

**DECLARATION OF TRUST
SPECIAL NEEDS TRUST FOUNDATION
SELF-SETTLED MASTER TRUST**

THIS DECLARATION made this 17th day of March, 2006 by and between the Special Needs Trust Foundation Self-Settled Master Trust, as Settlor, and the Special Needs Trust Foundation as a Trustee.

The name of the Trust established by this Declaration of Trust is the Special Needs Trust Foundation Self-Settled Master Trust.

WHEREAS, the Settlor has deposited with the Trustee the property listed on Appendix 1 attached hereto and wishes to establish a trust solely to further the Settlor's program to provide benefits for handicapped and disabled persons as set forth herein.

NOW, THEREFORE, IT IS AGREED that the Trustee shall administer and dispose of the trust property as more specifically set forth hereinafter.

ARTICLE ONE

Declaration of Trust:

The Settlor hereby establishes a master trust for the convenience of individual Beneficiaries who qualify and wish to join it. The name of this Trust shall be the Special Needs Trust Foundation Self-Settled Master Trust. If a Joinder Agreement is executed incorporating this Declaration of Trust by reference, and the Joinder Agreement has been approved by the Special Needs Trust Foundation, the Trustee agrees to hold, administer, and distribute the income and principal of the trust in accordance with the terms and provisions hereinafter set forth.

ARTICLE TWO

Definitions: For all purpose under this instrument:

- (a) "Beneficiary" or "Beneficiaries" shall mean a disabled person as defined in § 1614(a)(3) of the Social Security Act (42 U.S.C. § 1396, to be a recipient of services and benefits under this Trust. 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 believes that the individual will meet the necessary requirements.
- (b) "Distribute" shall mean to pay over, convey, deliver, transfer, and assign absolutely and in fee simple forever, free of all trusts created hereunder
- (c) "Donor" shall mean a parent, grandparent, or guardian of a Beneficiary, a Beneficiary himself or herself, or any court. Donor shall also include any person or entity that contributes his, her, or its own assets or property to the Trust for the benefit of a Beneficiary, by gift, will, contract, or agreement.
- (d) "Government assistance" shall mean all services, medical care, benefits, and financial assistance that may be provided by any state or federal agency to or on behalf of a Beneficiary. Such benefits include but are not limited to the Supplemental Security Income (SSI) program, the Old Age Survivor and Disability Insurance (OASDI) program, the Supplemental Security Disability Income

(SSDI) program, the Medi-Cal program, together with any additional, similar, or successor public programs.

- (e) “Joinder Agreement” shall mean the instrument referred to throughout this instrument is the agreement by which a Beneficiary enrolls as a participant in the Trust. The agreement is between the SNTF and the Beneficiary (or the Beneficiary’s Legal Representative).
- (f) “Legal representative” shall mean a legal guardian, conservator, agent acting under a durable power of attorney, trustee, representative payee, or other legal representative or fiduciary of a Beneficiary. The SNTF shall not be considered the legal representative for the Beneficiary.
- (g) Payments for “supplemental needs” or for “supplemental care” shall mean non-support disbursements. It is not the Settlor’s intention to displace public and private financial assistance that may otherwise be available to any Beneficiary. It is the intention of the Settlor to limit the Trustee’s contribution to a Beneficiary’s supplemental care only. The following illustrates the kinds of supplemental, non-support disbursements that are appropriate for the Trustee to make from this trust to or for the benefit of a Beneficiary. Such examples are not exclusive: medical, dental, and diagnostic work and treatment for which there are no available private or public funds, and medical procedures that are desirable in the Trustee’s discretion, even though they may not be medically necessary or life saving. Further, a Beneficiary’s supplemental nursing care, rehabilitative and occupational therapy services are reasonably considered by the Trustee for payment. Differentials in cost between housing and shelter for share and private rooms in institutional settings may be paid by the Trustee in its discretion for Beneficiaries of the Trust. Care appropriate for a Beneficiary that assistance programs may not or do not otherwise provide may be paid by the Trustee as well. Expenditures for travel, companionship, cultural experiences, and expenses in bringing a Beneficiary’s siblings and others for visitation with him or her are expenditures that may be of value and ought to be considered for payment by the Trustee. Supplemental care needs shall also include items of a similar nature specified in a Joinder Agreement if approved by the Trustee..
- (h) “Settlor” and/or “Special Needs Trust Foundation (SNTF)” shall mean “Special Needs Trust Foundation” in its capacity as a California not-for-profit public benefit corporation.
- (i) “Special Needs Trust Foundation Self-Settled Master Trust (SNTF SSMT)” and/or “master trust” shall mean the trust hereby established.
- (j) “Trustee” shall mean the Special Needs Trust Foundation and its successor or successors and shall include any co-trustee or co-trustees. “Co-trustee” shall mean a person or entity, or both, selected by the Trustee to assist with the management, administration, allocation, and disbursement of Trust assets and property;

