

Special Needs Trust Foundation

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SPECIAL NEEDS TRUST FOUNDATION FIRST PARTY MASTER TRUST II

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SECTION 1

FIRST PARTY MASTER TRUST II

Special Needs Trust Foundation

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**SPECIAL NEEDS TRUST FOUNDATION
FIRST PARTY MASTER TRUST II**

THIS DECLARATION is made by and between the Special Needs Trust Foundation as Settlor, and the Special Needs Trust Foundation (“SNTF”) as a Trustee. The name of the Trust will be the Special Needs Trust Foundation First Party Master Trust II (aka Master Trust II).

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 individuals who are disabled 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
NAME AND DECLARATION OF TRUST**

The Settlor hereby establishes a master trust for the convenience of individuals who qualify and wish to join it (“Beneficiary” or collectively “Beneficiaries”). The name of this Trust shall be the Special Needs Trust Foundation First Party Master Trust II (aka Master Trust II). If a Joinder Agreement is executed incorporating this Declaration of Trust by reference, and the Joinder Agreement has been approved by the SNTF, 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
PURPOSE AND OBJECTIVE OF THE TRUST**

2.1 Purpose and Objective. 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.

2.2 Sole Benefit. 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.

2.3 No Obligation to Support. However, 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 sole and absolute 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.

ARTICLE THREE TRUST FUNDING AND EFFECTIVE DATE

3.1 Initial Funding of the Trust. The SNTF has funded 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 a Grantor in accordance with the provisions of this Trust and the Joinder Agreement.

3.2 Effective Date. The Trust is established as of the day and year indicated on the signature page. The Trust shall be effective as to any Beneficiary upon execution of a Joinder Agreement by a Grantor, 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 Grantor 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.

ARTICLE FOUR DISTRIBUTION GUIDELINES

4.1. Trustee's Discretion. Within the expressed purpose and objectives of this trust, the Trustee shall have sole and absolute discretion in making disbursements for the benefit of the Beneficiaries or in declining to make such disbursements. The Trustee may, at its discretion, disburse trust income or principal to purchase property or services 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. Any income not distributed shall be added annually to the principal in the Trust sub-account maintained for the respective Beneficiary.

4.2 Preservation of Public Benefits. 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 reduction of the Beneficiary's benefits.

Before making any distribution of amounts retained in any sub-account, the Trustee may consider the government assistance consequences to a Beneficiary of any particular disbursement and, may avail itself of the direction of benefits consultants or attorneys as the Trustee deems necessary. 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 to a Beneficiary receiving government assistance.

In determining a Beneficiary's eligibility for any public benefits, no part of the principal or 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.

The Trustee may seek the advice and assistance of any guardians, caretakers, 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 her disabilities. It is the responsibility of the Beneficiary, or the Beneficiary's legal representative, 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.

4.3 Needs of the Beneficiary. The Beneficiary's needs shall supersede the interests of all remainder beneficiaries recognized under the individual Beneficiary's sub-account. The Beneficiary's future needs may be considered by the Trust in connection with decisions regarding disbursements.

4.4 Final Expenses. The Trustee may place a hold on an amount, not to exceed \$5,000 of each individual sub-account, in order to pay final or 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. The final distribution of remaining funds shall be in accordance with Article Nine of this Declaration of Trust.

4.5 When Beneficiary is No Longer Receiving Public Benefits. 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 or the Beneficiary's legal representative, 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 and absolute discretion, may terminate the Beneficiary's sub-account in accordance with the provisions of this Declaration of Trust.

ARTICLE FIVE TRUSTEE PROVISIONS

5.1 Initial Trustee. In addition to its role as Settlor of this Trust, the SNTF shall serve as the initial Trustee of the Trust. The Trustee, whether the SNTF or a successor Trustee as provided in this instrument, shall manage the Trust in accordance with the provisions of this instrument, the applicable state and federal law, and shall perform such acts and duties as set forth in this instrument and the Joinder Agreement. The Trustee shall have full power and authority in its absolute discretion and without notice, to do all acts and things necessary to accomplish the purposes of this Trust.

5.2 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 the state of California.

5.3 Resignation of Trustee. 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 a Beneficiary's sub-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.

5.4 Trustee Bond. So long as the Trustee maintains procedural safeguards in its administration of the Trust, the Trustee may serve without bond, unless required by the court.

