



**DECLARATION OF THIRD PARTY TRUST UNDER THE  
MIDWEST SPECIAL NEEDS TRUST MASTER TRUST**

**THIS IS A BINDING LEGAL DOCUMENT. YOU ARE ADVISED TO OBTAIN PROFESSIONAL ADVICE BEFORE SIGNING.**

This Declaration of Trust is made this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_. The Donor(s)

\_\_\_\_\_, Social Security Number \_\_\_\_\_,

(Donor Name)

residing at \_\_\_\_\_

(Street)

(City)

(State)

(Zip)

and

\_\_\_\_\_, Social Security Number \_\_\_\_\_,

(Donor Name)

residing at \_\_\_\_\_

(Street)

(City)

(State)

(Zip)

hereby assign(s) and transfer(s) in trust to the Missouri Family Trust Board of Trustees, operating as the Midwest Special Needs Trust (Trustee), the assets which are set forth in Schedule A attached hereto for the benefit

of \_\_\_\_\_ (Life Beneficiary), born \_\_\_\_\_, and

whose Social Security Number is \_\_\_\_\_, who is a person with disabilities as defined in the Revised Statutes of Missouri (RSMo) 402.200(4), who qualifies under RSMo Sections 402.199 through 402.225, to be a recipient of services and benefits from the Trustee, to be held, administered and distributed pursuant to this Declaration of Third Party Trust, and pursuant to the Revised Statutes of Missouri 402.199-402.225, Administrative Rules 21 CSR10 and the Midwest Special Needs Trust Policies and Procedures, all as the same may now be in effect or hereafter be amended (collectively, the Master Trust) (this Declaration of Trust and the Master Trust referred to collectively herein as the Trust).

**1. Purpose of the Trust.**

1.1. This transfer is made for the benefit of the Life Beneficiary to enhance and foster his/her well being, to supplement, but not supplant whatever benefits and services the Life Beneficiary may, from time to time receive by reason of age, disability or other factors, from federal, state and local governmental organizations. The contribution to the trust shall not in any way reduce, impair or diminish the benefits to which the Life Beneficiary is entitled by law. It is the purpose of this Trust to supplement, not replace, any government benefits including medical assistance under Title XIX of the Social Security Act for the Life Beneficiary's basic support and to improve the quality of such Life Beneficiary's life by providing him or her with those amenities that cannot otherwise be provided by public assistance or entitlements or other available resources.

**2. Separate Account for Life Beneficiary.**

2.1. Upon receipt of the assets, the Trustee shall open an account ("Trust Account"), for the benefit of the Life Beneficiary. The Trustee shall deposit the contributed assets and the earnings thereon to the credit of the Trust Account and shall maintain the Trust Account for the benefit of the Life Beneficiary as a separate account within the Master Trust pursuant to the terms of the Trust.

**3. Use of Funds.**

3.1. The Co-trustee, if any, with consent of the Trustee of the Trust, shall from time to time determine the amount of income or principal or both to be used to provide benefits and the nature and type of benefits to be provided for the Life Beneficiary.

- (a) Permissible Trust Account expenditures include, but are not limited to, more sophisticated dental, medical and diagnostic work or treatment than is otherwise available from public assistance, private rehabilitative training, supplementary education, entertainment, periodic vacations and outings, the transportation of the Life Beneficiary or of friends or relatives of the Life Beneficiary to visit him or her, expenditures to foster the interests, talents and hobbies of the Life Beneficiary, and expenditures to purchase personal property and services that will make life more comfortable and enjoyable for the Life Beneficiary but that will not defeat his or her eligibility for public assistance. The Trustee of the Trust, in its discretion, may make payments from time to time for a person to accompany the Life Beneficiary on vacations and outings and for the transportation of the Life Beneficiary or of friends and relatives of the Life Beneficiary to visit him or her. The Trustee of the Trust may make payments and distributions in any one or more of the following ways as the Trustee of the Trust may deem advisable, in such amounts and for such uses as will not defeat the Life Beneficiary's eligibility for public assistance, namely:
  - (i) Directly to the Life Beneficiary;
  - (ii) To the legal guardian of the Life Beneficiary;
  - (iii) To any adult relative of the Life Beneficiary to be held and expended by such relative for the support, education, health and maintenance of the Life Beneficiary;
  - (iv) To any adult relative of the Life Beneficiary as custodian for such Life Beneficiary pursuant to the Uniform Transfers to Minors Law, the Missouri Personal Custodian Law, custodial laws of other states, or any other statute of similar import; or

- (v) By the Trustee expending such income or principal for the support, education, health and maintenance of the Life Beneficiary and to that end Trustee may make payments to any person.

