

**Special Needs Trust Foundation
THIRD PARTY MASTER TRUST
AGREEMENT**

THIS MASTER TRUST AGREEMENT is made this 17 day of January, 1992, by and between the Special Needs Trust Foundation, as Settlor, and San Diego Community Foundation, as Trustee.

The name of the trust shall be the "Special Needs Trust Foundation Master Trust," sometimes hereinafter referred to as the "Master Trust". The Settlor hereby establishes the Master Trust for the convenience of qualified individual Donors. If a Donor executes a Joinder Agreement incorporating this Master Trust Agreement by reference, and if the Joinder Agreement is approved by the Special Needs Trust Foundation, the Trustee agrees to hold, administer, and distribute the income and principal of the Donor's property transferred to the Master Trust in accordance with the terms and provisions of the Joinder Agreement and this Master Trust Agreement, as hereinafter set forth.

ARTICLE ONE

Definitions

For all purposes under this instrument:

(a) "Trustee" shall mean San Diego Community Foundation and its successor or successors in such capacity;

(b) "Settlor" and/or "Special Needs Trust Foundation" shall mean "Special Needs Trust Foundation" in its capacity as a California nonprofit public benefit corporation.

(c) "Special Needs Trust Foundation Master Trust" or "Master Trust" shall mean the trust hereby established;

(d) "Person with special needs" or "Persons with special needs" shall mean those persons with disabilities as determined by the Settlor in accordance with a Joinder Agreement;

(e) "Donor" or "Donors" shall mean those persons or entities from time to time making contributions pursuant to a Joinder Agreement to the Master Trust;

(f) "Joinder Agreement" shall mean the instrument referred to in Article Three.

(g) "Special needs" shall mean those needs set forth in the first paragraph of Article Two below.

(i) "Individual Sub-Account" shall mean the account which is established for a particular person with special needs following the execution and approval of a Joinder Agreement and delivery to and acceptance by the Trustee of property from the donor to be utilized for a particular person with special needs.

(k) "Governmental assistance" shall mean actual or potential services or financial assistance in basic maintenance, support, medical, dental and therapeutic care, or any other appropriate care or service persons with special needs receive, or may receive, from any local, state, or federal government or agency or department thereof.

ARTICLE TWO

Use and Distribution of Trust Income And Principal

It is the purpose of the Master Trust to provide extra and supplemental medical, health, and nursing care, dental care, developmental services, support, maintenance, education, rehabilitation, therapies, recreation, social opportunities, assistive devices, advocacy, legal services, personal attendant

care, consultant services, and all other appropriate and necessary services for persons with special needs over and above the benefits they otherwise receive as a result of their disabilities from any local, state or federal government or from any other private or public profit or non-profit organizations. It is the express purpose of the parties to use the Master Trust estate only to supplement other benefits received by persons with special needs. To this end, the Trustee may provide such resources and experiences as will contribute to and make a person with special needs' life as pleasant, comfortable and happy as feasible.

The Trustee shall use the trust property to promote the happiness, welfare, and development of persons with special needs without in any way reducing the actual or potential services or financial assistance in basic maintenance, support, medical, dental and therapeutic care, or any other appropriate care or service persons with special needs receive, or may receive, from any local, state, or federal government or agency or department thereof, and without using any portion of the Master Trust or its income or principal, to reimburse any local, state, or federal government or agency or department thereof for such maintenance. The Trustee is prohibited from using or applying the trust property in any way which would jeopardize the Government Assistance otherwise available to persons with special needs.

Within the expressed purposes and objectives of this trust, and in accordance with the provisions of Article Five of this Master Trust Agreement the Trustee shall make disbursements for the benefit of the persons with special needs as advised by the Special Needs Trust Foundation. Funds available for disbursement but not disbursed in any one year may be accumulated for disbursement in subsequent years.

ARTICLE THREE

Effective Date and Contributions

(a) The Master Trust is established as of the day and year first above written. It shall be effective as to any Donor and person with special needs upon execution of a Joinder Agreement by the Donor and by the Special Needs Trust Foundation. A sample of the Joinder Agreement is attached hereto as Appendix 1. Upon delivery to and acceptance by the Trustee of acceptable property, the Master Trust, as to such Donor and the designation of the respective person with special needs shall be irrevocable. Such property, and any property subsequently added thereto, shall be held in an individual sub-account for the benefit of the designated person with special needs.

(b) A Donor may make contributions of acceptable property during the Donor's life or at death. Unless a lifetime contribution is to be added to an existing individual subaccount, the Donor shall execute a new Joinder Agreement as

provided in paragraph (a) of this Article Three. Contributions intended to take effect upon the death of the Donor shall be effective when received and accepted by the Trustee, which acceptance by the Trustee shall be mandatory if the Trustee is reasonably able to determine from all information available to the Trustee the identity of the person or persons with special needs for whom such contribution shall be held and administered pursuant to the terms of this Master Trust Agreement. Upon receipt and acceptance by the Trustee, such contributions shall be irrevocable.

