

**Declaration Of Trust
For
The Endowed Pooled Trust For Non-Profit Social
Service Organizations**

THIS DECLARATION OF TRUST is made this 30th day of June 2008, by The Center For Special Needs Trust Administration, Inc., a Non-Profit Corporation organized under the laws of the State of Florida (the "Center"), according to the following terms herein:

WHEREAS, the Center has established a variety of operating pooled trusts pursuant to U.S.C. §1396p and has extensive experience in the administration of such trusts;

WHEREAS, the Center has also established a history of supporting agencies and programs that relieve the societal burden of the elderly and disabled community;

WHEREAS, the Center has frequently used the pooled trusts under its administration to further its objective of relieving the societal burden of the elderly and disabled community;

WHEREAS, the Center now wishes to establish a new pooled trust that is specifically conceived to continuing the goal of relieving the societal burden of the elderly and disabled community;

WHEREAS, the Center recognizes that Non-Profit Social Service Organizations provide significant programs to the elderly and disabled community; and,

WHEREAS, the Center wishes to benefit these Non-Profit Social Service Organizations that relieve the societal burden of the elderly and disabled community;

NOW THEREFORE:

**ARTICLE I
ESTABLISHMENT OF TRUST**

1.1 Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as an integral part of this Agreement.

1.2 Trust is Established. The Trustee hereby establishes a pooled trust, for the benefit of the Beneficiaries hereunder, pursuant to 42 U.S.C. §1396p (d)(4)(C), amended August 10, 1993 by the Omnibus Budget Reconciliation Act of 1993, and pursuant to the Social Security Policy Operation Manual (POMS) SI 01120.203, *Exceptions to Counting Trusts Established on or after 1/1/00*, used by the Social Security Administration for the purpose of determining

Supplemental Security Income eligibility and the availability of trust assets.

1.3 Purpose of the Trust. In addition to fulfilling the purposes of the Federal Statute and the POMS referenced above in paragraph 1.2, as applicable to any and all individual Beneficiaries who join the Trust, the charitable purpose of the Trust shall be to create income endowment accounts for Non-Profit Social Service Organizations that care for indigent disabled and elderly persons and that the Trustee has designated for establishing an endowment account on its behalf. Such endowment income shall be paid annually to each named Non-Profit Social Services Organization that may come to participate, either faith-based or otherwise (a "Designated Non-Profit Organization"). The Trustee further intends to establish a matching contribution program and shall provide an annual schedule to each Designated Non-Profit Organization.

1.4 Name of Trust. The name of the Trust established under this Declaration is The Endowed Pooled Trust for Non-Profit Social Service Organizations (the "Trust"). Given the purpose and use of the Trust, however, the Trustee retains the right, in its absolute discretion, to use any name that is consistent with the purpose of the Trust such that the Trust may be identified with any particular Designated Non-Profit Organization and/or locale.

1.5 Initial Funding of Trust and Endowment. Concurrently with the execution of this Declaration, the Trustee assigns, conveys, transfers, and delivers a lump sum payment of One Hundred Dollars and No Cents (\$100.00) to the Trust. The Trust estate shall consist of this initial contribution and any additional contributions in cash or property made to the Trust estate at any time by any Settlor in accordance with the provisions below in Article 4, Settlor Contributions. In addition to the execution of this Declaration and funding of the Trust, the Trustee also creates and designates an endowment fund for the relief and support of the elderly and disabled community (the "Endowment") to be administered consistent with such purpose.

1.6 Irrevocability. This Declaration of Trust and the Trust created hereunder shall be irrevocable.

1.7 Amendments to Trust. Notwithstanding the irrevocability of this Declaration of Trust and the Trust created hereunder, as set forth in paragraph 1.5 above, this Declaration and the Trust created hereunder may be amended from time to time but only to the limited extent necessary to effectuate its purposes and intent. The Trustee may also, but is not required to, amend this Declaration and the Trust created hereunder so that it conforms with any changes and/or interpretations of statutes, rules, or regulations that are approved by any governing body or agency relating to 42 U.S.C. §1396p or related statutes, including but not limited to state statutes and regulations that are consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, amending 42 U.S.C. § 1396p. Any amendments hereunder may be made prospectively or retroactively, nunc pro tunc, at the Trustee's discretion and shall not require advance or subsequent notice to Beneficiaries. Under no circumstances, however, shall the Trustee amend any provision that would: (i) render a previously made irrevocable contribution revocable; (ii) cause the Trust to fail to comply with any of the provisions of 42 U.S.C. § 1396p, related statutes, and/or related regulations; or, (iii) abandon or otherwise abrogate the basic purposes or objectives of the Trust.