5.5 Trustee Fees. As Trustee, the SNTF shall be entitled to an annual management fee, paid quarterly, 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 Joinder 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.

Costs and other expenses shall either be:

- (a) apportioned on a pro rate basis to all individual sub-accounts, or

- (b) charged only against the individual sub-account for which the costs or 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.

5.6 Trustee Powers. 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.

5.7 Restrictions on Trustee's Power. 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.

5.8 Trustee's Delegation of Certain Investment and Management Functions. 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 and management functions as prudent under the circumstances to an investment advisor. The Trustee shall exercise prudence in selecting an agent, and establishing the scope and terms of the delegation, consistent with the purposes and terms of this trust and the sub-accounts. The Trustee shall periodically review the agent's overall performance and compliance with the terms of the delegation. 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.

In performing a delegated function, an agent has a duty to exercise reasonable care to comply with the terms of the delegation. Except in the following cases, a trustee will not be liable to the beneficiaries or to the trust for the decisions or actions of the agent to whom the function was delegated:

- (1) Where the trustee directs the act of the agent.
- (2) Where the trustee delegates to the agent the authority to perform an act that the trustee is under a duty not to delegate.
- (3) Where the trustee does not use reasonable prudence in the selection of the agent or the retention of the agent selected by the trustee.

- (4) Where the trustee does not periodically review the agent's overall performance and compliance with the terms of the delegation.
- (5) Where the trustee conceals the act of the agent.
- (6) Where the trustee neglects to take reasonable steps to compel the agent to redress the wrong in a case where the trustee knows of the agent's acts or omissions.

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, nor the investment advisor shall be responsible for any market losses in a Beneficiary's individual sub-account.

5.9 Trustee's Authority to Purchase Exempt Resources. The Trustee may maintain, or purchase and maintain exempt resources, including but not limited to a residence for a Beneficiary to be titled in the name of the Trust, the Beneficiary, or his or her legal guardian, and may also pay taxes, maintenance, and other expenses related to the exempt resource. The Trustee may also maintain, or purchase and maintain a vehicle for the Beneficiary to be titled in the name of the Beneficiary, or his or her legal guardian and shall name the SNTF as a lienholder. Arrangements shall be made in the Trustee's discretion to ensure the Beneficiary's continued eligibility for Supplemental Security Income (SSI) or other public benefits programs.

ARTICLE SIX ADMINISTRATIVE PROVISIONS

6.1 Sub-Accounts. 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.

6.2 Sub-Account Records. 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 legal representative of the Beneficiary.

6.3 Annual Accountings. 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 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.

6.4 Outside Resources. 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.

6.5 Tax Preparation. 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, including the following (and for which the Trustee may charge extraordinary management fees):

A. 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, and

B. To pay 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. 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.

The Beneficiary, Beneficiary's legal representative or Beneficiary Advocate 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.

6.6 Trust's Remainder Share. The Trust shall retain the portion of the Trust sub-account remainder that has been authorized by the Grantor in the Joinder Agreement, if any, to be added to the Trust Remainder Share sub-account retained by and in the name of the Trust (the "Trust's Remainder Share"). The Trust's Remainder Share shall be retained by the Trust and distributed for purposes determined by the Trustee in its sole discretion. In addition to purposes related to the SNTF, the Trustee may make distributions for the following purposes:

A. For the benefit of other Beneficiaries who are indigent, disabled persons as defined in 42 U.S.C. §1382c(a)(3),

B. To add sub-accounts for indigent disabled persons, as defined in 42 U.S.C. §1382c(a)(3), to the Trust as Beneficiaries,

C. To provide indigent 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

D. In furtherance of the charitable purpose.

Gifts or devises to the Trust shall be similarly treated unless the purpose for which a gift is made is specified by the donor. Any undistributed income of the Trust that is attributable to the Trust's Remainder Share shall be accumulated and added to the corpus of the Trust's Remainder Share.

6.7 Spendthrift Trust. No interest in the principal or income of this trust may be anticipated, assigned, encumbered, or subject to any creditor's claim or to legal process before actual receipt by the Beneficiary. Because this trust is intended to be conserved and maintained for the Beneficiary's special needs, no part of the trust principal or income may be subject to the claims of voluntary or involuntary creditors for any costs incurred or sums expended by any public agency, office, or department of California, any other state, or the United States, for the provision of care and services (including residential care) to or for the Beneficiary (whether prospectively or in reimbursement). The Beneficiary of the trust has a disability that substantially impairs the Beneficiary's ability to provide for the Beneficiary's own care or custody and constitutes a substantial handicap.