(c) Contributions to be administered in accordance with a Joinder Agreement and the Master Trust may be made by any person or entity, subject to execution of the Joinder Agreement by the Donor and by the Special Needs Trust Foundation.

(d) The Trustee is specifically given the power to refuse any property other than cash if, in the Trustee's sole and absolute discretion, such property is not acceptable for inclusion in the trust estate.

ARTICLE FOUR

Expenditures

Individual Sub-Accounts

The Trustee shall disburse Master Trust income or principal to purchase property or services for the Person with special needs from that person's individual sub-account, consistent with the

Trust's purpose and objective and in accordance with Article Five of the Master Trust Agreement and Section G of the Joinder Agreement. Disbursements shall be made according to the interests of each Person with special needs, taking into account the services and financial resources available to him or her from any other sources.

ARTICLE FIVE

Special Needs Trust Foundation as Advisor

The Special Needs Trust Foundation shall advise the Trustee regarding the propriety and suitability of proposed or requested distributions for the benefit of a Person with special needs. Upon receipt of such proposals or requests, the Trustee shall forward them to the Special Needs Trust Foundation for evaluation. If the Special Needs Trust Foundation approves a proposal or request, it shall so advise the Trustee, who shall then distribute the approved amount to the appropriate person or entity, including, but not limited to, the Person with special needs (taking into consider the restrictions regarding resources and income of that Person), a member or friend of the Person with special needs, a member charitable organization, or a provider of goods or services for the benefit of the Person with special needs. The Trustee shall have no duty to question or review any such advice from the Special Needs Trust Foundation or to seek or solicit proposals or requests for distribution,

and the Trustee shall have no responsibility to see to the proper application of funds disbursed to the Special Needs Trust Foundation pursuant to such advice.

The Special Needs Trust Foundation shall receive no compensation or expense reimbursement from the Trustee or the individual sub-accounts for its services as Advisor.

ARTICLE SIX

Trustee Compensation

The Trustee shall be entitled to receive reasonable compensation from each Trust sub-account in accordance with a fee schedule established by the Trustee for this Trust.

ARTICLE SEVEN

Spendthrift Provision and Related Limitations

No part of the corpus of the trust created herein shall be used to supplant or replace public assistance benefits of any state or federal agency which has a legal responsibility to serve persons with special needs which are same or similar to the special needs of the beneficiaries of this trust. No interest in the principal or income of this trust shall be anticipated, assigned, or encumbered, nor shall any such interest be subject to any creditors' claim or to legal process, prior to its actual receipt by the person with special needs.

Neither principal nor undistributed income shall be subject to the claims of voluntary or involuntary creditors for the provisions of care and services, including residential care, by any public entity, office, department, or agency of any state or of the United States.

No interest in the principal or income of this trust may be sold or otherwise transferred for money or other consideration. Upon the death of a person with special needs, any amount in that person's sub-account shall be distributed as provided in Paragraph F of the Joinder Agreement, and the interests of remainder-men as provided in said Paragraph F shall be subject to all of the prohibitions against alienation contained in this Article Seven.

ARTICLE EIGHT

Provisions Regarding Trustee's Power.

(a) General Powers of Trustee. To carry out the purposes of this trust and subject to any limitations stated elsewhere herein, the Trustee is vested with the following powers, in addition to those now or hereafter conferred by law, affecting the trust and the trust estate:

(1) Retain Assets. To continue to hold any property, as long as the trustee deems advisable.

(2) Manage Generally. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divided, improve and repair trust property.

(3) Lease. To lease trust property for terms within or beyond the term of the trust and for any purpose.

(4) Borrow. To borrow money and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or otherwise; to borrow money on behalf of one trust from any other trust created hereunder.

(5) Obtain Insurance. To carry, at the expense of the trust, insurance of such kinds and in such amounts as the trustee deems advisable to protect the trust estate and the trustee against any hazard.

(6) Litigate. To commence or defend such litigation with respect to the trust or any property of the trust estate as the Trustee may deem advisable, at the expense of the trust.

(7) Compromise. To compromise or otherwise adjust any claims or litigation against or in favor of the trust.

(8) Permissible Investments. To invest and reinvest the trust estate in every kind of property, real, personal, or mixed and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, common trust funds, mutual funds, and

mortgage participations, which persons of prudence, discretion and intelligence acquire for their own accounts.

(9) Powers re Securities. With respect to securities held in the trust, to have all the rights, powers and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies and pay assessments, to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases, and incident to such participation to deposit securities with the transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription of conversion rights.

