

## Providing Richard's Family with Peace of Mind

### Life Navigators Trust I – Community Trust

**R**ichard's parents had been connected to Life Navigators for many years and decided it was time to put a plan in place for their son's future. That's when they established a Life Navigators Trust I – Community Trust to provide for Richard's financial future and long-term needs.

Richard's Trust provides security and ensures he remains eligible for public benefits, including Medicaid. Through his long-term funded care, he is able to live independently in his group home and attend day program three times a week.

His family was so grateful for the peace of mind and security their Life Navigators Trust provided their family. Richard's Trust will provide for his future needs and allow him to live an active and connected life in our community, just as his family intended.



## Life Navigators Trust I – Community Trust Overview

### Third Party Trust

A Trust I – Community Trust is typically funded by parents or grandparents of a loved one with a disability. The Trust can be established in two ways:

- A. A Funded Trust is available for immediate use and is funded through current assets.
- B. An Unfunded Trust will be funded in the future. The Trust will be funded based on future assets and can be funded through a life insurance policy, retirement account, bequest or estate plan.

## Review of Roles and Terms

Master Trust Agreement	A legal document that states the purpose and terms of the Life Navigators Trust I – Community Trust and sets forth guidelines for administration.
Instrument of Adoption	The document that establishes a separate account within the Life Navigators Trust I – Community Trust under the terms of the Master Trust Agreement specifically for individuals with disabilities.

Settlor	The individual(s) establishing the Trust.
Beneficiary	The individual for whom the Trust is established.
Trustee	A person or entity holding title to property for the benefit of another (Beneficiary); Prairie Trust, a division of Waukesha State Bank is the sole Trustee of the Life Navigators Trust I – Community Trust.
Personal Needs Advisor	<p>The duties of the Personal Needs Advisor are to inform the Trustee as to the Beneficiary’s needs and desires and how the Trust can impact their quality of life. The Personal Needs Advisor can be a parent, family member, Legal Representative or any individual that is close to the Beneficiary and has frequent regular contact.</p> <p>If the Settlor does not appoint a Personal Needs Advisor, Life Navigators may serve in that role.</p>
Trust Manager	Life Navigators serves as the Trust Manager (f/k/a Financial Needs Advisor) on the Trust unless the organization declines to serve in this role due to special circumstances (geography, etc.). The Trust Manager reviews disbursement requests and provides advice and counsel to the Trustee with regard to both the Beneficiary’s qualification for government benefits and the effect that any distribution from the Trust will have on the Beneficiary’s qualification for such benefits.
Remaindermen	The individual(s) or organization(s) named within the Instrument of Adoption who will be entitled to any assets remaining in the Trust after the death of the Beneficiary and after all final expenses, claims, liens and taxes have been paid. The Trustee is under no duty within the terms of the Master Trust Agreement to preserve assets for remainder interests.

The following Master Trust Agreement and accompanying materials are a reference only. Please see our website, [LifeNavigators.org](http://LifeNavigators.org), for the most up-to-date Trust documents in a fillable PDF file format, which must be completed by an attorney.

# Life Navigators, Inc.

## Master Trust Agreement

### Trust I – Community Trust

This is a restatement of the Declaration of Trust for Life Navigators, Inc. Trust I – Community Trust, and is made this 22<sup>nd</sup> day of June 2016, by Life Navigators, Inc. as Trust Establisher and Trust Manager, under its authority in Article X of the Declaration of Trust. The original Declaration of Trust was made on January 25, 2012, by Life Navigators, Inc. This restatement replaces the original Declaration of Trust in its entirety, including all amendments made between January 25, 2012, and the date of this restatement.

Prairie Trust, a division of Waukesha State Bank and Life Navigators, Inc. hereby establish a Master Trust Agreement to be known as The Life Navigators, Inc. Community Trust – Trust I. This Agreement is established to be used by a Settlor who wishes to establish a Trust for a Beneficiary with developmental and related disabilities. The Settlor and the Beneficiary must otherwise qualify as participants in this Community Trust. If a Settlor executes an Instrument of Adoption incorporating the terms of this Trust by reference and if the Instrument of Adoption is accepted by the Trustee and Life Navigators, the Trustee agrees to hold, administer and distribute assets passing to the Trust at the time the Instrument of Adoption is signed or at any time thereafter as a separate Trust hereinafter set forth.

