

**INJURED CHILD/PERSON IRREVOCABLE TRUST**

A Special Needs Trust for the Sole Benefit of a Disabled Person

**Funded with Community Contributions**

DATE OF TRUST: \_\_\_\_\_, 2007

INDEPENDENT TRUSTEE, Trustee

For the Sole Benefit of

INJURED CHILD/PERSON, Beneficiary

Tax Identification Number  
of Trust: \_\_\_\_\_

## INJURED CHILD/PERSON IRREVOCABLE TRUST

### SETTLOR/TRUSTOR/GRANTOR OF TRUST:

INDEPENDENT TRUSTEE **OR RELATIVE - NO REQUIREMENTS**

**TRUSTEE:** INDEPENDENT TRUSTEE

THIS TRUST AGREEMENT is established by INDEPENDENT TRUSTEE, Grantor, for INJURED CHILD/PERSON , this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between INDEPENDENT TRUSTEE as original donor of the sum of \$100, and INDEPENDENT TRUSTEE, Trustee, regarding beneficiary INJURED CHILD/PERSON, a minor child who is disabled as set out in 42 U.S.C. 1382c(a)(3).

The effective date of this Trust Agreement shall be the date of execution.

### ARTICLE 1

#### NAME OF TRUST

1.1 NAME OF TRUST. This trust shall be known as the **INJURED CHILD/PERSON IRREVOCABLE TRUST**.

1.2 DESIGNATION OF TRUSTEE. For purposes of transfers to trust, beneficiary designations, and formal correspondence, the trust shall be referred to as:

"INDEPENDENT TRUSTEE, TRUSTEE, OR THE SUCCESSOR  
IN TRUST, UNDER THE INJURED CHILD/PERSON  
IRREVOCABLE TRUST DATED \_\_\_\_\_, 2004."

### ARTICLE 2

#### TRUST ESTATE

2.1 INITIAL FUNDING. The trust is initially funded with the sum of \$100.00, the initial

res contributed by grantor INDEPENDENT TRUSTEE, payable to the Trustee.

2.2 ADDITIONAL PROPERTY: COMMUNITY CONTRIBUTIONS: TAX IMPACT FOR DONOR. The trust will be funded with gifts from many individuals (members of the community who contribute) as described on Exhibit A. These gifts are gifts of a future interest, and not a present interest, for one individual, and do not qualify for annual exclusion or charitable gifts under the United States tax law; however, these gifts once made are completed gifts for gift and estate tax purposes. These gifts, once made, are a use of the donor's lifetime gift tax exclusion amount.

Should any person later wish to add additional assets to the trust, such a transfer must be considered in light of the transfer's impact on public benefits for which the beneficiary or the donor may otherwise be eligible. The Trustee shall have sole discretion to accept, refuse or disclaim additions to the trust from any source. Upon acceptance by the Trustee, the added property shall become subject to this agreement.

**No assets of the beneficiary and no public benefits payable to or for the benefit of INJURED CHILD/PERSON shall be added to the trust estate.**

### ARTICLE 3

#### PURPOSE OF TRUST

INJURED CHILD/PERSON, born July 14, 2000, is disabled because of cerebral palsy, and will need medical care and day to day assistance for the rest of her life. The full extent of any functional limitations is not known at this time, and access to innovative therapies at a young age will permit her to improve her life skills to the maximum extent possible.

This trust is a receptacle for community member's gifts for the benefit of INJURED CHILD/PERSON, to provide for the disabled Beneficiary's supplemental care, over and above any benefits received by FIRST NAME OF CHILD, or for which FIRST NAME OF CHILD may be eligible, through or from any governmental assistance programs. In the administration of the trust, Trustee shall make reasonable efforts to maintain the Beneficiary's eligibility for public benefits. The Trustee may supplement, but not supplant services, benefits, and medical care available to the Beneficiary through governmental assistance programs.