ARTICLE SEVEN INDEMNIFICATION

7.1 Scope of Indemnification. The Settlor, the Trustee and each of its agents, employees, directors, legal representatives 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 agents, employees, directors, legal representatives and personal 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 agents, or its governing board while acting as Trustee, shall be considered an insurer of the Trust, or any individual sub-account.

The Settlor, the Trustee, the governing board of the SNTF, as well as their respective agents, employees and representatives 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.

7.2 Limits on Indemnification. The SNTF, the Trustee, and their respective agents, representatives and employees (and their heirs and/or personal 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 or gross negligence in the performance of any duty as such, by a court of competent jurisdiction.

ARTICLE EIGHT AMENDMENT OF TRUST

8.1 Trust Irrevocable. 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, regulations or directives 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 of the state of California, or its successor agency.

8.2 Trust Amendment. 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 supervision 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. Notwithstanding the above, the SNTF shall not seek a proposed amendment to the Trust Agreement that would alter the purpose or objective of this Declaration of Trust.

8.3 Court Approval of Trust Amendment. SNTF may submit any amendment pursuant to this Article, to a court of competent jurisdiction for approval, but is not required to do so for sub-accounts not subject to continued court supervision. Any amendment affecting a sub-account that is subject to continued court supervision must be submitted for court approval unless the court specifically orders otherwise.

ARTICLE NINE TERMINATION OF SUB-ACCOUNTS OR OF THE ENTIRE TRUST

9.1 Termination of Individual Sub-Account During Trust Beneficiary's Life. 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 continue to administer the individual sub-account or terminate the sub-account as provided below.

9.1.1 Continued Administration of Sub-Account. The Trustee shall 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.

9.1.2 Terminate the Sub-Account. The Trustee may 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 or for the benefit of the Beneficiary, effectively terminating the trust 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. In terminating a Trust sub-account, the Trustee shall comply with all the following:

A. Allowable Expenses. Prior to reimbursement for medical assistance from the State(s) provided in sub-paragraph 9.1.2.B., the following expenses may be paid from the Trust sub-account:

- i. Taxes due from the Trust sub-account to the State(s) or Federal government due to the termination of the Trust sub-account; and
- ii. Reasonable fees and administrative expenses associated with the administration and termination of the Trust sub-account.

B. Medi-Cal Payback. After payment of the allowable expenses, the Trustee shall pay the State(s), as primary assignee, all amounts remaining in the Trust sub-account at the time of termination up to an amount equal to the total amount of medical assistance paid on behalf of the individual under the State Medicaid plan(s) subject to applicable state law;

C. Distribution of Remainder. Following payment of allowable expenses, if any, and payment of all remaining amounts as reimbursement to State Medicaid Plans subject to applicable state law, up to an amount equal to the total amount of medical assistance paid on behalf of the individual under the State Medicaid plan(s), the Trustee shall distribute the balance to the Beneficiary or the Beneficiary's conservator(s) or guardian(s), as appropriate.

9.1.3 Legal Expenses. In the event that the Beneficiary or the Beneficiary's legal representative determines that it is in the best interests of the Beneficiary to terminate the trust because of changed circumstances, the SNTF may require the Beneficiary 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 Beneficiary's 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 Beneficiary's counsel for these services shall be an expense of the individual sub-account.

9.2 Termination of Individual Sub-Account Upon Death of Beneficiary. Upon the death of a Beneficiary, the Trustee shall give notice to all appropriate state agencies and any amounts remaining in the Beneficiary's Trust sub-account shall be distributed as follows:

A. Trust Remainder Share. The Trust shall retain the portion of the Beneficiary's sub-account remainder that has been authorized by the Grantor in the Joinder Agreement to be added to the Trust Remainder Share and placed in the Trust Operating Account to be used as set forth in Section 6.6 of this instrument;

B. Allowable Expenses. Prior to the reimbursement of Beneficiary's sub-account funds to the state Medicaid agency the Trustee may pay from the Beneficiary's sub-account, if the applicable law allows, any taxes due to the State or Federal government because of the death of the beneficiary and reasonable fees for administration of the Beneficiary's sub-account such as an accounting of the Beneficiary's sub-account, completion and filing of documents, or other required actions associated with termination and final administration of the Beneficiary's sub-account;

