

THE NATIONAL COMMUNITY TRUST

AMENDED AND RESTATED DECLARATION OF MASTER TRUST

WHEREAS, THE CENTER FOR SPECIAL NEEDS TRUST ADMINISTRATION, INC., a Non-Profit Corporation organized under the laws of the State of Florida, established The Florida Third Party Pooled Trust under a Declaration of Master Trust dated February 26, 2002; and

WHEREAS, paragraph 1.5 of the Declaration of Master Trust dated February 26, 2002 granted authority to the Trustee to amend The Florida Third Party Pooled Trust to effectuate its purposes and intent and/or to provide for more efficient trust administration; and

WHEREAS, the Trustee has made the determination to exercise its authority by amending The Florida Third Party Pooled Trust pursuant to paragraph 1.5 with such amendment to include a name change; and

NOW THEREFORE, the Center for Special Needs Trust Administration, Inc. hereby amends The Florida Third Party Pooled Trust and restates such amended Declaration of Master Trust in its entirety below as The National Community Trust, to be effective immediately upon its execution, nunc pro tunc, on this 6th day of May, 2014.

ARTICLE 1 ESTABLISHMENT OF TRUST

1.1 Trust is Established. The Trustee hereby establishes a master third party trust account for the benefit of Beneficiaries who shall have individual third party trust sub-accounts established for their benefit by individual Grantors who are not legally responsible relatives of the Beneficiaries and who shall fund the sub-accounts with assets in which the Beneficiaries have no legal interest or ownership whatsoever.

1.2 Name of Trust. The name of the Trust established under this Declaration of Master Trust ("Declaration") is The National Community Trust, but it may also be referred to in correspondence, informational material, Joinder Agreements, and/or financial statements in any such abbreviated and/or modified form as to identify it easily and conspicuously (the "Trust"). In addition, because the Trustee intends that the Trust will continue to be used nationally, the Trust may also be properly referred to under alternate names simultaneously as the Trustee may deem appropriate from time to time. More specifically, and as to any of the individual States in which the Trust may come to operate for the benefit of Beneficiaries, the Trust may be called: a) The National Community Trust; b) The "Local Community Trust," as such term is defined below in Article 2; or, c) both of the preceding names to be used interchangeably or in any combination as the Trustee determines in its sole discretion.

1.3 Initial Funding of Trust. Concurrently with the execution of this Declaration, the Trustee assigns, conveys, transfers, and delivers a lump sum payment of One Hundred Dollars and No Cents (\$100.00) to the Trustee. The Trust estate shall consist of this initial contribution and any additional contributions in cash or property made to the Trust estate at any time by any Grantor in accordance with the provisions below in Article 4, Grantor Contributions.

1.4 Irrevocability. This Declaration and the Trust created hereunder shall be irrevocable.

1.5 Amendments and Reformatioins. Notwithstanding the irrevocability of this Declaration and the Trust created hereunder, as set forth in paragraph 1.4 above, this Declaration, the Trust, and/or any Joinder Agreements may be amended and/or reformed by the Trustee from time to time within its discretion to effectuate any administrative efficiencies and/or to effectuate its purpose including, but not limited to, ensuring that it conforms with any changes and/or interpretations of statutes, rules, or regulations that are approved by any governing body or agency relating to the relevant provisions of 42 U.S.C. §1396p regarding trusts that have been established with assets belonging to someone other than an individual receiving or attempting to receive public assistance. For example, for Beneficiaries receiving Medicaid in the State of Florida, these relevant provisions of 42 U.S.C. §1396p are interpreted in Chapter 1640.0576.03 *Trusts Set Up By Others (MSSI, SFP)* of the Economic Self-Sufficiency Manual, which is used by the Florida Department of Children and Families to determine Medicaid eligibility and the availability of trust assets. Likewise, for Beneficiaries receiving Supplemental Security Income in all States, these relevant provisions of 42 U.S.C. §1396p are interpreted in the Social Security Administration's Program Operations Manual System at *SI 01120.200 Trusts – General, Including Trusts Established Prior to 1/1/00, Trusts Established with the Assets of Third Parties and Trusts Not Subject to Section 1613(e) of the Social Security Act*. As it applies to any Trust sub-accounts and/or Joinder Agreement(s), the situs and governing law may also be freely changed within the discretion of the Trustee.

ARTICLE 2 DEFINITIONS

2.1 “Beneficiary” means a person who a Grantor shall specify as the beneficiary and/or recipient of services and/or benefits under any one of the individual and particular Trust sub-accounts created under and within this Trust by such Grantor. Because Grantors may elect to name more than one beneficiary in a Joinder Agreement, the singular term Beneficiary with an initial capitalized letter shall also include the plural as the context may require.