ARTICLE THREE

Purpose and Objective of the Trust:

The intention of the SNTF is to establish a master trust to hold pooled funds pursuant to 42 U.S.C. § 1396p d(4)(C), California Rule of Court 7.903 relating to trusts funded by court order, and Title 22 of the California Code of Regulations, Section 50489.9 (a)(4).

Further, it is the purpose and objective of the Trust to promote the Beneficiaries’ comfort and happiness, by using the trust property to provide and serve the interests of the Beneficiaries over and above their basic maintenance, support medical, dental, and therapeutic care, or any other appropriate care or service

that may be paid for or provided by other sources. It is not the Trust's purpose to provide basic services to any Beneficiary.

The Trustee shall use the trust property to promote the happiness, welfare, and development of the Beneficiaries by supplementing any actual or potential services or financial assistance in basic maintenance, support, medical, dental, and therapeutic care, or any other appropriate care or service the Beneficiaries receive, or may receive, from any local, state, or federal government or agency or department thereof, and without using any portion of the trust or its income or principal, to reimburse any local, state, or federal government or agency or department thereof for such maintenance ("Government Assistance").

The Trustee shall not make any distributions from the Trust that supplant or replace public assistance benefits from any county, state, federal government, regional center, or other governmental agencies that may be available to the Beneficiary, unless the Trustee determines, in the Trustee's sole and absolute discretion, that the advantage of such distributions outweighs the loss or reductions of the Beneficiary's benefits.

Before making any distribution of amounts retained in any sub-account, the Trustee consider the government assistance consequences to a Beneficiary of any particular disbursement and, may avail itself of the direction of trust service providers. If the Trustee deems it necessary, the Trustee may request that the Beneficiary obtain legal advice as to the government assistance impact of any such distribution to the Beneficiary.

If the Beneficiary elects to have the SNTF or its agents obtain such legal advice, the Trustee may pay attorney fees and expenses for such legal advice from the Beneficiary's sub-account. However, the Trustee shall not be responsible for the effect of a distribution of a Beneficiary receiving government assistance.

Each sub-account governed by this agreement shall be held and distributed "for the sole benefit of" each Beneficiary as defined by federal and state regulations. A sub-trust should not be reduced in value by the Beneficiary's creditors. A Beneficiary's public and/or private assistance benefits should not be made unavailable to them or be terminated because of this Trust. Assets held in this Trust and sub-accounts are not for the Beneficiaries' primary support. They are to supplement their care needs only. There is no obligation of support owing to the Beneficiaries by the Settlor nor by the Trustee; the Beneficiaries have no entitlement to the income or principal of this Trust, except as the Trustee, in its complete and unfettered discretion, elects to disburse, and the Trustee may act unreasonably in exercising discretion. The Trustee's judgment should not be substituted for the judgment of any other person or entity.

Within the expressed purpose and objectives of this trust, the Trustee shall have sole and unqualified discretion in making disbursements for the benefit of the Beneficiaries or in declining to make such disbursements. Any income not distributed shall be added annually to the principal in the Trust sub-account maintained for the respective Beneficiary.

