

**FIRST AMENDMENT AND RESTATEMENT OF POOLED FUND TRUST  
AGREEMENT OF DISABILITIES FOUNDATION OF CHARLESTON COUNTY, INC.**

This is the FIRST AMENDMENT AND RESTATEMENT OF TRUST AGREEMENT originally entered into on this 14<sup>th</sup> day of October, 2009. This agreement is entered by and between DISABILITIES FOUNDATION OF CHARLESTON COUNTY, INC., (hereafter GRANTOR), and BRANCH BANKING & TRUST ( Trustee) is made this 14<sup>th</sup> day of October, 2009.

ARTICLE I  
NAME OF THE TRUST

The name of the Trust established under this agreement is DISABILITIES FOUNDATION OF CHARLESTON COUNTY, INC., POOLED FUND TRUST ( the "Trust")

ARTICLE II  
DEFINITIONS

1. "Beneficiary" shall mean a person who, at the time the sub-account is established or at the time additional funds are added to the sub-account, is disabled as defined in §1614(a)(3) of the Social Security Act (42 U.S. C. § 1382c(a)(3)), who qualifies under 42 U.S.C. §1396p, amended August 10,1993, by the Revenue Reconciliation Act of 1993, to be a recipient of services and benefits under this Trust. If the Social Security Administration or any authorized government entity has not made a determination that the Beneficiary is a disabled person, the Grantor is authorized to accept such Beneficiary within its discretion if it has made a determination that the Beneficiary is expected to meet the criteria of a disabled person, as defined in 42 U.S.C. § 1382c(a)(3). The Grantor may require the Sponsor to provide proof of disability of the proposed Beneficiary prior to acceptance of such Beneficiary. No further proof of disability shall be required for beneficiaries age sixty-five and older who are receiving Medicaid nursing home or home and community based waived services.

2. "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, and the Medicaid program, together with any additional, similar, or successor public programs.

3. "Guardian" 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.

4. Payments for "supplemental needs" or for supplemental care" refer to distributions which supplement and do not replace benefits which the Special Advisor has identified. It is not the

Grantor's intention to displace public and private benefits which have been identified in writing by the Special Advisor. Supplemental needs may include, but are not limited to: unreimbursed educational, medical and dental expenses which are not available through private or public funds, personal care services, equipment, travel, recreation, programs of training and treatment and special dietary needs. Medical procedures may include those that are advisable, in the discretion of the Special Advisor, even though they may not be medically necessary or life saving. Expenditures for travel, companionship, cultural experience, and expenses in bring a Beneficiary's siblings, children, and others for visitation with him or her are expenditures that may be of value to the Beneficiary and may be considered for payment by the Trustee. Supplemental care needs may also include items identified in a Joinder Agreement if approved by the Grantor.

5. "Special Advisor" shall mean the person designated by the Sponsor or, in the absence of a Sponsor, by the Grantor, to advise the Trustee for an individual Beneficiary. Each Beneficiary shall have a Special Advisor who shall be responsible for determining the needs of the Beneficiary and the effect of distributions on the Beneficiary's eligibility for government benefits.

6. "Sponsor" shall mean a parent, grandparent, legal guardian, a Beneficiary himself or herself, or any court. Sponsor may also include any person or entity that contributes his, her, or its own assets or property to the Trust for the benefit of a Beneficiary, by gift, will, contract or agreement.

### ARTICLE III - ESTABLISHMENT OF TRUST

1. It is the intention of Disabilities Foundation of Charleston County, Inc., to establish a pooled fund trust pursuant to 42 U.S.C. §1396p, amended August 10, 1993, by the Revenue Reconciliation Act of 1993, for the benefit of Beneficiaries under this Trust. The Grantor is a non-profit corporation under Internal Revenue Code §501(c)(3). The Trust will become effective with respect to a Beneficiary upon execution of the Joinder Agreement by the Sponsor and the Grantor. The Grantor has full discretion and authority to decline to accept a Joinder Agreement presented to it. The Joinder Agreement may be amended from time to time by agreement between the Grantor and the Special Advisor at such times as the needs of the Beneficiary or applicable laws may change.

This Trust is not available to the Beneficiaries' creditors. Public and private assistance benefits which have been identified in writing by the Special Advisor should not be terminated because of this Trust, unless the Special Advisor has made a decision that the benefit to the Beneficiary outweighs the loss or reduction in benefits which may result. It shall be the responsibility of the Special Advisor to identify the special benefits which the Beneficiary receives or is expected to receive and the Special Advisor shall be responsible for notifying the Grantor of the applicable income and resource limitations of each of these programs. The Trustee and the Grantor shall not be responsible for distributions which may affect the benefits received by a Beneficiary if the Special Advisor has not identified in writing the particular benefits program or programs and provided the Grantor with income and resource eligibility criteria for such program or programs.

There is no obligation of support owed to the Beneficiaries by the Grantor nor by the Trustee. The Beneficiaries have no entitlement to the income or corpus of this Trust, except as the Trustee, in consultation with the Special Advisor, elects to disburse. In making distribution decisions, the Trustee may, in its discretion, consult with the Special Advisor, the Grantor, the Sponsor, a legal guardian, an agent under a durable power of attorney for the Beneficiary, the staff of any health care or residential care provider which provides services to the Beneficiary or family members or friends of the Beneficiary.

2. The Trustee may pay or apply for the supplemental care of each Beneficiary, such amounts from the principal or income, or both, of the Trust sub-account maintained for such Beneficiary, up to the whole thereof, as the Special Advisor may request and the Trustee may approve for the satisfaction of that Beneficiary's supplemental care needs, if any. Provided, however, that the Trustee shall have the absolute discretion to refuse to make distributions for any reason if the Trustee determines that such distributions are not in the best interest of the Beneficiary. Any income not distributed shall be added annually to the principal in the Trust sub-account maintained for the respective Beneficiary. It is acknowledged and understood that a sub-account created for a Beneficiary may not last for the entire life expectancy of the Beneficiary and may be completely exhausted for the benefit of the Beneficiary in a relatively short time.

3. Disbursements from this Trust should not be made to or for the benefit of a Beneficiary if the effect of such distribution is to replace government assistance which has been identified in a writing delivered to the Trustee by the Special Advisor, unless the Special Advisor so directs. The Trust corpus and income are not available to any Beneficiary except to the extent of distributions made, in the discretion of the Trustee, to a Beneficiary. The Beneficiary's future needs may be considered by the Trustee in connection with disbursements made and the interests of the remainder Beneficiary shall be secondary to those of the Primary Beneficiary. It is the intent of this Trust Agreement that the Trustee shall not exercise any discretionary powers herein granted in any manner which could disqualify a Beneficiary from qualifying for federal, state, or local government benefits or programs which have been identified in writing by the Special Advisor.

4. In addition to payments made for supplemental care, the Trustee may, in its complete and absolute discretion, made distributions to a Beneficiary as may, from time to time, be recommended by the Special Advisor who shall take into consideration other income and resources available to the Beneficiary and the effect of distributions from this Trust on the Beneficiary's eligibility for other benefits. On the recommendation of the Special Advisor, the Trustee may, in its complete and absolute discretion, make payments which reduces or eliminate benefits from one or more programs. The Special Advisor may determine that it is in the best interest of the Beneficiary to qualify for some programs, but not for others. The Trustee and the Grantor shall not be responsible for any reduction in benefits which are made to a Beneficiary on the recommendation of the Special Advisor as set forth in this paragraph.

5. Any distributions made to Beneficiary which would otherwise disqualify him or her for benefits identified by the Special Advisor may be treated as a loan to the Beneficiary and the Trustee must document an amortized payback schedule over the actuarially determined life of the Beneficiary, without any type of self-cancelling provision, and with reasonable rate of interest.



6. The Trustee may refuse any request for payments from this Trust for services that any public or private agency has the obligation to provide to Beneficiaries who otherwise qualify for such assistance. The Trustee may not be familiar with the federal, state, and local agencies that have been created to assist persons such as the Trust Beneficiaries, and the Special Advisor should identify public and private programs that are or may be available to the Beneficiary so that the Trustee may better serve the Beneficiary.

7. This is a spendthrift trust. No part of this Trust principal or income, shall be subject to anticipation or assignment by the Beneficiaries; nor shall it be subject to attachment or control by any public or private creditor of the Beneficiaries; nor may it be taken by any legal or equitable process by any voluntary or involuntary creditor, including those that have provided for the Beneficiary's support and maintenance. Further, under no circumstances may any Beneficiary compel a distribution from a Beneficiary's sub-account.

8. Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of the Agreement shall be and continue to be fully effective.

9. After the death of the Beneficiary, the Trustee, upon the request of the Special Advisor, may pay allowable expenses (including taxes and attorneys' fee) from his or her Trust Account, to the extent that such expenses have not otherwise been adequately provided for.

10. Notwithstanding anything to the contrary provided herein, the Trustee may, in its discretion, reimburse the parent or parents of the Beneficiary out of trust funds for any and all federal, state, and municipal income taxes which such parent or parents may be required to pay because of payments of trust income to or on behalf of any Beneficiary which are treated as income to such parent or parents because such payments are deemed to be in discharge of such parent or parents' legal obligation to support any Beneficiary.

11. The Trustee shall have the authority, but shall not be required to expend trust income and/or principal on resources which are "excluded resources" and "excluded income" (including, but not limited to a vehicle, a prepaid burial plan and/or an interest in a residence, (including a life estate) for purposes of government benefits qualification regardless of whether such distributions or investments meet the Trustee's normal standard for distribution or investments.

12. This instrument contains language requiring the cooperation of the Trustee and the Special Advisor in making decisions regarding individual distributions. Whenever the Trustee and Special Advisor are in disagreement and said disagreement cannot be resolved between them, the Grantor will appoint a Committee to resolve the conflict and the decision of the Committee shall be binding on the Trustee and the Special Advisor.

#### ARTICLE IV TRUST FUNDING

Disabilities Foundation of Charleston County, Inc., shall initially fund this trust with a lump sum payment of One Hundred Dollars and No Cents (\$100.00) into the general

administrative account. The Trust estate shall consist of this initial contribution and any additional contributions in cash or property made to the Trust estate at any time by any Sponsor in accordance with the provisions of Article V. By execution hereof, Disabilities Foundation of Charleston County, Inc., assigns, conveys, transfers and delivers the above-described funds to the Trust on the date of this instrument.

#### ARTICLE V SPONSOR'S CONTRIBUTIONS

1. The Trust shall be effective as to any Beneficiary upon execution of a Joinder Agreement by a Sponsor or by court order, subject to the approval of the Grantor. Upon delivery to and acceptance by the Grantor of property acceptable to the Grantor, the sub-account, as to the Sponsor of such property and the designation of the respective Beneficiary, shall be irrevocable and the contributed property shall not be refundable, except as is otherwise provided in Article XII. The minimum contribution necessary to establish a sub-account shall be One Thousand Dollars (\$ 1,000.00) for sub-accounts established for the benefit of Disabilities Foundation of Charleston County, Inc., clients (persons who are receiving services from Disabilities Foundation of Charleston County, Inc., or are residents of a Disabilities Foundation of Charleston County, Inc. facility) and Four Thousand Dollars (\$4,000.00) for sub-accounts established for the benefit of persons who are not Disabilities Foundation of Charleston County, Inc., clients. When a sub-account is established for a person who is not a Disabilities Foundation of Charleston County, Inc., client, an initial set-up charge of One Thousand Dollars (\$1,000.00) shall be payable from the funds to the Disabilities Foundation of Charleston County, Inc.

2. Property or interests in property can be designated for future transfer by a Sponsor as a contribution. Such designation of a transfer not yet made may be revocable and can be revoked by the Sponsor as to such property at any time during that Sponsor's life and continued competence, upon prior written notice from the Sponsor to the Trustee. Examples of such contributions include a policy of life insurance on a Sponsor's life in which the Trustee is designated as a beneficiary, or the Trust being named as a beneficiary of any future interest in property, such as that which would pass by way of a Sponsor's last Will. Grantor and Trustee reserve the right to elect not to accept such property into the trust, in the sole discretion of each of them. The trust will not accept real property or any interest therein.

#### ARTICLE VI POWERS OF TRUSTEE

The Trustee is authorized in its absolute discretion with respect to any property, real or personal, at any time held under any provision of this Trust, in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust or by statute or general rule of law.

1. To invest and reinvest all or part of the trust estate in property including undivided interests in property, wherever located, including bonds, debentures, notes, stocks of corporations, whether or not productive at the time of investment, interests in trust, investment trusts, whether of

the open and/or closed fund types.

2. To sell or dispose of or grant options to purchase property, constituting a part of the trust estate, for cash or upon credit, to exchange property of the trust estate for other property, at such times and upon such terms and conditions as the Trustee may reasonably deem best.

3. To hold securities or other property in the Trustee's own name as trustee, in the Trustee's own name, in the name of a nominee or in bearer form.

4. To sell or exercise stock subscription or conversion rights.

5. To refrain from voting or to vote shares of stock owned by the trust estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the trust estate; and to make and terminate S corporation elections for both federal and state tax law purposes.

6. To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the trust estate; and to deposit the stock or other securities under any plan of reorganization with any protective committee and to delegate to the committee discretionary power with relation thereto, to pay a proportionate part of the expenses of the committee and any assessments levied under any plan, to accept and retain new securities received by the Trustee pursuant to any plan, to exercise all conversion, subscription, voting and other rights, of whatever nature pertaining to the property, and to pay any amount or amounts of money as the Trustee may reasonably deem advisable in connection therewith.

7. To collect, receive, and receipt for rents, issues, profits, and income of the trust estate.

8. To insure the assets of the trust estate against damage or loss and to insure the health and property of any beneficiary.

9. To employ and compensate agents, accountants, attorneys-in-fact, attorneys-at-law, brokers, investment advisers, tax specialists, realtors, and other assistants and advisors deemed by the Trustee needful for the proper administration of the trust estate.

10. To petition any court of competent jurisdiction to reform this instrument in such manner as will most nearly comply with the purposes of this Trust in the event that the intent of this Trust may be defeated or seriously impaired and/or in the event that the existence of this Trust should disqualify a Beneficiary or Beneficiaries for benefits they otherwise would receive.

11. With the consent of the Special Advisor, the Trustee may pay the costs of modifying the place where the Beneficiary resides without acquiring an equity interest in the residence. In exercising such authority, the Trustee should consult with the Special Advisor of the Beneficiary as to the effect of such distributions on the benefits available to the Beneficiary.



12. To employ attorneys, accountants and financial advisers and consultants at the expense of the individual sub-accounts to represent a specific Beneficiary in connection with any and all matters involving or in any way related to the Beneficiary or any property in which the Beneficiary has or may have an interest or responsibility; any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments or distresses involving the Beneficiary in any way, including but not limited to claims by the Beneficiary arising out of property damages or personal injuries suffered by the Beneficiary, actions in any court and otherwise engage in litigation involving the Beneficiary.

13. In general, to exercise all powers in the management of the trust estate, upon such terms and conditions as the Trustee may deem best, and to do all acts which the Trustee reasonably deems necessary or proper to carry out the purposes of this Trust, including all powers conferred by S. C. Code Ann. § 62-7-815 and 816 as same exists at the date of execution of this document or as same may be amended from time to time hereafter, as fully as if same were individually and specifically enumerated herein.

All such rights, powers, privileges, immunities and authorities granted to the Trustee shall be exercised in such reasonable manner as may be fair and equitable under the circumstances, without order of or report of any kind to any court whatsoever.

#### ARTICLE VII ADMINISTRATIVE PROVISIONS

1. A separate Trust sub-account shall be maintained for each Beneficiary, but for purposes of investments and management of funds, the Trust shall pool these Trust sub-accounts. The Trustee, or its authorized agents, shall maintain records for each Trust sub-account in the name of, and showing the property contributed for, each Beneficiary.

2. The Trustee, in its discretion, shall have the authority to allocate assets received in kind solely to the sub-account for which the assets were contributed. In such case, only the sub-account in question shall be credited or charged with its share of income, profits, gains and losses derived from such segregated assets. The Trustee shall have the right to charge the sub-account for administrative services and expenses attributable to the segregated assets in addition to general administrative services and expenses.

3. The Trustee shall report, at least annually, to each Special Advisor and each Beneficiary (or to his or her guardian or other legal representative), who is eligible to receive discretionary distributions of the net income or principal from a Trust sub-account maintained for such Beneficiary, all of the receipts, disbursements and distributions to or from such Trust sub-account occurring during the reporting period. In addition, a complete statement of the Trust sub-account resources shall be furnished. Further, the Trustee shall furnish, at least annually, to each Beneficiary or to his or her guardian or other legal representative, a financial statement concerning the trust.

4. 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 Special Advisor and the Beneficiary, or his or her legal guardian, or other legal representative. The Trustee shall not be required to furnish Trust records or documentation to any individual, corporation, or other entity who is not a Special Advisor or a Beneficiary, or does not have the express written approval of the Beneficiary to receive such information, or who is not the fiduciary of the Beneficiary. Copies of records may be provided to the Social Security Administration or the Department of Health and Human Services at the request of the Special Advisor or Representative Payee.

5. Except as otherwise provided in this instrument, and so long, as the Trustee is prudent in administering the Trust, the Trustee may serve without bond.

6. The Trustee, in its sole discretion, may make any payment under the Trust (a) directly to a Beneficiary, (b) to any person deemed suitable by Trustee, or (c) by direct payment of a Beneficiary's expenses.

7. No authority described in this instrument or available to 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, except the Trustee may, in its discretion, make loans to the Beneficiary from his or her sub-account.

8. 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 directions of Disabilities Foundation of Charleston County, Inc., either (a) be apportioned on a pro rata basis to all Trust sub-accounts, or (b) be charged only against the Trust sub-account as to the affected Beneficiary, or (c) charged to the sub-accounts of a group of affected Beneficiaries or to a group of Beneficiaries whose interests may be reasonably expected to be affected by the outcome of the action. The Trustee and the Grantor will not be liable for expenses incurred in such actions and liability will be limited to the amount of the affected sub-account.

9. Grantor will provide certain administrative services at no costs to the Trust. These shall include:

- (a) acting as Special Advisor or selecting a successor Special Advisor when necessary;
- (b) maintaining and providing to the Trustee a current listing of Beneficiaries and the government programs for which each is eligible, based on information provided by the Special Advisor at least annually;
- (c) providing general bookkeeping for expenses chargeable to each sub-account
- (d) providing a Committee to make decisions when the Trustee and Special Advisors are not in agreement



- (e) In addition, Grantor will provide staffing for receiving and responding to requests for distributions, including providing Trustee with a list of proposed disbursements and verification that there are sufficient funds in the sub-account to cover the disbursements. For this service, Grantor will be compensated at the rate of \$ 10.00 for each disbursement request on behalf of a Beneficiary who is not a Disabilities Foundation of Charleston County, Inc., client.

If additional services are required from the Grantor, the Grantor and Trustee may agree on appropriate compensation therefor.

10. The fees of the corporate Trustee shall be prorated among the individual sub-accounts. Changes in fees of the corporate Trustee will be effective upon thirty days written notice to the Grantor.

#### ARTICLE VIII APPOINTMENT OF SUBSTITUTE SUCCESSOR TRUSTEE

The Grantor may, in its sole discretion, change the Trustee from time to time. The Trustee then serving shall be required to furnish an accounting and to turn over all funds and supporting documentation to the substitute or successor Trustee withing thirty (30) days of notification of its termination as Trustee. Any substitute or successor Trustee shall act as such without any liability for the acts or omissions of any predecessor Trustee.