C. Medi-Cal Payback. All proper state claims for reimbursement for Medical Assistance paid on behalf of the Beneficiary under California's state plan, and/or any other state's plan, shall be paid by the Trustee to the State Medicaid agency or agencies, in accordance with the law;

D. Distribution of Remainder. The Trust shall distribute all remaining funds in the Beneficiary's sub-account to the final remainder beneficiaries (the "Final Remainder Beneficiaries") listed under the Joinder Agreement, in the amounts and percentages indicated; provided however if any Final Remainder Beneficiary is a minor, is under a legal disability, or is incapacitated, Section 9.2(E) of this instrument shall apply, in the discretion of the Trustee. 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. Unless the Beneficiary's Joinder Agreement provides otherwise, or if no other distribution is possible, the entire remainder amount in a deceased Beneficiary's individual sub-account after the repayment of the expenses and amounts above, shall be added to the Trust Operating Account maintained by the Trust.

9.3 Distribution for Minor or Disabled Remainder Beneficiaries. The Trustee shall have the power to distribute property to a custodian for a minor or other eligible beneficiary under the Uniform Gifts or Transfers to Minors Act under any state's laws (and in doing so shall have discretion to establish a custodianship termination age up to age 25 if then allowed by the Act), or to use any other means of making distributions under applicable law or the terms of this Trust to any Final Remainder Beneficiary who is under legal disability. Such means include making payments for the beneficiary's benefit to the beneficiary's conservator, guardian, agent under a financial power of attorney, parent, or any other suitable adult with whom the beneficiary shall reside or making other payments on behalf of the beneficiary for the beneficiary's exclusive benefit. Further, the Trustee may make distributions for a Final Remainder Beneficiary who is incapacitated or disabled directly on behalf of the beneficiary, or to the conservator or guardian of such beneficiary's estate, to the Trustee of the beneficiary's revocable trust for the beneficiary's own benefit, to an attorney in fact named by the beneficiary or to a special needs trust for the beneficiary's benefit or to a special needs trust to be established by the Trustee for the beneficiary's benefit. "Incapacitated" shall mean that the Final Remainder Beneficiary has any condition that, in the Trustee's sole discretion: (a) renders him or her unable to conduct his or her regular affairs, and (b) that is likely to extend for a period longer than ninety (90) days.

9.4 Termination of Entire Trust. If it becomes impossible, or impracticable, to carry out the Trust's purposes with respect to all Beneficiaries, the Trustee may, in its sole discretion, seek termination in a court of proper jurisdiction, giving notice as required by law then in effect. Upon an order to terminate the entire Trust, the Trustee would then distribute the Trust assets in accordance with the provisions in Section 9.1.2 above. The Trust's Remainder Share shall be paid to the SNTF; provided, however, that if the SNTF has ceased to exist or has been dissolved, then the Trust's Remainder Share shall be applied and paid over to such other non-profit 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 action is taken under this Section, 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 TEN CHANGES IN ELIGIBILITY

10.1 Beneficiary Changes. 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, or for good cause, the SNTF, in its sole and absolute discretion may direct the Trustee to:

A. Continue to Administer Trust. The Trustee may continue to administer the Beneficiary's 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;

B. Transfer to Another Pooled Trust. The Trustee may transfer the Beneficiary's sub-account assets to a pooled trust in the same or another state. In the event of such transfer to another pooled trust under §1917(d)(4)(C), whether in the same or another State, no disbursements shall be made other than to the secondary §1917(d)(4)(C) trust or to pay for the expenses listed in SI 01120.199F.3 and SI 01120.201F.2.c; or

C. Terminate in Accordance with Section 9.1. The Trustee may terminate the Beneficiary's sub-account and after repayment of any payable administrative expenses and Medicaid liens, make or direct the distribution to or for the benefit of the affected Beneficiary, including seeking a court order to pay the remaining assets of the individual sub-account to the Beneficiary.

10.2 Notice of Termination. 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 as well as any Medicaid department in any other state in which the Beneficiary has received such benefits, in compliance with all state and federal law pertaining to disposition of such assets. 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 (the " Payback Amount") in accordance with state and federal law. Any final remainder amounts shall be distributed as directed in this instrument and by the Joinder Agreement in accordance with the treatment of early termination.

