**Form 6B-1 First Party Special Needs Trust**

[[Text Box Start]]

Maryland Statutory (§1396p(d)(4)(A)) First Party Special Needs Trust

Created by Settlor who is parent, grandparent, legal guardian or the court

Not a countable resource for Settlor, Naming Trustee (other than Settlor)

Beneficiary must be under the age of 65 at the creation of the Trust

[[Text Box End]]

**(*insert name of Beneficiary*)**

**TRUST AGREEMENT**

**THIS IRREVOCABLE TRUST AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_, between by (*insert name of Settlor*), Settlor, (*Settlor relationship to Beneficiary*) of (*insert county of domicile* , hereinafter referred to as “Settlor,” pursuant to 42 U.S.C. § 1396p(d)(4)(A), COMAR 10.09.24.08-2B(6)(a) and COMAR 10.09.24.08-2C, with regard to (*insert Beneficiary name*), a disabled person, as defined in 42 U.S.C. § 1382c(a)(3), COMAR 10.09.24.02B(19) and COMAR 10.09.24.05-4B, hereinafter referred to from time to time as “the Beneficiary” or “(*insert first Beneficiary’s name),”* who is under the age of 65 at the time of execution of this Trust Agreement, and (*insert name of Trustee*), hereinafter referred to as “Trustee.” If at any time there is more than one Trustee serving hereunder, the term “Trustee” used herein in the singular means all Trustees collectively, as well as each Trustee individually.

**I. Trust Name; Compliance with State Regulation**

A.The Trust established under this Agreement shall be known as the (*insert Beneficiary Name*) Trust, written pursuant to 42 U.S.C. § 1396p(d)(4)(A), COMAR 10.09.24.08-2B(6)(a) and COMAR 10.09.24.08-2C.

B. If this Agreement fails to comply with any provision of COMAR 10.09.24.08-2C, the full value of the assets of the trust shall be considered available resources of the trustBeneficiary for Maryland Medicaid eligibility purposes.

**II. Statement of Intention**

**A. Purpose of Trust.**  The Settlor intends that (*insert name of Beneficiary*) receive all government assistance benefits to which Beneficiary would otherwise be eligible or entitled, but for the existence of this Trust and that distributions hereunder, subject to the discretionary powers granted to the Trustee hereinbelow, so as to enhance the Beneficiary’s security, comfort and quality of life and maximize the benefits be made available to Beneficiary. In view of the vast costs involved in caring for a person with disabilities, if this Trust were eroded by creditors, subject to liens or encumbrances or to cause assistance benefits to be unavailable or terminated, it is possible that the Trust assets would be depleted prematurely, in which case there would be little or no funds for emergencies or supplementation of even basic needs. The provisions contained in this Trust Agreement should be interpreted by the Trustee in light of these concerns and the Settlor’s stated intent.

**B. Protection of Beneficiary’s Life, Safety and Security***.* In exercising the discretion granted in this Trust Agreement, the Trustee shall always act to protect the life, safety and security of (*inset name of Beneficiary)*, which is of prime importance in

the administration of this Trust.

**C. Irrevocability of Trust*.*** This Trust Agreement is irrevocable. Neither the Settlor nor the Beneficiary shall have the right or power, whether alone or in conjunction with others, in whatever capacity, to alter, amend, revoke, or terminate this Trust or any of the terms of this Trust Agreement, in whole or in part, or to designate the persons who shall possess or enjoy the Trust Estate, except as is set out in Sections VII and X of this Agreement.

**D. Sole Benefit*.*** All expenditures from this Trust shall be for the sole benefit of the Beneficiary and shall be directly related to the Beneficiary’s healthcare, education, comfort, and support.

**III. Funding of Trust Estate**

**A. Initial Funding***.* The Settlor shall authorize payment to the Trustee, in trust for the benefit of the Beneficiary, of the assets listed on Schedule A.

**B. Additional Funding.** This Trust may be funded with any additions acceptable to the Trustee made by any other party for the benefit of the Beneficiary. Such additions, plus any interest, income, and other accruals received on this corpus, shall constitute the Trust Estate.