2.2 “Code” means the Internal Revenue Code of 1986, as amended.

2.3 “Co-Trustee” means a person, entity, or both, that might be selected by the Trustee within its sole discretion to assist with the management, administration, allocation, and disbursement of Trust assets and property, if any are so selected.

2.4 “Deferrable Retirement Benefit” means any Retirement Benefit that is: 1) subject to the Required Minimum Distribution Rules; and that, 2) provides the option for a Designated Beneficiary of such Benefit to take distribution of such Benefit in annual installments over the life expectancy of the Designated Beneficiary or the life expectancy of the oldest Designated Beneficiary. The option to take such annual installments may be either under the terms of the plan or arrangement that governs such Benefit or by causing the Benefit to be transferred to an inherited IRA. Deferrable Retirement Benefits means all such interests, collectively. Benefits payable under a plan that does not permit the option of withdrawing the benefits over the life expectancy of the oldest trust beneficiary or wipe-out beneficiary, such as a retirement plan that offers lump-sum distribution as the only option, are not Deferrable Retirement Benefits.

2.5 “Designated Beneficiary” means an individual who is designated as the beneficiary

under an employee's Retirement Benefit such that the individual is entitled to a portion of the employee's Retirement Benefit, contingent on the employee's death or another specified event, as defined by Section 401(a)(9)(E) of the Code and Sec. 1.401(a)(9)-4 Q&A #1 of the regulations.

2.6 "Grantor" means a parent, grandparent, family member of a Beneficiary, or any person or entity; other than a Beneficiary, legal guardian of a Beneficiary, Beneficiary's spouse, or legal guardian of a Beneficiary's spouse, who executes a Joinder Agreement and/or contributes money or property to the Trust in which the Beneficiary has no legal interests or ownership, whether by gift, will, contract, or agreement. Under no circumstances shall a Beneficiary or Beneficiary's spouse be considered a Grantor, and no assets in the Trust may be contributed by a Beneficiary, a Beneficiary's spouse, or anyone owes a legal duty of support to a Beneficiary, and/or anyone whose funding of a Trust sub-account would constitute the discharge of a legal obligation of support, whether at the time of executing a Joinder Agreement or at any time thereafter.

2.7 "Joinder Agreement" means the individual written and signed agreement between the Trustee and a Grantor by which the Grantor establishes a single Trust sub-account for the use and benefit of one or more Beneficiaries subject to the Trustee's sole discretion.

2.8 "Legal Representative" means a Beneficiary's attorney, legal guardian, conservator, agent acting under an appropriate power of attorney, trustee, representative payee, friend, family member or any other person with whom the Trustee elects to work with on behalf of a Beneficiary within its discretion.

2.9 "Local Community Trust" means that particular name selected by the Trustee to best reflect or identify the particular State, locale, community, or group in which, or for which, the Trust is being operated for the benefit of Beneficiaries wherein the proper name of that particular State, locale, community, or group is added and/or substituted for "National" in the name "The National Community Trust," or some other variation deemed suitable by the Trustee within its sole discretion such that the Trust may be identified locally within the State, locale, community, or group.

2.10 "Non-support payments" means payments made by the Trustee for supplemental needs or supplemental care.

2.11 "Public assistance" means all services, benefits, medical care, financial assistance, and any other assistance of any kind that may be provided by any county, state, or federal agency to, or on behalf of, a Beneficiary. Such assistance shall be broadly construed and includes, but is not limited to, the Supplemental Security Income program (SSI), Section 8 Housing, the Old Age Survivor and Disability Insurance Program (OASDI), the Supplemental Security Disability Income program (SSDI), Medicare, Medicaid, and any additional, similar, or successor public programs.

2.12 "Required Minimum Distribution Rules" means the rules of Section 401(a)(9) of the Code, including all related regulations thereunder.

2.13 "Required Minimum Distribution" means, with respect to any Retirement Benefit for any given year: 1) the value of the Retirement Benefit determined as of the preceding year-end, divided by; 2) the Applicable Distribution Period; or such greater or lesser amount as the Trustee shall be required to withdraw under the laws then applicable to the Trust sub-account to avoid

Grantor's death shall mean: 1) the amount that was required to be distributed to the Grantor with respect to such Benefit during such year under the Required Minimum Distribution Rules; minus, 2) amounts actually distributed to the Grantor with respect to such Benefit during such year. The terms "life expectancy," "Designated Beneficiary," and "Applicable Distribution Period" shall have the same meaning as under the Required Minimum Distribution Rules under the Code.

