LIFE NAVIGATORS
Your Disability Partner EST. 1949



7TH EDITION

Trust Program Handbook

Special Needs Trusts – Large and Small

A Key for Your Future

414-774-6255 • LifeNavigators.org



PRAIRIE TRUST™, PROUD PARTNER OF LIFE NAVIGATORS SINCE 2007.

Prairie Trust has proudly partnered with Life Navigators since 2007 as trustee of the Life Navigators Community and Pooled Trust programs. The work Life Navigators does is integral to the lives of individuals and families with disabilities that depend on the services Life Navigators provides.

At Prairie Trust, we take Special Needs Trusts seriously.

- We are the only trustee headquartered in Wisconsin to administer Community or Pooled Trusts.
- We have a local hands-on approach, with dedicated staff to serve the special needs community.
- We have the expertise and experience to administer all types of Special Needs Trusts, including individually drafted Special Needs Trusts, as well as the Life Navigators trust program.

AS TRUSTEE, PRAIRIE TRUST:

1. Works with Life Navigators to administer the trust program and meets with trust beneficiaries, prospects, and their representatives
2. Opens separate accounts for each participant in the program
3. Maintains all trust account documentation
4. Custodies the trust assets
5. Invests the trust funds
6. Prepares account statements and reports to the program beneficiaries and their representatives
7. Works with Life Navigators to process distributions for the benefit of program beneficiaries
8. Prepares fiduciary income tax returns and the tax reports given to the beneficiary
9. Pays all trust expenses
10. Closes and distributes accounts upon termination of the trust

PRAIRIE TRUST™

Specialized Expertise. Strategic Partnerships.

Ph: (262) 522-7400
PO Box 648, Waukesha, WI 53187-0648

**Let us know how Prairie Trust can help.
Call us at (262) 522-7400 or visit
PrairieTrust.com**

Non-deposit products are: not insured by the FDIC; are not deposits; and may lose value.

RLG
Ruthmansdorfer Law Group

Renewal. Healing. Change. Growth.



Elizabeth Ruthmansdorfer
Attorney at Law

414-377-6981

Specializing in Estate Planning.

(With a specialty for special needs trusts, elder law, guardianships and probate.)

RUTHMANSDORFER LAW GROUP, S.C.
911 Milwaukee Avenue, Suite A | South Milwaukee, Wisconsin 53172

Connect with me: www.rlglaw.law

SAGE LEGAL GROUP

ESTATE PLANNING | ESTATE ADMINISTRATION | ELDER LAW



From left to right: Attorney Emily Harriman, Stephanie Bachman, Attorney Sarah Joseph, Zoe Knoernschild, Heather King, Founder & Attorney Megann Hendrix, Attorney Emily Hall, Paralegal Geri Hirschboeck

At **Sage Legal Group**, we help families create thoughtful plans that provide for their loved ones today and for years to come.

Our compassionate team guides families through special needs planning, including creating special needs trusts and enrolling in Life Navigators' pooled trust programs. Our practice focuses on estate planning, special needs planning, estate administration, and elder law. We offer personalized legal services that protect your family's interests and help preserve eligibility for public benefits like SSI and Medicaid.

Whether you're planning ahead or facing a difficult transition, we're here to guide you every step of the way.

LEGACY PLANNING WITH HEART

3970 N. OAKLAND AVE. #401 | SHOREWOOD, WI 53211 | 414-310-1303 | www.sagelegalgroup.com

Helping Plan for Your Loved Ones

Our Elder and Special Needs Section helps individuals and families navigate the complexities of disability planning, asset protection and long-term care. We focus on preserving wealth, facilitating informed decision-making, securing appropriate placements and accessing public benefits. Our personalized approach provides tailored solutions to align with each client's unique needs and objectives.

To learn more, please contact Life Navigators Board Member, Avery Mayne and Trust Committee Member, Morgan Turner.



Avery J. Mayne, CELA
avery.mayne@vonbriesen.com
(414) 287-1298



Morgan L. Turner
morgan.turner@vonbriesen.com
(262) 923-8653

von Briesen

von Briesen & Roper, s.c. | Attorneys at Law

vonbriesen.com



Milwaukee • Madison • Neenah • Waukesha • Green Bay • Chicago • Eau Claire • Naples

HASKINS MAIN & DEVINE LLC

LAW OFFICE

- ESTATE PLANNING
- ELDER LAW
- MEDICAL ASSISTANCE PLANNING (MEDICAID)
- SPECIAL NEEDS TRUSTS
- PROBATE
- TRUST ADMINISTRATION
- GUARDIANSHIP (OF ADULTS)
- VETERANS BENEFITS ASSISTANCE
- MARITAL PROPERTY AGREEMENTS
- DIVORCE
- PLACEMENT AND MINOR GUARDIANSHIPS

608.237.6673

5113 Monona Dr • Monona, WI 53716

www.hmdelderlaw.com

WALDEN, NEITZKE & TAYLOR, S.C.
ATTORNEYS AT LAW

THE BENEFITS OF A TEAM APPROACH

Our Estate Planning team consists of Attorneys Angela Knight and Elizabeth Taylor; who have a combined 46 years of estate planning experience. Together, they are able to provide comprehensive and effective solutions to their clients' needs. Whether it is complex estate planning, navigating elder and disability law, Medicaid planning or guardianships, our team is here to provide the support, dedication and communication you need and expect.

PRACTICE AREAS

- Estate Planning
- Asset Protection Planning
- Special Needs Trusts
- Guardianships
- Supportive Decision Making
- Elder & Disability Law
- Medicaid Eligibility
- Estate and Trust Litigation
- Trust and Probate Administration
- Powers of Attorney

707 West Moreland Boulevard Suite 9, Waukesha, Wisconsin 53188
(262) 547-5517 - www.waldenlaw.net

Table of Contents

Your Life Navigators Trust Program Manual

Introduction

Creating A Lasting Impact....1
Introduction to Special Needs Trusts....2
Why a Life Navigators Trust....3
Life Navigators Offers Three Trusts....5
What Can a Trust Fund?....5
Disbursement Guidelines....6
Disbursement Request Record....8
Beneficiary Legal Fund Request....9
Life Navigators Trust Comparison Chart....11
Getting Started....12

Life Navigators Trust I – Community Trust

Trust I – Community Trust Overview....15
Definitions and Roles....15
Master Trust Agreement....17
Instrument of Adoption....28

Life Navigators Trust II – Pooled Trust

Trust II – Pooled Trust Overview....37
Definitions and Roles....37
Master Trust Agreement....39
Instrument of Adoption....50

Life Navigators Trust III – Pooled Trust

Trust III – Pooled Trust Overview....60
Definitions and Roles....60
Master Trust Agreement....62
Instrument of Adoption....74

Additional Information

Frequently Asked Questions....84
Contact Information....88

Establishing a Life Navigators Trust

Completing Trust Documents

All Life Navigators Trust documents can be found in a fillable PDF file format on our website, LifeNavigators.org, and must be completed and submitted by an attorney. For information about fees, contact us at 414-774-6255, trust@lifenavigators.org or visit our website. This handbook is for informational purposes only. It is not intended to constitute legal advice, to substitute for obtaining legal advice from a licensed attorney or to take the place of applicable state laws or regulations.

About Life Navigators

Your Disability Partner

Life Navigators is a nonprofit organization that provides services and support to kids and adults with disabilities. Our services ensure safe, happy and healthy lives for individuals with disabilities in our community.

The organization was founded in 1949 by a group of parents who sought to provide opportunities and services for their children with developmental and related disabilities. Their early efforts resulted in mandated special education services and community-based recreation, residential, employment and day programming. Since its inception, Life Navigators has been a leader in developing and implementing programs and services that ensure individuals with disabilities are able to live, work and volunteer in our community.

Today, Life Navigators' mission is to improve the quality of life for individuals with disabilities and their families. What sets us apart is our comprehensive services and individualized support offerings to help kids and adults with disabilities to live independently. We believe that as active and connected members of our community, individuals with disabilities enjoy the highest possible quality of life and make our community a better place for all.

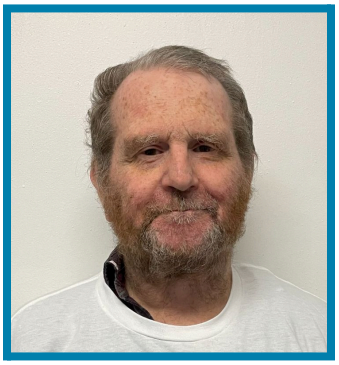
Platinum Transparency 2026 Candid.

MILWAUKEE BUSINESS JOURNAL BPtW 2019 2020 2021 2022 2023 2024 2025 2026

Charity Navigator FOUR-STAR

Creating A Lasting Impact for Individuals with Disabilities

Providing Richard's Family with Peace of Mind



Richard'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 to provide for Richard's financial future and long-term needs. 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.

They also thought of Life Navigators and other individuals with disabilities by designating us as a Remainder Beneficiary to Richard's Trust. Their designation ensures that we can plan for the needs of individuals with disabilities for years to come. Their thoughtfulness will have a lasting impact for bright futures.

Your Impact Naming Life Navigators a Remainder Beneficiary

Trust I, II, and III

A Special Needs Trust intends to provide individuals with disabilities with the highest quality of life possible without jeopardizing eligibility for public or government benefits. Should any money remain in the Trust after the Beneficiary's lifetime, you designate how this money is distributed.

When you designate Life Navigators as a Remainder Beneficiary, you ensure that we can provide for the needs of individuals with disabilities for years to come. These funds support our programs and services for individuals with disabilities. Our services are made possible thanks to the generosity of our friends and supporters, including those who remember Life Navigators when designating the Remaindermen of their Trust accounts.

The Impact of the Life Navigators Retained Fund

Trust II and III

After the Beneficiary's lifetime, if the Trust is unable to make the full Medicaid Payback, leftover funds are distributed to the Life Navigators Retained Fund, which directly impacts individuals with disabilities. This Retained Fund account supports our programs and services for individuals with disabilities. Our services are made possible thanks to the generosity of our friends and supporters. Through this, Beneficiaries know they will have a lasting impact.

Our work is made possible through the generosity of those who remember Life Navigators in their Trust Planning Documentation.

Special Needs Trusts

Helping Secure the Financial Future of Persons with Disabilities

Planning for the future financial and service needs of an individual with a disability helps provide the individual with a lifetime of security and protection. This planning also gives families the peace of mind that their loved one with a disability will continue to enjoy the highest possible quality of life once the family is no longer able to provide the same level of care. A Special Needs Trust enhances the life of an individual with a disability and preserves public benefits.

A trust is a legal entity and financial tool that protects and manages assets for the benefit of an individual. In the case of a Special Needs Trust, the Beneficiary is an individual with a disability.

The intent of a Special Needs Trust (sometimes referred to as a Supplemental Needs Trust) is to provide individuals with disabilities the highest possible quality of life without jeopardizing their eligibility for public or government benefits. Personal assets as low as $2,000 (Medicaid and SSI) can impact an individual's public benefits.

Special Needs Trusts are designed to supplement a person's basic living needs. This is needed because traditional entitlement or benefit programs that support services like supportive employment, transportation and personal care may not meet all of an individual's needs. A Special Needs Trust can fund supplemental care and support to make a life well-lived. Types of Special Needs Trusts include Pooled Trusts (self-settled trusts), Community Trusts (third party trusts) or an individually drafted private trust. Terms that you may hear when discussing Special Needs Trusts are listed below.