**C.** **No Additions to Trust after Age 65***.* Neither the Trustee nor any other party may add to the principal of the Trust after the Beneficiary reaches the age of sixty-five (65).

**IV. Creation of Special Needs Trust to Supplement Public or Other Benefits**

**A. Special Needs and Supplement to Public or Other Benefits or Assistance***.* As used in this Trust Agreement, “special needs” refers to the requisites for maintaining the Beneficiary’s health, education, comfort, safety, support and welfare when, in the sole and absolute discretion of the Trustee, such needs are not being provided or provided adequately by any governmental agency, office or department, non-profit organizations, insurance, or by any other source. The Trustee may supplement the services, benefits, and medical care available to the Beneficiary from any of such sources. However, the Trustee may not supplement Medicaid payments to any health care provider delivering services or goods to the Beneficiary.

**B. Exercise of Discretion Related to Benefits.** While the Trustee is authorized to consider the goods, services, income and other benefits provided by sources such as governmental agencies, offices or departments, non-profit organizations, or by any other public entities, and the financial requirements for the Beneficiary’s eligibility for such benefits, and where appropriate and to the extent possible endeavor to maximize the collection of such benefits, the Trustee may also, in the exercise of the Trustee’s sole and absolute discretion, disregard these other sources when making distributions to, or for the benefit of (*insert name of Beneficiary*). By way of example, and in no way limiting the Trustee’s discretion hereunder, the Trustee may, in the Trustee’s sole and absolute discretion, make distributions to meet the Beneficiary’s need for food, shelter, health care or other personal needs, even if such distributions may result in a reduction of the Beneficiary’s benefits or assistance from a public or private agency, but only if the Trustee determines, in the Trustee’s sole and absolute discretion, (A) that the Beneficiary’s needs will be better met if such distribution is made, and (B) that it is in the Beneficiary’s best interest to suffer the consequent effect, if any, on the Beneficiary’s benefits or assistance from any public or private agency.

**C. Seeking Eligibility for Benefits***.* The Trustee should cooperate with the Beneficiary’s conservator, guardian or legal representative to seek support and maintenance for the Beneficiary from all available resources, including, but not limited to, the Supplemental Security Income Program (SSI); Social Security Disability Insurance, Medical Assistance (Medicaid), Medicare, and any additional, similar, or successor program; and from any private support sources. The Trustee shall not be liable to the Beneficiary or any contingent or remainder beneficiary, or to any State which may have the right to reimbursement hereunder for the failure to identify any or all programs or resources that may be available to the Beneficiary because of BENE POSS disabilities.

**D. Trustee Authorized to Seek Court Protection of Trust Estate***.* In the event the Trustee is requested to release any of the Trust Estate to the Beneficiary, to pay for benefits which public assistance programs are authorized to provide, if not for the existence of the Trust, or in the event the Trustee is requested to petition the appropriate court, or any other administrative agency, for the release of the Trust principal, interest, or income for such purpose, the Trustee is authorized and directed to deny such request, and is authorized, in the Trustee’s sole discretion, to take whatever administrative or judicial steps the Trustee deems necessary to continue public assistance program eligibility for the Beneficiary.

**V. Trust Distributions**

**A. Discretionary Trust***.* During the Beneficiary’s lifetime, the Trustee may pay or apply, for the sole benefit of the Beneficiary, such amounts from the Trust principal and/or income, up to the whole thereof, or none, for the satisfaction of the Beneficiary’s needs as the Trustee, in the Trustee’s sole and absolute discretion, may deem reasonable or necessary, subject to the limitations set out in this Agreement.

