



JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

SECRETARY'S CERTIFICATE

This is to certify that the undersigned is an Assistant Secretary of JPMorgan Chase Bank, National Association, a national banking association organized and existing under the laws of the United States of America (the "Bank"), and that in such capacity I am authorized to make and deliver this Certificate, and in such capacity I HEREBY CERTIFY:

1. Bank One, Texas, National Association merged with and into Bank One, National Association (Chicago, Illinois) on February 8, 2001.
2. Bank One Trust Company, N.A., a national banking association, succeeded to substantially all of the trust business of Bank One, National Association (Chicago, Illinois), pursuant to Section 3-3 of the Illinois Corporate Fiduciary Act (205 ILCS 620/3-3) on May 19, 2004.
3. Bank One Trust Company, National Association and JPMorgan Chase Bank, National Association merged under the Charter and Title of JPMorgan Chase Bank, National Association on October 20, 2006

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Bank on this 13th day of April, 2009.

Stephen L. Geifman, Assistant Secretary

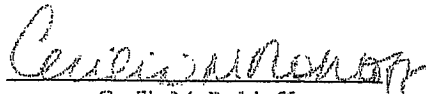
CERTIFICATE OF
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

I, Stephen L. Geifman, DO HEREBY CERTIFY that I am a duly elected and qualified Assistant Secretary of JPMorgan Chase Bank, National Association, a national banking association duly organized and existing under the laws of the United States of America (the "Bank") and that set forth below is a true and correct copy of resolutions duly adopted by the directors of the Bank pursuant to a unanimous written consent dated January 17, 2007. I further certify that said resolutions, at the date hereof, are still in full force and effect.

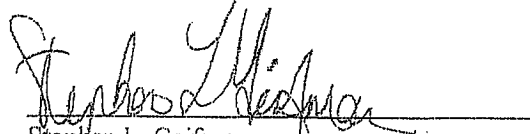
RESOLVED that loan agreements, contracts, indentures, mortgages, deeds, releases, conveyances, assignments, transfers, certificates, certifications, declarations, leases, discharges, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies, requisitions, demands, proofs of debt, claims, records, notes signifying indebtedness of JPMorgan Chase Bank, N.A. (the "Bank"), and any other contracts, instruments or documents in connection with the conduct of the business of the Bank, whether or not specified in the resolutions of the Bank's Board of Directors (the "Board") may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Operating Committee or Executive Committee, any Executive Vice President, the Chief Financial Officer, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, any Managing Director, any Vice President, or any other officer who the Secretary or any Assistant Secretary certifies as having a functional title or official status which is equivalent to any of the foregoing, and the seal of the Bank may be affixed to any thereof and attested by the Secretary, any Vice President or any Assistant Secretary; *provided, however*, that any guarantees, comfort letters or other letters of support issued by the Bank in respect of obligations of any of the Bank's affiliates or subsidiaries ("Support Documents") may be executed only where consistent with such resolutions of the Board dated the date hereof, as may be amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates;

RESOLVED that powers of attorney may be executed on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Operating Committee or Executive Committee, any Executive Vice President, the Chief Financial Officer, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, and by any Managing Director having a rank equivalent to Senior Vice President; *provided, however*, that such powers of attorney may not provide authority for signing Support Documents except as where consistent with such resolutions of the Board dated the date hereof, as may be amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates.

I FURTHER CERTIFY that Cecilia M. Rohloff is a Vice President of JPMorgan Chase Bank, National Association and is empowered to act in conformity with the above resolutions. I also certify that the signature of said officer appearing below is a true and exact specimen of her signature.


Cecilia M. Rohloff

WITNESS my hand and the seal of JPMorgan Chase Bank, National Association as of this 9th day of March, 2009.


Stephen L. Geifman
Assistant Secretary

(Corporate Seal)

THE ARC OF TEXAS
MASTER POOLED TRUST IV
DECLARATION OF TRUST
(A Self-Settled, Grantor Trust)

Adopted: December 2, 2000

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Master Pooled Trust IV

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**THE ARC OF TEXAS
MASTER POOLED TRUST IV
(A Self-Settled, Grantor Trust under Which Sub-Accounts
can be Established for Disabled Beneficiaries)**

P R E A M B L E

WHEREAS, **THE ARC OF TEXAS**, pursuant to the Omnibus Budget Reconciliation Act of 1993 ("OBRA 1993"), established and is currently managing two master pooled trusts for the convenience of individual grantors ("Grantors") who have established Sub-Accounts for disabled Beneficiaries within one of such Master Trusts (either I, created under Declaration dated March 5, 1997, or II, created under Declaration dated March 5, 1997); and

WHEREAS, recent communications with the Social Security Administration (Dallas, Texas office), the Texas Department of Human Services, and the Texas Department of Mental Health and Mental Retardation, have clarified that these agencies have informally ruled that the Declaration may allow the Trustee complete discretion over distributions from a Sub-Account for a Beneficiary without making the Sub-Account a countable resource of that Beneficiary (but that when distributions are made, they could count as income to the Beneficiary unless excepted because, for example, not made for the Beneficiary's food, clothing, or shelter); and

WHEREAS, the **ARC OF TEXAS** has decided to create Trust IV so that the Trustee will have greater discretion to make, and more flexibility in making, distributions for the Beneficiary; and

WHEREAS, the Manager has previously changed the Trustee to Bank One Texas, N.A.;

NOW, THEREFORE, the Declaration of Master Pooled Trust IV is hereby created in its entirety to read as follows:

**ARTICLE I
NAME OF THE TRUST**

The name of this Trust shall be **THE ARC OF TEXAS MASTER**
THE ARC OF TEXAS MASTER POOLED TRUST IV

POOLED TRUST IV.