3.2. Notwithstanding the provisions of this paragraph to the contrary, expenditures shall not be made for the primary support or maintenance of the Life Beneficiary, including his or her basic food and shelter provided by state government and other governmental programs if, as a result, the Life Beneficiary would no longer be eligible to receive public benefits or assistance to which he or she is then entitled.

3.3. In the event that the Trustee of the Trust and the Co-trustee shall be unable to agree either on the amount of Trust Account income, principal or both to be used or the benefits to be provided then either the Trustee of the Trust or the Co-trustee shall have the right to request that the matter be resolved by arbitration as provided by RSMo 402.215.2(3).

#### **4. Spendthrift.**

4.1. No Life Beneficiary hereunder shall have the power to assign, convey, alienate or otherwise encumber any interest acquired in the income or principal of the Trust Account, nor shall such income or principal or any interest of any Life Beneficiary hereunder be liable for any debt incurred by such Life Beneficiary, nor shall the principal or income of the Trust Account be subject to seizure by any creditor of any Life Beneficiary under any writ or proceeding in law or in equity, until such income or principal shall have been actually paid over and delivered to such Life Beneficiary.

**5. Co-trustees and Successor Co-trustees.**

5.1. The donor may name a Co-trustee and a successor or successors to the Co-trustee for the Trust Account to act with the Trustee on behalf of the Life Beneficiary, except that:

- (a) Court approval shall be obtained for appointment of any co-trustee or successor co-trustee for any trust created pursuant to Section 473.657 RSMo or Section 475.093 RSMo.
- (b) The Life Beneficiary shall not be a co-trustee or successor co-trustee.

5.2. The donor designates the following Co-trustee(s):

\_\_\_\_\_, Social Security Number \_\_\_\_\_  
 (Co-trustee Name)  
 residing at \_\_\_\_\_ and  
 (Street) (City) (State) (Zip)

\_\_\_\_\_, Social Security Number \_\_\_\_\_  
 (Co-trustee Name)  
 residing at \_\_\_\_\_  
 (Street) (City) (State) (Zip)

- (a) The above designated Co-trustee(s)  
 Shall not be compensated from the trust fund for his/her/their services.  
 Shall receive reasonable compensation for his/her services. Amount to be agreed upon annually with the Trustee.  
 Shall receive compensation in the amount of \$\_\_\_\_\_ per year.

5.3. If for any reason the above designated Co-trustee(s) is (are) unwilling, unable or unqualified to serve as such, at any time, then the donor designates the following successor Co-trustee(s) to serve (check one):

- jointly, or
- one at a time and in the order named:

\_\_\_\_\_, Social Security Number \_\_\_\_\_  
 (Successor Co-trustee Name)  
 residing at \_\_\_\_\_ and  
 (Street) (City) (State) (Zip)

\_\_\_\_\_, Social Security Number \_\_\_\_\_  
 (Successor Co-trustee Name)  
 residing at \_\_\_\_\_  
 (Street) (City) (State) (Zip)

- (a) The above designated Successor Co-trustee(s):  
 Shall not be compensated from the trust fund for his/her/their services.  
 Shall receive reasonable compensation for his/her services. Amount to be agreed upon annually with the Trustee.  
 Shall receive compensation in the amount of \$\_\_\_\_\_ per year.

5.4. Any corporate trustee of the Trust Account shall be entitled to compensation in accordance with its published schedule of fees in effect at the time services are rendered. No trustee shall be required to audit or examine the books of a prior trustee, and no trustee shall be required to post bond as a condition of serving as a trustee.