ARTICLE ELEVEN MISCELLANEOUS PROVISIONS

11.1 Rules of Construction. Unless the specific provision or term being construed or the context of the provision or term otherwise requires, and except as otherwise expressly provided in this Trust Agreement, the general provisions and rules of construction and interpretation set forth in the Probate Code in this article, and the definitions set forth in Article 12 shall govern the construction and interpretation of this Trust Agreement. Where the provisions and rules of construction or definitions set forth in the Probate Code and in this article and Article 12 conflict, the provisions and rules and definitions set forth in this article and Article 12 shall govern.

11.2 Perpetuities Savings Clause. The individual sub-account for each Beneficiary shall be held for the lifetime of the Beneficiary, and shall terminate no later than 21 years after the death of the last survivor of the beneficiaries of this trust.

11.3 Legal Fees and Costs Incurred. Costs and expenses of defending the Trust from any claim, demand, legal or equitable action, suit, or proceeding may, in the sole discretion of the

Trustee, either (a) be charged on a pro rate basis to all Trust sub-accounts, or (b) be charged only against the Trust sub-accounts of the affected Beneficiary(ies).

11.4 Governing Law. This Trust Agreement has been executed in California, and its validity and construction, including the determination of all rights of the beneficiaries, shall be governed by the laws of California regardless of where the trusts are administered. Further, except as otherwise provided in this section, the trusts established under this Trust Agreement shall be administered in California regardless of where the Trustee or beneficiaries reside, and all matters and questions related to their administration shall be governed by the laws of California.

11.5 Heading. The headings above the various provisions of this Trust have been included in order to identify and also to make it easier to locate the subject covered by each provision. As such, headings should not be used in construing this Trust or in ascertaining the parties' intentions.

11.6 Gender, Tense, and Numbers. Unless the context clearly requires another construction, the masculine, feminine, and neuter genders shall each include the others as appropriate; the present tense shall include the past and future tenses, and the future tense shall include the present tense; and the singular number shall include the plural, and the plural shall include the singular.

ARTICLE TWELVE DEFINITIONS

12.1 Beneficiary. The term "beneficiary" 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.

12.2 Beneficiary Advocate. The term "Beneficiary Advocate" means that person and successor persons, as applicable, named in the Joinder Agreement. If none is named, then that individual selected by the Trustee. The Beneficiary Advocate is authorized to communicate with the Trustee in regards to the Beneficiary's investment interests, health care, social activities, care management, residential options and other issues relating to life care of the Beneficiary. The Beneficiary Advocate may also act on behalf of or receive notice for the Beneficiary as provided in the Joinder Agreement and accompanying documents.

12.3 Distribute. To "Distribute" shall mean to pay over, convey, deliver, transfer, and assign absolutely and in fee simple forever, free of all trusts created hereunder.

12.4 Grantor. The term "Grantor" shall mean a parent, grandparent, or guardian of a Beneficiary, a Beneficiary himself or herself, or any court.

12.5 Government Assistance. The term “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 Social Security Disability Income (SSDI) program, the Medi-Cal program, together with any additional, similar, or successor public programs.

12.6 Joinder Agreement. The term “Joinder Agreement” shall mean the instrument referred to throughout this instrument as 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).

12.7 Legal Representative. The term “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.

12.8 Special Needs Trust Foundation First Party Master Trust II. The Special Needs Trust Foundation First Party Master Trust II (aka the Special Needs Trust Foundation Self-Settled Master Trust II) is a self-settled pooled trust created according to 42 U.S.C. §1396(d)(4)(C), and contains assets of individuals who are disabled and meet the conditions specified in that section.

12.9 Supplemental Needs or Supplemental Care Payments. 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.

12.10 Trust Operating Account. The term “Trust Operating Account” shall mean the account into which the Trust Remainder Share is transferred upon the death of the Beneficiary or other termination of a sub-account.

12.11 Trust Remainder Share. The term “Trust Remainder Share” shall refer to funds retained by the Trust and held in the Trust Operating Account for use by the SNTF to carry out its exempt activities and programs and as specified in Section 6.6.

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12.12 Trustee. The term "Trustee" shall mean and refer to 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.

IN WITNESS WHEREOF, the undersigned hereby subscribe to this Declaration of Trust, on the date indicated below.


