

U.S. 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 U.S. 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 subpart D of 5 C.F.R. Part 2634. (Note especially, 5 C.F.R. § 2634.409.) 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 U.S. Office of Government Ethics, that variations are required by the unusual circumstances of a particular case. The fiduciaries' certificates of independence 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 U.S. 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 U.S. Office of Government Ethics directly: telephone 202-482-9300, fax 202-482-9237.

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TRUST AGREEMENT

THIS TRUST AGREEMENT is made and entered into this _____ day of _____, _____, between Alfred Alpha, whose mailing address is _____, hereinafter called the First Interested Party; Alice Alpha [**note: his mother**], whose mailing address is _____, hereinafter called the Additional Interested Party; such First and Additional Interested Parties hereinafter collectively called the Interested Parties; Betty Beta [**note: former wife of deceased father**], whose mailing address is _____, hereinafter called the Additional Beneficiary; George Gamma [**note: his uncle**], whose business address is _____, hereinafter called the Interested Trustee of the Underlying Trust; Delta National Bank, whose business address is _____, hereinafter called the Corporate Trustee of the Underlying Trust; and Epsilon National Bank, whose business address is _____, hereinafter called the Trustee under this Agreement; such Corporate Trustee of the Underlying Trust and Trustee under this Agreement hereinafter collectively called the Independent Fiduciaries.

WITNESSETH

FIRST Interested Party has been appointed by the _____ to the position of _____ of the _____ [**department or agency**], with respect to which appointment the _____ has given its advice and consent. To avoid any conflict of interest, or appearance of any such conflict, which may arise from his duties and powers in such office and any other office to which he may subsequently be appointed to the extent provided for by section 102(f)(4) of the Ethics in Government Act of 1978 (Pub. L. 95-521, as amended) [hereinafter referred to as the "Act"], the Parties hereby agree pursuant to section 102(f)(7) of the Act that the Trust Under the Will of George Alpha for the primary

1 benefit of the First Interested Party in which – (i) the Additional Interested Party has a life estate,
2 (ii) the Additional Beneficiary has a life estate, (iii) the Interested Trustee of the Underlying
3 Trust is the individual trustee, and (iv) the Corporate Trustee of the Underlying Trust is the
4 corporate trustee, hereinafter called the Underlying Trust shall be administered as described
5 herein.

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7 The Independent Fiduciaries are eligible entities as specified in paragraph (a) of 5 C.F.R.
8 § 2634.405 that meet the requirements of paragraph (c) of that section. The existence of any
9 other banking or client relationship between any interested party and the Independent Fiduciaries
10 is disclosed in annexed Schedule A, and no other such relationship shall be instituted without the
11 prior written approval of the Director of the U.S. Office of Government Ethics.

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13 First Interested Party, therefore, hereby delivers to the Trustee under this Agreement,
14 and such Trustee hereby acknowledges receipt of, the property listed in annexed Schedule B,
15 subject to the provisions of this Trust and the Act, and regulations promulgated thereunder, and
16 other applicable Federal laws, Executive orders, and regulations.

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

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26 The primary purpose of this Agreement is to confer on the Independent Fiduciaries the
27 sole responsibility to administer the trust and to manage trust assets without the participation by,
28 or the knowledge of, any interested party or any representative of an interested party. This
29 includes the duty to decide when and to what extent the original assets of the trust are to be sold
30 or disposed of and in what investments the proceeds of sale are to be reinvested. Accordingly,
31 the parties agree as follows:

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

(B) Notwithstanding Paragraph (A) of this Article FIRST, this Agreement may in addition be terminated through revocation. However, within thirty days of dissolution of the Agreement, the interested party shall file a report of the dissolution and a list of the assets held in trust under the Agreement at the time of dissolution, categorized as to value in accordance with 5 C.F.R. § 2634.301(d), with the Director of the U.S. Office of Government Ethics.

(C) The Independent Fiduciaries and the interested parties may amend the terms of this trust agreement only with the prior written approval of the Director of the U.S. Office of Government Ethics and upon a showing of necessity and appropriateness.

SECOND: The Independent Fiduciaries in the exercise of their authority and discretion to manage and control the assets under this Agreement shall not consult or notify any interested party or any representative of an interested party.

THIRD: (A) None of the assets initially placed in Trust hereunder, as listed in annexed Schedules B and C, is prohibited as a holding by any interested party by the Act and regulations promulgated thereunder, and other applicable Federal laws, Executive orders, and regulations.

(B) Each asset listed in annexed Schedules B and C is free of any restriction with respect to its transfer or sale, except as fully described in such Schedules.

1 (C) During the Trust Term, the interested parties shall not pledge, mortgage, or
2 otherwise encumber their interests in the property held in trust hereunder.

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4 FOURTH: The Independent Fiduciaries shall not knowingly and willfully, or negligently,
5 disclose to the public or to any interested party or any representative of an interested party any
6 information as to the acquisition, retention, or disposition of any particular securities or other
7 property held in trust under this Agreement and the Underlying Trust; except that, the Trustee
8 under this Agreement shall promptly notify the First Interested Party and the Director of the U.S.
9 Office of Government Ethics when the holdings of any particular asset listed in annexed
10 Schedule B or C have been completely disposed of or when the value of that asset becomes less
11 than \$1,000.

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

1 SIXTH: An interested party and any representative of an interested party shall not receive
2 any report on the holdings and sources of income of the property held under this Agreement;
3 except that the Trustee under this Agreement shall –

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5 (A) Make quarterly reports of the aggregate market value of the assets
6 representing such interested party's interest under the Agreement,

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8 (B) Report the net income or loss of from the property held under this Agreement
9 and make other reports necessary to enable the interested party to complete an individual tax
10 return required by law (in accordance with Article FIFTH of this Agreement), and

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12 (C) Provide an annual report for purposes of section 102(a)(1) of the Act of the
13 aggregate amount of the income from property held under this Agreement that is attributable to
14 the beneficial interest of such interested party, categorized in accordance with the provisions of
15 such section.

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17 A copy of each written communication under this Article SIXTH shall be filed by the Trustee
18 with the Director, U.S. Office of Government Ethics, within five days of the date of the
19 communication.

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21 SEVENTH: There shall be no direct or indirect communication between an interested party or
22 any representative of an interested party and the Independent Fiduciaries with respect to this
23 Agreement or the Underlying Trust unless the communication is with the Trustee under this
24 Agreement, in writing, and has the prior written approval of the Director of the U.S. Office of
25 Government Ethics, and unless it relates only –

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27 (A) To a request for a distribution of cash or other unspecified assets of the
28 trust,

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30 (B) To the general financial interest and needs of the interested party (including,
31 but not limited to, a preference for maximizing income or long-term capital gain), or

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(C) To the notification of the Trustee under this Agreement of a law, Executive order, or regulation subsequently applicable to the reporting individual that prohibits the interested party from holding an asset, which notification directs that the asset not be held by under this Agreement,

(D) To directions to the Trustee under this Agreement to sell all of an asset initially placed under this Agreement by an interested party that in the determination of the First Interested Party creates a conflict of interest or the appearance thereof due to the subsequent assumption of duties by the First Interested Party (but any such direction is not required).

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

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

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

TENTH: The Independent Fiduciaries shall not knowingly and willfully, or negligently, –

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

(B) Acquire any holding:

(1) directly from an interested party or any representative of an interested party without the prior written approval of the Director of the U.S. Office of Government Ethics, or

(2) the ownership of which is prohibited by, or not in accordance with, Title I of the Act (and the regulations thereunder), the terms of this Agreement, or other applicable statutes and regulations;

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

(D) Fail to file any document required by Title I of the Act (and the regulations thereunder) or this Trust.

ELEVENTH: The Interested Parties shall not knowingly and willfully, or negligently –

(A) Solicit or receive any information with respect to this Agreement or the Underlying Trust that may not be disclosed pursuant to any provision or requirement of Title I of the Act (and the regulations thereunder) or this Agreement, or

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

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TWELFTH [Optional provision]: Subject to such amounts as the Trustee under this Agreement may from time to time reserve for the payment of such income taxes as may be due and payable under this Agreement, and for payment of expenses and compensation as provided for in this Agreement, during the Agreement Term the Trustee under this Agreement shall pay to the First Interested Party \$_____ at the beginning of each month.

THIRTEENTH: In addition to the rights, duties, and powers conferred upon the Trustee under this Agreement by law, the Independent Fiduciaries under this Agreement shall have the following powers, rights, and discretion with respect to any property held by them under this Agreement:

(A) To sell, exchange, or otherwise dispose of the property in such manner and upon such terms as such Independent Fiduciaries in their sole discretion shall deem appropriate;

(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;

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

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

(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;

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

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

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

(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;

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

1 (K) To determine whether or not to amortize bonds purchased at a premium;

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

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7 (M) To pay such persons employed by the Independent Fiduciaries to assist them
8 in the administration of this Agreement, including investment counsel, accountants, and those
9 engaged for in preparation of tax returns, such sums as the Independent Fiduciaries deem to be
10 reasonable compensation for the services rendered by such persons. Such persons may rely upon
11 and execute the written instructions of the Independent Fiduciaries, and shall not be obliged to
12 inquire into the propriety thereof;

13
14 (N) No person may be employed or consulted by such Independent Fiduciaries to
15 assist them in any capacity in the administration of the Agreement or the management and
16 control of assets held under this Agreement, including investment counsel, investment advisers,
17 accountants, and those engaged for assistance in preparation of tax returns, unless the following
18 four conditions are met –

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20 (1) when an interested party or any representative of an interested party learns
21 about such employment or consultation, the person must sign the Agreement instrument as a
22 party, subject to the prior approval of the Director of the U.S. Office of Government Ethics,

23
24 (2) under all the facts and circumstances, the person is determined pursuant to the
25 requirements for eligible entities under 5 C.F.R. § 2634.405(c) to be independent of any
26 interested party with respect to this trust arrangement,

27
28 (3) the person is instructed by such Independent Fiduciaries to make no
29 disclosure publicly or to any interested party or any representative of an interested party that
30 might specifically identify current assets held under this Agreement or those assets which have
31 been sold or disposed of from holdings under this Agreement, and

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

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

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 U.S. 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 or any representative of an interested party.

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

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

1 SEVENTEENTH: Except as provided in Article SIXTH of this Agreement, the
2 Independent Fiduciaries shall make no accounting to the Interested Parties until the date of
3 termination of this Agreement, and, at such time, the Independent Fiduciaries shall be
4 required to make full and proper accounting, and the Trustee under this Agreement shall turn
5 over to the First Interested Party all assets of the Agreement then held by it the said Trustee
6 under this Agreement.

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

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

22
23 The term "interested party" as used in this Agreement means the First Interested Party,
24 the spouse of the First Interested Party, any minor or dependent child, the Additional Interested
25 Party, the Interested Trustee of the Underlying Trust, and their representatives. The term does
26 not include the Additional Beneficiary. However, such Additional Beneficiary agrees not to
27 disclose any information concerning the Underlying Trust or its property to any interested
28 parties, as if such Additional Beneficiary were an Independent Fiduciary under this Agreement.

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The validity, construction, and administration of this Agreement shall be governed by the Act (and regulations thereunder) and the laws of the State of _____.

Dated this _____ day of _____, _____.

First Interested Party

NOTARIZATION
REQUIRED

Dated this _____ day of _____, _____.

Additional Interested Party

NOTARIZATION
REQUIRED

Dated this _____ day of _____, _____.

Interested Trustee of the
Underlying Trust

NOTARIZATION
REQUIRED

1 The above Trust is accepted this _____ day of _____, _____.

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Corporate Trustee of the Underlying Trust

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By:

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(title)

7 NOTARIZATION

8 REQUIRED

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11 The above Trust is accepted this _____ day of _____, _____.

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Trustee under this Agreement

15

By:

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(title)

17 NOTARIZATION

18 REQUIRED

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 C.F.R. part 2634 of the regulations of the U.S. Office of Government Ethics (OGE) require the reporting of this information for the administration of qualified trusts under the 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 disclose the information furnished by the reporting official, in accordance with provisions of section 105 of the Ethics in Government Act of 1978, as amended, to any requesting person.
- 2) To disclose pertinent information to the appropriate Federal, State, or local agency responsible for investigating, prosecuting, enforcing, or implementing a statute, rule, regulation, or order where the disclosing agency becomes aware of an indication of a violation or potential violation of civil or criminal law or regulation.
- 3) To disclose information to another Federal agency, to a court, or a party in litigation before a court or in an administrative proceeding being conducted by a Federal agency, either when the Government is a party to a judicial or administrative proceeding or in order to comply with a subpoena issued by a judge of a court of competent jurisdiction.
- 4) To disclose information to any source when necessary to obtain information relevant to a conflict-of-interest investigation or determination.
- 5) By the National Archives and Records Administration or the General Services Administration in records management inspections conducted under authority of 44 U.S.C. 2904 and 2906.
- 6) To disclose information to the Office of Management and Budget at any stage in the legislative coordination and clearance process in connection private relief legislation as set forth in OMB Circular No. A-19.
- 7) To disclose information to the Department of Justice, or in a proceeding before a court, adjudicative body, or other administrative body before which OGE is authorized to appear, when: OGE; or an employee of OGE in his or her official capacity, or any employee of OGE in his or her individual capacity (where the Department of Justice or OGE has agreed to represent the employee); or the United States (when OGE determines that litigation is likely to affect OGE), is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice or OGE is deemed by OGE to be relevant and necessary to the litigation provided, however, that the disclosure is compatible with the purpose for which such records were collected.

- 8) To disclose the public financial disclosure report and any accompanying documents to reviewing officials in a new office, department or agency when an employee transfers or is detailed from a covered position in one office, department or agency to a covered position in another office, department or agency.
- 9) To disclose information to a Member of Congress or a congressional office in response to an inquiry made on behalf of an individual who is the subject of the record.
- 10) To disclose the information to contractors, grantees, experts, consultants, detailees, and other non-Government employees performing or working on a contract, service, or other assignment for the Federal Government, when necessary to accomplish an agency function related to this system of records.

For additional information please see OGE/GVT-1 Governmentwide Privacy System of Records.

Penalties

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 C.F.R. 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 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: Program Counsel, U.S. Office of Government Ethics, Suite 500, 1201 New York Avenue, NW., Washington, DC 20005-3917. Do not 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).