### ARTICLE 4

#### IRREVOCABLE NATURE OF TRUST.

This trust is irrevocable, and the trustor cannot alter, amend, revoke or terminate the trust in any way. The beneficiary INJURED CHILD/PERSON has no right or power to alter, amend, revoke or terminate this Trust Agreement, in whole or in part, or to designate the persons who shall possess or enjoy the Trust Estate.

## ARTICLE 5

### COOPERATION REGARDING BENEFITS ELIGIBILITY

The Trustee may cooperate with the Beneficiary, the Beneficiary's conservator, guardian, or legal representative to seek support and maintenance for the Beneficiary from all available resources.

Should the trustee desire to determine whether the existence of this trust or its operation has the effect of rendering the Beneficiary ineligible for any program of public benefits, the Trustee may initiate action regarding eligibility of INJURED CHILD/PERSON for any such program of public benefits, which may include inquiries, administrative proceedings, or judicial proceedings. All costs incurred by the trustee, including reasonable attorney fees, shall be charged to the trust.

The Trustee is directed to defend, at the expense of the trust, all contest or attacks of any nature against the trust.

## ARTICLE 6

### PREFERENTIAL RIGHTS OF LIFE BENEFICIARY

The Trustee may distribute all income and/or principal of the trust to provide for the supplemental care of the life Beneficiary, exhausting the trust, without regard to the interests of any remainder beneficiary. In carrying out the provisions of this trust, the trustee shall be mindful of the probable future special and supplemental needs of the beneficiary, but not of the remainder beneficiaries. The primary purpose of the trust is to increase the choices available to the lifetime beneficiary, INJURED CHILD/PERSON, so that the comfort and personal dignity of the beneficiary are enhanced by trust distributions.

## ARTICLE 7

### TRUST DISTRIBUTIONS

7.1 SUPPLEMENTAL NEEDS. The trustee may make distributions for the benefit of INJURED CHILD/PERSON, of so much, or all, of the trust estate as the trustee in its sole and absolute discretion determines to be advisable from time to time. Distributions may be made from both income and principal of the trust. Any income of the trust not so distributed shall be added annually to the principal.

The purpose of the trust is to provide for supplemental care for INJURED CHILD/PERSON, and the following non-support items are illustrative, but in no way restrict the

discretion of the trustee:

**draft this for the specific beneficiary!**

Therapy at innovative institutions such as the **NOMC Euro Peds, North Oakland Medical Center** [BE SPECIFIC IF FAMILY WANTS SOME COOL PROGRAM TO BE PAID FOR, AND MEDICAID DOES NOT PAY]

Transportation including the cost of plane, taxi, bus pass, companion expenses to facilitate travel

for therapeutic purposes

Adaptive equipment and special shoes

Modification of residence to permit access, improve functional ability

Telecommunication and television expenses, including telephone, computer and/or cable equipment and services

Physical skills training recommended by therapists, including swimming classes and equipment

Private Case Management to Assist the Beneficiary, or to aid the Trustee in the Trustee's duties

Prescription medications and medical equipment not covered by the increasingly rationed private and public benefit health coverage plans

Over-the-counter medications or personal care products helpful to relieve discomfort and/or increase functioning and quality of life

Nutritional supplements, special diet items recommended by therapists

Adaptive furniture and equipment to increase functional abilities

Computer equipment & supplies, internet access costs

Education expenses, including tutoring for bricks and mortar or internet/distance learning and support groups; tuition, books and course materials

Medical, dental or diagnostic treatment, including experimental treatment, for which there are not funds otherwise available (for example, the treatment may not be deemed "medically necessary" by the medical care review mechanisms in public or private benefit/insurance systems, or there may be too few providers willing to accept the Medicaid or Medicare reimbursement rate for their medical services, so that access to a provider is effectively impossible, or substantially delayed)

This list is intended to be illustrative and not inclusive of all kinds of non-support disbursements that would be appropriate for the Trustee, in his or her sole and absolute discretion, to make.

