

PARTICIPATION AGREEMENT
For
THE THIRD PARTY TRUST FOR PEOPLE WITH SPECIAL NEEDS

On this _____ day of _____, 20__, the Participant, _____, hereby enrolls in and adopts The Third Party Trust for People with Special Needs Agreement of Marquette Bank, which is incorporated herein by reference.

The Participant hereby irrevocably assigns and transfers the Participant's own assets to the Trustee of The Third Party Trust for People with Special Needs, the property set forth in Schedule A attached hereto for deposit into a Subaccount for the benefit of the Lifetime Beneficiary. The Participant acknowledges that this is a legally binding document and that they have been advised to seek 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.:

1.2 LIFETIME BENEFICIARY.

The Lifetime Beneficiary'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.:

1.3 LIFETIME BENEFICIARY'S LEGAL REPRESENTATIVE.

If the Lifetime Beneficiary has a legal representative, including but not limited to legal guardian, agent acting under a durable power of attorney, trustee or representative payee, that person may serve as the Representative for the Lifetime Beneficiary. The Representative agrees to provide such documentation as the Trustee of The Third Party Trust for People with Special Needs deem sufficient to verify information and requests for distributions. The Participant agrees to hold the Trustee harmless for relying on the representations of the Lifetime Beneficiary's Representative.

The Lifetime Beneficiary's Representative's information is as follows (*this person may be the Participant, if applicable*):

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

1.4 SUCCESSOR LEGAL REPRESENTATIVE.

If the Representative listed in Paragraph 1.2 is unable to serve or ceases to serve, the following individuals will act as Successor Representative, in the order listed below:

First Successor Representative's information is as follows:

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

Second Successor Representative's information is as follows:

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

If you wish to name more than two successor representatives, please attach a list of the additional successor representatives in the order you wish for them to serve to this Participation Agreement.

If there are no named Representatives willing and able to serve and the Lifetime Beneficiary is disabled, the Trustee has the authority to petition a court of competent jurisdiction for the appointment of a Guardian for the Lifetime Beneficiary.

ARTICLE 2: FUNDING

The trust will only accept assets held in sole tenancy by the Participant. The Participant acknowledges that the Trustee may decline to accept property which is requested to be funded to the Lifetime Beneficiary's Subaccount.

ARTICLE 3: DISTRIBUTION UPON DEATH

Pursuant to Paragraph 13.1 of The Third Party Trust for People with Special Needs Agreement of Marquette Bank after the death of the Lifetime Beneficiary, the Trustee shall issue 1) payment of any reasonable expenses for the trust administration; and 2) payment for any taxes due from the Trust to the State(s) and/or Federal government due to the death of the Lifetime Beneficiary.

3.1 DISBURSEMENT OF ASSETS.

Any of the Lifetime Beneficiary's remaining Subaccount assets shall be disbursed pursuant to one of the following distribution options, as selected by the Participant (*please initial on the line next to the selected option*):

(_____) The Participant elects to have the assets retained by The Third Party Trust for People with Special Needs as the Trust's Remainder Share.

(_____) The Participant elects to have the remaining amount paid to the Remainder Beneficiaries.

3.2 REMAINDER BENEFICIARIES.

If there are funds remaining in the Subaccount after satisfaction of the payments as directed, the individuals or entities, as identified on the attached Schedule B, will receive the remaining funds.

3.3 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.

3.4 FAILURE TO NAME BENEFICIARY.

If Participant chooses not to name a Remainder Beneficiary or the Remainder Beneficiary is unable to be located and identified, The Third Party Trust for People with Special Needs shall be entitled to the remaining assets in the Lifetime Beneficiary's Subaccount, as part of the Trust's Remainder Share.

3.5 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.

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 Third Party Trust for People with Special Needs as part of the Trust's Remainder Share.

3.6 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 4: FEES

The Participant acknowledges that the fee schedule, which is attached as Schedule D, is applicable to enrollment in The Third Party Trust for People with Special Needs.

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

ARTICLE 5: DISBURSEMENTS

5.1 DISCRETIONARY DISBURSEMENTS.

The Participant acknowledges that all disbursements from a Lifetime Beneficiary's Subaccount are discretionary, as determined by the Trustee or if subject to a guardianship pursuant to court order or a court approved budget.

Prior to making distributions, Marquette Bank, as Trustee, shall consider the following factors:

- (a) Any other available monies of the Lifetime Beneficiary;
- (b) Any benefits received by the Lifetime Beneficiary from any federal, state, local government, agency and/or department;
- (c) The effect the distribution may have on the Lifetime Beneficiary's eligibility and/or receipt of public or private benefits;
- (d) The size of the corpus of the trust;
- (e) The life expectancy of the Lifetime Beneficiary;
- (f) The amount of money requested;
- (g) The purpose for the request; and
- (h) The current and future needs for the Lifetime Beneficiary.

5.2 IDENTIFICATION FOR BENEFITS.

The Participant acknowledges that it is the Participant and/or Participant's Representative who is responsible for identifying and applying for benefits and assistance for a Lifetime Beneficiary.

5.3 SOLE BENEFIT.

The Participant acknowledges that through this Trust, and during the lifetime of the Lifetime Beneficiary, all disbursements from a Lifetime Beneficiary's Subaccount are to be used properly for the sole benefit of the Lifetime Beneficiary, pursuant to Chapter 89, Section 120.388(m)(2)(b) of the Illinois Administrative Code, whereas "sole benefit" means:

- (a) The transfer is arranged in such a way that no person or entity except the specified beneficiary can benefit from the property transferred;
- (b) The transfer instrument or document provides for the spending of the funds involved for the benefit of the person on a basis that is actuarially sound, based on the life expectancy of the person involved;
- (c) The transfer was accomplished via a written instrument of transfer (e.g., a trust document) that legally binds the parties to a specified course of action and clearly sets out the conditions under which the transfer was made, as well as who can benefit from the transfer. A transfer without such a document may not be said to have been made for the sole benefit of

the person since there is no way to establish without the document, that only the specified person will benefit from the transfer.

ARTICLE 6: GUARDIANSHIP

Where the Lifetime Beneficiary 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 7: MISCELLANEOUS PROVISIONS

7.1 TAXES.

The Trustee makes no representations as to whether contributions to the Trust are deductible as charitable gifts or otherwise; as to the gift or tax consequences of funding the Trust; and to whether Trust Subaccount income may be taxable to the Lifetime Beneficiary.

If Trust Subaccount income is taxable to the Trust, such taxes shall be payable from the applicable Subaccount.

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

7.2 GOVERNING LAW.

The Third Party Trust for People with Special Needs is a Master Trust governed by the laws of Illinois. If there is a conflict between the terms of The Third party Trust for People with Special Needs and the governing laws, the law and regulations shall control.

7.3 DISCLOSURE.

The Participant acknowledges that The Third Party Trust for People with Special Needs may be a Remainder Beneficiary of a portion of the Subaccount established upon the death of the Lifetime Beneficiary pursuant to above provisions.

ARTICLE 8: FINAL ACKNOWLEDGMENTS

WHEREAS, the Participant acknowledges that they have been advised to have independent counsel review the Trust and Participation Agreement prior to execution, and if the Participant does not invoke such a right, that her or she voluntarily waives and relinquishes said right.

PARTICIPATION AGREEMENT FOR THE THIRD PARTY TRUST FOR PEOPLE WITH SPECIAL NEEDS

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

PARTICIPATION AGREEMENT FOR THE THIRD PARTY TRUST FOR PEOPLE WITH SPECIAL NEEDS

SCHEDULE A

ASSETS FUNDED TO SUBACCOUNT

The Participant, _____, has initially funded the Subaccount for the Lifetime Beneficiary with The Third Party Trust for People with Special Needs by the following sources, owned by Participant:

SCHEDULE B

REMAINDER BENEFICIARIES

If there are funds remaining in the Subaccount after satisfaction of the payments as directed, the individuals or entities listed below will receive the remaining funds:
(Note: If you wish to name specific 501(c)(3) charitable beneficiaries as Remainder Beneficiaries, such entities must be included on Schedule B.)

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.)

PARTICIPATION AGREEMENT FOR THE THIRD PARTY TRUST FOR PEOPLE WITH SPECIAL NEEDS

SCHEDULE C

PHYSICIAN CERTIFICATION OF DISABILITY

Lifetime Beneficiary: _____ Date of Birth: _____

Diagnosis: _____

Prognosis: _____

I HEREBY CERTIFY THAT THE LIFETIME BENEFICIARY IS DISABLED AND, SPECIFICALLY, IS "UNABLE TO ENGAGE IN ANY SUBSTANTIAL GAINFUL ACTIVITY BY REASON OF ANY MEDICALLY DETERMINABLE PHYSICAL OR MENTAL IMPAIRMENT WHICH CAN BE EXPECTED TO RESULT IN DEATH OR LAST FOR A CONTINUOUS PERIOD OF NOT LESS THAN TWELVE MONTHS." 42 U.S.C. § 1382 (a)(3)(A).

Physician Name (Print)

Physician Signature

Physician License Number

Date

**If possible, please attach the current Award Letter received by the Lifetime Beneficiary from the Social Security Administration.*

PARTICIPATION AGREEMENT FOR THE THIRD PARTY TRUST FOR PEOPLE WITH SPECIAL NEEDS

SCHEDULE D

FEEES

The following fee schedule is applicable to enrollment in The Third Party Trust for People with Special Needs:

ANNUAL FEES

Base Fee:	\$1,100.00
<hr/> <i>Plus</i> <hr/>	
Management of Trust Fee, First \$500,000:	1.1%
Management of Trust Fee, Corpus Over \$500,000:	0.9%
Minimum Annual Fee	\$2,200.00

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.