[Form Approved: OMB No. 3209-0007]

## OFFICE OF GOVERNMENT ETHICS

## Model Qualified Blind Trust Provisions [For use in the case of an irrevocable pre-existing trust]

The model qualified blind trust agreement contained in this memorandum is made available by the Office of Government Ethics to attorneys for their use in drafting proposed trust agreements to be submitted for certification pursuant to section 102(f)(3) and (7) of the Ethics in Government Act of 1978 (Pub. L. 95-521, as amended) and 5 C.F.R. Part 2634(D). (Note especially, 5 C.F.R. §2634.401((c)(2)). Under the statutory scheme, a trust agreement is not permitted to be recognized as creating an efficacious blind trust arrangement for any purpose under Federal law unless it had been certified by the Office prior to its execution. Proposed trust drafts submitted to the Office for consideration must adhere to the language of the model except to the extent, as agreed to by the Office of Government Ethics, that variations are required by the unusual circumstances of a particular case. The certificates of fiduciaries must be executed in the exact form indicated.

It is strongly recommended in any case in which the use of a blind trust is contemplated that the Office be consulted as early as possible. Prospective trustees or their representatives should schedule an appointment with the staff of the Office of Government Ethics for an orientation to the specialized procedures and requirements which have been established by law with respect to blind trust administration prior to the certification of the trust. As a condition of approval by the Office, prospective trustees must exhibit a familiarity with and commitment to the specialized nature of blind trust administration.

For further information, contact the Office of Government Ethics directly: telephone 202-208-8000, fax 202-208-8037.

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3	TRUST AGREEMENT
4	
5	THIS TRUST AGREEMENT is made and entered into this
6	day of,, between Alfred Alpha, whose mailing
7	address is, hereinafter called the
8	First Interested Party; Alice Alpha [note: his mother], whose
9	mailing address is, hereinafter
10	called the Additional Interested Party; such First and Additional
11	Interested Parties hereinafter collectively called the Interested
12	Parties; Betty Beta [note: former wife of deceased father], whose
13	mailing address is, hereinafter
14	called the Additional Beneficiary; George Gamma [note: his
15	<pre>uncle], whose business address is,</pre>
16	hereinafter called the Interested Trustee of the Underlying
17	Trust; Delta National Bank, whose business address is
18	, hereinafter called the Corporate
19	Trustee of the Underlying Trust; and Epsilon National Bank, whose
20	business address is, hereinafter
21	called the Trustee under this Agreement; such Corporate Trustee
22	of the Underlying Trust and Trustee under this Agreement
23	hereinafter collectively called the Independent Fiduciaries.

	4		
1			
2			
3	WITNESSETH		
4			
5	FIRST Interest Party has been appointed by the		
6	to the position of of the		
7	[department or agency], with respect		
8	to which appointment the has given its advice and		
9	consent. To avoid any conflict of interest, or appearance of any		
10	such conflict, which may arise from his duties and powers in such		
11	office and any other office to which he may subsequently be		
12	appointed to the extent provided for by section 102(f)(4) of the		
13	Ethics in Government Act of 1978 (Pub. L. 95-521, as amended)		
14	[hereinafter referred to as the "Act"], the Parties hereby agree		
15	pursuant to section 102(f)(7) of the Act that the Trust Under the		
16	Will of George Alpha for the primary benefit of the First		
17	Interested Party in which (i) the Additional Interested Party		
18	has a life estate, (ii) the Additional Beneficiary has a life		
19	estate, (iii) the Interested Trustee of the Underlying Trust is		
20	the individual trustee, and (iv) the Corporate Trustee of the		
21	Underlying Trust is the corporate trustee, hereinafter called the		
22	Underlying Trust shall be administered as described herein.		
23			
24	The Independent Fiduciaries are eligible entities as		
25	specified in paragraph (a)(2) of 5 C.F.R. §2634.406, which meet		

26 the requirements of paragraph (a)(3) of that section. The

existence of any other banking or client relationship between any interested party and the Independent Fiduciaries is disclosed in annexed Schedule A, and no other such relationship shall be instituted without the prior written approval of the Director of the Office of Government Ethics.

