

**APPLICATION TO ESTABLISH SUB-ACCOUNT
IN WisPACT, INC. TRUST II
SELF-FUNDED ACCOUNT**

NOTICE

THIS APPLICATION AND RELATED CONTRIBUTION AGREEMENT WILL ESTABLISH AN IRREVOCABLE TRUST ACCOUNT. ESTABLISHING THIS TRUST ACCOUNT HAS POTENTIAL TAX AND PUBLIC BENEFIT EFFECTS FOR THE BENEFICIARY. THE APPLICANT IS STRONGLY ADVISED TO SEEK LEGAL COUNSEL, WITH EXPERTISE IN ESTATE PLANNING FOR PEOPLE WITH DISABILITIES, INCLUDING RELATED TAX ISSUES AND GOVERNMENTAL BENEFITS, ABOUT THE TAX EFFECTS OF ESTABLISHING THIS TRUST ACCOUNT AND THE EFFECT OF PLACING ASSETS IN THIS TRUST ACCOUNT ON THE BENEFICIARY'S ELIGIBILITY FOR PUBLIC BENEFITS. THIS PROFESSIONAL GUIDANCE SHOULD BE SOUGHT BY THE APPLICANT TO ASSIST THE APPLICANT IN PREPARING THIS APPLICATION, THE CONTRIBUTION AGREEMENT AND RELATED DOCUMENTS.

1. The **Trustee** shall be the Trustee named by the Trust Manager, WisPACT, Inc., under WisPACT Trust II. At the time of this application, the Trustee is Chemical Bank.
2. The **Trust Manager** is WisPACT, Inc., a nonprofit corporation, or its successor.
3. Information about the **Sub-Account Beneficiary**:

Name:	
Date of Birth:	
Address:	
Phone:	
Email:	
Social Security Number:	

4. Information about the **Sub-Account Creator**. Complete 4.A. or 4.B.

A. The Sub-Account Creator is the **parent** of the Beneficiary.

Check all that apply: the **grandparent** of the Beneficiary.

the **guardian** or **conservator** of the Beneficiary. *If guardian or conservator, attach court order of appointment.*

Name _____ Address: _____

Phone: _____

Email: _____

B. The Sub-Account Creator is A **court** of competent jurisdiction.

Name of court: _____ Case No. _____

Attach court order to the Application. If the court order covers an item in the Application, state "see court order" under that item.

If the Application is not signed by the Court, the person completing the Application is:

Name of Applicant: _____

Address: _____

Phone Number/E-mail: _____

Relationship to Beneficiary: _____

5. Disability of Beneficiary.

A Sub-Account in WisPACT Trust II may be created only for the benefit of a Beneficiary who has a disability as defined in Article II.E.1. or 2. of WisPACT Trust II. The Beneficiary meets the definition in that:

The Beneficiary is currently eligible for Supplemental Security Income, Social Security Disability or Medical Assistance benefits on the basis of his or her disability.

The Beneficiary has an impairment that would qualify the Beneficiary for eligibility for Supplemental Security Income benefits, if he or she were otherwise eligible for those benefits. *After WisPACT, Inc. receives this Application, the Applicant will be instructed about what documentation to provide about other disability determinations or the impairment to show the Beneficiary meets this definition.*

Nature of Beneficiary's Disability. Check all that apply:

CI (Cognitive Impairment)

MH (Mental Health Disability)

DD (Developmental Disability)

SD (Sensory Disability)

PD (Physical Disability)

Other

Specific diagnoses: _____

6. Designation of **Advisor**.

Any interested and knowledgeable individual or organization, including the Sub-Account Creator, may serve as Advisor. It is recommended willingness to serve be discussed with the prospective designee.

NAME OF INITIAL ADVISOR:

Address, telephone number
and e-mail of Advisor 1

In the event that Advisor 1 is unable to serve, the Sub-Account Creator appoints the following individuals in the order named to serve as Successor Advisors.

NAME OF SUCCESSOR ADVISOR 2:

Address, telephone number
and e-mail of Advisor 2

NAME OF SUCCESSOR ADVISOR 3:

Address, telephone number
and e-mail of Advisor 3

7. Sub-Account **Funding**

It is the intent of the Sub-Account Creator that all assets transferred to the Sub-Account by the Sub-Account Creator or others, now or in future, will be assets of the Beneficiary prior to transfer to the Sub-Account.

The current and planned future funding of the Sub-Account is summarized on the attached Asset Transfer and Sub-Account Designation Record. *All transfers to the Sub-Account must be made by persons who have legal authority to make the transfers.*

8. Distributions upon the Death of the Sub-Account Beneficiary

Upon Beneficiary's death the remaining principal and undistributed income of the Trust shall be distributed as provided in the Contribution Agreement. The Beneficiary's heirs at law at the time of this Agreement are:

Attach an additional list if needed.

