

**AMDENDED AND RESTATED MASTER TRUST DECLARATION
OF
THE FLORIDA PUBLIC GUARDIANSHIP POOLED SPECIAL NEEDS TRUST**

WHEREAS, on March 29, 2006, the Foundation for Indigent Guardianship, Inc., (“FIG”) a Non-Profit Corporation organized under the laws of the State of Florida executed the “Public Guardianship Pooled Special Needs Trust” (“Original Trust”) naming the Center for Special Needs Trust Administration, Inc., as its “Initial Administrative Trustee”; and,

WHEREAS, the Master Declaration of Trust specifically granted authority to amend the Original Trust from time to time to effectuate its purposes and intent and comply with any changes in the law with the consent of the “Initial Administrative Trustee” and joinder of the Trust Protector (i.e., Berkshire Trust Advisory Services Corporation, a Florida Corporation); and,

WHEREAS, the Foundation for Indigent Guardianship, Inc. sought court approval to amend and restate Original Trust to change the Administrative Trustee, remove the Trust Protector, comply with changes in the law and to otherwise clarify the construction and administration of the Original Trust; and,

WHEREAS, the Advocates & Guardians for the Elderly & Disabled, Inc. (“AGED”), a Not-for-Profit Corporation organized under the laws of the State of Florida, has represented to FIG that it administers, manages and operates pooled special needs trusts and does so in-house except for investment and money management requiring brokerage services, thereby largely obviating the expense and cost of outside providers, particularly as related to distribution issues, upon which representations FIG specifically relies; and,

WHEREAS, on November 28, 2016, the 6th Judicial Circuit Court in and for Pinellas County, Florida, entered an order authorizing the FIG, as “Founding Trustee” and AGED as “Administrative Trustee” to execute this Amended and Restated Florida Public Guardianship Pooled Special Needs Trust (the “Trust”).

NOW THEREFORE, pursuant to the Court Order referred to above and in order to continue to effectuate the purposes and intent of the Original Trust, to clarify its construction and administration, and to comply with specific requirements of State and Federal law, The Foundation for Indigent Guardianship, Inc. hereby amends and restates the Original Trust in its entirety in this document.

**ARTICLE 1
DEFINITIONS**

1.1 “Administrative Trustee” means the duly authorized and then serving Administrative Trustee of this Trust, which shall be at this time, the Advocates & Guardians for

the Elderly & Disabled, Inc., ("AGED"), a not-for-profit corporation organized under the laws of the State of Florida.

1.2 "Designated Representative" shall mean an individual appointed pursuant to section 736.0306, Florida Statutes (2016).

1.3 "Discretion," as used throughout this document shall mean sole and absolute discretion.

1.4 "Founding Trustee" means the Foundation for Indigent Guardianship, Inc. ("FIG"). FIG is a not-for-profit corporation as defined by the laws of the State of Florida and §501(c)(3) of the Internal Revenue Code of 1986 as amended. FIG is designated by Chapter 744 Florida Statutes (2016) to serve as a Direct Service Organization ("DSO") to the Office of Public and Professional Guardians ("OPPG"), formerly known as the Statewide Public Guardianship Office ("OPG"). Subject to funding by the Florida Legislature, OPPG assists the disability community throughout the State of Florida by providing guardianship services for those who lack capacity, cannot afford a private guardian and lack the support of family or friends who are able to serve as guardian. In these situations, OPPG appoints a guardianship organization in Florida's judicial circuits to serve as public guardian in order to provide guardianship services to those in need according to law. Appointed by the Governor of the State of Florida, the Executive Director of the OPPG serves through the Florida Department of Elder Affairs. As Founding Trustee, FIG is responsible for contracting with an Administrative Trustee to manage and administer this Trust.

1.5 "Funds" shall mean and refer to assets, resources, income and/or principal unless the context requires otherwise.

1.6 "Government 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 Trust Beneficiary. Such assistance includes, but is not limited to, the Supplemental Security Income program (SSI) the Old Age Survivor and Disability Insurance Program (OASDI), the Social Security Disability Insurance program (SSDI), Veterans' benefits, and the Medicaid program, including the Florida Institutional Care Program (ICP), Medicaid Waiver program Home and Community Based Services (HCBS), Managed Care, or any other public assistance program(s) of the State of Florida or any other state of the United States, together with any additional, similar, or successor public programs.

1.7 "Grantor" means a parent, grandparent, legal guardian of a Trust Beneficiary, a Trust Beneficiary himself or herself or his or her appropriate Legal Representative, or any person or entity acting pursuant to court order who executes a Joinder Agreement and contributes money and/or property to establish a Trust Beneficiary's Trust Sub Account. Grantor shall also mean, when applicable, any person or entity that contributes his, her, or its own property to a Trust Sub Account for the sole benefit of a Trust Beneficiary, whether by gift, will, contract or agreement.

1.8 "Joinder Agreement" means the individual written agreement between the Administrative Trustee and a Grantor by which the Grantor establishes a Trust Sub Account for the sole benefit of a Trust Beneficiary.

1.9 "Legal Representative" means a legal guardian, conservator, agent acting under an appropriate durable power of attorney, trustee, representative payee, surrogate, proxy, custodian under a transfer to minor account or any other legal representative or fiduciary of a Trust Beneficiary acting within its scope of authority. All references to "Trust Beneficiary" shall also mean and refer to the Trust Beneficiary's Legal Representative.

1.10 "Master Account" shall mean one or more accounts created by the Administrative Trustee to hold assets no longer set aside for a particular Trust Beneficiary.

1.11 "Means-Tested Government Assistance" are government assistance programs for which eligibility depends on limited income and/or assets or other similar criteria.

1.12 "Mediator" shall mean and refer to an individual or individuals certified by the Florida Bar or such other mediators as the parties to the dispute may agree to in writing, whether or not such Mediators are certified by the Florida Bar.

1.13 "Non-Support Payments" means payments made by the Administrative Trustee for supplemental needs or supplemental care as defined herein.

1.14 "Notice" means written notice provided by US Mail, certified mail, return receipt, Fed Ex or other priority carrier or such means as the parties may agree to in writing.

1.15 "Supplemental Care," "Special Needs" and "Supplemental Care or Services" maybe 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 Government Assistance that may be available to a Trust Beneficiary.

1.16 "Trust Beneficiary" means an individual considered to be disabled as defined in §1614 (a)(3) of the Social Security Act (42 U.S.C. §1382c(a)(3)), who qualifies under 42 U.S.C. §1396p, as amended in the Omnibus Budget Reconciliation Act of 1993 (OBRA '93) and the Foster Care Independence Act of 1999 (FCIA '99) and whom a Grantor shall specify to receive the sole benefit of services and benefits under any one or more Joinder Agreements and Trust Sub Accounts created pursuant to this Trust. All references to a Trust Beneficiary shall mean and include the Trust Beneficiary's Advocate, Legal Representative, and Guardian as may be applicable.

