

BERKS COMMUNITY TRUST MASTER TRUST AGREEMENT

PREAMBLE

The Trustees of the Berks Community Trust (hereinafter called "Trustees") hereby establish this Master Trust Agreement for the convenience of Settlor's desiring to establish trust accounts for disabled beneficiaries. If a Settlor executes an Instrument of Adoption incorporating this Master Trust Agreement by reference, upon acceptance by the Trustees, the Trustees agree to hold, administer and distribute the income and principal of the Beneficiary's Trust share in accordance with the terms and provisions hereinafter set out, and as modified by each such Instrument of Adoption.

I. PURPOSE OF TRUST SHARE

The intent of each Settlor is for the Trustees to use a Beneficiary's Trust Share to promote the happiness, welfare and development of the Beneficiary without materially reducing the Public Assistance the Beneficiary may be entitled to receive from any local, state or federal government or agency, or department thereof, and without using any portion of the income or principal of a Beneficiary's Trust Share to reimburse any local, state or federal government or agency or department thereof for any such Public Assistance received by the Beneficiary. The intent of each Settlor of a Trust Share is that the Trust Share's principal and income not be considered an available resource of the Beneficiary for any purposes whatsoever, including but not limited to the Beneficiary's financial eligibility for any Public Assistance (hereinafter defined) as determined in accordance with any rules or regulations set forth by any local, state or federal government or agency or department thereof. Therefore, the assets residing in this Trust cannot be used to reimburse or to substitute for any goods or services provided by any government entity. Moreover, each Trust Share shall be utilized solely to supplement, but not supplant, the Public Assistance to which a Beneficiary may be entitled. Members of a Beneficiary's family may also indirectly benefit from any distribution from the Beneficiary's Trust Share so long as, in the Trustees' sole discretion, such distribution promotes the purpose of this Trust and is in the Beneficiary's best interests.

II. DIRECTIVES TO TRUSTEES

A. Establishment of Separate Trust Shares. The Trustees shall administer and distribute each separate Trust Share established for a Beneficiary (hereinafter defined) in accordance with the provisions of this Master Trust Agreement and the applicable dispositive provisions set forth in the Instrument of Adoption for the Beneficiary's Trust Share. Each such Instrument of Adoption shall be deemed to create a separate trust account for the Beneficiary identified in the Instrument of Adoption, each such separate trust account being referred to hereinafter individually as a "Trust Share" and collectively as the "Trust Shares."

B. Steps to Create Trust Shares. A separate Trust Share shall be created and effective as to any Settlor or Beneficiary upon the completion of the following:

1. Execution of an approved Instrument of Adoption which incorporates this Master Trust Agreement by reference; and
2. Payment of any applicable administrative fees to establish a Trust Share; and
3. Acceptance of the executed Instrument of Adoption by the Trustees; and
4. Delivery to and acceptance by the Trustees of property designated as Trust assets.

C. Additions to Trust Shares. A settlor may contribute additional assets to a Trust Share to be held under the terms of the original Instrument of Adoption at any time during his or her life provided, however, that the Trustees agree in writing to accept such additional assets. The Trustees may also accept additional assets from any source other than a settlor or a Beneficiary, including without limitation a settlor's estate or a trust created by the Settlor or a Beneficiary's family member, to be held under the terms of this Master Trust Agreement and the Instrument of Adoption for the Trust Share to which the assets are contributed. In the event assets accepted by Trustees are not designated to a specific Beneficiary's Trust Share, the contributed assets shall be added to the administrative account of the Trust and applied to defray the

administrative expenses of the Trust.

D. Prohibition on Accepting Beneficiary Assets. The Trustees shall not accept contributions to a Beneficiary's Trust Share from the assets of the Beneficiary, it being the intent of the Settlers and Trustees that this Trust be considered a third party supplemental needs trust within the meaning of applicable federal and Pennsylvania law.

