PARTICIPATION AGREEMENT
For
THE PATRIOT POOLED TRUST

On this _____ day of _____, 20__, the Participant, _____, hereby enrolls in and adopts The Patriot Pooled Trust Agreement of the Veterans' Legal Aid Society, which is incorporated herein by reference.

The Participant hereby irrevocably assigns and transfers to the Co-Trustees of The Patriot Pooled Trust, the property set forth in Schedule A attached hereto for deposit into a Subaccount for the benefit of the Participant. The Participant acknowledges that this is a legally binding document and that they have been advised to seek independent counsel prior to signing this Participation Agreement.

ARTICLE 1:
INFORMATION

1.1 PARTICIPANT'S CONTACT INFORMATION.

The Participant's information is as follows:

Name: _____

Address: _____

Social Security No.: _____ Date of Birth:_____

Work Phone No.: _____ Home Phone No.:_____

Cell Phone No.: _____

Email: _____

City/State of Birth: _____

Citizenship:_____ Alien Registration No._____

Mother's name: _____ Social Security No.: _____

Father's name: _____ Social Security No.: _____

1.2 PARTICIPANT'S LEGAL REPRESENTATIVE.

If the Participant has a legal representative, including but not limited to legal guardian, agent acting under a durable power of attorney, trustee or representative payee, that person shall serve as the Representative for the Participant. The Representative agrees to provide such documentation as the Co-Trustees of the Patriot Pooled Trust deem sufficient to verify information and requests for distributions. The Participant agrees to hold the Co-Trustees harmless for relying on the representations of the Representative.

The Participant's Representative's information is as follows:

Name: _____

Address: _____

Social Security No.: _____ Date of Birth: _____

Work Phone No.: _____ Home Phone No.: _____

Cell Phone No.: _____ Email: _____

Relationship to Participant: _____

1.3 SUCCESSOR LEGAL REPRESENTATIVE.

If the Representative listed in Paragraph 1.2 is unable to serve or ceases to serve, the following individuals will act as Successor Representative, in the order listed below:

First Successor Representative's information is as follows:

Name: _____

Address: _____

Social Security No.: _____ Date of Birth: _____

Work Phone No.: _____ Home Phone No.: _____

Cell Phone No.: _____ Email: _____

Relationship to Participant: _____

Second Successor Representative's information is as follows:

Name: _____

Address: _____

Social Security No.: _____ Date of Birth:_____

Work Phone No.: _____ Home Phone No.:_____

Cell Phone No.: _____

Email: _____

Relationship to Participant:_____

If you wish to name more than two successor representatives, please attach a list of the additional successor representatives in the order you wish for them to serve to this Participation Agreement.

If there are no named Representatives willing and able to serve and the Participant is disabled, the Co-Trustees have the authority to petition a court of competent jurisdiction for the appointment of a Guardian on behalf of the Participant.

ARTICLE 2:
FUNDING

2.1 SOURCE OF FUNDS.

Pursuant to federal law, the trust will only accept assets held in sole tenancy. The Participant acknowledges that the Co-Trustees may decline to accept property which is requested to be funded to the Participant's Subaccount.

ARTICLE 3:
DISTRIBUTION UPON DEATH

Pursuant to Paragraph 12.2 of The Patriot Pooled Trust Agreement of the Veterans' Legal Aid Society dated March 16, 2010, as Restated, after the death of the Participant, the Trustee shall issue payment of any reasonable expenses for the trust administration and reimbursement/payment for any taxes due from the Trust to the State(s) and/or Federal government due to the death of the Participant.

3.1 ASSETS ARE INSUFFICIENT TO SATISFY THE STATE(S) REIMBURSEMENT CLAIM.

If the Participant's remaining Subaccount assets are INSUFFICIENT to satisfy the State(s) Reimbursement Claim, then the Participant understands that, after reasonable administrative expenses and taxes are paid, all remaining assets in the Participant's Subaccount the assets must be utilized to reimburse the State(s) Reimbursement Claim.