**B. Examples of Distributions for the Well-being of the Beneficiary***.* In no way limiting the discretion granted to the Trustee, the Settlor urges the Trustee to consider distributions for such things as education; transportation; private rehabilitative training and personal care attendants; telephone and other communication services; equipment for mobility and comfort; travel, reading, driving and cultural experiences; hair and nail care; pets, including care, training, maintenance and veterinary care; stamps and writing supplies; more sophisticated mental, dental or diagnostic work or treatment for which there are not funds otherwise available; plastic cosmetic surgery or other non-necessary medical procedures; similar requirements that may enhance the Beneficiary’s self-esteem; periodic outings and vacations; electronic equipment or services (such as television, computer, internet or cable equipment or related services).

**C. Payment for Insurance**. The Trustee may pay premium, deductible and co-payment amounts for a health insurance policy covering the Beneficiary. The Trustee may pay premiums to purchase life insurance on the life of one or more individuals upon whom the Beneficiary relies. Trust assets may not be used to pay for a life insurance policy on the life of the Beneficiary. Any life insurance purchased by the Trust must identify the Trust as the only beneficiary of the policy.

**D. Purpose of Distributions**. The examples found in Paragraphs B and C are intended to be illustrative and do not in any way limit the Trustee’s discretion. The Settlor’s objective is that the Beneficiary maintain a level of human dignity and humane care as well as enjoyment of the Beneficiary’s life. The Beneficiary’s health and mental well­being are of the utmost importance. The Trust provisions contained in this Agreement should be interpreted by the Trustee in light of these concerns and the Settlor’s stated intent.

**E. Emergency or Material Change in Circumstances**. If there is any emergency or any other condition which is known to the Trustee and which is reasonably believed to threaten the life, safety or security of (*insert name of Beneficiary*) or any material change in circumstances (for example, a significant change in Beneficiary’s status, or in the laws or regulations affecting Beneficiary, the Trustee has full and unrestricted discretion, subject only to the express limitations of this Agreement, to administer this Trust so as to alleviate the condition and address the change of circumstances.

**F. Contribution to ABLE Account Permitted.** The Trustee may, in the Trustee’s s sole and absolute discretion, contribute to an ABLE Account established for the Beneficiary’s benefit pursuant to Section 529A of the Internal Revenue Code. As there are annual and lifetime limitations to contributions to ABLE Accounts, the Trustee is instructed to ascertain that any contribution made by the Trustee will comply with such limitations prior to making any contribution.

**G. Addition of Income to Principal*.*** Any income of the Trust not distributed shall be added to the principal.

**VI. Spendthrift Trust**

**A. Spendthrift Trust.** This is a discretionary non-support spendthrift trust. With the sole express exception of the reimbursement provisions found at Section VII, Paragraphs C and D, hereinbelow, which are required by federal law and state regulation, none of the principal or income of the Trust Estate or any interest therein shall be anticipated, assigned, encumbered, or shall be construed as part of the Beneficiary’s estate, whether during the Beneficiary’s lifetime or after death, or be subject to the claims of the Beneficiary’s voluntary or involuntary creditors, including any claims for the provision of care and services, including residential care, by any public entity, office, department, or agency of any state or the United States or any governmental agency.

**VII. Trust Termination**

**A. Exhaustion of Trust Estate.** If the Trustee shall determine, in the Trustee’s sole and absolute discretion, that this Trust is not economical to administer due to the high cost of administration relative to the value of the Trust Estate, or that the Beneficiary no longer requires the protections of the Trust, the Trustee may terminate this Trust and distribute the Trust Estate, including undistributed net income, outright to the Beneficiary, or to the Beneficiary’s legal guardian, subject to the reimbursement provisions of Section VII, Paragraphs C and D, hereinbelow.

**B. Invasion of Trust Estate***.*If the principal of this Trust is invaded for any reason, contrary to the Trustee’s discretion, the Trust shall immediately terminate and the Trustee shall distribute the Trust Estate, including undistributed net income, outright to the Beneficiary, or to the Beneficiary’s legal guardian, subject to the reimbursement provisions of Section VII, Paragraphs C. and D, hereinbelow.

