

THE CORPORATION OF GUARDIANSHIP, INC.
Declaration of Umbrella Pooled Trust

This Declaration of Umbrella Pooled Trust is made on December 9, 2003 by The Corporation of Guardianship, Inc., a non-profit corporation organized under N. C. Gen. Stat. Chp. 55A, the North Carolina Nonprofit Corporation Act.

Article 1: Establishment of Umbrella Pooled Trust.

The Corporation of Guardianship, Inc., hereby establishes an umbrella pooled trust pursuant to 42 U.S.C. § 1396p, for the benefit of the Beneficiaries of this Trust.

The name of this trust shall be The Corporation of Guardianship, Inc., Umbrella Pooled Trust (hereafter, the "Trust").

The Trustee, and any successor Trustee or co-Trustee, shall hold, administer, and distribute the Trust estate as provided in this Declaration and all special needs pooled trusts established by this organization through the settlement by court order, through the settlement by third parties, through the settlement by the sole beneficiaries of the trust and in the future through Joinder Agreements between the Trustee and Grantors of the trusts.

Article 2: Trust Irrevocability.

This Declaration of Trust is irrevocable. This Trust may not be altered, amended, revoked, or terminated except as provided herein.

Notwithstanding the foregoing, this Declaration of Trust may be amended from time to time to effectuate its purpose and intent, in order to comply with any federal or state laws or regulations relating to 42 U.S.C. § 1396p or related statutes.

Subject to the Trustee's approval, this Trust shall be effective as to any particular Beneficiary upon contribution of money or property to the Trust and execution of a Joinder Agreement by a Grantor. Thereupon the Trust shall be irrevocable as to such Grantor and Beneficiary, the contributed property may be distributed only pursuant to the provisions in this Trust and the Joinder Agreement, and the designation of the Beneficiary may not be revoked or changed.

Article 3: Definitions.

A "Beneficiary" means a disabled person, as defined in 42 U.S.C. § 1382c(a)(3), who qualifies under 42 U.S.C. § 1396p, and who a Grantor shall specify as the sole recipient of services and benefits under any one of the particular Trust Sub-accounts created under and within this Trust by such Grantor.

A "Grantor" means a parent, grandparent, or legal guardian of a Beneficiary, a Beneficiary himself or herself, or any person or entity acting pursuant to an order by a court, who contributes money or property belonging to the Beneficiary to the Trust. Grantor also includes any person or entity that contributes his, her, or its own property to the Trust for the sole benefit of a Beneficiary, whether by gift, will, or agreement.

A "Sub-account" and "Special Needs" mean that portion of the entire Trust estate that is established, set aside, managed, and distributed for the sole benefit of a Beneficiary. The Trustee shall maintain a separate Sub-account for each Beneficiary, but, for purposes of investments and management of funds, the Trustee shall pool these Sub-accounts and maintain records for each Sub-account.

"Supplemental needs" and "Special Needs" are the requisites for maintaining a Beneficiary's good health, safety, and welfare when, in the Trustee's discretion, such

requisites are not being provided by any public agency, office, or department of any city, county, or state government; the federal government; or any private agency. "Supplemental needs" are non-support needs that may include, but are not limited to the following: (a) dental care; recreation and entertainment; special equipment and programs of training, education and treatment supplemental to those that the beneficiary is entitled to receive under a government assistance program; (b) therapy (including physical, occupational, and speech therapy); rehabilitation services; special equipment such as splints, braces, and wheelchairs; programs of training, education, and treatment; transportation services (including purchase of a vehicle and adaptation for disability) psychological services; specialized dietary needs; attendant and companion care; educational aides; and recreation and entertainment.

Article 4: Distributions to Beneficiaries.

Supplemental and Special Needs of Beneficiary. The purpose of this Trust, and that of the Grantors who have contributed funds hereto, is to supplement, not supplant, the public benefits that would be available to a Beneficiary if this trust did not exist. This Trust cannot be used to pay for or reimburse the cost of a Beneficiary's care provided by governmental or private funds which care would not be available if the Beneficiary had no assets. It is the express purpose of this Trust that its assets be used only to supplement other benefits received by the Beneficiary.

