

**THE OHIO COMMUNITY POOLED ANNUITY TRUST
GIFT ANNUITY ACCOUNT AGREEMENT**

(Intervivos)

THIS GIFT ANNUITY ACCOUNT AGREEMENT (this "Agreement") is made this _____ th day of _____, 2006, by and among _____ (the "Qualified Donor"), THE DISABILITY FOUNDATION, INC., an Ohio non profit corporation serving as Distribution Trustee (the "Distribution Trustee") of the Ohio Community Pooled Annuity Trust dated August 25, 1998, as amended (the "Trust"), and THE DAYTON FOUNDATION, an Ohio non profit corporation individually ("The Dayton Foundation") and as Trustee of the Trust (the "Trustee"), under the following circumstances:

- A. The Trust is established to qualify as a Pooled Medicaid Payback Trust for Individuals with Disabilities within the meaning of 42 United States Code Section 1396p(d)(4)(C) and Ohio Administrative Code Section 5101:1-39-271(C)(7)(b). The Trust provides for certain capitalized terms which are used in this Agreement with the same operative effect and meaning.

- B. The Qualified Donor desires to transfer to the Trustee certain property in exchange for a Charitable Gift Annuity to be administered in a separate Account of the Trust with the Annuity Amount and any Accumulated Annuity Amount to be used solely for the Supplemental Needs of the Individual with Disabilities identified in this Agreement, provided, however, that if such Individual with Disabilities is or becomes the recipient of Supplemental Security Income benefits, then the Distribution Trustee, in exercising the Distribution Trustee's discretion under the Trust to provide for the Supplemental Needs of such Individual with Disabilities shall not, under any circumstances, make any distributions from the Trust for the support and maintenance (food, clothing or shelter) of such Individual with Disabilities and shall not make any payments directly to the Individual with Disabilities.

- C. The Trustee is willing to accept the property transferred by the Qualified Donor as provided in this Agreement.

NOW, THEREFORE, the parties agree as follows:

- 1. Establishment of Account.** Schedule A to this Agreement identifies (i) the Individual with Disabilities for whom an Account is to be established under the Trust, (ii) the Personal Representative of the Individual with Disabilities, (iii) the

property transferred by the Qualified Donor to the Trustee to be added to the Account of the Individual with Disabilities and administered as a Charitable Gift Annuity, and (iv) the lifetime annual Annuity Amount and frequency of payment to be used solely for the Supplemental Needs of the Individual with Disabilities in accordance with the provisions of the Trust.

- 2. Acceptance of Property and Use of Annuity Amounts.** The Trustee accepts the property so transferred by the Qualified Donor and shall create an Account for the Individual with Disabilities and use the Annuity Amount and any Accumulated Annuity Amount credited to such Account as directed by the Distribution Trustee solely for the Supplemental Needs of the Individual with Disabilities in accordance with the provisions of the Trust. The Qualified Donor acknowledges receipt of the copy of the Trust which follows this Agreement as Schedule B.
- 3. Nonassignability.** Neither the Qualified Donor nor the Individual with Disabilities may assign, alienate, encumber or otherwise transfer the Annuity Amount, or any Accumulated Annuity Amount, or any interest in the Account established for the Individual with Disabilities except as provided in the Trust.
- 4. Acceptance by The Dayton Foundation.** This Agreement shall become effective only upon The Dayton Foundation's approval of this Agreement which may be withheld for any reason. Upon The Dayton Foundation's approval of this Agreement, the payment of the Annuity Amount provided under this Agreement shall be a general liability of the Trustee and The Dayton Foundation.
- 5. Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the establishment of the Account for the Individual with Disabilities.
- 6. Governing Law.** This Agreement, and the Charitable Gift Annuity created hereunder, shall be governed under the laws of the State of Ohio.
- 7. Legal Counsel/Representation.** The Qualified Donor represents that the Qualified Donor has had the opportunity to consult with his or her own legal counsel and such other financial or tax advisors prior to entering into this Agreement. The Qualified Donor further acknowledges that the Distribution Trustee, Trustee and The Dayton Foundation have each advised the Qualified Donor that any information provided by them to the Qualified Donor does not constitute the rendering of legal or tax advice, and that the Qualified Donor has been encouraged to consult his or her own legal counsel and other financial or tax advisors.

IN WITNESS WHEREOF, the parties have made this Agreement as of the date and year above written.

"Qualified Donor"

By: _____
QUALIFIED DONOR

"Distribution Trustee"

THE DISABILITY FOUNDATION, INC.,
an Ohio non profit corporation

By: _____
Kevin Hayde, Executive Director
"The Dayton Foundation and Trustee"

THE DAYTON FOUNDATION, INC., an Ohio non profit corporation

By: _____
Michael M. Parks, President

SCHEDULE A

1. Identification of Individual with Disabilities.

Name _____

Address _____

Telephone _____

Social Security Number _____

Date of Birth _____

Disability _____

2. Individual with Disabilities' Personal Representative (in order of succession)

Name _____

Address _____

Telephone _____

3. Individual with Disabilities Legal Counsel.

Name _____

Address _____

Telephone _____

4. Qualified Donor's Advisor.

Name _____

Address _____

Telephone _____

5. Property transferred by Qualified Donor.

_____ and _____ /100 _____

6. Lifetime Annual Annuity Amount and Frequency of Payments.

Annual Annuity Amount \$ _____

Monthly Payment Amount \$ _____

First Monthly Payment Date _____

7. Is the individual with Disabilities receiving federal Supplemental Security Income benefits? yes no

LIST OF PERSONAL REPRESENTATIVES

(Schedule A, Item 2)

1. Name _____
Address _____

Telephone _____

2. Name _____
Address _____

Telephone _____

3. Name _____
Address _____

Telephone _____

4. Name _____
Address _____

Telephone _____