ARTICLE 2
DEFINITIONS

2.1 “Trustee” means The Center For Special Needs Trust Administration, Inc., or its successor or successors.

2.2 “Co-Trustee” means a person, entity, or both, selected by the Trustee and designated as such, if any, to assist with the management, administration, allocation, and disbursement of Trust assets and property.

2.3 “Settlor” means a parent, grandparent, or legal guardian of a Beneficiary, a Beneficiary himself or herself, and/or any person or entity acting pursuant to an order by a court who establishes a Trust sub-account through their actions and/or who contributes money and/or property to the Trust. Settlor shall also include, when applicable, any person or entity that contributes his, her, or its own property to the Trust for the sole benefit of a Beneficiary, whether by gift, will, contract, or agreement. As it may appear from time to time in the Trust and/or Joinder Agreement, the term “Grantor” shall also be interchangeable with the term Settlor and therefore have the same meaning as described herein.

2.4 “Beneficiary” means a disabled person, as defined in § 1614 (a)(3) of the Social Security Act (42 U.S.C. § 1382c(a)(3)), who qualifies under 42 U.S.C. § 1396p, and who a Settlor shall specify as the sole recipient of services and benefits under any one of the particular Trust sub-accounts created under and within this Trust by such Settlor.

2.5 “Legal Representative” or “representative” means a legal guardian, conservator, agent acting under an appropriate power of attorney, trustee, representative payee, or any other agent, fiduciary, or representative of a Beneficiary that has either been selected by: the Beneficiary; a court of competent jurisdiction; a governmental or quasi-governmental agency; or, the Trustee within its sole discretion.

2.6 “Joinder agreement” means the individual written agreement between the Trustee and a Settlor by which the Settlor establishes a Trust sub-account for the sole benefit of a Beneficiary.

2.7 “Trust sub-account” means that portion of the entire Trust estate that is established and managed for the sole benefit of a Beneficiary.

2.8 “Endowment” means the funds held by the Trustee for the purpose stated in paragraph 1.3.

2.9 “Government assistance” means all services, benefits, medical care, financial assistance, and any other assistance of any kind that may be provided by any county, state, or federal agency to, or on behalf of, a Beneficiary. Such assistance includes, but is not limited to, the Supplemental Security Income program (SSI), the Old Age Survivor and Disability Insurance Program (OASDI), the Supplemental Security Disability Income program (SSDI), the Medicaid program, and the Medicare program, together with any additional, similar, or successor public programs.

2.10 “Non-support payments” means payments made by the Trustee for supplemental needs or supplemental care.

2.11 “Supplemental care” and “supplemental needs” may be used conjunctively, interchangeably, or separately as the context requires, and the terms shall always mean care that is not provided, or needs that are not met, by any private assistance or government assistance that may be available to a Beneficiary.

2.12 “Non-Profit Social Service Organization” is a non-profit organization, either faith based or otherwise that has established social service programs for the benefit of the elderly and disabled community.

2.13 “Designated Non-Profit Organization” is a Non-Profit Social Service Organization that has been designated by the Trustee for the establishment of an endowment income account on its behalf.

2.14 “Endowment Income Account” and Sub-Endowment Income Account” may be used interchangeably, or separately as the context requires, and the terms shall always mean the account that has been established by the Trustee for the charitable purposes herein on behalf of any particular Designated Non-Profit Organization.

ARTICLE 3 SPENDTHRIFT PROVISIONS

3.1 Beneficiaries Have No Claim on Trust Assets. This Trust shall not be reduced in value by creditors of any of the Beneficiaries. The public and private assistance benefits of the Beneficiaries should not be terminated or made unavailable to them because of this Trust or the assets held in any Trust sub-account for their benefit. This is not a support trust, and assets held in this Trust and the sub-accounts of this Trust are not intended for the primary support of the Beneficiaries and shall only be used for their supplemental care and/or supplemental needs. The Settlor and Trustee do not owe any obligation of support to any of the Beneficiaries, and none of the Beneficiaries have any right of entitlement to the Trust corpus or income, except as the Trustee elects to disburse the same in its sole, complete, absolute, and unfettered discretion. The Trustee may act unreasonably in exercising its discretion, and the judgment of any other person or entity shall not be substituted for the judgment of the Trustee.