2.14 "Retirement Benefit" means a Trust sub-account's interest in one or more of the following types of assets if payable to a Trust sub-account as beneficiary or owned by a Trust sub-account: a qualified or non-qualified annuity; a benefit under a qualified or non-qualified plan of deferred compensation; any account in or benefit payable under any pension, profit-sharing, stock bonus, or other qualified retirement plan; any individual retirement account or trust; and any and all benefits under any plan or arrangement that is established under Sections 408; 408A; 457; 403; 401, or similar provisions of the Code. Retirement Benefits means all such interests collectively.

2.15 "Supplemental care" and "supplemental needs" may be used conjunctively, interchangeably, or separately as the context requires, and the terms shall always mean care that is not provided, or needs that are not met, by any private or public assistance that may be available to a Beneficiary.

2.16 "Trustee" means The Center For Special Needs Trust Administration, Inc., together with any successor Trustee.

2.17 "Trust sub-account" means that portion of the entire Trust estate that is established through a single Joinder Agreement by a Grantor and managed for the use and benefit of one or more Beneficiaries as indicated by the Grantor and subject to the Trustee's sole discretion.

ARTICLE 3 SPENDTHRIFT PROVISIONS

3.1 Beneficiaries Have No Claim on Trust Assets. This Trust shall not be reduced in value by creditors of any of the Beneficiaries. The private and public assistance benefits of the Beneficiaries should not be terminated or made unavailable to them because of this Trust or the assets held in any Trust sub-account for their benefit. This Trust is not a support trust, and assets held in this Trust and the sub-accounts of this Trust are not intended for the primary support of the Beneficiaries and shall only be used for their supplemental care and/or supplemental needs. The Grantors and Trustee do not owe any obligation of support to any of the Beneficiaries, and none of the Beneficiaries have any right of entitlement to the Trust corpus or income, except as the Trustee elects to disburse the same in its sole, complete, absolute, and unfettered discretion. The Trustee may exercise its full discretion, and the judgement of any other person or entity shall not be substituted for the judgement of the Trustee.

3.2 Trust Assets Not Subject to Creditors of the Beneficiaries. No part of this Trust, or any Trust sub-account, neither principal nor income, shall be subject to either voluntary or involuntary anticipation or assignment by any of the Beneficiaries, nor shall it be subject to attachment or control by any public or private creditor of any of the Beneficiaries. No part of this Trust, or any Trust sub-account, neither principal nor income, may be taken by any legal or equitable process or by any voluntary or involuntary creditor, including those who have provided support and maintenance for a Beneficiary. Under no circumstances may any Beneficiary compel a distribution

from a Trust sub-account or from any other part of the Trust estate.

ARTICLE 4 GRANTOR CONTRIBUTIONS

4.1 Grantors' Purpose and Intent to Establish a Supplemental Fund. In making contributions to the Trust, it shall be the purpose and intent of all Grantors to supplement and not to supplant, impair, diminish, or displace any public assistance or benefits to which a Beneficiary may otherwise be eligible or be receiving. Without abrogating the Trustee's full and complete discretion herein, it shall be the specific purpose and intent of all Grantors to establish a supplemental fund and to limit the Trustee's disbursements to, or on behalf of, a Beneficiary to that respective Beneficiary's supplemental care and supplemental needs only.

4.2 Irrevocability of Joinder Agreements. Subject to acceptance and approval by the Trustee, the Trust shall be effective as to any particular Beneficiary upon contribution of property and/or money ("Property") to the Trust and execution of a Joinder Agreement by a Grantor. Upon approval by the Trustee, and delivery of Property that is acceptable to the Trustee, the following provisions apply:

- a) the Trust and Trust sub-account shall be irrevocable as to such Grantor and Beneficiary; and,
- b) the contributed Property shall not be refundable to the Grantor of such Property.

4.3 Effect of Grantor's Contribution. Specifically subject and subordinate to Article 3 above, and to the Trustee's sole and absolute discretion in making distributions, the effect of a Grantor's contribution to the Trust as it applies to any one particular Beneficiary is such that total distributions made on behalf of a Beneficiary shall not exceed an amount equal to the total of all contributions made to such Beneficiary's Trust sub-account, plus any undistributed income, accumulations, and/or accruals.

4.4 Future Transfer of Property. Property, or interests in property, may be designated for future transfer by a Grantor as a contribution to the Trust. Examples of contributions designated for future transfer include, but are not limited to, life insurance policies in which the Trust is designated as a beneficiary, or the Trust being named as a beneficiary of any future interest in property, such as that which might pass by way of a Grantor's Last Will and Testament.

