Successor Trustee under the Trust. | |
| OWNER NAME (last) | (first) (mi) |
| OWNER SIGNATURE | DATE (mm/dd/yyyy) |
| ADDRESS | |
| EMERGENCY CONTACT (IF OTHER THAN SUCCESSOR TRUSTEE NAMED ABOVE) | |
| EMAIL | PHONE NO's- |
| NAME OF CITY OR COUNTY | LANDLINE: |
| CITY | COUNTY |
| | CELL: |

³ RFS agrees, only with its prior consent, to be appointed as a Successor Trustee at this time ONLY in the States of Maryland and Southern Pennsylvania.