**SPECIAL NEEDS TRUST FOUNDATION,
AS SETTLOR**

DATED: 6/14/2016

BY: 
Prudence Dumon, President

**SPECIAL NEEDS TRUST FOUNDATION,
AS TRUSTEE**

DATED: 6/14/2016

BY: 
Prudence Dumon, President

**SPECIAL NEEDS TRUST FOUNDATION
FIRST PARTY MASTER TRUST II
APPENDIX I**

1. \$100.00

Special Needs Trust Foundation

353 E. Park Ave., Suite 101 ♦ El Cajon, CA 92020 ♦ (619) 790-4810

SECTION 2

JOINDER AGREEMENT For the FIRST PARTY MASTER TRUST II

C. Grantor:

Name: _____

Established by: ___ Self ___ Guardian ___ Court ___ Parent ___ Grandparent

D. Benefits Received: Attach benefit letters for all applicable.

1. Does the Beneficiary receive **Supplemental Security Income (SSI)**?

Yes: _____ No: _____ If so, how much per month? \$ _____

2. Does the Beneficiary receive **Social Security Disability Insurance (SSDI)**?

Yes: _____ No: _____ If so, how much per month? \$ _____

3. Does the Beneficiary receive **Social Security Survivor's Disability Benefits as an Adult Disabled Child (DAC)**?

Yes: _____ No: _____ If so, how much per month? \$ _____

4. Does the Beneficiary receive **Retirement Social Security Benefits**?

Yes: _____ No: _____ If so, how much per month? \$ _____

If "yes" to any of the above, who is **Beneficiary's Representative Payee** if any?

Name: _____ Phone #: _____

Address: _____

City: _____ State: _____ Zip: _____

5. Does the Beneficiary receive **Medi-Cal**?

Yes: _____ No: _____

6. Does the Beneficiary receive a **Medicaid Waiver**:

Yes: _____ No: _____

If "yes" specify the waiver program(s) under which the Beneficiary receives benefits:

7. Does the Beneficiary receive **Section 8 Housing** benefits?

Yes: _____ No: _____

If "yes," then regular distributions may increase your rent, whereas irregular distributions should not.

8. If the Beneficiary receives other Government Assistance*, such as **Food Stamps**, etc. Please **list these benefits**:

9. Does the Beneficiary receive services from the **San Diego Regional Center**?

Yes: _____ No: _____

If "Yes" what is the name, address and telephone number of the Beneficiary's Regional Center Caseworker?

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

10. Does the Beneficiary have an additional source of income?

Yes: _____ No: _____ Source of additional income: _____ Amount \$ _____

11. Benefits Pending:

Does the Beneficiary have a pending benefits application? _____

If yes, which type of benefits? _____

What was the application date? _____

E. The amount at which the sub-account will be funded is: \$ _____

Source of original funding: _____

Additional funding: \$ _____ **Frequency:** _____

Source of additional funding: _____

If additional funding is from an annuity or structured settlement, please attach documentation.

Additional background information (summary of events leading to establishment of SNT):

F. Beneficiary Advocate:

A "Beneficiary Advocate" is an individual who knows the Beneficiary, whom the Beneficiary trusts, and who can act as a prudent and responsible "advisor" to The Special Needs Trust Foundation (SNTF). Essentially, a "beneficiary advocate" acts as a liaison between the Beneficiary and SNTF. The beneficiary advocate communicates the Beneficiary's needs and

desires to the SNTF and makes actual disbursement request to be considered by the SNTF, beneficiary advocates are valuable to both the Beneficiary and the SNTF because they provide insight into how a Beneficiary's trust account can best be used to provide him or her with the best possible material quality of life. A Beneficiary can have more than one beneficiary advocate serving at a time, and may provide for successor beneficiary advocates to serve when the initial beneficiary advocate(s) is(are) unable or unwilling to serve. A competent Beneficiary may serve as their own beneficiary advocate, but should name at least one additional beneficiary advocate.

List the beneficiary advocate(s) below:

1. Name: _____
Relationship to Beneficiary: _____
Address: _____
City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

2. Name: _____
Relationship to Beneficiary: _____
Address: _____
City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

3. Name: _____
Relationship to Beneficiary: _____
Address: _____
City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

G. Distributions upon the Beneficiary's death:

Because this trust account is funded with the Beneficiary's own money, federal law requires that all unspent money in the account remaining at the time of the Beneficiary's death, be used to reimburse the State(s) for medical services received up to the total amount that the State(s) has spent on medical services for the Beneficiary throughout the Beneficiary's lifetime ("Medi-Cal Payback"), to the extent that the State(s) is entitled, excepting amounts retained by the Trust ("Trust Remainder Share").

