

THIRD PARTY MASTER POOLED TRUST

Guardian Finance and Advocacy Services

THIS INSTRUMENT, is established on August 27, 2014, by Guardian Finance and Advocacy Services, a Michigan non-profit corporation, with office at 18 West Michigan Avenue, Battle Creek, Michigan 49017, and restated on January 15, 2016, pursuant to Section 10.5 of the original Trust Instrument.

ARTICLE I

Establishment of Trust

1.1 **Trust is Established.** The Trustee establishes this pooled trust pursuant to 42 U.S.C. § 1396p, as amended, to be made available for the benefit of Beneficiaries under this Trust.

1.2 **Name of Trust.** The pooled trust established under this Instrument (the "Trust") may be properly referred to under alternate names as the Trustee deems appropriate. The Trust may be called: (i) The Guardian Finance and Advocacy Services Third Party Master Pooled Trust; (ii) The Guardian, Inc. Third Party Master Pooled Trust; (iii) The GFAS Third Party Master Pooled Trust; (iv) the Third Party Master Pooled Trust of Guardian Finance and Advocacy Services; or (v) all of the proceeding names to be used interchangeably as the Trustee determines in its sole discretion to be in the best interest of the Trust and the Trust Beneficiaries.

1.3 **Funding the Trust.** Contemporaneously with the establishment of this Trust Instrument the Trustee conveys a one-time payment of One Hundred and no/100 Dollars (\$100.00) to the Trust in order to initially fund the Trust. The Trust Property shall also consist of any contributions in cash or other Property made to the Trust Estate at any time by any Grantor in accordance with the provisions of Article III, captioned "Grantor Contributions".

1.4 **Irrevocable Trust.** The Trust shall be, and is, irrevocable.

ARTICLE II

Definitions

2.1 "Agent" means a person, entity, or both, selected by the Trustee to assist with the management, administration, allocation, and disbursement of Trust Property.

2.2 "Beneficiary" means a person with disabilities and who a Grantor shall specify as the sole recipient of services and benefits under any one of the particular Trust Sub-Accounts created under and within this Trust by the Grantor.

2.3 "Disabled Person" or "person with disabilities" means a "disabled person" as defined in § 1614 (a)(3) of the Social Security Act (42 U.S.C. § 1382c (a)(3)), who qualifies under 42 U.S.C. § 1396p, as amended, and shall also include persons who meet the definition of "disabled" even though there has not

been any official determination of such individual's disability by a court of law, the Social Security Administration, Medicaid, or other governmental entity.

2.4 "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, together with any additional, similar, or successor public programs.

2.5 "Grantor" means a person who establishes a Sub-Account within the Trust through a Joinder Agreement and contributes his or her money or property to the Trust for the benefit of a Beneficiary. The Grantor is a person other than the Beneficiary, the Beneficiary's spouse or anyone obligated to pay any sum for damages or any other purpose to or for the benefit of the trust Beneficiary under the terms of a settlement agreement or judgment.

2.6 "Joinder Agreement" means the individual written agreement between the Trustee and a Grantor by which the Grantor establishes a Trust Sub-Account for the sole benefit of a Beneficiary.

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

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

2.9 "Property" shall mean all things of value that will be contributed to the Trust by the Grantor. The contribution may be by different means such as, by way of example, an outright gift, designation through a will, trust, or life insurance, or by court order.

2.10 "Remainder" shall mean the amount of money and property in a Beneficiary's Trust Sub-Account upon the death of a Beneficiary after the payment of allowable administrative expenses.

2.11 "Supplemental Care" and "Supplemental Needs" 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 "Trust" shall refer to this trust instrument as amended from time to time by the Trustee with the approval of the Board of Directors for Guardian Finance and Advocacy Services.

2.13 "Trust Property" means all things of value to which the Trust has an interest; the collective sum of all Sub-Accounts which are pooled together for management and investment. This may be, by way of example, money, real estate, stocks, or bonds. Trust Property may also be called "Trust Assets" or "Trust Estate". Trust Property shall also include income from Trust Property.

2.14 "Trust Sub-Account" means a trust account established, held and maintained for the sole benefit of a Beneficiary which includes assets provided by (i) a Beneficiary or a Beneficiary's spouse; (ii) a person, including a court or administrative body, with legal authority to act in place of or on behalf of a Beneficiary, or (iii) any person, including a court or administrative body, acting at the direction or upon the request of a Beneficiary.

2.15 “Trustee” means the Michigan nonprofit corporation Calhoun County Guardian d/b/a Guardian, Inc., or Guardian Finance and Advocacy Services, or its successor or successors, which has been recognized by the Internal Revenue Service as being a public charity pursuant to Sections 170(a) and 501(c)(3) of the Internal Revenue Code of 1986 as amended.

ARTICLE III

Grantor Contributions

3.1. **Grantor’s Intent to Establish a Supplemental Fund.** When making a contribution to a Beneficiary’s Trust Sub-Account, no Grantor shall intend to displace any public or private financial assistance that may otherwise be available to any Beneficiary. All Grantors contributing to this Trust shall intend to establish a supplemental fund pursuant to 42 U.S.C. § 1396p, as amended, and to limit the Trustee’s disbursements solely to, or on behalf of, a Beneficiary for that respective Beneficiary’s supplemental care and supplemental needs only.

3.2. **Irrevocability of Joinder Agreements.** Subject to approval by the Trustee, and to the terms of this Trust, the Trust shall be effective as to any particular Beneficiary upon contribution of Property to the Trust and execution of a Joinder Agreement by a Grantor and Trustee. Upon approval by the Trustee, and delivery of Property that is acceptable to the Trustee, the Trust shall be irrevocable as to that Grantor and Beneficiary, the contributed Property shall not be refundable to the Grantor, and a Beneficiary named in the Joinder Agreement may not be revoked or changed.

3.3. **Effect of Grantor’s Contribution.** Specifically subject and subordinate to this Article III and to the Trustee’s sole and absolute discretion to make distributions, total distributions made on behalf of a Beneficiary by the Trustee shall not exceed any amount equal to the total of all contributions made to that Beneficiary’s Trust Sub-Account by the Grantor plus any undistributed income.

3.4. **Future Transfer of Property.** 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 by the Grantor, provided the Grantor gives prior written notice to the Trustee or Agent designated for such purposes by the Trustee. The written notice shall be by certified mail, return receipt requested. Examples of contributions designated for future transfer are a life insurance policy on the Grantor’s life for which the Trust is designated as a beneficiary or the Trustee is named as a beneficiary of any future interest in property, such as that which might pass by way of a Grantor’s Last Will and Testament.

3.5. **Effect of Designation of Future Transfers of Property.** In cases of future designations of property as described in Section 3.4, the Trustee will not consider such designations to be completed or effective, nor shall it credit any such property to a particular Beneficiary’s Trust Sub-Account, until such Property has been actually transferred or delivered to the Trust and accepted by the Trustee.

ARTICLE IV

Distributions during the Beneficiaries Lifetime

4.1 **In General.** Subject to the Trustee’s sole and absolute discretion, distributions from any of the individual Trust Sub-Accounts shall be made according to the provisions of this Article IV during the lifetime of a Beneficiary.

4.2 **Distributions Within Discretion of Trustee.** The Trustee 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 Trust Sub-Account maintained for that Beneficiary, up to the whole amount, as the Trustee, in its sole and absolute discretion, may from time to time deem necessary or advisable for each Beneficiary's Supplemental Needs. The Trustee shall have sole and absolute discretion to allocate all distributions between principal and income. Any income not distributed from a Trust Sub-Account shall be added to the principal of that Trust Sub-Account.