7.2 PURCHASE OF EXEMPT ASSETS AND TRANSFER TO BENEFICIARY. The Trustee may purchase items that would be considered "exempt" assets for purposes of public benefit law, such as personal household items, transportation devices, or medical equipment.. The Trustee may, in the Trustee's sole and absolute discretion, distribute such exempt items to the Beneficiary. Once distributed, such items are free of trust and the Trustee need not further account for the distributed items; the Trustee should report such in-kind distributions in the following regular accounting.

## ARTICLE 8

### TAX PURPOSES

All gifts made to this trust shall be completed gifts for federal gift tax purposes. The assets of this trust shall be excluded from a donor's gross estate, and that of a donor's spouse, for federal tax purposes.

## ARTICLE 9

### SPENDTHRIFT/NONASSIGNMENT/DEPENDENTS

9.1 PROTECTIVE PROVISIONS. This trust is a purely discretionary non-support spendthrift trust. None of the principal or income of the trust estate or any interest therein shall be anticipated, assigned, encumbered, or be subject to any creditors' claims or to any legal process. This Trust and its corpus are to be used only for the supplemental care of the Beneficiary. No part of the Trust Estate shall be construed to be part of the Beneficiary's estate, or be subject to the voluntary or involuntary creditors of the Beneficiary. No Beneficiary shall have the power to sell, assign, transfer, encumber, or in any other manner anticipate or dispose of the Beneficiary's interest in the trust or the income produced thereby, prior to its actual distribution by the Trustee for the benefit of the Beneficiary in the manner authorized by this agreement. No Beneficiary shall have any assignable interest in any trust created under this agreement or in the income therefrom. Neither the principal nor the income shall be liable for any debts of the Beneficiary.

9.2 CLAIMS OF PROVIDER OF SERVICES. Because this trust is to be conserved and maintained entirely for the special care of INJURED CHILD/PERSON, no part of the trust estate shall be construed as part of the Beneficiary's estate prior to death, or be subject to claims for the provision of care and services, including residential care, by any private or public entity, office, department or agency of any state, or of the United States or any other governmental agency. The Trustee shall deny any request by any public or private entity to disburse trust funds for medical, support, or other care that such entity has the obligation to provide to the trust Beneficiary.

**9.3 NO SUPPORT OF DEPENDENTS. The Trustee shall in no event make distributions for the support of INJURED CHILD/PERSON's dependents, and this trust is not available for such dependent support.**

**NOTE: this trust to work has to be for the sole benefit of the sick Lifetime beneficiary, and NOT FOR SPOUSE, KIDS, AND OTHER FAMILY MEMBERS. So in implementation, NOTE THIS FOR FAMILY.**

## ARTICLE 10

### TERMINATION

10.1 TERMINATION EVENT; REMAINDER BENEFICIARIES. On the exhaustion of the trust corpus by distributions, or upon the death of INJURED CHILD/PERSON, whichever first occurs, this trust shall terminate and all remaining trust assets, including accrued and undistributed income from the trust, shall be distributed to the remainder beneficiary, the **United Cerebral Palsy (UCP), for research purposes.???**  
**[ alternative] children of the life beneficiary, namely NAME 1 and NAME 2 IN EQUAL SHARES, SHARE AND SHARE ALIKE.**

The remainder beneficiaries are referred to as “residual beneficiaries” in the Social Security Administration program operation manual system (POMS) regarding trusts.

10.2 WINDING UP AFFAIRS OF TRUST. At termination of this trust, the Trustee shall wind up the affairs of the trust before distribution, paying for administrative costs and for preparation of the final fiduciary tax return. After winding up the trust, the Trustee shall distribute the remainder, if any, as provided above.

10.3 TERMINATION AND TAXES. The Trustee has absolute discretion to make distribution in cash or in specific property, and to cause any share to be composed of property different in kind from any other share, and to make prorata and non-prorata distributions, without regard to any difference in tax basis of the property and without the requirement of making any adjustments among the remaindermen. The Trustee shall have the sole discretion to claim any tax deductions useful to the taxation of the living trust and to make any other election or decision available under any federal and state tax laws, regardless of the effect on any Beneficiary or on any interest passing under this trust or outside this trust, with or without adjustment between income and principal among beneficiaries.

