



CFN 20180020498

DR BK 29591 PG 1632
RECORDED 01/17/2018 13:13:47
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1632 - 1646 (15pgs)

THIS INSTRUMENT WAS PREPARED BY:

Advocating For The Elderly Relations, Inc.

WHEN RECORDED, RETURN TO:

Advocating For The Elderly Relations, Inc.
301 E. Ocean Avenue, Suite 3
Lantana, FL 33462

**MASTER TRUST DECLARATIONS
OF
ADVOCATING FOR THE ELDERLY RELATIONS, INC.**

WHEREAS, on January 1, 2018, ADVOCATING FOR THE ELDERLY RELATIONS, INC., a Non-Profit Corporation organized under the laws of the State of Florida (hereinafter "AFTER"), executed the AFTER Pooled Special Needs Trust (hereinafter "Trust") via this Trust Agreement (sometimes referred to as the "Trust Agreement", "Declaration of Trust" or "Master Trust Declarations").

**ARTICLE I
ESTABLISHMENT OF TRUST**

1.1 Trust is Established. This Trust is hereby established as a Pooled Special Needs Trust pursuant to 42 U.S.C. § 1396p for the benefit of disabled person, as defined in § 1614(a)(3) of the Social Security Act (42 U.S.C. § 1382c(a)(3)) and who a Grantor shall specify as the sole recipient of services and benefits under any one of the particular Trust sub-accounts created within this Trust by such Grantor.

1.2 Name of Trust. The name of the Trust established under this Declaration is the AFTER 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 & Initial Funding of Trust. The effective date of the Trust is January 1, 2018. Additional contributions in cash or property to the Trust estate or to an Individual Benefit Account (hereinafter "IBA") at any time by any Grantor in accordance with the provisions below in Article 3, may be made directly to the IBA or to the Master Account as determined in the sole discretion of the Trustee.

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

1.5 Amendments to Trust. Notwithstanding the irrevocability of this Declaration of Trust and the Trust created hereunder, as set forth in Section 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 AFTER, 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 5 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. AFTER 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 government and non-government programs. It is the intent of this trust to enable AFTER 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.

1.8 Management of Trust. The Settlor and Trustee, AFTER, has the ultimate managerial control over the Trust. The Settlor shall determine the amount of the trust corpus to invest, maintains sole and exclusive authority to remove the Trustee or Co-Trustees and is responsible for all day-to-day decisions regarding the use of the funds for each Beneficiary. However, when conducting the business of the Trust, the Trustee, or any one of the acting Co-Trustees may act alone and independently.

1.9 Definition of Terms. See Article 9 for appropriate definition of terms.

ARTICLE 2 SPEND THRIFT PROVISIONS

2.1 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. Furthermore, because this trust is to be conserved and maintained for the Beneficiary throughout the Beneficiary's life, no part of the Beneficiary's IBA or Trust thereof, neither principal nor undistributed income, shall be construed as part of the Beneficiary's "estate".

2.2 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 complete a distribution from the IBA maintained for that Beneficiary or from any other part of the Trust estate.

ARTICLE 3 GRANTORS INTENT, IRREVOCABILITY & CONTRIBUTIONS

3.1 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.

3.2 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:

- i. 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;

- ii. 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.
- iii. 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.

3.3 Effect of Grantors' Contributions. Specifically subject and subordinate to Article 2 above, and to the Trustee's sole and absolute discretion in making distributions (which discretion and responsibility may be delegated pursuant to Article 7 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.

3.4 Future Transfer of Property. Property, or interests in property, may be designated for future transfer by a Grantor as a contribution to the Trust. Such designated contributions may be revoked by the Grantor at any time during that Grantor's lifetime and continued competence, provided the Grantor gives prior written notice to the Trustee or agent designated for such purposes by the Trustee. Such written notice shall be by certified mail, return receipt requested. 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 is designated as a beneficiary, or the Trust being named as a beneficiary of any future interest in real or personal property, such as that which might pass by way of a Grantor's Last Will and Testament or Grantor's Trust.

3.5 Effect of Designation of Future Transfers of Property. In cases of future designations of property, as provided by Section 3.4 above, the Trustee will not consider such designations to be completed or effective, nor shall it credit any such property to a particular Beneficiary's IBA, until such property has been actually transferred and/or delivered as available to the Trust and accepted by the Trustee.

ARTICLE 4 DISTRIBUTIONS DURING THE BENEFICIARY'S LIFETIME

Subject to the Trustee's sole and absolute discretion, distributions from a Beneficiary's IBA shall be made in accordance with the provisions set forth below:

4.1 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 Section 4.2 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.

