

## **POWER OF ATTORNEY (LIMITED)**

The undersigned,

[TRUST]

(the "Trust") hereby appoints the Trust Administrator PLANNING GIVING CONCEPTS, INC. (the "Agent"), 10030 Courtwick Circle, St. Louis, MO 63128, through its lawful representatives named in the attached Corporate Resolutions, any one or more of whom are the true and lawful ATTORNEY-IN-FACT of the Trustee of the Trust to act in the stead of the Trustee in the Trustee's dealings with the following entities:

the United States Treasury Department;

the Internal Revenue Service (the "I.R.S.")

any tax commission, tax agency, department of revenue or any other authority of any state or locality having jurisdiction over the Trust (the "State Tax Authorities"); and

the account(s) of the Trustee with [INVESTMENT ADVISORS] (the "Investment Advisors"), or any Investment Advisors of the Trustee as may hereafter be employed by the Trustee.

### **A. GRANT OF POWERS**

The Trustee hereby grants to the Agent the following powers:

1. To direct the Investment Advisor(s) to:
  - a. Liquidate (excluding short sales) stocks, bonds, mutual funds, and any other securities, commodities, or contracts related to the same which are being managed for the Trust by the Investment Advisor(s);
  - b. Prepare and deliver to the Agent, checks written against funds or assets in the Account(s) and payable: (i) to the order of the Trustee for all distributions other than those required to pay the Agent's administrative fees; and (b) to the order of the Agent, solely for the payment of the Agent's administrative fees;
  - c. Deliver securities, commodities and/or other property or

contracts being held for the Trustee of the Investment Advisor(s), or their custodians, to the Agent, the same being registered either in the name of the Trustee or one (or more) of the named Trust Beneficiaries of the Trust, namely [TRUST BENEFICIARIES], at the discretion and pursuant to the direction of the Agent;

- d. Provide a copy of all notices, confirmations, account statements, or demands with reference to the Account(s) to the Agent, such delivery to have the same force and effect as though these communications had been delivered personally to the Trustee; and
- e. Provide the Agent with the following additional information about the Accounts, upon demand:
  - (i) the account number(s) assigned by the Investment Manager(s);
  - (ii) definitions of account transactions codes utilized in statements of account;
  - (iii) any security codes assigned to the Account(s);
  - (iv) the net dollar value of each Account transaction;
  - (v) the number of shares traded in each Account transaction;
  - (vi) the amount of any commissions or other fees paid on each Account transaction;
  - (vii) the lot number (if applicable)
  - (viii) the source/destination (if applicable);
  - (ix) information with respect to cash, surrender, or other values pertaining to life insurance or annuity contracts (if applicable);
  - (x) any other information about the Account(s) required by the Agent, in its sole discretion, to perform its administrative duties with respect to the Trust.

- 2. With respect to the I.R.S., to:

- a. Obtain from the I.R.S. a Taxpayer Identification Number for the Trust;
  - b. Receive confidential information regarding the Trust;
  - c. Prepare information and other tax forms and returns of the Trust including, but not limited to, Federal tax form numbers 1041, 1041-A, 5227, K1 and any other required forms or schedules; and
  - d. Demand that any written communications from the I.R.S. to the Trustee concerning the federal tax and information returns of the Trust be served, mailed or delivered to the Agent with the same force and effect as though they had been delivered personally to the Trustee.
3. With respect to the appropriate State Tax Authority, to:
- b. Receive confidential information regarding the Trust;
  - c. Prepare information and other tax forms and returns of the Trust; and
  - d. Demand that any written communications from such State Tax Authorities to the Trustee concerning the tax and information returns of the Trust be served, mailed or delivered to the Agent with the same force and effect as though they had been delivered personally to the Trustee.
4. To seek appropriate court orders mandating the Investment Advisor(s) or other third parties to perform in accordance with the Agent's instructions hereunder if such Investment Advisor(s) or other third party has refused to comply with the actions taken or instructions given by the Agent.