ARTICLE FOUR

Effective Date and Contributions:

- (a) The SNTF shall initially fund this Trust with a lump sum payment of \$100.00. 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 Donor in accordance with the provisions of this Trust and the Joinder Agreement.

- (b) The Trust is established as of the day and year first above written. The Trust shall be effective as to any Beneficiary upon execution of a Joinder Agreement by a Donor, or by court order, subject to the approval of the Trustee. Upon delivery and acceptance by the Trustee of property acceptable to the Trustee, the Trust, as to the Donor of such property and the designation of the respective Beneficiary, shall be irrevocable and the contributed property shall not be refundable, except as is otherwise allowed under the Declaration of Trust.
- (c) Contributions are to be administered in accordance with the Joinder Agreement and the trust may be made by any person or entity at a time, subject to proper certification by the Trustee.
- (d) Final and contingent beneficiaries are to be named in the Joinder Agreement together with the desired amount and/or percentages. Any special instructions relating to the final and contingent beneficiaries should be described in the Joinder Agreement. However, the right of any final or contingent beneficiaries shall be subject to the State of California's right to reimbursement.

ARTICLE FIVE

Distribution Guidelines:

- (a) The Trustee may, at its discretion, disburse trust income or principal to purchase property or service for each Beneficiary, consistent with the purpose and objective of this Trust. Disbursements shall be made according to the interests and needs of each Beneficiary, taking into account the services and financial resources available to him or her from any sources.
- (b) The Beneficiary's future needs may be considered by the Trust in connection with disbursements made.
- (c) In determining a Beneficiary's eligibility for any public benefits, no part of the principal or undistributed income of the Beneficiary's individual sub-account shall be considered available to the Beneficiary. In the event the Trust is requested to release principal or income of the Trust to or on behalf of a Beneficiary to pay for equipment, medication, or services which any government agency is authorized to provide, or in the event the Trust is requested to petition the court or any other administrative agency for the release of trust principal or income for this purpose, the Trustee is authorized to deny such request and is authorized, in the Trustee's discretion, to take whatever administrative or judicial steps may be necessary to continue a Beneficiary's eligibility for benefits including obtaining instructions from a court of competent jurisdiction ruling that the sub-account is not available to a Beneficiary for eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorney's fees, shall be a proper charge to the individual sub-account.
- (d) The Trustee, in its sole discretion, may make any payment under the Trust (1) directly to a Beneficiary, (2) to any person deemed suitable by Trustee, (3) by direct payment of a Beneficiary's expenses, or (4) in any form allowed by law.
- (e) The Beneficiary's needs shall supersede the interests of all remainder beneficiaries recognized under the individual Beneficiary's sub-account.
- (f) The Trustee may seek the advice and assistance of any guardians, care-takers, advocates or legal representatives of the Beneficiary, or others, including any federal, state, and local agencies that are established to assist people with disabilities. The Trustee may use available resources to assist in identifying programs that may be of legal, social, financial, developmental, or other assistance to Beneficiaries. The Trustee shall not, in any event, be liable to any Beneficiary for failure to identify all programs or resources that may be available to such Beneficiary because of his or disabilities. It

is the responsibility of the Beneficiary to seek out, apply for appropriate assistance programs and to properly provide the necessary documentation and information required to qualify and remain qualified for any such government assistance program.

- (g) The Trustee may withhold an amount, not to exceed \$1,500 from each individual sub-account, in an account owned by the Trust, in order to pay unanticipated expenses the Trustee may incur or require for or on behalf of a Trust Beneficiary. The expenses from this fund are to be paid at such time as determined in the sole discretion of the Trustee. After the death of the Beneficiary and payment of such expenses, the unspent balance is to be returned to the Beneficiary's individual sub-account.
- (h) Notwithstanding any provision to the contrary, if a Beneficiary does not receive or no longer receives any government assistance, the Trustee, in the Trustee's sole discretion, and upon the written statement of the Beneficiary concerning the Beneficiary's government assistance status, may from time to time and for such duration, make distributions from a Beneficiary's individual sub-account for the Beneficiary's care, support, maintenance and education directly to the Beneficiary or for the Beneficiary's benefit. Provided, however, if a Beneficiary again becomes eligible for government assistance, this section shall no longer apply as long as the Beneficiary is receiving government assistance. In the alternative, the Trustee, in the Trustee's sole discretion, may terminate the Beneficiary's sub-account in accordance with the provisions of this Declaration of Trust.