ARTICLE II DEFINITIONS

2.1. Trust. "Trust" shall mean the trust established by this Master Pooled Trust IV Declaration.

2.2. The Arc of Texas or The Arc. "The Arc" or "The Arc of Texas" shall mean The Arc of Texas, Inc., a Texas non-profit corporation that has been recognized by the Internal Revenue Service as being a public charity pursuant to Sections 170(a) and 501(c)(3) of the Internal Revenue Code of 1986, as amended.

2.3. Manager. "Manager" shall mean **THE ARC OF TEXAS** or any successor as provided in section 8.4 of this Declaration.

2.4. Beneficiary. "Beneficiary" shall mean a "person with disabilities" or a "disabled person" for whom a Sub-Account is established within the Master Pooled Trust IV.

2.5. Person with Disabilities; Disabled Person. Whether or not there has been any official determination of such individual's disability by a court of law, the Social Security Administration, Medicaid, or other governmental entity, a "person with disabilities" shall mean a "disabled person" as defined in Section 1614(a)(3) of the Social Security Act (42 U.S.C. § 1382c(a)(3)), and includes but is not limited to a disabled person who qualifies under 42 U.S.C. § 1396p, amended August 10, 1993, by OBRA 1993, to be a recipient of services and benefits under this Trust. As of September 1, 2000, if a disabled person is sixty-five (65) or over when the Sub-Account is established and his or her own assets are used to fund the Sub-Account, then that disabled person may be subject to the transfer of resources analysis and perhaps penalty.

2.6. Grantor. "Grantor" shall mean a parent, grandparent, or court-appointed Guardian of a Beneficiary, a Beneficiary himself or herself, any court, or any other person or entity with legal authority to act with respect to the assets of the Beneficiary that establishes a Sub-Account within the Master Pooled Trust IV for the benefit of a Beneficiary by contributing the Beneficiary's own assets to a Sub-Account of the Master Pooled Trust IV for the benefit of a Beneficiary. (See Master Pooled Trust I & III for Sub-Accounts created and funded using the assets of persons other than the Beneficiary.)

2.7. Guardian. "Guardian" shall mean a legal guardian, conservator, agent acting under a durable power of attorney, trustee, Representative payee, custodian under the Uniform Gift or Transfers to Minors Act of any state, or other legal representative or fiduciary of a Beneficiary.

2.8. Primary Representative. "Primary Representative" shall mean the person named in the Joinder Agreement IV with whom the Manager is authorized to communicate regarding a Beneficiary's interests.

2.9. Sub-Account. "Sub-Account" shall mean the financial account within the Master Pooled Trust IV maintained for the benefit of an individual Beneficiary and shall be equal to the initial value of the assets contributed less disbursements made on behalf of the Beneficiary, increased by the Sub-Account's proportionate share of Trust IV's earnings and appreciation, less the Sub-Account's allocable share of taxes, expenses, depreciation, and fees as set forth in the Joinder Agreement IV and as calculated in accordance with this Master Pooled Trust IV.

2.10. Joinder Agreement IV. "Joinder Agreement IV" shall mean that agreement attached to this Declaration as Appendix 2 (or as same may be amended or as same may have been entered into prior to the creation of this Trust IV), which provides information about the Beneficiary, the Grantor, the Guardian (if any), and the Primary Representative of the Beneficiary, as well as information about disbursements from the Beneficiary's Sub-Account and annual costs associated with Trust IV, and which sets forth other issues regarding the relationships among the Trustee, Manager, and Grantors.

2.11. Trustee. "Trustee" shall mean the entity then serving as Trustee under Article VII of this Trust IV, and its successor or successors.

2.12. Assets. "Assets" of the Trust shall include both corpus and income of Trust IV.

2.13. Governmental Assistance. "Governmental assistance" shall mean assistance and benefits received through the Social Security Administration, including Supplemental Security Income, through Medicaid, through Medicare, through services provided or authorized or licensed by the Texas Department of Mental Health and Mental Retardation, and through other governmental entities (federal, state, and local).

2.14. Internal Revenue Code. "Internal Revenue Code" shall mean the

Internal Revenue Code of 1986, as amended, and as in effect from time to time.