## **B. LIMITATIONS**

This Power of Attorney (Limited) shall give and grant to the Agent the full power and authority to do and perform each and every act and the thing whatsoever requisite and necessary to be done in and about these premises as fully to all intents and purposes as the Trustee could to if personally present; however, subject to the following limitations:

1. The powers granted in Section A.1 may be exercised by the Agent for the sole purposes of paying trust expenses, distributing Trust income to Trust Beneficiaries, and (when directed to do so by the terms of the Trust and the Trustee) distributing Trust principal to the Trust's charitable remainder beneficiaries; and
2. Checks for the payment of the Agent's administration fees may be ordered by the Agent no more frequently than quarter-annually each year, throughout the term of the trust and the Agent's tenure as Administrator.

In any event, the Agent shall not be liable to the Trustee or any successor in interest to the Trustee for any action taken or not taken in good faith, but shall be liable for any willful misconduct or gross negligence.

### **C. ACKNOWLEDGMENT OF AUTHORITY OF AGENT**

The Trustee acknowledges that the Agent is the Agent of the Trustee and all acts and transactions of the Agent hereunder are solely pursuant to the directions of the Trustee. The Trustee does not consider the Agent to be an agent or representative of the Investment Advisor(s). The Trustee hereby ratifies and confirms any and all orders, instructions, and/or acts of the Agent consistent with this grant or powers heretofore or hereafter given or performed, and executed or complied with, relied upon by the Investment Advisor(s), or the I.R.S., or the State Tax Authorities. This Power of Attorney (Limited) shall continue in full force and effect until revoked pursuant to a written revocation thereof signed by the Trustee and acknowledged. Where multiple Investment Advisor(s) are serving the Trustee, such notice or revocation to one will not be considered notice to all.

### **D. RELIANCE BY THIRD PARTIES**

The I.R.S., State Tax Authorities, and the Investment Advisor(s) are hereby fully authorized to act and rely upon the authority and power vested pursuant hereto in the Agent. All third parties from whom the Agent may request information regarding the trust are hereby authorized and directed to provide such information to the Agent without limitation and are hereby released from any legal liability whatsoever to the trust for complying with the requests of the Agent. The Trustee also agrees to indemnify and hold harmless the Investment Advisor(s) and any third parties, jointly or severally, from any and all claims, damages, causes of action, liabilities, judgments, and suits, including but not limited to any costs and reasonable attorneys' fees, resulting in any way from their reliance upon, and/or joint and/or several actions in accordance with this Power of Attorney (Limited).

**E. GOVERNING LAW**

This Power of Attorney (Limited) shall be governed by and construed in accordance with the laws of the State of Missouri.

If any provision of this Power of Attorney (Limited) is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this Power of Attorney (Limited). The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this Power of Attorney (Limited).

**F. TERMINOLOGY**

Whenever the terms "Investment Advisor" or Investment Advisors" are used herein, they shall mean (by way of example and not limitation) a professional money advisor, registered investment advisor, general partner, life insurance company, open-ended investment company, or any other person (individual or corporate) whom the Trustee has hired to manage and invest the assets of the Trust. Whenever the term, "Account" is used herein, it shall mean (by way of example and not limitation) any brokerage account, trust account, annuity account, life insurance policy, limited partnership, mutual fund, or other types of investments, accounts or contracts into which the Trustee has deposited property of the Trust and granted investment powers over the same of the Investment Advisors.

Dated: [DATE]

\_\_\_\_\_  
[TRUSTEE], Trustee

\_\_\_\_\_  
[TRUSTEE], Trustee

STATE OF \_\_\_\_\_ )  
 )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )  
 )

On \_\_\_\_\_, before me personally appeared [TRUSTEE], to me known to be the \*\*persons/persons\*\* described in and who executed the foregoing Power of Attorney (Limited), and acknowledged that \*\*he/she/they\*\* executed the same as \*\*his/her/their\*\* free act and deed, and further acknowledged that \*\*he/she/they\*\* \*\*have/has\*\* the authority to execute the foregoing Power of Attorney (Limited) on behalf of the Trust.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires: