

Declaration of Trust

**The ARC of Georgia
Pooled Trust**

Established FEBRUARY 18, 2014

**The Arc of Georgia
100 Edgewood Ave. NE, Suite 1675
Atlanta, GA 30303**

Declaration of Trust

This Declaration of Trust is made on June _____, 2013, by ARC of Georgia, Inc., a non-profit association organized under the Georgia Nonprofit Corporation Act.

Article 1. Establishment of Trust.

The ARC of Georgia, Inc. (“Grantor” or the “ARC”) hereby establishes a pooled trust pursuant to 42 U.S.C. § 1396p(d)(4)(C), for the benefit of the Beneficiaries of this Trust. Grantor’s establishment of this Trust, and participation in the management of this Trust, is intended to satisfy 42 U.S.C. § 1396p(d)(4)(C)(i).

The name of this trust shall be **The ARC of Georgia Pooled Trust** (hereafter, the “Trust”).

The ARC shall serve as initial Management Trustee. The initial Operating Trustee shall be FSGBank, N.A., by and through its Trust Department located at 531 Broad Street, Chattanooga, Tennessee (FSGBank, which is chartered in both Georgia and Tennessee, also operates under the name Dalton Whitfield Bank in Dalton, Georgia). The respective duties and obligations of the Management Trustee and the Operating Trustee shall be agreed upon in a Memorandum of Understanding, which shall be updated annually. Except where specified, the term “Trustee” refers to both the Managing Trustee and the Operating Trustee.

The Trustee, and any successor Trustee, shall hold, administer, and distribute the Trust estate as provided in this Declaration and the Joinder Agreement between the Trustee and a sub-account Grantor.

Article 2. Intent of Trust and Trust Distributions.

It is ARC’s intent that this trust operate for the benefit of individuals with one or more mental or physical impairments that substantially limit one or more major life activities, whether the impairments are congenital or occur by reason of accident, injury, age, or disease (“Protected Individuals”). To that end, the Managing Trustee shall have discretion to establish one or more trust pools, at least one of which shall qualify as a “pooled trust” under 42 U.S.C. § 1396p(d)(4)(C). The Managing Trustee shall also have discretion to establish additional trust pools, including but not limited to a “Community Trust” within the meaning of O.C.G.A. § 30-10-2; a trust pool which would qualify as a

third party supplemental needs trust; and a trust pool as a discretionary spendthrift trust for the benefit of Protected Individuals who have not been determined to be disabled. The Managing Trustee shall also have authority to create separate pools within each of these categories to account for different investment objectives.

The provisions of this Trust and the Joinder Agreement for the specific sub-account shall specify the nature of the trust pool. To the extent the Trustee offers investment options, the Joinder Agreement shall also specify the sub-account Grantor's choice among the options provided.

The provisions of this Trust, and the accompanying Joinder Agreement, shall be liberally construed for the protection of the sub-account Beneficiaries.

Article 3: Trust Is Irrevocable.

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 by the Board of Directors of the ARC of Georgia, Inc., or the successor Managing Trustee, 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 sub-account Grantor. Thereupon the Trust shall be irrevocable as to such sub-account 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 4: 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(d)(4)(A) or 42 U.S.C. § 1396p(d)(4)(C), and who is specified by a sub-account Grantor as the sole beneficiary of services and benefits under any one of the particular Trust Sub-accounts created under and within this Trust by such Grantor. If a Sub-Account is established by someone other than a Beneficiary, then a Beneficiary may also mean a Protected Individual who is not disabled as defined in 42

U.S.C. § 1382c(a)(3), for whom a spendthrift Sub-account is established, and who is deemed by the sub-account Grantor to need assistance with money management.

A “sub-account Grantor” means a parent, grandparent, or legal guardian of a Beneficiary, a Beneficiary himself or herself (unless a Trust Sub-account is established under 42 U.S.C. § 1396p(d)(4)(A), under which the Beneficiary is prohibited from establishing a Sub-account in the Trust), 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. “Sub-account 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” means 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, maintain records, and provide an accounting for each Sub-account. A Beneficiary shall have no right to control distributions from any Sub-account and shall have no right to revoke, in whole or in part, any Sub-account.

“Special needs” are the requisites for maintaining a Beneficiary’s well-being 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.

