

MASTER TRUST AGREEMENT

THIS MASTER TRUST AGREEMENT made this 2nd day of November, 1998, by The Family Trust, a Pennsylvania nonprofit corporation (the "Trustee").

WITNESSETH

WHEREAS, it is widely acknowledged that persons with disabilities lead healthier, safer and more meaningful and productive lives when they have the support of their families and communities; and

WHEREAS, planning for the continuation of those supports after the incapacity or death of parents, guardians and caretakers is stressful for families of persons with disabilities; and

WHEREAS, amendments to the Medicaid program allow persons with disabilities, certain members of their families, and Courts to place assets in trust under certain circumstances without subjecting those assets to spend-down or recapture rules.

NOW THEREFORE, the Trustee establishes this Master Trust Agreement (hereafter Agreement) intending to conform to the requirements of 42 U.S.C. §1396p(d)(4)(c) as the same may be amended from time to time, and applicable state rules or statutes which create an exception to the treatment of trust assets of disabled individuals. The Agreement will serve as a convenience for persons wishing to fund a trust for a disabled individual by permitting them the choice of adopting this Agreement by reference, subject to the acceptance by the Trustee, and the Trustee agrees to hold, administer and distribute income and principal of the resulting trust in accordance with the terms of this Agreement and individual Joinder Agreement.

ARTICLE I

DEFINITIONS

Account. The term "account" or "trust account" shall refer to an account established to hold the trust assets contributed by a Settlor to the Trust for the benefit of a named Beneficiary.

Beneficiary. Shall mean those disabled persons as defined in 42 U.S.C. §1382c(a)(3), as amended from time to time for whose benefit an account has been established by a qualified Settlor in accordance with a Joinder Agreement. Beneficiary does not include any persons or organizations which may have remainder interests in any Trust or Account.

Board. Shall mean the Board of Directors of The Family Trust.

Distribute. Shall mean to pay over, convey, deliver, transfer, and assign absolutely in fee simple forever, free of Trust.

benefit of the affected Beneficiaries, as provided in the Joinder Agreement.

Distribution of Remaining Assets. In the event of termination pursuant to Article XIII, trust assets, including principal and undistributed net income, shall be distributed in accordance with the Joinder Agreement. If, in the sole and absolute discretion of the Trustee, distribution in accordance with this paragraph shall not be practicable, trust assets shall be held by the Trustee until disposition is directed by a court of competent jurisdiction.

ARTICLE XIV

TAXES

Taxes.

- a. The Settlor acknowledges that contributions to the Trust are not deductible as charitable gifts, or otherwise.
- b. The Settlor remains responsible for filing gift tax returns and paying gift taxes which may be required as a consequence of transferring assets to the Trust. Professional tax advice is recommended.
- c. Trust account income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary subject to applicable exemptions and deductions. Professional tax advice is recommended.
- d. Trust account income may be taxable to the Trust, and when this is the case, such taxes shall be allocated to the Beneficiaries' accounts in a manner determined by the Board and charged against such account.

ARTICLE XV

POTENTIAL CONFLICTS OF INTERESTS

Disclosure of Potential Conflicts of Interest.

The Trustee has a potential conflict of interest in its administration of this Trust because it will contract with its affiliates and appoint persons to assist in the carrying out of its Trustee duties who may be employees or members of the Board of Directors of ARC Allegheny or one or more of its corporate affiliates. Therefore, in making distributions from the Trust accounts in accordance with the provisions of this Trust Agreement, it is contemplated that the Trustee may make disbursements directly to ARC Allegheny or related corporations on behalf of one or more Beneficiaries to cover the costs of services and benefits provided by such corporations. The Trustee is expressly authorized to make such disbursements, subject to the limitations on authority as set forth in this Agreement. The Settlers executing the Joinder Agreements are aware of the potential conflicts of interest that exist in the Trustee's administration of the Trust. Each Settlor waives any and all claims against the Trustee on account of self-dealing, conflicts of



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interest or any other act as long as the fees charged their Trust are consistent with charges for comparable services. The Trustee shall not be liable to the Settlor or to any party for any act of self-dealing or conflict of interest resulting from its affiliations with ARC Allegheny or with any beneficiary or constituent corporations as long as the fees charged their Trust are consistent with charges for comparable services.

A potential conflict of interest also exists in the administration of this Agreement for Beneficiaries. The Family Trust will have a remainder interest in the trust accounts. Any amounts remaining in a trust account at the death of the Beneficiary named by that trust account will remain with The Family Trust for the benefit of other persons with disabilities. Settlers are made aware of the existence of this potential conflict of interest and expressly waive any and all claims against the Trustees on account of such self-dealing, conflict of interest or any other similar act.

**FIRST AMENDMENT
TO THE FAMILY TRUST MASTER TRUST AGREEMENT**

THIS FIRST AMENDMENT TO THE FAMILY TRUST MASTER TRUST AGREEMENT, is made this 11th day of March, 2015 by the the Board of Trustees of The Family Trust.