- **Beneficiary:** The individual with a disability for whose benefit the Trust is established.
- **Settlor:** The person that transfers funds to the Trust.
- **Trustee:** The person or organization charged with the administration of the Trust account.
- **Special Needs/Supplemental Needs Trust:** General terms that refer to a Trust designed specifically for individuals with disabilities.
- **Self-Settled/First Party/Medicaid Payback Trust:** Terms that refer to a Trust that is funded entirely with the Beneficiary's own assets.
- **Third Party Trust:** A Trust that is set up and funded by a third party, most often a parent or grandparent, for the benefit of an individual with a disability.
- **Individually Drafted Private Trust:** A Trust that is set up privately for the benefit of an individual with a disability. A private agreement is set up with a Trustee to administer the terms of the Trust. This type of Trust often requires a sizeable amount of assets to be cost-effective.

Why a Life Navigators Trust

Working with a Trusted Partner

The Life Navigators Trust Program provides peace of mind while protecting public benefits. Multiple Trust options are available to meet each Beneficiary's needs now and in the future.

Under the leadership of the Board of Directors and Trust Committee, Life Navigators created its first trust, Trust I – Community Trust, in 1988. In 2011, Trust II – Pooled Trust, was added to provide an additional tool for persons with disabilities and their families. Trust III – Pooled Trust was added in 2018 to assist individuals age 65 or older who have a disability determination.

A Life Navigators Trust is designed to supplement and preserve available public benefit programs, promote comfort and happiness, and improve the quality of life for individuals with disabilities. A Life Navigators Trust establishes a team that works to achieve the Trust goals. This team includes Life Navigators (Trust Manager), Prairie Trust, a division of Waukesha State Bank (Trustee), the Personal Needs Advisor and the Beneficiary.

Affordable Option for Individuals and Families

Compared to an individually drafted private trust, a Life Navigators Trust can meet the needs of individuals and families in a more affordable manner. Pooled and community trusts have a prototype agreement already approved by federal and state authorities, thereby keeping implementation and operating costs low. With a Life Navigators Trust, even individuals with modest assets can fund the extras in life for years.

Life Navigators offers a Beneficiary Legal Fund to ensure additional individuals with disabilities can plan for their service and financial needs. The Beneficiary Fund is available to cover the cost of legal fees to implement a Funded Trust I, II, or III funded at a minimum of $2,000 and a maximum of $100,000. Each Beneficiary can access up to $2,000. For more information regarding the Beneficiary Legal Fund for a Life Navigators Trust, please visit our website, LifeNavigators.org, or call us at 414-774-6255 to speak to a member of our Trust Team.

Over 75 Years of Service to the Greater Milwaukee Community

Since 1949, Life Navigators has been a leader in developing and providing programs and services that support individuals with disabilities to be active and connected in our community. Each year, over 4,000 individuals and families are impacted by the organization. Our experienced staff works to inform and connect individuals and their families to an array of services that meet their individualized needs.

Life Navigators has extensive experience providing information and education, self-advocacy and independence, guardianship, family support and long-term care services. Our dedicated staff has significant experience and is knowledgeable about disability services, public benefits, long-term care, residential support, work, recreation and community-based services.

Trusted Partner in Service Delivery

Currently, Life Navigators supports over 600 funded and unfunded trusts. Individuals and families come to Life Navigators because they trust the organization to support and monitor their loved one's current and future needs. A Life Navigators Trust gives families peace of mind that their loved one will be supported by an organization founded on the mission that all individuals deserve a true quality life. The Life Navigators Trust Manager works with the Beneficiary, the family and Prairie Trust to ensure that the assets are utilized in the best interest of the individual with a disability.

Offering Personalized and Comprehensive Services

Life Navigators provides comprehensive and personalized services to meet each individual's specific needs. Our dedicated team offers in-person connection and assistance. Staff complete a comprehensive assessment with each Beneficiary, foster an ongoing relationship to ensure all needs are addressed, and actively assist Beneficiaries and families to get connected to benefits, long-term-care and other resources above and beyond the Trust Program.

Participants in the Trust Program also receive a consumer satisfaction survey. The survey is a tool to ensure that our Beneficiaries receive competent, quality services delivered in a timely manner. Survey results are shared with executive staff, board and trust committee leadership.

Board of Directors and Trust Committee Led by Community Leaders and Legal Professionals

Life Navigators is governed by a volunteer board made up of members with expertise in the areas of law, finance, education, business and non-profit administration. Life Navigators' by-laws require that more than half of the organization's board of directors consist of parents, siblings, consumers or advocates of persons with disabilities.

Life Navigators has an established trust committee to oversee the Trust Program. This committee reports to the board of directors and consists of leaders with experience and expertise in the areas of trusts, estate planning, financial planning and public benefits. The committee meets regularly with the Trustee to develop program goals, review operating guidelines and address issues that may impact beneficiaries.

Life Navigators Offers Three Trusts

Providing Options to Meet Needs

Trust I – Community Trust

The Trust I – Community Trust is set up by parents, grandparents or other third parties to benefit a loved one with a disability. The Trust can be funded for immediate use or created today to receive assets in the future. The Trust does not affect the individual's ability to receive public benefits.

Trust II – Pooled Trust

The Trust II – Pooled Trust is always funded with assets that are entirely those of the Beneficiary (the individual with the disability). It is often established when an individual with a disability wants to protect his or her assets while maintaining public benefits.

Trust III – Pooled Trust (for Age 65 and Over)

The Trust III – Pooled Trust is designed for individuals age 65 or older, with a disability determination. It is funded with assets that are entirely those of the Beneficiary. It is often established when an individual wants to protect his or her assets while obtaining or maintaining public benefits.

The Trust documents must be completed by legal counsel, preferably with expertise in the areas of estate planning and government benefits. This will ensure that the document is drafted to protect the Beneficiary. Life Navigators has a list of legal professionals that have experience with trusts and estate planning. This list can be provided upon request.

What Can a Trust Fund?

Improving the Quality of Life

A Special Needs Trust is designed to supplement public benefits programs by providing items that improve one's quality of life and encourage individual choices. It is important to note that all distributions from the Trust are made with the Beneficiary's best interest in mind. The Trust can be utilized to provide an array of goods and services. While this list is not exhaustive, common requests for funding often include:

- Recreation programs, camps and social activities
- Entertainment expenses, including television, cable television service, Internet, telephone service, sporting events and recreational activities
- Vacation and travel
- Transportation equipment and services
- Communication and technology resources
- Non-covered medical and dental expenses, therapeutic programming and equipment
- In-home services and care providers
- Prepaid funeral expenses

Payments for basic living expenses may reduce government benefits. Examples of these payments include:

- Rent or mortgage
- Real estate taxes
- Utilities, including heat and electric

Overall, the Beneficiary's well-being and quality of life are the most important factors in approving requests. Whenever possible, a distribution will be made in such a way as to preserve eligibility for government benefits. Funds are generally disbursed to third parties directly, such as the person or entity furnishing goods or services to the Beneficiary. Giving funds directly to the Beneficiary is discouraged because the funds can then be considered an asset or income of the Beneficiary and taken into account when determining eligibility for public benefits programs.

Disbursement Guidelines and Process

How Your Life Navigators Trust Works

Life Navigators has an experienced Trust Manager that works closely with the Beneficiary and their representative to evaluate the Beneficiary's needs. Together, they decide how to best utilize the Trust in accordance with established financial goals and restrictions on public benefits. The Life Navigators Trust Manager provides guidance in determining the appropriateness of a disbursement request. Additionally, the Trust Manager and the Trustee provide guidance to the Beneficiary regarding disbursements that might adversely affect the Beneficiary's public benefits. The counsel of the Trustee will be sought when necessary. The Trustee holds the final ability to approve or deny the request for Trust I. Life Navigators holds the final ability to approve or deny the request for Trust II and Trust III.

Disbursement proposals and requests are normally reviewed and if approved are processed within 10 business days by Life Navigators and Prairie Trust. All disbursement requests and supporting documents are reviewed for appropriateness by the Life Navigators Trust Management Team in conjunction with the Trustee. The Trustee then reviews the disbursement for its final approval or rejection for Trust I. Life Navigators approves or rejects the disbursement requests for Trust II and Trust III. The Trustee processes all payments for the three types of Trusts.

Disbursement Request Policies and Procedures

Trust disbursements cover expenses of goods and services that are supplemental to a Beneficiary's basic needs and are intended to enhance quality of life. Basic needs such as food and shelter should be covered by a Beneficiary's Social Security Disability Income payment, Supplemental Security Income payment or other governmental benefits. Trust disbursements are for the sole benefit of the Beneficiary.

In order to adhere to Wisconsin law governing special needs trusts, please note the following:

- Request for Trust disbursements may only be requested as payment or reimbursement to third party vendors and authorized parties. For example, if the Beneficiary receives a dental bill, the Trust will pay the bill directly to the dental office. If the Beneficiary pays the bill out of their own money, the Trust cannot reimburse the Beneficiary.
- The Trust typically does not provide gift cards for advance purchases. A Truelink card may be established when appropriate.
- A disbursement request form must be submitted for each request and must include an invoice or receipt. Signatures are required for requests over $1,000.
- Recurring payments can be set up by indicating so on the disbursement request form and calling the vendor to change the billing address to Life Navigators, Trust Manager, 7203 W Center St, Wauwatosa, WI 53210. You must contact the Trust Manager for prior approval before changing the address with the vendor.
- Incomplete disbursement request forms will not be processed and will be returned to the requestor.
- All disbursements are subject to the discretion and final approval of Prairie Trust, Trustee for Trust I and Life Navigators for Trust II and Trust III.
- Disbursement requests can be sent by mail, fax, or email to: Life Navigators, Inc., 7203 W Center St, Wauwatosa, WI 53210; fax: 414-774-9033; or email: trust@lifenavigators.org.
- Life Navigators also offers a disbursement request form on their website at LifeNavigators.org for online submission of requests.

Life Navigators Community/Pooled Trust

Disbursement Request Record

Life Navigators Office Use Only
Name
Account #
Disbursement #

Please note that all disbursement requests must be approved prior to purchase. Requests can be sent by mail, fax, or email to: Life Navigators, Inc., 7203 W Center St, Wauwatosa, WI 53210; fax: 414-774-9033; or email: trust@lifenavigators.org. Disbursements are processed within 10 business days.