E. Contributions of Life Insurance, Etc. A Beneficiary's Trust Share may be designated as the beneficiary of a life insurance policy, annuity contract, mutual fund or dividend investment plan, individual retirement account, 401(k) or salary deferral account, profit sharing account, and any pension, retirement or other employment benefits and in that event the Trustees shall have the authority to liquidate, surrender, invest in, exchange, roll over, annuitize, or otherwise manage any such life insurance policy, annuity contract, mutual fund, dividend investment plan individual retirement accounts, 401(k) plan salary deferral accounts, profit sharing accounts, and any pension, retirement or other employment benefits to which a Beneficiary's Trust Share may be entitled, including the execution of any consent, waiver or release form. Moreover, the Trustees may execute any right to elect benefits or payment options, to terminate, to change beneficiaries or ownership to this Trust or a Beneficiary's Trust Share, to borrow or receive cash value in return for the surrender of any or all rights under any of the following:

1. Life insurance policies or benefits;
2. Annuity policies, plans or benefits;
3. Mutual fund or other dividend investment plans;
4. Retirement, profit sharing and employee welfare plans and benefits.

F. Application of Trust Assets.

1. In applying the assets of a Trust Share for the benefit of the Beneficiary, the Trustees shall have the discretion to expend from the income, principal or both

of the Beneficiary's Trust Share to meet the Beneficiary's Supplemental Needs (hereinafter defined) to the end that the Trustees may provide such resources and experiences as will contribute to making the Beneficiary's life as pleasant, comfortable and happy as feasible. Nothing herein shall preclude the Trustees from purchasing those goods and services which may promote the Beneficiary's happiness, welfare and development, including but not limited to vacation and recreation trips away from the Beneficiary's primary residence, expenses for a traveling companion (if appropriate), entertainment expenses, clothing and transportation costs.

2. Distribution for the Beneficiary may include the purchase of services from third party providers. However, distributions may not be made to the Trustees themselves to provide such services to the Beneficiary, although a Trustee may be reimbursed from a Beneficiary's Trust Share for expenses incurred by the Trustee personally on behalf of a Beneficiary if the Trustee is related to the Beneficiary or otherwise legally responsible for the Beneficiary. Distributions from the Beneficiary's Trust Share shall not be made directly to a Beneficiary.

3. The Trustees shall consider the effect of any distribution to or for a Beneficiary's benefit on his or her eligibility for all Public Assistance as well as other sources of support, services or benefits available to the Beneficiary. The Trustees may make distributions that temporarily reduce or disqualify the Beneficiary from receiving certain Public Assistance if, in the Trustees' discretion, this is in the Beneficiary's best interest, bearing in mind the overriding intent of the Trust to meet the Beneficiary's Supplemental Needs and assure the most effective and efficient integration of the Trust's assets with the Public Assistance available to the Beneficiary. In so doing, the Trustees may investigate all sources of Public Assistance available to a Beneficiary and take whatever steps are necessary and not otherwise prohibited to qualify the Beneficiary for, and maintain his or her eligibility for, that Public Assistance. Moreover, the Trustees shall have the authority, if they deem advisable, to initiate themselves, or pay the expenses of another party, such as a Beneficiary's guardian, to initiate an action to enforce the Beneficiary's right to Public Assistance should such Public Assistance be suspended, reduced, challenged, threatened or terminated for any reason whatsoever. The Trustees may employ legal counsel or pay the expenses of legal counsel employed by another party to determine the effect

of any distribution from this Trust on Public Assistance a Beneficiary receives or is entitled to receive.

4. The Trustees shall have no duty to preserve principal of a Trust Share if they consider its current use for the Beneficiary's Supplemental Needs is in the Beneficiary's best interest. The Trustees shall have no liability for any good faith exercise of their power to make or withhold distributions of income or principal to a Beneficiary. The Trustees may consider other resources available to the Beneficiary, including the Beneficiary's eligibility for Public Assistance. Under no circumstances may any Beneficiary, or any other person, compel a distribution from a Beneficiary's Trust Share.

III. TRUSTEES' POWER AND DISCRETION

A. Absolute Discretion. All discretions conferred on the Trustees by this Master Trust Agreement and each Instrument of Adoption shall be absolute, and their exercise by the Trustees shall be conclusive and binding on all persons.

B. Powers Conferred. The Trustees shall have all powers granted by law and by this Trust Agreement which are not inconsistent with the intentions of the Settlers as hereinabove set out and as set out in each Instrument of Adoption. In addition, the Trustees and their successors shall have all the following powers which are to be construed in the broadest manner consistent with the validity and purposes of this Trust Agreement.

1. To require documentation or other evidence of Beneficiary's Disability at the creation of a Beneficiary's Trust Share or at any time after the creation of a Beneficiary's Trust Share.

C. To invest and reinvest at discretion in accordance with the Pennsylvania Prudent Investor Act with the specific right to invest in common and preferred stocks, mutual funds, money market accounts and other similar types of investments. In addition, the Trustees may hold securities even after default in the payment of interest or dividends, and to hold non-income producing assets.

The foregoing notwithstanding, the Trustees shall be permitted to invest the assets of each separate Trust Share collectively and to allocate to each Beneficiary's Trust Share a proportionate share of income, gains and losses and expenses.

1. To enter into transactions with other fiduciaries, including the Trustees themselves, when they also act for other trusts and estates, and to commingle funds.

2. To commingle assets of any Trust Fund (held by the Trustees in Trust Shares established by various settlors adopting the Master Trust Agreement by Instruments of Adoption) with the assets of other Trust Funds of the Berks Community Trust administered by the Trustees. The Trustees shall have the authority to charge reasonable administrative expenses to each Trust Share to the extent such expenses cannot be paid from other sources, such as contributions to the administrative account of the Berks Community Trust.

3. To make distributions directly to the Internal Revenue Service (IRS) or any State Department of Revenue, for any taxes, income or otherwise, that may be owing as a result of distributions from, or the accumulation of income in, this Trust or any separate Trust Share.

4. To pay from the income and principal of a Beneficiary's Trust Share any estate, inheritance, transfer or other death taxes arising at a Beneficiary's or Settlor's death and attributable to the assets of a Beneficiary's Trust Share, but this authority shall not be interpreted as an obligation to pay the same if the Trustees determine that there are other available sources of payment.

5. To execute documents as necessary to create a sub-account in the name of the Achieva Family Trust or any other appropriate pooled special or supplemental needs trust for the benefit of persons with disabilities that is better able to meet the Beneficiary's Special Needs and to transfer the principal and accumulated income of a Beneficiary's Trust Share to the trustees of the successor trust for the benefit of the Beneficiary, provided that the contingent beneficiaries of the successor trust shall be identical to the ones named in Instrument of Adoption for the Beneficiary's Trust Share and the other provisions of the Instrument of

Adoption for the Beneficiary's Trust Share are reflected in the administrative and dispositive provisions of the successor trust to the greatest extent reasonably possible.

6. To make payments to guardians, guardians ad litem, attorneys, psychologists, physicians, or any other expenses involved in the process of appointing or removing guardians for a Beneficiary. In the event that the amount of assets of a Trust Share shall become so small that continuance of the Trust Share shall, in the sole discretion of the Trustees, be inadvisable, the Trustees, notwithstanding any other provisions to the contrary, shall have the power to dissolve the Trust Share by unanimous vote; provided that upon the Trust Share's dissolution, the Trustees shall distribute any remaining principal and income to the takers of the remainder named in the Instrument of Adoption or, if there are none, to the Settlor or his or her estate. Upon any such dissolution, any surviving or residual assets, rights, responsibilities or liabilities shall be relegated to and vested in the Court Pleas of Berks County, Pennsylvania, Orphans' Court Division.

7. To amend the dispositive provisions of the Instrument of Adoption for a Beneficiary's Trust Share (if such power of amendment is specifically given to the Trustees by the Settlor in the Instrument of Adoption) so as to qualify a Trust Share as a "designated beneficiary" of an individual retirement account or retirement, profit sharing or employee welfare plan or benefit by eliminating certain remainder beneficiaries who are older than the Beneficiary or who otherwise do not satisfy the definition of a "designated beneficiary" as set forth in the Internal Revenue Code, it being the intent of each Settlor to minimize the income tax costs of paying proceeds from any of the aforementioned accounts to a Beneficiary's Trust Share.