ARTICLE SIX

Trustee's Fees:

As Trustee, the SNTF shall be entitled to an annual fee from each trust sub-account. This fee shall be determined according to a schedule developed by the Trustee and provided to all the Beneficiaries, their legal representatives, or designees.

The amount of fees and expenses associated with each individual sub-account shall be set forth and charged in the manner described in the Trustee Fee Agreement between the Trust and the Beneficiary. The Trust shall be entitled to additional compensation for extraordinary services rendered which are not covered in the Trust's Fee Agreement. Expenses shall either be:

- (1) apportioned on a pro rate basis to all individual sub-accounts, or
- (2) charged only against the individual sub-account for which the expenses were incurred.

Notwithstanding any agreement to the contrary, the Trustee may modify its compensation and expense reimbursement amount based upon changes in the Trust's economic and general circumstances.

ARTICLE SEVEN

Administrative Provisions:

- (a) A separate sub-account shall be maintained for each Beneficiary. However, for purposes of investment and management of funds, the Trustee may in its discretion pool the assets of the sub-account while maintaining individual sub-accounts. The Trustee, or its authorized agents, shall maintain records for each sub-account in the name of and showing the assets contributed for each Beneficiary, along with increases in and decreases in their sub-account.
- (b) For accounting purposes, the trust shall be operated on a calendar year basis. The Trustee, or its authorized agent, shall maintain records for each trust sub-account in the name of, and show in the property contributed for, each Beneficiary. Periodic accounts not less often than annually shall be

sent to each Beneficiary, showing additions to and disbursements from the funds held on accounts in the trust for that Beneficiary during the preceding calendar year. If the Beneficiary objects to the accounting, the time to object is thirty (30) days from the date of receipt of the accounting. Failure to object within this time period shall conclusively be deemed an acceptance of the accounting as to all matters and transactions set forth therein as to the person not timely objecting.

- (c) The Trust sub-account records of the Trustee, along with all Trust sub-account documentation, shall be available and open at all reasonable times for the inspection of the Beneficiary, or his/her legal representative, or both. The Trustee shall not be required to furnish Trust records or documentation to any individual, corporation, or other entity who is not a Beneficiary, or does not have the express written approval of the Beneficiary to receive such information, or who is not the fiduciary of the Beneficiary.
- (d) No authority described in this instrument or available to the Trustees pursuant to applicable law shall be construed to enable the Trustee to purchase, exchange, or otherwise deal with or dispose of the principal or income 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 principal or income of any Trust sub-account, directly or indirectly, without adequate interest or security.
- (e) The Trustee may employ such accountants, attorneys, investment advisors, consultants, government benefit specialists and other agents as may be necessary and to compensate them for their services; and to reimburse them for reasonable and necessary expenses attributable to the services rendered to or on behalf of the Trustee and/or a Trust Beneficiary.
- (f) The Trustee shall not be responsible for the preparation and filing of any tax returns for any Beneficiary but may provide assistance by a professional tax preparer for a Beneficiary if requested:
 - (1) To prepare and file all types of tax returns, forms and schedules and arrange for payment of all local, state, and federal taxes incident or applicable to a Beneficiary's individual sub-account; to prepare all necessary fiduciary income tax returns; and to make all necessary and appropriate elections in connection with such returns in its discretion.
 - (2) To pay and of a Beneficiary's income tax liability that results from income received by the Trust but properly reported on a Beneficiary's income tax return. The funds used to pay any such income tax liability shall be paid directly to the appropriate tax authority and shall not be available to a Beneficiary. A Beneficiary shall not have any right to or interest in any such funds paid by the Trustee.
 - (3) In the event of a tax refund, any amount refunded shall be paid directly to the Trustee to the extent such refund is attributable to amounts previously paid by the Trustee.
 - (4) A Beneficiary, a Beneficiary's legal representative or Key Person shall execute any letters, powers of attorney or other documents required or requested by the taxing authority in order to allow payment of any refund to the Trustee.
 - (5) The Trustee shall receive additional compensation for these services.
- (g) The Trustee shall have full power and authority in its absolute discretion, without recourse to any court or any notice whatsoever, to do all acts and things necessary to accomplish the purpose of this trust, and to perform the Trustee's duties as such and receive, hold, manage, and control all the income arising from such trust and the corpus thereof and do such other acts or things concerning the trust as may be advisable, including, but not limited to, all powers conferred upon fiduciaries by the California Probate Code § 16200, which is hereby incorporated by reference in this Trust document.
- (h) No money or property (either principal or income) of the trust shall be pledged, assigned, transferred, sold in any manner anticipated, charged, or encumbered by any Beneficiary,