10.4 TERMINATION IF NO TRUST BENEFICIARY. If at any time there remains no named or described Beneficiary of this trust, the Trustee shall distribute the remainder of the trust as provided in this article, as if INJURED CHILD/PERSON had died.

10.5 LIFETIME TRUST; NO PERPETUITY. This trust is not perpetual; it is designed to terminate at the death of the lifetime beneficiary.

## ARTICLE 11

### TRUSTEE SUCCESSION AND REMOVAL

11.1 SUCCESSOR TRUSTEES. If the original Trustee, INDEPENDENT TRUSTEE, resigns, SUCCESSOR NONPARENT/INDEPENDENT TRUSTEE shall assume the office of successor Trustee upon written acceptance of the office of Trustee. Any successor Trustee serving after INDEPENDENT TRUSTEE may nominate a successor following the procedure set out in Article 11.2 below.

11.2 NOMINATION OF SUCCESSOR TRUSTEE. In the event the Trustee seeks to or finds it necessary to resign, the trustee may nominate a successor trustee. Should a conservatorship or guardianship has been established for and on behalf of the Beneficiary, any nominated successor trustee, prior to commencing to serve as trustee, must give notice to that conservator or guardian. The successor trustee shall commence to serve as trustee by submitting a written acceptance of the appointment. Should a trustee fail to, or be unable to, nominate a successor trustee, then the probate court having jurisdiction over matters of this trust shall appoint a successor trustee upon a petition of an interested person after twenty (20) days notice to the beneficiary and other interested persons, and after hearing on any objections presented and on consideration of any alternate candidate for trustee proposed by the beneficiary.

11.3 RESIGNATION OF TRUSTEE. A Trustee may resign the Trusteeship at any time. Any resignation shall be in writing and shall become effective only after thirty (30) days from the date of mailing or delivery of written notice to the Beneficiary, the next successor Trustee, if any, and any court in which a protective proceeding for the beneficiary has been established. If notice is mailed, the thirty (30) day period begins to run upon deposit of the notice in the mail addressed to the person's last address known to the Trustee.

11.4 TRUSTEE NOTIFICATION UPON RESIGNATION. The Trustee shall give written notice of resignation to INJURED CHILD/PERSON, to the next nominated successor Trustee, and to any guardian or conservator appointed for the beneficiary. The Trustee may (but is not required to) give notice of the reasons for the resignation to these persons, or to any other interested person or public or private agency authorized to act for the protection of a Beneficiary.

11.5 REMOVAL OF TRUSTEE. Any interested person may petition a court with jurisdiction over the trust for removal of a Trustee, and Oregon law shall apply to such a proceeding.

11.6 TRANSFER TO SUCCESSOR TRUSTEE. Upon acceptance of the Trustee office in writing, and subject to the limitations set forth in paragraphs 11.2, 11.3, 11.4, and 11.5 of this Article 11, a successor Trustee shall succeed to all rights, powers, and duties of the Trustee without any conveyance or transfer. All right, title, and interest in the trust property shall immediately vest in the successor Trustee upon execution of the written acceptance of the office. The prior Trustee shall execute any documents deemed advisable by the successor Trustee to acknowledge transfer of the existing trust property to the successor Trustee, and shall immediately transfer any property to the possession and control of the successor Trustee without warranty. A successor Trustee shall not have any duty to examine the records or actions of any former Trustee and shall not be liable for the consequences of any act or failure to act of any



former Trustee.

## ARTICLE 12

### BOND, TRUSTEE LIABILITY

12.1 NO TRUSTEE BOND REQUIRED. A trustee named herein may serve without bond.

12.2 TRUSTEE LIABILITY. No Trustee shall be liable for any loss of trust assets, except for loss caused by the Trustee's bad faith or gross negligence.