**C. Reimbursement for Benefits Paid***.* Upon the death of the Beneficiary, or termination of the Trust for any other reason, the Trustee shall pay from the remaining Trust Estate, including principal and undistributed net income, to all States which have provided medical assistance benefits to the Beneficiary each such State’s proportionate share of the total amount of medical assistance benefits paid on behalf of the Beneficiary by all States, up to the amount of assets remaining in the Trust, except that the Trustee may first pay any administrative expenses and reasonable compensation for the Trustee for trust management, along with reasonable costs associated with the investment, legal or other services, related to maintaining the existence of the Trust or the wrapping up of the Trust, including any taxes due from the Trust to the State or Federal government which arise due to the death of the Beneficiary, subject to the limitations of Md. Code Ann., Est. & Trusts § 14.5-708.

**D. Reimbursement for Benefits Paid from Annuities or Structured Settlements.** The Trust may receive payments from an annuity or a structured settlement that was purchased with funds that are not a part of the Trust only if (A) upon the death of the Beneficiary, all States which have provided medical assistance benefits to the Beneficiary are paid, out of any remaining annuity or settlement payments, their proportionate share of the total amount of medical assistance benefits paid on behalf of the Beneficiary by all States and (B) the Beneficiary’s right to receive payments from the annuity or structured settlement has been assigned irrevocably to the Trust and such assignment was made before the Beneficiary attains the age of sixty-five (65). In the event that, under any such annuity or structured settlement, a court order is required to comply with this requirement, the Trustee is responsible for promptly seeking such an order from the court of competent jurisdiction.

**E. Contingent Trust Beneficiaries***.*After the death of the Beneficiary, in the event that any Trust assets are remaining after payment of the reasonable expenses and the reimbursement to the Maryland Medical Assistance Program (and to the Medical Assistance or Medicaid programs of any other States as may be required) as set forth in this Article, this Trust shall terminate and the Trustee shall pay over and distribute, subject to the provisions of this Trust, all then-remaining principal and undistributed net income, if any, to (insert contingent beneficiary), outright and free of trust.

**F. Payment of Inheritance Taxes Due from Contingent Beneficiaries**. In the event that a distribution to a contingent beneficiary is subject to inheritance or other death taxes, the Trustee may, in the Trustee’s sole and absolute discretion, first deduct such taxes from the distribution to the contingent beneficiary and pay the applicable taxes to the appropriate government entity. The Trustee may exercise this discretionary power without court approval. The Trustee may, in the Trustee’s sole and absolute discretion, deduct any expenses involved in the exercise of this discretionary power from the contingent beneficiary’s distribution.

**G. Limited Power of Appointment**. Notwithstanding the designation at Paragraph VII.E of the contingent beneficiary(ies), the Beneficiary retains the power to appoint by Beneficiary’s Last Will and Testament all assets remaining after payment of the reasonable expenses and the reimbursement to the Maryland Medical Assistance Program (and to the Medical Assistance or Medicaid programs of any other States as may be required) to any person or persons, corporation or corporations, absolutely or in trust, as the Beneficiary may select, providing that the Beneficiary’s Last Will and Testament makes specific reference to this power of appointment and expressly states the Beneficiary’s intention to exercise same. If by six months after the Beneficiary’s date of death, there has been no Last Will and Testament of the Beneficiary admitted to probate and which contains the exercise of this power of appointment, then the provisions for contingent trust beneficiaries made at Paragraph E, hereinabove, shall govern, and the Trustee shall be relieved of any liability for making distributions as provided for in Paragraph E, hereinabove.

**VIII. Resignation, Removal and Succession of Trustee**

**A. Resignation**. Any Trustee may resign by giving thirty (30) days prior written notice to the Beneficiary or Beneficiary’s legal representative.



**B. Removal.** A Trustee shall be deemed unable to continue in Trustee’s capacity as Trustee upon presentation of two (2) medical certificates, dated and signed by two (2) physicians under oath stating that each physician has personally examined or treated the Trustee and further stating that in each physician’s opinion the Trustee is incapable of making or communicating financial decisions. Any interested person, including the Beneficiary, or the Beneficiary’s legal representative, may petition any court of competent jurisdiction for removal or replacement of a Trustee.