“Special needs” may include, but are not limited to the following:

- medical, dental and diagnostic work and treatment for which there is no private or public funds otherwise available;
- medical procedures that are desirable in the discretion of the Trustee, although these procedures may not be necessary or lifesaving;
- supplemental nursing care and rehabilitative services;
- differentials in cost between housing and shelter for a shared or private room in an institutional setting;
- a home for the Beneficiary including real property (even though such real property may otherwise be regarded as an unproductive or wasting asset under tradi-

tional precepts of trust administration);

- expenditures for travel and transportation(including purchase of a vehicle and adaptation for disability), companionship, entertainment, cultural, and educational experiences;
- specialized dietary needs;
- expenditures for life and health insurance premiums, whether or not such policies are owned by the Trust;
- bringing members of the Beneficiary's family and others for visitation for him or her; and
- retaining the services of a Care Manager and other trust advisors and the services of such providers as may be selected by a Care Manager from a primary care agency.

This list is not meant to be exhaustive, merely illustrative of the kinds of special needs that this Trust is designed to meet. As the purpose of the Trust is to improve the quality of life for a Beneficiary, the Trustee shall have discretion to provide for any special need that is for the sole benefit of a Beneficiary and which improves his or her circumstances.

With respect to sub-accounts for individuals who are disabled within the meaning of 42 U.S.C. § 1382c(a)(3), and who are receiving public benefits, the distribution guidelines associated with a Beneficiary's sub-account shall be consistent with the Social Security Administration's Program Operation Manual System, and with accounting guidelines established by the State Medicaid Agency.

Article 5. Distributions for the Benefit of the Beneficiary.

Special Needs of Beneficiary. The purpose of this Trust, and that of the sub-account Grantors who have contributed funds hereto, is to supplement, not supplant, any public or private benefits available to the Beneficiary. The Grantors intend that assets be used solely for the special needs of the Beneficiaries.

Eligibility for Benefits. The beneficial interest in this Trust shall in no way affect a Beneficiary's entitlement to any Supplemental Security Income, TennCare, Medicaid, Social Security, disability, Veterans Administration, or other government benefits; or benefits from any private agency providing services or benefits to elderly, disabled, 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.

Restriction on Distributions. Consequently, the Trustee shall make no distributions 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 Supplementary Security Income, Medicaid or other similar programs, or that would result in the Beneficiary being disqualified from receiving benefits from any type of assistance program, whether public or private. The Trustee may make distributions from the Trust, even though such distributions may result in a reduction or loss of such public or private benefits, if, in the Trustee's sole, absolute, and uncontrolled discretion, such distributions are advisable to maintain or enhance the well-being of the Beneficiary, despite the reduction or loss of benefits. The mere existence of this discretionary authority, however, shall *not* result in the countability as a resource of the assets in this Trust.

Trustee's Sole, Absolute, and Uncontrolled Discretion. Subject to the foregoing, the Trustee is 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 special 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 sub-account 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.

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 6. Distributions on the Death of a Beneficiary.

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

Upon termination, the Trustee shall distribute the assets of the Sub-account as fol-

lows:

First, taxes due from the trust to the State or Federal government because of the death of the Beneficiary; and reasonable fees for administration of the trust estate such as an accounting of the trust to a court, completion and filing of documents, or other required actions associated with termination and wrapping up of the trust.

Next, with respect to Sub-accounts established with the Beneficiary's funds or assets, all proper state claims for reimbursement for Medical Assistance paid on behalf of the Beneficiary under a State Medicaid plan, up to an amount equal to the total Medical Assistance paid on behalf of the Beneficiary under a State Medicaid Plan. This paragraph (requiring Medicaid payback) shall not apply where the money or property transferred to the Trust Sub-account did not consist of the Beneficiary's own assets.

Next, to those particular persons designated by the sub-account Grantor in the Joinder Agreement.

Last, the remaining trust estate shall be retained by the Trustee for the benefit of other Beneficiaries of the Trust or to provide disabled persons with such special needs as may be deemed suitable for such persons by the Trustee. Retained funds may also be used for other tax-exempt purposes as designated by the Board of Directors of the ARC of Georgia, Inc., including, but not limited to, costs associated with operating and maintaining the Trust.