6

7 First Interested Party, therefore, hereby delivers to 8 the Trustee under this Agreement, and such Trustee hereby 9 acknowledges receipt of, the property listed in annexed Schedule 10 B, subject to the provisions of this Trust and the Act, and 11 regulations promulgated thereunder, and other applicable Federal 12 laws, Executive orders, and regulations.

13

14 Further, the Corporate Trustee of the Underlying Trust 15 hereby certifies that the list of the property held in the Underlying Trust as of the date of this Agreement is accurately 16 17 reflected in the annexed Schedule C; and therefore, the 18 Independent Fiduciaries hereby agree that such property is to be held and administered subject to the provisions of this 19 20 Agreement, the powers conferred on fiduciaries by the Underlying 21 Trust which are hereby adopted as powers of the Trustee under this Agreement, the Act, and regulations promulgated thereunder, 22 23 and other applicable Federal laws, Executive orders, and 24 regulations.

25

The primary purpose of this Agreement is to confer on 1 2 the Independent Fiduciaries the sole responsibility to administer the trust and to manage trust assets without the participation 3 by, or the knowledge of, any interested party. This includes the 4 duty to decide when and to what extent the original assets of the 5 б trust are to be sold or disposed of and in what investments the 7 proceeds of sale are to be reinvested. Accordingly, the parties 8 agree as follows:

9

б

10 FIRST: (A) This Agreement shall terminate upon the first to occur of the following -- (1) First Interested Party's ceasing 11 for any reason to serve as and in any other 12 position to which he may have been subsequently appointed in the 13 14 Federal Government and First Interested Party thereafter giving 15 Trustee under this Agreement written notice directing that this Agreement be terminated; or (2) Settlor's death or incompetence. 16 17 The period between the date of this agreement and the termination 18 of the agreement shall be called the "Agreement Term".

19

(B) Notwithstanding Paragraph (A) of this Article
FIRST, this Agreement may in addition be terminated through
revocation. However, such revocation or any amendment of the
terms of this Agreement shall require the prior written approval
of the Director of the Office of Government Ethics, upon a
showing of necessity and appropriateness.

The Independent Fiduciaries in the exercise of their 1 SECOND: 2 authority and discretion to manage and control the assets under 3 this Agreement shall not consult or notify any interested party. 4 None of the assets initially placed in Trust 5 THIRD: (A) 6 hereunder, as listed in annexed Schedules B and C, is prohibited 7 as a holding by any interested party by the Act and regulations 8 promulgated thereunder, and other applicable Federal laws, Executive orders, and regulations. 9 10 11 Each asset listed in annexed Schedules B and C is (B) 12 free of any restriction with respect to its transfer or sale, 13 except as fully described in such Schedules. 14 (C) During the Trust Term, the interested parties 15 16 shall not pledge, mortgage, or otherwise encumber their interests 17 in the property held in trust hereunder. 18 The Independent Fiduciaries shall not knowingly or 19 FOURTH: 20 negligently disclose to the public or to any interested party any 21 information as to the acquisition, retention, or disposition of 22 any particular securities or other property held in trust under 23 this Agreement and the Underlying Trust; except that, the Trustee 24 under this Agreement shall promptly notify the First Interested Party and the Director of the Office of Government Ethics when 25 the holdings of any particular asset listed in annexed Schedule B 26

or C have been completely disposed of or when the value of that
 asset becomes less than \$1,000.

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The income tax return of the trust under this Agreement 4 : HT717 shall be prepared by the Trustee under this Agreement or his 5 6 delegate, and such return and any information relating thereto 7 (other than the income of the trust under this Agreement and the 8 Underlying Trust summarized in appropriate categories necessary to complete an interested party's tax return), shall not be 9 10 disclosed publicly or to any interested party. To effectuate the 11 provisions of this Article FIFTH, the Trustee under this Agreement shall use its best efforts to provide the interested 12 13 party, promptly after the close of each taxable year of the 14 Agreement during the Agreement Term, with that information 15 concerning the Agreement, including information on income, expenses, capital gains and capital losses, which is necessary 16 17 for the interested party to prepare and file tax returns required 18 by the laws of the United States and the laws of any State, district or political subdivision; provided however, that in no 19 event shall the Independent Fiduciaries disclose publicly or to 20 21 any interested party any information whatsoever which might 22 identify the securities or other property which comprise the 23 assets of the trust under this Agreement or the Underlying Trust 24 or identify the securities or other property which have been sold 25 from the assets of such trusts.

