

**PLAN of Arizona 4th RESTATED
MASTER TRUST AGREEMENT**

RECITALS

Whereas, Planned Lifetime Assistance Network of Arizona, Inc., also known as PLAN of Arizona¹, is the Settlor of this Fourth Restated Master Trust Agreement dated November 16th, 2017, which is a complete restatement of the original Master Trust Agreement known as the PLAN of Arizona Special Needs Master Trust dated March 1, 1996, as amended;

Whereas, Colonial Trust Company (hereinafter “Colonial Trust”) was named as the original Trustee under the Master Trust and all related special needs trusts created by Joinder Agreements incorporating by reference applicable provisions of the Master Trust;

Whereas, pursuant to Article VI, paragraph 4 of the Master Trust, Colonial Trust resigned as Trustee of the Master Trust and all related special needs trusts created by Joinder Agreements and was succeeded in interest by Home National Bank;

Whereas, pursuant to Article VI, paragraph 4 of the Master Trust, Home National Bank subsequently resigned as Trustee of the Master Trust and all related special needs trusts created by Joinder Agreements and was succeeded in interest by First International Bank and Trust;

Whereas, pursuant to Article VI, paragraph 4 of the Master Trust, First International Bank and Trust subsequently resigned as Trustee of the Master Trust and all related special needs trusts created by Joinder Agreements and was succeeded in interest by PLAN of Arizona as Trustee.

Whereas, it is the desire of the parties to restate and revise the existing Master Trust, as previously amended, in its entirety;

Now therefore, the Master Trust Agreement is restated in its entirety as follows:

ARTICLE I - NAME

The name of the trust established under this instrument is the Arizona Community Third Party Trust (the “Trust”). This name may be utilized for all lawful purposes.

ARTICLE II – DEFINITIONS

1. “**Beneficiary**” shall mean a disabled person, as defined in the Americans with Disabilities Act, whether or not there has been any official determination of such individual’s disability

- by a court of law, the Social Security Administration, Medicaid, or other governmental entity, to be a recipient of services and benefits under this trust.
2. **“Government Assistance”** shall mean any and all services, benefits, medical care, or financial assistance paid or otherwise provided by any state or federal agency, where a Beneficiary lives or of the United States, to, for, or on behalf of the Beneficiary, including but not limited to the Supplemental Security Income (SSI) program, Federal Social Security Disability Insurance (SSDI) program, Medicare, and Medicaid (Arizona Health Care Cost Containment System (AHCCCS) and Arizona Long Term Care System (ALTCS)), and any mental health programs offered by the state of Arizona or any other state, together with any additional, similar, or successor public programs.
 3. **“Grantor”** shall mean a parent, grandparent, or relative of a Beneficiary, or any court. Grantor shall also include any person or entity which contributes his, her, or its own assets or property to the Trust for the benefit of a Beneficiary, by gift, will, contract, or agreement. No Beneficiary may contribute his or her own assets to this trust.
 4. **“Guardian”** shall mean a legal guardian, conservator, agent under a durable power of attorney, trustee, representative payee, or other legal representative or fiduciary of a Beneficiary.
 5. **“Joinder Agreement”** shall mean the written document that is signed by the grantor of a Trust sub-account to document the creation of a sub-account in a master trust.
 6. **“Supplemental Needs”** shall mean the requisites for maintaining a Beneficiary’s good health, safety, and welfare when, in the discretion of the Trustee, such requisites are not being adequately provided by any public agency, office, or department of the state where that Beneficiary lives or of the United States, or are not otherwise being provided by any other source of income available to that Beneficiary. Supplemental needs shall include, but shall not be limited to, medical or nursing services not provided by programs of government assistance, supportive social services, education, training, case management services, private rehabilitative therapy, transportation, recreation, vacations or outings, telephone or television service, or other supplemental needs which will contribute to the good health, safety and welfare of a Beneficiary. Supplemental needs shall also include items of a similar nature specified in a Joinder Agreement if approved by the Trustee. Supplemental needs may also include services which would alleviate the burden on government when such services are also in the best interest of the Beneficiary.
 7. **“Trustee”** shall mean PLAN of Arizona, Incorporated or its successor or successors in such capacity, and shall include any Co-Trustee or Co-Trustees. “Co-Trustee” shall mean a person or entity selected by the Trustee to assist with the management, administration, allocation, and/or disbursement of Trust assets and property.

