



ALABAMA FAMILY TRUST

Administering Special Needs Trusts

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AMENDMENT TO INVESTMENT OPTIONS AGREEMENT WITH REPRESENTATIVE AMENDMENT AUTHORITY

The Contributor having previously elected to authorize the currently serving Representative to amend the Investment Options Agreement for the AFT Trust Account for the benefit of the Life Beneficiary, _____, and said currently serving Representative desiring to amend said Investment Options Agreement, the said **REPRESENTATIVE HEREBY CHOOSES THE FOLLOWING ONE AND ONLY ONE INVESTMENT OPTION BY PLACING THE REPRESENTATIVE’S INITIALS NEXT TO THE NEW ALLOCATION SELECTED.**

- 1. **WAVERLY ADVISORS PURE GROWTH ALLOCATION** _____
- 2. **WAVERLY ADVISORS GROWTH FOCUSED ALLOCATION** _____
- 3. **WAVERLY ADVISORS BALANCED ALLOCATION** _____
- 4. **WAVERLY ADVISORS CONSERVATIVELY BALANCED ALLOCATION** _____
- 5. **WAVERLY ADVISORS INCOME FOCUSED ALLOCATION** _____
- 6. **WAVERLY ADVISORS CAPITAL PRESERVATION ALLOCATION** _____
- 7. **VANGUARD LIFESTRATEGY FUNDS – CONSERVATIVE GROWTH** _____
- 8. **VANGUARD LIFESTRATEGY FUNDS – INCOME** _____

The Representative on behalf of the Contributor acknowledges that the Trustee’s Investment Advisor, currently Waverly Advisors, shall cause the Portfolios contained in the above investment classes held by the Trustee’s Custodian to be rebalanced periodically to conform to the allocation decisions of the Investment Committee of the Trustee’s Investment Advisor.

The Representative on behalf of the Contributor acknowledges receipt of a separate schedule of fees and costs for the management of this trust by the Trustee and its Investment Advisor and Custodian.

The Representative on behalf of the Contributor acknowledges that the trust account will be closed if the balance in the account falls below the minimum that may be changed from time to time by the AFT Board of Trustees, which is now and has been \$395.00 for first-party trusts and \$525.00 for third-party trusts since at least 2015, unless additional contributions restore the balance to the minimum.

The Representative on behalf of the Contributor acknowledges that investments in the Model Portfolios are not deposits or obligations of or guaranteed by the Trustee or its Investment Advisor. The Representative on behalf of the Contributor also acknowledges that all Investment Options involve risk, including the possible loss of principal, and that such investments are not insured by the FDIC or any other government agency.

The Representative on behalf of the Contributor also acknowledges that the Alabama Family Trust Corporation, as Trustee, and any Representative serving under the terms of this trust are exempt from liability as provided by law in *Code of Alabama* § 38-9B-7, except for actual fraud or willful misconduct by the Trustee or Representative.

Both parties intending to be bound by the terms herein and accepting and acknowledging the selection of a new Investment Option by the Representative, this Investment Options Agreement is executed by the Representative and the Trustee effective as of the date executed by the Trustee below.

Printed name: _____, **REPRESENTATIVE**

Signature: _____

Date: _____

TWO WITNESSES TO THE REPRESENTATIVE’S SIGNATURE:

First Witness Signature: _____

Printed Name of First Witness: _____

Address of First Witness: _____

Second Witness Signature: _____

Printed Name of Second Witness: _____

Address of Second Witness: _____

ALABAMA FAMILY TRUST CORPORATION, AS TRUSTEE

By _____, as _____

Printed Name: _____ **Date:** _____