4.2 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, or his or her Legal Representative, 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.

4.3 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.

4.4 Non-exclusive Examples of Appropriate Distributions. The following are examples of types of non-support payments that are within the discretion of the Trustee to make from an IBA for the sole benefit of a Beneficiary:

- a) payments to a third party that result in the receipt of goods or services by the Beneficiary;
- b) payment of third party travel expenses which are necessary in order for the Beneficiary to obtain medical treatment; and
- c) payment of third party travel expenses to visit a Beneficiary who resides in an institution, nursing home, assisted living facilities, or other long-term care facilities, such as group homes. The travel must be for the purpose of ensuring the safety and/or medical well-being of the Beneficiary.

4.5 Government Assistance. In providing for the Beneficiary's special needs, and/or in making determinations regarding distributions, the Trustee shall always consider the government assistance for which the Beneficiary is currently eligible, or for which the Beneficiary may be attempting to become currently eligible, and the Trustee shall make no distribution that would cause the Beneficiary to be or become ineligible for such government assistance. To achieve the express purpose and objective of this Trust, the Trustee will always seek to preserve and enhance the Government Assistance that would otherwise be available to a Beneficiary but shall not be responsible therefor.

ARTICLE 5 DISTRIBUTIONS AT THE BENEFICIARY'S DEATH

5.1 Death of Beneficiary. Upon the death of a Beneficiary, verified by a copy of the deceased Beneficiary's death certificate, any amounts remaining in the Beneficiary's Trust sub-account shall be administered according to the provisions of this Article 5 so as to conform with all of the requirements of 42 U.S.C. §1396p and/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 and pertaining to reimbursement to the States of medical assistance provided under a State plan on behalf of the individual Beneficiary. Trustee will notify the appropriate State(s) in which medical assistance was provided of the Beneficiary's death within 90 days.

5.2 Remaining Trust Property. To the extent the Joinder Agreement does not provide for retention of 100% assets remaining in the Beneficiary's IBA at the time of death or if surplus Trust

property is not retained by the Trust for any other reason, such property shall be distributed to the State where the Beneficiary resided at the time of death and also to all such other States where the Beneficiary received medical assistance under a State plan up to the full amount provided by each of the States. At the time such distribution(s) may be made, the Trustee shall reimburse/payback each State as required based on its determined pro-rata share of the total amount of medical assistance paid by all of the States on behalf of the Beneficiary if the remaining Trust estate is insufficient to fully reimburse all of the States. As such, the State(s) where the Beneficiary received medical assistance under a State plan shall be the first payee(s) hereunder and shall have priority over payment of all other debts and administrative expenses with no limitation as to any State(s) or any particular period of time. AFTER may refer to this process from time to time, as the recovery/payback process.

Once the recovery/payback process has been satisfied and all assets have not been retained as surplus Trust property, the Trustee shall distribute any amounts that remain in the deceased Beneficiary's IBA to the Final Remainder/Named Beneficiaries listed within the Joinder Agreement. The Trustee shall not be responsible for paying taxes due from the estate of a Beneficiary other than those arising from the inclusion of the Trust in the estate or be responsible to pay inheritance taxes due for the Final Remainder/Named Beneficiaries. If no Final Remainder/Named Beneficiary is listed in the Joinder Agreement or if all Final Beneficiaries predecease the Trust Beneficiary, the 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. Such retained surplus Trust property shall be used for the direct or indirect benefit of other Beneficiaries, including providing disabled persons, as defined as defined in 42 U.S.C. § 1382c(a)(3), with equipment, medication, education or other services deemed suitable for such persons by the Trustee.

ARTICLE 6 ADMINISTRATIVE PROVISIONS RELATING TO BENEFICIARY'S IBA

6.1 Establishment and Maintenance of IBAs. A separate Trust sub-account 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.

6.2 Reports of Accounts. The Trustee will provide periodic accounting reports in the format of an Account Balance Statement, at least monthly, to each Beneficiary or to his or her Beneficiary Advocate(s). Such reports/Account Balance Statements, shall include a complete statement of the Trust sub-account assets and all transactions to or from such Trust sub-account occurring during the reporting period. For accounting purposes, the Trust and each IBA thereof shall be operated on a calendar year basis with the reporting periods being each calendar month.

6.3 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 or the Beneficiary Advocate. Such inspection of records shall be available at the Trustee's main office. The Trustee shall not be required to furnish Trust records, sub-account records, or documentation to any individual, corporation, or other entity who: a) is not the Beneficiary; b) is not the Beneficiary Advocate(s), (c) is not the Legal Representative of a Beneficiary; or d) does not have express written authorization of the Beneficiary to receive such information, unless required by law. The Trustee will however furnish such Trust records or documentation 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. 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.