An interested party shall not receive any report on the 1 SIXTH: 2 holdings and sources of income of the property held under this Agreement; except that the Trustee under this Agreement shall --3 4 Make quarterly reports of the aggregate 5 (A) market value of the assets representing such interested party's 6 7 interest under the Agreement, 8 (B) Report the net income or loss of from the 9 10 property held under this Agreement and make other reports 11 necessary to enable the interested party to complete an 12 individual tax return required by law (in accordance with Article 13 FIFTH of this Agreement), and 14 15 (C) Provide an annual report for purposes of section 102(a)(1) of the Act of the aggregate amount of the 16 17 income from property held under this Agreement is attributable to 18 the beneficial interest of such interested party, categorized in accordance with the provisions of such section. 19 20 21 A copy of each written communication under this Article SIXTH 22 shall be filed by the Trustee with the Director, Office of 23 Government Ethics, within five days of the date of the 24 communication. 25

There shall be no direct or indirect communication 1 SEVENTH: 2 between an interested party and the Independent Fiduciaries with respect to this Agreement or the Underlying Trust unless the 3 communication is with the Trustee under this Agreement, in 4 writing, and has the prior written approval of the Director of 5 the Office of Government Ethics, and unless it relates only --6 7 8 (A) To a request for a distribution in cash or other unspecified assets of the trust, 9 10 11 To the general financial interest and needs of the (B) interested party (including, but not limited to, a preference for 12 13 maximizing current income or long-term appreciation), or 14 15 (C) To the notification of the Trustee under this Agreement of a law, Executive order, or regulation subsequently 16 17 applicable to the reporting individual which prohibits the 18 interested party from holding an asset, which notification directs that the asset not be held by under this Agreement, 19 20 (D) 21 To directions to the Trustee under this Agreement 22 to sell all of an asset initially placed under this Agreement by 23 an interested party which in the determination of the First 24 Interested Party creates a conflict of interest or the appearance thereof due to the subsequent assumption of duties by the First 25 Interested Party (but any such direction is not required). 26

A copy of each written communication under this Article SEVENTH
 shall be filed by the person initiating the communication with
 the Director, Office of Government Ethics, within five days of
 the date of the communication.

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The interested parties shall not take any action to 6 EIGHTH: 7 obtain, and shall take appropriate action to avoid receiving, 8 information with respect to the holdings of, and the sources of income of, the trust under this Agreement and the Underlying 9 10 Trust, including obtaining a copy of any trust or individual tax 11 return filed by the Independent Fiduciaries or any information relating thereto, except for the reports and information 12 13 specified in Article SEVENTH of this Agreement.

14

15 NINTH: The Independent Fiduciaries shall each file with the Director, Office of Government Ethics, by the May 15th after any 16 17 calendar year during which the Agreement was in existence 18 properly executed Certificates of Compliance in the form prescribed in Appendix B to 5 C.F.R. Part 2634. In addition, the 19 Independent Fiduciaries shall maintain and make available for 20 21 inspection by the Office of Government Ethics, as it may from 22 time to time direct, for the trust under this Agreement and the 23 Underlying Trust, the books of account and other records and tax 24 returns for each taxable year of the Agreement Term.

TENTH: The Independent Fiduciaries shall not knowingly or
 negligently --

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4 (A) Disclose any information to any interested party 5 with respect to this Agreement and the Underlying Trust that may 6 not be disclosed pursuant to any provision or requirement of 7 Title I of the Act (and the regulations thereunder) or this 8 Agreement,

9

(B) Acquire any holding the ownership of which is
prohibited by, or not in accordance with the terms of, this
Agreement,

13

14 (C) Solicit advice from any interested party with 15 respect to this Agreement or the Underlying Trust, which 16 solicitation is prohibited by any provision or requirement of 17 Title I of the Act (and the regulations thereunder) or this 18 Agreement, or

19

(D) Fail to file any document required by Title I ofthe Act (and the regulations thereunder).