8. To terminate all distributions of income and principal for a Beneficiary's benefit if the Trustees consider it likely that such continued distributions will result in a material reduction of Public Assistance to the Beneficiary. At all times this Trust is meant to be interpreted to comply with the relevant provisions of Pennsylvania statutory, regulatory and common law that would exempt the assets of this Trust from (1) consideration in determining a Beneficiary's eligibility for Public Assistance, (2) the claims of the Commonwealth of Pennsylvania or its agencies, and (3) a Beneficiary's creditors. At no time shall a Beneficiary obtain a vested interest in the income or principal of his or her Trust Share or any other assets of

this Trust.

9. To place all Trust assets for investment purposes, under revocable agreements, with financial institutions approved, under applicable law, as corporate fiduciaries. The Trustees shall review the performance of each corporate fiduciary regularly to determine if it is producing a reasonable return on a total return basis over a reasonable period of time on the Trust assets under its control, giving due consideration to accepted standards of fiduciary conduct and due regard to the safety of principal.

IV. TRUSTEES' AND SUCCESSOR TRUSTEES' APPOINTMENT AND REMOVAL

A. Current Trustees. The Trustees shall be the following seven (7) individuals:

1. Charles B. Coleman, Esq.
2. Ruth Isenberg
3. Herbert Karasin, Esq.
4. William R. Blumer, Esq.
5. Jeannette Snider
6. Nancy Magee
7. Julie SanTERS

B. Number and qualification of Trustees. There shall at all times be not less than five (5) nor more than seven (7) Trustees, herein referred to as the "Trustees" who shall serve without compensation other than reimbursements for ordinary and necessary expenses. No less than three of the Trustees shall be related to a person with a Disability (hereinafter defined). Upon the resignation, removal or death of a Trustee, a successor Trustee shall be selected by the remaining Trustees. A Successor Trustee shall assume authority upon written acceptance of his or her appointment.

C. Removal of a Trustee. Any Trustee can be removed by a majority vote of the other Trustees for any reason or no reason.

D. Waiver of Bond. Every successor Trustee shall have all the rights, title, powers, duties, exemptions and limitations of the original Trustees; but no Successor Trustee shall in any way be liable or responsible for anything done or omitted in the administration of the Trust prior to the date of his or her becoming a Trustee.

E. No Trustee shall be required to post bond or other form of security for the faithful performance of his or her fiduciary duties as a Trustee of this Trust.

V. AMENDMENTS

This Master Trust Agreement may be amended by a two-thirds (2/3) majority vote of all Trustees then serving, provided that no less than 30 days' notice of the proposed amendments shall have been given all Trustees, prior to such vote. The foregoing notwithstanding, all amendments of this Master Trust Agreement shall be consistent with carrying out the express purposes of the Trust as set forth herein and the intentions of the Settlers establishing Trust Shares via executed Instruments of Adoption.

VI. DEFINITIONS

A. Public Assistance. The term "Public Assistance" shall include all monetary, medical, supportive, social or other services provided by or through any federal, state or local governmental agency or program or federal, state or local government sponsored program for or on behalf of a Beneficiary. It shall include, without limitation, benefits provided under the Supplemental Security Income (SSI) program, the Old Age Survivor and Disability Insurance (OASDI) program, the Supplemental Security Disability Income (SSDI) program, and the Medicaid program, together with any additional, similar or successor public programs.

B. Supplemental Needs. The term "Supplemental Needs" refers to the requisites for maintaining a Beneficiary's good health, safety and welfare when, in the discretion of Trustees, such requisites are not being provided through Public Assistance by any governmental agency, office or department, non-profit organizations, or are not otherwise being provided by any other

public or private source. While the Trustees are authorized to consider these other sources, and where appropriate and to the extent possible endeavor to maximize the collection of Public Assistance benefits and to facilitate distribution of such benefits for the benefit of each Beneficiary, the Trustees may also, in the exercise of their discretion, disregard these other sources when making distributions to, or for the benefit of a Beneficiary.

C. Disability. The term “Disability” shall mean the inability to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months, all as described more fully in 42 U.S.C. §1382c(a)(3), as amended from time to time.

D. Trust Share. The term “Trust Share” shall refer to the separate trust account maintained for each Beneficiary pursuant to the terms of this Trust Agreement.