ARTICLE III
**ESTABLISHMENT OF TRUST FOR THE HEALTH, EDUCATION,
MAINTENANCE, AND OTHER NEEDS OF THE BENEFICIARIES**

3.1. Intent. It is the intention of **THE ARC OF TEXAS**, which is declaring this Trust, to establish a method for establishing a Sub-Account for a person with disabilities and to have that Sub-Account administered in accordance with the terms of this Trust IV. It is also The Arc's intent that assets of a Sub-Account cannot be used to satisfy claims of the creditors of the Beneficiary of that Sub-Account (except as allowed pursuant to Texas law). This Trust is not to be used to defeat the rights of pre-existing creditors of the Beneficiary in property belonging to the Beneficiary prior to its contribution to a Sub-Account. Income and corpus of the Trust IV allocated to a Beneficiary's Sub-Account shall be available to that particular Beneficiary only when the Trustee and/or the Manager in its or their complete and absolute discretion elect to disburse such amounts of such funds, from zero to the entire amount, for the health, education, maintenance, and other needs of such Beneficiary. Further, the Trustee and/or Manager shall, to the extent they deem it reasonable and advisable, help the Beneficiary obtain governmental assistance and use the Sub-Account for that Beneficiary to supplement, and not supplant, such assistance. However, there may be situations where a Beneficiary could qualify for governmental assistance, but that the Trustee and Manager, nevertheless, determine that it is in the Beneficiary's best interests to make distributions from the Sub-Account even though such distributions will reduce the Beneficiary's governmental assistance or result in the Beneficiary's ineligibility for governmental assistance. Any determination made by the Trustee and/or the Manager in good faith as to the manner in which or the extent to which the powers granted by this Trust IV shall be exercised shall be binding and conclusive upon all persons who might then or thereafter have or claim any interest in the Trust IV assets and the Trustee and Manager shall bear no liability for making distributions in accordance with this Section that result in a reduction, loss, or denial of governmental assistance.

3.2. Purpose and Objective of the Trust. The principal purpose and objective of this Trust is to provide a system for the management, investment, and disbursement of Trust assets to promote each Beneficiary's comfort and happiness by providing for each Beneficiary from his or her Sub-Account (or from any undesignated amounts that have been contributed to Trust IV) authority to the Trustee to make distributions for such Beneficiary's health, education, maintenance, and other needs. Assets contributed by a Grantor for a Beneficiary shall be invested,

re-invested, and administered as a Sub-Account in the name of and for the benefit of that Beneficiary.

3.3. Discretionary Trust: Health, Education, Maintenance, and Other Needs. The Trustee shall make disbursements from a Beneficiary's Sub-Account in such amounts, from zero to the entire Sub-Account, as shall be directed by the Manager within the Manager's sole discretion for health, education, maintenance, and other needs of a Beneficiary, or may refuse to make disbursements, as directed by the Manager in the Manager's sole discretion. *The Manager is under no obligation to direct any expenditures of income or principal for the Beneficiary.*

3.4. Disbursements. The Trustee, at the Manager's direction or in the absence of such direction in its sole discretion, may make any payments or disbursements under the Trust as follows: (a) directly to a Beneficiary's Primary Representative or to the Beneficiary, (b) in any form allowed by law, (c) to any person deemed suitable by Trustee, or (d) by direct payment of a Beneficiary's expenses.

3.5. Income Taxation of a Sub-Account. Generally, a Sub-Account under Trust IV will be treated as a "grantor trust" because the Beneficiary himself (or herself), his (or her) guardian, or other authorized Primary Representative of the Beneficiary, or any other person on behalf of the Beneficiary will have deposited assets or properties belonging to that Beneficiary to the Sub-Account for that Beneficiary. If the Sub-Account is treated as a grantor trust for federal income tax purposes, the reporting of the income of the Sub-Account and taxation thereon shall be subject to provisions of section 6.3 of this Trust IV.

3.6. Spendthrift Provision. To the fullest extent permitted by law, this Trust and each Sub-Account thereunder shall be a spendthrift trust and no part of this Trust IV, whether principal or income, shall be subject to anticipation or assignment by any Beneficiary; nor shall it be subject to attachment or control by any public or private creditor of a Beneficiary; nor may it be subject to any judicial process or levy against any Beneficiary by any voluntary or involuntary creditor, including those that have provided for the Beneficiary's health, education, maintenance, and other needs, before assets of this Trust have actually been paid or disbursed to such Beneficiary. Under no circumstance may any Beneficiary compel a disbursement from the Trust. Further, a Beneficiary shall not use this Trust to defeat the rights of pre-existing creditors. This provision applies so long as any trust property is in the hands of the Trustee in such Trustee's fiduciary capacity regardless of whether or not an event requiring a distribution to a Beneficiary has occurred.

ARTICLE IV
TRUST FUNDING AND EFFECTIVE DATE

4.1. Initial Funding. **THE ARC OF TEXAS** has previously funded this Trust with a lump sum payment of One Hundred Dollars and No Cents (\$100.00), as set forth on Appendix 1. The Arc of Texas has previously assigned, conveyed, transferred, and delivered the above-described funds to the Trustee at the time of creation of the Master Pooled Trust I.

4.2. Trust Estate. The Trust estate shall consist of the initial cash contribution by The Arc of Texas and any additional contributions made to the Trust estate at any time by any Grantor in accordance with the provisions of Article V and the sum of the individual Sub-Accounts.