3.2 ASSETS ARE SUFFICIENT TO SATISFY THE STATE'S REIMBURSEMENT CLAIM.

If the Participant's remaining Subaccount assets are SUFFICIENT to satisfy the State(s) Reimbursement Claim, then the Participant may elect from the following two distribution options *(please initial on the line next to the selected option)*:

(_____) The Participant elects to have the assets retained by The Patriot Pooled Trust as the Trust's Remainder Share after satisfaction of the State(s) Reimbursement Claim.

(_____) The Participant elects to satisfy the State(s) Reimbursement Claim and have the remaining amount paid to the Remainder Beneficiaries.

3.3 REMAINDER BENEFICIARIES.

If there are funds remaining in the Subaccount after after satisfaction of the State(s) Reimbursement claim, the following individuals or entities will receive the remaining funds: (*Note: if you wish to name more than four (4) Remainder beneficiaries, please attach an additional list to the Participation Agreement. Any distributions to a deceased Remainder beneficiary will pass per stirpes unless directed otherwise herein by the Participant.*)

Name: _____

Address: _____

Social Security No.: _____ Date of Birth:_____

Work Phone No.: _____ Home Phone No.:_____

Cell Phone No.: _____

Email: _____

Relationship to Participant:_____

Percentage of Distribution _____% **OR** Fixed Sum for Distribution_____
_____

Priority of Distribution _____(if not included distributions will be *pro rata*)

……

Name: _____

Address: _____

Social Security No.: _____ Date of Birth:_____

Work Phone No.: _____ Home Phone No.:_____

Cell Phone No.: _____

Email: _____

Relationship to Participant:_____

Percentage of Distribution _____% **OR** Fixed Sum for Distribution_____
_____

Priority of Distribution _____(if not included distributions will be *pro rata*)

……

Name: _____

Address: _____

Social Security No.: _____ Date of Birth:_____

Work Phone No.: _____ Home Phone No.:_____

Cell Phone No.: _____

Email: _____

Relationship to Participant:_____

Percentage of Distribution _____% **OR** Fixed Sum for Distribution_____
_____

Priority of Distribution _____(if not included distributions will be *pro rata*)

……

Name: _____

Address: _____

Social Security No.: _____ Date of Birth:_____

Work Phone No.: _____ Home Phone No.:_____

Cell Phone No.: _____

Email: _____

Relationship to Participant:_____

Percentage of Distribution _____% **OR** Fixed Sum for Distribution_____
_____

Priority of Distribution _____(if not included distributions will be *pro rata*)

……

3.4 COSTS IN LOCATING BENEFICIARIES.

The Participant acknowledges that the Co-Trustees may incur additional reasonable costs and expenses in locating the Remainder beneficiaries and said costs and expenses shall be recoverable from the remaining funds in the Subaccount.

3.5 FAILURE TO NAME BENEFICIARY.

If Participant chooses not to name a remainder beneficiary or the remainder beneficiary is unable to be located and identified, despite reasonable efforts by the Co-Trustees to do the same, the Veterans' Legal Aid Society shall be entitled to the remaining assets in the Participant's Subaccount, as a charitable donation.

3.6 LAPSE.

If a distribution to a Remainder beneficiary lapses, the lapsed funds shall be retained by The Patriot Pooled Trust as part of the Trust's Remainder Share.

3.7 RESERVATION OF RIGHT TO AMEND BENEFICIARY DESIGNATIONS.

The Participant may choose to reserve the right to amend the Remainder beneficiaries of the Subaccount. The Participant must elect one of the following *(please initial on the line next to the selected option)*:

(_____) The Participant RESERVES the authority to amend the designation of Remainder Beneficiaries.

(_____) The Participant does NOT RESERVE the authority to amend the designation of Remainder Beneficiaries.

3.8 FUNERAL EXPENSES.

The Participant acknowledges that upon the death of the Participant the trust cannot pay for funeral expenses for the Participant. As such, the Participant understands that it is the responsibility of the Participant to fund a prepaid burial arrangement at the time of the creation of the Subaccount.

ARTICLE 4:
FEES

The Participant acknowledges that the below fee schedule is applicable to enrollment in The Patriot Pooled Trust.