E. Beneficiary. The term “Beneficiary” shall mean a disabled person as defined in 42 U.S.C. §1382c(a)(3), as amended from time to time, for whose benefit a Trust Share has been established in accordance with the terms of this Master Trust Agreement and an executed Instrument of Adoption. The term “Beneficiary” does not include any persons or organizations which may have remainder interests in any Trust Share. If the Social Security Administration or any authorized governmental entity has not made a determination that an individual is a disabled person within the meaning of 42 U.S.C. §1382c(a)(3), the Trustees are authorized to accept such individual as a Beneficiary if they have made a determination in the good faith exercise of their discretion that the Beneficiary is a disabled person within the meaning of 42 U.S.C. §1382c(a)(3).

VII. MISCELLANEOUS PROVISIONS

A. Incorporation of Trusts’ Bylaws. The Trust’s Bylaws shall be part of, and are incorporated herein by reference as part of, this Master Trust Agreement. The Trust’s Bylaws shall address, among other things, the conduct of Trustee meetings, as well as other matters related to the organization, operation and governance of the Trust.

B. Good Faith. The Trustees shall exercise reasonable diligence; however, they shall not be liable for any acts or omissions done or permitted to be done in good faith.

C. Judicial Challenge. In the event of a lawful determination by a court or agency of competent authority and jurisdiction that the income and/or principal of the Beneficiary's Trust Share is liable for basic maintenance, support, medical or dental care for the Beneficiary, provided by local, state or federal government or an agency or department thereof or any other manner jeopardizes a Beneficiary's eligibility for Public Assistance, the Beneficiary's Trust Share shall thereupon terminate as though the Beneficiary was deceased, and the Trustees shall distribute the then remaining funds and assets to the remainder beneficiaries named in the Instrument of Adoption for the Beneficiary's Trust Share.

D. Protective Provision. No interest in the income or principal of a Trust Fund shall be liable for any present or future debt of any Beneficiary, to the Commonwealth of Pennsylvania or to any other creditor, and neither any Beneficiary nor his or her guardian nor any other person shall have the power to anticipate, alienate or encumber any interest in a Trust Share's principal or income. The Trustees shall regard each Trust Share as existing primarily for the benefit of the Beneficiary for whom it is established and secondarily for the benefit of the remainder beneficiaries identified in the Instrument of Adoption. Accordingly, the Trustees shall exercise their discretion as to disbursements and investments with this standard in mind. At no time shall a Beneficiary obtain a vested interest in the income or principal of his or her Trust Share or any other assets of this Trust. The Trustees may terminate all distributions of income and principal for a Beneficiary's benefit if the Trustees consider it likely that such continued distributions will result in a material reduction of Public Assistance to the Beneficiary. At all times this Trust is meant to be interpreted to comply with the relevant provisions of Pennsylvania statutory, regulatory and common law that would exempt the assets of this Trust from (1) consideration in determining a Beneficiary's eligibility for Public Assistance, (2) the claims of the Commonwealth of Pennsylvania or its agencies, and (3) a Beneficiary's creditors.

E. Accountings. The Trustees shall not be required to make an accounting to any public official except to the extent required by law. However, the Trustees shall keep and maintain complete accounts of the assets of each Beneficiary's Trust Share, and expenditures from each Trust Share. Anyone having a demonstrable interest in the Trust Share shall have the right to inspect the Trustees' accounts at reasonable times and with reasonable notice to the Trustees. When the assets of a Beneficiary's Trust Share exceed Five Thousand Dollars (\$5,000.00), the Trustees may make an annual accounting to the respective Settlor or, if the Settlor is deceased, the Beneficiary's legal guardian, supervising agency or party identified in the Instrument of Adoption for the Beneficiary's Trust Fund.