12.3 CONSULTATION WITH AGENCIES. The Trustee may seek the counsel and assistance of the Beneficiary's guardian or conservator, if any, and any public or private agencies that have been established to assist the handicapped or disabled in similar circumstances. The Trustee may consult these entities to aid the Beneficiary, or the Beneficiary's guardian or conservator, as appropriate, in identifying programs that may be of social, financial, and/or developmental assistance to the Beneficiary. The cost, if any, of such consultation may be charged to the Trust Estate.

12.4 TRUSTEE DISCRETION ABSOLUTE. The Trustee's discretion in choosing among particular distributions is final as to all interested parties, even if the Trustee elects to make no distributions whatsoever. No judge or any other person should substitute that person's judgment for the judgment of the Trustee.

12.5 INDEMNIFICATION. The Trustee may require indemnification to the Trustee's satisfaction, at the cost of the trust, before accepting the trust or taking any step authorized hereunder.

## ARTICLE 13

### AMENDING THE TRUST

13.1 TRUSTEE AMENDMENT. The Trustee may amend the trust to conform with later changes in federal or state law to better effect the purposes of the trust, but no trust amendment shall permit the Settlor, a donor, or the beneficiary to exercise control over the trust, or to gain control over the trust funds and distribution. No trust amendment shall alter the lifetime or remainder beneficiaries. The Trustee shall disclose any trust amendment to the beneficiary, and any guardian or conservator for the beneficiary, within thirty (30) days of such amendment and shall further disclose such amendment in the next regular accounting.

13.2 COURT AMENDMENT. An interested person may apply to an Oregon Court with jurisdiction over the trust for authority to amend the trust to better effect the purposes of the trust. The applicant shall give notice of the proposed amendment to other interested persons.

## ARTICLE 14

### TRUST ADMINISTRATION

14.1 **UNDISTRIBUTED INCOME.** Income accrued or undistributed at the termination of a Beneficiary's interest in a trust shall be added to and become part of the principal of the trust.

14.2 **PRINCIPAL AND INCOME.** The Trustee may allocate items of income or expenditure to either income or principal and create reserves out of income all as provided by law, and to the extent not so provided, to allocate to income or principal or create reserves on a reasonable basis. The fiduciary's decision made in good faith with respect thereto shall be binding and conclusive upon all persons.

14.3 **ACCOUNT.** **Once each year the Trustee shall account to the Beneficiary, the successor trustees named herein, and to the Beneficiary's legal representative or guardian, if any. In the account, the Trustee shall report any change in the Beneficiary's eligibility for public benefit programs. The statement of account shall include a description of the operations in the reporting period, showing receipts, disbursements, investment transactions, distributions of both principal and income since the last statement of account and an inventory of current trust assets. The statement of account shall be deemed to have been furnished to the person entitled thereto when it has been placed in the United States Mail addressed to that person at the person's last known address even if that person is under a legal disability. Copies of documents evidencing ownership of assets in the name of the trust, and a copy of the most recently filed trust tax return shall be attached to the accounting. The court may require the trustee to submit to a physical inspection of the trust property in the control of the trustee which inspection may occur at any time and in any manner the court may specify. Donors to the trust or public benefit agencies may request copies of the annual account, which shall be duly provided in a reasonable time.**

14.4 **AVAILABILITY OF RECORDS.** A copy of the trust and the financial records of the trust shall be available for inspection by the trust Beneficiary, the Beneficiary's legal representative (if any), and trust remainder beneficiaries during regular business hours upon five calendar days notice to the Trustee.

14.5 **ADMINISTRATIVE EXPENSES, TRUSTEE COMPENSATION.** The Trustee may receive reasonable compensation for Trustee services and expenses, and reimbursement for the cost advanced to an attorney to set up this trust initially. The compensation allowed shall be reported in the subsequent account. If any Beneficiary or remainderman questions the amount of Trustee compensation, then the Trustee shall determine the compensation rate and average annual fees charged by professional and family Trustees in the Portland metropolitan area for trustees with similar responsibilities and notify the questioner of the rates and annual fees. If the Trustee's compensation rate and average annual fees are within the range shown in the survey,

the Trustee's fees are deemed reasonable.

