MASTER TRUST DECLARATION

OF

ELDER QUALITY OF LIFE, INC.

FOR THE

EQOL POOLED SPECIAL NEEDS TRUST

THIS IS A TRUST AGREEMENT (sometimes referred to as the "Trust Agreement") dated <u>June 16, 2015</u>, establishing the EQOL Pooled Special Needs Trust (hereinafter "Trust"), by ELDER QUALITY OF LIFE, INC., a Non-Profit Corporation organized under the laws of the State of Florida (hereinafter "EQOL"), as the Settlor and the Trustee.

ARTICLE 1

ESTABLISHMENT

- 1.1 <u>Trust.</u> 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 <u>Name.</u> The name of the Trust established under this Declaration is the EQOL Pooled Special Needs Trust (hereinafter sometimes referred to as the "Trust") and it shall be sufficient that it be referred to as such deeds, accounts and other asset listings and transfer documents.
- 1.3 <u>Effective Date of Trust.</u> The effective date of the Trust is <u>June 16, 2015</u>. 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 4, may be made directly to the IBA or to the master account as determined in the sole discretion of the Trustee.
- 1.4 <u>Irrevocability.</u> This Declaration of Trust and the Trust created hereunder shall be irrevocable.
- 1.5 <u>Amendments.</u> 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

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(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 clarity 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 EQOL 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 <u>Description of the Trustee</u>. EQOL 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 EQOL 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 person who is designated by a Grantor to be the sole beneficiary of services and benefits under a particular IBA created under 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.

- 2.2 "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.
- 2.3 "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.
- 2.4 "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.
- 2.5 "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.
- 2.6 "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.
- 2.7 "Non-support Payments" means payments made by the Trustee for supplemental needs or supplemental care.
- 2.8 "Qualified Persons" means EQOL, the Trustee, any of EQOL's and the Trustee's successors, assigns, agents, directors, officers, employees and members of EQOL's Advisory Council.

- 2.9 "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.
- 2.10 "Successor Trustee" means a person or entity meeting the requirements of 42 U.S.C.§1396p(d)(4)(c)(i) selected by EQOL in its sole and absolute discretion in accordance with the terms and provisions of Article 8 hereinafter; such selection, however, shall be made in consultation with the Founding Trustee.
- 2.11 "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.
- 2.12 "Trustee" or "Trustees" shall both mean collectively the duly authorized and then serving Trustee(e) of this Trust, which, at Trust inception means EQOL, or its successors in interest.
- 2.13 "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 <u>Beneficiaries Have No Claim on Trust Assets</u>. 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 <u>Trust Assets Not Subject to Creditors of the Beneficiaries</u>. 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 <u>Grantors' Intent to Establish a Supplemental Fund</u>. 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.
- 4.2 <u>Irrevocability of Joinder Agreements</u>. 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.
- c) 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.
- 4.3 <u>Effect of Grantors' Contributions</u>. 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 8 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.
- 4.4 <u>Future Transfer of Property</u>. 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.

4.5 <u>Effect of Designation of Future Transfers of Property</u>. In cases of future designations of property, as provided by Section 4.4 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 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.

- 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 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.
- 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.

