



**MASTER TRUST DECLARATION
OF
ADVOCATES & GUARDIANS FOR THE ELDERLY & DISABLED, INC.
FOR THE
AGED POOLED SPECIAL NEEDS TRUST**

WHEREAS, on April 1, 2004, Advocates & Guardians for the Elderly & Disabled, Inc., a Non-Profit Corporation organized under the laws of the State of Florida (hereinafter "AGED") executed the AGED Pooled Trust (hereinafter "Trust").

WHEREAS, the Master Declaration of Trust specifically granted authority to amend the Trust from time to time so as to effectuate its purposes and intent and comply with any changes in the law;

WHEREAS, on March 19, 2010, AGED executed a Restatement of the Trust to incorporate changes in the law that had occurred in the interim period;

WHEREAS, the Trust continues to specifically grant authority to amend the Trust from time to time so as to effectuate its purposes and intent and comply with any changes in the law;

NOW THEREFORE, in order to continue to meet the purposes of the trust, to clarify the construction and administration of the trust and to comply with specific requests of a state law, AGED hereby exercises its authority to amend the AGED Pooled Trust and restates such trust in its entirety to be effective prospectively and retroactively to the date of its inception immediately upon its execution, nunc pro tunc, on this 26 day of February 2021.

**ARTICLE 1
ESTABLISHMENT**

1.1 Trust. This Trust is hereby established as a Pooled "Special Needs" Trust pursuant to 42 U.S.C. § 1396p for the benefit of disabled persons who become beneficiaries of this Trust.

1.2 Name. The name of the Trust established under this Declaration is the AGED Pooled Special Needs Trust (hereinafter 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.

1.3 Effective Date of Trust. The effective date of the Trust remains as the date of the establishment of the original Trust on April 1, 2004 and the terms of this Amended and Restated Trust shall govern the administration of this Trust and all Individual Benefit Accounts (hereinafter "IBA") administered by the Trust that were established on or after April 1, 2004. In addition, the Trust will also continue to use the same tax identification number as used by the original Trust.

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

1.5 Amendments. Notwithstanding the irrevocability of this Declaration of Trust and the Trust created hereunder, as set forth in paragraph 1.4 above, this Declaration and the Trust created hereunder may be amended from time to time to effectuate its purposes and intent. The Trustee may also, but is not required to, amend this Declaration and the Trust created hereunder 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 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. The Trust may also be amended to clarify the construction and administration of the Trust; to comply with the specific requests of the State that may be applicable to the Trust or a Trust Beneficiary; 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. The Trustee or AGED may also, but shall not be required to, submit any amendment to a court of competent jurisdiction for approval. However, 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 6 hereof; render a previously made irrevocable contribution revocable; cause the Trust to fail to comply with any provision of 42 U.S.C. §1396p, related statutes and/or regulations; or abandon or otherwise abrogate the basic purposes or objectives of the Trust. Amendments made to the Declaration and Trust created hereunder shall not require notice to beneficiaries.

1.6 Description of the Trustee. AGED 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 with a corporate purpose of serving as Trustee of the type of trust created under this agreement.

1.7 Purpose, Intent and Design. The purpose of this Trust is to provide supplemental care to the disabled beneficiaries who are subscribed to the Trust with funds transferred to it on their behalf. No funds in this Trust shall be considered to be owned by a beneficiary who is receiving needs-based governmental or quasi-governmental benefits. This Trust is created with the express intent that the beneficiaries hereof qualify or continue to be eligible for needs-based governmental or quasi-governmental assistance, including Medicaid, SSI, housing assistance and other need-based programs.

It is the intent of this trust to enable AGED to further its not-for-profit purpose by providing funding for professional and compassionate legal guardianship services to benefit disabled persons regardless of their ability to pay for such services. A purpose of this pooled trust is to provide a "safe harbor" for the assets of disabled beneficiaries. Beneficiaries of this

pooled trust will have the sole benefit of the funds in their respective IBAs, up to the full value of their contribution..

The purposes and intent of this Trust shall be the polestar for administration and interpretation of trust provisions. Whatever vagaries exist shall be interpreted as broadly as possible to best advance the purposes and intent stated herein.

ARTICLE 2 DEFINITIONS

2.1 "Beneficiary" means a disabled person, 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 who is designated by a Grantor to be the sole recipient/beneficiary of services and benefits under a particular IBA created under and within this Trust by said Grantor.