Despite any contrary provision in this Trust, if the existence of this Trust has the effect of rendering a Beneficiary ineligible for Supplemental Security Income, 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. Alternatively, the Trustee may transfer any such sub-account to the Trustee of another Trust established under 42 U.S.C. § 1396p(d)(4)(A) or (d)(4)(C).

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 sub-account 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 sub-account Grantor is not living at the time the Trustee makes a refund, the payment may be made to the estate of the sub-account Grantor or as provided by the sub-account Grantor's limited power of appointment or Joinder Agreement.

Article 7. Administrative Provisions Pertaining to the Trustee.

In addition to the powers granted by law, the Trustee shall have those powers set forth in O.C.G.A. § 53-12-261 through § 264, 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), and 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.

Authority to Purchase Residence. The Trustee may purchase and maintain real estate and other unproductive property as an asset of the Trust. In addition, the Trustee is specifically authorized to purchase 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 or other public benefits program. The Trustee may make distributions to maintain the residence, including the payment of taxes, insurance, and upkeep expenses.

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 Georgia 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 report at least annually 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. The Trustee shall also furnish a financial statement concerning the Trust at least annually.

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 Supplemental Security Income, 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 8. Decanting and Transfers.

The Trustee shall have discretion and authority to transfer any or all of the Sub-accounts held by the Trustee to the Trustee of a substantially similar pooled Trust either operated by the Trustee or by another Trustee. Any Sub-account established under 42 U.S.C. § 1396p(d)(4)(A) or 42 U.S.C. § 1396p(d)(4)(C) shall only be transferred to another trust which complies with the provisions of 42 U.S.C. § 1396p(d)(4)(A) or 42 U.S.C. § 1396p(d)(4)(C).

Article 9. 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 5.

Article 10. Miscellaneous Provisions.

The Managing Trustee shall have the right to designate as successor Managing Trustee any nonprofit association having trust powers. Except as otherwise provided in any Memorandum of Understanding between the Managing Trustee and the Operating Trustee, the Managing Trustee shall also have authority to remove the Operating Trustee and designate a successor Operating Trustee at any time, with or without cause.

The Managing Trustee and the Operating Trustee may vary the terms of their business arrangement in a binding Memorandum of Understanding. Otherwise the terms in this Agreement control.

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 sub-account Grantor or Beneficiary may apply to the Superior Court, Georgia, in any County with jurisdiction over this Trust 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 advisors to assist the Trustee in investing and administering 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. The schedule of fees and expenses may be amended from time to time, and may differentiate between funded and unfunded Sub-accounts.

Except as provided otherwise by law or court order, 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 or income of the Trust estate nor any Trust Sub-account shall be liable for the debts of any Beneficiary or to alienation or anticipation by a Beneficiary. Under no circumstance shall any Beneficiary's Sub-account be liable for the debts of any other Beneficiary.

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

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

Although the Trustee shall have discretion to provide notices and reports at any time, the Trustee shall not be required to furnish the notices as provided in O.C.G.A. § 53-12-242 or 53-12-243 except for notices and reports required by the Department of Community Health's Trust Review Unit (or its designee or comparable State Medicaid Agency) or by State and federal tax authorities.

Any legal proceeding or action brought against the Trustee or successor Trustee may be brought only in the Superior Court located at Whitfield County, Georgia.

This Trust is hereby established this 18th day of FEBRUARY, 2014, by the ARC of Georgia, Inc.


ARC of Georgia, Inc.


By: Torin Togut, President

State of Georgia
County of GWINNETT

Before me appeared Torin Togut, who acknowledged that he is the President of the maker, ARC of Georgia, Inc., that he is acting in his capacity as President and that he is authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand, at office, on 18th, FEB, 2014.


Notary Public

Lori Robinson
Notary Public
Gwinnett County, Georgia
My Commission Expires May 26, 2016

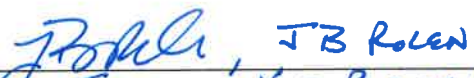
My commission expires: 5-26-16

The Trustees hereby accept the Trust created under this Trust Agreement.

Initial Managing Trustee
ARC of Georgia, Inc.


By: Torin Togut, President

Initial Operating Trustee
FSG Bank


By: EXECUTIVE VICE PRESIDENT