Date: _____ **Beneficiary's Name:** _____

Public Benefits Receiving:

- ☐ Social Security
- ☐ Medicare
- ☐ Long-Term Funded Care (Family Care, IRIS, etc.)
- ☐ Other: _____
- ☐ SSI
- ☐ Medicaid (T-19)
- ☐ Social Security Disability
- ☐ HUD / Low-Income Housing
- ☐ None

Has there been a recent change in benefits or living arrangements? ☐ Yes ☐ No

If yes, please explain: _____

Name & contact information (phone number and/or email) of person requesting distribution:

_____

Relation to Beneficiary: _____ **Signature:** _____

(Required if over $1,000.00)

Documentation (Receipts, Quotes, Etc.) to Accompany this Form:

Reason for Request: Check is Payable to: Address:	**Amount Requested:** **$** ☐ Approved ☐ Denied ☐ Recurring Disbursement

Reason for Request: Check is Payable to: Address:	**Amount Requested:** **$** ☐ Approved ☐ Denied ☐ Recurring Disbursement

Life Navigators Office Use Only	Initials: Date:
☐ Approved ☐ Denied ☐ Recurring Disbursement	Notes:

Life Navigators Trust Program Beneficiary Legal Fund Request

Life Navigators Beneficiary Legal Fund is available to cover legal fees for individuals with disabilities to implement a Funded Life Navigators Trust I, II or III. Each Beneficiary can request up to $2,000. Approved funds can be disbursed directly to the Beneficiary Trust Account or to the Attorney drafting the Funded Trust. Payment will be disbursed once the Trust is approved by the Trustee (Prairie Trust) and the Trust Manager (Life Navigators).

For questions or additional information on the Beneficiary Legal Fund, please contact the Trust Team at (414) 774-6255 or trust@lifenavigators.org.

Date of Request: _____

Beneficiary's Name: _____

Funded Trust Type:

☐ Trust I - Community Trust ☐ Trust II – Pooled Trust ☐ Trust III – 65 and Older

Estimated Funded Trust Amount: $ _____

(Please Note: The Beneficiary Fund is available for Funded Trusts estimated at a minimum of $2,000 and maximum of $100,000)

Attorney/Law Firm: _____

Contact Information: _____

_____

Beneficiary Fund Request Amount (Up to $2,000): $ _____

(Please include Attorney invoice or billing with request)

☐ **Fund Distribution to Beneficiary Trust Account**

☐ **Fund Distribution Payment to Attorney/Firm**

LIFE NAVIGATORS
Your Disability Partner EST. 1949

414-774-6255 • LifeNavigators.org

Trust I, Trust II, and Trust III Comparison Chart



Life Navigators Trust Comparison Chart

Determining Which Trust is Right for You

Life Navigators offers three irrevocable Trust options for individuals with disabilities and their families. Each Trust lays the groundwork for an individual with a disability to have a more secure financial future. The chart below is a comparison of the three Life Navigators Trust options.

	Trust I – Community Trust	**Trust II – Pooled Trust** (Subject to Medicaid Payback)	**Trust III – Pooled Trust, For Age 65 and Over** (Subject to Medicaid Payback)
Funding Source	*Third Party Trust:* Funded with third party assets, typically from a parent or grandparent	*First Party Trust:* Funded entirely with assets that belong to the individual with a disability	*First Party Trust:* Funded entirely with assets that belong to the individual with a disability
Examples of How a Trust Might Be Funded	Life Insurance of Parent Parent's Estate Plan Inheritance from Grandparent	Personal Injury Settlement SSI Back Payment Public Benefits Accrual	Asset Accrual SSI Back Payment Public Benefits Accrual
Time of Funding	Can occur at any time (during Settlor's lifetime or upon Settlor's death)	At time of enrollment (future Beneficiary contributions permitted)	At time of enrollment (future Beneficiary contributions permitted)
Age Requirements	No age requirement for Beneficiary	No age requirement for Beneficiary	Beneficiary must be age 65 or over
Remaining Assets Upon the Death of the Beneficiary	No Medicaid Payback Provision: Settlor's choice as to how the remaining assets are distributed	Medicaid Payback Provision*	Medicaid Payback Provision*
How Dollars are Invested	Invested by Prairie Trust	Invested by Prairie Trust	Invested by Prairie Trust
Accounts	Each Beneficiary has an individual account	Each Beneficiary has an individual account	Each Beneficiary has an individual account

* If there is MORE money left than is owed back to the State for services received through Medicaid, the State collects its portion and the remaining assets go to the remaindermen. If there is LESS money left than is owed back to the State for services received through Medicaid, the State collects nothing and all remaining funds are retained by Life Navigators to assist other individuals with disabilities.

Beneficiary Legal Fund Available

This fund is available to assist toward legal expenses (up to $2,000) in setting up a funded Trust (funded at a minimum of $2,000 and a maximum of $100,000).

Getting Started

Five Steps to a Stronger Financial Future

Planning and providing for the well-being of a loved one with a disability requires careful planning and consideration. To get started, follow the five steps below.

Step One: Set Goals

Planning begins by developing a clear picture of how you want your loved one with a disability to live his or her life. Knowing that the day may come when you are not able to oversee their care, a comprehensive plan communicates your desires to the individuals who will be there in your place. This starts with setting goals.

A *letter of intent* is a critical document when planning for the future of an individual with a disability. In this document, families detail the kind of life their loved one with a disability would like to enjoy. To the degree possible, the individual with the disability should be involved in drafting this letter to ensure that his or her preferences are represented. Goals to consider include:

- Living arrangements
- Education
- Employment
- Leisure Activities

Once the personal goals are identified, it is time to develop financial goals that will allow the personal goals to be met. This is where a Life Navigators Trust becomes so important in helping secure a solid financial future.

Step Two: Identify Your Team

Your team is made up of individuals who will help implement your plan now and in the event that you are no longer able to take a lead role.

- **Guardian** has court-approved legal responsibility to oversee day-to-day affairs and make informed decisions for an individual who cannot make these decisions on their own.
- **Advocates** hold a non-legal and informal role to assist the individual with a disability and make sure that he or she maintains the quality of life intended.
- **Legal and Financial Advisors** provide valuable assistance and guidance when creating financial goals. It is important to utilize professionals who have experience working with individuals with disabilities and their families.
- **Life Navigators and Prairie Trust** are available to support your team's efforts.

It is recommended that you and your team review the Trust documents on an annual basis to ensure that the information remains accurate. It is important to include the individual with a disability in as many discussions as possible.

Step Three: Meet with Financial and Legal Professionals

Sitting down with your financial and legal professionals early on provides a longer time horizon to implement your plan. Together, you can review all the financial resources that can be used to fund the plan, including public benefits, your future estate, proceeds from life insurance, inheritance from family, and current and future savings. A Life Navigators Trust I – Community Trust, Trust II – Pooled Trust or Trust III – Pooled Trust (for Age 65 and Over) allows current and future funds to be left to your loved one with a disability or saved by an individual with a disability without disqualifying them from public benefits. Advisors help create a plan for when the assets are available either today or in the future. The plan will help ensure that the assets are used according to your wishes.

Step Four: Complete Instrument of Adoption

The Instrument of Adoption is a legal document that establishes an irrevocable trust for the benefit of the individual with a disability. The Settlor must have the Instrument of Adoption completed by a lawyer, ideally an attorney with expertise in tax, estate planning and public benefits. This document will identify the funding source, Personal Needs Advisors and other individuals who will be involved. All Life Navigators Trust documents can be found in a fillable PDF file format on our website, LifeNavigators.org, and must be completed by an attorney.

Step Five: Meet with Life Navigators

The family is encouraged to meet with a member of the Life Navigators' Trust Team. At this time, the family can gather more information regarding the Trust or review the goals of the Trust to make sure that the Settlor's wishes are being honored and that the Beneficiary's needs are being met.

LIFE NAVIGATORS
Your Disability Partner EST. 1949

414-774-6255 • LifeNavigators.org

Trust I – Community Trust



Providing Kim's Family with Peace of Mind

Life Navigators Trust I - Community Trust



Kim's family had been connected to Life Navigators for many years and decided it was time to put a plan in place for their daughter's future. They established a Life Navigators Trust I – Community Trust to provide for Kim's financial future and long-term needs.

Kim's Trust provides security and ensures she remains eligible for public benefits, including Medicaid. Through her long-term funded care, she is able to live independently in her home with her roommate while receiving support services.

Her family is so grateful for the peace of mind and security their Life Navigators Trust provides their family. Kim's Trust will provide for her future needs and allow her to live an active and connected life in our community.

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:

1. A Funded Trust is available for immediate use and is funded through current assets.
2. 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:** The duties of the Personal Needs Advisor are to inform the Trust Manager 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.

  If the Settlor does not appoint a Personal Needs Advisor, Life Navigators may serve in that role.

- **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, 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 23rd day of April 2025, 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 or related 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 or 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 of 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 or related 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 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.

S. 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.

T. 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 23rd day of April 2025.

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 Number: _____

Occupation: _____

Email Address: _____

Attorney's Name: _____

Address: _____

Office Phone: _____

Email Address: _____

Primary Beneficiary: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Social Security Number: _____

Email Address: _____

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 April 23, 2025, 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: _____

Date of Birth: _____

Social Security Number: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

(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: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

(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: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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 Address: _____

Relationship to Beneficiary: _____

This person listed above should receive: _____ %

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Article VIII:
Acknowledgements

The Settlor, by initialing, acknowledges the following:

A. _____Settlor and their counsel are responsible for accurately completing the Instrument of Adoption and related documents.

B. _____The Settlor has received a copy of the current Fee Disclosure. The Settlor understands only the Establishment Fee applies to an unfunded Trust. The Settlor also understands that all fees apply once the Trust is funded and understands that the Trustee will pay the Trust Administration Fees and tax preparation fees from the trust account including Life Navigators fees and Prairie Trust Fees.

C. _____Neither Life Navigators nor Prairie Trust have a responsibility to report, for the purposes of the beneficiary's continuing eligibility or application for Medicaid and SSI and other public benefit, the creation of this trust account. This responsibility solely rests with the benefit receiving Beneficiary and/or their legal representative. Failure to report the creation of this trust account to the relevant benefit agencies may have a negative effect on the beneficiary's continued eligibility and/or acceptance of their application for benefits.

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 Navigators, Inc. Community Trust for Persons with Developmental and Related Disabilities.

This Instrument of Adoption is signed this_____day of_____, the year of_____.

STATE OF WISCONSIN)

) **SS.**

_____ COUNTY)

SETTLORS:

_____

_____

This instrument was acknowledged before me on the_____day of_____, 20____.

By _____{and _____}.
(Settlor) (Settlor)

(NOTARIAL SEAL)

Notary Public, State of Wisconsin. My commission is permanent.

PRAIRIE TRUST, A DIVISION OF WAUKESHA STATE BANK (TRUSTEE)

By:

Date:

LIFE NAVIGATORS, INC. (TRUST MANAGER)

By:

Date:

PERSONAL NEEDS ADVISOR

By:

Date:

ATTORNEY

By:

Date:

LIFE NAVIGATORS
Your Disability Partner EST. 1949

414-774-6255 • LifeNavigators.org

Trust II – Pooled Trust



Supporting Cameron to be Active and Connected

Life Navigators Trust II – Pooled Trust



Cameron is a member of our Trust Program. He loves swimming, dancing and shopping. Some of his favorite activities with his dad, Charles, are taking walks along the lakefront, going to sports games, traveling and checking out roller coaster parks.

Recently, Cameron's dad reached out to Life Navigators to set up a Trust II – Pooled Trust for Cameron. Cameron's Life Navigators Trust has greatly improved his quality of life while protecting his public benefits. Through his Trust, Cameron is able to enjoy more of his favorite activities, including traveling, shopping and attending sporting events. He has also been able to visit family in Georgia, all thanks to his Life Navigators Trust.

Charles and Cameron are thankful for the personal support they receive from Life Navigators to make these experiences possible and for the peace of mind it provides their family.