**6. Revocation or Withdrawal.**

6.1. Donor May Revoke. Any Donor, except for the donor of a Trust Account created pursuant to Section 473.657 or Section 475.093, RSMo, may revoke in whole or in part, any contribution to the Trust Account, unless the Donor shall have waived the right to revoke as designated in Schedule B attached hereto.

- (a) The Donor shall give reasonable notice of revocation to the Trustee, in accordance with the then rules and regulations of the Trust. Every notice of revocation must be signed by the then living competent Donor(s) of the Trust Account.
- (b) The amount remaining in the Trust Account after any partial revocation shall not be less than the then minimum contribution required to open a Trust Account for a Life Beneficiary.
- (c) Upon notice of revocation, all amounts remaining in the Trust Account shall be distributed as follows:
  - (i) In the event that at the time of notice of revocation in whole the Life Beneficiary shall not have received any benefits provided by use of the Trust Account income or principal, 100% of the principal balance of the Trust Account shall be returned to the donor and any undistributed net income shall be distributed to the Charitable Trust.
  - (ii) In the event that at the time of notice of revocation in whole of the Trust Account the Life Beneficiary shall have received any benefits provided by the use of Trust Account income or principal, then an amount equal to 90% of the principal balance shall be returned to the Donor. The balance of the principal balance and any undistributed net income together with the balance of the principal balance shall be distributed to the Charitable Trust.

6.2. Co-trustee (Other Than Donor) May Withdraw. Any acting Co-trustee, except for the Co-trustee of a Trust Account created pursuant to Section 473.657 or Section 475.093 RSMo, other than the original Donor, shall have the right, for good and sufficient reason stated in written notice to the Trustee to withdraw all or a portion of the principal balance of the Trust Account.

- (a) In such event, the applicable portion of the principal balance (in accordance with Sections 402.199 through 402.225 RSMo, as the same may now be in effect or hereafter be amended), shall be distributed to the trustee(s) of the successor trust created simultaneously herewith and described in Schedule D hereof (Standby Trust).
  - (i) If at the time of withdrawal the Life Beneficiary shall not have received benefits provided by the use of the Trust Account income or principal or the Life Beneficiary shall have received benefits provided by the use of the Trust Account income or principal for a period of not more than five years from the date a contribution shall have first been made to the Trust Account, then an amount equal to 90% of the principal balance shall be distributed to the Standby Trust and any undistributed net income shall be distributed to the Charitable Trust.

- (ii) If at the time of withdrawal the Life Beneficiary shall have received benefits provided by the use of the Trust Account income or principal for a period of more than five years from the date a contribution shall have first been made to the Trust Account, then an amount equally to 75% of the principal balance shall be distributed to the Standby Trust. The balance of the Trust Account, together with all undistributed net income, shall be distributed to the Charitable Trust.
- (b) Powers of Trustee(s) of Standby Trust. The trustee(s) of the Standby Trust shall have all powers granted to trustees acting under Chapter 456 RSMo and shall have any powers specifically granted to the trustee(s) of Standby Trusts under Sections 402.199 through 402.225 RSMo, as the same may now be in effect or hereafter be amended.
- (c) Arbitration. In the event that the Trustee of the Trust and the Co-trustee shall be unable to agree upon whether the Co-trustee has stated a good and sufficient reason to make such withdrawal, then either the Trustee or the Co-trustee shall have the right to request that the matter be resolved by arbitration, as provided in 402.215.2(3) RSMo.

**7. Termination of Trust Account.**

7.1. Termination at Death of Life Beneficiary. The Trust Account for the Life Beneficiary shall terminate upon his/her death and all amounts remaining shall be distributed as follows:

(a) In the event the Trust Account is created as a result of a distribution from a personal representative of an estate of which the Life Beneficiary is a distributee pursuant to Section 473.657 or Section 475.093 RSMo, or by a Donor other than the Life Beneficiary or his/her spouse, then:

(i) If the Life Beneficiary dies before receiving any benefits provided by the use of Trust Account income or principal, 100% of the remaining principal balance shall be distributed to such person or persons designated by the Donor in Paragraph 7.3 or if none then to those persons who are the Life Beneficiary's heirs at law and any undistributed net income shall be distributed to the Charitable Trust. If there are no heirs the principal balance, together with all undistributed net income, shall be distributed to the Charitable Trust.

