

PLANNED LIFETIME ASSISTANCE NETWORK OF ARIZONA, INC.¹

THIRD-PARTY JOINDER AGREEMENT
Establishing a Special Needs Trust

This agreement is entered into between the Trustor and Trustee, as respectively named below, the agreement being as hereafter set forth.

Article 1. Name of Trust: The trust established through this Joinder Agreement shall be referred to as the PLAN of Arizona SNT f/b/o _____
u/a/d _____
(hereinafter referred to as "this Trust.")

Article 2. Establishment by Trustor and Trustee:

This trust is hereby established by the following designated individuals:

Name Printed:

Name Printed:

For purposes of convenience, the above-named person(s), whether one or more, are herein referred to as "TRUSTOR". As defined in the Master Trust Agreement, "TRUSTOR" refers to one who actually contributes his or her own funds to a PLAN of Arizona sub-trust pursuant to a fully executed Joinder Agreement.

The Trustee is **FIRST INTERNATIONAL BANK & TRUST**, which is hereinafter referred to as **TRUSTEE**.

Article 3. Primary Beneficiary:

The **PRIMARY BENEFICIARY** of this trust is _____,
herein referred to as "the **PRIMARY BENEFICIARY**." Basic information as to the **PRIMARY BENEFICIARY** is:

Date of Birth: _____

Social Security Number: _____

Residing at: _____

¹ Formerly known as APPF or Arizona Proxy P.L.A.N. Foundation, Inc.

Article 4. Recitals

- A. The purpose of this trust is to provide for the special needs of the **PRIMARY BENEFICIARY** without jeopardizing public entitlements. The **PRIMARY BENEFICIARY** suffers from a disability which substantially impairs his or her ability to provide for his or her own care and custody and which constitutes a substantial handicap.
- B. This Joinder Agreement establishes the trust between **TRUSTOR** and **TRUSTEE**, inclusive of the applicable terms of a Master Trust (referred to in Article 5) which are incorporated by reference.
- C. Also referred to in the Joinder Agreement but in no way a part of this trust is an agreement between the **TRUSTOR** and the PLANNED LIFETIME ASSISTANCE NETWORK OF ARIZONA (herein usually called "**PLAN of Arizona**"), hereinafter referred to as "the Contract". The **TRUSTEE** shall in no way be concerned with the Contract and is not a party to the Contract.

Article 5. Basic Terms and Conditions

The terms and conditions of this trust are set forth in:

- A. This Joinder Agreement, and
- B. The applicable provisions of the most current PLAN of Arizona Master Trust Agreement in effect between **PLAN of Arizona** and **TRUSTEE**, as may be amended from time to time.

The Master Trust contains the terms and conditions whereby the **TRUSTEE** can act as **TRUSTEE** for multiple **TRUSTORS**, keeping records of the trust assets held for the Special Needs of the respective Primary Beneficiaries.

The applicable provisions of the Master Trust are herein incorporated by reference. "Applicable provisions" means all of the terms of the Master Trust except for those which only relate to those parts of the Master Trust that pertain to the assets of **PLAN of Arizona** being administered by **TRUSTEE**.

Article 6. Funding of the Trust

This trust shall be funded during the **TRUSTOR'S** lifetime or at death, as indicated below. Sums received from the **TRUSTOR** will be designated upon the **TRUSTEE'S** books and records as being held by the **TRUSTEE** in trust for the **PRIMARY BENEFICIARY**.

FUNDING DURING LIFETIME

- A. The property being conveyed to the **TRUSTEE** is:
 - a. Cash: _____
 - b. Real Property: _____
 - c. Other: _____

FUNDING AFTER DEATH

- A. The property that shall be conveyed to the **TRUSTEE** is from one or more of the following:
 - a. Distribution from Estate [Identify source, i.e. will/trust provision and decedent's name]: _____

 - b. Payable Upon Death Account: [Identify account name, number and financial institution] _____

 - c. Transfer on Death Account: [Identify account name, number and financial institution] _____

 - d. Beneficiary Designation on Life Insurance or Annuity: [Identify contract/policy owner, policy or contract number]: _____

B. **TRUSTEE** shall also receive and credit to the trust account of the **PRIMARY BENEFICIARY** all future payments made to it by **PLAN of Arizona**, the **TRUSTOR** and/or by the **TRUSTOR'S** Personal Representatives, Administrators, trustee, or designated payors such as; but not limited to; insurance companies, annuity companies, and custodians of retirement accounts. The **TRUSTEE** may refuse to receive payments made which are not in compliance with schedules filed with it by **PLAN of Arizona**. If, contrary to such schedules, payments are inadvertently accepted, the **TRUSTEE** may return such payments upon **PLAN of Arizona's** instructions to return them.

- C. Subject to approval by **PLAN of Arizona** and **TRUSTEE**, assets to be added to **PRIMARY BENEFICIARY**'s trust may be accepted. The **TRUSTEE** shall also return to the payor all payments, regardless of schedules and/or instructions furnished, which **PLAN of Arizona** directs the **TRUSTEE** to return. **TRUSTEE** reserves the right to seek written instructions from **PLAN of Arizona** before accepting any and all payments. The **TRUSTEE** shall be entitled to rely on **PLAN of Arizona**, basing its instructions on the terms of The Contract, and any dispute as to the rejection of payments shall be with **PLAN of Arizona** and not with the **TRUSTEE**.

Article 7. No Representations, Warranties or Guarantees as to Earnings and/or Investments

As stated in the Recitals contained in the Master Trust, **TRUSTEE** makes no legally binding representations, warranties or guarantees as to future earnings which **TRUSTEE** may realize on investments or as to the investments themselves.

Article 8. Special Needs

- A. The basic and overriding purpose of this trust is to provide a source for meeting the supplemental needs of the Primary Beneficiary over and above any benefits provided by governmental entities, such as SSI, SSDI, ALTCS and AHCCCS, and to provide for special services, which could include private insurance and resources, of a kind and nature which can be furnished without jeopardizing such public benefits.
- B. The **TRUSTEE** has no authority, discretionary or otherwise, to disburse funds or other assets to the **PRIMARY BENEFICIARY**, except as provided in the Contract between **TRUSTOR** and **PLAN of Arizona**, or as may otherwise be authorized herein. It is emphasized that the **PRIMARY BENEFICIARY** shall have no legal or equitable right to the principal or income of the Special Needs Trust created herein.
- C. Only the **PLAN of Arizona**, through a Power of Appointment granted by the **TRUSTOR** in this Joinder Agreement, may instruct **TRUSTEE** to make disbursements for the benefit of the **PRIMARY BENEFICIARY** to itself and to entities or persons designated by **PLAN of Arizona**.
- D. **TRUSTOR** further confirms that, since **TRUSTEE** acts only to receive, hold, and manage assets and to make disbursements as directed or countersigned by **PLAN of Arizona**, it does not undertake in any way to decide on the propriety of disbursements.
- E. While under no independent duty to initiate proceedings, the **TRUSTEE** shall cooperate with **PLAN of Arizona** in its efforts to seek benefits for the **PRIMARY**

BENEFICIARY from all available public and private resources.

- F. If the **TRUSTEE** is requested to release principal or income of the **PRIMARY BENEFICIARY** Trust to pay for equipment, medication, or services which a federal, state or other government entity is authorized to provide, or, if the **TRUSTEE** is requested to petition the court or any administrative agency for the release of **PRIMARY BENEFICIARY** Trust principal or income for this purpose, the **TRUSTEE** shall refer such matters to **PLAN of Arizona**. The **TRUSTEE** agrees to cooperate with **PLAN of Arizona** in denying requests and in taking whatever judicial or administrative steps may be necessary to continue federal, state, or other government program eligibility of the **PRIMARY BENEFICIARY**, including instructions from a court to the effect that the Trust corpus is not available to the **PRIMARY BENEFICIARY** for AHCCCS, ALTCS, or SSI eligibility purposes.
- G. The **TRUSTORS** agree that the **TRUSTEE** shall be under no obligation to prepare documents in connection with matters referred to in paragraphs E and F and that any expense of the **TRUSTEE** in regard to such matters, including reasonable attorneys' fees, shall be a proper charge to the **PRIMARY BENEFICIARY'S** Trust estate.
- H. The **TRUSTEE** shall make no payments for obligations incurred for the **PRIMARY BENEFICIARY'S** health, support and maintenance if **PLAN of Arizona** shall determine, in its discretion, that payment therefor is the obligation of any city, county, state, federal or other governmental agency which has a legal responsibility to serve persons with disabilities which are the same or similar to the impairment(s) of the **PRIMARY BENEFICIARY**, or if **PLAN of Arizona** determines it is otherwise in the **PRIMARY BENEFICIARY's** best interest. In the event of a dispute, until the settlement thereof, the **TRUSTEE** shall have the right to withhold trust funds which in its discretion are sufficient to meet any potential liability.

Article 9. Power of Appointment for Special Needs

- A. **TRUSTOR** by this Joinder Agreement grants to **PLAN of Arizona** the power to receive and/or direct disbursements from the **PRIMARY BENEFICIARY** Trust, but such Power of Appointment shall not include any power as to disbursement of anything after the death of the **PRIMARY BENEFICIARY**.

- B. The Power of Appointment specifically includes the right of **PLAN of Arizona** to designate others, such as the Service Contractors (as referred to in the Master Trust) to direct disbursements.
- C. As a matter with which the **TRUSTEE** need not be concerned, **PLAN of Arizona** shall not authorize any disbursement except as permitted by the terms of this Joinder Agreement or by the Master Trust or by the Contract.

Article 10. Disbursements and Distributions after the death of Primary Beneficiary

Upon the death of the **PRIMARY BENEFICIARY**, principal and any accumulated income of the **PRIMARY BENEFICIARY's** trust shall be disbursed and distributed as set forth in the paragraphs below. **PLAN of Arizona** shall have the option of declaring the **PRIMARY BENEFICIARY** to be dead if he or she has disappeared for the then statutory period giving rise to a presumption of death.

A. Disbursements

- (1) Pay all expenses of last rites and disposition of the **PRIMARY BENEFICIARY's** remains unless satisfactory provisions for the payment of those expenses have already been made.
 - (2) Pay any death taxes, to the extent deemed by **PLAN of Arizona** to be appropriate, that might be due by reason of the **PRIMARY BENEFICIARY'S** death, whether due to Primary Trust assets or otherwise.
 - (3) Pay all expenses and fees, including closing expenses and fees of the **TRUSTEE**.
- B. Pay to **PLAN of Arizona** such sums as it may in writing direct and which writing shall state that the sums to be so paid are payable to **PLAN of Arizona** under terms of The Contract. The **TRUSTEE** shall have no obligation whatsoever to challenge the direction, it being strictly agreed that this is a matter between the person or persons claiming to be aggrieved and **PLAN of Arizona**.

C. If there are no designated beneficiaries remaining, the remaining trust estate shall be distributed as follows::

Thirty Percent (30%) thereof shall be given to PLAN of Arizona, and _____Percent thereof be given to: _____

D. In any and all events, the **TRUSTEE** may pay from the **PRIMARY BENEFICIARY'S** trust all costs, including the reasonable value of the **TRUSTEE'S** services of finding and/or attempting to find remaindermen.

Article 11. PLAN of Arizona Right to Change Trustees

The **TRUSTOR** confirms the right of **PLAN of Arizona** to revoke the Master Trust provided that **PLAN of Arizona** enters into another Master Trust or other similar arrangement which protects the **PRIMARY BENEFICIARY** Trust in essentially the same manner as the former Master Trust.