#### ARTICLE I

##### Definitions of Primary Beneficiary and Settlor

- A. **Primary Beneficiary.** The Primary Beneficiary is a person with one or more developmental disabilities and is identified in the Instrument of Adoption. The Primary Beneficiary shall be referred to hereafter as the “Beneficiary”.
- B. **Settlor.** The Settlor has the meaning given in Wis. Stat. § 701.0103(23) and includes a person or entity who or which contributes assets, income or property to the Trust by gift, contract, agreement, court order or otherwise. This is the person who signs the Instrument of Adoption establishing the Trust Share for the Beneficiary.
- C. **Legal Representative.** A Legal Representative means guardian of the person, guardian of the estate, custodian, agent under power of attorney, or representative payee or any other such legal representative that can be appointed on behalf of the Beneficiary.
- D. **Trust Share.** A Trust Share is an individual account held for the benefit of a Beneficiary by the Trustee.
- E. **Trust Manager.** Life Navigators, Inc. shall be the Trust Manager and shall provide advice and counsel to the Trustee with regard to both the Beneficiary’s qualification for government benefits and the effect that any distribution from the Trust will have on the Beneficiary’s qualification for such benefits.
- F. **Personal Needs Advisor.** The Settlor may appoint a person or entity as Personal Needs Advisor. The Trust Manager shall communicate with the Personal Needs

Advisor from time to time with regard to the Beneficiary's interests, needs and desires to guide the Trustee in making discretionary distributions.

If the Settlor does not appoint a Personal Needs Advisor, Life Navigators, Inc. may serve as Personal Needs Advisor or may appoint an appropriate person or entity to act as Personal Needs Advisor.

- G. **Board.** The Board of Directors of Life Navigators, Inc., or its successor.
- H. **Instrument of Adoption.** The document that establishes a separate account within the Life Navigators Trust I – Community Trust under the terms of the Master Trust Agreement specifically for individuals with disabilities.

Under no circumstances shall either the Trust Manager or the Personal Needs Advisor be considered a co-Trustee of the Trust. The function of the Trust Manager and Personal Needs Advisor is to provide advice and information to the Trustee. All distributions are to be made in the sole discretion of the Trustee and all Trustee's powers are held by the Trustee alone.

The Instrument of Adoption may allow the Settlor or other designated person to remove and replace the Personal Needs Advisor.

## ARTICLE II

### Definition of the Advisor; Appointment of Initial Advisor

The Trust shall at all times have both a Trust Manager and a Personal Needs Advisor. The Trust Manager shall provide advice and counsel to the Trustee with regard to both the Beneficiary's qualification for government benefits and the effect that any distribution from the Trust will have on the Beneficiary's qualification for such benefits. The Personal Needs Advisor shall communicate with the Trust Manager from time to time with regard to the Beneficiary's interests, needs and desires from a personal standpoint to guide the Trustee in making discretionary distributions.

The initial Trust Manager shall be Life Navigators, Inc. Life Navigators, Inc. shall serve as the initial Trust Manager in all cases unless Life Navigators, Inc. shall agree that the Settlor may appoint another Advisor in this capacity. If the Beneficiary shall no longer be a resident of the State of Wisconsin, the Settlor may, in that case, appoint another Trust Manager.

The Settlor may appoint an Advisor other than Life Navigators, Inc. as Personal Needs Advisor. In cases in which the Settlor does not appoint such an Advisor, Life Navigators, Inc. shall serve as both Trust Manager and Personal Needs Advisor.

As Trust Manager and/or Personal Needs Advisor, Life Navigators, Inc. shall be entitled to a fee for services rendered in accordance with a fee schedule which will be given to the Settlor at the time of the adoption of the Trust. The fees charged by Life Navigators, Inc. shall be paid from the Trust and shall be allocated to principal or income in the discretion of the Trustee. This fee schedule may

be updated from time to time and increases in fees will be communicated to the Settlor, if living. If the Settlor is deceased, fee increases will be communicated to the Beneficiary and the Personal Needs Advisor. If the Beneficiary is legally incapacitated, notice of any fee increases shall be sent to any Legal Representative of the person or estate of the Beneficiary. When any notice is sent to a Legal Representative, it need not be sent to the Personal Needs Advisor or the Beneficiary.