Supplemental and Special Needs Trust Distributions. The beneficial interest in this Trust shall in no way affect a Beneficiary's entitlement to any Social Security benefits, disability benefits, SSI, Medicare, Medicaid, other governmental benefits, or benefits from any private agency providing services or benefits to elderly, handicapped

or disadvantaged persons. For the purposes of determining the Beneficiary's eligibility for such benefits, no part of the principal or income of the Trust Sub-account shall be considered available to the Beneficiary. Rather, it is the express purpose of this Trust that the assets of this Trust shall be used only to supplement all such benefits available to the Beneficiary.

Restriction on Distributions. Consequently, the Trustee shall make no payments to or for the benefit of a Beneficiary that might threaten or jeopardize the Beneficiary's eligibility for such benefits, or that might cause all or a portion of the assets in this Trust to be counted as a resource for Medicaid or other similar programs, or which would result in the Beneficiary being disqualified from receiving benefits from any type of assistance program, whether public or private.

Trustee's Sole, Absolute, and Uncontrolled Discretion. Accordingly, any provisions in this Trust providing for distributions to or for the benefit of a Beneficiary, including any incremental terminating distributions to the Beneficiary, shall be subject to these limitations.

Subject to the foregoing, the Trustee shall be authorized to pay to or apply for the benefit of the Beneficiary as much of the trust net income and principal as the Trustee, in the Trustee's sole, absolute, and uncontrolled discretion, considers necessary or advisable from time to time to meet the Beneficiary's supplemental needs. In exercising its discretion, the Trustee may act unreasonably, as it is the judgment of the Trustee and not that of any other person or entity, including a Grantor or a Beneficiary, that shall be the sole determining factor by which distributions are made. Any income not distributed shall be added to principal.

Authority to Purchase Residence. The Trustee may purchase and maintain real estate as an asset of the Trust. In addition, the Trustee is specifically authorized to purchase and maintain as a trust asset a home for a Beneficiary on terms that the Trustee considers advisable, including purchase money financing. If the Beneficiary is permitted to reside in the premises, arrangements shall be made in the Trustee's discretion to ensure the Beneficiary's continued eligibility for public benefits. Such arrangements include charging rent to the Beneficiary when necessary to maintain the Beneficiary's eligibility for Supplemental Security Income (SSI) or other public benefits program.

If a claimant attempts to reach a Beneficiary's interest at time of distribution, the Trustee may transfer that distribution to third parties who will provide services or benefits to the Beneficiary or the Beneficiary's dependents in any manner that the trustee decides in the trustee's sole discretion.

Article 5: Distributions on the Death of a Beneficiary.

On the death of a Beneficiary the Sub-account established for such Beneficiary shall terminate.

The Trustee shall distribute the undistributed balance of the Trust Sub-account as the Grantor may direct by the exercise of a limited power of appointment to any one or more persons or entities, or trusts for their benefits, other than the Grantor's estate. The limited power of appointment shall be exercised as the Grantor appoints by a will or codicil, or by a written instrument filed with the Trustee, specifically referring to and exercising this power of appointment. If a will or codicil or other limited power of appointment is not presented to the Trustee within 60 days of the Beneficiary's death,

the Trustee may conclusively presume that no such power of appointment exists. To the extent the Grantor has not exercised the power of appointment, the Trustee shall retain the assets for the benefit of other Beneficiaries of the Trust, to add other disabled persons as Beneficiaries, or to provide disabled persons with such supplemental needs as may be deemed suitable for such persons by the Trustee.

On the death of the Beneficiary or other termination of the Sub-account, the Trustee may, in the Trustee's discretion, pay any death taxes attributable to any part of the Sub-account or otherwise, last-illness and funeral expenses, and expenses related to administration or distribution of the trust estate if, in the Trustee's opinion, other satisfactory provisions have not been made for the payment of these expenses.

