



**DECLARATION OF THIRD PARTY SUPPLEMENTAL NEEDS TRUST UNDER THE LIFE PLAN OF KENTUCKY, INC. MASTER TRUST**

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

This Declaration of Third Party Supplemental Needs Trust is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. The person(s) establishing the trust account (whether one or more than one, hereinafter jointly referred to as the "Settlor."):

\_\_\_\_\_,  
(Settlor Name) (Social Security Number)  
residing at \_\_\_\_\_ and  
(Street) (City) (State) (ZIP)

\_\_\_\_\_,  
(Settlor Name) (Social Security Number)  
residing at \_\_\_\_\_  
(Street) (City) (State) (ZIP)

hereby assign(s) and transfer(s) in trust to the Life Plan of Kentucky, Inc. Pooled Supplemental Needs Trust ("Trustee"), the assets which are set forth in Schedule A attached hereto for the benefit of \_\_\_\_\_ ("Beneficiary"), born \_\_\_\_/\_\_\_\_/\_\_\_\_, and whose Social Security Number is \_\_\_\_\_, who is a person with disabilities, who qualifies to be a recipient of services and benefits from the Trustee, to be held, administered and distributed pursuant to this Declaration of Third Party Supplemental Needs Trust and pursuant to applicable Kentucky statutes and administrative regulations and Life Plan of Kentucky, Inc. Supplemental Needs Trust Policies and Procedures, all as may now be in effect or hereafter adopted or amended, together with this Declaration of Third Party Supplemental Needs Trust, collectively referred to as the "Trust."

**Article 1  
Separate Trust Accounts**

1.1 Upon receipt of the assets, the Trustee shall open an account ("Trust Account") for the benefit of the 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 Beneficiary. A separate Trust Account shall be established and administered for the benefit of the Beneficiary enrolled under that Trust Account, and all contributions, deductions, disbursements, investment earnings, if any, losses, if any, and all other incidental expenses specific to a Beneficiary shall be recorded and accounted for separately for each Beneficiary.

1.2

**Article 2**  
**Purpose of Trust**

- 2.1 It is the Settlor's intent to establish a third party supplemental needs trust, which will promote the comfort, happiness and overall quality of life of the Beneficiary. It is the Trust's purpose and intent to utilize assets of the Beneficiary's Trust Account to provide for, and serve the best interests of, each individual Beneficiary.
- 2.2 It is the intent of the Trust, the Trustee, and the Beneficiary to comply with all federal and state statutes and administrative regulations, to the extent state statutes and administrative regulations comply with federal law, and to use the Trust Property and each individual Trust Account thereunder, to supplement, not supplant, means-tested government assistance programs, including, but not limited to Medicaid or its equivalent, Home and Community Based Medicaid Waiver Services, Supplemental Security Income (SSI), HUD Section 8 Housing Assistance, Food Stamps, and any other Means-Tested Benefits administered by the federal government or the state government of the state in which the individual Beneficiary resides or may at any time in the future reside.
- 2.3 Administering the Trust in the best interest of the Beneficiary and in a manner in accordance with both the letter and the spirit of all applicable laws and regulations is the primary objective of the Trust and Trustee of the trust. The Trust shall not be used to reimburse any state or federal government for any benefits or maintenance representing basic medical care or food and shelter, as such may be defined by federal or state statute or administrative regulation.
- 2.4 The Trustee is hereby prohibited from making any disbursement from the Trust that would result in the reduction or loss of any Means-Tested Benefit for which the Beneficiary otherwise would be eligible, except to the extent, as determined in the Trustee's sole discretion, the reduction in benefits would be less than the monetary value of the disbursement.
- 2.5 The Trustee is further prohibited from making any disbursement that would represent payment for a good or service being provided to the Beneficiary by any state or federal agency or department or subpart thereof. It is not the purpose or intent of this Trust to provide for any basic care, maintenance or support, and the Beneficiary shall have no right to command payment of such basic care and support, nor shall the Beneficiary have recourse to any court to compel the Trustee to make payments for basic care and support or medical care.

**Article 3**  
**Use of Funds**

- 3.1 The Trustee may, in its sole, unfettered and unqualified discretion, disburse trust income or principal on behalf of the Beneficiary, as the Trustee deems necessary and/or advisable

and in accordance with the applicable laws or guidelines of the Commonwealth of Kentucky, to the extent such laws comply with applicable federal laws and/or guidelines.

Disbursements shall be made observing the following factors:

1. The unique interests and particular circumstances of each individual Beneficiary, including his or her need for comfort, enjoyment, dignity and overall well-being;
2. The amount of money in the Beneficiary's Trust Account;
3. Any and all resources available to the Beneficiary;
4. The statutes, administrative regulations and guidelines promulgated by any and all federal and state agencies supplying Means-Tested Benefits to the Beneficiary, or to whom the Beneficiary has applied for the receipt of such benefits; and
5. The method of delivery of such goods and services that would be in the best interest of the Beneficiary and otherwise compliant with all applicable state and federal law.

3.2 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, transportation of the Beneficiary or of friends or relatives of the Beneficiary to visit him or her, expenditures to purchase personal property and services that will make life more comfortable and enjoyable for the Beneficiary but which will not cause the Beneficiary to lose eligibility for public assistance. The Trustee, in its sole discretion, may make payments from time to time for a person to accompany the Beneficiary on vacations and outings. The Trustee may make payments and distributions in any of the following ways, as the Trustee may deem advisable, in such amounts and for such uses, subject to the requirement not to cause the Beneficiary to lose eligibility for public assistance, such as:

- a. directly to the Beneficiary,
- b. to the legal guardian of the Beneficiary,
- c. to any adult relative of the Beneficiary, to be held and expended by such relative for the support, education, health and maintenance of the Beneficiary,
- d. to any adult relative of the Beneficiary as custodian for such Beneficiary pursuant to Kentucky law pertaining to the laws of Kentucky, or other states if the Beneficiary no longer resides in Kentucky, or

- e. by the Trustee expending amounts of the Trust Account, including income and principal thereof, for the support, education, health and maintenance of the Beneficiary, and to that end the Trustee may make payments to any vendor.
- 3.3 The Trustee is authorized, in its sole, unfettered and unqualified discretion, to pay directly any third party vendor who provides allowable goods or services to or on behalf of the Beneficiary. Third party vendors shall include, but not be limited to, one or more fund managers who provide services to the various Trust Accounts. Fund managers shall charge fees to each Trust Account, which shall be based upon and charged to each Trust Account. Such fees may from time to time be amended by agreement of the fund managers and the Trustee. This fee is separate from and in addition to Trustee fees which shall be charged to each Trust Account.
- 3.4 Notwithstanding the provisions of paragraph 3.1 to the contrary, expenditures shall not be made for the primary support and maintenance of the Beneficiary, including his or her basic food and shelter provided by any public assistance program if, as a result, the Beneficiary would no longer be eligible to receive public benefits or assistance to which the Beneficiary is entitled. The Trustee is not authorized to make a disbursement on behalf of the Beneficiary that would render the Beneficiary in violation of income or resource limitations set forth by any governmental assistance program that provides, or may provide in the future, goods or services to the Beneficiary. The Trustee may refuse to make a disbursement when to do so would place the Beneficiary at risk of being disqualified, in whole or in part, from services and the Trustee may refuse to make a disbursement on behalf of a Beneficiary for goods or services that any private or public agency is obligated to provide on behalf of a Beneficiary who does not receive such benefits, but who otherwise qualifies to receive such benefits.
- 3.5 The Trustee has no discretion whatsoever to make disbursement from the Beneficiary's Trust Account that would be contrary to the laws, regulations, or agency practices of Kentucky, so long as such laws comply with applicable federal laws and/or guidelines.

#### **Article 4** **Spendthrift Protection**

- 4.1 No portion of the Trust Corpus or Trust Account of any Beneficiary, whether in principal or in income, shall be assigned, pledged, promised, transferred, bequeathed or sold in any manner by any Beneficiary. No portion of the Trust Corpus or Trust Account of any Beneficiary shall be liable for the debts, contracts, obligations, engagements, ventures or enterprises, whether voluntary or otherwise or for any claims whatsoever in law or in equity of any Beneficiary enrolled in the Trust. No Trust property shall be available to the Beneficiary until actually delivered to or on behalf of said Beneficiary by the Trustee, and no portion of the Trust property shall be attachable to any person, corporate entity, or other legal entity claiming to be a creditor in law or in equity of the Beneficiary. Under no circumstances may a Beneficiary, family member of a Beneficiary, litigant adverse to

a Beneficiary, or any creditor of any Beneficiary compel any disbursement from the Trust property or the Beneficiary's Trust Account thereunder.