Article 12. Confirmation of Right to Amend Master Trust

The Master Trust provides that it can be amended inasmuch as it is impossible to foresee changes which might be deemed necessary in the light of experience, changes in laws and regulations, and for other causes. The **TRUSTOR** confirms the right of the Trustee to join with **PLAN of Arizona** in amendment to the Master Trust. **PLAN of Arizona** agrees that such amendments shall be in accord with the general purposes of this Joinder Agreement.

Article 13. Disputes Between Trustor and Others

Whenever, in this Joinder Agreement and in the Master Trust, it is provided that the **TRUSTOR** must follow the direction of **PLAN of Arizona** or other designees or that the countersignature of **PLAN of Arizona** must be obtained, any and all disputes that the **TRUSTOR** may have as to the propriety of the action of **PLAN of Arizona** or others shall not be the concern of the Trustee, which has accepted the trust under the understanding that it ordinarily shall not be called upon to make numerous decisions, particularly those of a discretionary nature.

Article 14. Resolution of Disputes Through Arbitration

- A. During such time as at least one competent **TRUSTOR** is living, the only person(s) eligible to complain as to anything done or not done by **TRUSTEE** and/or **PLAN of Arizona** shall be the **TRUSTOR**, except that a legal representative of a **TRUSTOR** or his or her attorney-in-fact shall have the same rights of complaint or challenge as the **TRUSTOR**.

If a matter or matters complained of remain unresolved, then either the complainant and/or **PLAN of Arizona** may have the matter determined by an Arbitrator acting pursuant to the rules of the American Arbitration Association, the Arbitrator to have the powers set forth in paragraphs C and D of this Section.

- B. If no **TRUSTOR** is living and competent, the only person eligible to complain as to anything done or not done by **TRUSTEE** and/or **PLAN of Arizona** shall be the legal representative of the person. If there be no such legal representative, the only person eligible to complain shall be the acting Advisory Contact Person or if there be none, then any Remaindermen.
- C. The Arbitrator shall have no power to direct **TRUSTEE** to do anything. The Arbitrator shall have broad powers to make such award as the Arbitrator believes will effectively carry out the terms of the Master Trust, the Joinder Agreement, and this Contract, having in mind all feasible alternatives for best serving the **PRIMARY BENEFICIARY**, whose well-being shall take precedence over the rights of remaindermen, including but not limited to, ordering the transfer of the assets to a Trustee under such terms as are reasonably close to the original terms and conditions as is feasible.
- D. The presumption in any arbitration shall be that both **PLAN of Arizona** and the complainant are concerned with the best interests of the **PRIMARY BENEFICIARY** and therefore the fees of the American Arbitration Association and of the Arbitrator, as well as the reasonable fees (reasonableness to be determined by the Arbitrator) of attorneys for **PLAN of Arizona** and the complaining party shall be a charge against the **PRIMARY BENEFICIARY'S** Trust. As an exception to the foregoing, should the Arbitrator determine that either or both of **PLAN of Arizona** or the complainant acted frivolously, that party's attorneys' fees may be denied.

Article 15. Right to Modify or Amend Trust

- A. In the event that any provision of this Trust has the effect of rendering the **PRIMARY BENEFICIARY** ineligible for long-term care services or Arizona Long Term Care benefits or benefits of any other public program, **PLAN of Arizona** may, in its sole

discretion, amend this trust to insure continuing eligibility for such services or benefits. **PLAN of Arizona** may also, in its sole discretion, amend this trust to conform to future changes in the law to insure continuing eligibility for such services or benefits. In addition, in the event **PRIMARY BENEFICIARY** no longer qualifies medically for such benefits, or no longer qualifies due to future changes in the law, **PLAN of Arizona** may, in its sole discretion, petition the court for authority to terminate or amend this trust.