remainderman or other Beneficiary hereunder, except by operation of law, or be in any manner liable while in possession of the Trustee for his, her, or their debts, contracts, obligations, or engagements, voluntary or involuntary, or for any claims, legal or equitable, against such remainderman, Beneficiary, or beneficiaries. No trust property shall be available to any Beneficiary, remainderman, or any other Beneficiary until actually delivered to or for the benefit of him or her.

- (i) So long as the Trustee is prudent in administering the Trust, the Trustee may serve without bond.
- (j) The validity of this Trust shall be determined by the laws, including valid regulation, of the United States and the State of California. Questions of construction and administration of this Trust shall be determined by the laws of the situs of administration.

ARTICLE EIGHT

Trustee Investment Powers:

In order for the Trustee to meet its responsibilities under California's prudent investor laws or any other applicable state laws, and amendments thereto, the Trust may delegate some or all of its investment functions to an investment advisor with appropriate periodic review and monitoring of the investment advisor's actions.

The intention of this Declaration of Trust is to comply with California laws and regulations pertaining to the management of individual sub-accounts subject to continuing jurisdiction of a California Court. For investment purposes, the Trustee shall comply with the California Probate Code § 2574, and its successor statutes, unless the court having jurisdiction over the individual sub-account authorizes otherwise. Any variation from this Probate Code section must be evidenced by court order or by specific provisions in the Joinder Agreement approved by the court that retains jurisdiction over the individual sub-account. The Trustee shall have the power to invest any investments of an individual sub-account without authorization of the court, as set forth in California Probate Code § 2574 which is incorporated by reference into this Trust document.

The Trustee, with the assistance of an investment advisor, has developed specific asset allocation models designed to meet the short and long term individual and special needs of each Beneficiary. The funds in a Trust sub-account will be invested in an asset allocation model appropriate for the Beneficiary. The Trustee will determine and/or oversee the investments in each asset allocation model; however, neither the Settlor, the Trustee, or the investment advisor shall be responsible for any market losses in a Beneficiary's individual sub-account.

ARTICLE NINE

Indemnification:

The Settlor, the Trustee and each of its agents and employees, as well as its agents' and employees' heirs and legal and personal representatives, shall be and are hereby indemnified by the trust and the trust property against all claims, liabilities, fines, or penalties and against all costs and expenses (including attorneys' fees and disbursements and the cost of reasonable settlement) imposed upon, asserted against, or reasonably incurred thereby in connection with or arising out of any claim, action, suit, or proceeding in which he, she or it may be involved by reason of being or having been a Trustee or Settlor, 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, expenses or at the time of being subjected to the same. However, said persons and entities (or their heirs or legal representatives) 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 as such, by a court of competent jurisdiction. This right of indemnification shall not be exclusive of, or prejudicial to, other rights to which any such person or entity may be entitled as a matter of law or otherwise.

No member of the SNTF, its governing board while acting as Trustee shall be considered an insurer of the Trust Fund, this Declaration of Trust or any individual sub-account.