4.5 Effect of Designation of Future Transfers of Property. In cases of future designations of property as provided by paragraph 4.4 above, the Trustee may accept signed Joinder Agreements for the purpose of creating an identifiable sub-account for future designations. However, no designations of future property shall be considered to be complete or effective, nor shall the Trustee credit any such property to a particular Beneficiary's Trust sub-account, until such property has been actually transferred and/or delivered to the Trust and accepted by the Trustee. Likewise, the Trustee shall have no duties to discharge as to any particular Beneficiary until such time as the Beneficiary's sub-account is funded.

4.6 Trust May be a Designated Beneficiary of Retirement Accounts. Any Grantor may name a Trust sub-account as the Designated Beneficiary of his or her retirement account. Consistent

with the requirements for naming a trust as a Designated Beneficiary as set out in Treas. Reg. Sec. 1.401(a)(9)-4, the Trust is valid under state law, it is irrevocable by its terms, and the Beneficiaries of the Trust are always identifiable because the Trustee always requires Grantors to provide identifiable Beneficiaries in the Joinder Agreements they sign to establish Trust sub-accounts. In addition, any individual Grantor who names a Trust sub-account as the Designated Beneficiary of his or her retirement account shall be responsible for notifying his or her plan custodian and for notifying the Trustee of the designation and of any changes. The Grantor shall provide such other information as the custodian may require, and shall also provide the Trustee with sufficient information to allow the Trustee to identify the plan and contact the custodian or administrator. Upon receiving notice of the death of a Grantor, the Trustee shall contact the custodian or administrator and provide a copy of the Trust and Joinder Agreement along with such other information the custodian or administrator may request and that is in the Trustee's possession.

4.7 Prohibited Payment of Benefits. Notwithstanding any other provision of the Trust or any individual Joinder Agreement, the Trustee may not distribute any Deferrable Retirement Benefit that becomes payable to a Trust sub-account to, or for, the benefit of the Grantor's estate; any charity; or, any other non-individual beneficiary. As to any Grantor who names a Trust sub-account as a Designated Beneficiary, it shall be such Grantor's intent that all such Deferrable Retirement Benefits be distributed to or held for only individual beneficiaries, within the meaning of the Required Minimum Distribution Rules. Accordingly, all such Grantors direct that such benefits may not be used or applied for payment of the Grantor's debts, taxes, expenses of administration, or other claims against the Grantor's estate, including but not limited to, the payment of estate, inheritance, or similar transfer taxes due on account of the Grantor's death.

ARTICLE 5 DISTRIBUTIONS DURING THE BENEFICIARY'S LIFETIME

5.1 Trust to be Used for the Beneficiary. Subject to the Trustee's sole and absolute discretion, distributions from any of the individual Trust sub-accounts shall be made in accord with the provisions of this Article 5 during the lifetime of a Beneficiary. In making distributions under any individual Trust sub-account, the Trustee shall consider the interests of residual beneficiaries, if any, as secondary and shall give the rights of each individual Beneficiary preference over the rights of any residual beneficiary who might take upon the individual Beneficiary's death. The rights of any such residual beneficiaries shall be secondary to the individual Beneficiaries, and the Trustee shall not consider such secondary rights in administering the Trust for the benefit of any Beneficiary, even to the extent of depleting all of the assets held in a Trust sub-account for the use and benefit of an individual Beneficiary during such individual Beneficiary's lifetime.

5.2 Distributions Within Discretion of Trustee. The Trustee shall pay or apply for the supplemental care or supplemental needs of each Beneficiary, such amounts from the principal or income, or both, of the Trust sub-account maintained for such Beneficiary, up to the whole thereof, as the Trustee, in its sole and absolute discretion, may from time to time deem necessary or advisable. The Trustee shall possess and exercise the authority to allocate all distributions between principal and income as it determines in its sole and absolute discretion. Any income not distributed from a Trust sub-account shall be added to the principal of that Trust sub-account. This authority hereunder to allocate between principal and income is granted to the Trustee only to the extent necessary for tax and accounting purposes, and such authority shall not be used or construed to defeat or otherwise frustrate chronic care budgeting as it may apply to any individual Beneficiary.