(ii) If at the time of death the Life Beneficiary shall have received any benefits provided by the use of Trust Account income or principal, 75% of the remaining principal balance shall be distributed to such person or persons designated by the Donor in Paragraph 7.3 or if none then to those persons who are the Life Beneficiary's heirs at law and any undistributed net income shall be distributed to the Charitable Trust. The balance of the Trust Account, together with all undistributed net income, shall be distributed to the Charitable Trust. If there are no heirs the balance of the principal balance, together with all undistributed net income of the Trust Account shall be distributed to the Charitable Trust.

7.2 Notwithstanding the provisions of Paragraphs 7.1 to the contrary, the Donor may voluntarily agree that a smaller percentage of the principal balance of the Trust Account be distributed to the person or persons designated by the Donor in the Trust Account and a corresponding larger percentage of the principal balance of the Trust Account be distributed either to the Charitable Trust or to a designated restricted account within the Charitable Trust.

If at the death of the Life Beneficiary the Trust Account has not been used for the benefit of the Life Beneficiary the Donor designates \_\_\_\_\_ % of the principal balance be distributed to the Charitable Trust and \_\_\_\_\_% be distributed to the person or persons named in Paragraph 7.3, below.

If at the death of the Life Beneficiary the Trust Account has been used for the benefit of the Life Beneficiary the Donor designates \_\_\_\_\_ % (minimum of 25%) of the principal balance be distributed to the Charitable Trust and \_\_\_\_\_% be distributed to the person or persons named in Paragraph 7.3.

7.3 The portion of the principal balance to be distributed as designated by the Donor shall be distributed as follows:

<b>Residual Beneficiary</b>	<b>Substitute descendants, per stirpes, for individuals who are not then living (Indicate “yes” “no” or ‘not applicable’)?</b>	<b>Percentage designated by Donor to Residual Beneficiary (must total 100%)</b>
Name _____ Soc Sec # _____ Street _____ City _____ State _____ Zip _____	Yes No N/A	
Name _____ Soc Sec # _____ Street _____ City _____ State _____ Zip _____	Yes No N/A	
Name _____ Soc Sec # _____ Street _____ City _____ State _____ Zip _____	Yes No N/A	
Name _____ Soc Sec # _____ Street _____ City _____ State _____ Zip _____	Yes No N/A	

Total

7.4 Termination by Trustee. Except in the case of Trust Accounts created pursuant to Section 473.657 or Section 475.093 RSMo, if the Life Beneficiary shall cease to have a disability or cease to be eligible for services and neither the Donor nor the then acting Co-trustee shall exercise his/her right to revoke, then the Trustee of the Trust upon reasonable notice to the Donor and any Co-trustee may terminate the Trust Account.

(a) In such event, all amounts remaining shall be distributed as follows:

- (i) If the Donor is then living and the Life Beneficiary shall not have received any benefits provided by use of the Trust Account income or principal, 100% of the remaining principal balance of the Trust Account shall be returned to the donor and any undistributed net income shall be distributed to the Charitable Trust.
- (ii) If the Donor is then living and the Life Beneficiary shall have received any benefits provided by the use of Trust Account income or principal, then an amount equal to 90% of the remaining principal balance shall be returned to the Donor. The balance of the principal balance and any undistributed net income together shall be distributed to the Charitable Trust.
- (iii) If the Donor is not then living, or if living is not then serving as a Co-trustee, the remaining principal balance shall be distributed in accordance with Paragraph 6.2 applies, to the trustee of the Standby Trust to be held, administered and distributed as described in Schedule D hereof.

(b) In the event that the Donor or the then acting Co-trustee shall not agree that the continuation of the Trust Account for the benefit of the Life Beneficiary is impractical, then either the Trustee of the Trust, the Donor or the Co-trustee shall have the right to request that the matter be resolved by arbitration, as provided in 402.215.2(3) RSMo.

## **8. Trustee Duties and Powers.**

8.1. Powers. The trustees of the Trust shall have all powers granted to trustees acting under Chapter 456 RSMo and shall have any powers specifically granted to the Board of Trustees under Sections 402.199 through 402.225 RSMo, as the same may be now in effect or hereafter be amended. The provisions of RSMo 456.8-813 regarding the duty to inform and report to beneficiaries shall not apply to this trust, except as mandated under RSMo 456.1-105. The Trustee reserves the right to amend the Trust, from time to time, upon reasonable notice to the then acting Co-trustee.

8.2. Compensation. The Trustee of the Trust may charge a reasonable fee to pay the costs and expenses of administration and operation of the Trust Account.

8.3. Investments. The responsibility and authority for investment and management of Trust Account funds shall be vested in the Trustee and its successors. The Trustee shall have full power and authority to manage and control the funds except, to the extent otherwise provided in the Investment Agreement applicable to this Trust Account (Schedule C.). The income earned by investments shall be credited to the Trust Account as provided in Sections 402.199 through 402.225, RSMo, as the same may now be in effect or hereafter be amended.

**9. Acceptance of Provisions.**

9.1. Execution of this Declaration of Trust by the Donor and a duly authorized agent or representative of the Trustee shall constitute acceptance of the provisions of the Trust.

**10. Succession.**

10.1. These provisions shall be binding upon, inure to the benefit of and be enforceable by the Donor, the trustees and the Life Beneficiary of the Trust and their respective successors in interest, heirs, and personal and legal representatives.

In witness whereof, the undersigned Donor(s) have reviewed and signed this Trust, understand it and agree to be bound by its terms on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_ / / \_\_\_\_\_  
Donor Date

\_\_\_\_\_ / / \_\_\_\_\_  
Donor Date

Approved and accepted:

\_\_\_\_\_  
Trustee, Midwest Special Needs Trust,  
Authorized Agent

\_\_\_\_\_ / / \_\_\_\_\_  
Date

**Advisor.**

The donor has received professional advice with regard to this Declaration of Trust from:

Name:		
Company:		
Street Address:		
City:	State:	Zip:
Tel.		

**Liens and Claims Certificate.**

I, \_\_\_\_\_, Attorney for \_\_\_\_\_, the Donor under the Declaration of Trust for the benefit of \_\_\_\_\_ (the "Life Beneficiary"), do hereby certify that to the best of my knowledge and information the monies used to establish the aforesaid Account are free and clear of all liens and claims and that all persons having a lien or claim against such monies have been paid in full or have waived such lien or claim.

Dated: \_\_\_\_\_

_____		
Signature		
_____		
Printed Name		
_____		
Address		
_____		
_____		
City	St	Zip

**Schedule A - PROPERTY TRANSFERRED TO THE TRUST**

\$ \_\_\_\_\_ Initial Contribution.

**Securities or other Assets:**

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**Schedule B. WAIVER OF RIGHT TO REVOKE**

I/we are aware of the fact that I/we have the legal right, pursuant to Section 402.215.2(4) of the Revised Statutes of Missouri, to revoke the contribution(s) made to the Trustee for credit to the above Trust Account and have all or part of the contribution(s) returned to me/us in accordance with the law, rules and regulations governing the account. Notwithstanding my/our right to revoke the contribution(s), I/we knowingly and voluntarily, and after being given the opportunity to consult with legal counsel of my/our choice, do hereby irrevocably waive my/our right to revoke the contribution(s), hereby making such contribution(s) irrevocable.