3.2 Trust Assets Not Subject to Creditors of the Beneficiaries. The restrictions on transfers of the Beneficiaries’s interests hereunder shall apply to both voluntary and involuntary transfers. No part of this Trust, or any Trust sub-account, neither principal nor income, shall be subject to anticipation or assignment by any of the Beneficiaries, nor shall it be subject to attachment or control by any public or private creditor of any of the Beneficiaries. No part of this Trust, or any Trust sub-account, neither principal nor income, may be taken by any legal or equitable process by any voluntary or involuntary creditor, including those who have provided support and maintenance for a Beneficiary. Under no circumstances may any Beneficiary compel a distribution from the Trust sub-account maintained for that Beneficiary or from any

other part of the Trust estate.

ARTICLE 4 SETTLOR CONTRIBUTIONS

4.1 Settlor's Intent to Establish a Supplemental Fund. In making contributions to the Trust, it shall not be the intention of any Settlor to displace any public and/or private financial assistance that may otherwise be available to any Beneficiary. It shall be the specific intention of all Settlers to establish a supplemental fund pursuant to 42 U.S.C. §1396p and to limit the Trustee's disbursements to, or on behalf of, a Beneficiary to that respective Beneficiary's supplemental care and supplemental needs only.

4.2 Irrevocability of Joinder Agreements. Subject to approval by the Trustee, this Trust shall be effective as to any particular Beneficiary upon contribution of property and/or money ("Property") to the Trust and execution of a Joinder Agreement by a Settlor. Upon approval by the Trustee, and delivery of Property that is acceptable to the Trustee, the following provisions apply:

- a) the Trust shall be irrevocable as to such Settlor and Beneficiary;
- b) the contributed Property shall not be refundable to the Settlor of such Property; and,
- c) the designation of the respective Beneficiary may not be revoked or changed.

4.3 Effect of Settlor's Contribution. Specifically subject and subordinate to Article 3 above, and to the Trustee's sole and absolute discretion in making distributions, the effect of a Settlor's contribution to the Trust as it applies to any one particular Beneficiary is such that total distributions made on behalf of a Beneficiary shall not exceed an amount equal to the total of all contributions made to such Beneficiary's Trust sub-account, plus any undistributed income.

4.4 Future Transfer of Property. Property, or interests in property, may be designated for future transfer by a Settlor as a contribution to the Trust. Such designated contributions may be revoked by the Settlor at any time during that Settlor's lifetime and continued competence, provided the Settlor gives prior written notice to the Trustee or to the Co-trustee or agent designated for such purposes by the Trustee. Such written notice shall be by certified mail, return receipt requested. Examples of contributions designated for future transfer include, but are not limited to, a life insurance policy on the Settlor's life in which the Trust is designated as a beneficiary, or the Trust being named as a beneficiary of any future interest in property, such as that which might pass by way of a Settlor's Last Will and Testament.

ARTICLE 5 DISTRIBUTIONS DURING THE BENEFICIARY'S LIFETIME

Subject to the Trustee's sole and absolute discretion, distributions from any of the individual Trust sub-accounts shall be made in accord with the provisions of this Article 5 during the lifetime of a Beneficiary.

5.1 Distributions Within Discretion of Trustee. The Trustee shall pay or apply for the supplemental care or supplemental needs of each Beneficiary, such amounts from the principal or income, or both, of the Trust sub-account maintained for such Beneficiary, up to the whole thereof, as the Trustee, in its sole and absolute discretion, may from time to time deem necessary or advisable. The Trustee shall possess and exercise the authority to allocate all distributions between principal and income as it determines in its sole and absolute discretion. Any income not distributed from a Trust sub-account shall be added to the principal of that Trust sub-account.

5.2 Distributions Not to Replace Assistance. Distributions from this Trust should not be made to, or for the benefit of, a Beneficiary if the effect of such distribution would be to replace, or to disqualify a Beneficiary from receiving, government assistance. The Trust corpus and income is specifically not available to any Beneficiary except to the extent of distributions made by the Trustee to a Beneficiary. No distributions should be made by the Trustee to, or for the benefit of, a Beneficiary in excess of resource and income limitations of any public benefit program to which the Beneficiary is entitled. The Trustee may consider the future needs of a Beneficiary when making distributions or when considering requests for distributions but shall not be required to do so. The Trustee should refuse any request for payments from this Trust for services that any public or private agency has the obligation to provide to Beneficiaries who otherwise qualify for such assistance.