2.2 "Beneficiary Advocate" means the person and successor persons, as may be applicable, named in the Joinder Agreement. The Trustee is authorized to communicate and to obtain advice and instructions from the Beneficiary Advocate with regard to a Trust Beneficiary's investment interests, health care, social activities, care management, residential options and other issues relating to the life care of the Trust Beneficiary. Provided, however, the Trustee has the right to exercise its discretion whenever the Trustee believes appropriate even though contrary to the advice of the Beneficiary Advocate.

2.3 "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 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 Supplemental Security Disability Income program (SSDI), and the Medicaid program, including the Florida Institutional Care Program (ICP), Home and Community Based Services (HCBS), 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.

2.4 "Grantor" means a Beneficiary himself or herself, the parent, grandparent or Legal Representative of a Beneficiary, or any person or entity acting pursuant to an order by a court, who contributes a Beneficiary's money and/or property to the Trust. The Grantor shall not be permitted to contribute money and/or property of anyone other than the Beneficiary to the Trust.

2.5 "Individual Benefit Account" means the financial account within the Trust maintained for the sole benefit of an individual Beneficiary and shall be equal to the initial value of the assets contributed on the Beneficiary's behalf less disbursements made on behalf of the Beneficiary, increased by earnings and appreciation, less taxes, expenses, depreciation and fees as set forth in the Joinder Agreement. The letters IBA refers to the Beneficiary's Individual Benefit Account.

2.6 "Joinder Agreement" means the individual written agreement between the Trustee and a Grantor by which the Grantor establishes an IBA for the sole benefit of a Beneficiary.

2.7 "Legal Representative" means a legal guardian, conservator, agent acting under an appropriate power of attorney, trustee, representative payee, or any other legal representative or fiduciary of a Beneficiary acting within the scope of authority.

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

2.9 "Qualified Persons" AGED, the Trustee, any of AGED's and the Trustee's successors, assigns, agents, directors, officers, employees and members of AGED's Advisory Council.

2.10 "Service Provider" shall mean a person or organization selected by the Trustee to perform a service to the trust or to an IBA and who shall, consistent with the purpose, intent and design of this trust specifically detailed in Article 1.7, serve as agent of the Trustee.

2.11 "Successor Trustee" means a person or entity meeting the requirements of 42 U.S.C. §1396p(d)(4)(c)(i) selected by AGED in its sole and absolute discretion in accordance with the terms and provisions of Article 8 hereinafter.

2.12 "Supplemental Care," "Special Needs" and "Supplemental 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 assistance or government assistance that may be available to a Beneficiary.

2.13 "Trustee" or "Trustees" shall both mean collectively the duly authorized and then serving Trustee(s) of this Trust, which, at Trust inception means AGED, or its successors in interest.

2.14 "Co-Trustee" means a person, entity or both selected by the Trustee and named as such to assist with the management, administration, allocation and/or disbursement of Trust assets and property.

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 public and private assistance benefits of the Beneficiaries should not be terminated or made unavailable to them because of this Trust or the assets held in any IBA for their benefit. This is not a support trust, and assets held in this Trust and the IBAs of this Trust shall only be used for the Beneficiaries' supplemental care and/or supplemental needs. The Grantor and Trustees 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 act unreasonably in exercising its discretion, and the judgment of any other person or entity shall not be substituted for the judgment of the Trustee.

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

ARTICLE 4

GRANTORS CONTRIBUTIONS

4.1 Grantors' Intent to Establish a Supplemental Fund. In making contributions to the Trust, Grantors have no intent to displace any public and/or private financial assistance that may otherwise be available to any 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 and to limit the Trustee's disbursements to, or on behalf of, a Beneficiary for such Beneficiary's supplemental care and special needs only. The Grantor shall only fund the trust with, and the Beneficiary's IBA shall only contain, the assets and/or income of the Beneficiary.

