

STATE OF SOUTH CAROLINA

COUNTY OF Horry

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PROBATE COURT
RESTRICTED ACCOUNT AGREEMENT II

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.

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.
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.

Executed this _____ day of _____, 20_____

Signature of Conservator
as Conservator for

Name of protected person

Name of financial/investment institution

By: _____
Signature of financial/investment Institution qualified representative

NOTE: Institutional signatory must be officially authorized to sign such documents

Please print or type the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

APPROVED _____
, Probate Judge , _____ County