

1 HB618  
2 128205-2  
3 By Representative Farley  
4 RFD: Judiciary  
5 First Read: 05-MAY-11

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8 SYNOPSIS: Under existing law, the word donor is used  
9 to refer to a person or entity who contributes  
10 assets to the AFT Trust to establish an account for  
11 a life beneficiary.

12 This bill would replace the word donor with  
13 either contributor, any person who contributes  
14 assets to the account of the life beneficiary, or  
15 settlor, any person who establishes an AFT Trust  
16 account for a life beneficiary.

17  
18 A BILL  
19 TO BE ENTITLED  
20 AN ACT

21  
22 To amend Sections 38-9B-2, 38-9B-3, 38-9B-5, and  
23 38-9B-6, Code of Alabama 1975, relating to the Alabama Family  
24 Trust; to delete the definition of donor, provide further for  
25 the definition of contributor, and to add the term settlor and  
26 provide for its definition.

27 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

1           Section 1. Sections 38-9B-2, 38-9B-3, 38-9B-5, and  
2 38-9B-6, Code of Alabama 1975, are amended to read as follows:

3           "§38-9B-2.

4           "As used in this chapter, the following words shall  
5 have the following meanings:

6           "(1) ALABAMA FAMILY CHARITABLE TRUST (AFT CHARITABLE  
7 TRUST). The trust established by the board of trustees that  
8 qualifies as a tax exempt charitable entity under the United  
9 States Internal Revenue Code, to provide benefits for  
10 individuals for whom no contribution to the AFT Trust has been  
11 made.

12           "(2) ALABAMA FAMILY TRUST (AFT TRUST). The Alabama  
13 Family Trust established pursuant to this chapter.

14           "(3) ALABAMA FAMILY TRUST CORPORATION (AFT  
15 CORPORATION). An Alabama not-for-profit corporation  
16 established by the board of trustees pursuant to this chapter  
17 that qualifies as a tax exempt charitable organization under  
18 the United States Internal Revenue Code.

19           "(4) BOARD OF TRUSTEES. The Alabama Family Trust  
20 Board of Trustees established pursuant to this chapter.

21           "(5) COMMISSIONER. The Commissioner of the Alabama  
22 Department of Mental Health.

23           "(6) CONTRIBUTION. The balance of all amounts placed  
24 in a particular account but not including any appreciation in  
25 value of investments or accretions thereto resulting from any  
26 source, such as dividends, interest, and capital gains. In no

1 event shall contribution mean more than the total of all  
2 contributions made to a particular account.

3 "(7) CONTRIBUTOR. Any person who ~~makes a donation~~  
4 ~~directly to the AFT Corporation or the AFT Charitable Trust~~  
5 contributes assets to the account of the life beneficiary.

6 "(8) CO-TRUSTEE. Any person named by the ~~donor~~  
7 settlor to work with the board of trustees in providing  
8 benefits to a life beneficiary, except neither ~~the donor a~~  
9 contributor nor ~~the donor's~~ a contributor's spouse shall be  
10 the co-trustee if the ~~donor~~ contributor or the ~~donor's~~  
11 contributor's spouse is the life beneficiary.

12 "(9) DEPARTMENT. The Alabama Department of Mental  
13 Health.

14 "~~(10) DONOR. Any person who contributes assets to~~  
15 ~~the AFT Trust to establish an account for a life beneficiary.~~

16 "~~(11)~~ (10) IMPAIRMENT. A mental or physical  
17 disability that substantially limits one or more major life  
18 activities, whether the impairment is congenital or acquired  
19 by accident, injury, age, or disease, and where the impairment  
20 is verified by medical findings.

21 "~~(12)~~ (11) LIFE BENEFICIARY. A beneficiary  
22 designated by ~~a donor to the AFT Trust~~ the settlor.

23 "~~(13)~~ (12) NET INCOME. The earnings received on  
24 investments less expenses and fees for administration.

25 "~~(14)~~ (13) REQUESTING PARTY. The party requesting  
26 arbitration of a dispute regarding benefits to be provided by  
27 the AFT Trust.

1           "~~(15)~~ (14) RESPONDING PARTY. The party not  
2 requesting arbitration of a dispute regarding benefits to be  
3 provided by the AFT Trust.

4           "(15) SETTLOR. The person who establishes an AFT  
5 Trust account for a life beneficiary.