Under no circumstances shall either the Trust Manager or the Personal Needs Advisor be considered a co-Trustee of the Trust. The function of each Advisor is to provide advice and information to the Trustee. All distributions are to be made in the sole discretion of the Trustee and all Trustee's powers are held by the Trustee alone.

The Instrument of Adoption may allow the Settlor or other designated person to remove and replace any Advisor. If Life Navigators, Inc. is removed as Trust Manager for a Trust without its consent, the assets in the Trust shall be deemed removed from the Community Trust and shall be held, administered and distributed as an individual Trust in accordance with the Trustee's published fee schedule.

### **ARTICLE III**

#### **Fees/Other Provisions**

- A. Life Navigators, Inc. shall be entitled to a fee for services rendered in accordance with a fee schedule which will be given to the Settlor at the time of the adoption of the Trust. The fees charged by Life Navigators, Inc. shall be paid from the Trust and shall be allocated to principal or income in the discretion of the Trustee. This fee schedule may be updated from time to time and increases in fees will be communicated in advance to the Beneficiary, his or her Legal Representative or other representative and the Personal Needs Advisor.
- B. The Trustee shall be entitled to a fee for services rendered in accordance with a fee schedule agreed to by Life Navigators, Inc. Any increase in fees shall be communicated in advance to the Beneficiary or his or her Legal Representative and to the Personal Needs Advisor.
- C. No Trustee shall be required to give any bond as Trustee.

### **ARTICLE IV**

#### **The Role of the Trustee; Appointment of Initial Trustee; Accounting Provisions**

- A. The initial Trustee shall be Prairie Trust, a division of Waukesha State Bank. The Instrument of Adoption may allow the Settlor or other designated persons to remove and replace the Trustee at any time. If the Settlor nominates such a person and

such a procedure is followed, the assets in the Trust shall, at that point, be removed from the Community Trust and shall be administered as an individual Trust with terms that are identical to the terms of this Trust document.

- B. Notwithstanding any other provision of this Instrument, Life Navigators, Inc. may remove any Trustee at any time and replace the Trustee with another corporate Trustee.
- C. The Trustee shall provide accountings at regular intervals to the Settlor, if living, and to the Beneficiary. If the Settlor is deceased, accountings will be communicated to the Beneficiary and the Personal Needs Advisor. If the Beneficiary is legally incapacitated, accountings shall be sent to any Legal Representative of the person or estate of Beneficiary. When any accounting is sent to any Legal Representative of the person or estate of the Beneficiary, the accounting need not be sent to the Beneficiary. The Settlor may also designate additional individuals to receive accounts under this Article in the Instrument of Adoption. If none of the named or designated individuals objects in writing to such account, the account shall stand approved six (6) months after its delivery to the named individuals. The Trustee shall then be released from all liability with respect to such account.
- D. The Trustee may rely on any advice furnished to the Trustee by the Trust Manager with regard to the Beneficiary's needs and best interests and the effect that any distribution will have on the Beneficiary's eligibility for government benefits. The Trustee shall have no duty to determine whether the Beneficiary is receiving available government benefits. All decisions regarding distribution shall, however, be made in the sole and absolute discretion of the Trustee.

## **ARTICLE V**

### **Initial Funding: Acceptance of Assets**

The Trust shall be funded with assets of a third party. The initial funding may also consist of naming the Trust as a Beneficiary under the Last Will and Testament of the Settlor(s) or as Beneficiary of any non-probate disposition of assets. The Trustee shall have the right to reject any particular asset which passes to the Trust at any time.

## **ARTICLE VI**

### **Community Nature of the Trust**

Because this Trust is established as a Community Trust for persons with developmental disabilities and to reduce the cost of administering each Trust Share, the Trustee may hold all Trust Shares unsegregated in a single Trust entity for purposes of investing said Trust Shares. However, the Trustee shall maintain each Beneficiary's Trust Share as a separate account in the Trust entity, shall maintain Trust records in a fashion sufficient to account for the activity of each Trust Share and shall account separately for each such Trust Share.

