PARTICIPATION AGREEMENT
For
THE MARQUETTE ASSET PROTECTION TRUST

On this _____ day of _____, 20__, the Participant, _____, hereby enrolls in and adopts The Marquette Asset Protection Trust Agreement of Marquette Bank, which is incorporated herein by reference.

The Participant hereby irrevocably assigns and transfers to the Trustee of The Marquette Asset Protection Trust, the property set forth in Schedule A attached hereto for deposit into a Subaccount for the benefit of those individuals or entities herein identified. The Participant acknowledges that this is a legally binding document and that the Participant has retained independent counsel prior to signing this Participation Agreement.

ARTICLE 1:
INFORMATION

1.1 PARTICIPANT'S CONTACT INFORMATION.

The Participant's information is as follows:

Name:	
Address:	
Social Security No.:	Date of Birth:
Work Phone:	Home Phone:
Cell Phone:	
Email:	
City/State of Birth:	
Citizenship:	Alien Registration No.:

ARTICLE 2:
FUNDING

The trust will only accept assets held in sole tenancy. The Participant acknowledges that all funds contributed are held in sole tenancy, and that the Trustee may decline to accept property which is requested to be funded to the Participant's Subaccount.

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ARTICLE 3:
LIFETIME BENEFICIARY

The Participant hereby names the following individuals or entities to receive income of the Subaccount, in equal or unequal proportions, as Lifetime Beneficiaries.

Name:	
Address:	
Social Security No.:	Date of Birth:
Work Phone:	Home Phone:
Cell Phone:	
Email:	
Relationship to Participant:	
Percentage of Distribution:	

Name:	
Address:	
Social Security No.:	Date of Birth:
Work Phone:	Home Phone:
Cell Phone:	
Email:	
Relationship to Participant:	
Percentage of Distribution:	

Name:	
Address:	
Social Security No.:	Date of Birth:
Work Phone:	Home Phone:
Cell Phone:	
Email:	
Relationship to Participant:	
Percentage of Distribution:	

Name:	
Address:	
Social Security No.:	Date of Birth:
Work Phone:	Home Phone:
Cell Phone:	
Email:	
Relationship to Participant:	
Percentage of Distribution:	

(*Note: if you wish to name more than four (4) Lifetime Beneficiaries, please attach an additional list to the Participation Agreement. Any distributions to a deceased Lifetime Beneficiary will pass to the surviving Lifetime Beneficiaries in equal shares.)*

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ARTICLE 4:
DISTRIBUTION UPON DEATH

Pursuant to Paragraph 11.1 of The Marquette Asset Protection Trust Agreement of Marquette Bank, after the death of the Participant, the Trustee shall issue payment of any reasonable expenses for the trust administration and payment for any taxes due from the Trust to the State(s) and/or Federal government due to the death of the Participant.

4.1 REMAINDER BENEFICIARIES.

Funds remaining in the Subaccount after payment of expenses will be paid to the following individuals or entities: (*Participant must select at least one option*):

(_____) Remainder Beneficiaries shall be identical to the Lifetime Beneficiaries appointed in accordance with Article 3 of this Participation Agreement. Any distributions to a deceased Lifetime Beneficiary will pass to the surviving Lifetime Beneficiaries in equal shares, *per stirpes*.

(_____) Remainder Beneficiaries shall be the individuals or entities identified on the attached Schedule B. Any distributions to a deceased Remainder Beneficiary will pass *per stirpes* unless directed otherwise herein by the Participant.

(_____) Remainder Beneficiaries shall be the 501(c)(3) charitable organizations as identified on the attached Schedule E.

4.2 COSTS IN LOCATING BENEFICIARIES.

The Participant acknowledges that the Trustee may incur additional reasonable costs and expenses in locating the Remainder Beneficiaries and said costs and expenses shall be recoverable from the remaining funds in the Subaccount.

4.3 FAILURE TO NAME BENEFICIARY.

If the Participant chooses not to name a Remainder Beneficiary or the Remainder Beneficiary is unable to be located and identified, The Marquette Asset Protection Trust shall be entitled to the remaining assets in the Participant's Subaccount, as part of the Trust's Remainder Share, which shall be contributed to a 501(c)(3) charity or charities, as selected on the attached Schedule E.

4.4 LAPSE.

For the purposes of this Participation Agreement, "lapse" shall mean when a distribution to a Remainder Beneficiary fails because a Remainder Beneficiary pre-deceases the Lifetime Beneficiary, and there are no other eligible heirs, *per stirpes*, of the Remainder Beneficiary to properly accept the distribution.

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If a distribution to a Participant's named Remainder Beneficiary lapses, the lapsed funds shall be distributed equally to the remaining Remainder Beneficiaries, or heirs *per stirpes* thereof, eligible to accept the distribution of funds. If a distribution to all of a Participant's named Remainder Beneficiaries lapses, and there are no longer any Remainder Beneficiaries, or heirs *per stirpes* thereof, eligible to accept the distribution of funds, the lapsed funds shall be retained by The Marquette Asset Protection Trust as part of the Trust's Remainder Share.