- 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 <u>Government Assistance</u>. 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 <u>Death of Beneficiary</u>. 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), who are indigent, to the Trust 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 <u>Treatment of Assets Not Retained as Surplus Trust Property</u>. To the extent the Joinder Agreement does not provide for retention of 100% assets remaining in the beneficiary's IBA at the time of his or her 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 added to the surplus Trust property and be used as set forth in this Article; then
- b) Second, the Trustee may pay administrative expenses to include taxes due from the trust to the State(s) or Federal government because of the death of the beneficiary and reasonable fees for administration of the trust estate such as an accounting of the trust to a court, completion and filing of documents, or other required actions associated with termination and wrapping up of the trust. Administrative expenses shall not include inheritance taxes due for residual beneficiaries; payment of debts owed to third parties; funeral expenses; payments to residual beneficiaries; or taxes due from the estate of the beneficiary other than those arising from inclusion of the trust in the estate; then
- C) Third, the Trustee shall distribute such property to each state in which the Beneficiary received government assistance, based on each state's proportionate share of the total government assistance paid by all of the states on the Beneficiary's behalf and up to the amount of that assistance. The Beneficiary's Legal Representative shall be responsible for determining the amount of such state reimbursement claims (payback amount). This repayment to the states shall be given all priority over any other expenses to the degree enumerated in the statutes and government rules. In the absence of federal regulations directing the Trust as to priority in the case of multiple state claims, the claims of multiple states shall be prorated and paid to the extent funds are retained as surplus Trust property. The Trustee is authorized to rely on statements of claims provided by the Beneficiary's Legal Representative that have been received from the applicable state Medicaid agency. The Payback Amount shall only be for medical assistance paid on behalf of the Trust Beneficiary during the aforesaid Payback time period. 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.
- 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/conservator 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 <u>Establishment and Maintenance of IBAs.</u> 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 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 <u>Fees and Expenses</u>. 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. The Trust shall be entitled to additional compensation for extraordinary services rendered which are not covered in the Trust's Fee Agreement. Expenses shall either be:
 - a) Apportioned on a pro rata basis to all IBAs, or
 - b) Charged only against the IBA for which the expenses were incurred.
- 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 EQOL (if EQOL is not then serving as a Trustee), to each Beneficiary (or to his or her Legal Representative) 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. All reports and/or accounts provided hereunder shall be conclusively deemed to be accepted by the Beneficiary or the Beneficiary's representative if the Trustee does not receive an objection within forty-five (45) days of having provided the report and/or accounting, For purposes of calculating forty-five (45) days hereunder, the date of having provided the report and/or accounting shall be the date such report is mailed by the Trustee or its agent to the Beneficiary or the Beneficiary's representative. To be effective, any such objection shall be mailed to the Trustee's normal place of business by certified mail, return receipt requested. 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 <u>Inspection of Trust Records</u>. The IBA records maintained by the Trustee and its agents, along with all Trust records or documentation, shall he available and open at all reasonable times for inspection by a Beneficiary 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; b) is not the Legal Representative of a Beneficiary; or c) does not have express written authorization of the Beneficiary 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 may be 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.

7.6 Costs of Defending Trust. Costs and expenses of defending the Trust, or any IBA, including any matter involving litigation or the resolution of a dispute with a government agency in which EQOL and/or the Trustee involved in legal action or dispute resolution as a result of its or their service to the Trust (even if against each other), including attorneys' fees incurred prior to, during, or after trial, and on appeal, against any claim, demand, legal action, equitable action, suit, or proceeding may be: (a) apportioned on a pro rata basis to all IBAs; or, (b) charged only against the IBA that is affected by the action defended against. As to the payment of attorney's fees and costs, a bill or statement on law firm letterhead or under signature of a law firm shall be sufficient proof to the Trustee and the Trustee shall bear no liability for releasing funds once such a bill or statement is provided.

ARTICLE 8 TRUSTEE GENERAL PROVISIONS

- 8.1 <u>Distributions</u>. 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 <u>Trustee May Seek Advice and Assistance</u>. EQOL and/or the Trustee may seek advice and assistance from the Beneficiary's Legal Representative 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. 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. It remains the responsibility of the Trust Beneficiary and the Beneficiary's Legal Representative to seek out and apply for appropriate assistance programs.
- 8.3 <u>Financial Services & Management</u>. 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 <u>Maintenance and Release of Records</u>. The Trustee shall be responsible for maintaining all records relating to this Trust and all IBAs.
- 8.5 <u>Trustee's Discretion to Accept Beneficiaries</u>. Trustee shall not be obligated to accept a Grantor's property on behalf of a Beneficiary or modified language of a joinder agreement.
- 8.6 <u>Designation of Co-Trustee</u>. EQOL may designate a Co-Trustee, or Co-Trustees, as it may deem, in its sole and absolute discretion, to be necessary or advisable.
- 8.7 Successor Trustee. EQOL 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 Co-Trustees be unable to reach an agreement as to a particular action, EQOL 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 EQOL upon thirty (30) days written notice to EQOL and other serving Trustees, if any. Upon such resignation or termination, EQOL 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 EQOL, Beneficiaries, and to the Co-trustee(s), if any.
- b) EQOL 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 EQOL, 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 EQOL 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, EQOL may turn over the custody of the assets and records of the IBAs by depositing such finds and records with a court of

competent jurisdiction and EQOL shall thereby be absolved from any further responsibility therefor.

- 8.9 <u>Trustee to Receive Full Consideration for Trust Assets</u>. 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 subaccount 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 <u>Compensation</u>. 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. 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.
- 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 EQOL 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 EQOL nor the Trustee shall be responsible for causing a period of disqualification for a Trust Beneficiary. In addition, neither EQOL 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).

