

THE ROBERT O. CASEY INCOME TRUST

WHEREAS, **Robert O. Casey** now has a monthly income which exceeds the current Medicaid income limits, and;

WHEREAS, the total monthly income received by Robert O. Casey is not sufficient to pay for expenses associated with long-term care services and related services;

WHEREAS, his other assets have been exhausted by his long-term care expenses, and;

WHEREAS, the principle purpose of this Trust is to receive all income payments due Settlor, including retirement benefits, social security benefits, interest, dividends, or other income, and to allow the Trustee to expend for the benefit of the Settlor each month an amount equal to \$1.00 less than the then current Medicaid limit, with any excess income to be retained as a part of the Trust until the Trust terminates.

WITNESSETH:

This Robert O. Casey Income Trust Agreement is entered into between Robert O. Casey as "Settlor", and Mamie R. McGuary as "Trustee", who agrees as follows:

(A) The Trustee shall receive into the Trust all the income due the Settlor, and the Trustee shall hold such income under the following terms and conditions:

(1) Trustee shall distribute to the Settlor, or for his benefit, any income allowed by the Division of Medicaid, but not to exceed an amount equal to the \$1.00 less than the then current Medicaid income limit.

(2) Upon the death of the Settlor or when the Trust is otherwise terminated any income amounts accumulated, but undistributed, shall be paid over to the Division of Medicaid,

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State of Mississippi, up to the amounts expended by the Division of Medicaid on behalf of the Settlor.

- (B) During the term of the Trust, the Trustee shall furnish to the Division of Medicaid, State of Mississippi, an annual accounting to show all receipts and disbursements of the trust during each calendar year, with such report being filed not later than February 15th following the close of the calendar year.
- (C) The Trustee shall maintain the trust funds on deposit in a federally insured banking institution.
- (D) No Trustee shall receive a Trustee's fee, but shall be reimbursed for out-of-pocket expenses such as bank charges, etc., for the benefit of the Settlor and shall be included in the annual accounting.
- (E) The Trustee shall give written notice to the Division of Medicaid, State of Mississippi when the Settlor dies or when the Trust is otherwise terminated.
- (F) The provisions of this Trust shall be interpreted under the laws of the State of Mississippi.

The effective date of this Trust shall be April, 2001.

IN WITNESS WHEREOF, this Robert O. Casey Income Trust Agreement has been executed by Mamie R. McGuary as Trustee, and by Robert O. Casey as Settlor on this the 5th day of June, 2001.

Mamie R. McGuary
Mamie R. McGuary, Trustee

Robert O. Casey
Robert O. Casey, Settlor

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said county and state, on the 5th day of June, 2001, within my jurisdiction, the within named Robert O. Casey, who acknowledged that he executed the above and foregoing instrument.

[Signature]
Notary Public

My Commission Expires:

(Seal)

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 29, 2005
BONDED THRU STEGALL NOTARY SERVICE



STATE OF MISSISSIPPI
COUNTY OF DeSoto

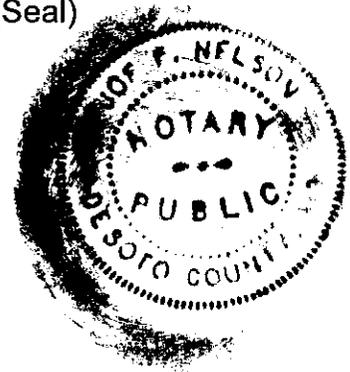
Personally appeared before me, the undersigned authority in and for said county and state, on the 5th day of June, 2001, within my jurisdiction, the within named Mamie R. McGuary, who acknowledged that she executed the above and foregoing instrument.

[Signature]
Notary Public

My Commission Expires:

(Seal)

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 29, 2005
BONDED THRU STEGALL NOTARY SERVICE



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TRUSTEE INFORMATION:

NAME: Mamie R. McGuary

SS#: 426-90-3938

TELEPHONE NO.: (662) 895-7993

ADDRESS: 4235 Pleasant Hill Road
Olive Branch, MS 38654

RELATIONSHIP TO SETTLOR: Stepdaughter