ARTICLE 7 PROVISIONS OF TRUSTEE

7.1 Powers. AFTER and the Trustee shall have the powers and authority enumerated under this Article, in addition to all other powers granted to Trustees by law, to do all acts and things necessary to accomplish the purposes of this Trust and each IBA. Notwithstanding any contrary provision herein, the Trustee shall not exercise any power in a manner that is inconsistent with a Beneficiary's right to the beneficial enjoyment of the Trust property in accordance with general principles relating to the law of trusts or that is inconsistent with the purpose and intent of this Trust and the individual Trust sub-accounts.

7.2 Employment of Agents and Others. The Trustee may seek advice and assistance of any person or entity in deems to be appropriate, including but not limited to, any federal, state or local agencies that are established to assist people with disabilities. Associated costs, if any, shall be a proper expense of the Trust and may be appointed on a pro rata basis to all Trust sub-accounts or charged only against the Trust sub-account about which the Trustee seeks such advise or assistance. The 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.

7.3 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 §S18.11, as amended, unless such delegation was grossly negligent. The Trustee shall be responsible for the financial management of the trust assets.

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

7.5 Trustee's Discretion to Accept Beneficiaries. It is within the Trustee discretion to accept the Beneficiary. All Beneficiaries must medically meet the definition of disability as that term is defined in 42 U.S.C. §1382c(a)(3).

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

7.7 Resignation or Termination of Trustee; Successor Trustees. The Trustee may resign upon written notice to the Beneficiaries and to the Co-Trustee(s), if the Trustee has named any Co-Trustee(s), at the time of the Trustee's resignation. Upon any such resignation, the Trustee shall designate a successor Trustee. A successor Trustee shall assume its duties under this Trust without any liability for the acts or omissions of any predecessor Trustee. The provisions of this paragraph shall also control if the Trustee ceases to exist, if dissolved, or can no longer serve as Trustee for any other reason. In conjunction with any action taken under this paragraph, a final accounting shall be made by the Trustees to the Beneficiaries and to the Co-Trustees, if any.

7.8 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.

7.9 Reasonable Compensation. The Trustee and any Co-Trustees, as well as their agents, shall be entitled to reasonable compensation and to reimbursement of costs and expenses properly incurred in the management and/or administration of the Trust. All compensation shall be made in accordance with the Fee Schedule within the Joinder Agreement entered upon. The Trustee shall have the authority to make such payments directly from a Trust Beneficiary's IBA sub-account relating to expenses due to the Trust. In addition, the Trust shall also be entitled to additional compensation for other services and expenses not contemplated at the time of enrollment of the Trust Beneficiary.

7.10 Indemnification. The Trustees, their agents and employees, 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.

7.11 Trust Not Liable for Failure to Identify Resources. Neither AFTER 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 AFTER nor the Trustee shall be responsible for causing a period of disqualification for a Trust Beneficiary. In addition, neither AFTER 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 and the Beneficiary's 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).

7.12 Eligibility of a Beneficiary. The Trustee, with the consent of AFTER if it is not acting as Trustee, upon its own determination or upon the request of the Beneficiary's Legal Representative, 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 AFTER 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.

7.13 Trust's Defense Costs and Expenses. Costs and expenses of defending the Trust from any claim, demand, legal or equitable action, suit or proceeding may be, in the sole discretion of the Trustee, (a) charged on a pro rata basis to all Trust Beneficiary IBAs, or (b) charged only against the IBAs of the affected Beneficiaries. The Trustee, in its sole discretion, shall determine whether defense costs affect a substantial number of Beneficiary IBAs and warrant allocation among all IBAs or whether the issue requiring defense of the Trust is limited to a single Beneficiary's IBA or only to certain Beneficiary's IBAs, warranting allocation only to such Beneficiary IBAs. Defense costs shall also include challenges to the validity of the Trust or the use of the Trust for a specific Trust Beneficiary by any federal or state governmental or semi governmental agency. This provision shall be liberally construed.

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

7.15 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 Legal Representative) authorizes the release of all individually identifiable health information and medical records pertaining to the Trust Beneficiary to AFTER, 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. 1320d 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.

ARTICLE 8 GENERAL PROVISIONS

8.1 Waiver of Bond. Neither AFTER nor any Trustee shall be required to furnish any 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.

8.2 Free From Court Supervision. This Trust shall be administered expeditiously consistent with its terms, free from the supervision of any court. However, any proceedings to seek judicial instructions or a judicial determination may be initiated in any court having jurisdiction of matters relating to the construction and administration of trusts by AFTER or a Trustee without the joinder of other parties.