1.17 "Trust Beneficiary Advocate" means the individual or entities, as may be applicable, identified as such in a Joinder Agreement. A Trust Beneficiary Advocate may assist the Grantor and/or the Trust Beneficiary in working with the Administrative Trustee to accomplish the intent and purpose of a particular Joinder Agreement. Nothing in this Trust or any Joinder Agreement shall be construed or interpreted to mean that a Trust Beneficiary Advocate must be appointed.

1.18 "Trust Sub Account" ("TSA") means the financial account maintained for the sole benefit of a Trust Beneficiary and shall be equal to the initial value of the assets contributed by a Grantor to the TSA on the Trust Beneficiary's behalf plus any additions thereto, less disbursements made on behalf of the Trust Beneficiary, increased by earnings and appreciation,

less taxes, expenses, depreciation and fees as set forth in the Joinder Agreement. TSA refers to all accounts transferred from the Original Trust and Initial Administrative Trustee to AGED as well as TSAs created after execution of this Trust.

ARTICLE 2 ESTABLISHMENT

2.1 Amended and Restated Trust/Trustee shall be Not for Profit. The Founding Trustee and the Administrative Trustee hereby establish a pooled special needs trust pursuant to the Court Order referred to above and to 42 U.S.C. § 1396p(d)(4)(C) for the sole benefit of Trust Beneficiaries under this Trust. Notwithstanding any provision herein to the contrary, the management of this Trust is and shall be by a not-for-profit corporation as defined by the laws of the State of Florida and §501(c)(3) of the Internal Revenue Code of 1986, as amended. This applies to both the initial Founding and Administrative Trustees and any successors thereto.

2.2 Name. The name of the Amended and Restated Trust established herein shall be "The Florida Public Guardianship Pooled Special Needs Trust" (hereinafter and hereinbefore sometimes referred to as the "Trust") and it shall be sufficient that it be referred to as such in deeds, accounts and other asset listings and transfer documents. Unless the context provides otherwise, "Trust" shall include Joinder Agreements and TSAs transferred from the Initial Administrative Trustee.

2.3 Effective Date of Trust. The effective date of this Trust remains as the date of the establishment of the original Trust on March 29, 2006. The Trust will continue to use the same tax identification number as used by the Original Trust. Additional contributions in cash or property to the Trust or to a TSA may be made at any time by any Grantor in accordance with the provisions of Article 4 below.

2.4 Irrevocability. This Trust shall be irrevocable.

2.5 Amendments. Notwithstanding the irrevocability of this Trust as set forth in Section 2.4 above, this Trust may be amended by the Founding Trustee from time to time to effectuate its purposes and intent; and/or so that it conforms with statutes, rules, government policies (or policies of an authorized government agent or assignee) or regulations that are approved by any governing body or agency (or an authorized government agent or assignee) relating to 42 U.S.C. §1396p(d)(4)(C) or related statutes, including state statutes and regulations that are consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, amending 42 U.S.C. §1396p(d)(4)(C); and/or to clarify the construction and administration of the Trust; and/or to comply with the specific requests of the State that may be applicable to the Trust or a Trust Beneficiary; and/or to comply with Internal Revenue Service, other government agency requests and/or the requirements of state laws as may be necessary from time to time.

A. No amendment to this Trust shall be permitted if such amendment would diminish or eliminate the right of a governmental entity to repayment pursuant to Article 7 below; and/or render a previously made irrevocable contribution revocable; and/or cause the Trust to fail to comply with any provision of 42 U.S.C. §1396p(d)(4), related statutes or

regulations; and/or abandon or otherwise abrogate the basic purposes, intent or objectives of the Trust.

B. The Founding Trustee shall provide the Administrative Trustee with written notice of any proposed amendments under this Article and the Administrative Trustee shall have 30 days to respond. The Founding Trustee may, but shall not be required by the terms of this Trust, to submit any amendment to a court of competent jurisdiction for approval.

C. Amendments made to the Trust shall not require notice to Grantors or Trust Beneficiaries unless otherwise required by law.

D. The Administrative Trustee shall have the right, but not the obligation to make modifications to individual Joinder Agreements upon providing written notice or the proposed amendments to the Founding Trustee, to which the Founding shall have 30 days to respond.

E. If the parties cannot reach an agreement with respect to the issues raised in Section 2.5 B or D above, then a mediator shall be involved according to Article 13 below.

2.6 Management and Administration of Joinder Agreements and TSAs. The Administrative Trustee shall manage and administer the Joinder Agreements and the TSAs created pursuant to this Trust as well as those transferred from the Initial Administrative Trustee. The Administrative Trustee shall determine the amount of each TSA corpus to invest, and to make decisions regarding the use of funds for each Trust Beneficiary according to the terms, intent and purpose of this Trust.

2.7 Appointment and Removal of Administrative Trustee.

A. The Founding Trustee initially appoints and contracts with AGED, a not-for-profit corporation as defined by the laws of the State of Florida and §501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purpose of serving as Administrative Trustee of this Trust.

B. The Founding Trustee retains sole and exclusive authority to remove the Administrative Trustee with or without cause, and to contract with a successor Administrative Trustee to exercise any and all powers and duties of the Administrative Trustee in this Trust. Such contract may be executed on an emergency basis if necessary and appropriate.

C. The Founding Trustee shall give written notice to the Administrative Trustee of the proposed removal, and the Administrative Trustee shall have 30 days to respond. These time frames may be waived if the Founding Trustee deems the situation to be an emergency, e.g., an immediate threat to the Founding Trustee, Trust Beneficiaries, Grantors, TSAs or the Administrative Trustee.

D. If removal occurs, then a written agreement between and among the parties shall govern the transition of TSAs and Joinder Agreements, records and any other matter related to this Trust to the Successor Administrative Trustee.

E. If the parties cannot reach an agreement with respect to the issues raised in relation to Section 2.7 C or D, then a mediator shall be involved according to Article 13 below.

2.8 Purpose, Intent and Design. The purpose and intent of this Trust is to use distributions from the TSAs to provide supplemental care to Trust Beneficiaries pursuant to their respective Joinder Agreements. No funds in this Trust or any TSA or the Master Account shall be considered to be owned by a Trust Beneficiary who is receiving Means-Tested Government Assistance. This Trust is created with the express intent that the Trust Beneficiaries qualify for or continue to be eligible for Means-Tested Government Assistance, including Medicaid, SSI, housing assistance and other Means-Tested Government Assistance. It is also the intent of this trust to enable FIG to further its not-for-profit purposes by providing funding for the OPPG to allow more individuals with disabilities to receive required guardianship services even when such services may be beyond their financial ability. It is the intent of the parties that monies retained by the Administrative Trustee and this Trust as provided in this agreement shall be used for the direct benefit of the OPPG or its successor agency as allowed by law. The stated purpose and intent of this trust shall be the polestar for administration, construction and interpretation of trust provisions. Whatever vagaries exist shall be interpreted as broadly as possible to best advance the purpose and intent stated herein.