6           "(16) SUCCESSOR LIFE BENEFICIARY. A successor life  
7 beneficiary designated by the donor settlor ~~to the AFT Trust,~~  
8 who is a legal sibling of the life beneficiary and who  
9 otherwise qualifies as a life beneficiary under the conditions  
10 of this chapter.

11           "(17) SUCCESSOR TRUST. The trust established upon  
12 distribution by the board of trustees pursuant to notice of  
13 agreement of withdrawal or termination with a co-trustee and  
14 administered as set forth in this chapter.

15           "(18) SUCCESSOR ~~TRUSTEE~~ CO-TRUSTEE. The ~~trustee~~  
16 co-trustee as designated by the donor settlor who shall  
17 administer the successor trust.

18           "(19) TRUSTEE. A member of the Alabama Family Trust  
19 Board of Trustees.

20           "§38-9B-3.

21           "(a) ~~Donors~~ Contributors may supplement the care,  
22 support, habilitation, and treatment of impaired persons  
23 pursuant to this chapter. Neither the contribution to the AFT  
24 Trust for the benefit of a life beneficiary nor the use of AFT  
25 Trust income to provide benefits shall in any way reduce,  
26 impair, or diminish the benefits to which a person is  
27 otherwise entitled by law. The establishment and

1 administration of the AFT Trust shall not be taken into  
2 consideration in appropriations for the department to render  
3 services required by law.

4 "(b) The assets held by the board of trustees and  
5 assets held in the AFT Trust and the AFT Charitable Trust  
6 pursuant to this chapter shall not be considered state money,  
7 assets of the state, or revenue for any purpose of the  
8 Constitution of Alabama of 1901, or statute or any other  
9 state's constitution or statute. The assets held by the board  
10 of trustees and its income and operations shall be exempt from  
11 all state and local taxation.

12 "§38-9B-5.

13 "(a) The board of trustees shall establish and  
14 administer the AFT Corporation. The board of trustees shall  
15 execute all documents necessary to establish and administer  
16 the AFT Corporation including, but not limited to, documents  
17 to form a not-for-profit corporation and to qualify as an  
18 organization pursuant to Section 501(c)(3) of the United  
19 States Internal Revenue Code.

20 "(b) The AFT Corporation shall establish the AFT  
21 Trust and the AFT Charitable Trust, and the board of trustees  
22 shall administer the AFT Trust and the AFT Charitable Trust  
23 through the AFT Corporation. The board of trustees and the AFT  
24 Corporation shall take all steps necessary to satisfy all  
25 federal and state laws to ensure that the AFT Trust and the  
26 AFT Charitable Trust are qualified to supplement the provision  
27 of government entitlement funding and, where necessary, are

1 qualified as tax exempt entities under the United States  
2 Internal Revenue Code.

3 "(c) The documents establishing the AFT Trust shall  
4 include and be limited by the following:

5 "(1) To be eligible to participate in the AFT Trust,  
6 a life beneficiary must suffer from an impairment as defined  
7 in this chapter.

8 "(2) The AFT Trust may accept contributions from any  
9 source, so long as basic eligibility requirements are  
10 satisfied, to be held, administered, managed, invested, and  
11 distributed in order to facilitate the coordination and  
12 integration of private financing for individuals who have an  
13 impairment, while maintaining the eligibility of those  
14 individuals for government entitlement funding. Contributions  
15 and earnings of the AFT Trust may be administered as one trust  
16 for purposes of investment and management of funds.

17 Notwithstanding the foregoing, separate accounts shall be  
18 established for each designated life beneficiary. The net  
19 income earned shall be credited to the accounts of the life  
20 beneficiaries in proportion to the fair market value that each  
21 account has to the total fair market value of all accounts.  
22 Administrative fees and administrative expenses may be charged  
23 directly to an account of a life beneficiary, except that  
24 administrative fees shall not exceed the income allocated to  
25 that account.

26 "(3) Every ~~donor~~ settlor shall designate a specific  
27 person as the life beneficiary of the ~~contribution made by the~~

1 ~~donor~~ trust. In addition, each ~~donor~~ settlor shall name a  
2 co-trustee, including ~~the donor and~~ a successor or successors  
3 to the co-trustee, to act with the trustees of the AFT Trust  
4 on behalf of the designated life beneficiary. Notwithstanding  
5 the foregoing, a life beneficiary, or his or her spouse, shall  
6 not be eligible to be a co-trustee or a successor co-trustee.