\_\_\_\_\_ / / \_\_\_\_\_  
Donor Date

\_\_\_\_\_ / / \_\_\_\_\_  
Donor Date

**Schedule C. INVESTMENT AGREEMENT**

The Donor (whether one or more than one) (hereinafter jointly referred to as the “Donor”) hereby agrees that all funds received by the Trustee of the Trust shall initially be held in one or more Money Market funds offered through the financial institution that provides custodial services for Trust Account funds (hereinafter referred to as the “Bank”) until otherwise invested by action of the Trustees of the Trust, or as otherwise provided herein. Until the account exceeds \$10,000.00 all investment decisions shall be made by the Trustees of the Trust. When the account balance exceeds \$10,000.00, the Donor shall have the right to select investments, in accordance with this Investment Agreement.

Donor hereby acknowledges and agrees that the investments selected herein are the sole choice of the Donor and further agrees to hold the Trustees of the Trust harmless from any loss(es) incurred as a result of any such selection made by Donor.

Donor may alter or amend the investments selected as Donor shall determine from time to time, but not more than once every calendar quarter, by written notice to the Trustee of the Trust.

**Investment Management.**

1. \_\_\_\_\_ Donor hereby elects to permit the Trustee to make all investment decisions as the Trustee, in its sole and absolute discretion shall from time to time determine.

Or

2. \_\_\_\_\_ Donor hereby elects to make all investment decisions for funds in the Trust Account. The Donor may alter or amend the investment portfolio as Donor shall determine from time to time, but not more than once every calendar quarter, by written notice to the Trustee; and [initial one]

a. \_\_\_\_\_(initial) Donor hereby elects to permit any Successor Co-trustee designated by the Donor to alter or amend the investment option to the same extent as the Donor could, if then living and competent, or

b. \_\_\_\_\_(initial) Donor hereby acknowledges that in the event the Donor does not authorize a successor Co-trustee to alter or amend the investment option, then after the Donor’s death all investment decisions shall be made by the Trustee, in its sole and absolute discretion.

3. Donor hereby selects the following investment portfolio (select a portfolio only if 2, above is selected):

### **Money Market Portfolio**

The portfolio provides liquidity and preservation of capital for the conservative investor. Growth is not a consideration in the investment decision making process, and as such, the account may not keep pace with inflation.			
Model	Cash and Equivalents	Fixed Income Securities	Equities
Capital Preservation	100%	0%	0%

### **Capital Preservation Portfolio**

Taxable Portfolio

Tax-efficient Portfolio

The portfolio is focused on current income and preservation of capital. Growth is not a consideration in the investment decision making process, and as such, the account may not keep pace with inflation.			
Model	Cash and Equivalents	Fixed Income Securities	Equities
Capital Preservation	10%	90%	0%

### **Income Portfolio**

Taxable Portfolio

Tax-efficient Portfolio

The portfolio is focused on providing a reasonable level of current and future income. Growth is a secondary objective, primarily for the purpose of keeping pace with inflation.			
Model	Cash and Equivalents	Fixed Income Securities	Equities
Income	5%	70%	25%

### **Conservative Growth Portfolio**

Taxable Portfolio

Tax-efficient Portfolio

The portfolio is focused on providing a modest level of current and future income as well as a modest appreciation of capital over time.			
Model	Cash and Equivalents	Fixed Income Securities	Equities
Conservative Growth	5%	55%	40%

### **Moderate Growth Portfolio**

Taxable Portfolio

Tax-efficient Portfolio

The portfolio is focused on capital appreciation with income as a secondary objective, intended to reduce volatility over time.			
Model	Cash and Equivalents	Fixed Income Securities	Equities
Moderate Growth	3%	35%	62%

### **Growth Portfolio**

Taxable Portfolio

Tax-efficient Portfolio

The portfolio is focused on growth over the long-term. Income is secondary to growth and is regarded as incidental to the process of capital appreciation.			
Model	Cash and Equivalents	Fixed Income Securities	Equities
Growth	3%	20%	77%

4. Donor hereby expressly acknowledges, understands and agrees that at any time and from time to time the Trustee may determine that it is in the best interest of the above account to re-balance the investment portfolio to reflect more closely the percentage ratios of the components of such portfolio; and, to that end, the Donor agrees that the Trustee shall have full power in its discretion to sell, buy, exchange, dispose of or acquire any of the securities then constituting or recommended for such portfolio at such times and at such prices and upon such terms as the Trustee in its discretion may determine. All decisions and actions of the Trustee in respect thereto shall be conclusive and binding on all parties having an interest in the above account.