5.3 Distributions Not to Replace Assistance. Distributions from this Trust should not be made to, or for the benefit of, a Beneficiary if the effect of such distribution would be to supplant, impair, diminish, or displace any public assistance or benefits to which a Beneficiary may otherwise be eligible or be receiving. The Trust corpus and income shall specifically not be available to any Beneficiary except to the extent of distributions actually made by the Trustee in its sole discretion for the benefit of a Beneficiary. No distributions should be made by the Trustee to, or for the benefit of, a Beneficiary in excess of resource and/or income limitations of any public assistance or public benefit program to which the Beneficiary is entitled. The Trustee may consider the future needs of a Beneficiary when making distributions or when considering requests for distributions but shall not be required to do so. The Trustee should refuse any request for payments from this Trust for services that any public or private agency has the obligation to provide to Beneficiaries who otherwise qualify for such assistance.

5.4 Trustee Discretion. With the express limitation that funds may not be refunded or otherwise returned to the Grantor, the Trustee, in its sole and absolute discretion, may make any payment from a Trust sub-account as follows:

- a) in any form allowed by law;
- b) to any person, excluding the Grantor, deemed suitable by the Trustee; and/or,
- c) by direct payment for the expenses of a Beneficiary.

5.5 Intent to Establish a See-Through Trust. The intent of any Grantor who may name a Trust sub-account as the Designated Beneficiary of a Deferrable Retirement Benefit, or any Retirement Benefit that is subject to the Required Minimum Distribution Rules, shall be to create a see-through Trust as such term is construed pursuant to Section 401(a)(9) of the Code and all related regulations thereto. It shall be the further intent of all such Grantors to establish an accumulation trust and not a conduit trust so that the larger purpose of establishing a supplemental fund for the benefit of a Beneficiary is not defeated or diminished in any way. Accordingly, paragraph 6.3 below contains several default provisions to ensure that any Grantor who names a Trust sub-account as a Designated Beneficiary does not inadvertently defeat his or her objective of creating a see-through Trust as intended.

ARTICLE 6 DISTRIBUTIONS AT THE BENEFICIARY'S DEATH

6.1 Final Expenses and Distributions. Upon the death of each individual Beneficiary, the Trustee shall distribute the remaining balance to the residual beneficiary(ies) as identified by, and according to, the final distribution directions of each Grantor after paying the Beneficiary's final expenses and funeral costs, unless directed otherwise by the Grantor. Each Grantor shall furnish such final distribution directions to the Trustee by and through an Exhibit to the Joinder Agreement that establishes a Trust sub-account for each Beneficiary.

6.2 Endowment. Prior to the payments and distributions described above in paragraph 6.1, a modest amount of the remaining balance in a deceased Beneficiary's Trust sub-account shall first vest in the Trust as a charitable contribution (the "Endowment"). The specific amount of the Endowment shall be calculated and fully described in the same Exhibit that sets forth a Grantor's

final distribution directions to the Trustee.

6.3 Default When Trust is Named as a Designated Beneficiary. The provisions of this paragraph 6.3 shall control whenever a Grantor names a Trust sub-account as the Designated Beneficiary of a Deferrable Retirement Benefit or any Retirement Benefit that is subject to the Required Minimum Distribution Rules. In such event:

- a) any natural, or individual residual beneficiary(ies) that a Grantor may name and identify in the Exhibit to a Joinder Agreement shall remain valid and given full force and effect; and,
- b) any non-natural, or non-individual residual beneficiary(ies) that a Grantor may name and identify in the Exhibit to a Joinder Agreement shall be void, ab initio, in favor of the Grantor's heirs at law, per stirpes, as determined at the time of the Grantor's death using the intestacy laws of the State in which the Grantor resided at the time of death; and,
- c) whether designated by the Grantor or given effect pursuant to sub-paragraph b) of this paragraph 6.3, any of the Grantor's heirs at law who are older than the Grantor shall be deemed to have pre-deceased the Grantor; and,
- d) the Endowment described in paragraph 6.2 shall be void, ab initio, and the Trustee shall be entitled to a closing fee that shall be calculated using the same formula as would have been used to calculate the Endowment.

ARTICLE 7

MANAGEMENT, INTENT, LIMITATIONS, AND PROVISIONAL AUTHORITY

7.1 Management of Trust Property. The property contributed by each Grantor for the use and benefit of a Beneficiary shall be held in a trust in a separate Trust sub-account for the use and benefit of each such Beneficiary. Such property shall be held, managed, invested, and reinvested by the Trustee, who shall collect the income therefrom and, after deducting all charges and expenses properly attributable thereto, shall, at any time and from time to time, apply for the benefit of each such Beneficiary, so much (even to the extent of the whole) of the net income and/or principal of the Trust sub-account as the Trustee shall deem advisable, in its sole and absolute discretion, subject to the limitations set forth herein. The Trustee shall add to the principal of each such Trust sub-account the balance of net income not so paid or applied.