7 "(4) If ~~a donor~~ the settlor designates ~~himself or~~  
8 ~~herself or his or her~~ a contributor or a contributor's spouse  
9 as the life beneficiary, then the account of the life  
10 beneficiary shall, regardless of any other provision of this  
11 chapter, meet the following additional conditions:

12 "(i) The AFT Trust shall be irrevocable.

13 "(ii) The amounts remaining in the life  
14 beneficiary's account upon the death of the life beneficiary  
15 shall be first dispersed to the AFT Corporation, as agent for  
16 all purposes of the State of Alabama, as reimbursement for any  
17 funds owed to the State of Alabama or to any other state, the  
18 District of Columbia or any other commonwealth, territory, or  
19 jurisdiction of the United States for medical assistance paid  
20 on behalf of the life beneficiary under the plan of the  
21 respective jurisdiction and the balance, if any, shall be  
22 dispersed in accordance with rules and regulations adopted by  
23 the AFT Corporation. All sums received by the AFT Corporation,  
24 as agent for the State of Alabama, shall be distributed, as  
25 appropriate, by the AFT Corporation.

26 "(iii) Neither ~~the donor~~ a contributor nor ~~the~~  
27 ~~donor's~~ a contributor's spouse shall serve as co-trustee.



1           "(5) During his or her lifetime, ~~any donor a~~  
2     ~~contributor~~ who has not been designated ~~himself or herself or~~  
3     ~~his or her spouse~~ as the life beneficiary, or whose spouse has  
4     not been designated as the life beneficiary, may revoke any  
5     contribution made to the AFT Trust. Notwithstanding the  
6     foregoing, ~~any donor a contributor~~ may, at any time,  
7     voluntarily waive the right to revoke by written notice. If ~~at~~  
8     ~~the time the donor revokes, by written notice, the~~  
9     ~~contribution to the AFT Trust and the life beneficiary has not~~  
10    received any benefits provided by the use of the AFT Trust  
11    income or principal at the time the contributor revokes the  
12    contribution to the AFT Trust, then an amount equal to the  
13    current fair market value of the balance of the life  
14    beneficiary's account in the AFT Trust as determined on the  
15    date of distribution shall be returned to the ~~donor~~  
16    contributor. If at the time a ~~donor~~ contributor revokes the  
17    contribution to the AFT Trust and the life beneficiary has  
18    received any benefit provided by the use of trust income or  
19    principal, then an amount equal to 95 percent of the current  
20    fair market value of the principal balance of the life  
21    beneficiary account in the AFT Trust as determined on the date  
22    of distribution shall be returned to the ~~donor~~ contributor.  
23    The remaining balance of the life beneficiary account shall be  
24    distributed to the AFT Charitable Trust.

25           "(6) The co-trustee, with the consent of the  
26    trustee, ~~annually~~ shall agree on the amount of income or  
27    principal, or both, to be used to provide non-cash benefits in

1 ~~the best interest of the nature and type of benefits to be~~  
2 ~~provided to the life beneficiary. Such permissible benefits~~  
3 ~~shall include, but not be limited to, more sophisticated~~  
4 ~~dental, medical, and diagnostic work or treatment than is~~  
5 ~~otherwise available from public assistance, private~~  
6 ~~rehabilitative training, supplementary education aid,~~  
7 ~~entertainment, periodic vacations and outings, expenditures to~~  
8 ~~foster the interests, talents, and hobbies of the life~~  
9 ~~beneficiary, and expenditures to purchase personal property~~  
10 ~~and services which will make life more comfortable and~~  
11 ~~enjoyable for the life beneficiary but which will not defeat~~  
12 ~~his or her eligibility for public assistance. Expenditures may~~  
13 ~~include payment of the funeral and burial costs of the life~~  
14 ~~beneficiary. The trustee or co-trustee, in his or her~~  
15 ~~discretion, may make payments from time to time for a person~~  
16 ~~to accompany the life beneficiary on vacations and outings and~~  
17 ~~for the transportation of the life beneficiary or of friends~~  
18 ~~and relatives of the life beneficiary to visit the life~~  
19 ~~beneficiary. Expenditures shall not be made for the primary~~  
20 ~~support or maintenance of the life beneficiary, including~~  
21 ~~basic food, shelter, and clothing, if, as a result the life~~  
22 ~~beneficiary would no longer be eligible to receive public~~  
23 ~~benefits or assistance to which the life beneficiary would~~  
24 ~~otherwise be entitled. Any net income which is not used shall~~  
25 ~~be added annually to the principal.~~