Initial Setup Fee (one time fee)	$950.00
Annual Base Fee	$950.00
Management of Trust Minimum Monthly Fee: $60.00	1.50% Market Value per Year
Checks 1-25	$0.00
Checks 26-50	$240.00
Checks Over 50	$600.00

The above fees are nonrefundable and may be amended from time to time. Extraordinary services may be separately billed upon order of court or consent by the Representative if not subject to court jurisdiction.

4. 2 SHAREHOLDER SERVI CE FEES

The Corporate Co-Trustee may from time to time enter into agreements with various mutual funds, their providers or shareholder services companies (the "Funds"), whereby the Corporate Co-Trustee receives compensation from the Funds, either directly in the form of shareholder services fees or indirectly in the form of goods and services, in exchange for the Corporate Co-Trustee providing distribution and administrative support services to the Funds. Shareholder service fees received by the Corporate Co-Trustee will not be credited to the Principal's account and will not reduce the Corporate Co-Trustee's fee for its services under this Agreement.

ARTICLE 5:
DISBURSEMENTS

5.1 DISCRETIONARY DISBURSEMENTS.

The Participant acknowledges that all disbursements from a Subaccount are discretionary, as determined by the Trustee or if subject to a guardianship pursuant to court order or a court approved budget.

Prior to making distributions, The Veterans' Legal Aid Society, as Trustee, shall consider the following factors:

(a) Any other available monies of the Participant;
(b) Any benefits received by the Participant from any federal, state, local government, agency and/or department;

(c) The effect the distribution may have on the Participant's eligibility and/or receipt of public or private benefits;
(d) The size of the corpus of the trust;
(e) The life expectancy of the Participant;
(f) The amount of money requested;
(g) The purpose for the request; and
(h) The current and future needs for the Participant.

5.2 IDENTIFICATION FOR BENEFITS.

The Participant acknowledges that it is the Participant and/or Participant's Representative who is responsible for identifying and applying for benefits and assistance for Participant.

ARTICLE 6:
GUARDIANSHIP

Where the Participant has been adjudicated disabled by a court of competent jurisdiction, the Court may retain jurisdiction over the Trust and its administration. One of the Co-Trustees shall accept service and made party to said proceeding or may execute an applicable waiver of notice.

ARTICLE 7:
MISCELLANEOUS PROVISIONS

7.1 TAXES.

The Co-Trustees make no representations as to whether contributions to the Trust are deductible as charitable gifts or otherwise; as to the gift or tax consequences of funding the Trust; and to whether Trust Subaccount income may be taxable to the Participant.

If Trust Subaccount income is taxable to the Trust, such taxes shall be payable from the applicable Subaccounts.

The Participant has been advised to obtain independent legal and tax advice, prior to executing this Participation Agreement.

The Participant will provide the Co-Trustees with copies of the last two years of State and Federal tax returns, if filed.

7.2 AMENDMENT.

This Participation Agreement may be amended as Grantor and Co-Trustees jointly agree; however, no amendment shall be inconsistent with The Patriot Pooled Trust and then applicable law.

7.3 GOVERNING LAW.

The Patriot Pooled Trust is a Pooled Trust governed by the laws of Illinois, in conformity with 42 U.S.C. §1396p, amended August 10, 1993 by the Omnibus Budget Reconciliation Act of 1993 (OBRA). If there is a conflict between the terms of The Patriot Pooled Trust and the governing laws, the law and regulations shall control.

7.4 DISCLOSURE.

The Participant acknowledges that The Patriot Pooled Trust may be a Remainder Beneficiary of a portion of the Subaccount established upon the death of the Participant pursuant to above provisions.

7.5 CHARITABLE CONTRIBUTION.

Pursuant to 42 U.S.C. §1396p, amended August 10, 1993 by the Omnibus Budget Reconciliation Act of 1993, The Patriot Pooled Trust must be maintained by a not-for-profit corporation. The Veterans' Legal Aid Society has established and agreed to maintain The Patriot Pooled Trust. To assist the Veterans' Legal Aid Society in maintaining its 501(c)(3) status as a not-for-profit under the Internal Revenue Code, the Participant may elect to donate the sum of $50.00 to The Veterans' Legal Aid Society by initialing the line next to the provision below:

(_____) The Participant wishes to donate the sum of $50.00 to The Veterans' Legal Aid Society.