- 4.2 The Trustee hereunder does not owe any duty to provide basic care, maintenance, food, shelter, medical treatment, or support, whether in cash or in kind, to the Beneficiary. Any private or public Means-tested or non-Means-tested Benefits provided to or for the Beneficiary should not be discontinued as a result of this Trust. This Trust is a supplemental needs trust, *not* a support or maintenance trust, and the assets held in this Trust are not intended for the basic support, maintenance or care of the Beneficiary. The Trust property is legally unavailable to the Beneficiary, and the Beneficiary has no legal right to compel any disbursement or distribution from the Trust for any reason whatsoever, or to otherwise control or direct the actions of the Trustee, said Trustee acting under its sole, absolute and unqualified discretion.

**Article 5**  
**Disbursements Not to Exceed Trust Account Balance**

- 5.1 The cumulative total dollar amount of all disbursements made on behalf of a Beneficiary shall not exceed the cumulative total of money contributed, plus net earnings, if any, by the Beneficiary to his or her Trust Account.

**Article 6**  
**Administrative Provisions**

- 6.1 For accounting purposes, the trust shall be operated on a calendar year basis, with each year beginning on January 1 and ending on December 31.
- 6.2 The Trustee shall report no less often than annually to the enrolled Beneficiaries or their Personal Representatives. The Trustee's report will include the following:
1. A statement of the cumulative Trust Pool;
  2. A statement specific to the Beneficiary's Trust Account, setting forth an itemized statement of all disbursements, including the nature of the purchase, the date on which the check was drafted, the amount of the check, the check number, and to whom the check was sent;
  3. A statement of all receipts or contributions to the Trust Account;
  4. A statement of income or interest earned from investments, if any, or losses realized by the Trust Account, if any; and
  5. A statement of all expenses of the Trust.

- 6.3 Upon written request signed by the Beneficiary or the Beneficiary's Personal Representative or legal representative, the Beneficiary shall have the right to inspect all records pertaining to his or her Trust Account.
- 6.4 The costs and legal expenses incurred by the Trustee for extraordinary administrative expenses or for legal defense of the Trust pool shall be apportioned pro rata for all Trust Accounts. In the event of extraordinary administrative expense or legal challenge to a specific Trust Account, such costs and expenses shall be borne by the specific Trust Account requiring such extraordinary administrative expenses or that is the target of the claim, litigation or challenge brought against it, unless such issue requiring extraordinary administrative expenses or such claim, litigation or challenge potentially may affect the integrity or administration of other Trust Accounts, in which case said costs shall be apportioned pro-rata among all Trust Accounts that may be materially affected by such issue giving rise to extraordinary administrative expenses or claim, litigation or challenge.
- 6.5 All income accumulated or received by the Trust shall be taxable to the Settlor, if the Settlor has retained the right to revoke the Trust Account. The Trustee shall have no duty to prepare IRS Form 1040 or its state equivalent for the Settlor who has retained the right to revoke the Trust Account, or any other state or federal tax return on behalf of the Settlor. The Trustee shall report, however, to the Settlor all information regarding the Beneficiary's Trust Account that may be required by the Settlor to complete his or her applicable tax forms, as they may relate to the Trust Account. If the Settlor has waived the right to revoke the Trust Account by executing Schedule B attached hereto, The Trustee shall obtain an EIN for the Trust Account and shall prepare or cause to be prepared IRS Form 1041 and Kentucky Form 741, the cost of which shall be allocable to the Trust Account.