ARTICLE III – PURPOSE OF THE TRUST

1. It is the intention of PLAN of Arizona, to establish a supplemental fund, for the benefit of Beneficiaries under this Trust, and not to displace assistance which may otherwise be available to those Beneficiaries. It is the purpose and objective of the Trust to promote the Beneficiaries’ security and happiness, by using trust property to provide and serve the respective interest of the beneficiaries over and above their basic maintenance, support, and care.

2. The Trustee shall pay or apply for the benefit of each Beneficiary, such amounts from the principal or income, or both, of the Trust sub-account maintained for such Beneficiary, up to the whole thereof, as the Trustee, in its sole discretion, may from time to time deem necessary or advisable for the satisfaction of that Beneficiary's supplemental needs, if any. Any income not distributed shall be added annually to the principal in the Trust sub-account maintained for the respective Beneficiary.
3. No part of the corpus of the Trust established herein shall be used to supplant or replace public assistance benefits of any county, state, federal or other governmental agency that may be available to the Beneficiary, unless the Trustee determines, in the sole and absolute discretion, that the advantage of such distributions outweighs the loss or reduction of the Beneficiaries benefits. For purposes of determining any Beneficiary's governmental assistance eligibility, no part of the principal or undistributed income of the Trust shall be considered available to that Beneficiary. In the event the Trustee is requested by any department or agency to release principal or income of a Trust sub-account to, for, or on behalf of any Beneficiary to pay for equipment, medication or services that other organizations or agencies are authorized to provide, or in the event the Trustee is requested by any department or agency administering such benefits to petition any court or administrative agency for the release of Trust principal or income for this purpose, the Trustee shall deny such request and defend any contest of the Article or other attack of any nature. The Trustee shall have complete discretion with regard to the defense of any such claim, including the management of all litigation which may result. The Trustee also shall be authorized, in the Trustee's complete discretion, to settle, in whole or in part, or otherwise compromise any such claim or litigation.
4. Beneficiaries under this Trust shall not have any right to anticipate, sell, assign, mortgage, pledge, or otherwise dispose of or encumber all or any part of the Trust, nor shall any part of the Trust, including income, be liable for debts or obligations of any Beneficiary, or be subject to attachment, garnishment, execution, creditor's bill, or other legal or equitable process.

ARTICLE IV – CONTRIBUTIONS TO THE TRUST

1. The Trust shall be effective as to any Beneficiary upon execution of a Joinder Agreement by a Grantor, or by court order, subject to the approval of PLAN of Arizona. Upon delivery to and acceptance by the Trustee of property acceptable to the Trustee, the Trust, as to the Grantor of such property and the designation of the respective Beneficiary, shall be revocable and said property shall be refundable directly to the Grantor(s) only, during the Grantor(s) life and continued competence, unless otherwise specified on the Joinder Agreement. Upon the death of the Grantor(s), or the determination, according to the terms of the Joinder Agreement, that the Grantor(s) are incapacitated, such Trust shall become irrevocable.
2. Cash contributions, property, or interests in property (such as a policy of life insurance on a Grantor's life in which the Trust is named as a beneficiary, or if the Trust is named as a beneficiary of any other future interest in property, such as under a Grantor's last will and testament) can be transferred by a Grantor as a contribution. Such designation may be revocable and can be revoked by the Grantor as to such property at any time during that

Grantor's life and continued competence, upon prior written notice from the Grantor to the Trustee.