4.5 RESERVATION OF RIGHT TO AMEND BENEFICIARY DESIGNATIONS.

The Participant may choose to reserve the right to amend the Remainder Beneficiaries of the Subaccount. The Participant must elect one of the following *(please initial on the line next to the selected option)*:

(_____) The Participant RESERVES the authority to amend the designation of Remainder Beneficiaries.

(_____) The Participant does NOT RESERVE the authority to amend the designation of Remainder Beneficiaries.

ARTICLE 5:
FEES

The Participant acknowledges that the fee schedule, which is attached as Schedule D, is applicable to enrollment in The Marquette Asset Protection Trust.

The Participant also acknowledges that the fees stated in Schedule D are nonrefundable and may be amended from time to time.

ARTICLE 6:
DISBURSEMENTS

6.1 DISCRETIONARY DISBURSEMENTS.

The Participant acknowledges that all disbursements from a Subaccount are discretionary, as determined by the Trustee. As such, the Participant may elect one of the following Discretionary Distribution Standards by which Marquette Bank, as Trustee, shall make distributions to Lifetime Beneficiaries (*please initial on the line next to the selected option*):

(_____) The Participant elects for Marquette Bank, as Trustee of The Marquette Asset Protection Trust, to make distributions of the net income of the Subaccount in equal shares to the Lifetime Beneficiaries. No distribution of principal to any one or more of the Lifetime Beneficiaries is allowable.

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(_____) The Participant elects for any and all income of the Subaccount to accumulate and be held by Marquette Bank, as Trustee, in the Subaccount for the duration of the Subaccount's existence.

6.2 FAILURE TO NAME BENEFICIARY.

If Participant chooses not to select an income distribution standard, Marquette Bank, as the Trustee of The Marquette Asset Protection Trust shall hold any and all income of the Subaccount for accumulation in the Subaccount, for the duration of the Subaccount's existence.

ARTICLE 7:
GUARDIANSHIP

Where the Participant has been adjudicated disabled by a court of competent jurisdiction, and the court approves the participation in this Trust, the court may retain jurisdiction over the Trust and its administration. The Trustee shall accept service and be made party to said proceeding or may execute an applicable waiver of notice.

ARTICLE 8:
MISCELLANEOUS PROVISIONS

8.1 TAXES.

The Trustee makes no representations as to the gift or tax consequences of funding the Trust. If Trust Subaccount income is taxable to the Trust, such taxes shall be payable from the applicable Subaccount.

The Participant has obtained independent legal and tax advice, prior to executing this Participation Agreement.

8.2 GOVERNING LAW.

The Marquette Asset Protection Trust is a Master Trust governed by the laws of Illinois. If there is a conflict between the terms of The Marquette Asset Protection Trust and the governing laws, the law and regulations shall control.

8.3 DISCLOSURE.

The Participant acknowledges that The Marquette Asset Protection Trust may be a Remainder Beneficiary of a portion of the Subaccount established upon the death of the Participant pursuant to above provisions.

ARTICLE 9:
FINAL ACKNOWLEDGMENTS

WHEREAS, the Participant acknowledges that they have retained independent counsel to review the Trust and Participation Agreement prior to execution.

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WHEREAS, the Participant acknowledges that upon execution of the Participation Agreement, acceptance by the Trustee and the funding of the Subaccount, the trust is irrevocable.

WHEREAS, the Participant acknowledges that the laws are ever changing and rules, regulations, and laws regarding governmental benefits are subject to change in the future.

WHEREAS, the Participant represents that they have not been provided nor are they relying on any representation or legal or tax advice by Marquette Bank with respect to executing this Participation Agreement.

WHEREAS, the Participant has been provided with a true and correct copy of The Marquette Asset Protection Trust and this Participation Agreement prior to the signing of this Agreement.

WHEREAS, the Participant acknowledges that they understand the legal, economic, and tax consequences of The Marquette Asset Protection Trust and this Participation Agreement.

IN WITNESS WHEREOF, the undersigned Participant has reviewed and signed this Participation Agreement, as his or her own free act and deed, and understands it and agrees to be bound by its terms, and the Trustee has accepted this Participation Agreement. The parties hereby execute this Participation Agreement to be effective immediately.

_____
Participant's Signature

The State Of _____)
)ss.
County of _____)

This instrument was acknowledged before me by _____
as Participant this _____ day of _____, 20___.

[SEAL]

_____
Notary Public

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ACCEPTED:

Marquette Bank, Trustee

By: _____

Name: _____

Title: _____

The State Of _____)
)ss.
County of _____)

This instrument was acknowledged before me by _____
as Participant this _____ day of _____, 20___.