4.2 Irrevocability of Joinder Agreements. Subject to approval of a Joinder Agreement by the Trustee, this 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 such approval and delivery of Property acceptable to the Trustee, the following provisions apply:

a) The Grantor/Beneficiary shall have no further interest in and does relinquish and release all right, control over, incidents of ownership or interest of any kind or nature in and to the IBA and the assets in the IBA (including any and all subsequent additions to the Beneficiary's IBA). Any special instructions for the benefit of the Beneficiary shall be described in the Joinder Agreement.

b) Upon delivery to and acceptance by the Trustee of the assets funding the IBA, the contribution shall become irrevocable and non-refundable. Acceptance by the Trustee is indicated by the deposit of funds into an account in the name of the Trust to the extent of such deposit. The designation of the Beneficiary may not be revoked or changed by the Grantor or Trustee.

c) A Beneficiary Advocate and a Successor Beneficiary Advocate are to be named in the Joinder Agreement, subject to the approval of the Trustee and/or AGED. A court appointed guardian of a Trust Beneficiary will be given preference to serve as a Beneficiary Advocate. AGED may, in its discretion, remove a Beneficiary Advocate if AGED believes a Beneficiary Advocate is not acting in the best interest of the Trust Beneficiary. If no successor Beneficiary Advocate is named in the Joinder Agreement, the Trustee may, in its sole and absolute discretion, appoint a successor Beneficiary Advocate. In addition, if AGED deems it appropriate, AGED can require a person requesting a payment from an IBA to obtain an order permitting such payment from a court of competent jurisdiction or prove that the payment is for a

medically necessary product or service from a physician or facility licensed in the state in which the Trust Beneficiary resides.

d) Final and Contingent beneficiaries are to be named in the Joinder Agreement together with desired amounts and/or percentages for them. Also, any special instructions relating to the Final and Contingent Beneficiaries should be described in the Joinder Agreement. Once named, the beneficiary designations are irrevocable and may not be revoked or changed and the Joinder Agreement itself is not assignable to any other person or entity by any Grantor.

e) If any conflicts exist between the provisions of this Trust and any other documents, including, but not limited to, the Joinder Agreement, the provisions of this Trust shall control.

4.3 Effect of Grantors' Contributions. Specifically subject and subordinate to Article 3 above, and to the Trustee's sole and absolute discretion in making distributions (which discretion and responsibility may be delegated pursuant to Article 9 below), the effect of Grantors' contributions to the Trust for a Beneficiary is 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 IBA, plus any undistributed income and/or other such undistributed gain attributable to that IBA.

ARTICLE 5

DISTRIBUTIONS DURING THE BENEFICIARY'S LIFETIME

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

5.1 Distributions Within Discretion of Trustee. The Trustee (or its duly authorized agent) 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 IBA 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 subject to the restrictions explained in Article 5.2 and throughout this trust. 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 an IBA shall be added to the principal of that IBA at least annually. The Trustee shall have the discretion to transfer assets from the Trust into another Trust but only to one authorized by 42 U.S.C. §1396p(d)(4) for the sole benefit of a beneficiary so long as the receiving Trust does not eliminate the beneficiary's eligibility for need-based public benefits and does not diminish a right that may exist in any governmental entity to recover assets from that IBA.

5.2 Distributions Not to Replace Assistance. Distributions from this Trust shall not be made to or for the benefit of a Beneficiary if the effect of such distribution would be to disqualify a Beneficiary from eligibility for a governmental, quasi-governmental or other need based program; provided, however, that the Trustee may, in its sole and absolute discretion, make a distribution for food or shelter even though it may reduce or eliminate, for a period of time, SSI or other government benefit received by the Beneficiary if the Trustee determines, in its sole and absolute discretion, that such distribution would be in the Beneficiary's best interest.

Distributions that the Trustee may or may not have made in the past because of less restrictive government assistance programs that the Beneficiary did not apply for, qualify for and/or receive, shall not serve to provide a pattern of any sort that establishes a duty or discretion in the 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. If the Trustee makes a distribution that would have the effect of reducing or eliminating, for a period of time, such benefits, the Beneficiary Advocate or the Beneficiary him or herself shall be required to report such distribution to the Social Security Administration or other relevant government agency and the Trustee shall not have any independent obligation to make such report.

The Trust corpus and income is specifically not available to any Beneficiary except to the extent of distributions made by the Trustee to a Beneficiary. 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 shall 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 if the payment would cause a disqualification from public benefits that the beneficiary is receiving. Distributions that the Trustee may or may not have made in the past because of less restrictive government assistance programs, more restrictive government assistance programs, or government assistance programs that the Beneficiary did not apply for, qualify for, and/or receive, shall not serve to provide a pattern of any sort that establishes a duty or discretion in the 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.

5.3 The Trustee, in its sole and absolute discretion, may make any payment from an IBA as follows:

- a) in any form allowed by law;
- b) to any person deemed suitable by the Trustee; and/or,
- c) by direct payment or reimbursement for the requisites, expenses and/or desirable distributions of or for a Beneficiary according to the terms provided herein.

5.4 Government Assistance. To achieve the express purpose and objective of this Trust, the Trustee will seek to preserve and enhance the Government Assistance that would otherwise be available to a Beneficiary but shall not be responsible therefor.

ARTICLE 6

DISTRIBUTIONS AT THE BENEFICIARY'S DEATH

6.1 Death of Beneficiary. Upon the death of a Trust Beneficiary, verified by a copy of the deceased Beneficiary's death certificate, unless the Trust Beneficiary's Joinder Agreement provides to the contrary, any amounts that remain in a deceased Beneficiary's IBA shall be deemed surplus Trust property and shall be retained by the Trust. In the Trustee's sole discretion, such retained surplus Trust property shall be used in accord with the following provisions:

- a) for the direct or indirect benefit of other Beneficiaries;
- b) to add disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), as Beneficiaries;
- c) to provide disabled persons as defined in 42 U.S.C. §1382c(a)(3), either directly or through other not-for-profit organizations, with equipment, medication, education or other services deemed suitable for such persons by the Trustee; or
- d) to provide disabled persons as defined in 42 U.S.C. §1382c(a)(3) with professional guardianship services.

6.2 Treatment of Assets Not Retained as Surplus Trust Property. To the extent the Joinder Agreement does not provide for the Trust's retention of 100% assets remaining in the Beneficiary's IBA at the time of the Beneficiary's death, or if surplus Trust property is not retained by the Trust for any other reason, the Trustee shall distribute such trust property as follows:

- a) First, the Trust shall retain the portion of the assets that are remaining in the IBA that has been authorized by the Grantor in the Joinder Agreement to be retained as surplus Trust property and be used as set forth in this Article; then
- b) Second, the Trustee may pay allowable administrative expenses as permitted by the Social Security Program Operations Manual System ("POMS") SI 1120.203E or its successor provision with the POMS; then
- c) Third, the Trustee shall pay to the State(s) from such remaining amounts in the Beneficiary's IBA an amount equal to the total amount of medical assistance paid on behalf of the Beneficiary under the State Medicaid plan(s). If the Beneficiary's IBA does not have sufficient funds upon the Beneficiary's death to reimburse in full each State that provided medical assistance, the Trustee may reimburse the States on a pro-rata or proportional basis. Any costs associated with this process may be billed to the Beneficiary's IBA to the extent permitted under POMS SI 1120.203E. Notwithstanding anything to the contrary herein, if the government reimbursement claims equal or exceed the IBA Remainder Amount, the IBA Remainder Amount in its entirety shall be deemed surplus Trust property and shall be retained by the Trust; then
- d) Fourth, the Trustee shall distribute all remaining funds to the final remainder beneficiaries (the "Final Remainder Beneficiaries" or "Final Beneficiaries") listed under the Joinder Agreement; provided, however, that if any Final Remainder Beneficiary is a minor, is under any legal disability or is incapacitated, Section 6.3 of this Trust shall apply. If no Final Beneficiary is named in the Joinder Agreement or if all Final Beneficiaries predecease the Trust Beneficiary, the IBA Remainder Share shall be retained by the Trust as provided in the Trust Beneficiary's Joinder Agreement, or if there is no such provision, then it shall be retained by the Trust as surplus Trust property and used as set forth in this Article.
- e) The restrictions on payments from a Trust Beneficiary's IBA apply only upon the death of the Trust Beneficiary. Payments during the lifetime of the Grantor for Trustee

fees, third party debts and administrative expenses may be paid without restriction if otherwise permitted by the Trust.

6.3 Final Remainder Beneficiaries. The Trustee shall have the power to distribute property to a custodian for a minor or other eligible beneficiary under the Uniform Gifts or Transfers to Minors Act under any state's laws (and in so doing shall have discretion to establish a custodianship termination age up to age 25 if then allowed by the Act), or to use any other means of making distributions under applicable law or the terms of this Trust to any Final Remainder Beneficiary who is under legal disability. Such means include making payments for the beneficiary's benefit to the beneficiary's conservator/guardian of the property, guardian of the person, parent or any other suitable adult with whom the beneficiary shall reside, or making other payments on behalf of the beneficiary for the beneficiary's exclusive benefit. Further, the Trustee may make distributions for a Final Remainder Beneficiary who is incapacitated directly on behalf of the beneficiary, or to the guardian/convservator of such beneficiary's estate, to the trustee of the beneficiary's revocable living trust for the beneficiary's own benefit, or to an attorney-in-fact named by the beneficiary. "Incapacitated" shall mean that the Final Remainder Beneficiary has any condition that, in the Trustee's sole and absolute discretion: (a) renders him or her unable to conduct his or her regular affairs; and (b) that is likely to extend for a period longer than ninety (90) days.

ARTICLE 7

ADMINISTRATIVE PROVISIONS RELATING TO IBAs

7.1 Establishment and Maintenance of IBAs. A separate Trust subaccount shall be established and maintained for the sole benefit of each Beneficiary, but the Trust shall pool these IBAs for investment and management purposes. The Trustee may also create a master account or more than one master account to hold assets no longer set aside for a particular beneficiary. The Trustee shall maintain records for each IBA in the name of and showing the contributed property for each Beneficiary.

7.2 Taxes. It is the intent of the parties hereto that each Beneficiary's IBA 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 so as to recognize Grantor Trust status pursuant to §677(a)(3), the Trustee may apply trust income to the payment of premiums on policies of insurance on the life of the Beneficiary of that IBA without the approval or consent of any adverse party within the meaning of §672(a). For the purposes stated herein, the Beneficiary will be treated as the "Grantor" for purposes of §677(a), and all income received, distributed, held, or accumulated by the Trust shall be taxable to the 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 Beneficiary's tax obligations. Further, nothing in this paragraph 8.2 shall affect or modify the intent and/or purpose of the Trust or any of the provisions found in this Declaration of Trust.

7.3 Fees and Expenses. The amount of fees and expenses associated with each IBA shall be set forth and charged in the manner described in the Trust Fee Agreement between the Trust and the Trust Beneficiary. In no event shall the Trust be entitled to any fees or expenses from an IBA unless such fee or expense is for services rendered on behalf of the Beneficiary of the IBA.

7.4 Reports of Accounts. For accounting purposes, the Trust and each IBA thereof shall be operated on a calendar year basis. The Trustee will provide periodic accountings, at least annually, to AGED (if AGED is not then serving as a Trustee), to each Beneficiary (or to his or her Beneficiary Advocate) showing all receipts, disbursements and distributions to or from the Beneficiary's IBA during the previous accounting period. Such accountings shall include a clear and complete statement of the Trust (or, in the case of a Beneficiary or Beneficiary's Legal Representative, the IBA) assets and all of the investments, receipts, disbursements and distributions occurring during the reporting period including all distributions to the Trustee and all agents of both, whether paid in cash, through commission or otherwise. If necessary, the Trustee shall have the right to file its reports in a court of competent jurisdiction when deemed to be appropriate

7.5 Inspection of Trust Records. The IBA records maintained by the Trustee and its agents, along with all Trust records or documentation, shall be available and open at all reasonable times for inspection by a Beneficiary, Beneficiary Advocate or the Legal Representative of a Beneficiary, at the place where these records are maintained. The Trustee shall not be required to furnish Trust records, subaccount records, or documentation to any individual, corporation, or other entity who: a) is not a Beneficiary or Beneficiary Advocate; b) is not the Legal Representative of a Beneficiary; or c) does not have express written authorization of the Beneficiary or Beneficiary Advocate to receive such information. The 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. In addition, the information referred to in Section 7.4 above maybe provided for a Trust Beneficiary's IBA, if requested, to such government agencies or agencies from which a Beneficiary receives benefits and to a governmental taxing agency involved with the tax affairs of a Beneficiary.

ARTICLE 8

TRUSTEE GENERAL PROVISIONS

8.1 Distributions. The Trustee may, in its sole and absolute discretion, distribute income and/or principal, consistent with the restrictions in Article 5 hereof and applicable law, for the sole benefit of a Beneficiary of the Trust. Distributions may be made in cash or in kind and the Trustee shall decide, in its sole and absolute discretion, the nature, amount and propriety of any distribution consistent with Article 5 hereof.

8.2 Trustee May Seek Advice and Assistance. AGED and/or the Trustee may seek advice and assistance from the Beneficiary Advocate or others, including any federal, state or local agencies that are established to assist people with disabilities. The Trustee may use available assets in a Trust Beneficiary's IBA to assist in identifying programs that may be of legal, social, financial, and developmental or of other assistance to a Trust Beneficiary.

8.3 Financial Services & Management. The financial services of accounting, advising and investing may be delegated by the Trustee who is responsible for providing such services. No Trustee shall incur liability for any financial loss caused by decision-making delegated to a financial adviser or manager pursuant to Florida Statute §518.11, as amended, unless such delegation was grossly negligent. The Trustee shall be responsible for the financial management of the trust assets.

8.4 Maintenance and Release of Records. The Trustee shall be responsible for maintaining all records relating to this Trust and all IBAs.

8.5 Trustee's Discretion to Accept Beneficiaries. Trustee shall not be obligated to accept property on behalf of a Beneficiary or modified language of a Joinder Agreement.

8.6 Designation of Co-Trustee. AGED may designate a Co-Trustee, or CoTrustees, as it may deem, in its sole and absolute discretion, to be necessary or advisable.

8.7 Successor Trustee. AGED may, in its sole and absolute discretion, appoint a successor Trustee, as it deems necessary or advisable. It shall be authorized to do so upon written request from a serving Trustee or by any person or entity acting under a court order from a court of competent jurisdiction directing the appointment of a successor Trustee or Co-Trustee. Upon appointment of and written acceptance by a successor Trustee or Co-Trustee, the successor Trustee's or Co-Trustee's responsibilities shall begin immediately. Should there be more than one Trustee through the future appointment of a Co-Trustee and should the CoTrustees be unable to reach an agreement as to a particular action, AGED shall cast any deciding vote. A successor Trustee or Co-Trustee shall have all the rights and responsibilities of the Trustee.

8.8 Resignation or Termination of Trustee. A Trustee and/or a Co-Trustee may resign or may be removed by AGED upon thirty (30) days written notice to AGED and other serving Trustees, if any. Upon such resignation or termination, AGED shall appoint a successor Trustee. A successor Trustee shall assume its duties under this Trust free of liability for the acts or omissions of any predecessor Trustee.

a) Upon the resignation or termination of a Trustee, the departing Trustee shall prepare and submit a final accounting of all funds held by it and shall provide such accounting to AGED, Beneficiaries, and to the Co-trustee(s), if any.

b) AGED shall have 21 days from receipt of the notice of resignation, dissolution, or discharge of a departing Trustee to select and appoint a successor Trustee(s), in the sole and absolute discretion of AGED, which discretion shall be exercised reasonably. It shall be deemed a reasonable appointment if the successor Trustee is a bank, trust company, attorney or other professional fiduciary who or which has demonstrated experience with the administration of special needs trusts. If AGED has not acted within 21 days to select and appoint a successor Trustee, any Trustee, Beneficiary or Beneficiary's representative, may petition a court of competent jurisdiction to appoint a successor Trustee of the Trust. So as to provide smooth administration and to further protect the interests of the Beneficiaries, service providers shall be authorized to continue services to the Trust even though there may be no Trustee. If there is no available Successor Trustee available, AGED may turn over the custody of the assets and records of the IBAs by depositing such funds and records with a court of competent jurisdiction and AGED shall thereby be absolved from any further responsibility therefor.

8.9 Trustee to Receive Full Consideration for Trust Assets. No authority described in this Trust or available to Trustees pursuant to applicable law shall be construed to enable a Trustee to purchase, exchange, or otherwise deal with or dispose of the assets of any Trust sub-

account for less than full and adequate consideration in money or money's worth, or to enable any person to borrow the assets of any IBA, directly or indirectly.