4.3. Effective Date. This Trust was established by The Arc of Texas as of the day and year when it was adopted. The Trust shall be effective as to any Grantor or Beneficiary upon (a) execution of a Joinder Agreement IV by a Grantor or adoption of a Joinder Agreement by a court order, (b) certification of the Joinder Agreement IV by the Manager and approval by the Trustee, and (c) Grantor's delivery to the Trustee, and the Trustee's acceptance of, assets. Grantors' contributions are discussed further in Article V, below.

ARTICLE V
GRANTORS' CONTRIBUTIONS

5.1. Trust Is Irrevocable Upon Acceptance of Assets by Trustee, Sub-Accounts Irrevocable on Funding. Upon delivery to and acceptance by the Trustee of assets acceptable to the Trustee, the Trust and each Sub-Account that is hereafter created shall be (and that was previously been created became) irrevocable and the contributed assets shall not be refundable. By execution of the Joinder Agreement IV, each Grantor acknowledges (and each Grantor who has already established a Sub-Account has previously acknowledged) that upon the funding of a Sub-Account of this Trust, that Grantor shall have no further interest in and does thereby relinquish and release all rights in, control over, and all incidents of interest of any kind or nature in and to the contributed assets (including the original contribution to the Trust and any and all subsequent additions to the Trust) and all income thereon.

5.2. Assets Designated for Future Transfer. Assets or interests in assets can be designated for future transfer by a Grantor as a contribution. Such designation may be revocable and can be revoked by the Grantor as to such assets at any time

during that Grantor's life and continued capacity to revoke. Examples of such contributions include a policy of life insurance on a Grantor's life in which the Sub-Account for a Beneficiary under Trust IV is designated as a beneficiary, or a Sub-Account under Trust IV being named as a beneficiary of any future interest in assets, such as that which would pass under the terms of a Grantor's last will. However, if a third party Grantor directs that assets belonging to that third party or a person other than the Beneficiary are to be used to create or added to a Sub-Account for a Beneficiary, those assets will be held under Trust I or III and not under Trust II or IV.

ARTICLE VI **ADMINISTRATIVE PROVISIONS**

6.1. Sub-Accounts. A separate Trust IV Sub-Account shall be maintained for each Beneficiary, but, for purposes of investment and management of funds, the Trustee may pool the Sub-Accounts for all Master Pooled Trusts of which it is then a Trustee. The Trustee, the Manager, or their 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 expenditures and costs of such Sub-Account.

6.2. Fees and Expenses. The fees and expenses associated with each Sub-Account shall be charged in the manner described in the Joinder Agreement IV and as set forth in Schedule A to the Joinder Agreement IV.

6.3. Annual Reports to Grantor or Beneficiary; Grantor Trust and Non-Grantor Trust. For accounting purposes, Trust IV and each Sub-Account thereof shall be operated on a calendar year basis. The Trustee shall provide periodic accountings, at least annually, to each Grantor while such Grantor is living (and if the Joinder Agreement was executed pursuant to court order, then to the Guardian, or court, or other person designated in such court order as the one with the authority to sign the Joinder Agreement), and thereafter to each Beneficiary (or to his or her Primary Representative), showing all receipts, disbursements, and distributions to or from such Trust IV Sub-Account during the previous calendar year. The Trustee, the Manager, or their agents shall also cause to be prepared on behalf of each Sub-Account appropriate federal income tax returns and/or other reports required by the Internal Revenue Service, all of the costs and expenses of which shall be charged to each Sub-Account in accordance with the actual time and expense incurred for the preparation of such tax returns and/or reports for that particular Sub-Account. The federal income tax return for any Sub-Account that is treated as a grantor trust shall be an informational return only. Such informational return shall report to Internal

Revenue Service all allocable income, gains, or losses which are required to be reported on the Grantor's federal income tax return. Any Sub-Account which is not a grantor trust will file its own federal income tax return and any taxes assessed against the income of the Sub-Account shall be paid from and out of the Sub-Account assets and properties. The Grantor, by execution of the Joinder Agreement IV, indemnifies the Manager and the Trustee from any and all claims for income tax liabilities attributable to his or her Sub-Account which is taxed as a grantor trust under the rules of the Internal Revenue Code. The Beneficiary and the Primary Representative shall be responsible for completing, signing, and mailing the annual income tax returns for the Beneficiary which are applicable to any income of the Sub-Account passed through and taxable directly to a beneficiary under the rules and regulations of the Internal Revenue Code.

6.4. Sub-Account Records Available for Inspection. A Sub-Account's records shall be available at all reasonable times for inspection by the Beneficiary of that particular Sub-Account, and by his or her Primary 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 the Beneficiary, or who does not have the express written approval of the Beneficiary, to receive such information, or who is not the Primary Representative of the Beneficiary.

ARTICLE VII TRUSTEE

7.1. Trustee's Reliance on Manager. The Trustee shall be authorized to rely on the Manager's directions.

7.2. Resignation or Removal. The Trustee may resign for any reason, at any time, provided that the Trustee gives ninety (90) days' advance notice to the Manager of its intention to resign. The Trustee may, be removed without cause by the Manager at any time upon giving ninety (90) days' advance notice to the Trustee. No court approval is required for the Trustee's resignation or removal. If both the Manager and the Trustee agree, the notice requirement may be waived or reduced.

7.3. Successor Trustee. If the Trustee resigns or is removed, the Manager shall select and appoint a Successor Trustee. The Successor Trustee must be a bank or trust company doing business in the State of Texas. If the Manager does not appoint a Successor Trustee within sixty (60) days after removing a Trustee or within sixty (60) days after receiving notice of the Trustee's intent to resign, a successor Trustee shall be selected and appointed by a court of competent

jurisdiction in Texas. Any successor Trustee shall act as such without any liability for the acts or omissions of any predecessor Trustee. Any corporation that shall succeed (by purchase, merger, consolidation or otherwise) to all or the greater part of the assets of any corporate Trustee shall succeed to all the rights, duties and powers of such corporate Trustee as Trustee of this Trust.

7.4. 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 purposes of this Trust, and to perform the Trustee's duties as such and to receive, hold, manage, and control all the income arising from such Trust and the corpus thereof and to do such other acts or things concerning the Trust as may be advisable. The Trustee's power and authority shall include, but not be limited to, all powers conferred upon fiduciaries by the Texas Trust Code, Subtitle B of Title 9 of the Texas Property Code, as amended from time to time, or the provisions of any successor trust laws of the State of Texas, and the powers conferred upon the Trustee by said Code are hereby incorporated into this Declaration by reference; provided, however, that the Trustee is specifically prohibited from making (or holding unless held for a short period of time simply to effect a sale) direct investments of the Trust assets in real estate or oil, gas and other mineral interests, leases, royalties, overriding royalties, production payments, and other oil, gas and mineral properties except to the extent specifically authorized by Resolution of the Board. The Trustee may invest the assets of the Trust in its common trust funds and in mutual funds. The Trustee may also borrow money, including from its own commercial banking department, for such period of time and upon such terms and conditions as it may consider to be proper and may mortgage and pledge assets as security for any such loan. If the Trustee accepts non-productive property contributed by a Grantor, the Trustee is authorized to retain such non-productive property as an asset of the Trust. The Trustee specifically has full authority and power to prosecute, defend, contest or otherwise litigate legal actions or other proceedings for the protection or benefit of this Trust and to pay, compromise, release, adjust, or submit to arbitration any debt, claim or controversy, and to insure the Trust against any risk, and to insure the Trustee and the Manager against liability with respect to third persons.

7.5. Limits of Trustee Authority. No authority described in this Trust 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 assets 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 assets of any Trust Sub-Account, directly or indirectly, without adequate interest or security.

7.6. No Bond Required. 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.

7.7. No Court Supervision of Trust. The Trust IV established under this Declaration of Trust shall be administered free from the active supervision of any court. Venue for proceedings dealing with the Trust, including the seeking of judicial instructions or a judicial determination, shall be in Travis County.

7.8. Trustee Compensation. The Trustee shall be entitled to reasonable compensation, commensurate with the services actually performed, and as from time to time agreed to by the Manager.

7.9. Trust's Defense Costs and Expenses. 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 Manager, either (a) be charged on a pro rata basis to all Trust Sub-Accounts, or (b) be charged only against the Trust Sub-Accounts of the affected Beneficiaries. The Manager may, but is not required to, rely on the advice of the Advisory Committee (as described in Article IX) in determining whether defense costs affect a substantial number of Trust Sub-Accounts and warrant allocation among all Sub-Accounts, or whether the issue requiring defense of the Trust is limited to a single Sub-Account or to only certain Sub-Accounts such that charges should be allocated solely to such accounts.

ARTICLE VII MANAGER

8.1. Manager. In addition to its role as declarer of this Declaration of Trust, **THE ARC OF TEXAS** shall initially be the Manager of the Trust. The Manager, whether The Arc or a successor manager as provided by Section 8.4, shall manage the Trust, and shall perform such acts and duties as set forth in the Joinder Agreement IV, and otherwise as the Manager and the Trustee shall mutually agree. The Manager 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 purposes of this Trust, and to perform the Manger's duties as such, and to do such other acts or things concerning the Trust as may be advisable.

8.2. The Manager May Seek Other Resources. The Manager may seek the

advice and assistance of the Grantor, the Primary Representative, any Guardian or Guardians of the Beneficiaries, or others, including any federal, state and local agencies that are established to assist persons with disabilities. The Manager may use available resources to assist in identifying programs that may be of legal, social, financial, developmental, or other assistance to Beneficiaries.

8.3. The Manager and Trustee Not Liable for Failure to Identify Resources. The Manager and the Trustee shall not, in any event, be liable to any Beneficiary for failure to identify any program or resource that may be available to such Beneficiary because of his or her disabilities. As evidenced by Grantor's execution of the Joinder Agreement IV, Grantor recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and the Grantor agrees that the Manager and Trustee will not in any event be liable for any failure to transfer a Trust IV Sub-Account to one under Trust II or to apply for, or for the loss of, benefits as long as the Manager acts in good faith.

