

**IRREVOCABLE
§387.278 SETTLEMENT AGREEMENT TRUST**

BY THEIR SIGNATURES BELOW, this Irrevocable §387.278 Settlement Agreement Trust is made and entered into on this ____ day of _____, 20 ____, by and between the undersigned Settlor(s) _____ (hereinafter referred to in the singular as the "Settlor" without regard to the actual number of Settlers) and The Directed Benefits Foundation, Inc. (the "Trustee") for the benefit of the following named minor Beneficiary: _____ (the "Beneficiary"). This Trust Agreement shall be irrevocable upon acceptance of the Agreement by the Trustee and receipt of funding.

**ARTICLE I
ESTABLISHMENT OF TRUST**

1.1 Trust is Established. The Trust is established for the benefit of the above named Beneficiary pursuant to Ky. Rev. Stat. §387.278. The complete Trust instrument consists of the trust document proper together with an Affidavit Regarding Settlement Agreement attached as Exhibit "A," which is specifically incorporated herein. In the event more than one Settlor establishes this Trust, each Settlor shall execute an Affidavit Regarding Settlement Agreement, and each such executed Affidavit shall be attached and incorporated herein as a composite Exhibit "A."

1.2 Name of Trust. The Trust established under this Agreement shall be known as THE _____ SETTLEMENT AGREEMENT TRUST (the "Trust"), but may be referred to in correspondence and/or financial statements in any such abbreviated form as to identify it easily and conspicuously.

1.3 Funding of Trust and Trust Estate. The Trust shall be funded with such proceeds as have been received by the Beneficiary as a result of: (a) the parent or person having legal custody of the Beneficiary having entered into a settlement agreement with a person or entity against whom the Beneficiary has a claim; (b) the sale of real estate; (c) the settlement of an estate; or, (d) from any other source. Such proceeds shall be paid to the Trustee in trust, for the exclusive benefit of the Beneficiary. The Trust estate shall consist of all such property, together with any additions, income, or other accruals that may be received on the corpus.

1.4 Irrevocability. This Declaration of Trust and the Trust created hereunder shall be irrevocable.

**ARTICLE II
INTENT AND PURPOSE OF TRUST**

2.1 Trust Intent. The primary intent of the Trust is to preserve the funds conveyed to the Trust for the future use and benefit of the Beneficiary and to protect such amounts from inappropriate use and wasteful dissipation.

2.2 Trust Purpose. The purpose of the Trust shall be to receive and hold all funds received by the Beneficiary in such a manner as to comply with Ky. Rev. Stat. §387.278. Accordingly, the Trust shall be strictly administered and distributed as described below in Article V, Trust Distributions.

**ARTICLE III
IRREVOCABLE NATURE OF TRUST**

This Trust shall be irrevocable and the Settlor expressly waives all rights and powers, whether alone or in conjunction with others, and regardless of when or from what source such Settlor may heretofore or hereafter acquired such rights or powers, to alter, amend, revoke or terminate this Trust, or any of its terms, in whole or in part. However, the Trustee may make any unilateral amendments to the Trust, as the Trustee determines within its discretion, as may be prudent or necessary to conform with changes in the law; to better achieve the Trust's purpose; or, to achieve more efficient administration of the Trust in the future, provided however, that any such amendment shall not: 1) enlarge or diminish the duties, obligations, or rights hereunder; 2) alter Article V or any other essential terms of the Trust; or, 3) otherwise change the Trust's beneficial interests hereunder.

**ARTICLE IV
SPENDTHRIFT PROVISIONS**

No amount of principal or income payable, or to become payable, under the Trust shall be subject to voluntary or involuntary anticipation and/or assignment by the Beneficiary, nor shall such principal or income be subject to attachment by or subject to interference or control of any creditor of the Beneficiary, nor shall such income or principal be taken or reached by any legal or equitable process in satisfaction of any debt or liability of the Beneficiary prior to the actual receipt of such principal or income by the Beneficiary.

**ARTICLE V
TRUST DISTRIBUTIONS**

5.1 Restrictions on Distributions. Throughout the administration of the Trust, the Trustee shall make no distributions, payments, or transfers to any person or entity, including the Beneficiary, unless made pursuant to a court order, upon the Beneficiary attaining the age of majority or being otherwise emancipated, or upon the death of the Beneficiary.

5.2 Distributions Directions. Upon the Beneficiary reaching the age of majority, the Trustee shall distribute the then current Trust balance to the Beneficiary as the Beneficiary directs the Trustee in a signed and witnessed writing. The requirement to provide written distribution directions to the Trustee shall be the duty of the Beneficiary or the Beneficiary's representative, and the Trustee shall have no duty to direct any inquiry to the Beneficiary or the Beneficiary's representative as to how or when the Trustee should distribute the Trust balance to the Beneficiary. Should the Beneficiary die prior to reaching the age of majority, the Trustee shall distribute the then current Trust balance as the duly appointed personal representative or executor of the Beneficiary's estate directs to the Trustee in writing. The Trustee shall have no duty to inquire as to whether an estate has been opened for the Beneficiary, nor shall the Trustee have any duty to open an estate for the Beneficiary.

5.3 Distributions to Persons Under a Disability. In the event that Trust property is required to be distributed to the Beneficiary, or to any person, who is under a legal disability, who is suffering from chemical dependency, who is not adjudicated incapacitated but who, by reason of illness, physical disability, mental disability, or immaturity is unable, in the discretion of the Trustee, to properly administer such assets, then any such distribution shall be made according to one of the following methods at the sole discretion of the Trustee:

- a) Directly to such Beneficiary or person;

- b) To the legally appointed guardian of such Beneficiary or person;
- c) To some near relative of such Beneficiary or person, to be applied for the benefit of such Beneficiary or person; or,
- d) Directly to vendors or service providers for the benefit of such Beneficiary or person.

ARTICLE VI TERMINATION OF TRUST

Should the Trustee not receive distribution directions as described above in paragraph 5.2 upon the Beneficiary reaching the age of majority or upon the death of the Beneficiary, the Trustee may, in its sole discretion, terminate this Trust when the principal held by the Trust is such that continued administration of the Trust becomes uneconomical, or for such other reason that makes continued administration impractical. If not so terminated, the Trust shall terminate upon the final distribution of all Trust property.

ARTICLE VII TAX PROVISIONS

7.1 Authority to Minimize Taxes. The Trustee is authorized but not required to minimize taxes, both during and after the Beneficiary's lifetime, when, in its sole and unlimited discretion, the Trustee deems it appropriate or beneficial to do so. In exercising its discretion to minimize taxes, the Trustee shall first obtain professional tax advice.

7.2 Tax Elections. The Trustee may exercise all tax related elections, options, discretions, and choices which it believes will achieve the overall minimum in total combined present and reasonably anticipated (but appropriately discounted) future administrative expense and taxes of all kinds, not only upon the Trust but also upon the Beneficiary. Without limiting the generality of the foregoing authorization, which shall to that extent supersede the usual fiduciary duty of impartiality, such authorization to minimize taxes in a broader sense shall include the following particular matters:

- a) Elections regarding Subchapter S of the Internal Revenue Code (the Code), installment payment of taxes, installment reporting of capital gains, alternative methods of taxing annuities, employee benefits, etc.;
- b) Allocation of such administration expenses as are available for reduction of income taxes; and,
- c) Selection of income tax fiscal years, timing of distributions and of payment of deductible expenses, selection of assets for allocation and/or distribution (with or without election of gain or loss or pro rata allocation of cost basis), disclaimer of benefits of any kind receivable by any Trust Beneficiary hereunder, allocation of the generation skipping tax exemption, etc.

7.3 Trustee Protection. To the extent the Trustee acts in good faith, it shall not be held accountable and/or liable to any person interested in this Trust for the manner in which it exercises its discretion to minimize overall taxes and expenses, including any decision to incur or not to incur the expense of a detailed analysis of alternate choices. Even though the Trustee's exercise or non-exercise of its discretion may result in increased tax or decreased distributions to the Trust or to the Beneficiary, there shall in no event be any compensation readjustments or reimbursements by the

Trustee as a result of the manner in which it exercises its discretion.

7.4 Grantor Trust Status. It is the intent of the parties hereto that the Trust be construed as a "Grantor Trust" under Section 671 of the Code.

7.5 Apportionment of Costs. All expenses, taxes, and claims shall be paid without apportionment and without reimbursement from any party.

7.6 Taxes and Returns. The Trustees may also:

- a) make distributions directly to any taxing authority of any such amounts of income or principal of the Trust as may become necessary to satisfy any tax obligations that arise as a result of, or in connection with, the Trust; and,
- b) apply for and collect any tax refunds and interest thereon.

ARTICLE VIII POWERS OF TRUSTEE

8.1 Trustee Powers. The Trustee shall carry out the purposes of the Trust, and unless otherwise provided in this Trust, shall have the administrative and investment powers enumerated under this Article in addition to all other powers as are now or hereafter granted to Trustees by law. All references to the Trustee's discretion in the Trust shall mean the Trustee's sole and absolute discretion.

1. Except as otherwise provided to the contrary, to retain the original assets received for as long as the Trustee deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

2. To receive and hold tangible personal property; to pay storage and insurance charges for such property; to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property; and in its discretion to abandon or dispose of any such property which has little or no monetary or useful value after having consulted with the beneficiaries or their legal representatives.

3. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment adviser or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member. The Trustee may trade on credit or margin accounts (whether secured or unsecured); and may pledge assets of the Trust estate for that purpose. To pay calls, assessments, and any other sums chargeable or accruing against, or on account of, securities.

4. To buy, sell, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to improve, repair, insure, subdivide and vacate any property; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust. In the event the Trust comes to own any interest in residential real estate, the Trustee

may permit the Beneficiary to occupy or use such property without charge in such manner as, in the opinion of the Trustee, best serves the Beneficiary's interests without the necessity of turning such property into cash or gaining an income therefrom. The Trustee may also collect rent from other occupants of the property, but shall not be obligated to do so in its discretion. In exercising such powers and discretion, the Trustee shall continue to fulfill its primary duty of taking into consideration the intent and purpose of this Trust.

5. To borrow money from any source, to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

6. To expend whatever funds the Trustee deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies held by the Trust. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7. To employ and compensate attorneys, accountants, advisers, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings. The Trustee may serve in any of these capacities and be compensated separately for its services in each.

8. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (a) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (b) a beneficiary or Trustee under this Trust acting individually, or any relative of such a party; or (c) an affiliate or business associate of any beneficiary or the Trustee.

9. With the exception of application to the Beneficiary, to make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributes, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

10. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

11. To employ a custodian or agent ("the Custodian") located anywhere within the United States, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

12. To compromise, arbitrate, or otherwise adjust claims in favor of or against the

Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

13. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

14. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

15. To exercise all its powers even though the Trustee may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. All power to make such distributions will be exercised solely by the remaining Trustee, if any, or if there are no other Trustee then serving, by the person or persons named to serve as the next successor Trustee, or if there are none; by a special Trustee appointed for that purpose by a court having jurisdiction.

16. If no Personal Representative is serving for the Beneficiary's estate, and to the extent permitted by law, to perform in a fiduciary capacity any act and make any and all decisions or elections under state law or the Internal Revenue Code on behalf of the Beneficiary's and the Beneficiary's estate, including but not limited to, joining in the filing of income and gift tax returns, claiming the whole or any part of the expenses of administration as income tax deductions for the Beneficiary's estate or this Trust, and selecting taxable years and dates of distribution. The Trustee is specifically excused from making equitable adjustments among beneficiaries because of any election.

17. To possess and exercise the authority to determine the allocation of receipts and expenses between principal and income as the Trustee determines in its sole and absolute discretion.

18. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary.

19. Except as otherwise provided in this Trust, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust for the purposes described in this Trust, without accountability to any beneficiary.

20. To sever any trust on a fractional basis into two or more separate trusts, and to segregate by allocation to a separate account or trust a specific amount from, a portion of, or a specific asset included in any trust. The Trustee may consolidate two or more trusts having identical beneficial terms and conditions into a single trust. A trust created by severance or consolidation will be treated as a separate trust for all purposes from the date on which the severance or consolidation

is effective, and will be held on the same beneficial terms and conditions as those before the severance or consolidation. Income earned on a consolidated or severed amount, portion, or specific asset after the consolidation or severance is effective will pass with that amount, portion, or specific asset.

21. Unless inconsistent with other provisions of this Trust, to hold two or more trusts or other funds in one or more consolidated funds, in which the separate trusts or funds have undivided interests, except that an accounting must be rendered to each trust showing its undivided interests in those funds.

22. In making distributions or allocations under the terms of this Trust to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

23. For purposes of Fla. Stat., §617.2101, and in the event that all dispositive provisions herein should fail, the Trustee shall have a contingent interest hereunder. Consistent with its Articles of Incorporation, however, the Trustee shall distribute any realized contingent interest to one or more not-for-profit entities that serve persons with disabilities and no officer, director, or employee of the Trustee shall receive any benefit thereof.

24. To delegate periodically the authority to perform any act of administration, including but not limited to, the specific authority to delegate its investment functions to a qualified investment agent pursuant to Fla. Stat., § 518.122., or pursuant to such other legal authority as may control within such other jurisdiction as the Trust may come to be administered.

25. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held in the Trust on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

26. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

27. To seek a judicial determination for any purpose specifically authorized in this Agreement in addition to any purpose deemed appropriate and/or necessary by the Trustee in the Trustee's sole and absolute discretion. Any Court so petitioned shall not thereby acquire any jurisdiction over the Trust except to the extent necessary to rule on the specific matter brought before the Court by the petitioning party.

28. Because the Trust has been funded with a maximum \$25,000 as limited by Ky. Rev. Stat. §387.278, the Trustee may combine funds belonging to the Trust with funds belonging to one or more other trusts that have been established to receive funds in compliance with Ky. Rev. Stat. §387.278 or similar laws of other jurisdictions. Provided, however, that the Trustee shall first determine that any such combination does not impair any rights of the

Beneficiary or adversely affect the purpose of the Trust. If so combined, the Trustee shall effectuate such combination for investment and management purposes only and shall maintain a separate sub-account for the Beneficiary and produce separate reports.

29. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

30. To transfer the situs of any trust or any trust property to other jurisdictions as the Trustee deems advisable, and to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint them, at will.

8.2 Adequate Consideration. No power of the Trustee enumerated herein or conferred upon Trustee by law, currently or hereafter, shall be construed to enable the Settlor(s), the Trustee, or any other person or entity to purchase, exchange, or otherwise deal with or dispose of all or any part of the corpus or income of this Trust, or any trust that may be created hereunder, for less than adequate consideration in money or money's worth, or to enable the Settlor(s) to borrow all or any part of the corpus or income of this Trust, or any trust created hereunder, directly or indirectly, without adequate interest or security.

8.3 No Requirement to Furnish Bond. No Trustee or successor Trustee appointed hereunder shall be required to furnish any bond or other security in any jurisdiction for the faithful performance of its duties. If, notwithstanding the foregoing, a bond is required by law, then the cost of such bond shall be an administration expense of the Trust and the Trust estate charged accordingly.

8.4 Real Property. The Trust is empowered to purchase, sell, lease, and rent real property. Should the Trust come to own residential real property, the Beneficiary shall have the right to use, possess, and occupy such property such that the Beneficiary's interest shall be construed as beneficial title in equity to real property such that the real property shall be deemed to be the Beneficiary's homestead.

ARTICLE IX SUCCESSOR TRUSTEES

9.1 Trustee Resignation. The Trustee may resign and/or appoint a successor at any time upon thirty (30) days written notice delivered to the Settlor or to its successor in interest, or if none, to the Beneficiary, the representative of the Beneficiary, the legal guardian of the Beneficiary, or the personal representative of the estate of the Beneficiary. The Trustee shall deliver a report or accounting of the Trust, to be effective on the date of such resignation, to the appointed successor Trustee within thirty (30) days after such resignation. Termination of any Trustee's services hereunder, whether by resignation or by removal, shall be effective upon the review and written approval of the Trustee's final report and/ or accounting. Alternatively, the Trustee shall have the right to petition a Court of competent jurisdiction for approval of its report(s) or accounting(s), and all such fees and costs for obtaining Court approval shall be a proper expense of the Trust. Upon such review and written approval, or approval by a Court, the Trustee shall transfer the Trust to the successor Trustee. No Trustee, Custodian or their successors, at any time, serving hereunder, shall be required to give bond or other security in any jurisdiction.

All the power, right, title, and interest in the Trust estate, in addition to all the powers, duties, and discretion given hereunder, shall vest immediately vest in the successor Trustee upon its succession. A successor Trustee shall have no responsibility for the acts or omissions of any prior Trustee who shall have no duty to audit or investigate the accounts or administration of any such Trustee or Trust Service Administrator nor, unless requested in writing to do so by a person having a present or future beneficial interest under this Trust, shall a successor Trustee have any duty to take any action to obtain redress for breach of trust.

ARTICLE X GENERAL PROVISIONS

10.1 Reports to the Beneficiary. The Trustee shall report at least annually to the Beneficiary or the Beneficiary's legal representative, and such report shall be a reasonably understandable accounting that begins from the date of the last accounting, or from the date on which the Trustee became accountable in the case of a first accounting, and which otherwise meets all other statutory reporting requirements for trustees both as to substance and as to standard fiduciary form. All reports and/or accountings provided hereunder shall be conclusively deemed to be accepted by the Beneficiary or the Beneficiary's representative if the Trustee does not receive an objection within sixty (60) days of having provided the report and/or accounting. For purposes of calculating sixty (60) days hereunder, the date of having provided the report and/or accounting shall be the date such report is mailed by the Trustee to the Beneficiary or to the Beneficiary's representative. To be effective, any such objection to the Trustee's report shall be mailed to the Trustee's normal place of business by certified mail, return receipt requested.

10.2 Trustee Compensation. The Trustee shall be entitled to receive compensation for its services in amounts and at the times specified in the schedule of fees and charges established by them for the administration of trusts of a character similar to this Trust and in effect when such compensation is payable. Such compensation shall be chargeable to and paid from the Trust. Annual fees hereunder shall be paid on each anniversary of the Trust beginning with the date on which the Trust was installed.

10.3 Indemnification of Trustees. To the extent the Trustee acts in good faith, it shall not be held accountable and/or liable to any person interested in this Trust for the manner in which it exercises its discretion. The Trustee and each of its agents and employees, including the heirs, successors, assigns, and personal representatives of their agents, are hereby indemnified by the Trust and the Trust property against all claims, liabilities, fines, or penalties, and against all costs and expenses, including attorney's fees and distributions 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 Trustee or affiliated with a Trustee as set forth above, 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 each of its agents and employees, including the heirs, successors, assigns, and personal representatives of their agents, shall not be indemnified with respect to matters as to which he, she, or it shall be finally determined to have been guilty of willful misconduct in the performance of any duty by a Court of competent jurisdiction. This right of indemnification shall not be exclusive of, or prejudicial to, other rights to which the Trustee and each of its agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, may be entitled as a matter of law or otherwise. Nothing in this paragraph 10.3 shall be construed so as to relieve any corporate Trustee from the prudent exercise of its fiduciary duty according to law and/or normally accepted standards and principles relating to fiduciaries.

10.4 Governing Law and Venue. This Trust shall be governed exclusively by, and interpreted exclusively in accordance with, the laws of the United States and the State of Florida, and venue for any proceeding hereunder shall be in the County in which the Trustee maintains its principal office. Any Trustee hereunder may change the situs of the Trust to a jurisdiction other than Florida upon notice to the Beneficiary, and the Trust will thenceforth be governed by the laws of that jurisdiction. Notwithstanding the provisions hereunder regarding venue, the Trustee shall also have additional standing to petition a Court within any jurisdiction where the Beneficiary or the Beneficiary's legal representative may come to reside.

10.5 Protection Against Perpetuities. This Trust shall terminate and all distributions required by this Agreement shall be accomplished no later than twenty-one (21) years after the death of the Beneficiary.

10.6 Severability. Any provision of this Agreement that is adjudged invalid or unenforceable under the laws of any place where the terms of the Agreement are to be performed, or are sought to be enforced, shall be deemed inoperative without invalidating such provision elsewhere or any of the other provisions of this Agreement.

10.7 Gender and Number. Whenever and wherever the context so requires, the masculine shall include the feminine and the neuter, and vice versa. Whenever and wherever the context so requires, the singular shall include the plural, and vice versa.

10.8 Definition of Minor. The term "minor" shall mean a person who has not yet reached the age of majority as legally defined by the laws of the jurisdiction where the person resides.

10.9 Section Headings. Section headings are for purposes of convenience only and shall have no bearing on the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the Settlor has signed this Trust Agreement on this ____ day of _____, 20____ and the Trustee has signed this Trust Agreement on this ____ day of _____, 20____.

[THIS SECTION INTENTIONALLY LEFT BLANK]

- SIGNATURES FOLLOW ON NEXT PAGE -

TRUSTEE SIGNATURE

By: _____

Please Print Name
Address: The Directed Benefits
Foundation, Inc.
12707 49th Street, Ste. 100
Clearwater, FL 33762-4609

WITNESS SIGNATURES (2)

1. _____
Witness Signature

Please Print Name
Address: _____

2. _____
Witness Signature

Please Print Name
Address: _____

STATE OF FLORIDA))
COUNTY OF PINELLAS))

Sworn to and subscribed before me, by means of [] physical presence or [] online
notarization, by _____ as _____ for the
Trustee on this ____ day of _____, 20____, and who
[] is personally known by me, or who
[] produced _____ as identification.

Notary Public