#### ARTICLE IX ADVISORS TO THE TRUST

The Trustee may seek the advice and assistance of the Grantor, Special Advisor, any guardian or guardians of Beneficiaries, or others, including any federal, state, and local agencies that are established to assist people with disabilities. The Trustee shall be entitled to rely upon the written instructions provided by Disabilities Foundation of Charleston County, Inc. And its agents and shall not be responsible for the loss by a beneficiary of any government benefit which may result from any distribution from this Trust. The Trustee may use available resources to assist in identifying programs that may be of legal social, financial, developmental, or other assistance to the Beneficiaries. Neither the Trustee nor the Grantor shall, 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.

#### ARTICLE X INDEMNIFICATION

The Grantor and the Trustee and each of its agents and employees, as well as its agents' and employees' heirs, successors, assigns, and personal representatives, are indemnified by the Trust and the Trust property (either from the general administrative account or from the individual sub-account as determined by the Grantor) against all claims, liabilities, fines, or penalties

and against all costs and expenses (including attorney's fees and disbursements and the cost of reasonable settlements) imposed upon, asserted against or reasonably incurred thereby in connection with or arising out of any claim, demand, action, suit, or proceeding in which he, she, or it may be involved by reason of being or having been a Sponsor, Grantor, Special Advisor, or Trustee, 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, or expenses or at the time of being subjected to the same. However, the Trustee and its agents and employees (and their heirs or personal representatives) shall not be indemnified with respect to matters as to which he, she, or its 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 the Grantor and the Trustee, or their agents or employees may be entitled as a matter of law or otherwise.

#### ARTICLE XI AMENDMENT OF TRUST

This Trust Agreement shall be irrevocable, except that it may be amended from time to time to further effectuate the terms of this instrument. In addition, the Grantor may amend this instrument so that it conforms with any rules, regulations, policy or interpretations that are approved by any governing body or agency relating to 42 U.S.C. § 1396p or related statutes, including state statutes and regulations, policy interpretations. Amendments may be made by Grantor after submission of such amendments to and approval by the South Carolina Department of Health and Human Services, or its successor agency, without Court Order.

#### ARTICLE XII TERMINATION OF TRUST

1. Every reasonable attempt will be made to continue the Trust for the purposes for which it is established. However, it is recognized that the Trustee does not and cannot know how future developments in the law, including administrative agency and judicial decisions, may affect the Trust or any Trust sub-account. If the Trustee determines that the Trust has become impossible to implement for the affected Beneficiary, then the Trustee may pay over the amount remaining in the sub-account to another Pooled Fund Trust which meets the requirements of 42 U.S.C. § 1396p(d)(4)C, or to a Special Needs Trust which meets the requirements of 42 U.S.C. § 1396p(d)(4)A.

2. Upon the death of a Beneficiary, any amounts remaining in the Beneficiary's Trust sub-account (after payment of final allowable expenses) shall be deemed to be surplus Trust property and shall be retained by the Trust. Twenty percent (20%) shall be distributed to the Disabilities Foundation of Charleston County, Inc., for such uses and purposes as its governing board shall determine, and the balance shall be prorated among the sub-accounts of the remaining Beneficiaries of the Trust as of the date of death of the Beneficiary on a prorated basis. Gifts or devisees to the Trust shall be similarly treated unless the purpose for which a gift is made is specified by the donor. To the extent that it is determined that amounts remaining are deemed not to be retained by the Trust such sums shall be paid to the South Carolina Department of Health and



Human Services or any other State Medicaid agency known to the Trustee to have provided medical assistance to the Beneficiary during his or her lifetime, up to an amount equal to the total amount of medical expenses paid on behalf of the beneficiary for Medicaid assistance.

ARTICLE XIII  
GENERAL MATTERS AND INSTRUCTIONS  
WITH REGARD TO THE TRUSTEESHIP

1. The Trustee shall not be required to furnish any bond for the faithful performance of the Trustee's duties. If bond is required by any law or court of competent jurisdiction, no surety shall be required on such bond.