1. Trust Remainder Share

The Beneficiary may designate the amount to be retained by the Trust. The designation may be for an amount up to 70% of the funds remaining. Specify the percentage to be retained by the trust below:

In the event that the Medi-Cal Payback amount exceeds the funds remaining in the trust account at the time of the Beneficiary's death, _____% of the funds remaining upon the Beneficiary's death after payment of allowable expenses are to be retained by the Trust.

In the event that the Medi-Cal Payback amount is less then the funds remaining in the trust account at the time of the Beneficiary's death, _____% of the funds remaining upon the Beneficiary's death after payment of allowable expenses are to be retained by the Trust.

If a balance remains after the State(s) has been reimbursed said balance shall be disbursed as follows:

2. Remainder Beneficiary(ies)

(a) IF THE BENEFICIARY IS A MINOR OR IS INCOMPETENT, THE REMAINDER BENEFICIARY(IES) SHALL BE THAT INDIVIDUAL'S "HEIRS AT LAW" AS DETERMINED BY THE CALIFORNIA PROBATE CODE. OTHERWISE, THE REMAINDER BENEFICIARY(IES) SHALL BE AS NAMED BELOW:

1. Name: _____ **Percentage:** _____
Relationship to Beneficiary: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

2. Name: _____ **Percentage:** _____
Relationship to Beneficiary: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

3. Name: _____ **Percentage:** _____
Relationship to Beneficiary: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

TOTAL 100%

If the Beneficiary prefers not to designate remainder beneficiary's, distributions will be made to the Beneficiary's Heirs at Law.

(b) If any Remainder Beneficiary is deceased at the time of distribution, the funds that would have been distributed to that beneficiary will instead be distributed to his or her descendants, by right of representation. If a Remainder Beneficiary does not have descendants, then his or her share shall lapse, and be distributed prorated to the remaindermen who survive the deceased remaindermen.

(c) If any Remainder Beneficiary is deceased at the time of distribution, any specific instructions written below shall take precedence over the provisions of subsection (b) above, and final distribution should be made according to this subsection (c):

H. Outstanding Obligations:

List any outstanding loans, bills, liens, etc. (including unmet medical needs) that need to be paid:

_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

I. Expected Trust Distributions:

What are the beneficiary's expected trust distributions over the next 12 months?

_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

J. Fees:

1. Enrollment fee is \$1,000 per 1st party trust established, billed to the trust when funded.
2. Annual administration fees are as follows:
 - Accounts with a balance of \$10,000 or less will have zero fees, other than a \$25 transaction fee for each check written over three checks per month. (If the account is frozen or closing, that fee will not be charged.)
 - Accounts with a balance of \$10,000 - \$120,000 will be charged a fee of \$100 per month.
 - Accounts over \$120,000 will be charged a fee of 1% per year.

Administrative fees will be billed to each trust on a quarterly basis. The fee covers record keeping, the cost of disbursing funds, post-funding reporting to Social Security and the Department of Health Care Services as required by State Law, communications with the beneficiary or their advocate as needed, and other general services.

3. Bank investment fees for each trust will be a minimum .67% annual fee, billed at the first of each month at the rate of 1/12 of .67%. The fee is subject to change from time to time. There will be no bank investment fees if Option 1 is chosen for Asset Allocation as defined in the Investment Policy Statement.

4. Termination fee of 5% of the remainder in the sub-account is due upon termination of the sub-account. This fee covers the administrative functions of the SNTF in relation to terminating the sub-account.

K. Amendment:

The provisions of this Joinder Agreement may be amended as the Beneficiary or their Beneficiary Advocate and the Trustee may jointly agree, provided that such amendment is consistent with the SNTF First Party Master Trust II.

L. Taxes:

1. The Beneficiary (or his legal representative and/or Beneficiary Advocate) acknowledges that contributions to SNTF First Party Master Trust II are not deductible as charitable gifts, or otherwise.
2. Trust sub-account income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary subject to applicable exemptions and deductions. The Beneficiary (or his legal representative and/or Beneficiary Advocate) is encouraged to obtain advice from a qualified tax professional. Annual tax returns, if required, will be prepared by a certified public accountant. Preparation fee and any related tax liability will be billed to the trust.