WITNESSETH:

WHEREAS, on November 2, 1998, The Family Trust established The Master Trust Agreement, referred to herein as “Agreement” for the benefit of certain individuals with disabilities, and

WHEREAS, Articles II and VIII state that the intent and purpose of the Agreement is to provide for the supplemental care of the Beneficiaries only and that the assets held pursuant to the Agreement are not to be distributed for the Beneficiaries’ primary or basic support; and

WHEREAS, Article XIII grants the Board of Trustees the power to amend the Agreement to conform to the requirements of 42 U.S.C. §1396p(d)(4)(C) and to the rules and regulations approved by any governing body or agency relating to such acts and to state statutes and regulations that are consistent with the provisions and purposes of such acts; and

WHEREAS, the terms of the Agreement as originally written do not meet the use-of benefits policy for representative payees in regards to transfers of conserved Social Security or Supplemental Security Income benefits to a trust by a representative payee; and

WHEREAS, the Board of Trustees of The Family Trust wishes to comply with the use-of benefits policy for representative payees in regards to transfers of conserved Social Security or Supplemental Security Income benefits to a trust; and

WHEREAS, the Board of Trustees of The Family Trust has voted to approve an amendment to the Agreement that would do so,

NOW THEREFORE, the Board of Trustees of The Family Trust does hereby amend and restate said Agreement, pursuant to the powers granted at Article XIII as follows:

1. ARTICLE II, INTENT AND PURPOSE OF THE TRUST, is replaced in its entirety with the following:

Intent and Purpose of Trust. Trustee, by the creation of this Agreement, and each Settlor by the joinder in this Agreement, intend to conform to the requirements of 42 U.S.C. §1396p(d)(4)(C), as amended from time to time, and applicable state rules which create an exception to the normal spend-down and recapture rules otherwise applicable to trust assets held for the benefit of disabled individuals. It is the Trustee's intent to expend the income and principal of the Trust Estate, to such an extent and in such manner, as Trustee, in its sole discretion deems advisable for Beneficiaries' comfort and special needs, and enhancement of the quality of his or her life. The Master Trust is created primarily for the supplemental care of disabled individuals as defined in 42 U.S.C. §1382c(a)(3), for whom an account is established by a parent, grandparent, legal guardian, Court or the disabled individual. However, the Trustee may, in its sole and absolute discretion, make distributions for the requisite items or services necessary to provide for and maintain Beneficiary's current and reasonably foreseeable needs when, in the discretion of the Trustee, such items or services are not being paid for or provided by any public agency, office or department of any State or of the United States. The Master Trust may contain the assets of such disabled Beneficiaries. Upon the death of a Beneficiary, all assets remaining in such Beneficiary's account shall be retained by the Trust to be used for the charitable purpose of providing supplemental support for certain individuals with disabilities who are, or who are designated by the Trustee in its sole and absolute discretion as, Beneficiaries of the Trust, and who execute or who have executed the Trust's Joinder Agreement to establish an Account in the Trust to help them to live healthy, safe, meaningful and productive lives.

2. ARTICLE VIII, TRUST ASSETS DURING LIFETIME OF BENEFICIARY, is replaced in its entirety with the following:

Administration. During such time that a Beneficiary is living, the Trustee shall hold and administer the trust assets held for the benefit of such Beneficiary in accordance with this Agreement and to the extent possible, as the Trustee shall determine in its sole and absolute discretion, with the Joinder Agreement executed by the Settlor.

Distributions During Lifetime of Beneficiary. During such time that a Beneficiary is living, the Trustee shall pay so much or all of the net income or principal or both from a Beneficiary's account, as the Trustee, in its sole and absolute discretion, may from time to time deem advisable for such Beneficiary's extra and supplemental care, if any. Trustee may, in its sole and absolute discretion, also make distributions to meet the Beneficiary's current and reasonably foreseeable needs. In exercising its discretion the Trustee may consider all other sources of income and resources actually known to it to be available to such Beneficiary and all

circumstances and factors deemed pertinent by the Trustee. Any income not distributed shall be added to the principal in the account maintained for each Beneficiary.

Priority of Beneficiaries. In making discretionary distributions to or for the benefit of a Beneficiary from such Beneficiary's account, the Trustee shall not consider the effect such distributions may have upon the interest of any remainder Beneficiary.

Availability of Trust Assets. No portion of the principal or undistributed income of any Beneficiary's account shall be considered available to the Beneficiary for determining eligibility for assistance from any local, state or federal government agency, department or program.

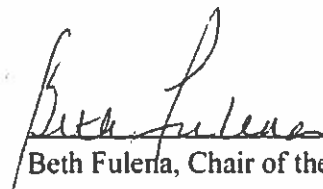
Trustee Discretion Conclusive. Nothing in this Agreement nor in the Joinder Agreement shall be deemed to require the Trustee to make or refrain from making a distribution to or for the benefit of a Beneficiary. The Trustee shall make or refrain from making distributions in its sole and absolute discretion. The discretion of the Trustee shall be conclusive as to the advisability of any distribution. Under no circumstances may any Beneficiary, or any other person, compel a distribution from a Beneficiary's account.

3. ARTICLE IX, TRUST ASSETS AT DEATH OF BENEFICIARY, is replaced in its entirety with the following:

Upon the death of a Beneficiary, all assets remaining in such Beneficiary's account shall be retained by the Trust to be used for the charitable purpose of providing supplemental support for certain individuals with disabilities who are, or who are designated by the Trustee in its sole and absolute discretion as, Beneficiaries of the Trust, and who execute or who have executed the Trust's Joinder Agreement to establish an Account in the Trust to help them to live healthy, safe, meaningful and productive lives.

INCORPORATING this First Amendment, the Board of Trustees of The Family Trust does hereby ratify, affirm and restate the the Trust Agreement, and

IN WITNESS WHEREOF, the Board of Trustees, by its presiding officer, has set their hand and affixed their seal, as of the day and year first written above.



Beth Fuleria, Chair of the Board of Trustees
The Family Trust (SEAL)