5.3 Non-exclusive Examples of Appropriate Distributions. The following examples illustrate the types of non-support payments that are appropriate for the Trustee to make from this Trust to, or for the benefit of, a Beneficiary. Such examples are not exclusive and include:

- a) medical, dental, and diagnostic work and treatment for which there are no available private or public funds;
- b) medical procedures that are desirable in the Trustee's sole discretion, even though they may not be medically necessary or life saving;
- c) supplemental nursing care, rehabilitative and/or occupational therapy services;
- d) differentials in cost between housing and shelter for shared and private rooms in institutional settings;
- e) care appropriate for a Beneficiary that assistance programs may not or do not otherwise provide;
- f) expenditures for travel, companionship, and other expenditures that will improve the quality of a Beneficiary's physical, emotional, psychological, and/or spiritual life;
- g) items of a similar nature to those contained in sub-sections a - f above, and such items as may be specified in a Joinder Agreement.

5.4 The Trustee, in its sole and absolute discretion, may make any payment from a

Trust sub-account as follows:

- a) directly to a Beneficiary;
- b) in any form allowed by law;
- c) to any person deemed suitable by the Trustee; and/or,
- d) by direct payment for the expenses of a Beneficiary.

5.5 Acquisition and Maintenance of Real Estate. The Trustee is authorized, in its sole and absolute discretion, to acquire and maintain an interest in residential real estate which is suitable for occupancy by a Beneficiary. In exercising its authority hereunder, the Trustee may title any such residential real estate as the Trustee determines, in its sole and absolute discretion, to be in the best interest of such Beneficiary so as to meet the Trust's sole benefit requirement and preserve the Beneficiary's eligibility for public assistance. Any payments made out of the Trust pursuant to the provisions of this paragraph 5.5 shall be made for such Beneficiary's sole benefit. In the event the Trust comes to own any interest in such realty, the Trustee may permit such Beneficiary to occupy or use such property without charge in such manner as, in the opinion of the Trustee, best serves the Beneficiary's special needs, without the necessity of turning such property into cash or gaining an income therefrom. The Trustee is further authorized, in its sole and absolute discretion, and without regard to how any such residential real estate may be specifically titled, to pay out of the income or principal of the Trust any taxes, insurance, and maintenance expenses needed to keep the residential or replacement property in suitable repair, or any portion thereof. The Trustee may also collect rent from other occupants of the property, but shall not be obligated to do so. In exercising the powers herein, the Trustee shall continue to fulfill its primary duty of taking into consideration the intent and purpose of this Trust and the duty to administer the Trust for the sole benefit of the Beneficiary. All of these powers may be exercised for the benefit of such Beneficiary, even if the Beneficiary is residing with a family member or members.

5.6 Trustee's Duty Regarding Government Assistance Programs. In providing for the Beneficiary's special needs, and/or in making determinations regarding disbursements and/or distributions for the benefit of the Beneficiary's special needs, the Trustee shall always consider the government assistance for which the Beneficiary is currently eligible, or for which the Beneficiary may be attempting to become currently eligible, and the Trustee shall make no disbursements and/or distributions that would cause the Beneficiary to be or become ineligible for such government assistance. Distributions that the Trustee may or may not have made in the past because of less restrictive government assistance programs, more restrictive government assistance programs, or government assistance programs that the Beneficiary did not apply for, qualify for, and/or receive, shall not serve to provide a pattern of any sort that establishes a duty or discretion in the Trustee to continue making such distributions, to continue refusing such distributions, or to make or to refuse such distributions in the future as the individual case may be. The Trustee shall have no discretion in this regard, and it shall be an absolute duty of the Trustee to follow the directions herein.

ARTICLE 6
DISTRIBUTIONS AT THE BENEFICIARY'S DEATH

Upon the death of a Beneficiary, any amounts that remain in that Beneficiary's Trust sub-account shall be deemed surplus Trust property and shall be retained by the Trust. In the Trustee's sole discretion, such retained surplus Trust property shall be used for:

- a) retaining, investing and distributing income to the Sub-Endowment Income Account initially established for a named Designated Non-Profit Organization;
- b) making contributions and additions to any previously established and operating Sub-Endowment Income Account in any proportion and/or combination as the Trustee determines to be most prudent and/or beneficial;
- c) the direct or indirect benefit of other Beneficiaries;
- d) adding disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), who are indigent to the Trust as Beneficiaries;
- e) providing disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), with equipment, medication, or services deemed suitable for such persons by the Trustee; and/or,
- f) making the contributions, additions, and uses described in a) through e) above in any proportion and/or combination as the Trustee determines to be most prudent and/or beneficial.