The Settlor, the Trustee, the board of the SNTF, or any of their agents and employees shall not be liable for any fraudulent transfers and conveyances made by a Trust Beneficiary or their legal representative(s) in order to obtain government assistance or for any other purposes.

ARTICLE TEN

Amendment and Termination of Trust:

SECTION I

This Declaration of Trust shall be irrevocable, except that it may be amended from time to time to conform to any rules or regulations that are issued by any governing body or agency relating to the intent and purposes of the Trust, to clarify the construction and/or administration of the Trust, as well as to meet the requirements of any new law, rules or regulations for which the Trust can be utilized. In addition, the Trustee may amend this instrument with the approval of any court of competent jurisdiction in the State of California, by notice to the Department of Health Services, or its successor agency, of the State of California.

An amendment can be made as a formal amendment to the Trust or as an addendum to the Trust and/or the Joinder Agreement. An amendment and/or an addendum for a sub-account not under continuing court jurisdiction can be added to the Trust and/or the Joinder Agreement by the SNTF upon fifteen (15) days written notice to the Beneficiary (or the Beneficiary's legal representative) or immediately with written consent. If an amendment is made by an addendum to a Joinder Agreement affecting a limited number of Beneficiaries, notice to and/or the consent of only the affected Beneficiaries (or the Beneficiary's legal representative) is required.

SNTF may submit any amendment to a court of competent jurisdiction for approval, but is not required to do so for sub-accounts not subject to court jurisdiction. Any amendment affecting a sub-account that is under continuing court jurisdiction must be submitted for court approval unless the court specifically orders otherwise.

Notwithstanding the above sections, the SNTF shall not seek a proposed amendment to the Trust Agreement that would: (a) alter the purpose or objective of this Declaration of Trust; or (b) make contributions revocable that are otherwise irrevocable under this Declaration of Trust or the Joinder Agreement.

SECTION II

Termination of Individual Sub-Account:

Every reasonable attempt shall be made to continue this Trust for the purposes for which it is established. However, the SNTF does not and cannot know how future developments in the law, including administrative agency and judicial decisions, may affect the Trust Agreement or any individual sub-account. If the SNTF has reasonable cause to believe that the assets of an individual sub-account are or will become liable for basic maintenance, support, or care that have been or that would otherwise be

provided to such Beneficiary by local, state or federal government, or an agency or department thereof, the SNTF, in its sole discretion, may direct the Trust to:

- (a) continue to administer the sub-account pursuant to applicable policies established by the SNTF and to the extent permitted by law. Any determination made by the SNTF shall be binding and conclusive upon all persons who might then or thereafter have or claim any interest in an individual sub-account. The SNTF and/or the Trustee shall bear no liability for making distributions in accordance with this section that result in a reduction, loss or denial of government assistance; or
- (b) make or direct the distribution to or for the benefit of the affected Beneficiary, including seeking a court order to refund the remaining assets of the individual sub-account to the Beneficiary. The SNTF and/or the Trustee shall bear no liability for making distributions in accordance with this section that result in a reduction, loss or denial of government assistance; or
- (c) transfer the individual sub-account to the trustee of a private special needs trust established for the Beneficiary; or
- (d) terminate the affected Beneficiary's individual sub-account as though he or she had died, and distribute the assets in the individual sub-account according that Beneficiary's joinder agreement.

SECTION III

Changes in Eligibility:

- (a) If the Beneficiary moves out of the State of California , or no longer meets the definition of a disabled person, while there are assets remaining in the individual sub-account for his or her benefit, the SNTF, in its sole discretion may direct the Trustee to:
 - (1) continue to administer the individual sub-account for the benefit of the Beneficiary pursuant to policies established by the SNTF. Any determination made by the SNTF shall be binding and conclusive upon all persons who might then or thereafter have or claim any interest in an individual sub-account. The SNTF and/or the Trustee shall bear no liability for making distributions in accordance with this section that result in a reduction, loss or denial of government assistance; or
 - (2) transfer the individual sub-account to a trustee in the Beneficiary's new state of residence if that state has a same or similar trust established to disabled persons; or
 - (3) transfer the individual sub-account assets to the trustee of a private special needs trust established for the Beneficiary or to a pooled trust in another state; or
 - (4) terminate the affected Beneficiary's individual sub-account as though he or she had died, and distribute the assets in the individual sub-account according that Beneficiary's joinder agreement.