22

23 ELEVENTH: The Interested Parties shall not knowingly or 24 negligently --

1	(A) Solicit or receive any information with respect to
2	this Agreement or the Underlying Trust that may not be disclosed
3	pursuant to any provision or requirement of Title I of the Act
4	(and the regulations thereunder) or this Agreement, or
5	
6	(B) Fail to file any document required by Title I of
7	the Act (and the regulations thereunder).
8	
9	TWELFTH [Optional provision]: Subject to such amounts as the
10	Trustee under this Agreement may from time to time reserve for
11	the payment of such income taxes as may be due and payable under
12	this Agreement, and for payment of expenses and compensation as
13	provided for in this Agreement, during the Agreement Term the
14	Trustee under this Agreement shall pay to the Settlor
15	\$ at the beginning of each month.
16	
17	THIRTEENTH: In addition to the rights, duties, and powers
18	conferred upon the Trustee under this Agreement by law, the
19	Independent Fiduciaries under this Agreement shall have the
20	following powers, rights, and discretion with respect to any
21	property held by them under this Agreement:
22	
23	(A) To sell, exchange, or otherwise dispose of the
24	property in such manner and upon such terms as such Independent
25	Fiduciaries in their sole discretion shall deem appropriate;
26	

(B) Except as limited by specific enumeration in this
 Agreement, to invest and reinvest the principal and any
 undistributed income, in property of any kind;

4

5 (C) Except as limited by specific enumeration in this 6 Agreement, to participate in any reorganization, consolidation, 7 merger, or dissolution of any corporation having stocks, bonds or 8 other securities which may be held at any time, to receive and 9 hold any property which may be allocated or distributed to them 10 by reason of participation in any such reorganization, 11 consolidation, merger, or dissolution;

12

13 (D) To exercise all conversion, subscription, voting, 14 and other rights of whatsoever nature pertaining to any such 15 property and to grant proxies, discretionary, or otherwise, with 16 respect thereto;

17

(E) To elect, appoint, and remove directors of any
corporation, the stock of which shall constitute property held
under this Agreement, and to act through its nominee as a
director or officer of any such corporation;

22

(F) Except as limited by specific enumeration in this
Agreement, to manage, control, operate, convert, reconvert,
invest, reinvest, sell, exchange, lease, mortgage, grant a
security interest in, pledge, pool, or otherwise encumber and

1 deal with the property held under Agreement, for purposes of and 2 in behalf of this Agreement to the same extent and with the same 3 powers that any individual would have with respect to his own 4 property and funds;

5

Except as limited by specific enumeration in this 6 (G) 7 Agreement, to borrow money from any person or corporation 8 (including the such Independent Fiduciaries hereunder) and for the purpose of securing the payment thereof, to pledge, mortgage, 9 10 or otherwise encumber any and all such property for purposes of 11 this Agreement upon such terms, covenants, and conditions as it 12 may deem proper and also to extend the time of payment of any 13 loans or encumbrances which at any time may be encumbrances on any such property irrespective of by whom the same were made or 14 15 where the obligations may or should ultimately be borne on such terms, covenants, and conditions as they may deem proper; 16

17

18 (H) To register any property belonging to the trust
19 under this Agreement in the name of its nominee, or to hold the
20 same unregistered, or in such form that title shall pass by
21 delivery;

22

(I) To abandon, settle, compromise, extend, renew,
 modify, adjust, or submit to arbitration in whole or in part and
 without the order or decree of any court any and all claims

whether such claims shall increase or decrease the assets held
 under this Agreement;

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To determine whether or to what extent receipts 4 (J) should be deemed income or principal, whether or to what extent 5 б expenditures should be charged against principal or income, and 7 what other adjustments should be made between principal and 8 income, provided that such adjustments shall not conflict with well-settled rules for the determination of principal and income 9 10 adjustments, or the Uniform Principal and Income Act, if in effect in the State of ; 11 12

13 (K) To determine whether or not to amortize bonds14 purchased at a premium;

15

16 (L) Except to the extent otherwise expressly provided 17 in this Agreement, to make distributions in kind or in cash or 18 partly in each and for such purposes to fix, insofar as legally 19 permissible, the value of any property;

