

Prepared by and return to:
Elizabeth Treadway
PO Box 613
Olive Branch, MS 38654
662-895-8170

Grantor:
Doris Sanders
10347 Amanda Dr.
Olive Branch, MS 38654
816-694-5347

Trustee:
Rebecca Hundley
10347 Amanda Dr.
Olive Branch, MS 38654
816-694-5347

Qualified Income Trust

This Trust Agreement is made by REBECCA HUNDLEY, Attorney-in-Fact for DORIS SANDERS (hereinafter referred to as "Grantor") and REBECCA HUNDLEY, the Trustee.

This is a Qualified Income Trust created pursuant to 42 U.S.C. § 1396p(d)(4)(B) and applicable Mississippi law and policies. The Trust shall be known as the "Doris Sanders Grantor Irrevocable Qualified Income Trust" ("Trust").

1. Trust Purpose. The purpose of this Trust is to assist the Grantor to qualify for Medical Assistance ("Medicaid"), to receive necessary nursing facility care or Home and Community Based Services ("HCBS"). Grantor understands that Grantor must meet the eligibility criteria under Mississippi's standards, including the standards applicable to Qualified Income Trusts. In the administration of the Trust, the Trustee shall perform all acts necessary to establish and maintain the Grantor's eligibility for Medicaid, and to comply with Mississippi's applicable standards for valid Trusts.

2. Trust Funding. Grantor hereby undertakes to convey and to transfer to the Trustee either (i) his/her entire Social Security, pension, and any other monthly income he/she may receive, or (ii) so much of his/her income as shall in any month exceed the prevailing Tennessee Medicaid Income Cap. (The Grantors actual income in the Trust is set forth on Schedule "A", annexed hereto.) Such payments made into the Trust from the Grantor's income shall constitute the Trust fund.

3. Distributions During Grantor's Lifetime.

A. During the Grantor's lifetime, the Trust fund shall be held, disposed of, and administered by the Trustee in a separate account for the Grantor so that all of the income placed in the Trust each month is disbursed by the Trustee in accordance with Federal law and Mississippi law as follows:

(1) A sum equal to the Personal Needs Allowance for the benefit of the Grantor as determined by the State of Mississippi; (2) A sum approved by the Mississippi Department of Human Services as a Minimum Monthly Maintenance Allowance to the Grantor's spouse, if any; (3) Necessary medical and remedial expenses not subject to third-party payment (Item D); (4) A sum for payment of health insurance premiums, including any applicable Medicare premiums; (5) A sum up to \$20 to pay for expenses necessary for managing the Trust (i.e., bank charges); and (6) Payments for the Grantor's contribution to the cost of care ("Patient Liability Amount").

4. Irrevocability. The Trust shall be irrevocable. The Trustee shall have the right to amend the Trust, by instructions in writing, only with respect to the identity of the Trustee or the naming of a Successor Trustee, for the purpose of conforming the provisions thereof to prevailing law, or otherwise to maintain the validity of the Trust under Mississippi Medicaid standards.

5. Termination. The Trust shall cease and terminate upon the death of the Grantor, or earlier if the Trustee determines that the existence of the Trust is no longer necessary to establish Medicaid eligibility for the Grantor, or if nursing facility care or HCBS is no longer medically necessary for or no longer being received by the Grantor. Upon the termination of the Trust, the Trust property shall be distributed as follows:

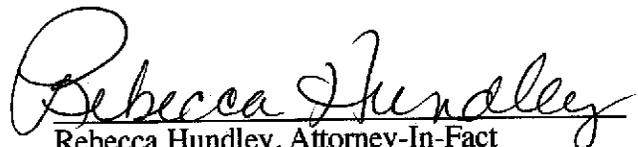
A. To the State of Mississippi, in an amount equal to the total Medical Assistance paid on behalf of the Grantor by the State Plan for Medical Assistance or other approved waiver programs.

B. Any remainder after the State of Tennessee's claim has been paid, to the Grantor or her heirs at law.

6. Trustee's Powers. The Trustee shall have all of the powers granted by the laws of the State of Mississippi, as limited by the restrictions relating to the purpose of and standards applicable to this Trust.

7. Annual Accounting. The Trustee shall be required to submit an annual accounting to the Mississippi Department of Human Services or its designee, in a form agreeable to the Department of Human Services, of all income placed in the Trust, all funds distributed, the purpose for the distribution, and the total amount of funds remaining.

8. Law to Govern; Construction. The construction of this instrument and the validity of the interest created hereby shall be governed by the laws of the State of Mississippi. The administration of the Trust shall be governed by the laws of the State of Mississippi, or by the laws of any other state in which the Trust may from time to time be administered.

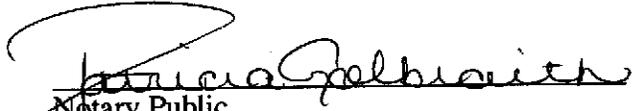

Rebecca Hundley, Attorney-In-Fact
For Grantor

Rebecca Hundley
Rebecca Hundley, Trustee

Sept 17, 2010
Date:

STATE OF MISSISSIPPI
COUNTY OF DESOTO

On the day and date above written, personally appeared before me, REBECCA HUNDLEY, Attorney-in-Fact with whom I am personally acquainted or who proved to me on satisfactory evidence, to be the person who executed the foregoing instrument as Attorney-in-Fact for DORIS SANDERS, Grantor, and who acknowledged that she executed the same as the free act and deed of Grantor.


Notary Public

My commission expires: 10.29.12



STATE OF MISSISSIPPI
COUNTY OF DESOTO

On the day and date above written before me personally appeared REBECCA HUNDLEY, Trustee, who is known by me or who proved to me on the basis of satisfactory evidence to be the person described in this instrument, and who executed the foregoing instrument and acknowledged that she executed it as her free act and deed.


Notary Public

My commission expires : 10-29-12