8.4. Appointment of Successor Manager. The Arc of Texas may designate another non-profit corporation that meets the requirements of Section 501(c)(3) of the Internal Revenue Code as a successor manager of the Trust. In the event that The Arc of Texas names a successor manager, then that successor shall succeed to all the rights, powers, and privileges accorded The Arc of Texas as Manager of the Trust, including the right to name a successor manager. Such successor manager will advise the Trustee pursuant to terms of this Declaration and shall manage the Trust in accordance with its terms.

8.5. Fees Paid to the Manager. The Manager shall charge fees to each Sub-Account for its services as Manager as provided on Schedule A of the Joinder Agreement IV. Unless the quarterly fees are paid by a Grantor, the quarterly fees will be charged against the funds in the applicable Sub-Account. The Manager may from time to time establish or amend the schedule of fees applicable to the Sub-Accounts and the new fees will apply as of the effective date of such amendment. The amount of the initial annual fee applicable to each funded Sub-Account shall be the fee amount in effect as of the date that a Grantor executes the Joinder Agreement IV.

8.6. Fees Paid to the Trustee. From its fee, and any other funds available to it, the Manager shall pay the Trustee's fee for services as provided on Schedule A of the Joinder Agreement. Unless the quarterly fees of the Trustee are paid by a Grantor, the quarterly fees will be charged against the funds in the applicable Sub-Account. The Trustee, with the concurrence of the Manager, may from time to time

establish or amend its schedule of fees applicable to the Sub-Accounts and the new fees shall apply as of the effective date of the amendment.

ARTICLE IX **ADVISORY COMMITTEE**

9.1. Establishment of Advisory Committee. The Board of Directors of The Arc of Texas shall appoint members of an Advisory Committee to advise the Manager in the administration of the Trust. The Advisory Committee members shall not be trustees and the Advisory Committee shall not constitute a Board of Trustees. The Manager may rely upon the Advisory Committee solely for advice and information. The Advisory Committee may provide advice on matters described in this Trust, or as the Board of Directors of The Arc of Texas shall request by board resolution. The Advisory Committee shall be the same for all of Trusts I, II, III, and IV.

9.2. Members of the Advisory Committee. There shall be a minimum of three (3) and a maximum of seven (7) members of the Advisory Committee, as such number is established from time to time by resolution of the Board of Directors of The Arc. Members of the Advisory Committee shall be appointed by The Arc of Texas from interested organizations ("Stakeholder Organizations"), with such composition among the Stakeholder Organizations as The Arc determines to be appropriate by resolution of The Arc Board of Directors.

9.3. Stakeholder Organizations. The organizations listed below may be included among The Arc's listing of Stakeholder Organization. Organizations may be added or deleted by resolution of The Arc of Texas Board of Directors.

Advocacy, Inc.; Austin Resource Center for Independent Living (ARCIL); Epilepsy Association of Texas, Inc.; Texas Association for Mental Health, D/B/A The Mental Health Association of Texas; Partners Resource Network; Planned Living Assistance Network of North Texas; Private Providers Association of Texas; Spina Bifida Association of Texas; National Alliance for the Mentally Ill of Texas; Texas Council of Community MHMR Centers; Brain Injury Association of Texas, Inc.; Easter Seals - Central Texas; Texas Mental Health Consumers; National Multiple Sclerosis Society - Lone Star Chapter; Texas Special Olympics; Texas University Affiliated Programs; United Cerebral Palsy Association of Texas, Inc.

9.4. Meetings of the Advisory Committee. Meetings of the Advisory

Committee shall take place in a location specified by the Manager, no less frequently than one (1) time per year. Reasonable travel expenses for each member of the Advisory Committee to attend such meetings shall be an administrative charge of the Trusts and allocated by the Manager among all Sub-Accounts of Trusts I, II, III, and IV, as deemed appropriate by the Manager.

9.5. Full Indemnification of Advisory Committee Members. The provisions of Section 10.2 shall apply to members of the Advisory Committee as if incorporated into this section. Further, however, members of the Advisory Committee shall not have liability to the Trust IV, the Trustee, The Arc of Texas as the declarer of the Trust and its Manager, any Beneficiaries, or any Grantors for any reason. The purpose of the Advisory Committee is to provide advice, assistance, and information to the Manager as well as to provide Stakeholder Organizations with information about the Trust IV and its administration. Members of the Advisory Committee shall have no liability to any party for any omission or acts in providing such advice, assistance or information to the Manager.

ARTICLE X **INDEMNIFICATION**

10.1. Acknowledgement of Grantors. As evidenced by a Grantor's execution of the Joinder Agreement IV, each Grantor acknowledges that the Trustee is a financial institution and is not licensed or skilled in the field of social services. The Trustee may conclusively rely upon the Manager to identify programs that may be of social, financial, developmental, or other assistance to a particular Beneficiary. The Trustee, its agents and employees, as well as its agents' and employees' heirs and legal and personal representatives shall not in any event be liable to any Grantor or Beneficiary or any other party for its acts as Trustee so long as the Trustee acts in good faith and reliance upon the Manager shall constitute "good faith."