4.3 **Distributions are for Supplemental Needs.** The Trustee shall apply for the benefit of Beneficiary, for Beneficiary's lifetime, such amounts from principal or income, up to the whole amount of the Trust Property in the Beneficiary's Sub-Account, as the Trustee in its discretion may from time to time deem necessary or advisable for the satisfaction of Beneficiary's Supplemental Needs. Supplemental Needs refers to the requisites for maintaining a Beneficiary's health, safety, and welfare when, at the discretion of the Trustee, such requisites are not being provided by any public agency, office or department of the State of Michigan, or any other state or of the United States. Trustee will exercise its discretionary powers in a manner which will provide flexibility in the administration of the trust under conditions from time to time existing in the best interest of a Beneficiary, and in exercising such powers, the discretion of Trustee shall be conclusive as to the advisability of any distribution of income or principal, and the same shall not be subject to judicial review.

4.5 **Appropriate Distributions.** In providing for such Supplemental Needs, Trustee shall expend such amounts of income and principal as shall enable the beneficiary to achieve a Beneficiary's maximum potential and to lead as comfortable and normal a life as possible. To that end, Trustee shall expend the income and principal of the Trust in ways that shall protect, enforce, and expand a Beneficiary's rights, and to act as a friend and advocate for a Beneficiary. Further, Trustee shall have the sole and absolute discretion to distribute funds to purchase any property, personal or real, for the use of a Beneficiary which would be considered an exempt resource pursuant to applicable provisions of the Social Security Act, 42 USC § 1382 et seq., or a successor statute.

4.6 **Manner of Payment.** The Trustee, in its sole and absolute discretion, may make any payment from a Trust Sub-Account in any form allowed by law, to any person deemed suitable by the Trustee, or by direct payment for the expenses of a Beneficiary.

ARTICLE V

Distributions at a Beneficiary's Death

5.1 **Comply with Law.** Upon the death of a Beneficiary, any amounts that remain in that Beneficiary's Trust Sub-Account shall be administered so as to conform with all of the requirements of 42 U.S.C. § 1396p, as amended, and related statutes, including state statutes and regulations that are consistent with the provisions and purposes of 42 U.S.C. § 1396p, as amended, and pertaining to reimbursement to the states for government assistance provided on behalf of the individual Beneficiary.

5.2 **Distribution of Trust Property.** Any assets remaining in a Beneficiary's Trust Sub-Account shall be distributed as follows: (a) a share of the Remainder equal to ten percent (10%) up to a maximum sum of Five Thousand and no/100 Dollars (\$5,000.00), or if a greater sum is specified in the Joinder Agreement that greater amount, will be retained by the Trustee and added to an Administrative Sub-Account for the Trustee; (b) the remaining assets in the Beneficiary's Trust Sub-Account shall be distributed as directed by the Grantor in the Joinder Agreement; and (c) if the Joinder Agreement fails to specify how the Property remaining in the Beneficiary's Trust Sub-Account is to be distributed or there is

Property remaining in the Beneficiary's Trust Sub-Account, it shall be used, in the sole direction of the Trustee, for the direct or indirect benefit of other Beneficiaries of the Trust or other persons with disabilities.

5.3 **Termination of Trust Sub-Account.** Upon disbursement of Trust Property equal to the balance set forth in a Beneficiary's Trust-Sub-Account as allowed in this Article V, the Trust Sub-Account for that Beneficiary shall terminate.

ARTICLE VI

Termination of Trust or Trust Sub-Accounts

Every reasonable attempt will be made to continue the Trust for the purposes for which it has been established. It is recognized, however, that the Trustee cannot reasonably be expected to know how future developments in the law, including administrative agency and judicial decisions, or the life of the Beneficiary, may affect the Trust or any of the Trust Sub-Accounts. If the Trustee has reasonable cause to believe that the principal or income in any Trust Sub-Account maintained for any Beneficiary will be required to be used for the care of a Beneficiary that has been, or would otherwise be, provided by local, state, or federal government, or an agency or department, the Trustee distribute the funds according to the early termination provision of the Joinder Agreement. If no provisions for distribution are made in the Joinder Agreement for early termination of the trust, the Trustee may, in its sole and absolute discretion as to what is in the best interest of the Beneficiary, exercise one of the following provisions:

- A. terminate the affected Beneficiary's Trust Sub-Account as though that Beneficiary had died and treat the property in the Sub-Account according to the provisions in Article V;
- B. continue to administer the affected Beneficiary's Trust Sub-Account under separate agreement with the affected Beneficiary or such Beneficiary's legal representative; or
- C. transfer the Trust Property in a Beneficiary's Trust Sub-Account to the Trustee of another qualified pooled trust with similar purpose and intent as this Trust Instrument.