26 "(7) In the event that the trustees and the  
27 co-trustee shall be unable to agree either on the amount of

1 income or principal, or income and principal, to be used or  
2 the benefits to be provided, then either the trustees or the  
3 co-trustee may request that the matter be resolved by  
4 arbitration. The requesting party shall send a written request  
5 for arbitration to the responding party and shall in the  
6 request set forth the name, address, and telephone number of  
7 the requesting party's arbitrator. The responding party shall,  
8 within 10 days, after receipt of the request for arbitration,  
9 set forth in writing to the requesting party the name,  
10 address, and telephone number of the responding party's  
11 arbitrator. Copies of the request for arbitration and response  
12 shall be sent to the commissioner of the department. If the  
13 two designated arbitrators are unable to agree upon a third  
14 arbitrator within 10 days after the responding party has  
15 identified the responding party's arbitrator, then the  
16 commissioner shall designate the third arbitrator by written  
17 notice to the requesting and responding parties' arbitrators.  
18 The three arbitrators shall meet and render a decision within  
19 30 calendar days after the appointment of the third  
20 arbitrator. A decision of a majority of the arbitrators shall  
21 be binding upon the requesting and responding parties. Each  
22 party shall pay the fees and expenses of the party's  
23 arbitrator and the fees and expenses of the third arbitrator  
24 shall be borne equally by the parties.

25 " (8) Any acting co-trustee, ~~other than the donor~~  
26 ~~may~~, for good and sufficient reason upon written notice to the  
27 trustees, may revoke any contribution made to the AFT Trust

1 and direct withdrawal of all of the current fair market value  
2 of the balance of the life beneficiary's account in the AFT  
3 Trust as determined on the date of distribution. In no event  
4 shall a co-trustee be entitled to direct withdrawal of only a  
5 portion of the current fair market value of the life  
6 beneficiary's account in the AFT Trust. In the event of  
7 withdrawal, the applicable portion, determined as set forth  
8 below in subdivision (10), of the current fair market value of  
9 the balance of the life beneficiary's account in the AFT  
10 Trust, as determined on the date of distribution, shall be  
11 distributed to the successor trust and the remaining balance  
12 of the life beneficiary's account in the AFT Trust shall be  
13 distributed to the AFT Charitable Trust.

14 "(9) If a life beneficiary for whose benefit a  
15 contribution has been made to the AFT Trust ceases to be  
16 eligible to participate in the AFT Trust, and ~~neither~~ none of  
17 the ~~donor~~ contributors nor the then acting co-trustee revokes  
18 or withdraws the applicable balance of the life beneficiary's  
19 account in the AFT Trust, then the board of trustees may, by  
20 written notice to the ~~donor~~ contributors or acting co-trustee,  
21 terminate the AFT Trust as to such life beneficiary. Upon  
22 termination, the board of trustees shall distribute the  
23 applicable portion, as set forth below, of such life  
24 beneficiary's account in the AFT Trust to the successor  
25 trustee of the successor trust to be held, administered, and  
26 distributed by the successor trustee in accordance with the

1 successor trust described in subdivision (11) of this  
2 subsection.

3 "(10) At the time of revocation and withdrawal by  
4 the co-trustee pursuant to subdivision (8) of this subsection  
5 or termination pursuant to subdivision (9) of this subsection  
6 of a life beneficiary's account from the AFT Trust, if the  
7 life beneficiary has not received any benefits provided by the  
8 use of AFT Trust income or principal, or the life beneficiary  
9 has received benefits provided by the use of AFT Trust income  
10 or principal for a period of not more than five years from the  
11 date a contribution has first been made to the AFT Trust for  
12 the life beneficiary, then an amount equal to 95 percent of  
13 the current fair market value of the principal balance of the  
14 life beneficiary's account in the AFT Trust as determined on  
15 the date of distribution shall be distributed to the successor  
16 trust, and the balance of the life beneficiary's account in  
17 the AFT Trust shall be distributed to the AFT Charitable  
18 Trust. At the time of withdrawal by the co-trustee or  
19 termination as provided above, if the life beneficiary has  
20 received any benefits provided by the use of AFT Trust income  
21 or principal for a period of more than five years from the  
22 date a contribution has first been made to an account in the  
23 AFT Trust for the life beneficiary, then an amount equal to 90  
24 percent of the current fair market value of the balance of the  
25 life beneficiary's account in the AFT Trust as determined on  
26 the date of distribution shall be distributed to the successor  
27 trust, and the balance of the life beneficiary's account in

1 the AFT Trust shall be distributed to the AFT Charitable  
2 Trust.