- B. In determining whether a trust provision has the effect of rendering Primary Beneficiary ineligible for long-term care services or Arizona Long Term Care or other public programs or benefits, or whether an ALTCS determination of "share of cost" attributable to **PRIMARY BENEFICIARY** is correct and lawful, or in determining the effect of any distribution on **PRIMARY BENEFICIARY'S** eligibility for public benefits, **PLAN of Arizona** is hereby granted full and complete discretion to initiate either administrative or judicial proceedings, or both, and all costs relating thereto, including reasonable attorney's fees, shall be a proper charge to the **PRIMARY BENEFICIARY** Trust, subject to court approval.

Article 16. Discretion to Terminate Trust

- A. In the event the existence of the **PRIMARY BENEFICIARY** Trust renders the **PRIMARY BENEFICIARY** ineligible for governmental or private benefits that in the discretion of **PLAN of Arizona**, substantially outweigh the benefits the **PRIMARY BENEFICIARY** Trust can bestow upon the **PRIMARY BENEFICIARY**; or in the event **PLAN of Arizona**, in its discretion, determines that notwithstanding the spendthrift provisions of the **PRIMARY BENEFICIARY** Trust, a substantial portion or all of the principal and accumulated income in the **PRIMARY BENEFICIARY** Trust is subject to invasion, garnishment, attachment, execution or other similar action by a creditor or a government agency, **PLAN of Arizona** may terminate the **PRIMARY BENEFICIARY** Trust and distribute the principal and accrued income in accordance with Section Thirteen. Furthermore, in the event a court of competent jurisdiction determines the **PRIMARY BENEFICIARY** Trust as constituted is contrary to law or public policy, then subject to any right of appeal, the **PRIMARY BENEFICIARY** Trust shall be deemed to be unavailable for purposes of qualifying for or maintaining any public or private assistance benefits or services, regardless of whether the **PRIMARY BENEFICIARY** is actually entitled to such benefits or services, and if this is not sufficient to cure any deficiency then the **PRIMARY BENEFICIARY** Trust shall be deemed to have failed and **PLAN of Arizona** shall distribute the principal and accrued income in accordance with Section Thirteen. Nothing in this section shall be construed to relieve **PLAN of Arizona** of its responsibility to provide whatever assistance is required to obtain public or private assistance benefits or services for the **PRIMARY BENEFICIARY**. Furthermore, nothing in this section shall be construed to limit the power of **PLAN of Arizona** to modify or amend this trust as provided above in Section Eleven.

Article 17. Disbursements and Distributions upon Termination

Upon making the decision to terminate this trust as provided for above, **PLAN of Arizona** shall distribute the principal and any accumulated income of the **PRIMARY BENEFICIARY's** trust to the **TRUSTOR(S)**. In the event there were more than one original **TRUSTOR**, **PLAN of Arizona** shall make such distribution to all original **TRUSTORS**, or to those **TRUSTORS** who are still living at the time of such distribution. In the event no **TRUSTOR** is alive, **PLAN of Arizona** shall seek instructions from a court of competent jurisdiction as to those who may be entitled to such distribution.

Article 18. Right of PLAN of Arizona to Terminate Trust if best interests of Primary Beneficiary not being served

If **PLAN of Arizona**, in the reasonable exercise of its discretion, determines at any time that the best interests of the **PRIMARY BENEFICIARY** are not being served, whether due to the Proxy Parent as described in section nine proving to be not compatible with the needs of the **PRIMARY BENEFICIARY**, or otherwise, **PLAN of Arizona** may advise the Trustee that the trust has been terminated and direct the transfer of the assets in the same manner as it could direct distribution in the case of revocation.

Prior to making any such decision final, **PLAN of Arizona** shall advise any living and competent-to-make-decisions **TRUSTOR** of the proposed decision and if none then any Legal representative of the person or estate of the **PRIMARY BENEFICIARY**, and if none then the Advisory Contact Person, if any. After the consideration of such input as **PLAN of Arizona** may receive per the above process, **PLAN of Arizona** shall make a final decision.