8.10 Compensation. The Trustee or its successors as well as their agents, shall be entitled to reasonable compensation and to reimbursement of costs and expenses properly incurred in the management and administration of the Trust. All compensation shall be made in accordance with the then current and published schedule of fees and charges promulgated by the parties requesting compensation. The Trustee shall have the authority to make such payments directly from a Trust Beneficiary's IBA relating to expenses due to the Trust for services rendered on behalf of the Beneficiary. In addition, the Trust shall also be entitled to additional compensation for other services and expenses rendered to a Trust Beneficiary that were not contemplated at the time of enrollment of the Trust Beneficiary, provided that such additional compensation shall only be payable from the Trust Beneficiary's IBA to the extent that such services were rendered on behalf of the IBA Beneficiary.

8.11 Indemnification. The Trustees, agents and employees of same, including the heirs, successors, assigns, and personal representatives thereof, 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 their 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 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.

8.12 Trust Not Liable for Failure to Identify Resources. Neither AGED nor the Trustee shall 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. As evidenced by the execution of the Joinder Agreement, the Parties recognize and acknowledge the uncertainty and changing nature of the guidelines, laws and regulations pertaining to Government Assistance and agree that neither AGED nor the Trustee shall be responsible for causing a period of disqualification for a Trust Beneficiary. In addition, neither AGED nor the Trustee will in any event be liable for any loss of benefits by a Trust Beneficiary as long as they act in good faith. It remains the responsibility of the Trust Beneficiary, the Beneficiary Advocate and/or his or her legal representative to seek out, apply for appropriate assistance programs and to properly provide the necessary documentation and information required to qualify and remain qualified for any such government assistance program(s).

8.13 Trustee Powers. Except as may be otherwise provided in this Trust, and for so long as the Trustee is prudent (as provided in Florida Statutes §518.11 and §518.12 and any amendments thereto) in administering the Trust, the Trustee shall exercise all powers under any

and all Federal and Florida laws that may exist and be applicable to trusts (including Florida Statute Chapter 736 and any subsequent law), in effect on or after the execution of a Joinder Agreement by a Grantor. The Trustee shall not be bound by Florida Statute Chapter 738 regarding allocation among principal and income, any statutory limitations regarding a Trustee who is also a beneficiary or any statutory or common law requirements regarding productivity of trust property. The Trustee retains the sole and absolute discretion of when to post interest, dividends, gains or losses ratably to Trust IBAs provided these postings will be on at least an annual basis. In addition, the Trustee may, in its sole discretion, with the consent of AGED if it is not acting as Trustee, independently or at the request of a Beneficiary Advocate transfer a Beneficiary's funds in his or her IBA to another Trust created pursuant to 42 U.S.C. §1396p(d)(4)(A) or (C) for the sole benefit of the Beneficiary. A different trustee may be designated following the transfer.

8.14 Eligibility of a Beneficiary. The Trustee, with the consent of AGED if it is not acting as Trustee, upon its own determination or upon the request of the Beneficiary Advocate, has the authority and power to engage qualified individuals and/or entities to take any and all steps necessary, in the Trustee's sole discretion, to obtain and maintain the eligibility of any Beneficiary for any and all public benefits and entitlement programs, which programs may include but are not limited to Supplemental Security Income, Medicare, Medicaid or other Government Assistance provided or authorized by an applicable government agency as may be applicable under federal and state laws. The Trustee is authorized to compensate such qualified individuals and/or entities from the Trust Beneficiary's IBA. Provided, however, neither AGED nor the Trustee shall have responsibility to seek or maintain such eligibility and shall not be liable for any unfavorable result. Payment for these services are to be paid from a Trust Beneficiary's IBA as may be permitted under federal and state law.

8.15 No Court Supervision of Trust. The Trust is intended to be administered free from the active supervision of any court but the Trustee may, with the consent of AGED if it is not acting as Trustee, submit a specific IBA to the jurisdiction of a court of competent jurisdiction. Provided, however, the Trustee may, with the consent of AGED if it is not acting as Trustee, initiate proceedings to seek judicial instructions or judicial determination in any court having jurisdiction of these matters relating to the construction and administration of the Trust.

8.16 Acknowledgment of Parties. As evidenced by the execution of the Joinder Agreement, the Parties acknowledge and understand that neither AGED, the Trustee nor any of their successors, assigns, agents, directors, officers, employees, AGED's Advisory Council (all hereinafter referred to as Qualified Persons) shall be liable to any Beneficiary, Beneficiary Advocate, their legal representatives, heirs, successors and assigns or any other party for their acts as long as they act in good faith.