3 "(11) If the life beneficiary dies before receiving  
4 any benefits provided by the use of AFT Trust income or  
5 principal, all amounts remaining in the account of such life  
6 beneficiary shall be transferred to the account of a successor  
7 life beneficiary, if any. If there is no successor life  
8 beneficiary, then an amount equal to the current fair market  
9 value of the principal balance of the life beneficiary's  
10 account in the AFT Trust, as determined on the date of  
11 distribution ~~less payment, if made by the AFT Trust, of~~  
12 ~~funeral and burial costs of the life beneficiary,~~ shall be  
13 distributed to the person or persons as the ~~donor~~ settlor has  
14 designated. If at the time of death of the life beneficiary,  
15 the life beneficiary has received benefits provided by the use  
16 of AFT Trust income or principal, or both, then, ~~after payment~~  
17 ~~of funeral and burial costs of the life beneficiary,~~ all  
18 amounts remaining in the account of such life beneficiary  
19 shall be transferred to the account of a successor life  
20 beneficiary, if any. If there is no successor life  
21 beneficiary, an amount equal to 90 percent of the current fair  
22 market value of the balance of the life beneficiary's account  
23 in the AFT Trust, as determined on the date of distribution,  
24 shall be distributed to the person or persons as the ~~donor~~  
25 settlor has designated, and the remaining balance of the life  
26 beneficiary's account in the AFT Trust, shall be distributed  
27 to the AFT Charitable Trust.

1           "(12) Upon receipt of a notice of ~~withdrawal from a~~  
2           ~~designated co-trustee, other than the donor, and a~~  
3           ~~determination by the board of trustees that the reason for the~~  
4           ~~withdrawal is good and sufficient or upon the issuance of a~~  
5           ~~notice of termination by the board of trustees, the death of a~~  
6           ~~life beneficiary where there is a successor trust, the board~~  
7           ~~of trustees shall distribute and pay over to the successor~~  
8           ~~trustee of the successor trust the applicable portion of the~~  
9           ~~current fair market value of the life beneficiary's account in~~  
10           ~~the AFT Trust and the successor co-trustee, with the consent~~  
11           ~~of the trustee, shall agree on the amount of income or~~  
12           ~~principal, or both, to be used to provide non-cash benefits in~~  
13           ~~the best interest of the successor life beneficiary. Any net~~  
14           ~~income which is not used shall be added annually to the~~  
15           ~~principal. ~~The successor trustee of the successor trust shall~~~~  
16           ~~hold, administer, and distribute the principal and income of~~  
17           ~~the successor trust, in the discretion of the successor~~  
18           ~~trustee, for the maintenance, support, health, education, and~~  
19           ~~general well-being of the life beneficiary, recognizing that~~  
20           ~~it is the purpose of the successor trust to supplement, not~~  
21           ~~replace, any government benefits for the life beneficiary's~~  
22           ~~basic support to which the life beneficiary may be entitled~~  
23           ~~and to increase the quality of the life beneficiary's life by~~  
24           ~~providing him or her with those amenities which cannot~~  
25           ~~otherwise be provided by public assistance or entitlements or~~  
26           ~~other available sources. Permissible expenditures include, but~~  
27           ~~are not limited to, more sophisticated dental, medical, and~~