IN WITNESS WHEREOF, the undersigned Beneficiary or his/her legal representatives or designees has reviewed and signed this Joinder Agreement, understands it, and agrees to be bound by its terms, and the Trustee has accepted and signed this Joinder Agreement this _____ day of _____, 20_____.

BENEFICIARY

BENEFICIARY'S LEGAL REP., TITLE
ATTACH SUPPORTING DOCUMENTATION

Approved and accepted:

TRUSTEE/SNTF Corporate Officer

DATE

I have advised the special needs trust beneficiary or his/her representative regarding the alternatives to the establishment of a special needs trust. In addition, I will report the establishment of this special needs trust to any governmental agencies which require notice.

ATTORNEY

DATE

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Attached are copies of the Beneficiary's:

- | | |
|--|--|
| <input type="checkbox"/> Benefit Eligibility Letters | <input type="checkbox"/> Any other pertinent benefit or identification documentation |
| <input type="checkbox"/> Benefit Eligibility Cards | <input type="checkbox"/> Copy of Annuity or Structured Settlement if Applicable |
| <input type="checkbox"/> State Driver's License/ID Card | |
| <input type="checkbox"/> Social Security Card | |
| <input type="checkbox"/> Birth Certificate and/or Passport | |

Special Needs Trust Foundation

353 E. Park Ave., Suite 101 ♦ El Cajon, CA 92020 ♦ (619) 790-4810

SECTION 3

LIMITATIONS DISCLOSURE

Special Needs Trust Foundation

353 E. Park Ave., Ste. 101 ♦

El Cajon, CA 92020 ♦

(619) 790-4810

First Party Special Needs Trust Limitations Disclosure

I have been informed of, and understand the nature of the following:

_____ The fees associated with this trust as outlined in the Joinder Agreement.

_____ I have been advised that the trust account is to maintain a minimum balance of no less than \$5,000 to be used towards any final fees, taxes, filing fees, etc. for a reasonable period of time before final distribution can be made on my behalf.

_____ I have been advised to seek professional advice on the tax consequences of trust sub-account income and/or gain.

_____ I have been advised that the Master Pooled Trust is a supplemental trust and that it cannot disburse cash, nor funds for food or shelter expenses, without it potentially affecting my government benefits. The funds are budgeted for supplemental items which, in the trustee's discretion, are deemed appropriate to the sub-account beneficiary's needs.

_____ I have been advised that if the funds are disbursed for food or shelter that I must be willing to take a reduction in SSI, and that it is my responsibility, or that of my legal representative, to report the funds received to Medi-Cal and SSI.

_____ To the best of my knowledge, there are no liens or claims against the trust sub-account funds.

_____ To the best of my knowledge, I meet the definition of having a disability according to the Social Security Administration.

_____ I have been advised that I may join the Special Needs Trust Foundation and that my money will be put into a pooled account. I have chosen this option freely.

_____ I have been advised that my Special Needs Trust with the Special Needs Trust Foundation is an irrevocable trust, and that the trust may only be terminated in accordance with the provisions of this Declaration of Trust. I have further been advised that terminating the trust may result in a reimbursement up to an amount equal to the total amount of medical assistance paid on my behalf by the Medicaid program.

_____ I have been advised that the Special Needs Trust Foundation as Trustee may, at its sole discretion, disburse trust income or principal to purchase property or services for me, consistent with the purpose and objective of this Trust. Disbursements shall be made according to my interests and needs, taking into account the services and financial resources available to me from any sources.

_____ I have been advised that the Special Needs Trust Foundation has the right to refuse the Joinder Agreement.

_____ I acknowledge that I have received, read, understood and completed the First Party Master Trust II, Joinder Agreement, and Investment Policy Statement.

_____ I have been advised that trust account balances under \$10,000 will not be invested and will be held in a cash account.

For Spanish speaking only:

_____ I acknowledge receipt of a copy of an unexecuted Spanish language translation of the 3rd Party Master Trust, Joinder Agreement, and Investment Policy Statement, prior to signing a completely filled in copy of these documents in English.

Beneficiary Signature

Date

Or Beneficiary's Legal Representative _____

State Relationship _____