## ARTICLE VII

### Purposes of the Trust and Payment from the Trust

- A. **Contingent Nature of the Beneficiary's Interest; Discretionary Nature of Trust.** Under no circumstances may the Trustee be compelled to make any distributions to the Beneficiary, including but not limited to the distributions for the Beneficiary's health and support.

This Trust is not established to give the Beneficiary the right to receive payments out of the income or principal of this Trust for his or her health and support and no court shall have the ability to order such distribution. The Beneficiary has no vested interest in this Trust and is at all times a contingent Beneficiary only. Any distributions from this Trust shall be made in the sole and absolute discretion of this Trustee. Income not expended may be accumulated and added to principal. At no time is there any requirement that the Trustee make any distributions of income or principal to the Beneficiary or to any other persons during the Beneficiary's lifetime.

- B. **Purposes.** The Beneficiary is a person with one or more developmental disabilities. Because the Beneficiary is disabled, he or she presently qualifies or may, in the future, qualify for certain government benefits including but not limited to the provision of essential primary support and medical benefits. It is anticipated that the assets of this Trust may not be sufficient to ensure an adequate and appropriate lifestyle for the Beneficiary during the Beneficiary's lifetime. Therefore, the Trustee is to keep in mind that the Settlor's primary purpose in establishing this Trust is to supplement available government resources to ensure the Beneficiary's comfort and happiness during lifetime. In making any distributions to the Beneficiary, the Trustee shall consider the effect that such a distribution will have on the Beneficiary's entitlement to government resources and shall keep in mind the Settlor's desire that if possible, the Trust fund will be available to supplement such resources and to enable the Beneficiary to enjoy a comfortable, secure and happy lifestyle. The foregoing statement of primary purpose shall not be interpreted, as an absolute prohibition of any distribution which the Trustee, in its sole and absolute discretion, determines will increase the comfort and happiness of the Beneficiary, even if the effect of such distribution may be a reduction in available government benefits.

- C. **Payments from the Trust.** Keeping in mind the primary purposes of the Trust, the Trustee may, in its sole and absolute discretion, make payments out of the Trust in order to ensure the Beneficiary's comfort and happiness. Payments may be made in the discretion of the Trustee to the Personal Advisor or to any person with whom the Beneficiary is residing, to the Legal Representative of the Beneficiary, or directly to any individual or entity furnishing goods or services to the Beneficiary. The Settlor strongly advises the Trustee not to make payments directly to the Beneficiary unless the Trustee has been informed by the Trust Manager that such a direct payment will not affect the Beneficiary's entitlement to any government benefits. Discretionary payments may be made for any of the following purposes, but this list shall not be deemed exhaustive by the Trustee.

1. May procure medical, psychiatric or dental treatment, cosmetic surgery,

private rehabilitative and educational services for the Beneficiary. The Trustee shall consider whether any such services could be provided to the Beneficiary through public benefits in a timely and quality manner. However, the Trustee may, in its discretion make distributions for such services if such services could be provided through public benefits if the Trustee determines such payment will increase the Beneficiary's comfort and happiness.

2. May provide residential care for the Beneficiary.
3. May provide entertainment for the Beneficiary, including television, cable television service, Internet, telephone service, sporting events and recreational activities.
4. May provide funds to allow the Beneficiary to travel for recreational purposes.
5. May pay for any in-home assistance or services needed by the Beneficiary in order to allow him or her to reside in his or her own home. The Trustee shall consider whether adequate services are available to the Beneficiary through public benefits in an adequate timely and quality manner. However, the Trustee may, in its discretion make distributions for such services even if such services could be provided through public benefits if the Trustee determines such payment will increase the Beneficiary's comfort and happiness.
6. May provide any augmentative communication system or any sophisticated computer system for the Beneficiary.
7. May provide any necessary equipment to enhance mobility including wheelchairs, scooters, lifts and specially equipped vans.
8. May provide household furniture and furnishings for the Beneficiary.

The above list is not designed to be exhaustive but is meant to illustrate for the Trustee certain items which the Trustee may, in its sole and absolute discretion, wish to provide for the Beneficiary in order to enhance his or her comfort and happiness.