## **Article 7**

### **Trustee Powers**

- 7.1 The Trustee shall have all of the powers provided for by the applicable Trust Codes, Fiduciary Acts, Prudent Investor Acts and any other statute or administrative regulation applicable to the administration of trusts whose principal place of administration and trust situs is located in Kentucky, both as currently codified and as may be amended or re-codified in the future, including, but not limited to:
1. The power to act as Trustee;
  2. The power to invest or not to invest Trust property;
  3. The power to seek advice and services from third party sources as it may deem appropriate in order to carry out, effectively, its duties as Trustee;

4. The power to incur costs associated with the seeking of advice regarding the Trust or Trust Account thereunder;
  5. The power to defend the Trust or Trust Account thereunder, and to incur costs and expenses associated with such defense of the Trust or Trust Account thereunder; and
  6. The power to exercise sole and absolute discretion over the decision to make, or not to make, a disbursement, as may be requested by the Beneficiary or his Personal Representative or his legal guardian or other legal representative.
- 7.2 To the extent any provisions set forth in this Article 7 conflict with the applicable laws of Kentucky or the state in which the Beneficiary is receiving Medicaid benefits, or its equivalent under Medicaid programs known by other names, for example Medi-Cal and Mass Health, which laws govern disbursements from a special needs trust, such laws and guidelines shall control, to the extent such laws comply with applicable federal laws and/or guidelines.

#### **Article 8 Trustee Duties**

- 8.1 The Trustee shall have the duty to act for the Beneficiary's best interest, keeping such best interest first in mind as it conducts its business. The Trustee shall have a duty of care, prudence, and loyalty to the Beneficiary, and all other similar duties provided for by statute, common law, or in equity, including, but not limited to, those duties enumerated by the Trust Codes, Fiduciary Acts, Prudent Investor Acts and any other statute or administrative regulation applicable to the administration of trusts whose principal place of administration and trust situs is located in Kentucky, both as currently codified and as may be amended or re-codified in the future, *except* that the Trustee shall have *no* duty to consider the needs or desires of potential remainder beneficiaries in making decisions to disburse or not to disburse funds to or for the benefit of the Beneficiary. The trustee shall have a duty to know and abide by the applicable Medicaid, SSI and other Means-Tested Benefits statutes, administrative regulations and guidelines governing the administration of a supplemental needs trust and disbursements therefrom of the state in which the Beneficiary is receiving Medicaid benefits, to the extent such laws comply with applicable federal laws and/or guidelines.

#### **Article 9 Investments During the Beneficiary's Lifetime**

- 9.1 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. The Settlor hereby agrees that all funds received by the Trustee shall initially be held in one or more Money Market funds offered

through the financial institution that provides custodial services for Trust Account funds until otherwise invested by action of the Trustee, or as otherwise provided herein. Funds shall be invested in an account for balanced growth and income, as follows:

Cash and cash equivalents:	0-10%
Fixed income:	40-60%
Equities	40-60%

**Article 10**  
**Withdrawal or Termination by Revocation**

- 10.1 Unless the Settlor shall have waived the right to revoke as designated in Schedule B attached hereto, the Settlor may withdraw a portion of the Trust Account upon written notice to the Trustee and with the Trustee's consent.
- a. The Settlor shall give reasonable notice of the intent to withdraw a portion of the Trust Account to the Trustee. Every notice of withdrawal must be signed by all of the then living competent Settlor(s) of the Trust Account.
  - b. The amount remaining in the Trust Account after the withdrawal shall not be less than the then required minimum contribution to open a third party Trust Account.
  - c. Upon notice of intent to withdraw a portion of the Trust Account, the withdrawal shall be distributed as follows:
    1. In the event that at the time of notice of withdrawal the Beneficiary shall not have received any benefits provided by the use of the trust Account income or principal, 100% of the requested withdrawal from the Trust Account shall be returned to the Settlor, after deduction of any administrative expenses incurred as a result of the withdrawal.
    2. In the event that at the time of notice of withdrawal the Beneficiary shall have received any benefits provided by use of the Trust Account income or principal, then 75% of the requested withdrawal amount shall be returned to the Settlor. The remaining 25% of the requested withdrawal amount shall be distributed to the Life Plan of Kentucky, Inc. for the benefit of indigent disabled Beneficiaries.
- 10.2 Unless the Settlor shall have waived the right to revoke as designated in Schedule B attached hereto, the Settlor may revoke and terminate the Trust Account upon written notice to the Trustee and with the Trustee's consent.
- a. The Settlor shall give reasonable notice of revocation to the Trustee. Every notice of revocation must be signed by all of the then living competent Settlor(s) of the



Trust Account.