## ARTICLE 15

### TRUSTEE POWERS

As to each trust created by this instrument, the Trustee shall have all powers conferred on a Trustee by Oregon law as now existing or later amended. In addition, the Trustee shall have the following authority:

15.1 **MANAGE AND DISPOSE OF ASSETS.** The Trustee may manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of part or all of the trust estate in any manner and on any terms the Trustee considers beneficial to the trust estate.

15.2 **RETAIN ASSETS.** The Trustee may retain any property, including nonproductive property, for so long as the Trustee considers retention of potential benefit to the trust estate and the trust beneficiaries.

15.3 **MAKE INVESTMENTS.** The Trustee may invest and reinvest the trust estate in common or preferred stocks, bonds, mutual funds, common trust funds, secured and unsecured obligations, mortgages, and other property, real or personal, which the Trustee considers advisable and in the best interest of the trust estate, whether or not authorized by law for the investment of trust funds. The Trustee may seek professional investment advice, and the costs to the Trustee of this advice shall be a charge against the trust. The Trustee shall promptly notify the court having jurisdiction over the beneficiary's conservatorship if the professional from whom investment advice is sought is related to the trustee, by blood or by marriage, or if the trustee has a financial interest in the company with whom the investment counselor is associated. Further, any sale or encumbrance to a trustee, the spouse, agent or attorney of the trustee, or any corporation or trust in which the trustee has a substantial conflict of interest is voidable unless the transaction is approved by the court after the filing of a motion with the court seeking approval of the transaction.

15.4 **DISCLAIM, ABANDON VALUELESS ASSETS.** The Trustee may disclaim an interest in a potential trust asset, or abandon an asset of the trust, should the Trustee determine that the asset is valueless. Any disclaimer shall be reported in the accounting for the period during which the disclaimer took place.

15.5 **CHANGE SITUS OF TRUST.** The Trustee may change the situs of the trust from time to time.

15.6 **ENGAGE PROFESSIONAL ADVISORS.** The Trustee may engage professional advisors such as attorneys, accountants and investment advisors to assist the Trustee in carrying

out the duties of the office, and may charge the trust estate for the cost of their services. The trustee may be reimbursed for the cost of initial setup of this trust.

15.7 LIFE INSURANCE. The trustee is authorized to acquire every kind of property, real, personal or mixed, including insurance contracts, and every kind of investment including but not limited to acquiring life insurance on the life of any person or persons in whom the trust or any beneficiary shall have an insurable interest. The trustee may, but is not required to, purchase policies on the lives of parents, spouses, and significant domestic associates who provide the beneficiary with significant in-home care, advocacy, or attention.

With respect to life insurance policies held as part of the trust estate:

- (1) The trust may make distributions for premiums, assessments or other charges with respect to such policies together with all other charges upon said policies otherwise required to preserve them as binding contracts.
- (2) In the event the trustee intends not to make distributions for any premiums, assessment or other charge with respect to any such policy held by the trust, or otherwise intends to cancel, convert, or substantially modify such policy, the trustee shall first give the insured, or the guardian and conservator of insured under disability, at least fifteen (15) days advance written notice of its intention to take such action.
- (3) Any amounts received by the trustee with respect to any policy as a dividend shall be treated as principal.
- (4) Upon the receipt of proof of death of any person whose life is insured for the benefit of the trust hereunder, or upon the maturity of any policy payable to the trustee prior to the death of the insured, the trustee shall collect all sums payable with respect thereto and shall thereafter hold such sums as principal of the trust estate, except that any interest paid by the insurer for a period subsequent to maturity shall be considered as income. The trustee shall use its best efforts to collect all sums payable by reason of the death of any person whose life is insured for the benefit of the trust hereunder, or by reason of the maturity of any policy payable to the trustee prior to the death of the insured, but shall not be required to initiate any legal proceeding until indemnified. The trustee shall have no responsibility with regard to any such life insurance policies, or premiums thereon, except as herein provided.
- (5) The trustee may accept any payments due it under any settlement arrangement made both before or after the death of the insured and exercise any right available to it under such arrangements.
- (6) The trustee may compromise, arbitrate or otherwise adjust claims upon any policies, and may, but shall not be required to, exercise any settlement options available under such policies. The receipt of the trustee to the insurer shall be a full discharge, and the insurer is not required to see to the application of the proceeds.