To the extent that any surplus Trust property is not retained by the Trust, such property shall be distributed to each state in which the Beneficiary received medical benefits, based on each state's proportionate share of the total medical benefits paid by all of the states on the Beneficiary's behalf over the Beneficiary's lifetime. Any gifts or devises to a named Operating Residual Sub-Endowment Account shall be deposited into the named Operating Residual Sub-Endowment Account unless a specific purpose is specified by the donor and agreed to by the Trustee.

ARTICLE 7
ADMINISTRATIVE PROVISIONS RELATING TO TRUST SUB-ACCOUNTS

7.1 Establishment and Maintenance of Trust Sub-accounts. A separate Trust sub-account shall be established and maintained for the sole benefit of each Beneficiary, but the Trust shall pool these sub-accounts for investment and management purposes. The Trustee, or the Trustee's authorized agents, shall maintain records for each Trust sub-account in the name of, and showing the contributed property for, each Beneficiary.

7.2 Taxes. In establishing the Trust, it is the Trustee's intent that each Beneficiary's Trust sub-account be treated as a Grantor Trust for purposes of determining the Beneficiaries' tax liability. To this end, and subject to all relevant provisions of the Internal Revenue Code of

1986, as amended (the Code), so as to realize Grantor Trust status pursuant to Section 677(a)(3) of the Code, the Trustee may apply trust income from each Trust sub-account to the payment of premiums on policies of insurance on the life of each respective Beneficiary without the approval or consent of any adverse party within the meaning of Section 672(a) of the Code. Nothing in this paragraph 7.2 shall in any way affect or modify the intent and/or purpose of the Trust or any of the provisions found in this Declaration of Trust. For the purposes stated herein, the Trustee shall have the option to treat all income received, distributed, held, or accumulated by the Trust as taxable to the Beneficiary. The Trustee may make distributions directly to the taxing authority of any such amounts of income or principal of the Trust as may become necessary to satisfy the Beneficiary's tax obligations.

7.3 Reports to the Beneficiaries. The Trustee shall report at least annually to each Beneficiary or to such Beneficiary's legal representative, and such report shall be a reasonably understandable accounting that begins from the date of the last accounting, or from the date on which the Trustee became accountable in the case of a first accounting, and which otherwise meets all other statutory reporting requirements for trustees both as to substance and as to standard fiduciary form. All reports and/or accountings provided hereunder shall be conclusively deemed to be accepted by the Beneficiary or the Beneficiary's representative if the Trustee does not receive an objection within sixty (60) days of having provided the report and/or accounting. For purposes of calculating sixty (60) days hereunder, the date of having provided the report and/or accounting shall be the date such report is mailed by the Trustee to the Beneficiary or to the Beneficiary's representative. To be effective, any such objection to the Trustee's report shall be mailed to the Trustee's normal place of business by certified mail, return receipt requested.

7.4 Costs of Defending Trust. Costs and expenses of defending the Trust, or any Trust sub-account, including attorneys' fees incurred prior to, during, or after trial, and on appeal, against any claim, demand, legal action, equitable action, suit, or proceeding may, in the sole discretion of the Trustee, be:

- a) apportioned on a pro rata basis to all Trust sub-accounts; or,
- b) charged only against the Trust sub-account that is affected by the action defended against.

ARTICLE 8 TRUSTEE PROVISIONS

8.1 Trustee May Seek Advice. The Trustee may, in performing its duties under this Trust, seek the advice and assistance of any person or entity it deems to be appropriate, including, but not limited to, any federal, state, and/or local agencies that are established to assist people with disabilities. Associated costs, if any, shall be a proper expense of the Trust and may be apportioned on a pro rata basis to all Trust sub-accounts or charged only against the Trust sub-account about which the Trustee seeks such advice or assistance.

8.2 Designation of Co-Trustee. The Trustee may, but is not required to, designate a Co-Trustee, or Co-Trustees, as it may deem, in its sole and absolute discretion, to be necessary or advisable.

8.3 Appointment and Delegation. The Trustee may engage, appoint, and retain agents, advocates, trust protectors, and/or advisors as it determines in its sole and absolute discretion to be necessary for the proper discharge of its duties hereunder without liability for the acts of any such persons and/or entities, provided such persons and/or entities are selected and retained with reasonable care.

8.4 Trustee Identification of Programs. The Trustee may, but is not required to, identify private or governmental programs that may be of legal, social, financial, developmental, or other assistance to Beneficiaries, or to create programs when such programs do not exist. In no event, however, shall the Trustee be liable to any Beneficiary for failure to identify all programs or resources that may be available to such Beneficiary or to create programs when such programs do not exist.