**C. Appointment of Co-Trustee.** A Trustee shall have the power to appoint one or more additional Co-Trustees for any purpose or period of time, and may revoke such appointment at the appointing Trustee’s pleasure.

**D. Successor Trustee.** In the event that (*insert name of Trustee )* becomes unable or unwilling to serve or to continue to serve as Trustee, or resigns as Trustee, then (*insert Successor Trustee name*) shall serve as Successor Trustee. If the Successor Trustee is unable or unwilling to serve or to continue to serve as Trustee, then the last serving Trustee shall appoint a Successor. Each Successor Trustee appointed in this manner may in turn appoint a Successor Trustee. This provision shall take effect without court authorization.

**E. Beneficiary Has No Authority in Trust Administration***.* The Beneficiary may not serve as Trustee, Co-Trustee, trust protector, trust advisor, or in any other capacity that would allow the Beneficiary to influence or exercise authority or control over distributions from the trust.

**IX. Authority and Responsibilities of Trustee**

**A. Powers Established in Statutory and Common Law***.*The Trustee may exercise all the powers in Md. Code Ann., Est. & Trusts § 15-102 and Maryland Rules 10-701 *et seq.*, as amended, and at common law, subject to the limitations created in this Trust Agreement, and subject to the duties and principles in Md. Code Ann., Est. & Trusts § 15-502, as amended.

**B**. **Non-Inclusive List of Trustee Powers***.* In addition to those powers conferred by statute and common law, the Trustee is authorized to exercise the powers listed below. This list is intended to be illustrative rather than limiting.

1.To compromise or abandon any claims arising out of, or against the Trust, and the Trustee’s decision in this regard shall be binding and conclusive on all parties, and the Trustee shall not be liable for the proper discharge or compromise of said claims.

2.To invest and reinvest the principal and/or accumulated income in such property and in such manner as the Trustee may decide and to keep on hand such uninvested monies as the Trustee may deem expedient.

3.To employ counsel and other professional advisors, and to determine and to pay such individuals reasonable compensation.

4.To sell Trust property at public or private sale, for cash or upon secured credit or partly for cash and partly for secured credit, and upon such terms and conditions as the Trustee shall deem proper.

5. To sell, mortgage, lease or pledge Trust assets, real, personal or mixed, in such manner as the Trustee deems advisable, including the right to grant options and sell on credit. Any such mortgage, lease or loan agreement entered into by the Trustee shall provide that the mortgage, lease or loan shall immediately terminate and become due and payable upon the death of the Beneficiary or termination of the Trust.

6.To make distributions in cash, or in kind, or both, including undivided interests, even though shares be composed differently, and allocate particular assets or portions thereof to the Beneficiary hereunder, without regard to the income tax basis of such assets, and to assign values to such property according to the Trustee’s best judgment.

7.To accept additions to said Trust by deed or will, subject to the limitations set out in Section III, Paragraph B of this Agreement.

8.To give proxies, to deposit securities with and transfer title to committees representing security holders, and to participate in voting trusts, reorganizations and other transactions involving the common interest of security holders.

9.To maintain, repair, rebuild, improve and otherwise deal with any property of whatever kind, real, personal, or mixed, which may at any time constitute any part of the principal or which is the residence of the Beneficiary.

10.To invest any or all of the principal in mutual funds.

11.To collect the cash surrender value of any insurance policy or dividends on such policy.

12.To purchase life insurance policies covering individuals upon whom the Beneficiary relies for support, provided that the Trust shall be named as the only beneficiary of any such life insurance policy.

13.To purchase annuity contracts, private or otherwise, on the life of the Beneficiary, provided that if the Beneficiary dies before the final payments have been made, all States which have provided medical assistance benefits to the Beneficiary are paid, out of any remaining annuity payments, their proportionate share of the total amount of medical assistance benefits paid on behalf of the Beneficiary by all States. If the Trust owns any annuity under this provision, the Trust must be the sole beneficiary of such policy.

