

DISCRETIONARY TRUST AGREEMENT dated this 9th day of July, 2008.

BETWEEN:

(the "Settlor")

OF THE FIRST
PART

AND: ****
(the "Beneficiary")

OF THE SECOND
PART

AND:
Coast Foundation Society
(the "Trustee")

OF THE
THIRD PART

WHEREAS:

- A. The Settlor wishes to establish a Trust for the Benefit of the Beneficiary, composed of \$**** and such other assets as may be assigned to the Trust in the future (the "Trust")
- B. The Trustee is willing to act as the Trustee of that Trust for the benefit of the Beneficiary;
- C. The Beneficiary is suffering from certain mental health problems and will continue to suffer from them for an unknown further time;
- D. British Columbia Provincial Disability Legislation, the Employment and Assistance for Persons with Disability Act and Regulations, provide for special consideration for certain persons disabled by mental health problems where money is held in trust for them;
- E. The Beneficiary is currently receiving benefits under the Employment and Assistance for Persons with Disability Act and Regulations and it is one of the

purposes of this Trust to protect and preserve the Beneficiary's entitlement to those benefits;

- F It is one of the purpose of this Trust to assure initial and continued availability to the Beneficiary of all governmental payments, funds, programs, services, and facilities(Public Resources)available to the Beneficiary;

THIS AGREEMENT WITNESSES that the parties agree as follows:

1. The Settlor assigns and conveys to the Trustee for the benefit of the Beneficiary, a disabled person, the sum Of *****
2. Coast Foundation Society agrees to act as the Trustee.
3. The Trustee agrees to administer the Trust and all investments and reinvestments of the Trust assets for the benefit of the Beneficiary.
4. Any person may add other property to the Trust by delivery, conveyance, bequest or by otherwise causing assets to be paid or transferred to the Trustee.
5. Coast Foundation Society (or any successor) shall be entitled to reasonable compensation in accordance with fee schedules established from time to time by Coast Foundation Society (or successor), which is to include all out of pocket expenses plus reasonable compensation for Coast's services as Trustee.
6. The Trustee agrees to exercise their powers in the best interests of the Beneficiary.

ABSOLUTE DISCRETION IN THE DISTRIBUTION OF TRUST MONEY

7. In this Trust Agreement "Discretion" means absolute and unfettered discretion to the extent permitted by law.
8. The Trustee, in its absolute and unfettered discretion, may pay to the Beneficiary or expend for the benefit of the Beneficiary all, none or such part of the net income and principal of this Trust that in

the Trustee's absolute and unfettered discretion the Trustee considers proper.

9. The Trustee shall exercise their discretion without regard to more remote interests.
10. In exercising its discretion, the Trustee shall consider the provisions of the Employment and Assistance for Persons with Disabilities Act and Regulations and any successor legislation and shall consider whether or not expenditure is an exempt expenditure under that legislation.

EXERCISE OF TRUSTEES POWERS - PUBLIC RESOURCES

11. The Trustee shall exercise its absolute and unfettered discretion to expand Trust money to supplement, exceed and extend, but not to supplant, Public Resources by providing only such health, support, education, welfare and comfort as is unavailable from Public Resources.
12. It is the overriding intent of this Agreement to give the Trustees the absolute discretion to make such payments of income and principal as will be in excess of, or in addition to, those provided by Public Resources but in no respect shall such expenditures replace or duplicate Public Resources.
13. The Trustee shall have no power to pay or apply Trust assets to pay or reimburse any governmental agency or provider of Public Resources.
14. In the event and to the extent that any governmental agency, payor, sponsor, or provider determines administratively, or a court shall determine, that provisions of this Trust are ineffective or are to be disregarded for purposes of determining the Beneficiary's eligibility for statutorily provided Public Resources this Trust may be varied by the Trustee so that it is so effective and in addition, the Trustees may vary this Trust so that it complies with the requirements of relevant British Columbia provincial legislation and regulations, including the Employment and Assistance for Persons with

Disabilities Act and Regulations and any successor legislation so that the Beneficiary's benefits from Public Resources are preserved.

GENERAL AND ADMINISTRATION

15. Payments of Trust money may be made directly to the Beneficiary or may be deposited in any bank account in the Beneficiary's name or be paid directly to a third party for the benefit of the Beneficiary.
16. Should Coast Foundation Society wish to resign, refuse or become unable to act, Coast Foundation Society with the approval and consent of the ***** appoint a successor Trustee to act in its place, and failing agreement a successor Trustee shall be appointed by the Supreme Court of British Columbia.
17. Should the Beneficiary die, the remaining assets held in Trust shall form part of the Beneficiary's estate.
18. No interest of the Beneficiary shall be subject to assignment, alienation, pledge, encumbrance, sale, gift, transfer or other disposition in anticipation of payment prior to actual distribution, either by the voluntary or involuntary act of the Beneficiary or by operation of law, nor shall any such interest be liable for or subject to any debt, contract, obligation, claim, or liability, in contract or tort, legal or equitable, of the Beneficiary by reason of bankruptcy, insolvency, or otherwise subject to the Beneficiary's debts or in any way be subject to attachment, garnishment, levy, execution, seizure under claim of creditor or other legal process.
19. Coast Foundation Society may combine the separate trust accounts administered under this and other similar Trust agreements with each other for purposes of commingled investment and administration of the combined trust accounts, and Coast Foundation Society shall allocate all Trust receipts and disbursements among the combined trust accounts proportionately.
20. The Trustee shall allocate receipts and expenses of the trust first to income and then to capital. If

the net income from the Trust is not spent in any year, the amount not spent shall be added to capital.

21. A statement showing all receipts and disbursements and the property comprising this Trust shall be given at least annually to the Beneficiary.
22. Information relating to the Trust may be given to government authorities if required to preserve or increase the Beneficiary's benefits or if required by law.
23. Unless otherwise provided in this instrument:
 - a. the legal title to all property of this Trust shall remain vested in the Trustee from time to time without any act of conveyance or transfer to, by or from any succeeding or retiring Trustee;
 - b. all of the rights, powers and authorities, granted to the original Trustee shall descend to any successor Trustee;
 - c. no Trustee shall be required to give any bond or security or to render any periodic court accounting;
 - d. all words denoting number and gender shall be construed to denote the proper number and gender applicable to the Trustee with respect to the power or duty involved;
 - e. no person dealing with the Trustee shall be obliged to inquire into the Trustee's powers or to see to the application of any money or property delivered to the Trustee; and
 - f. a successor Trustee may accept the accounts rendered and the trust property delivered by the predecessor Trustee without review or liability.
24. This Agreement shall be construed, regulated and determined by the laws of British Columbia.

SIGNED, SEALED & DELIVERED)
in the presence of:

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Name

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SIGNED, SEALED & DELIVERED)

in the presence of:

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Name

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SIGNED, SEALED & DELIVERED)
in the presence of:

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Name

_____)
Coast Foundation Society

SAMPLE