7.2 Intent. It shall be the intent of each Grantor hereto, as well as it being the intent of the Trustee, to create a Trust that conforms to the relevant provisions of 42 U.S.C. §1396p relating to trusts that have been established with assets belonging to someone other than an individual receiving or attempting to receive public assistance and also to comply with all related state and federal statutes and/or rules. By way of example only and not limitation, for Beneficiaries receiving Medicaid in the Trustee's State of incorporation, these relevant provisions of 42 U.S.C. §1396p are interpreted in Chapter 1640.0576.03 *Trusts Set Up By Others (MSSI, SFP)* of the Economic Self-Sufficiency Manual, which is used by the Florida Department of Children and Families to determine Medicaid eligibility and the availability of trust assets. Likewise, for Beneficiaries receiving

Supplemental Security Income in all States, these relevant provisions of 42 U.S.C. §1396p are interpreted in the Social Security Administration's Program Operations Manual System at *SI 01120.200 Trusts – General, Including Trusts Established Prior to 1/1/00, Trusts Established with the Assets of Third Parties and Trusts Not Subject to Section 1613(e) of the Social Security Act.*

The Trustee, together with each Grantor, further intends that Trust assets be used to supplement and not supplant, impair or diminish, any public assistance or benefits of any federal, state, county, city, or other governmental entity for which any individual Beneficiary may otherwise be eligible or which such Beneficiary may be receiving. Consistent with this intent, it shall be the desire of all Grantors that, before expending any amounts from the net income and/or principal of this Trust, the Trustee consider the availability of all benefits from private and public assistance programs for which a Beneficiary may be eligible and that, where appropriate and to the extent possible, the Trustee endeavor to maximize the collection of such benefits and to facilitate the receipt of such benefits for the benefit of the Beneficiary.

7.3 Standing Limitation on Use. None of the income or principal of this trust shall be applied in such a manner as to supplant, impair or diminish public assistance or benefits of any federal, state, county, city, or other governmental entity for which a Beneficiary may otherwise be eligible or which a Beneficiary may be receiving, and the Trustee is prohibited from expending or distributing trust assets in any way that may supplant, impair, or diminish such public assistance or benefits. No Beneficiary shall have any power whatsoever to assign, encumber, direct, distribute or authorize distributions from the Trust.

7.4 Broad Provisional Authority. Notwithstanding the restrictive distribution provisions herein, the Trustee is authorized to make otherwise impermissible distributions if any such distribution may result in an impairment or diminution of the Beneficiary's receipt or eligibility for public assistance or benefits, but only if the Trustee first determines that:

- (i) a Beneficiary's needs will be better met if such a distribution is made; and,
- (ii) it is in such Beneficiary's best interests to suffer the consequent effect, if any, on the Beneficiary's eligibility for or receipt of public assistance or benefits.

Provided, however, that if the mere existence of the Trustee's authority to make distributions pursuant to this paragraph 7.4 results in a Beneficiary's loss of public assistance or benefits, regardless of whether such authority is actually exercised or not, this paragraph shall be null and void, ab initio, and the Trustee's authority to make such distributions shall cease and shall be strictly limited as provided above in paragraphs 7.2 and 7.3, without exception.

ARTICLE 8

ADMINISTRATIVE PROVISIONS RELATING TO TRUST SUB-ACCOUNTS

8.1 Establishment and Maintenance of Trust Sub-accounts. A separate Trust sub-account shall be established and maintained for the use and benefit of each Beneficiary, but the Trustee may pool these sub-accounts for investment and management purposes. The Trustee, or the Trustee's authorized agents, shall maintain records for each Trust sub-account in the name of each respective Beneficiary that shows the property contributed by each respective Grantor, the earnings thereon, and all receipts, disbursements, and distributions.

8.2 Taxes. In establishing the Trust, it is the Trustee's intent to provide Grantors the option of determining whether or not they want the Trust Sub-account they establish to be treated as a Grantor Trust for purposes of determining the Grantor's income tax liability. To provide this option, each Joinder Agreement shall contain a default provision that creates a Grantor Trust with an alternate provision that allows the Grantor to choose whether or not the default provision shall operate to create a Grantor Trust.