15.8 DO OTHER ACTS. Except as otherwise provided in this instrument, the Trustee may do all acts that might legally be done by an individual in absolute ownership and control of property and which in the Trustee's judgment are necessary or desirable for the proper and advantageous management of the trust estate.

## ARTICLE 16

### GENERAL ADMINISTRATIVE PROVISIONS

16.1 SURVIVORSHIP. A remainder Beneficiary under this instrument shall be considered to survive the lifetime Beneficiary only if the remainder Beneficiary is living thirty days after the date of the lifetime Beneficiary's death.

16.2 DESCENDANTS. "Descendants" means all naturally born or legally adopted descendants of the person indicated.

16.3 ELECTIONS, DECISIONS, AND DISTRIBUTIONS. The Trustee is authorized to make any election or decision available to the trust under federal or state tax laws, to make pro rata or non-prorata distributions without regard to any differences in tax basis of assets distributed, and to make distributions in cash, in specific property, in undivided interests in property, or partly in cash and partly in property. The good faith decisions of the Trustee in the exercise of these powers shall be conclusive and binding on all parties, and the Trustee need not make any adjustments among beneficiaries because of any election, decision, or distribution.

16.4 REPRESENTATIVE OF BENEFICIARY. A conservator of a Beneficiary under legal disability, or if none, the guardian of such person, or if none, the person having the right of custody for an incapacitated Beneficiary, may act for such Beneficiary for all purposes under the administrative provisions of this trust.

16.5 GOVERNING LAW. The validity and construction of this agreement shall be determined under Oregon law regardless of the domicile of any Trustee or Beneficiary, unless the Trustee has changed the situs of the trust.

16.6 CAPTIONS. The captions are inserted for convenience only. They are not a part of this instrument and do not limit the scope of the section to which each refers.

16.8 INTERPRETATION. It is Settlor's primary intent that this trust allow the Beneficiary to qualify for public benefits yet receive help through the trust with supplemental care. All provisions in this instrument shall be interpreted consistent with this intent. All provisions are subordinate to that intent and to be so construed. Any ambiguities or apparent

conflicts under any provisions of this trust shall be resolved in favor of and consistent with the primary intent. In addition, all right, power and discretion of any fiduciary shall not be exercised or exercisable except in a manner consistent with the primary intent.

This agreement is executed this \_\_\_\_ day of \_\_\_\_\_, 2007.

SETTLOR/GRANTOR:

TRUSTEE:

\_\_\_\_\_  
INDEPENDENT TRUSTEE

\_\_\_\_\_  
INDEPENDENT TRUSTEE

STATE OF OREGON        )  
  ) ss.  
County of Multnomah    )

On this \_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me the above named INDEPENDENT TRUSTEE, SETTLOR/GRANTOR, and acknowledged the foregoing instrument to be her voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON        )  
  ) ss.  
County of Multnomah    )

On this \_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me the above named INDEPENDENT TRUSTEE, Trustee, and acknowledged the foregoing instrument to be her voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

ACCEPTANCE BY TRUSTEE

INDEPENDENT TRUSTEE, the initial Trustee in this instrument, accepts the office and responsibilities of Trustee.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
INDEPENDENT TRUSTEE, Trustee

INJURED CHILD/PERSON IRREVOCABLE TRUST  
SCHEDULE A  
PROPERTY TO BE DONATED TO TRUST

This trust is created as a receptacle for contributions from the community, from many individuals, for the sole benefit of INJURED CHILD/PERSON, and the funds collected will be deposited into the bank account for this trust to be set up in the NAME OF BANK, under the tax identification number \_\_\_\_\_ for the trust. The initial res, \$100, was contributed by INDEPENDENT TRUSTEE, Grantor and Settlor.