8.17 HIPAA Release Provision. By signing a Joinder Agreement to this Master Trust and pursuant to the terms of this Section, a Trust Beneficiary (or by and through his or her Beneficiary Advocate or Legal Representative) authorizes the release of all individually identifiable health information and medical records pertaining to the Trust Beneficiary to AGED, the Trustee and their 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. 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 an applicable health care provider.

8.18 Health Care Managers. AGED believes that the Trust Beneficiaries are disabled individuals and may need the services of a health care manager to assist them and their families to manage their health care. AGED or the Trustee will discuss the need for health care management with the Trust Beneficiary and/or the Beneficiary Advocate as circumstances warrant. However, AGED and the Trustee reserve the right, in their sole discretion and in the best interest of the Trust Beneficiary, to determine if health care management is required, who shall provide the service and how much service is to be provided. AGED and the Trustee will base their decisions on reports provided by the applicable health care manager. The cost for health care management and the determination if health care management is necessary will be paid from a Trust Beneficiary's IBA.

ARTICLE 9 GENERAL PROVISIONS

9.1 No Requirement to Furnish Bond. Neither AGED nor any Trustee shall be required to furnish bond for the faithful performance of its duties set forth in this Trust. 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 or an IBA as determined, in the sole and absolute discretion of Trustee.

9.2 Guardianships. If the Trust accepts the enrollment of a Beneficiary who is a ward in an ongoing guardianship or conservatorship and if the court having jurisdiction over the matter so orders, the Trustee shall deliver an annual statement of account activity to the court.

9.3 Related Activities. AGED and Qualified Persons and their spouses, may engage in activities related to AGED and/or the Trust and receive compensation as long as there is no actual conflict of interest between these activities and their responsibilities to AGED and/or the Trust after full disclosure is made to the Beneficiary, the Beneficiary Advocate or to the Beneficiary's Legal Representative of any possible or apparent conflict of interest that might exist.

9.4 Notices. All notices and consents 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 the Joinder Agreement unless corrected or changed information is provided in the same manner to the Trust.

9.5 Governing Law. This Trust shall be governed exclusively by, and interpreted exclusively in accordance with, the laws of the United States and the State of Florida.

9.6 Venue. Venue for any dispute regarding this Trust shall be in Seminole County, Florida.

9.7 Severability. Any provision of this Trust that is adjudged invalid or unenforceable under the laws of any place where the terms of the Trust 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 Trust. Additionally, if any provision of this Trust

disqualifies a Beneficiary for government assistance, the offending provisions may be voided to avoid such disqualification. 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.

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

9.9 Delegation of Duties. All statements in this Trust that refer to a right or responsibility in a Trustee may be delegated to service providers to the extent permitted by law and to the extent such delegation is made and agreed to, in writing, by a service provider.

9.10 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.

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IN WITNESS WHEREOF, the undersigned have executed this Restatement of the AGED Pooled Trust this 26 day of February, 2021.

ADVOCATES & GUARDIANS FOR
THE ELDERLY & DISABLED, INC.

By:

Alice Dexter

Alice Dexter, President

The foregoing Restatement of the AGED Pooled Special Needs Trust was signed, sealed, declared and published by Alice Dexter as President of Advocates & Guardians for the Elderly & Disabled, Inc. in the presence of us, the undersigned witnesses, who also signed at the request of Alice Dexter, with the witnesses and Alice Dexter as President of Advocates & Guardians for the Elderly & Disabled, Inc. each signing in the presence of each other this 26 day of February, 2021.

WITNESSES:

Nicholas Borton

Signature

Print Name: Nicholas Borton

Sharon G. Reich

Signature

Print Name: Sharon G. Reich

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing Restatement of the AGED Pooled Trust was acknowledged before me this 26 day of February, 2021, by Alice Dexter as the President of Advocates & Guardians for the Elderly & Disabled, Inc. who appeared by means of physical presences and who is personally known to me and who averred that he/she is signing as a duly authorized officer of Advocates & Guardians for the Elderly & Disabled, Inc., and also acknowledged and signed before me by the above named witnesses, both of whom appeared by means of physical presences and both of whom are personally known to me, with all parties signing in my presence and in the presence of each other.

Clara E. Wells

Notary Public