14. The only real property in which the Trust may invest is a single home property, which is used as the residence of the Beneficiary and is titled in the name of the Trust. The Trust may not disburse more than $100,000.00 for the purchase of property without the approval of the state Circuit Court in the jurisdiction in which the Beneficiary resides.

15.To purchase personal property for the Beneficiary provided that any titled property valued at more than $500.00 shall be titled in the name of the trust, except for securities, which may be held in the name of a nominee.

16.To acquire property jointly with another legal entity, providing however that such ownership shall be as tenants in common, and the ownership agreement shall provide that, upon termination of the Trust, the property shall either be sold for fair market value or the other owner shall purchase the Trust’s interest in the property for fair market value.

17. To make loans of Trust assets, providing that the loan is made with security, which may include an interest in real or personal property of at least equivalent value. Loans may be made from the Trust assets only if the loan agreement provides for immediate repayment in the event of the death of the Beneficiary or termination of the Trust for any other reason.

18.To determine, in the Trustee’s sole discretion, whether any payments received constitute income or principal, and whether any disbursements may be made from income or principal.

19.Trust assets may not be used to pay funeral expenses of the Beneficiary after the death of the Beneficiary but may be used during the lifetime of the Beneficiary to purchase an irrevocable funeral or burial contract for the Beneficiary to cover the Beneficiary’s funeral and burial expenses.

**C. Full Consideration Required.**No power enumerated in this Agreement shall be construed to enable any person to purchase, exchange, or otherwise deal with or dispose of the principal or income of this Trust for less than adequate and full consideration in money or monies’ worth.

**D. Professional Counsel and Advice.** The Trustee may seek the counsel and assistance of any professionals and state and local agencies that are established to assist persons with disabilities. The Trustee should use available resources to assist in identifying programs that may be of social, financial, developmental, or other assistance to the Beneficiary. The Trustee shall not in any event, however, be liable to the Beneficiary or the remainder beneficiary or beneficiaries of the Trust or any other party for acts undertaken as Trustee in good faith.

**E. Limitations on Trustee’s Powers.** The Trustee shall not hold any personal interest in Trust assets, use Trust assets for the Trustee’s own benefit, self-deal by selling Trust assets to the Trustees or buying Trust assets from the Trustee, or loan Trust assets to the Trustee. It is acknowledged that if a person shall be both a Trustee and a remainder beneficiary, such person’s remainder interest shall not be construed to be an “interest” for the purposes of this Paragraph. Trust assets may not be held as an ongoing business or enterprise, or as investments in new or untried enterprises. The Trustee may not use Trust assets to make gifts.

**F. Trustee’s Standard of Care.** All decisions made in good faith and with reasonable diligence by the Trustee shall be conclusive and binding on all persons having or acquiring any interest in this Trust. No Trustee shall be liable to any person or government agency for the manner in which any discretion is exercised pursuant hereto, or for the act or omission of any other Trustee, or, unless the Trustee’s conduct amounts to fraud, willful misconduct or gross negligence, for any act or omission of his or her own. If the Beneficiary, or any person or government agency acting on behalf of the Beneficiary, seeks judicial or court intervention by whatever means with regard to the Trustee’s exercise of the Trustee’s discretion hereunder or with regard to any decision made by the Trustee regarding any distribution hereunder, the Trustee is expressly authorized to use the income and principal of the Trust to maintain an appropriate defense to any such action brought by or on behalf of the Beneficiary, including, without limitation, reasonable attorney’s fees, expert witness costs, deposition costs, and court costs. Provided that the Trustee’s conduct does not amount to fraud, willful misconduct or gross negligence, any such defense cost contemplated hereunder may be paid from the Trust Estate by the Trustee without prior approval of a court.

**X. Administrative Provisions**

**A. Reasonable Compensation***.*Any Trustee acting under the terms of this Agreement shall be entitled to reasonable compensation and reimbursement of the costs expended by the Trustee, in accordance with Md. Code Ann., Est. & Trusts § 14.5-708.