Trust II – Pooled Trust Overview

Funded Entirely with Beneficiary's Own Assets (Subject to Medicaid Payback)

A Trust II – Pooled Trust is funded with assets that are entirely those of the Beneficiary. A Trust II – Pooled Trust is often established when an individual with a disability has assets that would prevent them from receiving public benefits. A Trust II – Pooled Trust is usually funded with a Social Security or SSI payback, personal injury settlement or benefits accrual. Through the Trust II – Pooled Trust, Beneficiaries each have a separate account; however, the accounts are pooled for investment and management purposes.

Review of Roles and Terms

- **Master Trust Agreement:** A legal document that states the purpose and terms of the Life Navigators Trust II – Pooled Trust and sets forth guidelines for administration.
- **Instrument of Adoption:** The document that establishes a Trust Share within the Life Navigators Trust II – Pooled Trust under the terms of the Master Trust Agreement specifically for individuals with disabilities.
- **Settlor:** The Settlor is the individual that signs the Instrument of Adoption establishing a Trust Share for the Beneficiary. A Settlor shall be the Beneficiary, a parent, grandparent, Legal Representative or person authorized to act on behalf of a Beneficiary or court.
- **Beneficiary:** The individual for whom the Trust is established who has a developmental or related disability.
- **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 II – Pooled Trust.

- **Personal Needs Advisor:** The duties of the Personal Needs Advisor are to inform the Trust Manager 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 regular contact.

  If the Settlor does not appoint an individual to act as a Personal Needs Advisor, Life Navigators may serve in that role.

- **Trust Manager:** Life Navigators serves as the Trust Manager on the Trust unless the organization declines to serve in this role due to special circumstances (geography, etc.). The Trust Manager is a nonprofit corporation. The Trust Manager will always be a nonprofit corporation with the authority to manage the Trust as required in order for the Trust to comply with the provisions of a Pooled Trust as described by 42 U.S.C. 1396p(d)(4)(C) and Wisconsin Statute Section 701.0103(7).

- **Remaindermen:** If the Trust Share remaining at the death of the Beneficiary is less than the total amount spent by any and all State(s) that have provided Medical Assistance benefits to the Beneficiary, 100 percent of the Trust Share remaining in the Trust shall be retained by Life Navigators, Inc. Trust II – Pooled Trust for the benefit of persons with disabilities.

  If the Trust Share remaining at the death of the Beneficiary is *more* than the total amount spent by any and all State(s) which have provided Medical Assistance benefits to the Beneficiary, the Trust Share shall be distributed as provided to the individual(s), 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 including any payback amount. The Trustee is under no duty within the terms of the Master Trust Agreement to preserve assets for remainder interests.

It is important to note that a Beneficiary cannot avoid Medicaid Payback when a Trust is funded by the assets belonging entirely to the Beneficiary. Congress allows for the Pooled Trust remainder to be retained by a nonprofit organization because the funds retained are then utilized to serve other individuals with disabilities in need. If Life Navigators did not retain the remainder, the funds would go back to the State of Wisconsin.

The following Master Trust Agreement and accompanying materials are a reference only. Please see our website, 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 II – Pooled Trust

This is a fourth restatement of the Declaration of Trust for Life Navigators, Inc. Trust II – Pooled Trust, and is made this 17th day of June, 2026, 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 29, 2011, and restated June 22, 2016, April 12, 2017, March 1, 2022, and April 23, 2025, by Life Navigators, Inc. This restatement replaces the original Declaration of Trust in its entirety, including all amendments and restatements made between 2011 and the date of this restatement.

This Master Trust Agreement establishes a Master Trust for the benefit of people with disabilities. Life Navigators, Inc., a nonprofit corporation, establishes this Trust to be known as the Life Navigators, Inc. Trust II – Pooled Trust. The Trustee agrees to hold, administer and distribute assets passing to the Trust under the terms of the Trust Agreement.

Article I:
Definitions of Beneficiary and Settlor

A. Beneficiary. The Beneficiary is an individual who is disabled as defined in 42 U.S.C. Section § 1382c(a)(3) for whose benefit a Trust Share has been established in this Trust and on behalf of whom payments from the Trust are or may be made. The disability must be a developmental or related disability or as identified by Wis. Stat. § 701.0103(13).

B. Settlor. The Settlor shall be the Beneficiary, the Beneficiary's parent, grandparent or Legal Representative, the person authorized to act on behalf of a Beneficiary or a court.

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. The Trust Share shall be assets owned by the Beneficiary that are transferred to the Trust by the Beneficiary him/herself or by a person authorized to act on the Beneficiary's behalf.

E. Trust Manager. Life Navigators, Inc. shall be the Trust Manager and shall manage the Trust as required by 42 U.S.C. 1396p(d)(4)(C) and Wisconsin Statue section 701.0103(7).

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 in making discretionary distributions.

G. Board. The Board of Directors of Life Navigators, Inc., or its successor.

H. **Instrument of Adoption.** The document that establishes a Trust Share within the Life Navigators Trust II – Pooled Trust under the terms of the Master Trust Agreement specifically for individuals with disabilities.

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.

Under no circumstances shall either the Trust Manager or the Personal Needs Advisor be considered a co-Trustee of the Trust.

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 manage the Trust and direct the Trustee with regard to the Beneficiary's qualification for government 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 Trust Manager in directing the Trustee instructions regarding 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 must, 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 the Legal Representative of the 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 the Advisor is to provide advice and information to the Trust Manager. All distributions are to be made as directed by Life Navigators, Inc.

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 Pooled 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 or his or her Legal Representative.

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.

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.

B. 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 as directed in the Instrument of Adoption to the Beneficiary or the Beneficiary's Legal Representative. The Settlor may designate additional individuals to receive accountings under Article VI 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 will be directed by the Trust Manager with regard to making Beneficiary distributions. All decisions regarding distributions shall, however, be made as required by 42 U.S.C. 1396p(d)(4)(C) and POMS SI 01120.200E.

Article V:
Initial Funding: Acceptance of Assets

All assets contributed to this Master Trust II must be the assets of the Beneficiary. The Trust Manager or the Trustee shall have the right to reject any particular asset which passes to the Trust at any time. The Trustee and Trust Manager may set a minimum funding requirement from time to time.

Article VI:
Community Nature of the Trust

Because this Trust is established as a Pooled Trust for persons with developmental and related 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, and shall maintain Trust records in a fashion sufficient to account for the activity of each Trust Share.

Article VII:
Purposes of the Trust and Payment from the Trust

1. **Contingent Nature of the Beneficiary's Interest; Discretionary Nature of Trust.** Under no circumstances may the Trust Manager be compelled to authorize 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.** Income not expended may be accumulated and added to the principal. At no time is there any requirement that the Trust Manager directs the Trustee to make any distributions of income or principal to the Beneficiary or to any other persons during the Beneficiary's lifetime.

2. **Purposes**. This Trust is established for the sole benefit of each Beneficiary. The Beneficiary is a person with one or more developmental or related 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. 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 primary purpose in establishing this Trust and each Trust Share is to supplement available government benefits to ensure the Beneficiary's comfort and happiness during his or her lifetime. In making any distributions to the Beneficiary, the Trust Manager shall consider the effect that such a distribution will have on the Beneficiary's entitlement to government benefits. The Trust Share will be available to supplement such benefits and to enable the Beneficiary to enjoy a comfortable, secure and happy life. The Trust Manager may, in its discretion, direct the Trustee to make distributions that may reduce government benefits if it determines that such distribution will increase the Beneficiary's comfort and happiness.

3. **Payment from the Trust.** Keeping in mind the primary purposes of the Trust, the Trust Manager may direct the Trustee to make payments out of the Trust in order to ensure the Beneficiary's comfort and happiness. Payments may be directed by the Trust Manager to be made to the Personal Needs 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 Trust Manager directs that the Trustee shall not make

payments directly to the Beneficiary unless the Trust Manager has directed otherwise. Discretionary payments may be made for any of the following purposes, but this list shall not be deemed exhaustive by the Trust Manager.

1. May procure medical, psychiatric or dental treatment, cosmetic surgery, private rehabilitative and educational services for the Beneficiary. Consideration will be given as to whether any such services could be provided to the Beneficiary through public benefits in a timely and quality manner. However, distributions may be made for such services if such services could be provided through public benefits it is determined that 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. Consideration will be made as to whether adequate services are available to the Beneficiary through public benefits in an adequate, timely and quality manner. However, distributions for such services may be made on a case-by-case basis even if such services could be provided through public benefits it is determined that 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.

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 the Beneficiary until it is transferred or paid over to the Beneficiary.

The Beneficiary's interest in income or principal is not subject to voluntary or involuntary alienation. The Trust Manager directs the Trustee that whenever the Trust Manager or Trustee has notice or apprehends that the interest of the Beneficiary is threatened to be diverted in any manner, the Trustee shall withhold any or all distributions from the Beneficiary until the Trust Manager directs otherwise.

Article IX:
Termination and Distribution on Termination

A. Upon the death of the Beneficiary and in accordance with the Instrument of Adoption, the Trust Share remaining after payment of costs of administration and taxes due from the Trust Share because of the Beneficiary's death shall first be distributed to a trust for the benefit of a named person with disabilities as may be indicated in the Instrument of Adoption. If there is no such designation, the Trust Share remaining shall be distributed or retained as follows:

1. If the Trust Share remaining exceeds the Medicaid payback amount, the Trustee shall satisfy the Medicaid payback amount first by paying the claims of all States that have paid Medicaid benefits on behalf of the Beneficiary and then distributing any remaining amounts under Article VII of the Instrument of Adoption.

2. If the Trust Share remaining does not exceed the Medicaid payback amount, the Trust Share balance shall be retained by Life Navigators pursuant to paragraph C below.

B. Any funds not retained by Life Navigators, Inc. shall be distributed to any and all State(s) that have provided Medical Assistance benefits to the Beneficiary. In the event the State(s) are able to be paid in full with funds still remaining, these additional funds shall be distributed in accordance with the Instrument of Adoption.

Each State which has provided Medical Assistance benefits to the Beneficiary will receive its share of the amount remaining in the Trust share based on each State's proportionate share of the total amount of Medical Assistance paid by all States on the Beneficiary's behalf.

C. If the Trust Share is retained in the Trust pursuant to the Master Trust Agreement and the Instrument of Adoption, the Trust Share remaining after payment of costs of administration and taxes due from the Trust Share because of the Beneficiary's death, shall be distributed to Life Navigators, Inc. to be used for the benefit of persons with disabilities as determined by the Board of Directors of Life Navigators, Inc.

D. Upon termination for reasons other than death of a Beneficiary, every reasonable attempt will be made to continue the Trust for the purposes for which it is established. However, it is recognized that Life Navigators, Inc. and the Trustee does not and cannot know how future developments in the law, including administrative agency and judicial decisions, may affect the Trust or any Trust Share. If the Trustee or Trust Manager has reasonable cause to believe that the income or principal in a Trust Share maintained for any Beneficiary is or will become liable for basic maintenance, support or care for that Beneficiary which has been or would otherwise be provided by public benefits, or that it has become impossible or impracticable to carry out the Trust Share's purposes with respect to that Beneficiary, the Trustee, with the direction of the Trust Manager, may distribute all or part of the assets of the Trust Share to an account in another Pooled Trust, for the benefit of the Beneficiary, provided that the receiving Trust meets the requirements of 42 U.S.C. §1396p(d)(4)(C) and, if the Trust Share is within a part of this Trust that is exempt from taxation, with IRC §501(c)(3).