[SEAL]

_____
Notary Public

CONTACT INFORMATION:

JOHN POWER, VICE PRESIDENT
MARQUETTE BANK
9533 W. 143RD ST
ORLAND PARK, IL 60462
(708) 460-4854

RICHARD M. SCHUMACHER,
FIRST VICE PRESIDENT
9533 W. 143RD ST.
ORLAND PARK, IL 60462
(708) 460-3917

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SCHEDULE A

ASSETS FUNDED TO SUBACCOUNT

The Participant, _____, has initially funded their Subaccount with The Marquette Asset Protection Trust by the following sources:

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SCHEDULE B

REMAINDER BENEFICIARIES

If selected in Paragraph 4.1, funds remaining in the Subaccount after payment of expenses will be paid to the following individuals or entities, and in accordance with the attached Schedule E, if applicable: *(Note: If you wish to name specific 501(c)(3) charitable beneficiaries on Schedule E, such entities must also be included on Schedule B, as Remainder Beneficiaries.)*

Name:	
Address:	
Social Security No.:	Date of Birth:
Work Phone:	Home Phone:
Cell Phone:	
Email:	
Relationship to Participant:	
Percentage of Distribution:	

Name:	
Address:	
Social Security No.:	Date of Birth:
Work Phone:	Home Phone:
Cell Phone:	
Email:	
Relationship to Participant:	
Percentage of Distribution:	

Name:	
Address:	
Social Security No.:	Date of Birth:
Work Phone:	Home Phone:
Cell Phone:	
Email:	
Relationship to Participant:	
Percentage of Distribution:	

Name:	
Address:	
Social Security No.:	Date of Birth:
Work Phone:	Home Phone:
Cell Phone:	
Email:	
Relationship to Participant:	
Percentage of Distribution:	

(*Note: if you wish to name more than four (4) Remainder Beneficiaries, please attach an additional list to the Participation Agreement. Any distributions to a deceased Remainder Beneficiary will pass per stirpes unless directed otherwise herein by the Participant.*)

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SCHEDULE C

PHYSICIAN CERTIFICATION OF COMPETENCY

Participant: _____ Date of Birth: _____

I HEREBY CERTIFY THAT THE PARTICIPANT IS NOT DISABLED, AND SPECIFICALLY, IS "ABLE TO UNDERSTAND THE MEANING AND EFFECT OF THE WORDS COMPRISING DOCUMENTS SUCH AS CONTRACTS, TRUSTS, AND ORDINARY BUSINESS TRANSACTIONS, IS CAPABLE OF MANAGING HIS/HER ESTATE, AND IS ABLE TO COMPREHEND AND TAKE ACTION TO PROTECT HIS/HER OWN INTERESTS."

_____
Physician Name (Print)

_____
Physician Signature

_____
Physician License Number

_____
Date

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SCHEDULE D

FEES

The following fee schedule is applicable to enrollment in The Marquette Asset Protection Trust:

ANNUAL FEES

Base Fee:	$1,100.00
Plus	
Management of Trust Fee, First $500,000:	1.1%
Management of Trust Fee, Corpus Over $500,000:	0.9%
Minimum Annual Fee	$4,400.00

AMENDMENT OF FEES.
The above fees are nonrefundable and may be amended from time to time.

EXTRAORDINARY SERVICES.
Extraordinary services may be separately billed upon order of court or at the Trustee's discretion if not subject to court jurisdiction.

SHAREHOLDER FEES INFORMATION.
The Trustee may from time to time enter into agreements with various mutual funds, their providers or shareholder services companies (the "Funds"), whereby the Trustee receives compensation from the Funds, either directly in the form of shareholder services fees or indirectly in the form of goods and services, in exchange for the Trustee's providing distribution and administrative support services to the Funds.

Shareholder services fees received by the Trustee will not be credited to the Participant's Subaccount and will not reduce the Trustee's fee for its services under this Agreement.

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SCHEDULE E

CHARITABLE BENEFICIARIES

The Participant may provide the name(s) of 501(c)(3) charitable organization(s) to which Marquette Bank, as Trustee, shall contribute any remaining assets in the Participant's Subaccount, pursuant to Paragraphs 4.3 and 4.4 of this Participation Agreement (p*lease initial on the line(s) next to the selected option or options*):

(_____) _____

(_____) _____

(_____) _____

(_____) _____

(Note: if you wish to name more than four (4) charitable organizations, please attach an additional list to the Participation Agreement.)

In the case where a selected charitable entity is no longer in existence at the time of the distribution of funds, as pursuant to Paragraphs 4.3 and 4.4 of this Participation Agreement, the remaining assets in the Participant's Subaccount, as part of the Trust's Remainder Share, shall be contributed to one or more 501(c)(3) charitable organizations of the following type (*Participant must select at least one option*):

(_____) Animal Charities

(_____) Environmental Charities

(_____) International Non-Governmental Organizations (NGOs)

(_____) Health Charities

(_____) Educational Charities

(_____) Arts & Culture Charities

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