20

(M) To pay such persons employed by the such Independent Fiduciaries to assist them in the administration of this Agreement, including investment counsel, accountants, and those engaged for assistance in preparation of tax returns, such sums as the Independent Fiduciaries deem to be reasonable compensation for the services rendered by such persons. Such

persons may rely upon and execute the written instructions of the such Independent Fiduciaries, and shall not be obliged to inquire into the propriety thereof;

4

5 (N) No person may be employed or consulted by such 6 Independent Fiduciaries to assist them in any capacity in the 7 administration of the Agreement or the management and control of 8 assets held under this Agreement, including investment counsel, 9 investment advisers, accountants, and those engaged for 10 assistance in preparation of tax returns, unless the following 11 four conditions are met --

12

(1) when an interested party learns about such
employment or consultation, the person must sign the Agreement
instrument as a party, subject to the prior approval of the
Director of the Office of Government Ethics,

17

18 (2) under all the facts and circumstances, the person
19 is determined pursuant to the requirements for eligible entities
20 under 5 C.F.R. §2634.406(a)(3) to be independent of any
21 interested party with respect to this trust arrangement,

22

(3) the person is instructed by such Independent
Fiduciaries to make no disclosure publicly or to any interested
party which might specifically identify current assets held under

- this Agreement or those assets which have been sold or disposed
   of from holdings under this Agreement, and
- 3

4 (4) the person is instructed by the Independent
5 Fiduciaries to have no direct communication with any interested
6 party, and that any indirect communication with an interested
7 party shall be made only through the Trustee under this Agreement
8 pursuant to Article SEVENTH of this Agreement;

9

10 (O)Except as specifically limited in this Agreement, 11 to do all such acts, take all such proceedings, and exercise all such rights and privileges, although not otherwise specifically 12 13 mentioned in this Article THIRTEENTH, with relation to any such 14 property, as if such Independent Fiduciaries were the absolute 15 owners thereof, and in connection therewith to make, execute, and deliver any instruments and to enter into any covenants or 16 agreements binding the the property held under this Agreement. 17

18

FOURTEENTH: Notwithstanding the provisions of Article THIRTEENTH of this Agreement, the Independent Fiduciaries shall not acquire by purchase, grant, gift, exercise of option, or otherwise, without the prior written approval of the Director of the Office of Government Ethics, any securities, cash, or other property in addition to that listed in the annexed Schedules B and C, from any interested party.

1 FIFTEENTH: The Independent Fiduciaries shall not at any time 2 be held liable for any action taken or not taken or for any loss 3 or depreciation of the value of any property held under this 4 Agreement whether due to an error of judgment or otherwise where 5 the Independent Fiduciaries have exercised good faith and 6 ordinary diligence in the exercise of its duties such as would 7 have been exercised by a prudent man.

8

19

9 SIXTEENTH: No Independent Fiduciary hereunder shall be
10 required, in any jurisdiction, to furnish any bond or other
11 security, or to obtain the approval of any court before applying,
12 distributing, selling, or otherwise dealing with property.

13

14 SEVENTEENTH: Except as provided in Article SIXTH of this 15 Agreement, the Independent Fiduciaries shall make no accounting to the Interested Parties until the date of termination of this 16 17 Agreement, and, at such time, the Independent Fiduciaries shall 18 be required to make full and proper accounting, and the Trustee under this Agreement shall turn over to the First Interested 19 20 Party all assets of the Agreement then held by it the said 21 Trustee under this Agreement.

22

23 EIGHTEENTH: The Independent Fiduciaries shall be compensated 24 in accordance with the table in the annexed Schedule D, or as 25 provided for by the laws of the State of \_\_\_\_\_\_.

1 The Trustee under this Agreement (and any NINETIETH: 2 substitute or successor) shall have the right, by a duly acknowledged instrument delivered to the First Interested Party 3 to resign as such Trustee in which event the First Interested 4 Party shall designate and appoint a substitute or successor 5 6 Trustee under this Agreement (subject to the prior written 7 approval of the Director of the Office of Government Ethics) in 8 its place and stead, which shall have all of the rights, powers, discretions, and duties conferred or imposed hereunder upon the 9 10 original Trustee under this Agreement.