E. If it becomes impossible, or impracticable, to carry out the Trust's purposes with respect to all Beneficiaries, or if Life Navigators, Inc. anticipates that it may cease to exist or be dissolved and that no successor will be appointed, Life Navigators, Inc. may direct the Trustee to

terminate the Trust and distribute the assets of each Trust Share to accounts in another pooled Trust for the benefit of the Beneficiaries, provided that the purposes of the receiving Trust are consistent with the purposes of the Trust and with 42 U.S.C. §1396p(d)(4)(C), and further provided that the tax status of the receiving Trust is consistent with that of the Trust Shares in this Trust; and, distribute the Retained Fund and any other remaining part of this Trust to such other organization or organizations exempt from taxation under IRC §501(c)(3) or qualifying for charitable deductions under IRC §170(c) as Life Navigators, Inc., in its sole discretion, may determine to be serving the interests and needs of people with disabilities in a manner consistent with the purposes of the Trust. Before action is taken under this article, a final accounting, along with an application seeking approval of the action to be taken, shall be filed in a court of competent jurisdiction in the State of Wisconsin.

F. If the Beneficiary moves out of the State of Wisconsin, the Trustee, with the consent of the Beneficiary or Legal Representative, if any, and Life Navigators, Inc., shall transfer the Beneficiary's Trust Share to any other pooled trust serving the Beneficiary's new State of residence provided that the purposes of the receiving Trust are consistent with the purposes of the Trust and with 42 U.S.C. §1396(d)(4)(C) and, if the Trust Share is within a part of this Trust that is exempt from taxation, with IRC §501(c)(3).

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 Navigators, 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 that are Trusts as described in 42 USC 1396 p(d)(4)(C) or any similar successor statute; or

2. Change the nature of an individual account so that it fails to be a trust account for the sole benefit of the named Beneficiary; or

3. Change the retained fund so that it fails to be operated for a charitable purpose.

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 Pooled Trust or as to any 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 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 to the consent of Life Navigators, Inc. and 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 or her 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 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 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 interest 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, all without regard for legal restrictions otherwise applicable to investments by Trustee, 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 the 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 or 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 Trust as security thereof.

L. To lease, demise and let any portion of the real estate owned from time to time by any Trust, at such times, upon such conditions and for such terms as the Trustee 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 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. To establish policies limiting investments and distributions from Trust Shares 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 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.

S. 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.

T. The Trustee 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)(C).

It is reiterated that all of the foregoing authorities that may be exercised by the Trustee are with the consent of Life Navigators, Inc. pursuant to their managerial duties per 42 U.S.C. § 1396p(d)(4)(C).

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 and Construction

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

B. This Trust is established in accordance with 42 U.S.C. §§ 1382b(e)(5) and 1396p(d)(4)(C) and Wis. Stat. § 49.454(4). It is intended that funding of this Trust will not create a period of ineligibility for Supplemental Security Income (SSI) or Medical Assistance (Title XIX) for the Beneficiary under these statutes. It is also intended that the Beneficiary's beneficial interest in this Trust will not disqualify the Beneficiary for SSI, Title XIX, or any other public benefit, and this Trust shall be so construed.

This Master Trust Agreement is amended and established at Milwaukee, Wisconsin this 17th day of June, 2026.

Life Navigators, Inc. Trust II – Pooled Trust

Notice

The Instrument of Adoption will establish an Irrevocable Trust for the benefit of the Beneficiary. The attached Instrument provides the Settlor with some options for supplementing the Master Trust Agreement. Establishing this Trust has potential tax effects for the Settlor, the Beneficiary and other beneficiaries who hold certain powers over the Trust. In addition, because the Beneficiary is a person with 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 required 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. This professional guidance should be sought by the Settlor to assist the Settlor in preparing the Instrument of Adoption. **This Trust must be funded entirely with assets which are the Beneficiary's assets.**

Neither Life Navigators Inc. nor the Trustee shall have any liability for the contents of the Instrument of Adoption which supplement the Master Trust Agreement.

Life Navigators, Inc. Instrument of Adoption

Trust II – Pooled Trust

Date: _____

Settlor: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Social Security Number: _____

Occupation: _____

Email Address: _____

Attorney's Name: _____

Address: _____

Office Phone: _____

Email Address: _____

Primary Beneficiary: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Social Security Number: _____

Email Address: _____

Article I:
Adoption of Master Trust Agreement; Establishment of Irrevocable Trust

The Settlor hereby incorporates by reference the terms of the Life Navigators, Inc. Trust II – Pooled Trust (hereinafter "Master Trust Agreement II") dated June 29, 2011, and restated April 12, 2017, July 12, 2021, March 1, 2022, April 23, 2025, and June 17, 2026, as amended, 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.** 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 Beneficiary of the Trust is as follows:

Name: _____

Date of Birth: _____

Social Security Number: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Legal Representative of the Person, if applies: _____

Legal Representative of the Estate, if applies: _____

Diagnosis: _____

Article III:
Funding Source

The assets in this Trust are entirely those of the Beneficiary.

Article IV:
Regarding the Trustee

The Trustee is Prairie Trust, a division of Waukesha State Bank.

Article V:
Regarding the Advisor

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

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

If more than one, please add information for each. (If no individual is named, Life Navigators, Inc. will serve as Personal Needs Advisor.)

B. The Settlor understands that Life Navigators, Inc. will be the Trust Manager.

C. If 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: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Article VI:
Accounts

Trustee shall account at least quarterly to the Beneficiary or his or her legal representative. **(OPTIONAL)** Trustee shall also account to the following individuals:

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Article VII:
Provisions on Termination of the Trust

The Trust shall terminate pursuant to the terms of the Master Trust Agreement.

A. The Beneficiary requests remaining funds at death to be retained by Life Navigators to establish a Trust II or Trust III Account, as applicable for the following person(s) with a disability, unless the person(s) predeceases the beneficiary:

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Relationship to Beneficiary: _____

B. If there is no such designation under Article VII(A), the Trust Share remaining shall be distributed or retained as follows:

1. If the Trust Share remaining exceeds the Medicaid payback amount, the Trustee shall satisfy the Medicaid payback amount first by paying the claims of all States that have paid Medicaid benefits on behalf of the Beneficiary and then distributing any remaining amounts under Article VII(E) of the Instrument of Adoption.

2. If the Trust Share remaining does not exceed the Medicaid payback amount, the Trust Share balance shall be retained by Life Navigators pursuant to paragraph C below.

C. Upon the death of the Beneficiary and in accordance with the Instrument of Adoption, the Trust Share remaining after payment of costs of administration and taxes due from the Trust Share because of the Beneficiary's death shall be retained by Life Navigators, Inc. to be used for the benefit of persons with disabilities as determined by the Board of Directors of Life Navigators, Inc.

D. Any funds not retained by Life Navigators, Inc. shall be distributed to any and all State(s) that have provided Medical Assistance benefits to the Beneficiary. In the event the State(s) are able to be paid in full with funds still remaining, these additional funds may be used to pay funeral, burial and related expenses and then shall be distributed in accordance with the Instrument of Adoption Article VII(D). Each State which has provided Medical Assistance benefits to the Beneficiary will receive its share of the amount remaining in the Trust share based on each State's proportionate share of the total amount of Medical Assistance paid by all States on the Beneficiary's behalf.

E. If there is no one named at Article VII(A) or if the disposition fails or in the event of the death of person(s) named in VII(A):

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Relationship to Beneficiary: _____

This person listed above should receive: _____ %

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Relationship to Beneficiary: _____

This person listed above should receive: _____ %

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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.

F. If the Trust Share is retained in the Trust pursuant to the Master Trust Agreement and the Instrument of Adoption, the Trust Share remaining after payment of costs of administration and taxes due from the Trust Share because of the Beneficiary's death, shall be distributed to Life Navigators, Inc. to be used for the benefit of persons with disabilities as determined by the Board of Directors of Life Navigators, Inc.

Article VIII:
Provisions if Beneficiary Moves Out of Wisconsin

If the Beneficiary moves out of the State of Wisconsin, the Trustee, with the consent of the Beneficiary or Representative, if any, and Life Navigators, Inc., shall transfer the Beneficiary's Trust Share to any other Pooled Trust serving the Beneficiary's new State of residence provided that the purposes of the receiving Trust are consistent with the purposes of the Trust and with 42 U.S.C. §1396p(d)(4)(C) and, if the Trust Share is within a part of this Trust that is exempt from taxation, with IRC §501(c)(3).

Article IX:
Acknowledgements

The Settlor, by initialing, acknowledges the following:

A. _____Settlor and their counsel are responsible for accurately completing the Instrument of Adoption and related documents.

B. _____This trust account is subject to the rules of Medicaid Estate Recovery. The persons signing this Instrument of Adoption are aware of the provisions under Article VII in the Instrument of Adoption.

C. _____Upon the death of the Beneficiary, the trust account will be locked for all distributions that would occur after the date of death, including distributions based on requests made before death that have not yet resulted in a distribution.

D. _____The Settlor has received a copy of the current Fee Disclosure and understands that the Trustee will pay the Trust Administration Fees and tax preparation fees from the trust account including Life Navigators fees and Prairie Trust Fees.

E. _____Neither Life Navigators nor Prairie Trust have a responsibility to report, for the purposes of the beneficiary's continuing eligibility or application for Medicaid and SSI and other public benefit, the creation of this trust account. This responsibility solely rests with the benefit receiving Beneficiary and/or their legal representative. Failure to report the creation of this trust account to the relevant benefit agencies may have a negative effect on the beneficiary's continued eligibility and/or acceptance of their application for benefits.

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 Navigators, Inc. Trust II – Pooled Trust for Persons with Developmental and Related Disabilities.

This Instrument of Adoption is signed this_____day of_____, the year of_____.

STATE OF WISCONSIN)

) **SS.**

_____ COUNTY)

SETTLORS:

_____

_____

This instrument was acknowledged before me on the_____day of_____, 20____.

By _____{and _____}.
(Settlor) (Settlor)

(NOTARIAL SEAL)

Notary Public, State of Wisconsin. My commission is permanent.

PRAIRIE TRUST, A DIVISION OF WAUKESHA STATE BANK (TRUSTEE)

By:

Date:

LIFE NAVIGATORS, INC. (TRUST MANAGER)

By:

Date:

PERSONAL NEEDS ADVISOR

By:

Date:

ATTORNEY

By:

Date:

LIFE NAVIGATORS
Your Disability Partner EST. 1949

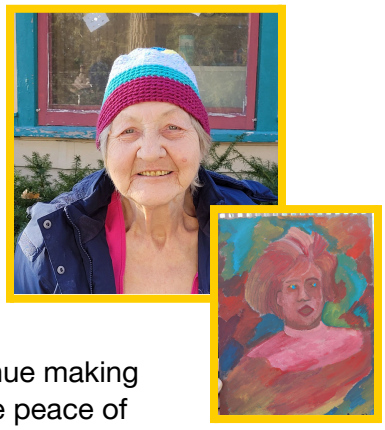
414-774-6255 • LifeNavigators.org

Trust III – Pooled Trust (for Age 65 and Over)



Supporting Eunice to Be Safe, Happy and Healthy

Life Navigators Trust III – Pooled Trust (For Age 65 and Over)



Eunice is a member of the Life Navigators Trust Program. She has a Trust III – Pooled Trust, designed specifically for individuals age 65 years or older.