1 diagnostic work or treatment than is otherwise available from  
2 public assistance, private rehabilitative training,  
3 supplementary education aid, entertainment, periodic vacations  
4 and outings, expenditures to foster the interests, talents,  
5 and hobbies of the life beneficiary, and expenditures to  
6 purchase personal property and services which will make life  
7 more comfortable and enjoyable for the life beneficiary but  
8 which will not defeat his or her eligibility for public  
9 assistance. Expenditures may include payment of the funeral  
10 and burial costs of the life beneficiary. The successor  
11 trustee, in his or her discretion, may make payments from time  
12 to time for a person to accompany the life beneficiary on  
13 vacations and outings and for the transportation of the life  
14 beneficiary or of friends or relatives of the life beneficiary  
15 to visit the life beneficiary. Any undistributed income of the  
16 successor trust shall be added to the principal from time to  
17 time. Expenditures shall not be made for the primary support  
18 or maintenance of the life beneficiary, including basic food,  
19 shelter, and clothing, if, as a result, the life beneficiary  
20 would no longer be eligible to receive public benefits or  
21 assistance to which the life beneficiary would otherwise be  
22 entitled. After the death and burial of the successor life  
23 beneficiary, an amount equal to 90 percent of the current fair  
24 market value of the balance of the successor life  
25 beneficiary's account in the AFT Trust, as determined on the  
26 date of distribution, the remaining balance of the successor  
27 trust shall be distributed to the person or persons as the



1 donor settlor has designated, and the remaining balance of the  
2 successor life beneficiary's account in the AFT Trust, shall  
3 be distributed to the AFT Charitable Trust.

4 "(d) The documents establishing the AFT Charitable  
5 Trust shall include and be limited to the following:

6 "(1) The AFT Charitable Trust shall be a charitable  
7 trust under the United States Internal Revenue Code and shall  
8 be administered as part of the AFT Trust, but as a separate  
9 account. The income attributable to the AFT Charitable Trust  
10 shall be used to provide benefits for individuals who have an  
11 impairment as determined by the department. The individuals to  
12 be beneficiaries of the AFT Charitable Trust shall be  
13 recommended to the board of trustees by the department. The  
14 board of trustees and the department shall agree annually on  
15 the amount of AFT Charitable Trust income to be used to  
16 provide benefits and the nature and type of benefits to be  
17 provided through the department for each identified  
18 beneficiary of the AFT Charitable Trust while maintaining the  
19 individual's eligibility for government entitlement funding.  
20 Any income of the AFT Charitable Trust not used shall be added  
21 annually to the principal.

22 "(2) The board of trustees shall accept  
23 contributions to the AFT Charitable Trust from any source and  
24 shall comply with all rules and regulations under the United  
25 States Internal Revenue Code that govern the acceptance of  
26 charitable contributions.

27 "§38-9B-6.

1           "(a) No life beneficiary shall have any vested or  
2 property rights or interests in the AFT Trust, nor shall any  
3 life beneficiary have the power to anticipate, assign, convey,  
4 alienate, or otherwise encumber any interest in the income or  
5 principal of the AFT Trust nor shall the income or principal  
6 be or any interest of any life beneficiary thereunder be  
7 liable for any debt incurred by the life beneficiary, nor  
8 shall the principal or income of the AFT Trust Fund be subject  
9 to seizure by any creditor of any life beneficiary under any  
10 writ or proceeding in law or in equity.

11           "(b) Except for the right of a ~~donor~~ contributor  
12 other than a ~~donor~~ contributor who is, or whose ~~or a donor's~~  
13 spouse ~~who is,~~ a life beneficiary, to revoke any contribution  
14 made to the AFT Trust, pursuant to subdivision (5) of  
15 subsection (c) of Section 38-9B-5, and the right of any acting  
16 co-trustee, ~~other than the donor,~~ to withdraw all or a portion  
17 of the contribution made to the account of a life beneficiary,  
18 pursuant to subdivision (8) of subsection (c) of Section  
19 38-9B-5, neither the ~~donor~~ settlor, a contributor, nor any  
20 acting co-trustee has the right to sell, assign, convey,  
21 alienate, or otherwise encumber, for consideration or  
22 otherwise, any interest in the income or the principal of the  
23 AFT Trust, nor shall the income or the principal or any  
24 interest of any life beneficiary thereunder be liable for any  
25 debt incurred by the ~~donor~~ settlor, a contributor, or any  
26 acting co-trustee, nor shall the principal or income of the  
27 AFT Trust be subject to seizure by any creditor of any ~~donor~~

1     settlor, a contributor, or any acting co-trustee under any  
2     writ or proceeding in law or in equity."

3             Section 2. This act shall become effective on the  
4     first day of the third month following its passage and  
5     approval by the Governor, or its otherwise becoming law.