Such an event shall not render this Trust Instrument revocable or terminated and shall not make the Trust Property in the Sub-Account available to a Beneficiary.

Before making any distribution under this Section the Trustee should consider the tax, Medicaid, and other public benefit consequences to a Beneficiary of any particular distribution.

ARTICLE VII

Trust Sub-Account Administration

7.1 **Establishment and Maintenance of Trust Sub-Accounts.** A separate Trust Sub-Account shall be established and maintained for the sole benefit of each Beneficiary in an amount equal to the value of the Property contributed to the Trust by a Grantor, but the Trust shall pool these Sub-Accounts for administrative, investment and management purposes. The Trustee, or the Trustee's authorized agents, shall maintain records for each Trust Sub-Account in the name of its designated Beneficiary.

7.2 **Taxes.** It is the Trustee's intent that each Beneficiary's Trust Sub-Account be treated as a Grantor Trust for purposes of determining the Beneficiaries' tax liability. To this end, and subject to all relevant provisions of the Internal Revenue Code of 1986, as amended (the "Code"), so as to realize Grantor Trust status pursuant to Section 677(a)(3) of the Code, the Trustee may apply trust income from each Trust Sub-Account to the payment of premiums on policies of insurance on the life of each respective Beneficiary without the approval or consent of any adverse party within the meaning of Section 672(a) of the Code. Nothing in this Section shall in any way affect or modify the intent or purpose of the Trust. For the purposes stated in this Trust, all income received, distributed, held, or accumulated by the Trust that is apportioned to a Trust Sub-Account shall be taxable to the Beneficiary of that Trust Sub-Account. The Trustee may make distributions directly to the taxing authority of any such amounts of income or principal of the Trust that it determines is necessary to satisfy a Beneficiary's tax obligations.

7.3 **Accounting to the Beneficiaries.** The Trustee shall account at least annually to each Beneficiary or to such Beneficiary's legal representative. The account shall include a complete statement of the Trust Sub-Account assets and all of the receipts, disbursements, distributions to or from such Trust Sub-Account occurring during the reporting period and the value of the balance on hand at the end of the reporting period.

7.4 **Inspection of Trust Records by Beneficiary.** The Trust Sub-Account records maintained by the Trustee, along with all Trust records or documentation, shall be available and open at all reasonable times for inspection by a Beneficiary, the legal representative of a Beneficiary, or both. The Trustee shall not be required to furnish Trust records, Sub-Account records, or documentation to any individual, corporation, or other entity who: (1) is not a Beneficiary; (2) is not the legal representative of a Beneficiary; or (3) does not have express written authorization of a 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 or documentation.

7.5 **Costs of Defending Trust.** Costs and expenses of defending the Trust, or any Trust Sub-Account, including attorney's fees incurred before, during, or after trial, and on appeal, against any claim, demand, legal action, equitable action, suit, or proceeding may, in the sole discretion of the Trustee, be apportioned on a pro rata basis to all Trust Sub-Accounts or charged only against the Trust Sub-Account(s) of the affected Beneficiary(s).

ARTICLE VIII

Trustee Provisions

8.1 **Trustee May Seek Advice.** The Trustee may, in performing its duties under this Trust, seek the advice and assistance of any person or entity it deems to be appropriate, including, but not limited to, any federal, state, or local agencies that are established to assist people with disabilities. Associated costs, if any, shall be a proper expense of the Trust and may be apportioned on a pro rata basis to all Trust Sub-Accounts or charged only against the Trust Sub-Account of the Beneficiaries for which the Trustee seeks advice or assistance.