- b. Upon notice of revocation, all amounts remaining in the Trust Account shall be distributed as follows:
  1. In the event that at the time of notice of revocation and termination the Beneficiary shall not have received any benefits provided by the use of the trust Account income or principal, 100% of the principal balance of the Trust Account shall be returned to the Settlor, after deduction of any administrative expenses incurred as a result of the withdrawal, and any undistributed income shall be distributed to the Life Plan of Kentucky, Inc. for the benefit of indigent disabled Beneficiaries.
  2. In the event that at the time of notice of revocation and termination the Beneficiary shall have received any benefits provided by use of the Trust Account income or principal, then 75% of the principal balance shall be returned to the Settlor. The remaining 25% of the principal balance and any undistributed income shall be distributed to the Life Plan of Kentucky, Inc. for the benefit of indigent disabled Beneficiaries.

#### **Article 11 Termination of Trust Account**

- 11.1 The Trust Account for a Beneficiary shall terminate upon the death of the Beneficiary. The Trustee shall verify the death of the Beneficiary and shall promptly determine the principal balance of the Trust Account. After payment of taxes due from the Trust Account to the State and/or Federal governments, and after payment to the Trustee of reasonable fees and administrative expenses associated with the termination of the Trust Account, the remaining balance shall be distributed as follows:
- a. If the Beneficiary shall have died before receiving any benefits provided by the use of the trust Account income or principal, 100% of the principal balance of the Trust Account shall be distributed as provided in paragraph 11.3, after deduction of any administrative expenses incurred as a result of the withdrawal, and any undistributed income shall be distributed to Life Plan of Kentucky, Inc. for the benefit of indigent disabled Beneficiaries.
  - b. If at the time of death the Beneficiary shall have received any benefits provided by use of the Trust Account income or principal, then 75% of the principal balance shall be distributed as provided in paragraph 11.3. The remaining 25% of the principal balance and any undistributed income shall be distributed to Life Plan of Kentucky, Inc. for the benefit of indigent disabled Beneficiaries.

11.2 Notwithstanding the provisions of paragraph 11.1 to the contrary, the Settlor may voluntarily agree that a smaller percentage of the principal balance of the Trust Account be distributed to the person(s), entities or organizations designated by the Settlor in paragraph 11.3 and a corresponding larger percentage of the principal balance of the Trust Account be distributed to Life Plan of Kentucky, Inc.

- If at the death of the Beneficiary the Trust Account has not been used for the Benefit of the Beneficiary, the Settlor designates that \_\_\_\_\_% of the principal balance shall be distributed to Life Plan of Kentucky, Inc. and \_\_\_\_\_% shall be distributed in accordance with paragraph 11.3 herein below.
- If at the death of the Beneficiary the Trust Account has been used for the benefit of the Beneficiary, the Settlor designates that \_\_\_\_\_% (minimum 25% of the principal balance shall be distributed to Life Plan of Kentucky, Inc. and \_\_\_\_\_% shall be distributed in accordance with paragraph 11.3 herein below.

11.3 The portion of the principal balance to be distributed as provided under this paragraph 11.3 shall be distributed as follows:

- a. If any remainder beneficiary designated by the Settlor is not living at the time for distribution under this paragraph 11.3, then in the absence of contrary written instructions herein, the Trustee shall distribute such deceased person's share to those persons, if any, who would be determined to be the deceased remainder beneficiary's heirs at law under the laws of Kentucky, regardless of whether Kentucky was the deceased remainder beneficiary's state of residence, and determined as if such deceased remainder beneficiary had died immediately prior to the time for distribution under this paragraph 11.3, but if there are no heirs at law of the deceased remainder beneficiary, then the share for such deceased individual shall lapse and the Trustee shall distribute such share, pro rata, among the other designated remainder beneficiaries., if any.
- b. If any entity or organization designated as a remainder beneficiary shall not be in existence at the time for distribution as provided under this paragraph 11.3, then the share for such designated entity or organization shall lapse and the Trustee shall distribute such share, pro rata, among the other designated remainder beneficiaries, if any.
- c. If the Settlor designates no remainder beneficiaries or if the shares for all such designated beneficiaries shall lapse, then the Trustee shall distribute the portion of the principal balance to be distributed as provided in this paragraph 11.3 to the Beneficiary's heirs at law as determined by the laws of Kentucky.
- d. If the Settlor designates no remainder beneficiaries or if the shares for all such designated beneficiaries shall lapse, and the Beneficiary shall have no heirs at