3. No Beneficiary may contribute his or her own assets to this Trust.

ARTICLE V – ADMINISTRATIVE PROVISIONS

1. A separate Trust sub-account shall be maintained for each Beneficiary, but for purposes of investments and management of funds, the Trust may pool these Trust sub-accounts. The Trustee, or its authorized agents, shall maintain records for each Trust sub-account in the name of, and showing the property contributed for, each Beneficiary.
2. For accounting purposes, the trust shall operate on a calendar year basis. Periodic accounts, at least annually, shall be sent to each Grantor while living, and thereafter to any mentally competent Beneficiary or his or her legal representative or other appropriate representative of the Beneficiary, all disbursements and distributions to or from such Trust sub-account occurring during the reporting period, together with a complete statement of the Trust sub-account property.
3. The Trust sub-account records of the Trustee, along with all Trust sub-account documentation, shall be available and open at all reasonable times for the inspection of the Beneficiary, or his or her legal representative, or both. The Trustee shall not be required to furnish Trust records or documentation to any individual, corporation, or other entity that is not a Beneficiary, or does not have the express written approval of the Beneficiary, or is not the legal representative of a Beneficiary.
4. In order for the Trustee to meet its responsibilities under Arizona's prudent investor laws or any other applicable state laws, and amendments thereto, the Trustee may delegate some of all of its investment functions to an Investment Agent with appropriate periodic review and monitoring of the investment advisor's actions.
5. Except as otherwise provided in this instrument, in administering the Trust, the Trustee, or its Investment Agent, without bond, may exercise the following powers: hold, retain, invest, reinvest and manage, without diversification as to kind, amount or risk of nonproductivity, in realty or personalty, and without limitation by statute or rule of law; partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, loan, contract, 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; hold in nominee form, continue business, carry out agreements, deal with itself, other fiduciaries and business organizations in which the Trustee may have an interest; establish reserves, release powers, and abandon, settle or contest claims. The Trustee 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, to do such other acts or things concerning the Trust as may be advisable, and to have and exercise all powers conferred upon fiduciaries by law, including but not limited to, all powers conferred upon fiduciaries in accordance with the Revised Arizona Prudent Investor Act Section 14-7610 (commonly known as the prudent investor rule) and the powers conferred upon the Trustee by said Act are hereby incorporated into this instrument by reference.

6. The Trustee, in its sole discretion, may make any payment under the Trust (a) directly to a Beneficiary, (b) in any form allowed by law, (c) to any person deemed suitable by Trustee, or (d) by direct payment of a Beneficiary's expenses.
7. No power enumerated in this instrument or accorded to trustees generally pursuant to law shall be construed to enable any person to purchase, exchange or otherwise deal with or dispose of the principle or income of any Trust sub-account for less than an adequate or full consideration in money or money's worth, or to enable any person to borrow the principle or income of any Trust sub-account, directly or indirectly, without adequate interest or security.
8. Costs and expenses of defending the Trust from any claim, demand, action, suit, or proceeding may, in the sole discretion of the Directors of PLAN of Arizona, either (a) be apportioned on a pro rata basis to all Trust sub-accounts, or (b) be charged only against the Trust sub-account as to the affected Beneficiary.

ARTICLE VI – PERMISSIVE DESIGNATION OF CO-TRUSTEES

The Trustee may designate a Co-Trustee or Co-Trustees to serve at its pleasure, which Co-Trustee shall be a trust company or bank authorized to perform such a business under the laws of the United States or one of the states thereof. In such cases, the Trustee and Co-Trustee shall execute an operating agreement delineating their separate responsibilities for administration of this trust.

ARTICLE VII – ADVISORS TO THE TRUST

The Trustee may seek the advice and assistance of any legal representatives of Beneficiaries, or others, including any federal, state and local agencies that are established to assist people with disabilities. The Trustee should use available resources to assist in identifying programs that may be of legal, social, financial, developmental, or other assistance to Beneficiaries. The Trustee shall not, in any event, be liable to any Beneficiary for failure to identify all programs or resources that may be available to such Beneficiary because of his or her disabilities.