**B**. **Annual Accountings.** The Trustee shall provide and maintain annual accountings to the Beneficiary, or Beneficiary’s conservator, guardian or legal representative. Such accountings shall set forth all receipts, payments and distributions during the reporting period and assets held in the Trust at the end of the period. The Trustee shall annually provide a copy of the accounting to the Department of Health, Division of Recoveries and Financial Services at 201 West Preston Street, Baltimore, Maryland 21201.

**C. Limited Right to Amendment***.*The Trustee may amend this Agreement, and such amendment may be retroactive to the inception of this Agreement if so stated in the amendment, so that this Agreement conforms with any regulations that are approved by any governing body or agency relating to 42 U.S.C. § 1396p or related statutes, including state statutes, and including but not limited to COMAR 10.09.24.08-2C, or policies of any federal or state government agency that are consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, the Foster Care Independence Act of 1999, and amendments to such Acts, and with the intention of the Settlor that this Agreement shall be in compliance with said authorities from the inception of this Trust. The Trustee shall send a copy of any such amendments to the Maryland Medical Assistance Program, Division of Recoveries and Financial Services at 201 West Preston Street, Baltimore, Maryland 21201.

**D. Trust Expenses.** All reasonable expenses of establishing, maintaining, administering, and defending this Trust, including but not limited to, reasonable attorneys’ fees, accounting fees, Trustee’s commissions and fees, in accordance with Md. Code Ann., Est. & Trusts § 14.5-708, and costs shall be a proper charge to the Trust. This Trust shall be administered in accordance with Md. Code Ann., Est. & Trusts § 15-502.

**E. Maryland Trust.** This Trust is a Maryland trust, made in that State and is to be governed, construed and administered accordingly to the laws, including valid regulations, of Maryland.

**F. No Bond Required.** The Trustee shall not be required to give any bond or other security for the faithful performance of the Trustee’s duties under this Trust. No Trustee shall be liable for any loss of Trust assets, except for any loss caused by the Trustee’s fraud, willful misconduct or gross negligence.

**F. Rule Against Perpetuities.**The rule against perpetuities shall not apply to this Trust.

**H. Headings.** The enumeration and headings throughout this Trust Agreement are merely for convenience of reference and shall not be used in any way in the interpretation of any of the provisions herein and shall not otherwise have any substantive significance.

**I. Acceptance by Trustee.** The Trustee hereby accepts the Trust herein created and covenants and agrees with the Settlor in consideration thereof that the Trustee will execute the same as herein provided with all due fidelity.

**J. Severability.** If any articles or provisions of the Trust are found to be void or invalid, but the remainder of the Trust is upheld, that part of the Trust which was not adjudicated void or invalid shall be executed without reference to any void or invalid provisions.

**IN WITNESS WHEREOF,** the Settlor and the Trustee have executed this Agreement as of the date and year first hereinabove written.

**WITNESS**: **SETTLOR:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

(i*nsert name of Settlor*)

STATE OF MARYLAND, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TO WIT:

I, the undersigned, do hereby certify that I am a duly commissioned, qualified, and authorized Notary Public in and for the aforesaid State and that (*insert name of Settlor*), who is known to me (or satisfactorily proven), appeared before me this day within the territorial limits of my authority and acknowledged the foregoing Trust Agreement to be (*insert name of Settlor*)’s act.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed my official Seal this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_\_\_\_\_\_

**WITNESS: TRUSTEE:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

(*Insert name of Trustee*)

STATE OF MARYLAND, OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TO WIT:

I, the undersigned, do hereby certify that I am a duly commissioned, qualified, and authorized Notary Public in and for the aforesaid State and that (*insert name of Trustee*), who is known to me (or satisfactorily proven), appeared before me this day within the territorial limits of my authority and acknowledged the foregoing Trust Agreement to be Trustee’s act.

**IN WITNESS WHEREOF,** I have hereunto set my Hand and affixed my official Seal this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_\_\_\_\_\_