ARTICLE 3 SPENDTHRIFT PROVISIONS

3.1 Trust Beneficiaries Have No Claim on Trust Assets. This is not a support trust and neither the Grantors nor the Founding Trustee nor the Administrative Trustee owe any obligation of support to any Trust Beneficiary. The plain intent and purpose of the Trust is to be used for the Trust Beneficiaries' supplemental care and/or supplemental needs. No assets are available to any Trust Beneficiary except in the Administrative Trustee's sole, unfettered and absolute discretion, and then only to the extent that other resources are not available to provide for the Trust Beneficiary. Neither the Trust Beneficiary, nor a Grantor, nor any person, agent or anyone acting on or in their behalf can compel a distribution from the Trust for any purpose.

3.2 Trust Assets Not Subject to Creditors of the Trust Beneficiaries. The Trust, and any TSA established under the Trust, shall not be subjected to creditors of any of the Trust Beneficiaries. No interest in the principal or income of this Trust, or any TSA, shall be anticipated, assigned or encumbered, nor shall be subject to any creditor's claim or legal process of any Trust Beneficiary. Because this Trust is to be conserved and maintained for the Trust Beneficiary throughout the Trust Beneficiary's life, no part of the corpus, whether principal or undistributed income, shall be construed as part of the Trust Beneficiary's "estate," "probate estate," "trust estate" or be subject to the claims of voluntary or involuntary creditors, by any legal or equitable process, even for the provision of care and services, including residential care, by any public entity, office, department or agency of the State of Florida or any other state, or the United States, or any other governmental agency. This provision shall be construed in conjunction with Article 7, below,

ARTICLE 4

CONTRIBUTIONS TO THE TRUST

4.1 Grantors' Intent to Establish a Supplemental Fund. In making contributions to a TSA, Grantors do not intend to displace any public and/or private financial assistance that may otherwise be available to any Trust Beneficiary. As a condition to making a contribution to this Trust, Grantors specifically intend to establish a supplemental fund pursuant to 42 U.S.C. §1396p(d)(4)(C) and it is Grantors' primary concern that the TSAs continue in existence as a supplemental fund for the Trust Beneficiary, throughout each Trust Beneficiary's life.

4.2 Approval and Irrevocability of Joinder Agreements/Copies to Founding Trustee. The Administrative Trustee shall approve each Joinder Agreement by executing such agreement. Prior to the execution and approval of the Joinder Agreement, it shall be the responsibility of the Administrative Trustee to ascertain the Grantor's legal status and authority to execute the Joinder Agreement, including, if necessary, obtaining a copy of the Court Order approving execution, establishing and/or funding of the Joinder Agreement and TSA respectively. The Administrative Trustee shall not have any duty to file a petition or otherwise institute judicial procedures to obtain a Court Order. Upon execution and funding a TSA the following provisions apply:

A. The Joinder Agreement shall be irrevocable as to the Grantor and specified Trust Beneficiary; and,

B. Neither the Grantor nor the Trust Beneficiary nor anyone contributing to a TSA, shall have any further interest in and relinquishes and releases all right, control over, incidents of ownership or interest of any kind or nature in and to the TSA or the assets or income in the TSA (including any and all subsequent contributions to the TSA). Any special instructions for the benefit of the Trust Beneficiary shall be described in the Joinder Agreement; and,

C. The contribution and any subsequent contributions shall become irrevocable and non-refundable to the Grantor under any circumstances; and,

D. The designation of a Trust Beneficiary may not be revoked or changed by anyone, including but not limited to the Grantor, the Trust Beneficiary, the Administrative Trustee and the Founding Trustee.

E. A Trust Beneficiary Advocate may, but is not required to be named in the Joinder Agreement by the Grantor. A court appointed guardian of a Trust Beneficiary will be given preference to name and to serve as a Trust Beneficiary Advocate. The Administrative Trustee may, in its sole and absolute discretion, remove a Trust Beneficiary Advocate if the Administrative Trustee believes the Trust Beneficiary Advocate is not acting in the best interest of a Trust Beneficiary. If a successor Trust Beneficiary Advocate is not named in the Joinder Agreement, the Administrative Trustee may, in its sole and absolute discretion, subject to Court approval when necessary or appropriate, appoint a successor Trust Beneficiary Advocate. The Administrative Trustee shall give the Founding Trustee written notice of a decision to remove a Trust Beneficiary Advocate at least thirty (30) days before such removal except in cases of emergency when failure to immediately remove would cause immediate threat to the safety and well being of the Trust Beneficiary.

F. The Administrative Trustee shall provide the Founding Trustee with a copy of each executed Joinder Agreement together with documentation of funding, within ten business days of execution and funding. The Grantor and the Trust Beneficiary and the Trust Beneficiary Advocate shall be provided with this documentation as required in the Joinder Agreement.

4.3 Effect of Grantors' Contributions. Specifically subject and subordinate to Article 4.2 above, and to the Administrative Trustee's sole and absolute discretion in making distributions, the total distributions made on behalf of a Trust Beneficiary shall not exceed an amount equal to the total of all contributions made to such Trust Beneficiary's TSA, plus any undistributed income and/or other such undistributed gain attributable to that TSA.

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 TSA. Such designated contributions may be revoked by the Grantor at any time during that Grantor's lifetime. In the event the Grantor has provided the Administrative Trustee with notice of the designated future contribution, then such Grantor or his or her legal representative shall provide written notice of the change to the Administrative Trustee or agent designated for such purposes by the Administrative Trustee. Examples of contributions designated for future transfer include but are not limited to a life insurance policy on the Grantor's life in which the Trust Beneficiary's interest in the Joinder Agreement and TSA is designated as a Trust Beneficiary, or by testamentary devise through either a will or trust. The Administrative Trustee may refuse to accept any additional contributions to any TSA if the Administrative Trustee deems such rejection to be in the best interest of the Trust and a Trust Beneficiary. A Grantor retains no reversion or other interest in any Trust property.

4.5 Effect of Designation of Future Transfers of Property. In cases of future designations of property, as provided by Section 4.4 above, the Administrative Trustee will not consider such designations to be complete or effective, nor shall it credit any such property to a particular Trust Beneficiary's TSA, until the transfer is approved by the Administrative Trustee and such property has been actually transferred and/or delivered as available to the Administrative Trustee for use in the TSA.

ARTICLE 5

DISTRIBUTIONS DURING THE TRUST BENEFICIARY'S LIFETIME

Subject to the Administrative Trustee's sole and absolute discretion, distributions from a TSA shall be made in accordance with the provisions of this Article 5 during the lifetime of a Trust Beneficiary.