- 8.13 Trustee Powers. EQOL and the Trustee by delegation shall have full power and authority, in its absolute discretion, without recourse to any court or any notice whatsoever, to do all acts and things necessary to accomplish the purposes of this Trust and each IBA to perform theorist (assumption based logical reasoning) analyses or the Trustee's duties to receive, hold, manage and control all the income and principal and to do such other acts or things concerning the Trust as may be advisable. The Trustee's power and authority shall include, but is not limited to, all of the powers and authority conferred upon trustees under the provisions of the trust laws of the State of Florida and the trust laws of any successor state, or the laws of any other applicable state. All such laws are hereby incorporated by reference into this Trust document including but not limited to the additional following powers as to the Trust and each Trust Beneficiary's IBA unless otherwise stated herein:
 - a) The Trustee may invest in income or non-income producing assets;
- The Trustee is authorized, in its sole and absolute discretion, to acquire and maintain an interest in residential real estate that is suitable for occupancy by a Beneficiary. In exercising its authority hereunder, the Trustee may title any such residential real estate as the Trustee determines, in its sole and absolute discretion to be in the best interest of such Beneficiary so as to meet the Trust's sole benefit requirement and preserve the Beneficiary's eligibility for public assistance. Any payments made out of the Trust shall be made for such Beneficiary's sole benefit. In the event the Trust comes to own any interest in such realty, the Trustee may permit such Beneficiary to occupy or use such property without charge in such manner as, in the opinion of the Trustee, best serves the Beneficiary's special needs, without the necessity of turning such property into cash or gaining an income therefrom. The Trustee is further authorized, in its sole and absolute discretion, and without regard to how any such residential real estate may be specifically titled, to pay out of the income or principal of the Trust any taxes, insurance and/or maintenance expenses needed to keep the residential or replacement property in suitable repair, or any portion thereof. The Trustee may collect rent from other occupants of the property, but shall not be obligated to do so. In exercising the powers herein, the Trustee shall continue to fulfill its primary duty of taking in to consideration the intent and purpose of this Trust and the duty to administer the Trust for the sole benefit of the Beneficiary. All of these powers may be exercised for the benefit of such Beneficiary, even if the Beneficiary is residing with a family member or members.
- c) The Trustee may make invest and reinvest in such stocks, bonds, other security instruments, or other property, real, personal, or mixed, including the purchase or sale of private annuities, life estates, remainder interests, options on securities and uninsured money market funds as the Trustee may consider advisable or proper without application to or the approval of any court and without being restricted as to the character of any investment of Trust funds;

- d) The Trustee may make distribution of the assets of the Trust or an IBA in money or in kind, or partly in money and partly in kind, and the judgment and any determination of the Trustee in connection therewith, including values assigned to various assets and decisions to make non-pro rata distributions in kind, shall be binding and conclusive on all persons interested therein;
- e) The Trustee may retain any property (whether or not income producing) that may be transferred to the Trust until such time as the Trustee may deem it desirable to dispose of such property. However, the Trustee shall not distribute income producing property to a Trust Beneficiary if it will disqualify the Trust Beneficiary from receiving government assistance;
- f) The Trustee may, with the consent of EQOL if it is not acting as Trustee, borrow money, with the payment of no interest or such interest as is deemed appropriate by the Trustee, for any purpose connected with the protection, preservation, improvement of the Trust, the enhancement of the benefits to the beneficiaries hereof and may create one or more mortgages on, or pledges of, any part or all of the property held by the Trustee whenever the Trustee shall deem the same advisable;
- g) The Trustee may, with the consent of EQOL if it is not acting as Trustee, pay, compromise or adjust any claims or lawsuits of the Trust against others or of others against the Trust as the Trustee shall deem advisable;
- h) The Trustee may continue or participate in the operation of any business or other enterprise and to effect incorporation of a new entity or its dissolution or other changes in the form of the organization of the business or enterprise. The Trustee may enter into such agreements as may be necessary with the shareholders, directors, members, partners or owners of such organizations or entities;
- i) The Trustee may employ such accountants, attorneys, investment counselors, consultants, government benefit specialists and other agents including legal representatives and their attorneys, as may be necessary to compensate them for their services; and to reimburse them for reasonable and necessary expenses attributable to the services rendered to or on behalf of the Trustee; provided, however, the Trustee may engage attorneys, accountants and other agents as it may deem appropriate to represent the Trustee;
- j) The Trustee may, with the consent of EQOL if it is not acting as Trustee, independently or at the request of a Beneficiary's Legal Representative establish additional trusts or transfer a Beneficiary's funds in his or her IBA to another Trust pursuant to 42 U.S.C. §1396p(d)(4)(A) or (C) as the Trustee, in the Trustee's sole discretion, may deem appropriate and for the sole benefit of the Beneficiary. A different trustee may be designated.
- k) The Trustee may allow temporary possession and use of available personal property held by the Trustee for the personal use by a Trust Beneficiary or for the benefit of a Trust Beneficiary without requiring any payment therefor;