F. Trust Shares Revocable. The agreement between each Settlor and the Trustees establishing a Trust Share shall be revocable unless (1) otherwise specifically designated by the Settlor in the Instrument of Adoption, or (2) the gift creating the Trust Share is made in the Settlor's will or other testamentary document and there is no previously executed Instrument of Adoption establishing a revocable Trust Share in which case the Trust Share shall be irrevocable. Where the sole Settlor of a Trust Share has elected that the Trust Share shall be revocable per the terms of the Instrument of Adoption and the Settlor revokes the Trust Share during his or her life, the Trustees shall deliver the then remaining assets of the Trust Share to the Settlor. Where there is more than one Settlor and they have elected per the Instrument of Adoption that the Trust Share shall be revocable so long as any Settlor lives, all such living Settlers must unanimously act in order to revoke the Trust Share. The Trustees, upon revocation, shall deliver the then remaining assets of the Trust Share to the then living Settlers in equal shares, without regard to the proportion in which they have contributed to the Trust Share. Where there is more than one Settlor and they have elected per the Instrument of Adoption that the Trust Share cannot be revoked after the death of any one Settlor, then so long as all Settlers shall be living, all Settlers must unanimously act in order to revoke the Trust Share. The Trustees, upon revocation shall deliver the then remaining assets of the Trust Fund to the Settlers in equal shares without regard to the proportion in which they have contributed to the Trust. If a Beneficiary dies during the life of a Settlor who established a revocable Trust Share for that Beneficiary, the Settlor may elect to revoke the Trust Share and seek the return of the remaining assets in the Trust Share prior to the distribution of the Trust Share's remaining assets to the remainder beneficiary or beneficiaries

identified in the Instrument of Adoption. Such election shall be in writing and shall be delivered to the Trustees within thirty (30) days after the Beneficiary dies. In the absence of a timely election to revoke the Trust Share, the Trustees shall distribute the remaining assets of the Trust Fund to the remainder beneficiary or beneficiaries identified in, and pursuant to the terms of, the Instrument of Adoption without any further liability to the Settlor.

G. Termination of Trust Share. The application of the Trust Share shall continue as provided until the Trust Share's assets are completely expended or exhausted by disbursements on behalf of the Beneficiary or until the death of the Beneficiary, whichever event shall first occur. If assets remain in the Trust Share at the death of the Beneficiary, the Trustees, subject to the requirements of paragraph H, above, shall distribute the remaining assets of the Trust Share to the remainder beneficiaries named in the Instrument of Adoption. In the event none of the remainder beneficiaries named in the Instrument of Adoption is then living, the remaining assets of the Trust Share shall be placed into the administrative account of the Berks Community Trust and used to defray the administrative costs of the Trust.

H. Books and Records. The Trustees shall keep, and shall cause each corporate fiduciary holding trust assets to keep, detailed books and records of all receipts, deposits, withdrawals, investments, expenses and liabilities of each Trust Share resulting from the adoption of this Agreement by a Settlor.

I. Indemnification. The Trustees, their agents and employees, and their respective heirs and personal representatives are hereby indemnified by the Trust and the Trust assets against all claims, liabilities, fines or penalties and against all costs and expenses (including attorneys fees and disbursements and the costs of reasonable settlements) imposed upon, asserted against or reasonably incurred thereby in connection with or arising out of any claim, action, suit or proceeding in which he, she, it or they may be involved by reason of being or having been a Trustee, employee or advisor, whether or not such person or entity 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. Provided however, such persons or entities (or their heirs or legal representatives) shall not be so indemnified with respect to matters as to which he, she, it or they 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 any such person or entity may be entitled as a matter of law or otherwise.

IN WITNESS THEREOF, this Instrument has been duly executed this 14th day of March, 2013, by the respective parties hereto above written.

BERKS COMMUNITY TRUST

BY: Charles B. Coleman
Name: Charles B. Coleman, Esq.
Title: TRUSTEE

By: Ruth Isenberg
Name: Ruth Isenberg
Title: TRUSTEE

By: Herbert Karasin
Name: Herbert Karasin, Esq.
Title: TRUSTEE

By: William R. Blumer
Name: William R. Blumer, Esq.
Title: TRUSTEE

By: Jeannette S. Snider
Name: Jeannette S. Snider
Title: TRUSTEE

By: Nancy Magee
Name: Nancy Magee
Title: TRUSTEE

By: Julie A. Santer
Name: Julie Santer
Title: TRUSTEE