8.5 Scope of Trustee's Power. Except as may be otherwise provided in this Declaration, and for so long as the Trustee is prudent in administering the Trust, the Trustee may serve without bond and shall exercise all powers under any and all Federal and Florida laws that may exist and be applicable to trusts, in effect on or after the execution of Joinder Agreements by the Settlers. Should bond be necessary for any reason whatsoever, such bond shall be a proper expense of the Trust.

8.6 Trustee's Discretion to Accept Beneficiaries. If the Social Security Administration or any authorized governmental entity has not made a determination that the Beneficiary is a disabled person, the Trustee is authorized to accept such Beneficiary within its discretion if it has made a reasonable determination that the Beneficiary is a disabled person as defined in 42 U.S.C. § 1382c (a)(3).

8.7 Trustee to Receive Full Consideration for Trust Assets. No authority described in this Declaration, or available to trustees pursuant to applicable law, shall be construed to enable the Trustee to purchase, exchange, or otherwise deal with or dispose of the assets of any Trust sub-account for less than an adequate or full consideration in money or money's worth, or to enable any person to borrow the assets of any Trust sub-account, directly or indirectly, without adequate interest or security.

8.8 Trustee Entitled to Reasonable Compensation. The Trustee shall be entitled to receive annual compensation for its services hereunder in accordance with its published fee schedule. All such compensation shall be charged directly to each Trust sub-account, recorded as a disbursement from the Trust sub-account, and reflected on the annual report provided to the Beneficiary.

8.9 Trustee Resignation; Successor Trustees. The Trustee may resign upon written notice to the Beneficiaries and to the Co-trustee(s), if the Trustee has named any Co-trustee(s), at the time of the Trustee's resignation. Upon any such resignation, the Trustee shall designate another Non-profit corporation as successor Trustee, which shall assume its duties under this Declaration without any liability for the acts or omissions of any predecessor Trustee. The provisions of this paragraph 8.9 shall also control if the Trustee ceases to exist, is dissolved, or can no longer serve as Trustee for any other reason. In conjunction with the actions described in this paragraph 8.9, a final accounting shall be made by the Trustee to the Beneficiaries and to the

Co-trustee(s), if any. However, in the event of a name change and/or a merger with another Non-profit corporation, such successor Trustee shall immediately and automatically assume its duties hereunder without the need or obligation to provide notice or an accounting.

8.10 Indemnification of Trustee. The Trustee and each of its Co-trustees, agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, are hereby indemnified by the Trust and the Trust property against all claims, liabilities, fines, or penalties, and against all costs and expenses, including attorney's fees and disbursements and the cost of reasonable settlements, imposed upon, asserted against or reasonably incurred thereby in connection with or arising out of any claim, demand, action, suit, or proceeding in which he, she, or it may be involved by reason of being or having been a Trustee or affiliated with a Trustee as set forth above, whether or not he, she, or it shall have continued to serve as such at the time of incurring such claims, liabilities, fines, penalties, costs, or expenses or at the time of being subjected to the same. However, the Trustee and each of its Co-trustees, agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, shall not be indemnified with respect to matters as to which he, she, or it shall be finally determined to have been guilty of willful misconduct in the performance of any duty by a court of competent jurisdiction. This right of indemnification shall not be exclusive of, or prejudicial to, other rights to which the Trustee and each of its Co-trustees, agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, may be entitled as a matter of law or otherwise.

ARTICLE 9 GENERAL PROVISIONS

9.1 No Requirement to Furnish Bond. Neither the Trustee, nor any Co-trustees, shall be required to furnish bond for the faithful performance of any duties created under this Declaration. If bond is required by any law or court of competent jurisdiction, no surety shall be required on such bond, and such bond shall be a proper expense of the Trust.

9.2 Trust to Be Free From Court Supervision. The Trust established under this Declaration shall be administered free from the active supervision of any court. However, any proceedings to seek judicial instructions or a judicial determination may be initiated by the Trustee, or any Co-Trustee that is specifically named as such by the Trustee, in any court having jurisdiction of matters relating to the construction and administration of trusts, subject to the Trustee's choice of jurisdiction and venue, unless an agreement between the Trustee and a Co-trustee provides to the contrary, in which event such agreement shall control.

9.3 Governing Law. This Trust shall be governed exclusively by, and interpreted exclusively in accordance with, the laws of the United States and the State of Florida.