8.2 **Designation of Agent.** The Trustee may designate an Agent, or Agents, as it may deem, in its sole and absolute discretion, to be necessary or advisable.

8.3 **Trustee Identification of Programs.** The Trustee may, but is not required to identify private or governmental programs that may be of legal, social, financial, developmental, or other assistance

to Beneficiaries, or to create programs when such programs do not exist. The Trustee shall not be liable to any Beneficiary for failure to identify all programs or resources that may be available to such Beneficiary or to create programs when such programs do not exist.

8.4 **Scope of Trustee's Power.** The Trustee shall have the discretionary administrative power to deal with any Trust Property conferred by the common law and by PA 386 of 1998, the Estate and Protected Individual Code, or any successor Act or Code which is incorporated into this Trust by reference. Without in any way limiting the generality of the foregoing, the Trustee is granted the following specific powers in addition to and not in substitution for powers previously conferred:

A. demand, receive, compromise or adjust any rights of action, any money or other property, and any right or title;

B. bring, defend or dismiss any action, suit or proceeding and to employ counsel;

C. to act through agents;

D. in appropriate instances to convert and reconvert, invest and reinvest in any type of property, real or personal, sell, exchange, borrow funds and pledge, margin or mortgage the whole or any portion of the funds or property held in Trust upon such terms and conditions as the Trustee may deem best;

E. to retain as an investment any and all property originally forming part of the Trust Estate or added to it while serving as Trustee, even though such retention might result in a lack of diversification of investment, for such time as the Trustee shall deem advisable;

F. to vote any stock proxy; to exercise or refrain from exercising, options, privileges or voting rights in connection with any stock or other securities held in the Trust Estate;

G. to deposit stock or other securities under reorganization, consolidation or merger plans and to participate in cooperative action through creditors', bondholders', or stockholders' committees;

H. to hold and/or register securities in the name of a nominee with or without disclosing the fiduciary relationship, but no such holding or registration shall relieve the Trustee from liability for the custody of and proper dealing with such securities pursuant to the requirements of this instrument and applicable law;

I. to operate, maintain, dedicate, convey, exchange, lease for any length of time, partition, plat, subdivide, improve, build, alter, repair, surrender, abandon, grant easements, or otherwise deal with or dispose of all Trust Property, or any part of it, at times, in the manner, and upon terms the Trustee may deem expedient and proper;

J. to pay taxes, assessments, insurance premiums, Trustee's fees, attorney's fees and all other reasonable expenses incidental to carrying out this Trust;

K. to make, execute and deliver such instruments and to do such other acts as may be required or deemed necessary or advisable for the fulfillment of the Trust.

8.5 **Trustee's Discretion to Accept Beneficiaries.** If the Social Security Administration or any authorized governmental entity has not made a determination that a Beneficiary is a disabled person, the Trustee is authorized to accept such Beneficiary within its discretion if it has made a reasonable determination that a Beneficiary is a disabled person as defined in 42 U.S.C. § 1382c (a)(3).

8.6 **Trustee to Receive Full Consideration for Trust Assets.** No authority described in this Trust, or available to trustees pursuant to applicable law, shall be construed to enable the Trustee to purchase, exchange, or otherwise deal with or dispose of the assets 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 assets of any Trust Sub-Account, directly or indirectly, without adequate interest or security.

8.7 **Trustee Entitled to Reasonable Compensation.** The Trustee and any Agent(s), and their agents, shall be entitled to reasonable compensation and to reimbursement of costs and expenses properly incurred in the management or administration of the Trust. All such compensation and reimbursement shall be made in accord with a schedule of fees and charges as specified in each Beneficiary's Joinder Agreement.

8.8 **Trustee Resignation; Successor Trustees.** The Trustee may resign upon written notice to the Beneficiaries and to the Agent(s), if the Trustee has named an Agent(s), at the time of the Trustee's resignation. Upon any such resignation, the Trustee shall designate a successor Trustee. A successor Trustee shall assume its duties under this Trust without any liability for the acts or omissions of any predecessor Trustee. The provisions of this Section shall also control if the Trustee ceases to exist, is dissolved, or can no longer serve as Trustee for any other reason. After acceptance by a successor Trustee, the Trustee shall provide a final accounting to the Beneficiaries and to the Agent(s), if any.