2. The Trust established under this instrument be administered free from the active supervision of any court. Any proceedings to seek judicial instructions or a judicial determination may be initiated by the Trustee in any court having jurisdiction of these matters relating to the construction and administration of the Trust.

3. The Trustee shall be entitled to reasonable compensation, as agreed upon between the Trustee and the Grantor. Payments from an individual sub-account shall be made in accordance with a schedule of fees and charges, as specified in the Joinder Agreement.

4. The validity of this Trust shall be determined by the laws, including valid regulations, of the United States and the State of South Carolina. Questions of construction and administration of this Trust shall be determined by the laws of the situs of administration.

ARTICLE XIV  
INCOME TAX MATTERS

The Trustee hereunder shall pay, at the request of the Special Advisor, any tax liability of the Beneficiary which results from income attributable to the sub-account of the beneficiary. 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 the Beneficiary. The Beneficiary shall not have any right to or interest in any such funds paid by the Trustee. Any such funds are not a resource of the Beneficiary and should not be treated as a distribution of income for any purpose.

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. For purposes of determining whether an amount is attributable to such prior payments any refund (including interest thereon) shall be attributed to amounts previously paid by the Trustee to the extent the Trustee made any tax payment for the relevant year which has not been previously refunded, any interest included as part of a refund shall not be used to offset a previous payment by the Trustee.

The beneficiary or his or her Special Advisor shall execute any letters, powers of

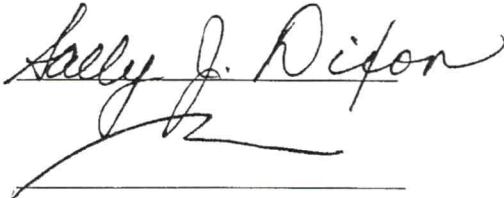


attorney or other documents required or requested by the taxing authority in order to allow payment of any refund to the Trustee.


In the event that any tax refund which is attributable in whole or part to a prior payment by the Trustee is paid directly to the Beneficiary or his or her guardian or other representative the recipient of such refund or part thereof shall have no interest in or right to such refund or part thereof and shall hold the amount which is attributable to a prior payment by the Trustee as an agent of and for the Trustee and shall immediately turn over such amount to the Trustee.

IN WITNESS WHEREOF, the undersigned have executed this Trust Agreement on the date and year first above written.

WITNESSES

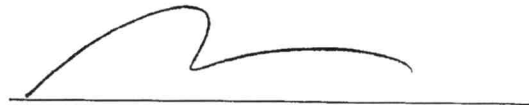
  
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**Disabilities Foundation of  
Charleston County, Inc.**

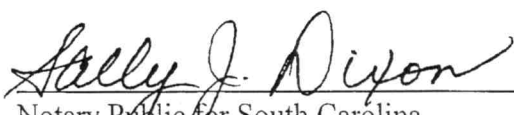
By:   
Grantor

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF CHARLESTON     )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named **Disabilities Foundation of Charleston County, Inc.**, by Cynthia Coker its Grantor, sign, seal and as his act and deed, deliver the within written trust and that s/he with the other witness witnessed the due execution thereof.

  
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SWORN to before me this 14th  
day of October, 2009.

 (LS)  
Notary Public for South Carolina  
My Commission Expires:  
**Sally J. Dixon**  
**My Commission Expires:**  
**February 27, 2012**

WITNESSES

Jeresa Lighter

[Signature]

Branch Banking and Trust  
Company

By: [Signature]  
Trustee

Vice President  
Retirement & Institutional Services

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Branch Banking and Trust Company, by its V.P. Annette Penny, its Trustee, sign, seal and as his act and deed, deliver the within written trust and that s/he with the other witness witnessed the due execution thereof.

[Signature]

SWORN to before me this 12<sup>th</sup>  
day of November, 2013 ~~2009~~ DC

[Signature] (LS)  
Notary Public for South Carolina  
My Commission Expires: 6/20/2015