As it is the intent of this Trust that where assets of the Beneficiary are transferred to the Trust and set aside in a Sub-account for the Beneficiary shall not be construed as an available resource to the Beneficiary under the Omnibus Budget Reconciliation Act of 1993 § 13611 (42 U.S.C. § 1396(d)(4)(A) and (C)), the Trustee shall satisfy, before any distributions are made above as directed by the Grantor, from the balance of the assets comprising the Sub-account all proper state claims for reimbursement for Medical Assistance paid on behalf of the Beneficiary under a state plan, up to an amount equal to the total Medical Assistance paid, but only such amounts as are required by law.

The preceding paragraph (requiring payback) shall not apply when all of the money or property, or any portion thereof transferred by the Grantor to the Trust Sub-account did not consist of the Beneficiary's own property.

Despite any contrary provision in this Trust, if the existence of this Trust has the effect of rendering a Beneficiary ineligible for SSI, Medicaid, or any other program of public benefits, whether federal, state, or local, the Trustee may, but need not, terminate the Trust Sub-account set aside for such Beneficiary in whole or in part. Prior court approval shall be required for any partial or complete termination of the Trust Sub-account under this clause.

Subject to the notice and payback requirements of this Article, it is the intent of this Trust that if it or a Trust Sub-account terminates during the Beneficiary's lifetime due to impossibility of performance, failure of essential purpose, or other good and valid cause (such as changes in the law pertaining to the Trust), the Trustee may make distributions from the Trust estate as if the Beneficiary had died. The Trustee may make separate arrangements with a distributee to conserve, manage, and distribute the proceeds of the former Trust estate for the benefit of the former Beneficiary to ensure that he or she has sufficient funds for his or her basic living needs when public benefits are unavailable or insufficient.

The Trustee may refund all or any portion of the property in a Trust Sub-account to a Grantor, excluding a court, if it becomes impossible to fulfill the conditions of the Trust with regard to its Beneficiary for reasons other than the death of the Beneficiary. In the event the Grantor is not living at the time the Trustee makes a refund, the payment may be made to the estate of the Grantor or as provided by the Grantor's limited power of appointment or Joinder Agreement.

Article 6: Administrative Provisions Pertaining to the Trustee.

In addition to the powers granted by law, the Trustee shall have those powers set forth in North Carolina law, which are incorporated in this agreement by this reference.

Notwithstanding the foregoing, the Trustee may invest and reinvest in such stocks, bonds and other securities and properties, real, personal or mixed, and wherever situated, as Trustee deems advisable. Such investments may include but are not limited to stocks, unsecured obligations, undivided interests, interests in investment trusts, common trust funds, mutual funds, annuities (including actuarially sound commercial or private annuities), leases on property that is outside of a beneficiary's domicile.

Unless inconsistent with other provisions of this instrument, the Trustee may hold any portion of the Trust Estate in cash and uninvested whenever Trustee deems such holding to be to the ultimate advantage of the Trust estate or its beneficiaries.

The Trustee shall select assets for allocation to a particular trust or share as the Trustee shall deem to be in the best interests of a Beneficiary, and assets allocated to one trust or share need not be of the same character as assets allocated to another trust or share; without limiting the generality of the foregoing, the Trustee may allocate assets having different income tax bases in such manner, amounts, and proportions as the Trustee may deem appropriate.

Except as otherwise specifically provided in this Declaration, the determination of all matters with respect to what is principal and income of the Trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the North Carolina Principal and Income Act from time

to time existing. Any such matter not provided for either in this Declaration or in the Principal and Income Act shall be determined by the Trustee in the Trustee's discretion.

The Trustee shall make periodic reports to each Beneficiary or to such Beneficiary's legal representative. Such report shall include a complete statement of the Trust Sub-account assets and all of the receipts, disbursements, and distributions to or from such Trust Sub-account occurring during the reporting period. Unless the Beneficiary or Beneficiary's legal representative delivers to the Trustee a written objection to the accounting within 90 days of receipt of the Trustee's account, the account shall be deemed settled and shall be deemed final and conclusive in respect to the transactions disclosed in the account as to the Beneficiary.