Article 19. Revocation or Amendment by TRUSTOR

The **TRUSTOR** has carefully considered the advisability of reserving the right to revoke this Trust and has determined and now declares as set forth below. Any revocation must be countersigned by **PLAN of Arizona** which will not be unreasonably withheld. The **TRUSTEE** shall follow the written instructions of **PLAN of Arizona** as to disbursements of funds upon a countersigned revocation as a matter with which **TRUSTEE** shall not be concerned. The Contract provides for the disbursement of funds upon revocation. Where amendment is below provided for, it must be countersigned by **PLAN of Arizona** in order to be binding upon the **TRUSTEE**. The **TRUSTEE** reserves the right to reject any amendment which, in its reasonable judgment, would impose upon it additional duties or responsibilities which it is not willing to accept.

Check either **yes** or **no**, and sign **initials**

- A. The Trust cannot be revoked. **TRUSTOR** does hereby expressly waive and surrender any right to revoke or terminate, either in whole or in part, the Trust hereby created.

Yes No initials _____

- B. The Trust can be amended or revoked by **TRUSTOR** during **TRUSTOR**'s life. (Use only when there is one **TRUSTOR**.)

Yes No initials _____

- C. The Trust can be amended or revoked so long as any **TRUSTOR** is living. (Use only when there is more than one **TRUSTOR**.)

Yes No initials _____

- D. The Trust cannot be revoked after the death of any one **TRUSTOR**. (Use only when there are multiple **TRUSTORS**.)

Yes No initials _____

- E. Other: _____

Yes No initials _____

Article 20. Exercise of Powers of Revocation or Amendment by TRUSTOR or TRUSTORS; Specific Denial of Powers to PRIMARY BENEFICIARY and to Legal representative

- A. One **TRUSTOR** may exercise the power when only one **TRUSTOR** is alive and competent; otherwise, all **TRUSTORS** must exercise said power together unless one of the **TRUSTORS** is incompetent, in which case one **TRUSTOR** may act.

- B. If no **TRUSTOR** is alive and competent, the power shall lapse.

- C. The power of a **TRUSTOR** can only be personally exercised. Neither Conservators nor agents or appointees under powers of attorney shall have the power to act for any **TRUSTOR**.

- D. A **TRUSTOR** shall be deemed competent unless and until the **TRUSTEE** receives

notice of the appointment of Guardian or Conservator for a **TRUSTOR** or, alternatively, declarations by two licensed physicians stating that the **TRUSTOR** is not competent. All individually identifiable health information and medical records may be released to the TRUSTEE, including any written opinion relating to the mental or physical illness, injury, disability or incapacity of TRUSTOR that the TRUSTEE may have requested. This release and authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (a/k/a HIPAA), 42 USC 1320d and 45 CFR 160-164.

- E. In no event shall the **PRIMARY BENEFICIARY**, Legal representative of the **PRIMARY BENEFICIARY**, or any agent or assignee of the **PRIMARY BENEFICIARY**, have any power to amend, revoke, or exercise any other right or power whatsoever with regard to this Joinder Agreement.

Article 21. Confirmation of Right to Amend Master Trust

TRUSTOR understands and agrees that the Master Trust may be amended from time to time and that the most current provisions of any amended Master Trust shall apply for all purposes to this Joinder Agreement.

Article 22. Disputes between TRUSTOR and Others

Wherever in this Joinder Agreement and in the Master Trust it is provided that the **TRUSTEE** must follow the instructions of **PLAN of Arizona** or other designees or that the countersignature of **PLAN of Arizona** must be obtained, any and all disputes which the **TRUSTOR** may have as to the propriety of the actions of **PLAN of Arizona** or others shall not be the concern of the **TRUSTEE**, which has accepted the trust under the understanding that it ordinarily will not be called upon to make various decisions, particularly those of a discretionary nature.