In the event of an individual sub-account termination under the conditions described in this Article or elsewhere within this Declaration of Trust, the Trustee shall give notice of the trust termination to any county or city or state that has made a written request to the Trustee for notice and to all of the following state agencies: California Department of Health Services, California Department of Mental Health, and the California Department of Developmental Services in compliance with all state and federal law pertaining to disposition of such assets. All amounts remaining in the Trust sub-account shall be paid to

the State(s) Department of Health Services, or equivalent, up to an amount equal to the total medical expenses paid on the Beneficiary's behalf in accordance with state and federal law.

Upon the death of the Beneficiary in whose name such contribution or contributions were made and held in trust, the trust property standing in his or her name shall be distributed upon proof of death and in accordance with the Joinder Agreement.

SECTION IV

Legal Expenses:

In the event that the Beneficiaries (or the Beneficiary's legal representative) determine that it is in the best interests of the Beneficiary to terminate the trust because of changed circumstances, the SNTF may require the Beneficiaries (or the Beneficiary's legal representative) to seek a legal opinion from counsel retained by Beneficiary (or the Beneficiary's legal representative). Termination will only be authorized by the SNTF after all alternatives have been considered such as purchases of exempt resources, prepayment of services, or other alternatives authorized by law and regulations governing public benefit eligibility. The counsel shall also advise the Beneficiary (or the Beneficiary's legal representative) regarding any liens that may become due or rights to reimbursement that have to be satisfied upon termination of the individual sub-account. Payment to counsel for the Beneficiary shall be an expense of the individual sub-account.

SECTION V

Trust Remainder Share to the SNTF:

Unless the Beneficiary's Joinder Agreement provides otherwise, or if no other distribution is possible, the entire remainder amount in a deceased Beneficiary individual sub-account shall be added to the Trust Operating Account maintained by the Trust as the Trust Remainder Share. The Trust Remainder Share shall be placed in the Trust Operating Account by the Trustee to be used to carry out the SNTF's exempt activities and programs.

SECTION VI

Termination of SNTF:

If it becomes impossible, or impracticable, to carry out the Trust's purposes with respect to all Beneficiaries, the Trustee may terminate the Trust and any property remaining in the Trust shall be applied and paid over to such other organization or organizations as the Trustee, in its sole discretion, may determine then to be serving the interests and needs of people with disabilities in a manner consistent with the purposes of this Trust. Before such action is taken, a final accounting along with an application seeking approval of the action to be taken shall be filed in a court of competent jurisdiction in this state.

ARTICLE ELEVEN

Successor Trustee:

Any Trustee, co-trustee or successor trustee appointed by the SNTF shall accept the role as a trustee, a co-trustee or successor trustee pursuant to the terms of a separate written agreement with the SNTF. The SNTF reserves the right to appoint and/or remove a trustee, a co-trustee or a successor trustee, and to appoint, remove itself or reappoint itself as a trustee, a co-trustee or a successor trustee. SNTF has the authority to serve as a trustee and exercise trust powers pursuant to the laws of California.

The Trustee may resign only with the approval of a court of competent jurisdiction in this state.

Any change of trustees shall require court approval by any court retaining jurisdiction over that account in accordance with California Rule of Court 7.903.

Any successor Trustee shall act as such without any liability for the acts or omissions of any predecessor Trustee.

IN WITNESS WHEREOF, the undersigned hereby subscribe to this Declaration of Trust, consisting of six (6) pages, including this page, on the date first above written.

THE SPECIAL NEEDS TRUST FOUNDATION AS SETTLOR

BY: _____

THE SPECIAL NEEDS TRUST FOUNDATION AS TRUSTEE

BY: _____