- 1) The Trustee may make adjustments between principal and income as provided in Chapter 738 of the Florida Statutes;
- m) The Trustee may compensate from a Trust Beneficiary's IBA, a Trust Beneficiary's Legal Representative, their attorneys, or any other person or agent as may be engaged by the Trustee, a Trust Beneficiary, and a Legal Representative for the benefit of a Beneficiary, together with the payment or reimbursement of reasonable and necessary expenses incurred for services rendered to or on behalf of a Trust Beneficiary;
- n) The Trustee may hold assets in nominee form, continue a business, carry out agreements, deal with itself, deal with other fiduciaries and deal with other business organizations in which the Trustee may have an interest; and
- o) The Trustee may distribute in cash or kind, or partly in each, at fair market value on the date of distribution without requiring pro rata distribution of specific assets and without requiring pro rata allocation of the tax basis of such assets.
- 8.14 <u>Eligibility of a Beneficiary</u>. The Trustee, with the consent of EQOL 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 EQOL 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 EQOL 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 EQOL 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 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.

- 8.17 Acknowledgment of Parties. As evidenced by the execution of the Joinder Agreement, the Parties acknowledge and understand that neither EQOL, the Trustee nor any of their successors, assigns, agents, directors, officers, employees, EQOL'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.
- 8.18 <u>HIPAA Release Provision</u>. 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 EQOL, 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.
- 8.19 Health Care Managers. EQOL 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 management with the Trust Beneficiary, and/or his or her Legal Representative, as circumstances warrant. However, EQOL 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. EQOL 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 EQOL 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 <u>Trust to Be Free From Court Supervision</u>. This Trust shall be administered 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 EQOL or a Trustee without the joinder of other parties.

- 9.3 <u>Guardianships</u>. 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.
- 9.4 <u>Donations to the Trust</u>. Donations, gifts and/or devises to the Trust shall be for the benefit of the Trust itself and shall be irrevocable.
- 9.5 Related Activities. EQOL and Qualified Persons and their spouses, may engage in activities related to EQOL and/or the Trust and receive compensation as long as there is no actual conflict of interest between these activities and their responsibilities to EQOL 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.
- 9.6 <u>Notices</u>. 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.
- 9.7 <u>Governing law.</u> This Trust shall be governed exclusively by, and interpreted exclusively in accordance with, the laws of the United States and the State of Florida.
- 9.8 <u>Venue</u>. Venue for any dispute regarding this Trust shall be in Palm Beach County, Florida.
- 9.9 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.
- 9.10 <u>Section Headings</u>. Section headings are for purposes of convenience only and shall have no bearing on the interpretation of any provision of this Declaration of Trust.
- 9.11 <u>Delegation of Duties</u>. 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.
- 9.12 <u>Legal Citations</u>. 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.

IN WITNESS WHEREOF, the undersigned ha	,
of the EQOL Pooled Special Needs Trust this/(o ^{+/2)} 2015.	day of
ELDER (By:	QUALITY OF LIFE, INC.
SONJA K	KOBRIN, President
The foregoing Trust Agreement of the EQOL P sealed, declared and published by SONJA KOBRIN as the presence of us, the undersigned witnesses, who also and SONJA KOBRIN as President of Elder Quality of each other this _/w^1_ day of	President of Elder Quality of Life, Inc. in a signed at her request, with the witnesses Life, Inc. each signing in the presence of
WITNESSES:	
Signature Print Name: Diane Maer Signature Print Name: Diane Maer Signature Print Name	e: Ashly Tibevio
STATE OF FLORIDA COUNTY OF PALM BEACH	
The foregoing Trust Agreement of the EQOL Pothis	15 by SONJA KOBRIN as the President wn to me or [] who has produced a ed that she is signing as a duly authorized dged and signed before me by the above
NACHEKA THOMAS Commission # FF 166425 Expires October 7, 2018 Bonded Thru Yroy Fein Insurance 800-385-7019	Ka the

FIRST AMENDMENT TO THE MASTER TRUST DECLARATION OF ELDER QUALITY OF LIFE, INC. FOR THE EQOL POOLED SPECIAL NEEDS TRUST

THIS AMENDMENT OF TRUST is entered into on the 26 day of October, 2018.

