

THIS TRUST AGREEMENT dated this 17th day of April, 2008
BETWEEN:

(the "Settlor")

OF THE FIRST PART

AND:

(the "Beneficiary")

OF THE SECOND PART

AND:

***** and Coast Foundation Society
(the "Trustees")

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 Trustees are willing to act as Trustees 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 legislation provides for special consideration of some certain persons disabled by mental health problems where money is held in trust for them and the Beneficiary is a person so entitled.

THIS AGREEMENT WITNESSES that in consideration of the agreements set out below, the parties agree as follows:

1. The Settlor assigns and conveys to the Trustees for the exclusive benefit of the Beneficiary, a disabled person, the sum of \$ ***
2. Coast Foundation Society and ***** each agrees to act as one of the Trustees.
3. The Trustees and each of them agrees to help administer the Trust and all investments and reinvestment of the Trust assets and agree to help maintain the Trust for the benefit of the Beneficiary.
4. Any person may add other property to the Trust by delivery, conveyance, bequest or by causing the proceeds to be payable to the Trustees.

5. Coast Foundation Society (or any successor) shall be entitled to reasonable compensation in accordance with fee schedules from time to time agreed between Coast Foundation Society (or successor) and the Beneficiary, which is to include all out of pocket expenses plus reasonable compensation for Coast's services as trustee.
6. The Trustees agree to exercise their powers in the best interests of the Beneficiary.

MANDATORY PAYMENT

7. The Trustees shall pay to or expend for the benefit of the Beneficiary such part of the income and principal of this Trust as may be required or desirable to meet the following needs, being the cost of providing the Beneficiary with the following:
 - a) devices, or medical aids, related to the Beneficiary's health or well being;
 - b) caregiver services or other services related to the Beneficiary's disability;
 - c) education or training;
 - d) necessary maintenance for the Beneficiary's principal residence;
 - e) expenses up to \$5,484 a year that promote the Beneficiary's independence; and
 - f) any other item for which the expenditure is not considered "income" under the B.C. Employment and Assistance for Persons with Disability Act , or other applicable statute or regulation under which the Beneficiary is receiving benefits.
8. No payments may be made from the Trust until the Beneficiary has first utilized, until exhausted, all other income and resources available to the Beneficiary from all sources other than this Trust known to the Trustees including, without limitation, benefits, payments, programs, services and funds provided, administered, sponsored, or paid for by or on behalf of any governmental (federal, provincial or municipal) agency.
9. A payment may be delayed or may not be made at all if making that payment would result in the loss of government benefits.

OPTIONAL PAYMENTS

10. In addition to the payments made as described above, the Trustees shall pay to or expend for the benefit of the Beneficiary such part, all or none of the net income and principal of this Trust as the Trustees, in their absolute discretion, determines to be in the Beneficiary's best interests.
11. The power to make the Optional payments shall be exercised for the Beneficiary without regard to more remote interests.
12. The power to make Optional payments of income or principal shall be exercised by the Trustees after considering the following suggested guidelines, so that the Trust money

may be used to provide for the Beneficiary's:

a) health (including, without limitation, medical, dental, nursing, rehabilitation, psychiatric and psychological care),

b) support,

c) education (including special, vocational, or rehabilitating education),

d) welfare and comfort,

e) to attend a wedding or funeral or other similar event or for a vacation,

f) to strengthen, enrich and gladden the Beneficiary's life, including, by way of example but not of limitation, expenditures for vacation and recreation trips away from the Beneficiary's residence including persons to accompany the Beneficiary on such trips, clothing, recreation, entertainment, hobbies and "treats",

g) and generally to promote the Beneficiary's independence, but only after first utilizing, until exhausted, all income and other resources available to the Beneficiary for such purposes from all sources other than this Trust.

EXERCISE OF TRUSTEES POWERS - PUBLIC RESOURCES

13. As it is intended to assure initial and continued availability to the Beneficiary of all governmental payments, funds, programs, services, and facilities ("public resources") available to the Beneficiary, the Trustees are directed to exercise their powers to distribute the 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".
14. It is the overriding intent of this Agreement to give the Trustees the discretion and obligation 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".
15. The Trustees shall have no power to pay or apply Trust assets to pay or reimburse any governmental agency, or provider of "public resources".
16. In the event and to the extent
 - a) 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” or

b) a court or administrative tribunal shall determine notwithstanding provisions of set out above that this Trust is or may be subject to garnishment, attachment, levy, execution, or bankruptcy proceedings instituted by any creditor against the Beneficiary, then, the Trustees may appeal that administrative or judicial determination.

GENERAL AND ADMINISTRATION

17. Payments of Trust money may be made in person 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.
18. Should ***** become unable to act as a Trustee, Coast Foundation Society shall be the sole Trustee of this Trust.
19. Should Coast Foundation Society wish to resign, refuse or become unable to act, Coast Foundation Society may, with the approval and consent of the Settlor, 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.
20. Should the Beneficiary recover from the mental health problems referred to above, the assets remaining in trust shall be paid to the Beneficiary.
21. Should the Beneficiary die, the remaining assets of the Trust shall be the part of the beneficiary’s estate
22. 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.
23. The Coast Foundation Society as a Trustee 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.
24. The Trustees 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 is to be added to capital.

- 25. A statement showing all receipts and disbursements and the property comprising each Trust shall be given at least annually to the Beneficiary.
- 26. 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.
- 27. 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, discretionary or otherwise, 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 Trustees shall be obliged to inquire into the Trustees' powers or to see to the application of any money or property delivered to the Trustees; and
 - f) a successor Trustee may accept the accounts rendered and the trust property delivered by the predecessor Trustee without review or liability.
- 28. This Agreement shall be construed, regulated and determined by the laws of British Columbia.

SIGNED, SEALED & DELIVERED)
in the presence of:)
)
_____)
Name)

_____)

SIGNED, SEALED & DELIVERED)
in the presence of:)
)
_____)
Name)

_____)
For Coast Foundation Society