Eunice first became involved with Life Navigators through our Guardianship Program, and we supported her with basic living needs to become safe, happy and healthy. This stability has meant so much to her. She then established her Trust III, which has greatly improved her quality of life. Through her trust, she has taken travel day trips. When she moved to her new group home, her Trust also purchased a new bed to ensure she was comfortable in her room.

Her favorite use of her Trust is to purchase art supplies so that she can continue making beautiful pieces of artwork to decorate her home. Eunice is so thankful for the peace of mind that her Life Navigators Trust III provides her.

Trust III – Pooled Trust Overview

Funded Entirely with Beneficiary's Own Assets (Subject to Medicaid Payback)

Designed specifically for individuals age 65 and over, a Trust III – Pooled Trust is funded with assets that are entirely those of the Beneficiary. Most often a Trust III – Pooled Trust is established when an individual age 65 or over has a disability determination and has assets that would prevent or disqualify them from receiving public benefits. A Trust III – Pooled Trust is often funded with personal assets or benefits accrual. Through the Trust III – Pooled Trust, Beneficiaries each have a separate account, however, the accounts are pooled for investment and management purposes.

Review of Roles and Terms

- **Master Trust Agreement:** A legal document that states the purpose and terms of the Life Navigators Trust III – Pooled Trust and sets forth guidelines for administration.
- **Instrument of Adoption:** The document that establishes a Trust Share within the Life Navigators Trust III – Pooled Trust under the terms of the Master Trust Agreement specifically for individuals with disabilities.
- **Settlor:** The Settlor is the individual that signs the Instrument of Adoption establishing a Trust Share for the Beneficiary. A Settlor shall be the Beneficiary, a parent, grandparent, Legal Representative or individual authorized to act on behalf of a Beneficiary or court.
- **Beneficiary:** The individual for whom the Trust is established who has a developmental or related disability.
- **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 III – Pooled Trust.

- **Personal Needs Advisor:** The duties of the Personal Needs Advisor are to inform the Trust Manager 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 regular contact.

  If the Settlor does not appoint an individual to act as a Personal Needs Advisor, Life Navigators may serve in that role.

- **Trust Manager:** Life Navigators serves as the Trust Manager on the Trust unless the organization declines to serve in this role due to special circumstances (geography, etc.). The Trust Manager is a nonprofit corporation. The Trust Manager will always be a nonprofit corporation with the authority to manage the Trust as required in order for the Trust to comply with the provisions of a Pooled Trust as described by 42 U.S.C. 1396p(d)(4)(C).

- **Remaindermen:** If the Trust Share remaining at the death of the Beneficiary is less than the total amount spent by any and all State(s) that have provided Medical Assistance benefits to the Beneficiary, 100 percent of the Trust Share remaining in the Trust shall be retained by Life Navigators, Inc. Trust III – Pooled Trust for the benefit of persons with disabilities.

  If the Trust Share remaining at the death of the Beneficiary is ***more*** than the total amount spent by any and all State(s) which have provided Medical Assistance benefits to the Beneficiary, the Trust Share shall be distributed as provided to the individual(s), 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 including any payback amount. The Trustee is under no duty within the terms of the Master Trust Agreement to preserve assets for remainder interests.

It is important to note that a Beneficiary cannot avoid Medicaid Payback when a Trust is funded by the assets belonging entirely to the Beneficiary. Congress allows for the Pooled Trust remainder to be retained by a nonprofit organization because the funds retained then are utilized to serve other individuals with disabilities in need. If Life Navigators did not retain the remainder, the funds would go back to the State of Wisconsin.

The following Master Trust Agreement and accompanying materials are a reference only. Please see our website, 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 III – Pooled Trust (For Age 65 and Over)

This is a restatement of the Declaration of Trust for Life Navigators, Inc. Trust III – Pooled Trust, and is made this 17th day of June 2026, 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 August 6, 2018, by Life Navigators, Inc. This restatement replaces the original Declaration of Trust in its entirety, including all amendments and restatements made between 2018, and the date of this restatement.

This Master Trust Agreement establishes a Master Trust for the benefit of people with disabilities who are age 65 or older. Life Navigators, Inc., a nonprofit corporation, establishes this Trust to be known as the Life Navigators, Inc. Trust III – Pooled Trust. The Trustee agrees to hold, administer and distribute assets passing to the Trust under the terms of the Trust Agreement.

Article I:
Definitions of Beneficiary and Settlor

A. Beneficiary. An individual for whom a trust is established, who has a disability as defined by Wis. Stat. § 701.0103(13) or as defined by part B below, and on behalf of whom payments from the Trust are or may be made, and who is 65 years of age or older.

B. Disability. A medically determinable mental or physical impairment that meets standards set by Life Navigators, Inc. as a disabling or future disabling impairment, including:

1. A person with that impairment who meets the definition of “disabled person” under 42. U.S.C. §1382c(a)(3).

2. A person with that impairment who would meet the definition of a “disabled person” under the Social Security Act for purposes of Social Security, Supplemental Security Income, or Medicaid benefits, regardless of whether the person is currently eligible for or receiving Social Security, Supplement Security Income, or Medicaid benefits, and regardless of age or whether the person is currently engaged in substantial gainful activity.

3. The impairment would qualify an individual to be eligible for public benefits as a recipient of services and benefits from this Trust now or in the future under 42 U.S.C. §1382(e) or §1396p; the more liberal methods of treating Trusts permitted by 42 U.S.C. §1396a(r)(2) or waiver of otherwise mandatory state Medicaid plan provisions under 42 U.S.C. §1315 or §1396n; or by §701.0503(3), Wis. Stats., or other applicable law regulating public benefits.

4. Any other impairment or future reasonably expected impairment that meets standards as a disabling impairment under policies set by the Board of Directors of Life Navigators, Inc.

C. Settlor. The Settlor shall be the Beneficiary, the Beneficiary’s parent, grandparent or Legal Representative, the person authorized to act on behalf of a Beneficiary or a court.

D. **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.

E. **Trust Share.** A Trust Share is an individual account held for the benefit of a Beneficiary by the Trustee. The Trust Share shall be assets owned by the Beneficiary that are transferred to the Trust by the Beneficiary him/herself or by a person authorized to act on the Beneficiary's behalf.

F. **Trust Manager.** Life Navigators, Inc. shall be the Trust Manager and shall manage the Trust as required by 42 U.S.C. § 1396p(d)(4)(C) and Wisconsin Statute section §701.0103(7).

G. **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 them in making discretionary distributions.

H. **Board.** The Board of Directors of Life Navigators, Inc., or its successor.

I. **Instrument of Adoption.** The document that establishes a Trust Share within the Life Navigators Trust III – Pooled Trust under the terms of the Master Trust Agreement specifically for individuals with disabilities.

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.

Under no circumstances shall either the Trust Manager or the Personal Needs Advisor be considered a co-Trustee of the Trust.

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 manage the Trust. 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 Trust Manager in directing the Trustee regarding 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 must, 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 changes in fees will be communicated to the Settlor, if living. If the Settlor is deceased, fee changes will be communicated to the Beneficiary and the Personal Needs Advisor. If the Beneficiary is legally incapacitated, notice of any fee changes shall be sent to any Legal Representative of the person or the Legal Representative of the 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 the Advisor is to provide advice and information to the Trust Manager. All distributions are to be made as directed by Life Navigators, Inc.

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 Pooled 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 changes in fees will be communicated in advance to the Beneficiary or his or her Legal Representative.

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 changes in fees shall be communicated in advance to the Beneficiary or his or her Legal Representative.

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.

B. 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 as directed in the Instrument of Adoption to the Beneficiary or the Beneficiary's Legal Representative. The Settlor may designate additional individuals to receive accounts under Article VI in the Instrument of

Adoption. If none of the named or designated individuals object 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 will be directed by the Trust Manager with regard to making Beneficiary distributions. All decisions regarding distributions shall, however, be made as required by 42 U.S.C. 1396p(d)(4)(C) and POMS SI 01120.200E .

E. The duties to inform and report created by Wisconsin Statue §701.0813 shall not apply to beneficiaries other than the primary designated Beneficiary during the lifetime of that primary Beneficiary.

Article V:
Initial Funding: Acceptance of Assets

All assets contributed to this Master Trust III must be the assets of the Beneficiary. The Trust Manager or the Trustee shall have the right to reject any particular asset which passes to the Trust at any time. The Trustee and Trust Manager may set a minimum funding requirement from time to time.

Article VI:
Community Nature of the Trust

Because this Trust is established as a Pooled Trust for persons with disabilities over the age of 65, 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 and shall maintain Trust records in a fashion sufficient to account for the activity of each 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 Trust Manager be compelled to authorize 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.** Income not expended may be accumulated and added to the principal. At no time is there any requirement that the Trust Manager directs the Trustee to make any distributions of income or principal to the Beneficiary or to any other persons during the Beneficiary's lifetime.

B. Purposes. This Trust is established for the sole benefit of each Beneficiary. A Beneficiary is a person with one or more disabilities over the age of 65. 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. 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 primary purpose in establishing this Trust and each Trust Share is to supplement available government benefits to ensure the Beneficiary's comfort and happiness during his or her lifetime. In making any distributions to the Beneficiary, the Trust Manager shall consider the effect that such a distribution will have on the Beneficiary's entitlement to government benefits. The Trust Share will be available to supplement such benefits and to enable the Beneficiary to enjoy a comfortable, secure and happy life. The Trust Manager may, in its discretion, direct the Trustee to make distributions that may reduce government benefits if it determines that such distribution will increase the Beneficiary's comfort and happiness.

C. Payment from the Trust. Keeping in mind the primary purposes of the Trust, the Trust Manager may direct the Trustee to make payments out of the Trust for the Beneficiary's sole benefit in order to ensure the Beneficiary's comfort and happiness. Such payments shall be allocated to principal or income in the discretion of the Trustee. Payments may be directed by the Trust Manager to be paid to the Personal Needs 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 Trust Manager directs that the Trustee shall not make payments directly to the Beneficiary unless the Trust Manager has directed otherwise. Discretionary payments may be made under the direction of the Trust Manager.

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 the Beneficiary until it is transferred or paid over to the Beneficiary.

No Beneficiary's interest in income or principal shall be subject to voluntary or involuntary alienation. The Trust Manager directs the Trustee that whenever the Trust Manager or Trustee has notice or apprehends that the interest of the Beneficiary is threatened to be diverted in any manner, the Trustee shall withhold any or all distributions from the Beneficiary until the Trust Manager directs otherwise.

Article IX:
Termination and Distribution on Termination

A. Upon the death of the Beneficiary and in accordance with the Instrument of Adoption, the Trust Share remaining after payment of costs of administration and taxes due from the Trust Share because of the Beneficiary's death shall first be distributed to a trust for the benefit of a named

person with disabilities as may be indicated in the Instrument of Adoption. If there is no such designation, the Trust Share remaining shall be distributed or retained as follows:

1. If the Trust Share remaining exceeds the Medicaid payback amount, the Trustee shall satisfy the Medicaid payback amount first by paying the claims of all States that have paid Medicaid benefits on behalf of the Beneficiary and then distributing any remaining amounts under Article VII of the Instrument of Adoption.