Article 23. Professional Representation

TRUSTOR has been advised to obtain the advice of qualified counsel prior to entering into this Joinder Agreement. By completing and executing this Joinder Agreement, Trustor represents that he/she understands the importance of obtaining the advice of qualified counsel prior to entering into this Joinder Agreement and makes the following representations, upon which PLAN of Arizona and TRUSTEE shall rely:

TRUSTOR has obtained advice of counsel

Yes No

If "YES" enter the name of counsel providing that representation:

Article 24. OPTIONAL PROVISIONS

A. No Contest Clause

If any Remaindermen under this **PRIMARY BENEFICIARY** Trust in any manner, directly or indirectly, contests or attacks such trust or any of its provisions, any share or interest in the trust estate given to that contesting beneficiary under this trust is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased the **TRUSTOR** or, if more than one **TRUSTOR**, the last **TRUSTOR** to die.

Yes No initials _____

B. Recovery of PRIMARY BENEFICIARY

It is recognized that medical breakthroughs, natural recovery, or other factors might make it possible for the **PRIMARY BENEFICIARY** to prudently manage the **PRIMARY BENEFICIARY's** own financial affairs. Should such a recovery take place **PLAN of Arizona** may terminate the trust and instruct the **TRUSTEE** to distribute the assets to the **PRIMARY BENEFICIARY**. The determination of recovery shall be made in the sole and absolute discretion of **PLAN of Arizona** following review of medical records and opinions of appropriate medical professionals, which shall be obtained at the expense of the Primary Beneficiary's Trust. **PLAN of Arizona** shall be held harmless from any liability or loss that may result from the good faith exercise of its discretion.

Yes No initials _____

Article 25. Exercise of Powers by TRUSTOR or TRUSTORS

- A. If more than one **TRUSTOR** be living and competent (herein below defined), the signatures of both **TRUSTORS** are required to exercise any power given to the **TRUSTOR** in this Joinder Agreement.
- B. One **TRUSTOR** who is competent may exercise the power when there was one **TRUSTOR** to start with or, if there were originally two **TRUSTORS**, he or she is the only **TRUSTOR** who is living and competent.

If no **TRUSTOR** is alive and competent, the power shall lapse.

- C. A **TRUSTOR** shall be deemed competent unless and until the **TRUSTEE** receives notice of the appointment of a Guardian or a Conservator for a **TRUSTOR** or, alternatively, declarations by two licensed physicians that the **TRUSTOR** is not competent to make important financial decisions.
- D. In each case where the **TRUSTEE** believes that the foregoing provisions are not applicable to a particular situation, the **TRUSTEE** may refer the matter to **PLAN of Arizona**, which will instruct the **TRUSTEE** as to who is entitled to act.

Article 26. Disbursements and Distribution upon Revocation by TRUSTOR

Upon the **TRUSTOR's** revocation of the **PRIMARY BENEFICIARY'S** Trust, or upon termination of the **PRIMARY BENEFICIARY'S** Trust as provided elsewhere herein, the principal and accumulated income of the **PRIMARY BENEFICIARY'S** Trust shall be disbursed and distributed as follows:

- A. Pay all expenses and fees, including closing expenses and fees of the **TRUSTEE** and/or **PLAN** of Arizona.
- B. Pay to **PLAN of Arizona** such sums as provided for in the Contract for Special Needs.
- C. Pay the remaining trust estate to the revoking **TRUSTOR(S)**.

IN WITNESS WHEREOF, the undersigned **TRUSTOR(S)** has/have signed this agreement, understand(s) same and agree(s) to be bound by the terms hereof.

TRUSTOR_____

TRUSTOR_____

STATE OF _____)
) **ss.**
County of _____)

On _____, before me, the undersigned Notary Public, personally appeared _____ and _____ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal:

My Commission Expires:

NOTARY PUBLIC

FIRST INTERNATIONAL BANK & TRUST

BY _____

Its: _____

STATE OF ARIZONA)
) **ss.**
County of _____)

On _____, before me, the undersigned Notary Public, personally appeared _____, a duly authorized agent for FIRST INTERNATIONAL BANK & TRUST, and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity.

WITNESS my hand and official seal:

My Commission Expires: _____ NOTARY PUBLIC