## **ARTICLE VIII**

### **Restraint Against Assignment: Spendthrift Clause**

All Trust Shares held under this Master Trust Agreement are for the personal protection and welfare of the Beneficiary. No right with respect to any Trust property shall vest in any Beneficiary until it is transferred or paid over to the Beneficiary.

No Beneficiary's interest in income or principal is subject to voluntary or involuntary alienation. Whenever the Trustee has notice or apprehends that the interest of any Beneficiary is threatened to be diverted in any manner, the Trustee may, but shall not be required to, withhold any or all distributions from such Beneficiary and may either employ the same in such manner as the Trustee shall deem reasonably necessary for the welfare of the Beneficiary, or retain them in trust, as the Trustee shall deem appropriate.



## **ARTICLE IX**

### **Termination and Distribution on Termination**

The Trust shall terminate at the time as provided in the Instrument of Adoption. The Instrument of Adoption also specifies the person or persons or entities to whom the Trust share is to be distributed upon termination.

## **ARTICLE X**

### **Trustee's and Life Navigators, Inc.'s Right to Amend the Master Trust Agreement**

This Master Trust Agreement may be amended by the Trustee and Life Navigators, Inc. at any time if the Trustee and Life Navigators, Inc. in their discretion, or due to changes in the law or other reasons, determines such amendment is necessary or advisable to accomplish the Trust purpose. Life Navigators, Inc. is not required to give notice to, or obtain consent from, any Beneficiary, in order to exercise the power to amend. Any amendment to the Declaration of Trust shall apply to all accounts that have incorporated this Master Trust Agreement at any time, prior to or after the date of the amendment. Life Navigator's, Inc. has no liability to any Settlor or Beneficiary if it fails to exercise its power to amend this document. No amendment shall:

1. Change the nature of the Trust so that it fails to maintain the status of the individual accounts as described in 42 USC 1396 p(d)(4)(A) or any similar successor statute; or
2. Change the nature of an individual account so that it fails to be for the sole benefit of the named Beneficiary

Except as provided by law, Life Navigators, Inc. shall not be required to petition a Court for approval of an amendment necessary or advisable to accomplish the Trust purpose, due to changes in the law or other reasons.

The power to amend under this article is separate and in addition to any applicable provisions for modification of the Trust under Wis. Stat. §§ 701.0410 – 704.0417 and under common law.

This Trust is irrevocable.

## **ARTICLE XI**

### **Resignation of the Advisor and/or the Trustee**

The Trustee, the Personal Needs Advisor and Trust Manager shall all have the power to resign at any time as to the entire community trust or as to any separate trust share created pursuant to any Instrument of Adoption. If either Advisor resigns, he or she shall give thirty (30) days written notice to the Trustee. If the Trustee shall resign, the Trustee shall give thirty (30) days written notice to the Trust Manager, to Life Navigators, Inc., to the Personal Needs Advisor, to the Settlor, if living, or, if the Settlor is deceased, to the Beneficiary or if the Beneficiary is incapacitated to the Legal Representative of the person of the Beneficiary. The Instrument of Adoption may also specify an individual to receive notice of either the Advisor's resignation or the Trustee's resignation. If the Trustee shall resign, Life Navigators shall appoint a successor Trustee. If either the Trust Manager or the Personal Needs Advisor shall resign, successor advisors shall be appointed in accordance with the terms of the Instrument of Adoption.

## **ARTICLE XII**

## Powers of Trustee

Subject only to the provisions and limitations herein expressly set forth, the Trustee, during its tenure, shall have, in general, the power to do and perform any and all acts in relation to the Trust in the same manner and to the same extent as an individual might or could do with respect to his own property. No enumeration of specific powers herein made shall be construed as a limitation upon the foregoing general powers, and the powers or any of them herein conferred upon the Trustee shall not be exhausted by any use thereof but shall be continuing. All powers must be exercised in a fiduciary capacity. The Trustee is especially authorized and empowered, without application to or leave of any court:

- A. To sell, assign, transfer and convey each and every one of the assets, real, personal or mixed, from time-to-time comprised in the Trust, at such times, for such prices and on such terms as to credit, security and otherwise, as the Trustee shall deem expedient in the interest of the Trust; Settlor hereby empowers the Trustee to execute in good and sufficient deeds and other documents necessary to transfer or convey such property to any purchaser or purchasers.
- B. To retain any and all property owned by the Settlor at the time of death without liability for any decrease in the value thereof and regardless of the fact that any particular asset representing all or a large portion of the Trust, is unproductive of income or a wasting asset or otherwise does not comply with the rules herein or by law prescribed for the investment of Trust funds.
- C. To keep in force and pay premiums and exercise any and all other ownership rights on any insurance policies that the Trust may own at any time.
- D. To invest and reinvest the funds of the Trust in any and all forms of property, real, personal or mixed, wherever situated, with full powers of conversion or reconversion, including by way of illustration but not of limitation, common and preferred stocks, bonds, notes, debentures, mortgages, shares or interests in investment trusts, participants in common trust funds or proprietary mutual funds administered by a corporate trustee, life insurance policies or annuities of all types, without regard to the proportion any such investment or investments of a similar character may bear to the Trust estate, all without regard for legal restrictions otherwise applicable to investments by Trustees, including any rule requiring diversification.
- E. To hold cash uninvested whenever and so long as the Trustee considers it in the best interest of the Trust to do so.
- F. To collect, pay, abandon, contest, compromise, settle, release or submit to arbitration any claim in favor of or against the Trust.
- G. To make division or distribution in money or in kind, or partly in money and partly in kind, including securities, real property and undivided interests in real or personal property, making necessary equalizations in cash.
- H. To employ and compensate out of the principal or income of the Trust as the Trustee shall deem proper, such agents, brokers, attorneys, advisors (including any Personal Needs Advisor under this Trust) and assistants as the Trustee shall deem necessary or desirable in the administration of any trust, without liability for any neglect, omission, misconduct, mistake or default of any agent, broker, attorney,

advisor or assistant selected or retained with reasonable care.

- I. To vote in person, by an officer of a corporate trustee, or by general or limited proxy, with or without power of substitution, any and all stocks and other securities held in any trust; to waive notice or consent to the holding of stockholders' meetings without notice, to deposit securities in one or more voting trusts.
- J. To consent to, participate in, or cause the reorganization, consolidation, merger or readjustment of the financial structure or sale of the assets of any corporation or other organization, the securities of which at the time constitute a portion of any trust, and to take such action with respect to such securities deemed by the Trustee necessary or desirable to obtain the benefit of any such reorganization, consolidation, merger, readjustment or sale; to deposit securities with a protective or other committee in connection therewith; to exercise any conversion privilege given to the owner of any stock or other securities; to demand, take and hold as part of the Trust the shares of stock or other securities resulting from any such reorganization, consolidation, merger, readjustment, sale, conversion or subscription.
- K. To borrow money, including borrowing from the Trustee, for such periods of time and upon such terms and conditions as the Trustee believes to be in the best interest of any trust, for any purpose whatsoever, and to mortgage or pledge any or all of the assets of the Trust as security therefor.
- L. To lease, demise and let any portion of the real estate owned from time to time by the Trust, at such times, upon such conditions and for such terms as the Trustees shall deem in the best interests of the Trust, even though such term may extend beyond the term of any Trust.
- M. To cause the securities or other property which may comprise the Trust or any part thereof to be registered in the Trustee's name as Trustee hereunder, in the Trustee's own name, or in the name of the Trustee's nominee, without disclosing the Trust, or (in the case of securities), to take and keep same unregistered and to retain them or any part of them in such manner that they will pass by delivery; but no such registration or holding by the Trustee shall relieve the Trustee of liability for the safe custody and proper disposition of such Trust property in accordance with the terms of provisions hereof.
- N. May permit the Trust Beneficiary and, if applicable, the Legal Representative of any Beneficiary to occupy any residential real property which is at any time an asset hereunder either at a reasonable rental, or rent-free, and to determine whether or not to charge his or her share for expenses of repairs, taxes and maintenance.
- O. With the consent of Life Navigators, Inc. to establish policies limiting investments and distributions from the Trust share based on the size of the principal balance.
- P. To purchase casualty, life, health, title and liability insurance for a Beneficiary as the Trustee believes to be desirable provided that a policy of insurance on the life of a Beneficiary may be purchased only as a part of a transaction that substantially complies with Wisconsin law governing prepaid burial contracts and public benefits law, treating the transaction as a purchase of goods and services for the sole benefit of the Beneficiary during his or her lifetime.
- Q. To purchase policies as the Trustee believes to be desirable to ensure the Trust against any risk, and to ensure the Trustee, the Board, or Life Navigators, Inc. or its successor as manager of the Trust against liability with respect to third persons.