2. If the Trust Share remaining does not exceed the Medicaid payback amount, the Trust Share balance shall be retained by Life Navigators pursuant to paragraph C below.

B. Each State which has provided Medical Assistance benefits to the Beneficiary will receive its share of the amount remaining in the Trust share based on each State's proportionate share of the total amount of Medical Assistance paid by all States on the Beneficiary's behalf.

C. If the Trust Share is retained in the Trust pursuant to the Master Trust Agreement and the Instrument of Adoption, the Trust Share remaining after payment of costs of administration and taxes due from the Trust Share because of the Beneficiary's death, shall be distributed to Life Navigators, Inc. to be used for the benefit of persons with disabilities as determined by the Board of Directors of Life Navigators, Inc.

D. Upon termination for reasons other than death of a Beneficiary, every reasonable attempt will be made to continue the Trust for the purposes for which it is established. However, it is recognized that Life Navigators, Inc. and the Trustee does not and cannot know how future developments in the law, including administrative agency and judicial decisions, may affect the Trust or any Trust Share. If the Trustee or Trust Manager has reasonable cause to believe that the income or principal in a Trust Share maintained for any Beneficiary is or will become liable for basic maintenance, support or care for that Beneficiary which has been or would otherwise be provided by public benefits, or that it has become impossible or impracticable to carry out the Trust Share's purposes with respect to that Beneficiary, the Trustee, with the direction of the Trust Manager, may distribute all or part of the assets of the Trust Share to an account in another Pooled Trust, for the benefit of the Beneficiary, provided that the receiving Trust meets the requirements of 42 U.S.C. §1396p(d)(4)(C) and, if the Trust Share is within a part of this Trust that is exempt from taxation, with IRC §501(c)(3).

E. If it becomes impossible, or impracticable, to carry out the Trust's purposes with respect to all Beneficiaries, or if Life Navigators, Inc. anticipates that it may cease to exist or be dissolved and that no successor will be appointed, Life Navigators, Inc. may direct the Trustee to terminate the Trust and distribute the assets of each Trust Share to accounts in another pooled Trust for the benefit of the Beneficiaries, provided that the purposes of the receiving Trust are consistent with the purposes of the Trust and with 42 U.S.C. §1396p(d)(4)(C), and further provided that the tax status of the receiving Trust is consistent with that of the Trust Shares in this Trust; and, distribute the Retained Fund and any other remaining part of this Trust to such other organization or organizations exempt from taxation under IRC §501(c)(3) or qualifying for charitable deductions under IRC §170(c) as Life Navigators, Inc., in its sole discretion, may determine to be serving the interests and needs of people with disabilities in a manner consistent with the purposes of the Trust. Before action is taken under this article, a final

accounting, along with an application seeking approval of the action to be taken, shall be filed in a court of competent jurisdiction in the State of Wisconsin.

F. If the Beneficiary moves out of the State of Wisconsin, the Trustee, with the consent of the Beneficiary or Legal Representative, if any, and Life Navigators, Inc., shall transfer the Beneficiary's Trust Share to any other Pooled Trust serving the Beneficiary's new State of residence provided that the purposes of the receiving Trust are consistent with the purposes of the Trust and with 42 U.S.C. §1396(d)(4)(C) and, if the Trust Share is within a part of this Trust that is exempt from taxation, with IRC §501(c)(3) and providing that Trust is approved for individuals over the age of 65.

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 Navigators, 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 that are Trusts as described in 42 USC § 1396 p(d)(4)(C) or any similar successor statute; or

2. Change the nature of an individual account so that it fails to be a Trust account for the sole benefit of the named Beneficiary; or

3. Change the retained fund so that it fails to be operated for charitable purposes.

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 Pooled Trust or as to any 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 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 to the consent of Life Navigators, Inc. and 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 or her 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 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 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 interest 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, all without regard for legal restrictions otherwise applicable to investments by Trustee, 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 the 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 of the Trust as security thereof.

L. To lease, demise and let any portion of the real estate owned from time to time by any Trust, at such times, upon such conditions and for such terms as the Trustee 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 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. To establish policies limiting investments and distributions from Trust Shares 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 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.

S. 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.

T. The Trustee, 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)(C).

It is reiterated that all of the foregoing authorities that may be exercised by the Trustee are with the consent of Life Navigators, Inc. pursuant to their managerial duties per 42 U.S.C. § 1396p(d)(4)(C).

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 and Construction

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

B. This Trust is established in accordance with 42 U.S.C. §§ 1382b(e)(5) and 1396p(d)(4)(C) and Wis. Stat. § 49.454(4). It is intended that funding of this Trust will not create a period of ineligibility for Supplemental Security Income (SSI) or Medical Assistance (Title XIX) for the Beneficiary under these statutes. It is also intended that the Beneficiary's beneficial interest in

this Trust will not disqualify the Beneficiary for SSI, Title XIX, or any other public benefit, and this Trust shall be so construed.

This Master Trust Agreement is amended and established at Milwaukee, Wisconsin this 17th day of June 2026.

Life Navigators, Inc. Trust III – Pooled Trust (for Age 65 and Over)

Notice

The Instrument of Adoption will establish an Irrevocable Trust for the benefit of the Beneficiary. The attached Instrument provides the Settlor with some options for supplementing the Master Trust Agreement. Establishing this Trust has potential tax effects for the Settlor, the Beneficiary, and other beneficiaries who hold certain powers over the Trust. In addition, because the Beneficiary is a person with 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 required 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. This professional guidance should be sought by the Settlor to assist the Settlor in preparing the Instrument of Adoption. **This Trust must be funded entirely with assets which are the Beneficiary's assets.**

Neither Life Navigators, Inc. nor the Trustee shall have any liability for the contents of the Instrument of Adoption which supplement the Master Trust Agreement.

Life Navigators, Inc. Instrument of Adoption

Trust III – Pooled Trust (For Age 65 And Over)

Date: _____

Settlor: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Social Security Number: _____

Occupation: _____

Email Address: _____

Attorney's Name: _____

Address: _____

Office Phone: _____

Email Address: _____

Primary Beneficiary: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Social Security Number: _____

Email Address: _____

Article I:
Adoption of Master Trust Agreement; Establishment of Irrevocable Trust

The Settlor hereby incorporates by reference the terms of the Life Navigators, Inc. Trust III – Pooled Trust (hereinafter "Master Trust Agreement III") dated August 6, 2018, and restated July 12, 2021, March 1, 2022, April 23, 2025, and June 17, 2026, 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.** 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 Beneficiary of the Trust is as follows:

Name: _____

Date of Birth: _____

Social Security Number: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Legal Representative of the Person, if applies: _____

Legal Representative of the Estate, if applies: _____

Diagnosis: _____

Formal disability determination obtained?

☐ Yes

☐ No, but disability application was submitted on _____ and was sent to (enter address):

_____

_____

_____

☐ No, and disability application has not been submitted.

Article III:
Funding Source

The assets in this Trust are entirely those of the Beneficiary.

Article IV:
Regarding the Trustee

The Trustee is Prairie Trust, a division of Waukesha State Bank.

Article V:
Regarding the Advisor

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

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

(If no individual is named, Life Navigators, Inc. will serve as Personal Needs Advisor.)

B. The Settlor understands that Life Navigators, Inc. will be the Trust Manager.

C. If 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: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Article VI:
Accounts

Trustee shall account at least quarterly to the Beneficiary or his or her legal representative.
(OPTIONAL) Trustee shall also account to the following individuals:

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Article VII:
Provisions on Termination of the Trust

The Trust shall terminate pursuant to the terms of the Master Trust Agreement.

A. The Beneficiary requests remaining funds at death to be retained by Life Navigators to establish a Trust II or Trust III Account, as applicable for the following person(s) with a disability, unless the person(s) predeceases the beneficiary:

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Relationship to Beneficiary: _____

B. If there is no such designation under Article VII(A), the Trust Share remaining shall be distributed or retained as follows:

1. If the Trust Share remaining exceeds the Medicaid payback amount, the Trustee shall satisfy the Medicaid payback amount first by paying the claims of all States that have paid Medicaid benefits on behalf of the Beneficiary and then distributing any remaining amounts under Article VII(E) of the Instrument of Adoption.

2. If the Trust Share remaining does not exceed the Medicaid payback amount, the Trust Share balance shall be retained by Life Navigators pursuant to paragraph C below.

C. Upon the death of the Beneficiary and in accordance with the Instrument of Adoption, the Trust Share remaining after payment of costs of administration and taxes due from the Trust Share because of the Beneficiary's death shall be retained by Life Navigators, Inc. to be used for the benefit of persons with disabilities as determined by the Board of Directors of Life Navigators, Inc.

D. Any funds not retained by Life Navigators, Inc. shall be distributed to any and all state(s) that have provided Medical Assistance benefits to the Beneficiary. In the event the State(s) are able to be paid in full with funds still remaining, these additional funds may be used to pay funeral, burial and related expenses and then shall be distributed in accordance with the Instrument of Adoption Article VII(D). Each State which has provided Medical Assistance benefits to the Beneficiary will receive its share of the amount remaining in the Trust share based on each State's proportionate share of the total amount of Medical Assistance paid by all States on the Beneficiary's behalf.

E. If there is no one named at Article VII(A) or if the disposition fails or in the event of the death of person(s) named in VII(A):

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Relationship to Beneficiary: _____

This person listed above should receive: _____ %

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Relationship to Beneficiary: _____

This person listed above should receive: _____ %

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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.

F. If the Trust Share is retained in the Trust pursuant to the Master Trust Agreement and the Instrument of Adoption, the Trust Share remaining after payment of costs of administration and taxes due from the Trust Share because of the Beneficiary's death, shall be distributed to Life Navigators, Inc. to be used for the benefit of persons with disabilities as determined by the Board of Directors of Life Navigators, Inc.

Article VIII:
Provisions if Beneficiary Moves Out of Wisconsin

If the Beneficiary moves out of the State of Wisconsin, the Trustee, with the consent of the Beneficiary or Representative, if any, and Life Navigators, Inc., shall transfer the Beneficiary's Trust Share to any other Pooled Trust serving the Beneficiary's new State of residence provided that the purposes of the receiving Trust are consistent with the purposes of the Trust and with 42 U.S.C. §1396p(d)(4)(C) and, if the Trust Share is within a part of this Trust that is exempt from taxation, with IRC §501(c)(3) and provided the Trust is approved for individuals over the age of 65.

Article IX:
Acknowledgements

The Settlor, by initialing, acknowledges the following:

A. _____Settlor and their counsel are responsible for accurately completing the Instrument of Adoption and related documents.

B. _____This trust account is subject to the rules of Medicaid Estate Recovery. The persons signing this Instrument of Adoption are aware of the provisions under Article VII in the Instrument of Adoption.

C. _____Upon the death of the Beneficiary, the trust account will be locked for all distributions that would occur after the date of death, including distributions based on requests made before death that have not yet resulted in a distribution.

D. _____The Settlor has received a copy of the current Fee Disclosure and understands that the Trustee will pay the Trust Administration Fees and tax preparation fees from the trust account including Life Navigators fees and Prairie Trust Fees.

E. _____Neither Life Navigators nor Prairie Trust have a responsibility to report, for the purposes of the beneficiary's continuing eligibility or application for Medicaid and SSI and other public benefit, the creation of this trust account. This responsibility solely rests with the benefit receiving Beneficiary and/or their legal representative. Failure to report the creation of this trust account to the relevant benefit agencies may have a negative effect on the beneficiary's continued eligibility and/or acceptance of their application for benefits.

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 Navigators, Inc. Trust III – Pooled Trust for Persons with Developmental and Related Disabilities over the age of 65.

This Instrument of Adoption is signed this_____day of_____, the year of_____.

STATE OF WISCONSIN)

) **SS.**

_____ COUNTY)

SETTLORS:

_____

_____

This instrument was acknowledged before me on the_____day of_____, 20____.

By _____{and _____}.
(Settlor) (Settlor)

(NOTARIAL SEAL)

Notary Public, State of Wisconsin. My commission is permanent.

PRAIRIE TRUST, A DIVISION OF WAUKESHA STATE BANK (TRUSTEE)

By:

Date:

LIFE NAVIGATORS, INC. (TRUST MANAGER)

By:

Date:

PERSONAL NEEDS ADVISOR

By:

Date:

ATTORNEY

By:

Date:

LIFE NAVIGATORS
Your Disability Partner EST. 1949

414-774-6255 • LifeNavigators.org

Frequently Asked Questions



Frequently Asked Questions

Understanding the Life Navigators Trust Program

1. **What is the difference between the Life Navigators Trust I – Community Trust, Life Navigators Trust II – Pooled Trust and Life Navigators Trust III – Pooled Trust?**

   The Trust I – Community Trust is established with assets from a third party, often parents or grandparents. Because these assets were never those of the Beneficiary, there is no payback provision to the State of Wisconsin for SSI income and/or Medicaid (T-19) received by the Beneficiary. The Beneficiary must have a diagnosis of a developmental or related disability.

   The Trust II – Pooled Trust is funded using ONLY assets of the Beneficiary under the age of 65 at the time of trust establishment. If there is MORE money left in the Trust II account than is owed back to the State when the Beneficiary dies, the State collects its portion and the remaining assets go to the remainderman. If there is LESS money left than is owed back to the State when the Beneficiary dies, the State collects nothing and all remaining funds are retained by Life Navigators to assist other individuals with disabilities.

   The Trust III – Pooled Trust is funded using ONLY assets of the Beneficiary who is age 65 or over. The Beneficiary must have, or have applied for, a favorable disability determination letter from the Disability Determination Bureau or Social Security Administration. The distribution of money remaining in the Trust after the death of the Beneficiary is the same as Trust II, referenced in the paragraph above. For more information, see page eleven for our Trust Comparison Chart.

2. **What if I can't afford the attorney fees for setting up a Trust?**

   Life Navigators offers a Beneficiary Legal Fund to ensure additional individuals with disabilities can plan for their service and financial needs. The Beneficiary Legal Fund is available to cover the cost of legal fees to implement a Funded Trust I, II, or III funded at a minimum of $2,000 and a maximum of $100,000. Each Beneficiary can access up to $2,000. The funds can be paid directly to the trust account or to the attorney drafting the trust. The Beneficiary Legal Fund Request Form can be found on page nine. A fillable PDF version and all of our Trust Program documents are also available on our website.

3. **Are there fees associated with a Life Navigators Trust?**

   All Trusts have a $400 establishment fee. Once a Trust is funded, ongoing Life Navigators and Prairie Trust fees apply. Please reach out to our Trust Team or check our website, LifeNavigators.org, for a current fee schedule.

4. **What is the difference between revocable and irrevocable trusts?**

   A revocable trust is a trust in which the Settlor keeps the power to terminate the trust and regain full control over the property. An irrevocable trust is one in which the Settlor does not keep this power. An irrevocable trust cannot be terminated, except at the discretion of the Trustee. An irrevocable trust can be altered but only in regard to administrative or ministerial terms. Life Navigators Trust accounts are irrevocable.

5. **Can a Beneficiary have both a Special Needs Trust and an ABLE (Achieving a Better Life Experience Act) account?**

   An ABLE (Achieving a Better Life Experience Act) account is a savings account for an individual who has a qualifying disability that occurred prior to their turning 26 years of age. Similar to a Special Needs Trust, an ABLE account is a non-countable resource for the purposes of Supplemental Security Income and Medicaid. Funds placed into an ABLE account are subject to a Medicaid Pay-Back provision.

   While Special Needs Trusts and ABLE accounts are both financial tools used to manage funds without affecting an individual's eligibility for benefits, they have different rules and regulations. For some individuals, it may be beneficial to have both accounts to achieve a financial goal. Each situation is unique and should be discussed with the Beneficiary's legal counsel.

6. **What is an Instrument of Adoption and is it a requirement to establish a Life Navigators Trust?**

   An Instrument of Adoption is the legal document, which outlines the terms of the Trust. This binding agreement is executed and signed by the Settlor(s), Financial Needs Advisor and Trustee. This document must be drafted, signed and submitted by an attorney. All Life Navigators Trust documents can be found in a fillable PDF file format on our website, LifeNavigators.org.

7. **Who is the Personal Needs Advisor? What do they do?**

   The Personal Needs Advisor is a person designated by the Settlor to stay informed of the Beneficiary's needs and desires and to inform the Trust Manager or Trustee of ways in which the trust assets can be used to meet those needs. This person should know the Beneficiary well or be in a position to learn the Beneficiary's needs. The person should also know what support services the Beneficiary receives and should be willing and able to stay in regular contact with the Beneficiary. This allows the Personal Needs Advisor to keep abreast of the Beneficiary's unmet needs and desires. If the Beneficiary does not have a person designated who can serve in this role, Life Navigators can serve as Personal Needs Advisor, which is a unique offering of our Trust Program.

8. **How does a Life Navigators Trust work with SSI and Medicaid?**

   If an individual with a disability has assets that are not held within a Special Needs Trust, once those assets accumulate to more than $2,000, the individual would lose SSI and/or Medicaid (T-19) benefits. A Special Needs Trust is a legal mechanism whereby a person with a disability can benefit from assets in excess of $2,000 without affecting public benefits. A Life Navigators Trust is a recognized Special Needs Trust in the Medicaid Eligibility Handbook; therefore, having a Life Navigators Trust will not impact Medicaid benefits.

9. **What happens if an individual with a disability receives an inheritance?**

   If an individual with a disability receives an inheritance, it could render the individual ineligible for public benefits. Whenever possible, Life Navigators recommends that an inheritance, rather than being left directly to an individual with a disability, is instead paid directly into a Trust I –

Community Trust for the benefit of the individual. If an inheritance is paid directly to the individual with a disability, there is also a Trust II – Pooled Trust or Trust III – Pooled Trust which is available to prevent the individual from losing their public benefits.

10. Who is responsible for investments and what are the risks?

Prairie Trust is a local Trustee. All Trusts are managed by a local team. As with any financial instrument, there is risk of a decline in the market and the worth of one's investment. The Trustee is responsible to monitor market activity to make prudent investments. The specific stock and bond investments are ultimately determined by the Trustee in conjunction with an assessment of the risk and return objectives of the investor where applicable. Though investment risk cannot be eliminated, the Trustee attempts to minimize risk through prudent diversification, rebalancing and ongoing monitoring of all investments.

The investment strategy is managed by Prairie Trust:

Investment of Assets:

Account Size	**Investment Strategy**
Trust II and III < $10,000	Uninvested Cash*
Trust I < $10,000	Money Market Cash
All trusts $10,001 - $50,000	Single Moderate Allocation Mutual Fund
All trusts > $50,000	Asset Allocation Model Managed by Prairie Trust

**A 1099 is required to be filed for $10 or more of income generated within a first party trust. Accounts with balances less than $10,000 will not generate enough interest income to pay the $200 tax preparation fee. Therefore, Prairie Trust holds these assets in uninvested cash.*

11. How does the Beneficiary access funds?

Distributions must be made for the sole benefit of the Beneficiary. The Beneficiary and Personal Needs Advisor make disbursement requests to the Trust Manager using the process and guidelines outlined on page six and seven. The Trust Manager and Trustee then review the request to determine the impact it may have on the Beneficiary's public benefits, the appropriate use of funds, and considers the beneficiary's current and anticipated ongoing needs. If approved, the request is processed by the Trustee.

12. What types of items or services can money in the Trust purchase?

Distributions from a Life Navigators Trust are made with the Beneficiary's best interest in mind. The Trust can be utilized to provide an array of goods and services to enhance the quality of life for the sole benefit of the Beneficiary. Examples include: most medical expenses, internet, phone, travel, household items and many other expenses.

13. How is the distribution of funds determined to ensure the best possible usage?

Serving as the Trust Manager, Life Navigators is responsible for staying current with laws concerning special needs trusts, disbursements and the relationship between a trust and public benefits. The Trust Manager will act as the liaison between the Trustee, Personal Needs Advisor and Beneficiary. This will ensure appropriate disbursements that meet the Beneficiary's needs and wants while protecting benefits.

14. Why choose Life Navigators when setting up my Trust?

Life Navigators provides personalized and comprehensive services to meet each individual's specific needs. Our dedicated team offers in-person connection and assistance. Staff complete a comprehensive assessment with each Beneficiary, foster an ongoing relationship to ensure all needs are addressed, and actively assist Beneficiaries and families to get connected to benefits, long-term-care and other resources above and beyond the Trust Program.

15. What is the long-term stability of the Trust Program?

Life Navigators has been Your Disability Partner for over 75 years. In the unlikely event that Prairie Trust would no longer be in business, Life Navigators has authority to appoint a successor Trustee at any time. In the unlikely event that Life Navigators is no longer in operation, the agency has a fiduciary responsibility to identify another nonprofit organization to assume control and administration of the Trust Program.

16. What is the Life Navigators Retained Fund for Trusts II and III?

After the Beneficiary's lifetime, if the Trust is unable to make the full Medicaid Payback, the leftover funds are distributed to the Life Navigators Retained Fund, which directly impact individuals with disabilities. This Retained Fund account is overseen by the Life Navigators Board of Directors and supports Life Navigators service programs that allow kids and adults with disabilities to lead safe, happy and healthy lives.

17. Why name Life Navigators as a Remainder Beneficiary for a Trust I, II or III?

Should any money remain in the Trust after the Beneficiary's lifetime, you, as the donor, designate how this money is distributed. When you designate Life Navigators as a Remainder Beneficiary, you ensure that we can provide for the needs of individuals with disabilities for years to come. Life Navigators maintains a Remainder Fund account, which supports our programs and services for individuals with disabilities. This is funded by generous families and individuals who remember Life Navigators when designating the Remaindermen of their Trust accounts. Our services are made possible thanks to the generosity of our friends and supporters.

Life Navigators Contact Information

Available to Answer Your Questions

Are you interested in learning more about the Life Navigators Trust Program or other services offered by Life Navigators? Contact us at 414-774-6255 or trust@lifenavigators.org. You can also visit LifeNavigators.org for additional information and a list of upcoming presentations.

Trust Notes

Add Your Notes Below

LIFE NAVIGATORS

Your Disability Partner

EST. 1949

7203 W Center St, Wauwatosa, WI 53210 • LifeNavigators.org • 414-774-6255