8.3 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 at a minimum, an annual Account Balance Statement of account activity to the court.

8.4 Donations to the Trust. Donations, gifts and/or devises to the Trust shall be for the benefit of the Trust itself and shall be irrevocable.

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

8.6 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.

8.7 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.

8.8 Venue. Venue for any dispute regarding this Trust shall be in Palm Beach County, Florida.

8.9 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.

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

8.11 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.

8.12 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.

ARTICLE 9 DEFINITIONS

Pursuant to Article 1.9, the following are Definition of Terms used within this Trust.

a) "Beneficiary" means a person who is designated by a Grantor to be the sole beneficiary of services and benefits under a particular IBA created wider and within this Trust by said Grantor, and who is a disabled person, as defined in §1614 (a)(3) of the Social Security Act (42 U.S.C. §1382c(a)(3)) and who is presented by a Grantor to the Trust as qualifying under 42 U.S.C. §1396p.

b) "Beneficiary Advocate" means the person and successor persons, as may be applicable, to act on behalf of the Beneficiary for this Trust. The Beneficiary Advocate can, for example, be the Beneficiary himself or herself, but preferable the Beneficiary's Legal Representative or another person other than the Trust Beneficiary should act as the Beneficiary Advocate. 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.

c) "Final Remainder/Named Beneficiaries" means the person or persons who is designated by the Beneficiary for the remaining assets to be distributed to only should the assets

have not been retained as surplus Trust property after administration of the deceased Beneficiary's IBA. The Final Remainder/Named Beneficiaries will only be entitled to a distribution from the Beneficiary's IBA after all amounts have been paid to or for the Trust, Trust expenses, burial expenses and Government Reimbursement Claims, if any, based on each state's proportionate share of the total government assistance paid by all of the states on the Beneficiary's behalf.

d) "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.

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

f) "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.

g) "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. Language in a specific joinder agreement shall control over any provision in the trust but only as to that joinder agreement and IBA. The Trustee shall have the right but not the obligation to make written modifications to individual joinder agreements.

h) "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.

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

j) "Qualified Persons" means AFTER, the Trustee, any of AFTER's and the Trustee's successors, assigns, agents, directors, officers, employees and members of AFTER's Advisory Council.

k) "Recovery/Payback Process" means the process in which the appropriate states

recover medical assistance payments made to, or on behalf of, a governmental agency recipient from the assets in the estate of that deceased recipient.

l) "Reimbursement Claims" or "Government Reimbursement Claims" refers to the applicable claims or liens of any governmental agency which is entitled to reimbursement for benefits paid to or for the benefit of a Trust Beneficiary because of being a participant of the Trust.

m) "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 Section 1.7, serve as agent of the Trustee.

n) "Successor Trustee" means a person or entity meeting the requirements of 42 U.S.C. § 1396p(d)(4)(c)(i) selected by AFTER in its sole and absolute discretion in accordance with the terms and provisions of Article 7 hereinafter; such selection, however, shall be made in consultation with the Founding Trustee.

o) "Supplemental Care," "Supplemental Needs," "Special Needs" and "Supplemental Services" may be used conjunctively, interchangeably, or separately as the context requires, and the terms shall always mean care that is not provided, or needs that are not met, by any private assistance or government assistance that may be available to a Beneficiary.

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

q) "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.

IN WITNESS WHEREOF, the undersigned have executed this Master Trust Declaration of the AFTER Pooled Special Needs Trust this 1st day of January 2018.

This is not a certified copy

ADVOCATING FOR THE ELDERLY RELATIONS, INC.

By: Catia Pisa
Name: Catia Pisa
Title: President

The foregoing Declaration of Trust of the AFTER Pooled Special Needs Trust was signed, sealed, declared and certified by Catia Pisa as President of ADVOCATING FOR THE ELDERLY RELATIONS, INC. in presence of us, the undersigned witnesses on 1st day of January, 2018.

WITNESSES:

Signature: Bianca Bonnell
Print Name: Bianca Bonnell

Signature: Neva Katz
Print Name: Neva Katz

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Declaration of Trust of the AFTER Pooled Special Needs Trust was acknowledged before me this 1st day of January, 2018 by Catia Pisa as the President of ADVOCATING FOR THE ELDERLY RELATIONS, INC., who is personally known to me or has produced a Florida Driver's License as identification and who averred that she is signing as a duly authorized officer of ADVOCATING FOR THE ELDERLY RELATIONS, INC.

Signature: Kirshna K Egor
Print Name: Kirshna K Egor
Commission #: GG 073247