8.3 Reports to the Beneficiaries. The Trustee shall report at least annually to each Beneficiary or to such Beneficiary's legal representative, and such report shall be a reasonably understandable accounting that begins from the date of the last accounting, or from the date on which the Trustee became accountable in the case of a first accounting, and which otherwise meets all other statutory reporting requirements for trustees both as to substance and as to standard fiduciary form. All reports and/or accountings provided hereunder shall be conclusively deemed to be accepted by the Beneficiary or the Beneficiary's representative if the Trustee does not receive a written objection within sixty (60) days of having provided the report and/or accounting that states the objection with specificity. For purposes of calculating sixty (60) days hereunder, the date of having provided the report and/or accounting shall be the date such report is mailed by the Trustee to the Beneficiary or to the Beneficiary's representative. To be effective, any such objection to the Trustee's report must be mailed to the Trustee's principal place of business by certified mail, return receipt requested.

8.4 Costs of Defending Trust. Costs and expenses of defending the Trust, or any Trust sub-account, including attorneys' fees incurred prior to, during, or after trial, and on appeal, against any claim, demand, legal action, equitable action, suit, or proceeding may, in the sole discretion of the Trustee, be:

- a) apportioned on a pro rata basis to all Trust sub-accounts; or,
- b) charged only against the Trust sub-account that is affected by the action defended against.

ARTICLE 9 TRUSTEE PROVISIONS

9.1 Trustee May Seek Advice. The Trustee may seek the advice and assistance of any person or entity it deems to be appropriate in performing its duties under this Trust, including, but not limited to, any federal, state, and/or local agencies that are established to assist people with disabilities. Associated costs, if any, shall be a proper expense of the Trust and may be apportioned on a pro rata basis to all Trust sub-accounts or charged only against the Trust sub-account about which the Trustee seeks such advice or assistance.

9.2 Trustee Identification of Programs. The Trustee may, but is not required to identify private or public assistance programs that may be of legal, social, financial, developmental, or other assistance to Beneficiaries, or to create programs when such programs do not exist. In no event, however, shall the Trustee be liable to any Beneficiary for failure to identify all programs or resources that may be available to such Beneficiary or to create programs when such programs do or do not exist.

9.3 Scope of Trustee's Power. Except as may be otherwise provided in this Declaration, and for so long as the Trustee is prudent in administering the Trust, the Trustee may serve without bond and shall exercise all powers under any and all Federal and State laws that may exist and be applicable to trusts, in effect on or after the execution of Joinder Agreements by the Grantors. Should bond be necessary for any reason whatsoever, such bond shall be a proper expense of the Trust.

9.4 Trustee's Discretion to Accept Beneficiaries. In the event the Social Security Administration and/or any authorized governmental federal or state entity has not made a formal determination that the Beneficiary is a disabled person, the Trustee is authorized to accept such Beneficiary upon a good faith expectation that the Beneficiary will receive a disability determination and/or such other relevant determination according to the criteria of the appropriate governmental entity charged with making such determinations. Alternatively, the Trustee is also authorized to accept any Beneficiary when it determines in its sole discretion that such Beneficiary can benefit from the establishment of a Trust Sub-account.

9.5 Trustee to Receive Full Consideration for Trust Assets. No authority described in this Declaration, or available to trustees pursuant to applicable law, shall be construed to enable the Trustee to purchase, exchange, or otherwise deal with or dispose of the assets of any Trust sub-account for less than an adequate or full consideration in money or money's worth, or to enable any person to borrow the assets of any Trust sub-account, directly or indirectly, without adequate interest or security.

9.6 Trustee Entitled to Reasonable Compensation. The Trustee and any Co-trustee(s), including their agents, shall be entitled to reasonable compensation and to reimbursement of costs and expenses properly incurred in the management and/or administration of the Trust. All such compensation and reimbursement shall be made in accord with the normally published fee schedule in use by the Trustee and/or Co-trustee when such services are provided and/or costs incurred.

9.7 Trustee Resignation; Successor Trustees. The Trustee may resign upon written notice to the Beneficiaries and to the Co-trustee, if any, at the time of the Trustee's resignation, and the Co-trustee may resign upon written notice to the Trustee only. Upon any Trustee or Co-trustee resignation, the Trustee shall designate a successor Trustee and/or a successor Co-trustee. A successor Trustee and/or Co-trustee shall assume its duties under this Declaration without any liability for the acts or omissions of its predecessor. The provisions of this paragraph 9.7 shall also control if the Trustee ceases to exist, is dissolved, or can no longer serve as Trustee for any other reason. In conjunction with any action taken under this paragraph 9.7, a final accounting shall be made by the Trustee and/or Co-trustee. Notwithstanding anything herein to the contrary, a professional or corporate Trustee may assign its rights, duties, and responsibilities under this Trust to a successor corporation or entity that is specifically designated by its governing board or body without the need for an accounting pursuant to this paragraph 9.7.

