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| **STATE OF SOUTH CAROLINA** | | | ) |  | **PROBATE COURT** |
|  | | | ) |  | **RESTRICTED ACCOUNT AGREEMENT II** |
| **COUNTY OF** | **HORRY** |  | ) |  |  |
|  | | | ) |  | **CASE NUMBER** |
|  | | | ) |  | **PROTECTED PERSON:** |
|  | | | ) |  |  |

**WHEREAS**,      , has been appointed as Conservator for       by the       County Probate Court; and

**WHEREAS**, said Court has imposed certain restrictions on the disbursement of Conservatorship funds; and

**WHEREAS**, an initial deposit of monies may be made to a banking or other financial institution, pending appropriate investment decisions by the Conservator; and

**WHEREAS**, such monies, earnings and gains therefrom, and perhaps additional monies, may be placed with one or more financial institutions, and are subject to the stewardship of the aforementioned Conservator pursuant to applicable fiduciary standards and requirements.

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| --- | --- |
| NOW, THEREFORE, THE PARTIES HERETO AGREE TO THIS RESTRICTED ACCOUNT AGREEMENT AS FOLLOWS: | |
| 1. | | (financial/investment institution) agrees to establish restricted account(s) in the name of      , as Conservator for       (protected person/minor). |
|  |
| 2. | | (financial/investment institution) and      , as Conservator, expressly agree that any and all withdrawal(s) from said account(s) shall be allowed only upon prior written approval of the       County Probate Court authorizing a specific withdrawal for a specific amount at a specific time. This restriction, as further explained in #3 below, does not preclude the Conservator, from time to time and at any appropriate time, from transferring funds, in whole or in part, from one institution, investment vehicle, etc., to another, provided that a new and separate Restricted Account Agreement be executed and approved with appropriate signatories, as provided herein, *prior to* any transfer from the below named institution. The original of such new and separate Restricted Account Agreement shall be filed promptly with this Court. |
|  | |  |
| 3. | | Notwithstanding the restrictions provided for in this Agreement,       as Conservator, is permitted to transfer, invest and re-invest the Conservatorship funds in accordance with applicable statutory constraints and parameters, so long as the funds remain properly identified as Conservatorship funds, subject to the restrictions noted herein. |
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| 4. | | The Restricted Account Agreement shall be read and construed *in pari materia* with pertinent Court Orders,and this Agreement and such Court Orders are hereby mutually incorporated by reference, one with the other. |

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| **Executed** this       day of      , 20 | | |  | | | | | |
|  | | |  | | | | |
|  | | | Signature of Conservator as Conservator for | | | | |
|  | | | Name of protected person | | | | |
|  | | | Name of financial/investment institution | | | | |
|  |  | | **By:** |  | | | |
| **NOTE: Institutional signatory must be officially authorized to sign such documents** | | | **Signature of financial/investment**  **Institution qualified representative**  *Please print or type the following:* | | | | |
|  | | | Name: | |  | | |
|  | | | Title: | |  | | |
|  | | | Address: | |  | | |
|  | | |  | |  | | |
|  | | | Telephone: | |  | | |
|  | | | | | | | |
|  | | | APPROVED | |  | | |
|  |  | |  | | | , Probate Judge , | County |