- R. To deal with governmental agencies to make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income and any other available government resources and community support services.
- S. To pay from the Trust any taxes, including interest or penalties thereon, and in its discretion, to pay taxes of the Beneficiary which accrue as the result of accumulations of income or distributions of income or principal.
- T. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan, or insurance contract, the mode of distribution of the proceeds of the plan or contract, except that no adjustment shall be made in the interests of the Beneficiary to compensate for the effect of the election.
- U. The Trustee, in consultation with Life Navigators, Inc., may transfer all or some of the assets of the Beneficiary, to any other Trust established for the benefit of the Beneficiary, whether within the State of Wisconsin or any other state, provided that the terms of the Trust to which the assets are transferred are consistent with the purposes of this Trust and with applicable Federal law with 42 U.S.C. § 1396p(d)(4)(A). The Trustee may also accept contributions from any source into an individual Beneficiary's account for the benefit of the Beneficiary.

## **ARTICLE XIII**

### **Definitions**

All words used in this Trust document in any gender shall apply to all genders and all words used in the singular shall also include the plural.

## **ARTICLE XIV**

### **Governing Law**

This Instrument and the dispositions hereunder shall be construed and regulated and its validity and effect shall be determined by the laws of Wisconsin.

This Master Trust Agreement is amended and adopted at Milwaukee, Wisconsin this 22nd day of June 2016.

**Life Navigators, Inc.**  
**Trust I – Community Trust**  
Notice

The Instrument of Adoption will establish an Irrevocable Trust for the benefit of the Primary Beneficiary. The attached Instrument is a sample only which provides the Settlor with a number of options for supplementing the Master Trust Agreement. Establishing this Trust has potential tax effects for the Settlor, the Primary Beneficiary, and other Beneficiaries who hold certain powers over the Trust. In addition, because the Primary Beneficiary is a person with developmental disabilities, the Settlor must be well informed as to the effect of this Trust on the Beneficiary's eligibility for government benefits. The Settlor is strongly advised to seek legal counsel with expertise in tax, estate planning and government benefits with regard to the tax effects of establishing this Trust and as to the effect that placing assets in this Trust has on the Beneficiary's eligibility for government benefits from time to time. This professional guidance should be sought by the Settlor to assist the Settlor in preparing the Instrument of Adoption.

This Trust should be funded only with assets which are not assets owned by the Beneficiary and have never been owned by the Beneficiary.

Neither Life Navigators nor the Trustee shall have any liability for the contents of the Instrument of Adoption.

**Life Navigators, Inc.**  
**Instrument of Adoption**  
Trust I – Community Trust

DATE: \_\_\_\_\_

SETTLOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

SOCIAL SECURITY NO.: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ATTORNEY'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PRIMARY BENEFICIARY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

SOCIAL SECURITY NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## ARTICLE I

### Adoption of Master Trust Agreement; Establishment of Irrevocable Trust

The Settlor hereby incorporates by reference the terms of the Life Navigators, Inc. Community Trust (hereinafter "Master Trust Agreement") dated June 22, 2016, as amended, for Persons with Developmental Disabilities and establishes a Trust to be held, administered and distributed in accordance with the terms of said Master Trust Agreement as supplemented by this Instrument of Adoption. ***The Trust established by virtue of this Instrument of Adoption shall be irrevocable.*** The Settlor may not amend or revoke the Trust at any time. No one may amend or revoke this Trust unless such amendment or revocation is specifically provided for in the Master Trust Agreement.