9.4 Procedural Provisions. Any conforming and/or effectuating amendments that might be made pursuant to paragraph 1.7 above, may be made unilaterally by the Trustee without notice to any party and/or Beneficiary and may be made effective retroactively or prospectively as the Trustee deems most appropriate in its sole discretion. Any provision of this Declaration and the Trust created hereunder that may disqualify any Beneficiary for government assistance of substantial value shall be automatically, ab initio, amended, limited or void, as required to avoid any such disqualification. In any instance where the Trustee deems that the Trust should

be conformed to particular state statutes and/or regulations, any such conforming amendments may be effectuated through the Joinder Agreements used in the particular State(s) in question without effecting the operation of the Trust in any other State(s).

9.5 Severability. Any provision of this Declaration that is adjudged invalid or unenforceable under the laws of any place where the terms of the Declaration are to be performed, or are sought to be enforced, shall be deemed inoperative without invalidating such provision elsewhere or any of the other provisions of this Declaration.

9.6 Section Headings. Section headings are for purposes of convenience only and shall have no bearing on the interpretation of any provision of this Declaration of Trust.

IN WITNESS WHEREOF, the undersigned hereby subscribes to the above Declaration of Trust on the date and year first written above.

WITNESSES:

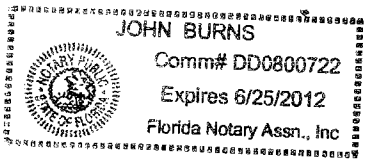
THE CENTER FOR SPECIAL NEEDS TRUST ADMINISTRATION, INC.

[Signature]
Patricia Julian
Printed Name
[Signature]
Jonathan Golden
Printed Name

By: [Signature]
Brett Walrath
Printed Name
Its: President

STATE OF FLORIDA))
COUNTY OF PINELLAS))

The foregoing Declaration was acknowledged before me this 10th day of June, 2008, by Brett Walrath [] who is personally known to me or [] who has produced _____ as identification.



[Signature]
Notary

Exhibit "B"
Grantor and Beneficiary Information

Please be as thorough as possible when completing this section. This information is necessary for administering the Trust for the Beneficiary's best possible interest.

Grantor Information

(This is the person who will sign the Joinder Agreement)

Name: _____

Address: _____

Telephone: (day) _____ (evening) _____

Birth date: _____

Social Security Number: _____

Relationship to Beneficiary: _____

Beneficiary Information

(This is the person who will be a Beneficiary of the Pooled Trust)

Name: _____

Address: _____

Telephone: (day) _____ (evening) _____

Birth date: _____

Social Security Number: _____

Medicaid Card Number: _____

If the Beneficiary is a Minor, Please Provide:

Mother's Name: _____ SS# _____

Father's Name: _____ SS# _____

Does the Beneficiary have a legal representative? ___ Yes. ___ No. If yes, please provide the representative's name, address, telephone number, and relationship to the Beneficiary.

Name: _____

Address: _____

Telephone: (day) _____ (evening) _____

Relationship: _____

Please check the description that best describes the correct legal relationship:

___ Legal Guardian ___ Representative Payee ___ Durable Power of Attorney

Other (please explain) _____

What is the specific nature of the Beneficiary's disability? If the Beneficiary's condition has been medically diagnosed, what is that diagnosis?

What is the Beneficiary's current prognosis?

Government Assistance

Please indicate all forms of government assistance that the beneficiary receives.

Social Security Yes _____ No _____ Not Sure _____

Supplemental Security Income (SSI) Yes _____ No _____ Not Sure _____

Social Security Disability
Income (**SSDI**) Yes _____ No _____ Not Sure _____

Institutional Care Program
(Long Term Nursing Home Care) Yes _____ No _____ Not Sure _____

Medically Needy Program Yes _____ No _____ Not Sure _____

MEDS-AD Yes _____ No _____ Not Sure _____

Medi-Kids Yes _____ No _____ Not Sure _____

Protected Medicaid Yes _____ No _____ Not Sure _____

Home or Community
Based Medicaid Waiver Programs Yes _____ No _____ Not Sure _____

Optional State Supplementation (OSS) .. Yes _____ No _____ Not Sure _____

Home Care for the
Elderly and Disabled (HCE/DA) Yes _____ No _____ Not Sure _____

Food Stamps Yes _____ No _____ Not Sure _____

List any other government assistance that the Beneficiary receives or has applied for:

List all forms of government assistance which have been denied or discontinued to the Beneficiary, including the approximate dates:

Insurance Information

If the Beneficiary is covered under any policy of health care insurance, please provide the insurer's name, address, and the policy number.