11

12 Any amendment of the terms of this Agreement, TWENTIETH: 13 including the appointment of a substitute or successor Trustee 14 under this Agreement, shall require the prior written approval of 15 the Director of the Office of Government Ethics, upon a showing of necessity and appropriateness. Any such substitute or 16 17 successor Trustee under this Agreement shall have all of the 18 rights, powers, discretions, and duties conferred or imposed hereunder upon the original Trustee under this Agreement. 19

20

The term "interested party" as used in this Agreement means the First Interested Party, his spouse, any minor or dependent child, the Additional Interested Party, the Interested Trustee of the Underlying Trust, and their representatives. The term does not include the Additional Beneficiary. However, such Additional Beneficiary agrees not to disclose any information

concerning the Underlying Trust or its property to any interested
 parties, as if such Additional Beneficiary were an Independent
 Fiduciary under this Agreement.

	22		
1	The valid	ity, construction, a	nd administration of this
2	Agreement shall be g	governed by the Act	(and regulations
3	thereunder) and the	laws of the State o	f
4			
5	Dated this	day of	,
б			
7	NOTARIZATION		First Interested Party
8	REQUIRED		
9			
10	Dated this	day of	,
11			
12	NOTARIZATION		Additional Interested
13			Party
14	REQUIRED		
15			
16	Dated this	day of	,
17			
18	NOTARIZATION		Interested Trustee of the
19	REQUIRED		Underlying Trust

	23	
1		
2	The above Agreement is accepted this	day of
3	,	
4		
5	NOTARIZATION	Corporate Trustee of the
6	REQUIRED	Underlying Trust
7		By:
8		(title)
9	The above Agreement is accepted this	day of
10	,	
11		
12	NOTARIZATION	Trustee under this
13	REQUIRED	Agreement
14		By:
15		(title)
16		
17		

## Privacy Act Statement

Section 102(f) of the Ethics in Government Act of 1978 as amended (the "Ethics Act"), 5 U.S.C. Appendix, § 102(f), and subpart D of 5 CFR part 2634 of the regulations of the Office of Government Ethics (OGE) require the reporting of this information for the administration of qualified trusts under the Ethics Act. The primary use of the information on the trust instrument prepared based in part upon this model draft document is for review by Government officials of OGE and the agency of the Government employee for whom the trust is being established to determine compliance with applicable Federal laws and regulations as regards qualified trusts. Additional disclosures of the information in the trust document itself may be made: (1) to any requesting person in accordance with the access provisions of section 105 of the Ethics Act (underlying trust information is not generally available under this routine use, except for the list of assets initially placed in trust and statutorily mandated notifications by the trustee of divestitures of initially transferred assets to below \$1,000 in value in the case of a qualified blind trust); (2) to a Federal, State or local law enforcement agency if the disclosing agency becomes aware of a violation or potential violation of law or regulation; (3) to a court or party in a court or Federal administrative proceeding if the Government is a party or in order to comply with a judgeissued subpoena; (4) to a source when necessary to obtain information relevant to a conflict of interest issue; (5) to the National Archives and Records Administration or the General Services Administration in records management inspections; (6) to the Office of Management and Budget during legislative coordination on private relief legislation; and (7) in response to a discovery request or for the appearance of a witness in a pending judicial or administrative proceeding, if the information is relevant to the subject matter. Knowing or willful falsification of information on the trust document prepared from this model draft or failure to file or report information required to be reported under title I of the Ethics Act and 5 CFR part 2634 of the OGE regulations may lead to disqualification as a trustee or other fiduciary as well as possible disqualification of the underlying trust itself. Knowing and willful falsification of information required under the Ethics Act and the regulations may also subject you to criminal prosecution.

## Public Burden Information and Paperwork Reduction Act Statement

This collection of information is estimated to take an average of one hundred hours per response, given the estimated amount of time deemed necessary to structure an actual trust arrangement based in part on this model draft. You can send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Deputy Director for Office of Administration and Information Management, U.S. Office of Government Ethics, Suite 500, 1201 New York Avenue, NW., Washington, DC 20005-3917. <u>Do not</u> send your completed trust document to this address; rather, see the remainder of the instructions to this model draft.

Pursuant to the Paperwork Reduction Act, as amended, an agency may not conduct or sponsor, and no person is required to respond to, a collection of information unless it displays a currently valid OMB control number (that number, 3209-0007, is displayed here and in the upper left-hand corner of the first page of this OGE model qualified trust draft document).