The Trust Sub-account records maintained by the Trustee, along with all Trust records or documentation, shall be available and open at all reasonable times for inspection by the Beneficiary and the legal representative of the Beneficiary. The Trustee shall not be required to furnish Trust records or Sub-account records to anyone who is not a Beneficiary or does not have written authorization from a Beneficiary to inspect the records pertaining to the Beneficiary's Sub-account.

In determining whether the existence of the Trust Sub-account may render a Beneficiary ineligible for SSI, Medicaid, or any other program of public benefits, the Trustee is granted full and complete discretion to initiate either administrative or judicial proceedings, or both, for the purpose of determining eligibility. All costs relating to such proceedings (including reasonable attorney fees) shall be a proper charge to the entire Trust estate or to the affected Trust Sub-account, as may be appropriate.

Costs of defending or enforcing or upholding the Trust, or any Trust Sub-account, including attorney's fees incurred prior to, during, or after trial, and on appeal, against any claim, demand, legal action, equitable action, suit, or proceeding may, in the sole discretion of the Trustee be apportioned on a pro rata basis to all Sub-accounts or charged only against the Sub-account that is affected by the action.

Article 7: Indemnification of Trustee.

Except for willful default of any duty hereunder or gross negligence, the Trustee shall not be liable for any act, omission, loss, damage, or expense arising from the performance of its duties under this Declaration. The Trustee is hereby relieved from any liability whatsoever to any person for any distributions made or not made by the Trustee or in the Trustee's discretion pursuant to Article 4.

Article 8: Miscellaneous Provisions.

The Trustee shall have the right to designate as successor Trustee or co-Trustee any nonprofit corporation having trust powers. A successor Trustee shall assume its duties without liability for any acts or omissions of a predecessor Trustee. If the Trustee fails to designate a successor Trustee, any Grantor or Beneficiary may apply to the Guilford County, North Carolina, Superior Court to designate a successor Trustee.

A Trustee may receive payment for its services as trustee from the assets of the Trust in accord with a schedule of fees and charges specified in the Joinder Agreement. Such fees may include, but are not limited to, payments for advisory or management services, and administrative and sub-accounting services rendered by the Trustee or its agents or rendered to the Trustee by others on behalf of the Trust and its beneficiaries.

In particular, the Trustee intends to contract with professional investment advisors to assist the Trustee in investing the Trust estate to the maximum benefit of the Beneficiaries. Furthermore, the Trustee shall be entitled to reimbursement for any reasonable expenses incurred by it individually on behalf of the entire Trust estate or a Trust Sub-account.

Except as provided otherwise by law or court order, and for as long as the Trustee is prudent in administering the Trust, the Trustee may serve without bond.

The Trustee and this Trust shall be administered free from the active supervision of any court.

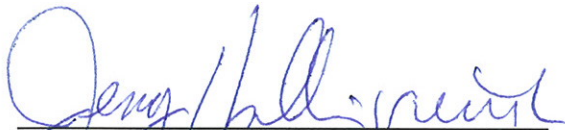
To the extent permitted by law, neither the principal nor income of the Trust estate or any Trust Sub-account shall be liable for the debts of any beneficiary, or, except to the extent otherwise specifically provided, to alienation or anticipation by a beneficiary.

This Trust shall be governed by and interpreted in accordance with the laws of the United States and the State of North Carolina.

If any provision of this Declaration is adjudged invalid or unenforceable, the remaining provisions shall nevertheless be carried into effect.

Any legal proceeding or action brought against the Trustee, co-Trustee, or successor Trustee may be brought only in the superior court located in Guilford County, North Carolina.

The Corporation of Guardianship, Inc., Trustee



Jerry Hollingsworth, President

State of North Carolina
Guilford County

Before me appeared Jerry Hollingsworth, who acknowledged that he is the President of the maker, The Corporation of Guardianship, Inc., and is authorized by the maker to execute this instrument on behalf of the maker.

Executed December 9, 2003.



Notary Public

My commission expires: 12-01-2006