10.2. Scope of Indemnification. The Trustee, The Arc of Texas, the Manager, the members of the Advisory Committee, and each of their respective agents, employees, officers, and directors as well as their heirs, successors, assigns, and personal representatives of such parties shall be and hereby are indemnified by the Trust and the Trust assets against all claims, demands, liabilities, fines, or penalties and against all costs and expenses (including attorney's fees and disbursements and the cost of reasonable settlements) and expressly including claims for the negligence of the indemnified parties and their agents, employees, officers and directors, 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 Trustee or

Manager or member of the Advisory Committee, whether or not he, she, or it shall have continued to serve as such at the time of incurring such claims, demands, liabilities, fines, penalties, costs, or expenses or at the time of being subjected to the same. This right of indemnification shall not be exclusive of, or prejudicial to, other rights to which the Trustee, The Arc of Texas, the Manager, members of the Advisory Committee, and their respective agents or employees may be entitled as a matter of law or otherwise.

10.3. Limits On Indemnification. The Trustee, The Arc of Texas, the Manager, and their respective agents and employees (and their heirs 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 XI **AMENDMENT OF TRUST**

11.1. Trust Is Irrevocable. As evidenced by a Grantor's execution of the Joinder Agreement IV, the Grantor acknowledges that upon execution of the Joinder Agreement IV by Grantor and the Manager, and the funding of a Sub-Account for a Beneficiary, that such Sub-Account and this Trust, as to the Grantor and the Beneficiary, is irrevocable.

11.2. Limited Circumstances under Which Trust May Be Amended. Notwithstanding Section 11.1 above, the Manager, or the Trustee with the Manager's concurrence, may amend this Trust in any manner the Manager deems to be appropriate and consistent with the purposes and objectives set forth in this Trust and may do so unilaterally, provided the Manager or the Trustee send a notice describing such amendments to each Grantor and each Beneficiary at their last known addresses and also to the Texas Department of Human Services, the Social Security Administration (Dallas Office), and the Texas Department of Mental Health and Mental Retardation (or any successor agency to them). Such amendments may also be made and approved by any court of competent jurisdiction in Texas, provided that notice of such request for amendment is provided to the Trustee, the Manager, the Texas Department of Human Services, and to the Attorney General's Office of the State of Texas, with courtesy copies to each of the Grantors at his or her last known address, to each Beneficiary who is then eligible to receive a distribution, to the Social Security Administration (Dallas Office), and to the Texas Department of Mental Health and Mental Retardation, but not to remaindermen. Each Grantor specifically waives the need for any formal notice or

citation to be issued to him or her. A Beneficiary (who is not also the Grantor) who is then currently eligible to receive a distribution need not be made a party to any court proceeding to amend the Trust and the amended Trust shall apply to each Sub-Account then existing under Trust IV upon the date of the amendment.

11.3. Prohibited Amendments. Notwithstanding Section 11.2 above, neither the Trustee nor the Manager shall seek a proposed amendment to this Declaration that would: (a) alter the purposes or objectives of the Trust, (b) make gifts revocable that are otherwise irrevocable under this Trust or under the Joinder Agreement, or (c) change the duties of the Trustee without the Trustee's consent.

ARTICLE XII **TERMINATION OF SUB-ACCOUNTS OR OF ENTIRE TRUST**

12.1. Sub-Account Terminations. Every reasonable attempt will be made to continue the Trust for the purposes for which it is established. However, the Manager and the Trustee do 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 Manager and the Trustee have reasonable cause to believe that the assets of a Trust sub-account are or will become liable for basic maintenance, support, or care that has been or that would otherwise be provided to such Beneficiary by local, state, or federal government, or an agency or department thereof, the Manager in its sole discretion, may direct the Trustee to:

- (a) terminate the Trust sub-account as to the affected Beneficiary, and the Trustee shall then administer the assets in the Trust sub-account according to the provisions of Section 12.3, or
- (b) continue to administer the Trust sub-account under separate arrangement with the affected Beneficiary or his or her Primary Representative.

Before making any distribution of amounts retained in any Trust sub-account, the Manager should consider the public benefits consequences to the Beneficiary of any particular disbursement.

12.2. Distribution of Remainder Interest Upon Death of Beneficiary. Upon the death of a Beneficiary, any amounts remaining in the Beneficiary's Trust sub-account (the "Remainder") shall be distributed as follows, to the extent that there are funds remaining:

- (a) First, the Trust shall retain the portion of the Remainder that has been authorized by the Grantor in the Joinder Agreement to be added to the sub-account retained by and in the name of the Trust (the "Trust's Remainder Share"), if any, to be used as set forth in Section 13.1; then

(b) Second, to the extent that such Beneficiary's sub-account was funded with his or her own money, claims for reimbursement for services by the State of Texas or such other state that provides Medicaid benefits to the Beneficiary ("State Reimbursement Claims," as further described in Section 12.6 below) shall be satisfied up to an amount equal to the total medical assistance paid on behalf of the Beneficiary under the State's Medicaid plan; then

(c) Third, the Trust shall distribute all remaining funds to the final remainder beneficiaries (the "Final Remainder Beneficiaries") listed under the Joinder Agreement; provided, however, that if any Final Remainder Beneficiary is a minor, is under a legal disability, or is incapacitated, Section 13.2 of this Agreement shall apply.

