

ENROLLED HOUSE
BILL NO. 1948

By: Perry and Bryant of the
House

and

Rubottom of the Senate

An Act relating to banks and trust companies;
providing definition; providing for certain trust;
defining term; providing form for statutory support
trust; permitting banks or trust companies to
charge reasonable fee; providing for promulgation
of rules; providing for codification; and providing
an effective date.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified
in the Oklahoma Statutes as Section 3010 of Title 6, unless there is
created a duplication in numbering, reads as follows:

A. As used in this section, "statutory support trust" means a
model trust to be used by a bank or trust company for the purpose of
receiving money donated by any person as a public service to assist
the beneficiary of the trust or account in the payment of medical,
financial, educational, humanitarian or other similar needs.

B. A statutory support trust may be substantially in the
following form:

DECLARATION OF TRUST
CREATING THE
(NAME OF BENEFICIARY) SUPPORT TRUST

Whereas, (name of beneficiary) of _____, Oklahoma,
hereinafter referred to as "Primary Beneficiary", is in need of
financial assistance, as a result of the following circumstances,
to-wit: _____

hereinafter referred to as the "Condition of Need"; and

Whereas, (name of Grantor), of _____, Oklahoma, hereinafter
referred to as "Grantor", is desirous of providing assistance to
Primary Beneficiary, primarily to help with expenses incurred in
connection with the Condition of Need, but also to provide generally
for the welfare and security of Primary Beneficiary; and

Whereas, Grantor is the owner of certain property which Grantor
desires at this time to set apart for the use and benefit of Primary
Beneficiary and for the future use and benefit of the other
beneficiaries provided for herein;

Now, therefore, Grantor does irrevocably convey, assign,
transfer and deliver to the Trustee hereinafter named the property
described in Schedule A attached hereto to have and to hold such
property and any other property which the Trustee may hereafter at
any time hold or acquire hereunder (all of which property is
hereinafter referred to collectively as the "Trust estate") in trust
nevertheless, for the following uses and purposes and subject to the
terms and conditions hereinafter set forth.

SECTION I

Appointment of Trustee

1. Grantor hereby appoints (name of trustee), of _____, Oklahoma, as Trustee of this Trust.

2. The Trustee may, by written instrument, signed and acknowledged, resign from office without leave of court at any time and for any reason, and appoint a successor Trustee to act in the place and stead of the Trustee. Should the Trustee fail to appoint a successor Trustee, Grantor may, by appropriate instrument in writing, appoint a successor Trustee. In no event may Grantor be appointed to act as Trustee.

3. Any successor Trustee shall, upon the acceptance of the office by written instrument signed and acknowledged by the Trustee, have the same powers, rights and duties, and the same title to the Trust estate as did the Trustee's predecessor as Trustee.

4. No Trustee shall be required to furnish any bond or surety. No Trustee shall be responsible or liable for the acts or omissions of any predecessor Trustee or of a custodian, agent, depositary or counsel selected with reasonable care.

5. As used herein, the term "Trustee" shall include not only the original Trustee but also any successor Trustee.

6. In the case of any Trustee which is a bank, trust company or association authorized to exercise general trust powers, references to such entity shall include its successor or successors or any bank, trust company or association with which it or its successors may become merged or consolidated.

7. The Trustee shall have the power and authority with respect to the Trust estate, shall be charged with the duties and obligations, and shall be subject to the limitations and restrictions hereinafter set forth.

SECTION II

General Provisions Relating to Trust

1. With respect to the management of the Trust, the character of and the manner of making investments and reinvestments of Trust funds, the sale, conveyance or transfer of Trust property and the powers and duties of the Trustee, the provisions of the Oklahoma Trust Act now in force and the provisions of investments by Trustees, Sections 161 through 163 of Title 60 of the Oklahoma Statutes, shall govern except as they may be modified or limited by the provisions of this Trust. Repeal or amendment of the statutes shall not change the powers and duties of the Trustee hereunder, but the provisions of such statutes existing on the date this Trust is executed, except as herein modified or limited, shall continue in effect with respect to all property which may come into the hands of the Trustee, whether such property has a situs within or without the State of Oklahoma.

2. Except as provided in paragraph 2 of Section IV hereof, each beneficiary is hereby prohibited from anticipating, encumbering, assigning or in any other manner disposing of the interest of the beneficiary in either principal or income and is without power so to do; nor shall such interest be subject to the liabilities or obligations of the beneficiary, nor to attachment, execution or other legal process, bankruptcy proceedings or claims of creditors or others.

3. The Trustee shall keep books of account showing all transactions relating to the Trust estate, and shall also in each year furnish to each beneficiary currently receiving distributions therefrom, or to any attorney-in-fact acting on the behalf of the beneficiary, or to the guardian of the beneficiary if a guardian has been appointed, a statement showing how the Trust estate is invested

and all transactions relating thereto subsequent to the last preceding account rendered.