Insurer: _____

Address: _____

Policy
Number: _____

If the Beneficiary is covered under any prepaid funeral or burial insurance, please provide the insurer's name, address, and the policy number.

Insurer: _____

Address: _____

Policy
Number: _____

Exhibit “D”

Proof of Grantor’s Status to Establish Trust on Behalf of Beneficiary

Under current law, only the beneficiary’s parents, grandparents, legal guardian, the beneficiary himself or herself, or someone acting at the direction of a court may establish the Trust on behalf of the beneficiary. If you are anyone other than the beneficiary, then please include documents that verify that you fall within one of these permissible categories.

ALL GRANTORS SHOULD PROVIDE A PHOTOCOPY OF THEIR DRIVER’S LICENSE OR OTHER PHOTO IDENTIFICATION

In addition to the Grantor’s photo I.D., the list below illustrates the types of documents that should be submitted to establish the Grantor’s relationship to the Beneficiary and/or the status to contribute to the Trust.

- | | |
|--------------------------------|--|
| 1. Beneficiary as the Grantor. | Your photo I.D. will be enough. |
| 2. Parent(s) as Grantors. | Include a copy of your son or daughter’s birth certificate. |
| 3. Grandparent(s) as Grantors. | Include a copy of your son or daughter’s birth certificate and a copy of your grandchild’s birth certificate. |
| 4. Legal Guardian as Grantor. | Include a copy of your Letters of Guardianship and a copy of the Court Order authorizing you to sign the Joinder Agreement. |
| 5. Court as Grantor. | If you are acting at the direction of a Court, include a copy of the Court Order that directs you to execute the Joinder Agreement. |

The documents listed above are examples only and are not intended to be exhaustive or all inclusive. Any document that establishes the Grantor’s relationship to the Beneficiary, and the status to establish the Trust on behalf of the Beneficiary, will be sufficient. Please note, however, that the documents provided must clearly and unequivocally establish the Grantor’s status.

Exhibit "E"

Disclaimer Regarding Legal Advice

BY MY SIGNATURE below, I freely and openly acknowledge the following.

1) Neither the Non-Profit Trustee, the Co-trustee, if any, nor any of their employees and/or agents, including but not limited to any and all law firms engaged by the Non-Profit Trustee or Co-trustee, if any, have offered or given me any legal advice regarding: a) the Joinder Agreement and/or the Trust; b) the suitability of the Joinder Agreement and/or the Trust as it may apply to my particular circumstances; and, c) the suitability of the Joinder Agreement and/or the Trust as it may apply to the particular circumstances of the Beneficiary.

2) I have been encouraged to, and have had a full, complete, and fair opportunity to seek independent legal counsel.

Dated the ____ day of _____, _____.

Grantor

TRUSTEE FEE SCHEDULE

THE CENTER FOR SPECIAL NEEDS TRUST ADMINISTRATION, INC.

The Center does not set any minimum deposit requirements, nor does it charge any minimum trustee fees. Trustee fees are calculated on the value of the trust assets and charged annually according to the following schedule: two percent (2%) on the first \$500,000; one and one-half percent (1.5%) on the next \$500,000; and, one percent (1%) on trust assets over \$1,000,000.00.

The Trustee Fee covers basic fiduciary and administrative services, custodial services, and monitoring of public assistance benefits. While this fee does not include actual tax preparation, all necessary tax information is provided as part of the administrative process.

In circumstances where income is assigned to, and/or deposited into the trust account, the annual projected income shall be included when valuing the asset base and calculating the trustee fee. In circumstances where periodic payments from a structured settlement are assigned to, and/or deposited into the trust account, the present value of the underlying qualified funding asset will be used in some fashion when valuing the trust account and calculating the trustee fee.

NOTES:

- *Administrative Fee.* A one-time administrative fee of \$2,500 is charged for the process of accepting and setting up new trust accounts.
- *Not Included in the Trustee Fee.* The Trustee Fee does not include any professional fees the beneficiary may request or require such as attorney fees, guardian fees, or care management fees; nor does it include any supplementary administrative services such as court fees, real estate management, asset management fees, storage fees for personal property, or taxes.
- *Extraordinary Services.* The Trustee reserves the right to charge for unusual or extraordinary services. In the event any such charges are incurred, the Trustee shall provide timely notification to the Beneficiary, or the Beneficiary’s representative. Any extraordinary service fee will also be reflected on the Trustee’s fiduciary accountings.

Fee Schedule Effective as of January 2008.