9.8 Indemnification of Trustee. The Trustee and each of its Co-trustees, agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, are hereby indemnified by the Trust and the Trust property against all claims, liabilities, fines, or penalties, and against all costs and expenses, including attorney's fees and disbursements and the cost of reasonable settlements, imposed upon, asserted against or reasonably incurred thereby in connection with or arising out of any claim, demand, action, suit, or proceeding in which he, she,

or it may be involved by reason of being or having been a Trustee or affiliated with a Trustee as set forth above, whether or not he, she, or it shall have continued to serve as such at the time of incurring such claims, liabilities, fines, penalties, costs, or expenses or at the time of being subjected to the same. However, the Trustee and each of its Co-trustees, agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, shall not be indemnified with respect to matters as to which he, she, or it shall be finally determined to have been guilty of willful misconduct in the performance of any duty by a court of competent jurisdiction. This right of indemnification shall not be exclusive of, or prejudicial to, other rights to which the Trustee and each of its Co-trustees, agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, may be entitled as a matter of law or otherwise.

ARTICLE 10 GENERAL PROVISIONS

10.1 No Requirement to Furnish Bond. Neither the Trustee, nor any Co-trustees if any, shall be required to furnish bond for the faithful performance of any duties created under this Declaration. If bond is required by any law or court of competent jurisdiction, no surety shall be required on such bond, and such bond shall be a proper expense of the Trust.

10.2 Trust to Be Free From Court Supervision. The Trust established under this Declaration, together with all of the Trust sub-accounts created through Joinder Agreements, shall be administered free from the active supervision of any court. Any proceedings to seek judicial instructions or a judicial determination may be initiated by the Trustee, or any Co-Trustee that is specifically named as such by the Trustee, in any such Court having jurisdiction of matters relating to the construction and administration of trusts.

10.3 Governing Law. This Trust shall be governed by, and interpreted in accordance with, the laws of the United States and the State of Florida, which is the State where the Trustee is domiciled, unless otherwise provided in this Trust or a Joinder Agreement.

10.4 Procedural Provisions. Any conforming and/or effectuating amendments and/or reformations that might be made pursuant to paragraph 1.5 above, may be made unilaterally by the Trustee without notice to any party and/or Beneficiary and may be made effective retroactively and/or prospectively as the Trustee deems most appropriate in its sole discretion. Any provision of this Declaration and the Trust created hereunder that may disqualify any Beneficiary for public assistance of substantial value shall be automatically, ab initio, amended, limited or void, as required to avoid any such disqualification. In any instance where the Trustee deems that the Trust should be conformed to particular state statutes and/or regulations, any such conforming amendments and/or reformations may be effectuated through the Joinder Agreements used in the particular State(s) in question or otherwise without effecting the operation of the Trust in any other State(s).

10.5 Severability. Any provision of this Declaration that is deemed or adjudged invalid or unenforceable under the laws of any place where the terms of the Declaration are to be performed, or are sought to be enforced, shall be deemed inoperative without invalidating such provision elsewhere or any of the other provisions of this Declaration or without invalidating such provision in any other place where the terms of the Declaration are to be performed.

10.6 Section Headings. Section headings are for purposes of convenience only and shall

have no bearing on the interpretation of any provision of this Declaration.

IN WITNESS WHEREOF, the undersigned representative of the Trustee hereby subscribes to the above Amended and Restated Declaration of Master Trust on the date and year first written above.

WITNESSES:

[Signature]
Terna Sacks
Printed Name

[Signature]
LINDA E. STAYER
Printed Name

THE CENTER FOR SPECIAL NEEDS TRUST
ADMINISTRATION, INC., as Settlor and Trustee

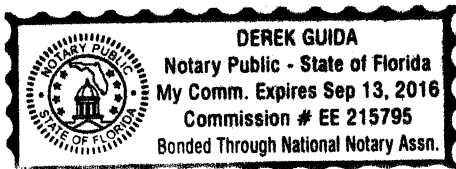
By: [Signature]
Todd J. Belisle
Printed Name

As Its: President

Address:
4912 Creekside Drive
Clearwater, FL 33760

STATE OF FLORIDA))
COUNTY OF PINELLAS))

On this 6th day of May, 2014, before me personally came Todd J. Belisle, to me known, who did acknowledge and declare that he resides at Clearwater, Florida; that he is the President of THE CENTER FOR SPECIAL NEEDS TRUST ADMINISTRATION, INC., the corporation described herein; that he executed the foregoing instrument; and, that he signed his name thereto by authority of the Board of Directors of said corporation.



[Signature]
Notary Public