ARTICLE VIII – INDEMNIFICATION

The Trustee and each of its agents and employees, as well as its agents' and employees' heirs and personal representatives, shall be and 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 Advisor, 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 its agents and employees (or their heirs or personal representatives) shall not be so indemnified with respect to matters as to which he, she, or it shall be finally determined to have been guilty of willful misconduct in the performance of any duty as such, by a court of competent jurisdiction. This right of indemnification shall not be

exclusive of, or prejudicial to, other rights to which the Trustee, its agents or employees may be entitled as a matter of law or otherwise.

ARTICLE IX – AMENDMENT OF TRUST

This Declaration of Trust shall be irrevocable, except that it may be amended from time to time to conform to Article III to effectuate the terms of this instrument. In addition, the Trustee may amend this instrument with the approval of any court of competent jurisdiction in the State of Arizona, so that it conforms with any applicable rules or regulations that are required or advisable by any governmental governing body or agency. The instructions contained in this Article IX are precatory and not mandatory.

ARTICLE X – TERMINATION OF TRUST

1. Every reasonable attempt will be made to continue the Trust for the purposes for which it is established. However, it is recognized that the Trustee does not and cannot know how future developments in the law, including administrative agency and judicial decisions, may affect the Trust or any Trust sub-account. In the event the trust or any trust sub-account cannot be administered to effectuate the purposes of this trust under Article III, then the Trustee is empowered to seek instruction from a court of competent jurisdiction regarding the termination and disposition of funds or property held in the trust or the trust sub-account.
2. Upon the death of a Beneficiary, after payment of all final expenses, taxes, and fees, any amounts remaining in the Beneficiaries Trust sub-account shall be paid over to such estates and interests as the grantor shall designate in the Joinder Agreement executed by the Grantor of the Trust sub-account.

ARTICLE XI – RESIGNATION OF TRUSTEE

The Trustee may resign only with the approval of a court of competent jurisdiction in this state. A successor Trustee shall be selected and appointed by the court. Any successor Trustee shall act as such without any liability for the acts or omissions of any predecessor Trustee.



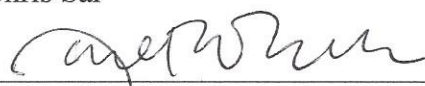
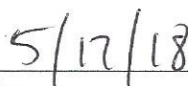

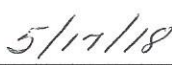
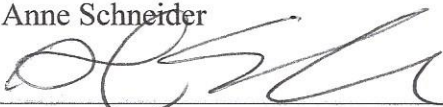
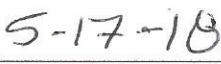
ARTICLE XII – GENERAL MATTERS AND INSTRUCTIONS WITH REGARD TO THE TRUSTEESHIP

1. The Trustee shall not be required to furnish any bond for the faithful performance of the Trustee's duties. If bond is required by any law or court of competent jurisdiction, no surety shall be required on such bond.
2. The Trust established under this instrument shall be administered free from the active supervision of any court. Any proceedings to seek judicial instructions or a judicial determination shall be initiated by the Trustee in any court having jurisdiction of these matters relating to the construction and administration of the Trust.
3. The Trustee shall be entitled to reasonable compensation, commensurate with the services actually performed, and to reimbursement of costs and expenses properly incurred. Payment shall be made in accordance with the current fee schedule.

4. The validity of the Trust shall be determined by the laws, including valid regulations, of the United States and the State of Arizona. Questions of construction and administration of this Trust shall be determined by the laws of the situs of administration.
5. The trustee shall delegate investment functions for the trust to an agent possessing appropriate investment skills within the meaning of A.R.S. §14-7609. Said agent may be a trust company as defined under A.R.S. §6-867.

IN WITNESS WHEREOF, the undersigned hereby subscribe to the above Declaration of Trust, on the date and year first above written.

PLANNED LIFETIME ASSISTANCE NETWORK OF ARIZONA, INC.

	
Chris Sar	Date
	
Janet Nash	Date
	
Beth Sonnett	Date
Anne Schneider	Date
	
Paul Sadler	Date