5.1 Distributions. The Administrative Trustee may pay for the supplemental care or supplemental needs of each Trust Beneficiary such amounts from the principal or income, or both, of the TSA maintained for such Trust Beneficiary, up to the whole thereof, as the Administrative Trustee, in its sole and absolute discretion, may from time to time deem necessary or advisable subject to the restrictions explained throughout this Trust. The Administrative 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 TSA shall be added to the principal of that TSA at least annually.

5.2 Distributions Not to Replace Means Tested Government Assistance. Distributions from a TSA should not be made to or for the benefit of a Trust Beneficiary if the effect of such distribution would be to disqualify or prevent a Trust Beneficiary from becoming eligible for Means Tested Government Assistance. If the Administrative Trustee determines in its sole and absolute discretion, that it is in the Trust Beneficiary's best interest, then the Administrative Trustee may make a distribution for food or shelter even though the distribution may reduce or eliminate, for a period of time, SSI or other Means Tested Government Assistance. Any such distributions shall be made only if the Grantor, Trust Beneficiary Advocate and/or the Trust Beneficiary as may be appropriate, is provided with sufficient information to allow a full understanding of how such distributions may affect current or future benefits.

5.3 No Precedent for Future Distributions. Distributions the Administrative Trustee may or may not have made in the past for any reason, including because of less restrictive Government Assistance programs that the Trust Beneficiary did not apply for, qualify for and/or receive, shall not provide a pattern or precedent of any sort that establishes a duty by or discretion in the Administrative Trustee to continue making such distributions, to continue refusing such distributions or to make or to refuse such distributions in the future as the individual case may be.

5.4 Future Needs. The Administrative Trustee may consider the future needs of a Trust Beneficiary when making distributions or when considering requests for distributions, but shall not be required to do so.

5.5 Form of Payment. The Administrative Trustee, in its sole and absolute discretion, may make any payment from a TSA for the purposes provided in this Trust and the Joinder Agreement as follows:

- A. in any form allowed by law; and,
- B. to any person deemed suitable by the Trustee; and,
- C. by direct payment to or reimbursement for the requisites, expenses and/or distributions for a Trust Beneficiary according to the terms provided herein.

5.6 Preservation of Means Tested Government Assistance/No Obligation to Apply or Report. To achieve the express purpose and objective of this Trust, the Administrative Trustee shall seek to preserve and enhance the Means Tested and other Government Assistance available to a Trust Beneficiary. However, the Administrative Trustee shall not be responsible to apply for benefits or to report the Joinder Agreement, any distributions, amendments, changes or other matters to any federal or state agency or to a Court unless ordered to do so.

ARTICLE 6

ADMINISTRATIVE PROVISIONS RELATING TO TRUST SUB-ACCOUNTS

6.1 Establishment and Maintenance of TSAs. A separate TSA shall be established and maintained for the sole benefit of each Trust Beneficiary, but the Administrative Trustee may pool TSAs for investment and management purposes. The Administrative Trustee may also

create one or more Master Accounts to hold assets no longer set aside for a particular Trust Beneficiary. The Administrative Trustee shall maintain records for each TSA and the Master Account indicating all financial activity related to each Trust Beneficiary under this Trust.

6.2 TSA for Sole Benefit. A TSA may only contain funds belonging to the Trust Beneficiary. A Grantor or other individual or entity may contribute his, her or its property to the TSA, but only for the sole benefit of the Trust Beneficiary, whether by will, gift, contract or agreement.

6.3 Taxes. The parties intend that each Trust Beneficiary's TSA be construed as a "Grantor Trust" under §671 and other provisions of the Internal Revenue Code of 1986, as amended ("the Code"). To this end, and subject to all relevant provisions of the Code in order to recognize Grantor Trust status pursuant to §677(a)(3), the Trustee may apply trust income to the payment of premiums on existing policies of insurance on the life of the Trust Beneficiary of that TSA without the approval or consent of any adverse party within the meaning of §672(a). For the purposes stated herein, the Trust Beneficiary will be treated as the "Grantor" for purposes of §677(a), and all income received, distributed, held, or accumulated by the TSA shall be taxable to the Trust Beneficiary. The Trustee may make distributions, directly to the taxing authority, of any such amounts of income or principal of the Trust as may become necessary to satisfy any and all of a Trust Beneficiary's tax obligations. This paragraph shall not affect or modify the intent and/or purpose of the Joinder Agreement or any of the provisions found in this Trust.

6.4 Fees, Costs and Expenses. The amount of fees, costs and expenses associated with each TSA shall be set forth and charged in the manner described in the Administrative Trustee's Published Fee Schedule. The Administrative Trustee shall be entitled to additional compensation for extraordinary services rendered which are not covered in the Published Fee Schedule, but only if approved in writing by the Founding Trustee in advance of incurring such fees.

6.5 No Charge to Founding Trustee for Transfer of Existing Accounts. The Administrative Trustee shall not charge for and neither the Founding Trustee nor any Trust Beneficiary shall incur any fees, costs or expenses in any way related to the transfer of existing Joinder Agreements, TSAs, Master Accounts, funds, property, assets or any other activity related to the transfer from the Initial Administrative Trustee to AGED.

6.6 Accountings. For accounting purposes, the Trust and each TSA thereof shall be operated on a calendar year basis.

A. The Administrative Trustee shall provide the Founding Trustee monthly accountings of all accounts and financial activity, including the Master Account, related to FIG accounts in a form and by such means (electronic, facsimile etc.) as the Founding Trustee may designate in writing from time to time. The Founding Trustee shall have ninety (90) days to respond or object to the accounting. If the parties cannot reach an agreement within sixty (60) days of the response respect to the issues raised with respect to the accounting, then a mediator shall be involved according to Article 13 below.

B. The Administrative Trustee will provide accountings as required by law, to each Trust Beneficiary showing all receipts, disbursements and distributions to or from the Trust Beneficiary's TSA during the previous accounting period. The Grantor may appoint a

Designated Representative to represent and bind any Trust Beneficiary and receive any notice, information, accounting or report on behalf of a Trust Beneficiary, as permitted in the Florida Trust Code.

C. All accountings required herein shall include a clear, concise and complete trust disclosure statement including without limitation, investments, receipts, disbursements and distributions occurring during the reporting period including all distributions to the Administrative Trustee and all agents and employees as related to any FIG account, whether paid in cash, through commission or otherwise.

D. All accountings required hereunder shall be conclusively deemed to be accepted by the Trust Beneficiary or the representative appointed by the Grantor if the Administrative Trustee does not receive an objection within ninety (90) days of having provided the report and/or accounting. The Administrative Trustee may file its reports in a court of competent jurisdiction upon Court Order.

6.7 Inspection of Records. All records maintained by the Administrative Trustee and its agents in relation to FIG, including but not limited to the Master Account, TSAs and otherwise, shall be available and open at all reasonable times for inspection at the place such records are customarily maintained. Inspections may be made by the Founding Trustee, a Trust Beneficiary, or Trust Beneficiary Advocate.