## ARTICLE II

### The Beneficiary

The Primary Beneficiary of the Trust is as follows:

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

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Legal Representative of the Person, if applies: \_\_\_\_\_

Legal Representative of the Estate, if applies: \_\_\_\_\_

Diagnosis: \_\_\_\_\_

**ARTICLE III**

**Funding Source**

The assets in this Trust come from the following source: (Choose one)

- A. Assets are entirely those of the Settlor(s); or
- B. The Trust has been named a Beneficiary under the Last Will and Testament of the Settlor(s); or
- C. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE IV**

**Regarding the Trustee**

- A. The Trustee is Prairie Trust, a division of Waukesha State Bank.
- B. The following individuals may remove the Trustee at any time and may replace the Trustee as hereinafter provided;

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

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

***(This provision is optional. The Settlor should be aware of the fact that the ability to remove and replace a Trustee may have tax consequences for either the Settlor or the person holding this power. This provision should be inserted in the Trust only after competent advice is received from an independent professional specializing in estate planning.)***

- C. The Settlor understands that removing the Trustee will result in creating a separate individual Trust which will no longer be a part of the Community Trust Agreement as is set forth in the Master Trust Agreement.



**ARTICLE V**

**Regarding the Advisor**

- A. The Settlor hereby appoints the following individual or entity as Personal Needs Advisor for the Trust:

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

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

\*If more than one, please add information for each. (If no individual is named, or the named individuals have passed away, Life Navigators, Inc. will serve as Personal Needs Advisor.)

- B. The Settlor understands that Life Navigators, Inc. will be the initial Trust Manager for the Trust unless Life Navigators, Inc. has agreed to the appointment of another individual or entity as such advisor.

- C. If either the Trust Manager or the Personal Needs Advisor shall resign at any time, the following individuals in the order listed shall be given notice of such resignation and shall have the ability to appoint a successor advisor:

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

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

- D. The following individuals in the order listed shall have the right to remove and replace either the Trust Manager or Personal Needs Advisor at any time:

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

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

***(Note: Removing Life Navigators, Inc. as the Trust Manager may result in assets being removed from the Community Trust.)***

**ARTICLE VI**

**Accounts**

Upon the death of the Settlor, the Settlor designates the following individuals to receive copies of the Trustee's accounts: ***(This provision is optional.)***

***(Include name and address of any designated individuals.)***

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

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**ARTICLE VII**

**Provisions on Termination of the Trust**

- A. The Trust shall terminate at the time and in the manner provided below:
  - 1. Upon the death of the Primary Beneficiary; or
  - 2. If, pursuant to the terms of the Master Trust Agreement, the Trustee determines that continued administration is impractical due to the size of the principal balance.

- B. Upon termination of the Trust, the Trustee may, in its discretion, pay the Beneficiary's funeral, burial and related expenses before distributing the trust balance to the following individuals or entities:

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

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

This person listed above should receive \_\_\_\_\_ %

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

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

This person listed above should receive \_\_\_\_\_ %

Name: \_\_\_\_\_ LIFE NAVIGATORS, INC. (OPTIONAL) \_\_\_\_\_

Address: \_\_\_\_\_ 7203 West Center Street \_\_\_\_\_

\_\_\_\_\_ Wauwatosa, WI 53210 \_\_\_\_\_

Phone: \_\_\_\_\_ (414) 774-6255 \_\_\_\_\_

LIFE NAVIGATORS, INC. should receive \_\_\_\_\_ %

***\*By designating Life Navigators as a Remainder Beneficiary, you ensure we can provide for the needs of individuals with disabilities for years to come.***

Any remainder amount for a remainderman named above who does not survive the Beneficiary shall lapse and be distributed in equal shares to all other remaindermen. In the event all remaindermen are deceased, the remaining amount in the Trust shall be distributed to Life Navigators.

***(Note: Applicable law may require that state or federal government be reimbursed if the Trust contains assets of the Beneficiary.)***

- C. Optional provision: The following individuals shall have the right to alter the provisions under paragraph B by submitting a new Termination provision. (This is a suggested optional provision for individuals who would like to allow a designated person to alter the disposition of the Trust assets. This provision may have tax consequences for the power holder.)

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

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned Settlor(s), the designated Advisors, and Prairie Trust, a division of Waukesha State Bank, as Trustee, have signed this Instrument of Adoption and understand and agree to be bound by the terms and provisions of this Instrument and the Life