law, then the Trustee shall distribute the portion of the principal balance to be distributed as provided in this paragraph 11.3 to Life Plan of Kentucky, Inc. for the benefit of indigent disabled beneficiaries.

- 11.4 If the Beneficiary ceases to have a disability and the Settlor does not exercise the right to revoke, then the Trustee, upon reasonable notice to the Settlor, may terminate the Trust Account.
- a. In such event, after the payment of any taxes due from the Trust Account to the State and/or Federal governments, associated expenses for tax preparation if applicable, payment to the Trustee or reasonable fees and administrative expenses associated with the termination of the trust Account, all remaining amounts shall be distributed as follows:
1. If the Settlor is then living and the 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 returned to the Settlor and any undistributed income shall be distributed to Life Plan of Kentucky, Inc. For the benefit of indigent disabled beneficiaries.
  2. If the Settlor is then living and the Beneficiary shall have received any benefits provided by the use of the Trust Account income or principal, then an amount equal to 75% of the remaining principal balance shall be returned to the Settlor. The remaining 25% and any undistributed income together shall be distributed to Life Plan of Kentucky, Inc. For the benefit of indigent disabled beneficiaries.
  3. If the Settlor is not then living, the remaining principal balance shall be distributed to the Trustee of the Standby Trust to be held, administered and distributed as described in Schedule C hereof.

## **Article 12 Compensation**

- 12.1 The Trustee may charge reasonable fees to the Trust Account, as provided in the Schedule of Fees, pay the costs and expenses of administration of the Trust Account. The fund manager fee is separate from and in addition to Trustee fees which shall be charged to each Trust Account.

## **Article 13 Trustee may Resign**

- 13.1 The Trustee, upon thirty days' written notice to the Settlor, Beneficiary, and/or the Beneficiary's legal representative, if any, may resign as Trustee. In the event of

resignation, unless the Settlor, Beneficiary or the Beneficiary's legal representative select a Successor Trustee, the resigning Trustee shall file a petition in a court of competent jurisdiction for an order of withdrawal and appointment of a Successor Trustee, the costs of which shall be chargeable to the Trust Account of the Beneficiary.

**Article 14**  
**Change of Domicile**

- 14.1 In the event a Beneficiary of this Trust changes his or her domicile such that, in the discretion of the Trustee, the geographical distance between the Trustee and the Beneficiary make it impractical or inadvisable to manage effectively the Beneficiary's Trust Account, the Trustee may elect to transfer the Trust Account to another not-for-profit pooled trust which can more effectively serve such Beneficiary.

**Article 15**  
**Acceptance**

- 15.1 Execution of this Declaration of Third Party Supplemental Needs Trust by the Settlor and a duly authorized agent or representative of the Trustee shall constitute acceptance of the provisions of the Trust.

**Article 16**  
**Succession**

- 16.1 These provisions shall be binding upon, inure to the benefit of and be enforceable by, the Settlor, the Trustee, and the Beneficiary of the Trust Account, and their respective successors in interest, heirs and personal and legal representatives.

**SCHEDULE A  
PROPERTY TRANSFERRED TO THE TRUST ACCOUNT**

Initial Cash Contribution:    \$ \_\_\_\_\_

Securities or other non-cash Assets:

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**SCHEDULE B  
WAIVER OF RIGHT TO REVOKE**

I/We understand that I/we have the legal right to revoke the contribution(s) made to the Trustee for credit to the Trust Account established by me/us for \_\_\_\_\_, and have all or part of the contribution(s) returned to me/us in accordance with the provisions of the Declaration of Third Party Supplemental Needs Trust. Notwithstanding my/our right to withdraw a portion of the Trust Account or to revoke the Trust Account, 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 Trust Account and any contribution(s), hereby making the Trust Account and any contributions irrevocable.

\_\_\_\_\_  
SETTLOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SETTLOR

\_\_\_\_\_  
DATE

**SCHEDULE C  
STANDBY TRUST**

Upon termination of the Declaration of Third Party Supplemental Needs Trust, pursuant to Article 11, paragraph 11.4a.3, and with the consent of the Trustee, the Trustee shall distribute and pay over to the designated Trustee of the Standby Trust, in trust, a portion of the principal balance of the Trust Account as described in the Declaration of Third Party Supplemental Needs Trust. The designated trustee(s) of the Standby Trust shall hold, administer and distribute the principal and income of the Standby Trust, for the purpose of supplementing and not replacing any government assistance to which the Beneficiary is entitled or may be entitled for basic support, and for improving the quality of life of the Beneficiary by providing him or her with amenities not otherwise available. 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, transportation of the Beneficiary or of friends or relatives of the Beneficiary to visit him or her, expenditures to purchase personal property and services that will make life more comfortable and enjoyable for the Beneficiary but which will not cause the Beneficiary to lose eligibility for public assistance. The Trustee, in its sole discretion, may make payments from time to time for a person to accompany the Beneficiary on vacations and outings. Any undistributed income shall be added to principal from time to time. Expenditures shall not be made for the primary support or maintenance of the Beneficiary. Upon the death of the Beneficiary, the entire balance of the Standby Trust shall be distributed to such persons or entities as the Settlor(s) shall have designated in the Declaration of Third Party Supplemental Needs Trust.

In the event that the Standby Trust is created, the Settlor names the following person(s) as trustee(s) for the Standby Trust, and such person(s) shall serve in the order named herein below.

1. \_\_\_\_\_ SSN \_\_\_\_\_  
(Standby Trust Trustee)

residing at \_\_\_\_\_  
(Street) (City) (State) (ZIP)

\_\_\_\_\_  
Phone, including area code FAX or e-mail address

2. \_\_\_\_\_ SSN \_\_\_\_\_  
(Standby Trust Trustee)

residing at \_\_\_\_\_  
(Street) (City) (State) (ZIP)

\_\_\_\_\_  
Phone, including area code FAX or e-mail address

**SCHEDULE D  
ADVISER TO SETTLOR**

The Settlor(s) has/have received professional advice with regard to this Declaration of Third Party Supplemental Needs Trust from:

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Street or Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_ - \_\_\_\_\_ FAX: (    ) \_\_\_\_\_ - \_\_\_\_\_ E-mail: \_\_\_\_\_

The Trustee has authority to consult with the above-named advisor on all matters related to this Trust Account until and unless such authorization is withdrawn in writing by the Settlor.

\_\_\_\_\_  
SETTLOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SETTLOR

\_\_\_\_\_  
DATE



**SCHEDULE E  
REMAINDER BENEFICIARIES**

The remainder beneficiaries of this trust are:

<b>Person or Entity/Address/Phone</b>	<b>Tax ID Number</b>	<b>Relationship to Settlor(s)</b>

IN WITNESS WHEREOF, the undersigned Settlor has reviewed and signed this Declaration of Third Party Supplemental Needs Trust, understands it and agrees to be bound by its terms on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Settlor

\_\_\_\_\_  
Settlor

COMMONWEALTH OF KENTUCKY )  
COUNTY OF )

Before me, a Notary in and for the Commonwealth of Kentucky, personally appeared \_\_\_\_\_, and being first duly sworn, subscribed the foregoing, and acknowledged the same to be his/free act and deed, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_. My ID # is \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at Large

COMMONWEALTH OF KENTUCKY )  
COUNTY OF )

Before me, a Notary in and for the Commonwealth of Kentucky, personally appeared \_\_\_\_\_, and being first duly sworn, subscribed the foregoing, and acknowledged the same to be his/free act and deed, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_. My ID # is \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at Large

Approved and accepted:

\_\_\_\_\_  
Trustee, Life Plan of Kentucky, Inc.,  
Authorized Agent

\_\_\_\_\_  
Date