ARTICLE 8:
FINAL ACKNOWLEDGMENTS

WHEREAS, the Participant acknowledges that they have been advised to have independent counsel review the Trust and Participation Agreement prior to execution, and if the Participant does not invoke such a right, that her or she voluntarily waives and relinquishes said right.

WHEREAS, the Participant acknowledges that upon execution of the Participation Agreement, acceptance by the Co-Trustees and the funding of the Subaccount, the trust is irrevocable.

WHEREAS, the Participant acknowledges that the laws are ever changing and rules, regulations, and laws regarding governmental benefits are subject to change in the future.

WHEREAS, the Participant represents that they have not been provided nor or they relying on any representation or legal advice by The Veterans' Legal Aid Society with respect to executing this Participation Agreement.

WHEREAS, the Participant has been provided with a true and correct copy of The Patriot Pooled Trust and this Participation Agreement prior to the signing of this Agreement.

WHEREAS, the Participant acknowledges that they understand the legal, economic, and tax consequences of The Patriot Pooled Trust and this Participation Agreement.

IN WITNESS WHEREOF, the undersigned Participant has reviewed and signed this Participation Agreement, as his or her own fee act and deed, and understands it and agrees to be bound by its terms, and the Co-Trustees have accepted this Participation Agreement, the parties hereby execute this Participation Agreement to be effective immediately.

_____
Participant / Participant's Agent's Signature

THE STATE OF ILLINOIS)
)ss
COUNTY OF _____)

This instrument was acknowledged before me by _____
as Participant this _____ day of _____, 20___.

[SEAL]

_____
Notary Public

ACCEPTED:

The Veterans Legal Aid Society,
Co-Trustee

By: _____

Name: _____

Title: _____

THE STATE OF ILLINOIS)
)ss
COUNTY OF _____)

This instrument was acknowledged before me by _____
as Participant this _____ day of _____, 20___.

[SEAL]

_____
Notary Public

ACCEPTED:

Marquette Bank, Trustee

By: _____

Name: _____

Title: _____

THE STATE OF ILLINOIS)
)ss
COUNTY OF _____)

This instrument was acknowledged before me by _____
as Participant this _____ day of _____, 20___.

[SEAL]

_____
Notary Public

CONTACT INFORMATION:

FRANK HAUENSCHILD
COUNSEL FOR VETERANS LEGAL AID SOCIETY, CO-TRUSTEE
1938 E LINCOLN HIGHWAY
NEW LENOX, IL 60451
(815) 462-0097

JOHN POWER
MARQUETTE BANK, CO-TRUSTEE
9533 W. 143RD ST
ORLAND PARK, IL 60462
(708) 460-4854

SCHEDULE A

ASSETS FUNDED TO SUBACCOUNT

The Participant, _____, has initially funded their Subaccount with the Patriot Pooled Trust by the following sources:

SCHEDULE B

PHYSICIAN CERTIFICATION OF DISABILITY
(For Beneficiaries Age 65 and Older)

Participant: _____ Date of Birth: _____

Diagnosis: _____

_____

Prognosis: _____

_____

I HEREBY CERTIFY THAT _____ IS DISABLED AND, SPECIFICALLY, IS "UNABLE TO ENGAGE IN ANY SUBSTANTIAL GAINFUL ACTIVITY BY REASON OF ANY MEDICALLY DETERMINABLE PHYSICAL OR MENTAL IMPAIRMENT WHICH CAN BE EXPECTED TO RESULT IN DEATH OR LAST FOR A CONTINUOUS PERIOD OF NOT LESS THAN TWELVE MONTHS." 42 U.S.C. § 1382 (a)(3)(A).

_____
Physician Name (Print)

_____
Physician Signature

_____
Physician License Number

_____
Date