4. Whenever distribution of income or principal is to be made under the terms of this Trust to a minor or other person under a legal disability of any nature, the Trustee, in the Trustee's sole discretion, may make such distributions to others for the benefit of such minor or such legally disabled person without the intervention of a guardian.

5. The powers, duties and responsibilities herein set out shall not be deemed to exclude other implied powers, duties or responsibilities not inconsistent therewith.

6. The compensation of the Trustee for services rendered to the Trust shall be reasonable and commensurate with the compensation for like services ordinarily and customarily paid in the community where the service is rendered.

7. The Trustee shall have all of the foregoing powers and duties during the term of this Trust and thereafter until final distribution of the Trust.

SECTION III

Additions to Trust Estate

Grantor or other persons from time to time by inter vivos or testamentary transfers may add property to the Trust estate. The receipt of the Trustee for such property shall constitute acceptance thereof by the Trustee.

SECTION IV

Provisions Relating to Distributions of Income and Principal

1. During the term of this Trust the Trustee shall pay to or for the benefit of Primary Beneficiary so much or all of the income and principal of the Trust as the Trustee determines, in the Trustee's sole discretion, to be necessary or advisable for the health, maintenance, support, education and welfare of Primary Beneficiary, after giving primary consideration to Primary Beneficiary's Condition of Need and after consulting with Primary Beneficiary and any one or more of the following members of Primary Beneficiary's family or community, to-wit:

_____ ; _____ ; and

_____. The Trustee shall have no liability or responsibility, either to Grantor or any other donor to this Trust, or to Primary Beneficiary, for relying on information provided by Primary Beneficiary or any such consultants, nor shall the Trustee be under any duty to see to the proper application of any funds distributed to, or pursuant to any instructions of, Primary Beneficiary or any of such consultants.

2. Upon the death of Primary Beneficiary, or the determination by the Trustee in the Trustee's sole discretion that Primary Beneficiary's Condition of Need no longer exists, whichever first occurs, this Trust shall terminate and all remaining assets of the Trust shall be distributed as follows:

[] To Primary Beneficiary or, if the Primary Beneficiary is then deceased, to the estate of the Primary Beneficiary;

[or]

[] To such charitable organization or organizations, in such amounts and for such charitable purposes, as shall be selected and determined by Primary Beneficiary by appropriate instrument in writing, or in the absence of such selection and determination, by the Trustee;

3. Whenever any distribution under subsection 2 of this Section IV is required to be made to a beneficiary under the age of twenty-one years, the interest so required to be distributed shall be indefeasibly vested in the beneficiary, but the Trustee may, in the Trustee's sole discretion, retain the assets so distributable until the beneficiary attains age twenty-one or dies, whichever first occurs, and the Trustee may pay the income and principal to the beneficiary in such amounts and from time to time as the Trustee may determine. Upon the beneficiary's attaining the age of twenty-one, the Trustee shall deliver the then remaining principal and undistributed income to the beneficiary. If the beneficiary dies prior to attaining such age, then, on the date of the death of the beneficiary, the Trustee shall deliver the then remaining principal and undistributed income to the estate of the beneficiary. In the alternative, the Trustee may, in the Trustee's sole discretion, transfer such assets to a Custodian for the beneficiary under the Oklahoma Uniform Transfers to Minors Act and specify that the Custodian shall transfer the property to the beneficiary when the beneficiary reaches the age of twenty-one years.

4. As used herein the term "charitable purposes" shall be limited to and shall include religious, charitable, scientific, literary, educational or exclusively public purposes within the meaning of those terms as used in Section 501(c)(3) and Section 170(c)(1) of the Internal Revenue Code, but only such purposes as also constitute public charitable purposes under the law of the State of Oklahoma.

SECTION V

Miscellaneous Provisions

1. Grantor declares that Grantor has been fully advised as to the legal effects of the execution of this instrument and informed as to the character and amount of the property hereby conveyed and further that Grantor has given consideration to the question of whether the Trust herein created shall be revocable or irrevocable, and Grantor now declares that it shall be wholly and completely irrevocable and that Grantor shall not have any right, capacity or power at any time to revoke, terminate, alter or amend any of the provisions hereof.

2. This Declaration of Trust and all of its provisions shall be construed and administered in accordance with the laws of the State of Oklahoma.

3. This Declaration of Trust shall be binding upon the executors, administrators and assigns of Grantor, and the beneficiaries named herein and upon the successors to the Trustee.

4. This Declaration of Trust shall be known as the "[name of beneficiary] SUPPORT TRUST."

IN WITNESS WHEREOF, Grantor has hereunto subscribed Grantor's name this ____ day of _____, 199_.

President of the Senate