(10) Employ Agents and others. To appoint, employ and pay such agents and employees as the trustee deems necessary or advisable, including (without limiting the generality of the foregoing) accountants, attorneys, investment counselors and custodians of the trust property.

(11) Partition on Distribution. on any preliminary or final distribution of the trust estate, to partition, allot and distribute the trust estate in undivided interests or in kind, or partly in money and partly in kind, and pro rata or otherwise, at valuations determined by the Trustee, and to sell such property as the Trustee may deem necessary to make division or distribution.

(b) Discretion re Principal and income. Matters relating to the rights of beneficiaries among themselves as to principal and income shall be governed by the provisions of the Principal and Income Act from time to time existing. In the event the Principal and Income Act shall contain no provision concerning a particular item., the Trustee shall have the power to determine what is principal or income of the trust estate and apportion and allocate, in the Trustee's reasonable discretion, receipts and expenses as between these accounts. All of the foregoing powers shall be subject to the Trustee's duties to treat equitably both the income beneficiaries and remaindermen under this trust.

(c) General Fiduciary Power. The enumeration of certain powers of the Trustee shall not limit the Trustee's general powers, the Trustee, subject always to the discharge of the trustee's fiduciary obligations, being hereby given all the rights, powers and privileges which an absolute owner of the same property would have.

(d) Investment Freedom. Nothing in this trust instrument shall be construed to restrict the Trustee from investing the trust assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

(e) Maintenance of Individual Sub-Accounts. Each individual sub-account established by one or more Donors for a

particular Person with special needs shall be held and administered by the Trustee as a separate account or "sub-trust" and separate records shall be maintained for each such separate account; however, all such trust assets may be commingled by the Trustee for investment and other purposes for the overall benefit of all of the beneficiaries.

ARTICLE NINE

Amendment and Termination of Trust

SECTION I

The governing board of the Special Needs Trust Foundation shall have the power to amend the provisions of this Master Trust Agreement and the Joinder Agreement provided; however, that such power of amendment shall not extend to any amendment thereof which shall:

(a) alter the purpose or objective of the Trust, (b) make gifts revocable that are otherwise irrevocable under this Master Trust Agreement or the Joinder Agreement, or (c) change the duties of the Trustee without its consent; and provided further, that power to amend the provisions of a Joinder Agreement executed by a Donor and previously accepted by the Special Needs Trust Foundation shall not be exercised to change the dispositive terms of the Joinder Agreement without the consent of the Donor or a proper court order pursuant to the California Trust Law.

SECTION II

If the Trustee has reasonable cause to believe that trust income or principal is or may become liable for basic maintenance, support, medical, dental and therapeutic care, or any other appropriate care or service for any Person with special needs that has been or would otherwise be provided by local, state, or federal government or agency or department thereof, the Trustee may within its discretion terminate the Trust sub-account for the benefit of the affected Person with special needs in which case the Trustee shall distribute the trust property to the Donors or surviving Donor, as the case may be, and if none is then living, the trust property shall be distributed according to the provisions of Article Nine, Section III, set forth below.

SECTION III

Upon the death of the person with special needs for whose benefit a sub-account is held in trust, the entire balance of the sub-account, including principal and undistributed income, shall be distributed upon proof of death in accordance with the Joinder Agreement.

SECTION IV

If it becomes impossible or impracticable to carry out the Master Trust's purpose and objective, the Trustee may terminate

the Master Trust and distribute the trust property as set forth in Section II of this Article.

ARTICLE TEN

Resignation

The Trustee may resign (or be removed without cause by the Special Needs Trust Foundation) at any time. Such resignation or removal shall be effective upon thirty (30) days' written notice to the Special Needs Trust Foundation or to the Trustee, as the case may be. Any successor Trustee must be an institutional fiduciary doing business in the state of California and qualified to be trustee of this trust, and shall be selected and appointed by the Special Needs Trust Foundation. If the Special Needs Trust Foundation does not appoint a successor Trustee within thirty (30) days of receiving notice of the Trustee's resignation, a successor Trustee shall be selected and appointed by a Court of competent jurisdiction in San Diego County, California.

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

ARTICLE ELEVEN

Construction of Trust.

(a) Significance of Headings. Titles and headings contained herein are used for ease of reference only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions herein.

(b) California Law Applicable. This trust has been accepted by the trustee and will be administered in the State of California, and its validity, construction and rights thereunder shall be governed by California laws.

(c) Severability of Provisions. If any provision of this trust is unenforceable, the remaining provisions shall nevertheless be carried into effect.

(d) Number and Gender. As used in this trust, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the content so indicates.

IN WITNESS WHEREOF, the undersigned hereby subscribe to the above Master Trust Agreement, consisting of 14 pages, including this page, on the date first above written.

SPECIAL NEEDS TRUST FOUNDATION

By: _____

TRUSTEE

By: _____