A. The Administrative Trustee shall not be required to furnish accountings, records, TSA information, or documentation of any kind related to this Trust or to FIG to any individual, corporation, or other entity who: a) is not a Trust Beneficiary or Trust Beneficiary Advocate or the Trust Beneficiary's Legal or Designated Representative; b) is not the Founding Trustee or an agent or employee thereof; or c) does not have express written authorization of the Trust Beneficiary, the Trust Beneficiary Advocate, the Trust Beneficiary's Legal or Designated Representative or as may be appropriate, the Founding Trustee.

B. The Administrative Trustee may, but is not required to provide information related to a particular TSA or Joinder Account and the Master Account as related to such accounts to such government agencies or agencies from which a Trust Beneficiary receives or expects to receive benefits as well as to a governmental taxing agency involved with the tax affairs of a Trust Beneficiary.

C. The Administrative Trustee's decision shall be the sole and final determination as to the sufficiency of any and all written authorizations or requests for records and/or documentation related to the Administrative Trustee.

D. The Founding Trustee's decision shall be the sole and final determination as to the sufficiency of any and all written authorizations or requests, if any, for records and/or documentation related to the Founding Trustee.

6.8 Certified Public Accountant/Auditor. The Founding Trustee, at its own expense, shall have the right to nominate an independent certified public accountant or auditing firm satisfactory to the Administrative Trustee, who shall have full and complete access, during reasonable business hours, to Administrative Trustee's records, papers, electronic documents,

journals, ledgers, and other supporting documentation to verify the accuracy of the accounting in whole or a TSA or Master Account made under this Trust. The certified public accountant or auditor shall have the right to inspect all of the Administrative Trustee's books, records, including without limitation financial statements, general ledger and registers, and all supporting business records of the transactions identified on such records. The relevance of information is at the sole discretion of the certified public accountant or auditor, and it is not subject to approval by the Administrative Trustee. The certified public accountant or auditor may specify the form and location in which records shall be provided for the audit, including without limitation requiring electronic and computer records in their native form.

6.9 Costs of Defending Trust. Fees, costs and expenses of defending the Trust or a Trust Beneficiary with respect to matters arising out of the administration of the Trust, the Master Trust or the Joinder Agreement, including any matter involving litigation or the resolution of a dispute with a government agency in which the Founding Trustee or the Administrative Trustee is involved in legal action or dispute resolution as a result of its or their service to the Trust (even if against each other), 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 be charged against the TSA that is affected by the action defended against. As to the payment of attorney's fees and costs, a bill or statement on law firm letterhead or under signature of a law firm, shall be sufficient proof to the Trustee and the Trustee shall bear no liability for releasing funds once such a bill or statement is provided.

ARTICLE 7 DISTRIBUTIONS AT THE TRUST BENEFICIARY'S DEATH

7.1 Death of Trust Beneficiary/Notice/Accounting. The death of a Trust Beneficiary shall be established by a copy of the deceased Trust Beneficiary's death certificate. The Administrative Trustee shall provide the Founding Trustee with a copy of the death certificate not more than ten business days after receipt. The Administrative Trustee shall continue to provide the Founding Trustee with an accounting of the deceased Trust Beneficiary's TSA and any related matters to that Trust Beneficiary from the last accounting until the account has been closed in full.

7.2 Surplus Trust Property. Any amounts that remain in a deceased Trust Beneficiary's TSA shall be deemed "surplus property" and shall be retained and administered strictly according to 42 USC 1396p(d)(4)(C) and related federal and State statutes, rules and regulations and Section 7.3 below.

7.3 Treatment of Assets Not Retained as Surplus Property/Payback. If 100% of the surplus property is retained then there is no payback to the State(s) and no need to obtain information related to any liens. To the extent that any such surplus property is not retained by the Trust, it shall be the responsibility of the Administrative Trustee to obtain lien information on any and all liens of any state and the Administrative Trustee shall distribute such surplus property as follows:

A. First, the Administrative Trustee may pay administrative expenses authorized under the Social Security POMS Section SI01120.203;

B. Second, the Administrative Trustee shall distribute such property to each state in which the Trust Beneficiary received government assistance, based on each state's proportionate share of the total government assistance paid by all of the states on the Trust Beneficiary's behalf and up to the amount of that assistance. The Trust Beneficiary's Legal Representative or Advocate, if any, shall be responsible for determining the amount of such state reimbursement claims ("Payback Amount"). This repayment to the states shall be given priority over any and all other fees, costs, expenses and taxes to the degree enumerated 42 USC 1396p(d)4. The Administrative Trustee is authorized to rely on statements of claims provided by the Trust Beneficiary's Legal Representative or Advocate that have been received from the applicable state's Medicaid agency. The Payback Amount shall be for medical assistance and/or services paid on behalf of the Trust Beneficiary during the Trust Beneficiary's lifetime or as required by law.

C. Notwithstanding anything to the contrary herein, if the Payback Amount meets or exceeds the amount remaining in the Trust Beneficiary's TSA as of the date of death, then the TSA in its entirety shall be deemed surplus property and shall be retained and administered by the Administrative Trust. Surplus property shall be paid to the Foundation for Indigent Guardianship, Inc., for its use and purposes, provided such payment does not violate any federal or state law, regulation or policy,

D. The restrictions on payments from a Trust Beneficiary's TSA in this paragraph apply only upon the death of the Trust Beneficiary.

ARTICLE 8 TERMINATION OF TRUST OR TRUST SUB-ACCOUNTS

This Trust may not be terminated during the lifetime of a Trust Beneficiary. A TSA may only be terminated at the death of the Trust Beneficiary or if the TSA is depleted of all funds. If termination results from death, the Administrative Trustee must provide the Founding Trustee with an accounting of all TSA activity related to that Trust Beneficiary as provided in Article 7 above. If termination occurs because funds are depleted, then the accounting must be provided to the Founding Trustee in its next monthly accounting.

ARTICLE 9 TRUSTEE POWERS AND DUTIES

9.1 Powers to be Exercised Consistent with Intent and Purpose of Trust. Notwithstanding anything to the contrary in this Trust or any Joinder Agreement, the Administrative Trustee shall exercise all authority and powers in a manner that is consistent with the general principles relating to the law of trusts and specifically as consistent with the purpose and intent of this pooled special needs trust and the law related thereto.

9.2 Employment of Agents and Others. In performing its duties under this Trust, the Administrative Trustee may seek the advice and assistance of any person or entity it deems to be necessary, including, but not limited to, any private, federal, state or local agencies that are established to assist people with disabilities. Exercise of this authority shall be consistent with the representations upon which this agreement was reached, including without limitation the fact

that AGED administers, manages and operates pooled special needs trusts and does so in-house except for investment and money management requiring brokerage services, thereby largely obviating the expense and cost of outside providers and agents, particularly as related to distribution issues.