12.3. Distribution of Remainder Interest Upon Termination of Sub-Account During Beneficiary's Life. If, in the Manager's sole discretion, it becomes impossible or impracticable to fulfill the conditions of the Trust with regard to the respective Beneficiary for reasons other than the death of the Beneficiary according to section 12.1(a), the Trustee, at the Manager's direction or in the absence of such direction in the Trustee's sole discretion, or upon order from a court with jurisdiction, or in the event the Grantor has not designated such a recipient, shall distribute all or any portion of the assets in a Trust sub-account as set out below:

- a) Taxes due from the trust to the State(s) or Federal government because of the death of the beneficiary;
- b) Reasonable fees and administrative expenses associated with the termination of the trust shall be paid to the Manager and Trustee prior to reimbursement of medical assistance to the State(s), as described in 12.3(c).
- c) To the extent that such Beneficiary's sub-account was funded with his or her own money, claims for reimbursement for services by the State of Texas or such other state that provides Medicaid benefits to the Beneficiary ("State Reimbursement Claims," as further described in Section 12.6 below) shall be satisfied up to an amount equal to the total medical assistance paid on behalf of the Beneficiary under the State's Medicaid plan; then
- d) Other than payment for those expenses listed in section 12.3(a) and (b), no entity other than the trust beneficiary may benefit from the early termination; after reimbursement to the State(s), all remaining funds are disbursed to the trust Beneficiary.

12.4. Termination of Entire Trust. If it becomes impossible or impracticable to carry out the Trust's purposes with respect to all or substantially all Beneficiaries, the Trustee may, at the Manager's direction or in the absence of such direction in the Trustee's sole discretion, terminate the Trust and distribute the Trust assets in each

Beneficiary's sub-account as set forth in Article 12.3. The Trust's Remainder Share shall be paid to The Arc; provided, however, that if The Arc 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 Manager, 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 12.4, 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.

12.5. Perpetuities Savings Clause. The individual sub-account for each Beneficiary shall be held for the lifetime of the Beneficiary. The sub-account of the Trust's Remainder Share (as defined below in Section 13.1) shall be distributed in the manner permitted by Section 13.1 within the period of time measured by the lives of being of all of the descendants of Joseph P. Kennedy living at the date of execution of this Trust plus twenty-one years. The Trust may be extended by the Manager's written notice to the Trustee.

12.6 Determination of State Reimbursement Claims. At the death of the Beneficiary, the Manager shall determine the amount of State Reimbursement Claims, giving effect to claims received from state agencies and as required by federal and state regulations related to 42 U.S.C. 1396p. In the absence of federal regulations directing the Trust as to priority in the case of multiple state claims, the claims of multiple states shall be pro-rated and paid, to the extent funds remain available after funding the Trust's Remainder Share, from a Beneficiary's sub-account. The Manager is authorized to rely on statements of claims received from the Texas Department of Aging and Disability Services or from any similar agency in any state.

ARTICLE XII - MISCELLANEOUS

13.1. Trust's Remainder Share. The Trust's Remainder Share shall be retained by the Trust and, at the Manager's direction or in the absence of such direction in the Trustee's sole discretion, be used:

(a) for the benefit of other Trust Beneficiaries who are persons with disabilities as defined herein,

(b) to add indigent, disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), to Trust I, II, III or IV as Beneficiaries, or

(c) to provide persons with disabilities with equipment, medication, or services deemed suitable for such persons by the Manager or Trustee.

Gifts or devises to Trust IV 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.

13.2. Final 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 so doing shall have discretion to establish a custodianship whose termination age is 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 of the person, 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, or (if the Individual is a person with disabilities) obtaining a Joinder Agreement for such Individual under Trust I, II, III or Trust IV. Further, the Trustee may make distributions for a Final Remainder Beneficiary who is incapacitated 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 (if any) for the beneficiary's own benefit, or to an attorney in fact named by the beneficiary. "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.

13.3. Texas Law Applies. The validity of this Trust shall be determined by the laws, including valid regulations, of the United States and the State of Texas. Questions of construction and administration of this Trust shall be determined by the laws of the state of administration.

13.4. Headings. The headings above the various provisions of this Trust have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Trust or in ascertaining the intent.

IN WITNESS WHEREOF, the undersigned have executed this Declaration to be effective as of the day and year first written above for the adoption of this Declaration.

THE ARC OF TEXAS, INC.

By: <signature on file> _____

Name: _____

Title: _____

BANK ONE

By: <signature on file> _____

Name: _____

Title: _____

APPENDIX 1

TO THE ARC OF TEXAS
MASTER POOLED TRUST IV

INITIAL CONTRIBUTION

Initial Assets: \$100.00

APPENDIX 2

JOINDER AGREEMENT IV