WHEREAS, Elder Quality of Life, Inc., a Non-Profit Corporation organized under the laws of the State of Florida as Settlor (the "Settlor") originally created a EQOL Pooled Special Needs Trust by an instrument dated June 16, 2015, and the trust created thereunder is entitled the EQOL Pooled Special Needs Trust (the "Trust"); and

WHEREAS, the Settlor retained the power to alter, amend, revoke, or terminate the Trust Agreement, pursuant to Article 1.5, of the Trust Agreement; and

WHEREAS, the Settlor now desires to amend the Trust Agreement.

NOW, THEREFORE, the Settlor hereby amends the Trust Agreement as provided herein.

AMENDMENTS ITEM [I].

The Settlor hereby amends and restates Article 1.7 Paragraph 2 of Article of the Trust Agreement in its entirety to read as follows:

"It is the intent of this trust to enable EQOL to further its not-for-profit purpose by providing funding for professional and compassionate legal guardianship and/or care management services to benefit disable 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."

ITEM [II].

The Settlor hereby amends and restates Article 6.2 Paragraph B of Article of the Trust Agreement in its entirety to read as follows:

"Second, the Trustee may pay administrative expenses to include taxes due from the trust to the State(s) or Federal government because of the death of the beneficiary and reasonable fees for administration of the trust estate such as an accounting of the trust to a court, completion and filing of documents, or other required actions associated with termination and wrapping up of the trust. Administrative expenses shall not include inheritance taxes due from residual beneficiaries; payment of debts owed to third parties; payments to residual beneficiaries; or taxes due from the estate of the beneficiary other than those arising from including of the trust in the estate; then"

The Settlor hereby adds the following provision to the Trust Agreement as Article 6.1 paragraph E:

"Trustee, in Trustee's sole discretion, may pay for and/or reimburse for funeral expenses for the Trustee Beneficiary with any surplus Trust property."

RATIFICATION

The foregoing changes reflected in this instrument are accepted by the Trustee as evidenced by the Trustee's signature below. In every other respect, the Settlor hereby confirms and republishes the Trust Agreement including all amendments in effect, and reserves the further right to alter, amend, or revoke the same and this amendment thereto.

IN WITNESS WHEREOF, the Settlor and the Trustee have hereunto set their hands as of the date first above written.

Settlor: SorjaW-Kobrun	
ELDER QUALITY OF LIFE, INC., a	s Settlor
Trustee:	
ELDER QUALITY OF LIFE, INC., a	ıs Trustee

We, the undersigned witnesses, certify that the foregoing instrument was signed by the Settlor in our presence as of the date first above written, and declared by the Settlor to be the FIRST amendment to the EQOL POOLED SPECIAL NEEDS TRUST dated June 16, 2015, and we, the undersigned witnesses, sign our names hereunto as witnesses at the request and in the presence of the Settlor and in the presence of each other, at the request of the Settlor.

Carrie Pohlman, Witness
810 3rd Avenue North, unit 78, Lake Worth,
Florida 33460

Linda Gaub, Witness / Palomino Drive, Lake Worth, Florida 33467

STATE OF FLORIDA) ss.
COUNTY OF PALM BEACH)

I, an authorized representative of Elder Quality of Life, Inc. declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as the FIRST Amendment to the EQOL POOLED SPECIAL NEEDS TRUST. 151 Dona W. Koben authorized representative. Settlor SONJA W- KOBRIN NAME OF SETTLOR REPRESENTATIVE, Settlor We, Carrie Pohlman and Linda Gaub, have been sworn by the officer signing below, and declare to that officer on our oaths that the Settlor declared the instrument to be the FIRST Amendment to the EQOL POOLED SPECIAL NEEDS TRUST and signed it in our presence and that we each signed the instrument as a witness in the presence of the Settlor and of each other. 810 3rd Avenue North, Unit #78, Lake Worth, Florida 33460 Linda Gaub Palomino Drive, Lake Worth, Florida 33467 STATE OF FLORIDA) ss. COUNTY OF PALM BEACH ACKNOWLEDGED AND SUBSCRIBED before me by the Settlor's authorized representative of ELDER QUALITY OF LIFE, INC., who is personally known to me or who has produced [TYPE OF IDENTIFICATION] as identification, and sworn to and subscribed before me by the witnesses, CARRIE POHLMAN, a witness who is personally known to me or who has produced [TYPE OF IDENTIFICATION] identification, and LINDA GAUB, a witness who is personally known to me, or who has produced

the presence of the Settlor and the subscribing witnesses, all on the [DATE]

as identification, and subscribed by me in

[TYPE OF IDENTIFICATION]

October 26,2018.



Notary's printed name: HICHELLE B, KUNZ