9.3 Financial Services & Management/Notice. The Administrative Trustee shall, as provided in Florida Statute §518.112(3), delegate to an investment agent the authority to invest and reinvest in such stocks, bonds, other security instruments, or other property, real, personal, or mixed, including the purchase or sale of private annuities, life estates, remainder interests, options on securities and uninsured money market funds as the investment agent may consider advisable or proper without application to or the approval of any court and without being restricted as to the character of any investment. The initial investment agent shall be Wells Fargo.

A. To change the investment agent for any or all FIG related accounts, the Administrative Trustee must give thirty (30) days written notice to the Founding Trustee which shall have thirty (30) days from receipt thereof to object. If the parties cannot reach an agreement within thirty (30) days of the Founding Trustee's response respect to the proposed change, then a mediator shall be involved according to Article 13 below

B. The Administrative Trustee shall not incur liability for any financial loss caused by decision-making delegated to an investment agent pursuant to Florida Statute §518.112(3), as amended, unless such delegation was grossly negligent.

9.4 Distributions for Means Tested Government Assistance Programs. The Administrative Trustee shall be responsible for maintaining all records relating to the Joinder Agreements, TSAs and Master Account and any records related to FIG.

A. If the Administrative Trustee is asked to release principal or income of a TSA to or on behalf of a Trust Beneficiary to pay for goods or services which a Means Tested Government Assistance program would otherwise provide (were it not for the existence of the TSA or this Trust), or in the event the Administrative Trustee is asked to petition the court or an administrative agency for the release of trust principal or income for this purpose, the Administrative Trustee is authorized to deny such requests.

B. The Administrative Trustee is authorized, however, in its sole and absolute discretion, to take whatever administrative or judicial steps that may be necessary to continue the Trust Beneficiary's eligibility for Means Tested Government Assistance, including, without limitation: obtaining instructions from a court of competent jurisdiction ruling that the Trust corpus and TSA is not available to the Trust Beneficiary for Means Tested Government Assistance eligibility purposes; and/or that the distribution is for a medically necessary product or service from a physician, advanced nurse health care practitioner, licensed social worker, health care provider or facility licensed in the state in which the Trust Beneficiary resides.

9.5 Administrative Trustee's Approval and Execution of Joinder Agreements. All Trust Beneficiaries must meet the medical definition of disability as that term is defined under 42 U.S.C. §1382c(a)(3).

9.6 Trustee Identification of Programs/Qualifying for Assistance. The Administrative Trustee may, in its sole and absolute discretion, identify programs that may be of legal, social, financial, and developmental or of other assistance to a Trust Beneficiary. The Administrative Trustee may also, in its sole and absolute discretion obtain and maintain eligibility of any Trust Beneficiary for Means Tested or other Government Assistance.

A. The Administrative Trustee shall not in any event be liable to any Trust Beneficiary for failure to identify all programs or resources that may be available to such Trust Beneficiary because of his or her disabilities or to create programs when such programs do not currently exist.

B. Furthermore, the Administrative Trustee is not responsible for qualifying any Trust Beneficiary or applying for any Government Assistance programs or for providing legal advice in obtaining such qualification or the application process. It remains the responsibility of the Trust Beneficiary, the Trust Beneficiary Advocate and/or his or her Legal Representative to seek out, qualify for, and apply for appropriate assistance programs, as well as obtaining independent legal counsel (if appropriate).

C. Within fifteen (15) business days of receipt, AGED shall provide FIG notice of any denial related to the MTD or any Joinder Agreement by any Federal or State agency or by any Court. A copy of the notice of denial, or the correspondence or email or other communication indicating the denial by the agency or the court shall accompany the notice to FIG.

9.7 Resignation or Termination of Administrative Trustee. The Administrative Trustee may resign or may be removed by Founding Trustee upon thirty (30) days written notice to the Administrative Trustee. Upon the resignation or termination of the Administrative Trustee, the Founding Trustee shall appoint a successor Trustee. The nominated successor Trustee shall assume its duties under this Trust free of liability from the acts or omissions of any predecessor Trustee.

A. Within thirty (30) days of the resignation or termination of an Administrative Trustee, the departing Administrative Trustee shall prepare and submit a final accounting of all funds held, managed or administered by the departing Administrative Trustee as related to FIG to the Founding Trustee, the Trust Beneficiaries, Trust Beneficiary Advocates or Trust Beneficiary's Legal or Designated Representative as may be appropriate.

B. The Founding Trustee shall have 30 days from receipt of the notice of resignation, dissolution, or discharge of a departing Administrative Trustee to select and contract with a successor Administrative Trustee, in the sole and absolute discretion of Founding Trustee. The successor Administrative Trustee shall be a not-for-profit organization and may be organized and authorized to serve as Administrative Trustee for pooled special needs trusts.

C. If the Founding Trustee has not acted within 45 days to designate a successor Administrative Trustee, even though contract negotiations may be ongoing, any Trustee, Trust Beneficiary or Trust Beneficiary's Legal Representative, may petition a court of competent jurisdiction to appoint a successor Administrative Trustee. In order to provide smooth administration and to further protect the interests of the Trust Beneficiaries, service providers

shall be authorized to continue services to the Trust Beneficiaries even though there may be no Administrative Trustee. If there is no available successor Administrative Trustee, the Administrative Trustee resigning or being removed may turn over the custody and control of the assets and records related to FIG to the Founding Trustee or by depositing such funds and records with a court of competent jurisdiction.

D. If the parties cannot reach an agreement with respect to the issues raised above, then a mediator shall be involved according to Article 13 below.

9.8 Administrative Trustee to Receive Full Consideration for Trust Assets. No authority described in this Trust or available to the Administrative Trustee pursuant to applicable law shall be construed to enable an Administrative Trustee to purchase, exchange, or otherwise deal with or dispose of the assets of any TSA for less than full and adequate consideration in money or money's worth, or to enable any entity or person to borrow from the assets of any TSA, directly or indirectly.

9.9 Indemnification and Hold Harmless/Administrative Trustee. The Administrative Trustee, agents and employees of same, including the heirs, successors, assigns, and personal representatives thereof, are hereby indemnified and held harmless 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 an Administrative Trustee or affiliated with an Administrative 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 Administrative Trustee, and its agents and employees, including the heirs, successors, assigns, and personal representatives, shall not be indemnified with respect to matters as to which he, she, them 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 defenses to which the Administrative Trustee, their agents and employees, including the heirs, successors, assigns, and personal representatives of their agents, may be entitled as a matter of law or otherwise.

9.10 Indemnification and Hold Harmless/Founding Trustee. The Founding Trustee, agents and employees of same, including the heirs, successors, assigns, and personal representatives thereof, are hereby indemnified and held harmless 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 Founding Trustee or affiliated with a Founding 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, Founding Trustee and its agents and employees, including the heirs, successors, assigns, and personal representatives, shall not be indemnified with respect to matters as to which he, she, them 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 defenses to which the Founding Trustee, their agents and employees, including the heirs, successors, assigns, and personal representatives of their agents, may be entitled as a matter of law or otherwise.