ARTICLE IX

Spendthrift Provisions

9.1 **Beneficiaries Have No Claim on Trust Assets.** This Trust shall not be reduced in value by creditors or any of the Beneficiaries. The public and private assistance benefits of the Beneficiaries should not be terminated or made unavailable to a Beneficiary because of this Trust or the assets held in any Trust Sub-Account for their benefit. This is not a support trust, and assets held in this Trust and the Sub-Accounts of this Trust are not intended for the primary support of the Beneficiaries and shall only be used for their supplemental care or supplemental needs. The Grantor and Trustee owe no obligation of support to any of the Beneficiaries, and none of the Beneficiaries have any right of entitlement to the Trust Property or income, except as the Trustee elects to disburse the same in its sole, complete, absolute, and unfettered discretion.

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

ARTICLE X

General Provisions

10.1 **No Requirement to Furnish Bond.** Neither the Trustee, nor any Agents, shall be required to furnish bond for the faithful performance of any duties created under 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.

10.2 **Indemnification of Trustee.** The Trustee, its Agents and those acting otherwise in concert with the Trustee, are indemnified by the Trust and the Trust Property against all claims, liabilities, fines, or penalties, and against all costs and expenses, such as attorney's fees and disbursements and the cost of reasonable settlements, imposed upon, asserted against or reasonably incurred in connection with or arising out of any claim, demand, action, suit, or proceeding in which they may be involved by reason of being or having been a Trustee or affiliated with a Trustee, whether or not they shall have continued to serve at such time of incurring such claims, liabilities, fines, penalties, costs, or expenses or at the time of being subjected to the same. The Trustee, its Agents and those acting in concert with the Trustee, shall not be indemnified with respect to matters as to which they shall be finally determined by a court of competent jurisdiction to have been guilty of willful misconduct in the performance of any duty. This right of indemnification shall not be exclusive of, or prejudicial to, other rights to which the Trustee, its Agents and those acting in concert with the Trustee may be entitled as a matter of law or otherwise.

10.3 **Trust to Be Free From Court Supervision.** This Trust shall be administered free from the active supervision of any court. Any proceedings to seek judicial instructions or a judicial determination may be initiated by the Trustees, or an Agent that is specifically named as such by the Trustee, in any court having jurisdiction of matters relating to the construction and administration of trusts, subject to the Trustee's choice of jurisdiction and venue, unless an agreement between the Trustee and an Agent provides to the contrary, in which event such agreement shall control.

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

10.5 **Amendments to Trust Instrument.** Even though this Trust is irrevocable, it may be amended from time to time to effectuate its purposes and intent, but not in any manner that would cause it to disqualify as a pooled trust according to 42 U.S.C. § 1396p, as amended, or any related statutes. The Trustee may also, but is not required to, amend this Trust so that it conforms with any changes or interpretations of statutes, rules, or regulations that are approved by any governing body or agency relating to 42 U.S.C. § 1396p, as amended, or related statutes, such as state statutes and regulations that are consistent with the provisions and purposes of 42 U.S.C. § 1396p, as amended. . Notice of any amendment shall be given to the Michigan Department of Human Resources and the Social Security Administration as well as to any Beneficiary that is directly affected by the proposed amendment.

Any conforming or effectuating amendments that might be made may be made unilaterally by the Trustee without notice to any party or Beneficiary and may be made effective retroactively or prospectively as the Trustee deems most appropriate in its sole discretion. Any provision of this Trust that may disqualify any beneficiary for government assistance of substantial value shall be automatically, ab initio, amended, limited or void, as required to avoid any such disqualification. In any instance where the Trustee deems that the Trust should be conformed to particular state statutes or regulations, any such conforming amendments may be effectuated through the Joinder Agreements.

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