5. Donor hereby expressly authorizes and directs the Trustees of the Trust to continue to hold as an investment stock of (name of investment) \_\_\_\_\_  
a corporation with its principal offices at (address) \_\_\_\_\_  
\_\_\_\_\_

provided, however, that at any time the Trustees of the Trust shall deem such investment unsafe or insecure or shall for any other reason determine that the sale of said stock or any part thereof would be in the best interest of the above account, then the Trustees shall have full power in its discretion to sell, exchange, or otherwise dispose of said stock or any part thereof at such times and at such prices and upon such terms as the Trustees may determine. All decisions and actions of the Trustees in respect thereto shall be conclusive and binding on all parties having an interest in the above account.

6. Any person who advises others about the value of securities for compensation may be required to register with the Securities and Exchange Commission (the "SEC") under the Investment Advisers Act of 1940 (the "Advisers Act"). The SEC has taken the position that the selection of mutual funds on behalf of someone else constitutes investment advice and that reimbursement for expenses constitutes compensation. For that reason, a Co-trustee could be deemed to be an investment adviser and be required to register under the Advisers Act. The undersigned hereby confirms to the Trustees of the Trust that:

\_\_\_\_\_ (Initials) The Donor is registered as an investment adviser under the Advisers Act,  
or

\_\_\_\_\_ (Initials) The Donor does not (and will not, without first registering with the SEC as an investment adviser) (a) have more than 14 "clients," including the above trust account, in any 12 month period, (b) hold himself or herself out to the public as an investment adviser, or (c) act as an investment adviser to any investment company registered with the SEC or any business development company.

**Schedule D. STANDBY TRUST**

Upon receipt of a notice of withdrawal from a Co-trustee, other than the original Donor, and determination that the reason for such withdrawal is good and sufficient, or upon termination by the Trustee, the Trustee shall distribute and pay over to the designated trustee(s) of the Standby Trust, in trust, the applicable portion of the principal balance of the Trust Account. The designated trustee(s) of the Standby Trust shall hold, administer and distribute the principal and income of the Standby Trust, recognizing that it is the purpose of the Standby Trust to supplement, not replace, any government benefits for the Life Beneficiary's basic support to which such Life Beneficiary may be entitled and to improve the quality of such Life Beneficiary's life by providing him or her with those amenities that cannot otherwise be provided by public assistance or entitlements or available sources. Permissible expenditures include, but are not limited to, more sophisticated dental, medical and diagnostic work or treatment than is otherwise available from public assistance, private rehabilitative training, supplementary education, entertainment, periodic vacations and outings, expenditures to foster the interests, talents and hobbies of the Life Beneficiary, and expenditures to purchase personal property and services that will make life more comfortable and enjoyable for the Life Beneficiary but that will not defeat his or her eligibility for public assistance. Funds may be used from time to time to make payment for a person to accompany the Life Beneficiary or for friends and relatives of the Life Beneficiary to visit him or her. Any undistributed net income shall be added to principal from time to time. Expenditures shall not be made for the primary support or maintenance of the Life Beneficiary, including his or her basic food and shelter provided by state government and other governmental programs if, as a result, the Life Beneficiary would no longer be eligible to receive public benefits or assistance to which he or she is then entitled. Upon the death of the Life Beneficiary, the entire balance of the Standby Trust shall be distributed to such person or persons as the Donor shall have designated in the Declaration of Third Party Trust.

In the event that the Standby Trust is created, the donor names the following person(s) as trustee(s) for the Successor Trust in the order named.

1. \_\_\_\_\_, SS Number \_\_\_\_\_  
 (Successor Trust Trustee)  
 residing at \_\_\_\_\_  
 (Street) (City) (State) (Zip)
  
2. \_\_\_\_\_, SS Number \_\_\_\_\_  
 (Successor Trust Trustee)  
 residing at \_\_\_\_\_  
 (Street) (City) (State) (Zip)