9.11 Management and Administration of Joinder Agreements and TSAs. The Administrative Trustee may receive, hold, manage and control all the income and principal and to do such other acts or things concerning the TSAs related to FIG whether such TSA was transferred to or created after this Trust is actually executed.

A. Except as may be otherwise provided in this Trust, and so long as the Administrative Trustee acts in accordance with §518.11 and §518.112 Florida Statutes, the Administrative Trustee may exercise all powers under any and all Federal and Florida laws that may exist and be applicable to trusts (such as under Florida Statutes Chapter 736) in effect on or after the execution and approval of a Joinder Agreement.

B. The Administrative Trustee shall not be bound by Florida Statute Chapter 738 regarding the allocation among principal and income, or any statutory limitations regarding an Administrative Trustee who is also a Trust Beneficiary (which is specifically prohibited) or any statutory or common law requirements regarding productivity of trust property.

C. The Administrative Trustee retains sole discretion of when to post interest, dividends, gains or losses ratably to TSAs provided these postings will be on at least an annual basis. Should bond be necessary for any reason whatsoever, such bond shall be a proper expense and may be allocated either directly to the TSA requiring such bond or across all Trust TSAs on a pro-rata basis.

D. Without in any way limiting the Administrative Trustee's powers or discretion as provided above, the following are *examples* of the authority granted the Administrative Trustee, in its sole and absolute discretion, or its investment agent:

i) The Administrative Trustee may invest in income or non-income producing assets; and

ii) The Administrative Trustee may acquire and maintain an interest in residential real estate that is suitable for occupancy by a Trust Beneficiary. The Administrative Trustee may title any such residential real estate as the Administrative Trustee determines to be in the best interest of such Trust Beneficiary to meet a sole benefit requirement and preserve the Trust Beneficiary's eligibility for Means Tested Government Assistance. The Administrative Trustee may permit a Trust Beneficiary to occupy or use residential real property without charge or charge rent from the Trust Beneficiary in such manner as best serves the Trust Beneficiary's special needs. Without regard to how residential real estate may be specifically titled, the Administrative Trustee may pay out of the income or principal of a TSA any taxes, insurance and/or maintenance or other expenses to keep residential property in suitable condition and repair. The Administrative Trustee may collect rent from the Trust Beneficiary or other occupants of the property, but shall not be obligated to do so. In exercising the powers herein, the Administrative Trustee shall have absolute discretion and continue to fulfill its primary duty of taking in to consideration the intent and purpose of this Trust and the duty to administer the

Trust for the sole benefit of the Trust Beneficiary. All of these powers must be exercised for the benefit of a Trust Beneficiary, even if the Trust Beneficiary is residing with a family member or members; and

(iii) The Administrative Trustee may make distribution from a TSA in money or in kind, or partly in money and partly in kind. The determination of the Administrative Trustee in connection with any distributions, including without limitation, values assigned to various assets and decisions to make non-pro rata distributions in kind, shall be binding and conclusive on all interested persons; and,

(iv) The Administrative Trustee may retain any real or personal property, whether or not the property is income producing; and,

(v) The Administrative Trustee may, with the prior written consent of Founding Trustee, initiate, pay, compromise or adjust any claims or lawsuits related to any FIG matter; and

(vi) The Administrative Trustee may continue or participate in the operation of any business or other enterprise and to effect incorporation of a new entity or its dissolution or other changes in the form of the organization of the business or enterprise. The Administrative Trustee may enter into such agreements as may be necessary with the shareholders, directors, members, partners or owners of such organizations or entities; and

(vii) With respect to any FIG related matter, the Administrative Trustee may employ such accountants, attorneys, investment counselors, consultants, and other agents including legal representatives and their attorneys, as may be necessary, may pay them reasonable and customary fees for their services, and may reimburse them for reasonable and necessary costs and expenses attributable to those services; and

(viii) The Administrative Trustee may transfer assets from one TSA into another trust but only to a trust authorized by 42 U.S.C. §1396p(d)4 for the sole benefit of a Trust Beneficiary for that TSA. Neither the transfer nor the receiving trust may eliminate the Trust Beneficiary's eligibility for needs-based Government Assistance. Such transfers cannot be made if either the transfer or the recipient trust will diminish a right that may exist in any governmental entity to recover assets from the TSA. The Administrative Trustee shall give the Founding Trustee forty-five (45) days written notice of the proposed transfer and the Founding Trustee shall have forty-five (45) days to respond. If the parties cannot reach an agreement with respect to the issues raised in proposed transfer, then a mediator shall be involved according to Article 13 below; and

(ix) The Administrative Trustee may allow temporary possession and use of available personal property held by the Administrative Trustee for the personal use by a Trust Beneficiary or for the benefit of that Trust Beneficiary without requiring any payment for such use; and

(x) The Administrative Trustee may make adjustments between principal and income as provided in Chapter 738 of the Florida Statutes; and

(xi) The Administrative Trustee may hold assets in nominee form, continue a business, carry out agreements, deal with itself, deal with other fiduciaries and deal with other business organizations in which the Administrative Trustee may have an interest; and

(xii) The Administrative Trustee may distribute from a TSA in cash or in kind, or partly in each, at fair market value on the date of distribution without requiring pro rata distribution of specific assets and without requiring pro rata allocation of the tax basis of such assets.

ARTICLE 10 NO COURT SUPERVISION OF TRUST

10.1 No Court Supervision. This Trust is intended to be administered free from the supervision of any court. The Founding Trustee, or the Administrative Trustee with the written consent of Founding Trustee may, in its discretion, initiate proceedings to seek judicial instructions of matters relating to the construction, interpretation, management or administration of the Joinder Agreements, TSAs, Master Account as related to FIG.

10.2 Trust Beneficiary Under Guardianship. If the Administrative Trustee approves and executes a Joinder Agreement for a Trust Beneficiary who is a Ward in an ongoing guardianship or conservatorship and if the court having jurisdiction over the matter so orders, the Administrative Trustee shall deliver a statement of account activity to the attorney representing the Trust Beneficiary in the guardianship or conservatorship proceedings or, if none, directly to the court. The Administrative Trustee shall obtain and maintain conformed copies of the Letters of Guardianship, the Order Appointing Guardian and any Orders related to the establishment, creation, execution or funding of a Joinder Agreement or TSA.

ARTICLE 11 LIMITATION OF LIABILITY

As evidenced by the execution of this Trust and, as may be applicable, a Joinder Agreement, the Parties acknowledge and understand that neither the Founding Trustee, the Administrative Trustee nor any of their successors, assigns, agents, directors, officers or employees shall be liable to any Trust Beneficiary, Trust Beneficiary Advocate, or a Trust Beneficiary's Legal or Designated Representatives, or any of their heirs, successors and assigns or any other party for actions made and taken in good faith.

ARTICLE 12 HIPAA RELEASE.