Name:	Address
_____	_____
Relationship: _____	_____

Name:	Address
_____	_____
Relationship: _____	_____

Name:	Address
_____	_____
Relationship: _____	_____

Name:	Address
_____	_____
Relationship: _____	_____

Name:	Address
_____	_____
Relationship: _____	_____

9. Acknowledgments by Sub-Account Applicant

The Sub-Account Applicant hereby requests creation of a Sub-Account in WisPACT Trust II.

The Sub-Account Applicant has read and understands the terms of WisPACT Trust II, the Contribution Agreement, and this Application.

The Sub-Account Applicant acknowledges that he or she has been advised that:

Initial each below:

_____ Neither WisPACT, Inc., nor Chemical Bank, can act as the Applicant’s attorney or give him or her legal or tax advice. WisPACT, Inc. strongly recommends that the Applicant seek independent advice as to the legal, tax, and public benefits effects of this trust. The Applicant should seek advice from an attorney experienced in estate planning for people with disabilities at the time this application is completed. The attorney consulted by the Sub-Account Applicant should sign at the end of this application.

_____ The Contribution Agreement is a binding legal document that, upon funding, creates an irrevocable trust, and that property accepted by the Trustee cannot be refunded or used in any way not permitted by WisPACT Trust II.

_____ Fees for a WisPACT Trust II Sub-Account are based on published schedules, that the Applicant has received a copy of the current fee schedules and understands that the Trustee will pay the fees to itself and WisPACT, Inc. from the Sub-Account, and that the Trustee and WisPACT, Inc. have the authority to revise the fee schedules in future.

_____ The Trustee is a financial institution and is not licensed or skilled in the field of social services. The Trustee may rely upon WisPACT, Inc., or organizations or persons recommended by or who contract with WisPACT, Inc. to identify Beneficiary needs and plan for using the Sub-Account to help the Beneficiary. To this end, WisPACT, Inc. requires a basic Individual Beneficiary Plan be developed and periodically updated for the Sub-Account Beneficiary. The Trustee will pay for these services from the Sub-Account. Neither the Trustee nor WisPACT, Inc., is liable for the failure to identify or address needs of the Beneficiary.

_____ The Board of Directors of WisPACT, Inc. selected and may remove the Trustee. This creates a potential conflict of interest with respect to payments by the Trustee to WisPACT, Inc. or other organizations or persons recommended by or who contract with WisPACT, Inc. to provide goods and services to Sub-Account Beneficiaries. Neither the Trustee nor WisPACT, Inc. is liable to the Applicant, the Beneficiary, any remainderman or other party for any act of self-dealing or conflict of interest.

_____ The Sub-Account should only contain assets that belonged to the Beneficiary before the transfer to the Sub-Account. The distribution provisions of Article V will apply to all assets, no matter who owned them before transfer to the Sub-Account.

_____ Policies of public benefit programs may require that transfers to the account be made by a person other than the Beneficiary. The person making the transfer must have legal authority to do so.

_____ It is likely this Sub-Account will be treated as a grantor trust for tax purposes, so that both income held in the Sub-Account and income distributed for the Beneficiary may be counted as income of the Beneficiary for tax purposes.

_____ Laws, regulations and policies governing treatment of trust assets and distributions may change in future, and their application to particular circumstances is not always clear. Neither the Trustee nor WisPACT, Inc. is liable for any loss due to creation of the Sub-Account or to distributions made in good faith.

Dated: _____

Signed: _____
Sub-Account Applicant

10. Attorney's Declaration

I am a licensed attorney and represent

- Check all that apply:*
- the Sub-Account Creator listed in 4.A. of this Application.
 - the person completing this Application for the court listed in 4.B. of this application.
 - the Sub-Account Beneficiary.
 - _____ .

with respect to this application for creation of a Sub-Account in WisPACT Trust II for Beneficiary. I have reviewed the WisPACT Trust II, this Application, and the Contribution Agreement as to form and content and discussed them with my client(s).

Dated: _____ Firm: _____

By: _____

Print Name of Attorney:	Address, telephone number and e-mail of Attorney:
_____	_____

Use the following if a second attorney was involved in the completion of this Application.

11. Attorney's Declaration

I am a licensed attorney and represent

- Check all that apply:*
- the Sub-Account Creator listed in 4.A. of this Application.
 - the person completing this Application for the court listed in 4.B. of this application.
 - the Sub-Account Beneficiary.
 - _____ .

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Dated: _____ Firm: _____

By: _____

Print Name of Attorney:	Address, telephone number and e-mail of Attorney:
_____	_____