By signing a Joinder Agreement to this Trust and pursuant to the terms of this Article, a Trust Beneficiary authorizes the release of all his or her personally identifiable health information and medical records to the Administrative Trustee and its designated employees and agents. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. I 320d and 45 C.F.R. 160-164 and to all entities and individuals covered by HIPAA. Unless otherwise mandated by law, this authority has no expiration date and will only expire if revoked in writing by one of the persons granting it and when delivered to the applicable health care provider.

ARTICLE 13
NO REQUIREMENT TO FURNISH BOND

Neither the Founding Trustee nor the Administrative Trustee shall be required under this instrument to furnish bond for the faithful performance of the powers and duties set forth in this Trust or a Joinder Agreement. If bond is required by any law or court of competent jurisdiction, no surety shall be required on such bond, unless ordered by the Court. Such bond shall be a proper expense of the Trust or a TSA as determined, in the sole and absolute discretion of affected Trustee.

ARTICLE 14
MEDIATION

In the event of a dispute in any way or arising out of this Trust or in a Joinder Agreement that cannot be resolved by the parties as required by this Trust or the Joinder Agreement, then the parties to the dispute shall subject the matter to a Mediator chosen by those parties. If the parties cannot agree on a Mediator within fifteen (15) days requesting mediation and proposing a Mediator, then the mediators proposed by the parties shall select a Mediator and that selection shall be binding. The Mediation shall occur within thirty (30) days of the request for mediation or as soon as the Mediator's schedule will allow. The fees, cost and expense of mediation shall be borne by the Trust Beneficiary's TSA or the Administrative Trustee or Founding Trustee as may be appropriate according to the nature of the dispute and agreement of the parties. If the parties cannot agree, then the issue of payment of fees and costs or whichever is disputed and the source of such payment shall be a subject of the mediation. Affected parties may request mediation from other affected parties at any time during the notice and response timeframes described herein, but the other parties are not required to mediate earlier than as required.

ARTICLE 15
JURISDICTION/VENUE

15.1 Jurisdiction. This Trust shall be subject to a court of competent jurisdiction as may be invoked by the Founding Trustee, Administrative Trustee or other interested party or as otherwise provided by law or court order.

15.2 Venue. Venue for any dispute regarding this Trust, a Joinder Agreement, a TSA, the Master Account or any matter related to FIG shall be solely in Leon County, Florida, or as the Founding Trustee may indicate in writing from time to time.

ARTICLE 16
GOVERNING LAW

This Trust and any Joinder Agreements approved and executed related to FIG shall be governed exclusively by, and interpreted exclusively in accordance with, the laws of the United States and the State of Florida.

ARTICLE 17

NOTICES/CHANGE OF CONTACT

17.1 Notice in Writing. All notices and consents required or contemplated in this Trust shall be in writing and shall be furnished by certified mail, return receipt requested, or by personal delivery with a receipt acknowledged in writing, to the Parties at the addresses listed in this Trust or the Joinder Agreement as may be appropriate.

17.2 Contact Information. The parties are required to provide updated contact information, including without limitation, name, physical address and post office box, if any, as well as telephone and email addresses. The updated information shall be provided in writing to the affected parties within ten (10) days of the change.

ARTICLE 18

MISCELLANEOUS

18.1 Severability. Any provision of this Trust or a Joinder Agreement that is adjudged invalid or unenforceable under the laws of any place where the terms of the Trust or the Joinder Agreement are to be performed, or are sought to be enforced, shall be deemed inoperative without invalidating such provision elsewhere and without invalidating any of the other provisions of this Trust or a Joinder Agreement.

A. If any provision of this Trust or a Joinder Agreement approved and executed pursuant to this Trust disqualifies a Trust Beneficiary for Means Tested Government Assistance, the offending provisions may be voided to avoid such disqualification.

B. Any language of this Trust that, at any time, causes this Trust to not qualify as a Trust under 42 U.S.C. §1396p(d)(4)(C) shall be considered void, ab initio, and the remainder of the Trust shall continue in full force and effect.

18.2 Section Headings. Section headings are for purposes of convenience only and shall have no bearing on the interpretation of any provision of this Trust.

18.3 Delegation of Duties. Unless otherwise provided to the contrary either expressly or by the content or context of this document, statements in this Trust that refer to a right or responsibility by the Administrative Trustee may be delegated to service providers to the such delegation is consistent with the intent and purpose of this trust, as permitted by law and to the extent such delegation is agreed to, in writing, by the Founding Trustee and the service provider.

18.4 Legal Citations. If a legal citation is incorrectly stated, the correct citation shall be deemed to have been stated. If a Florida citation is described but the law of another state is applicable, the then applicable citation for such state shall be deemed to have been described. Citations shall include amendments that may be made from time to time.

18.5 Gender and Number. Whenever necessary or appropriate, the use herein of any gender shall be deemed to include the other genders and the use herein of either the singular or the plural shall be deemed to include the other.

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Florida Public Guardianship Pooled Special Needs Trust this 26 day of November 2016.

**THE FOUNDATION FOR INDIGENT
GUARDIANSHIP, INC.**

By: _____

Name: Charles Alkian
Its: President as Founding Trustee

The foregoing Restatement of the Florida Public Guardianship Pooled Special Needs Trust was signed, sealed, declared and published by Charles Alkian as President of The Foundation for Indigent Guardianship, Inc., as Founding Trustee, in the presence of us the below named witnesses this 26 day of November, 2016.

WITNESSES:

Denise Whalin
Signature
Print Name: Denise Whalin

Blanche F. Mollohan
Signature
Print Name: Blanche F Mollohan

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing Restatement of the Florida Public Guardianship Pooled Special Needs Trust was signed, sealed, declared and published by Charles Alkian as President of The Foundation for Indigent Guardianship, Inc., as Founding Trustee, who is are personally known to me, in the presence of the above named witnesses this 28 day of November, 2016.



Patti Furr Benianto
Notary Public

ADVOCATES & GUARDIANS FOR
THE ELDERLY & DISABLED, INC.

By: Alice Dexter

Name: Alice Dexter

Its: President as Administrative Trustee

The foregoing Restatement of the Florida Public Guardianship Pooled Special Needs Trust was signed, sealed, declared and published by Alice Dexter as President of Advocates & Guardians for the Elderly & Disabled, Inc., as Administrative Trustee, in the presence of us the below named witnesses this 29 day of November 2016.

WITNESSES:

Sharon G. Reich
Signature
Print Name: Sharon G. Reich

Nicholas Barton
Signature
Print Name: Nicholas Barton

STATE OF FLORIDA
COUNTY OF Sevier

The foregoing Restatement of the Florida Public Guardianship Pooled Special Needs Trust was signed, sealed, declared and published by Alice Dexter as President of Advocates & Guardians for the Elderly & Disabled, Inc., as Administrative Trustee, who is personally known to me, in the presence of the above named witnesses this 29 day of November, 2016

Nicholas Barton
Notary Public

