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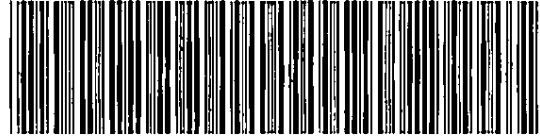
(Business Entity Name)

(Document Number)

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FILED
2019 DEC 27 PM 2:40
SECRETARY OF STATE
TALLAHASSEE, FL

Scott Abel
5500 North Military Trail, # 606
Boca Raton, FL 33496
973-768-7105 / Scottabel83@gmail.com
December 26, 2019

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: ABEL FAMILY SUPPLEMENTAL BENEFITS TRUST

Dear Jessica:

Per our conversation on December 23, 2019, I have obtained and enclosed a True Copy of the Original Supplemental Benefits Trust, including a live signature. This letter will be mailed with the Trust Agreement on December 26, 2019 via USPS Priority Mail Express for guaranteed delivery on Friday, December 27, 2019.

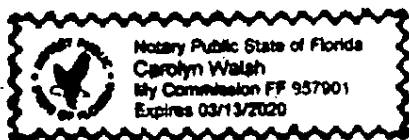
In your possession are the two pages from the original mailing and the check for \$358.75 that was deposited on 9/16/19. The first page (AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY) as well as the second page (TRANSMITTAL LETTER) were properly signed, notarized and completed. The reason for the rejection of the filing was revealed to me during our conversation on December 23, 2019; the Trust Agreement was supposed to be mailed along with the original two pages and check. Over the past several months, I waited for the Certified Copy of the trust filing and assumed the document would be sent before year end. I was informed on December 23, 2019 that a letter indicating the rejection was sent to my current mailing address from the Division of Corporations, which was the only notification sent. This letter was never placed in my mailbox or received, nor did I receive any phone call, voicemail or any other type of indication of the filing's rejection status.

On the day I receive notification from the US Postal Service that this new mailing was successfully delivered, I plan to contact your office later that day via phone to confirm that the necessary documents have been provided so that the filing can be completed before the end of this year. I appreciate your help regarding this important matter.

Sincerely,



Scott Abel



Carolyn Walsh
December 26, 2019

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY

ABEL FAMILY SUPPLEMENTAL BENEFITS TRUST
AN IRREVOCABLE TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of ABEL FAMILY SUPPLEMENTAL BENEFITS TRUST
(Name of Trust)

FLORIDA Trust hereby affirms in order to file or qualify
(State)

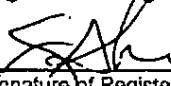
ABEL FAMILY SUPPLEMENTAL BENEFITS TRUST in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 5500 NORTH MILITARY TRAIL APT 606

BOCA RATON, FLORIDA 33496

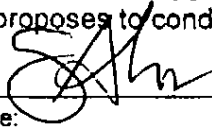
3. The registered agent and street address in the State of Florida is:
Scott Abel 5500 North Military Trail Apt 606
Boca Raton, FL 33496

4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of
Trust at the place designated in this affidavit, I hereby accept the
appointment as registered agent and agree to act in this capacity.



(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of
Trust under which the association proposes to conduct its business in
Florida.



Name:
Chairman of the Board of Trustees

2019 DEC 27 PM 2:40
SECRETARY OF STATE
TALLAHASSEE, FL

FILED



CR2E063(3/00)

Filing Fee: \$350.00
Certified Copy: \$ 8.75 (optional)

Carolyn Walsh 9/6/2019

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL

SIG


VINCENT MACRI

Attorney at Law of the State of New Jersey

SUPPLEMENTAL BENEFITS TRUST

This Trust Agreement is made this 26 day of NOVEMBER, 2014 by CARLY RITTER, residing at 260 Park Avenue S., Apt. 7H, New York, New York 10010 and SCOTT ABEL, residing at 32 S.E. 2nd Avenue, Apt. 420, Delray Beach, Florida 33444, as Settlor (collectively referred to hereafter as "Settlor"), and CARLY RITTER and SCOTT ABEL as Co-Trustees (collectively referred to hereafter as "Trustee"). This is a third party trust for the benefit of LESLIE ABEL, Settlor's Father (hereafter "Parent/Lifetime Beneficiary") and other beneficiaries noted herein.

NAME OF THE TRUST. This Trust shall be known as the ABEL FAMILY SUPPLEMENTAL BENEFITS TRUST dated NOVEMBER 26, 2014.

PURPOSE

Settlor has voluntarily elected to establish this trust for the benefit of and for the limited purposes defined herein to supplement the personal needs, medical care and general well-being of Lifetime Beneficiary, beyond his shelter and support needs, which are not otherwise paid by Lifetime Beneficiary's own income, resources, insurances, private or public governmental benefits or programs. Settlor has or will transfer to the Trustee the property listed on Schedule "A" hereto. Trustee hereby agrees to hold that property, and any other property transferred to the trust estate, in trust, to be spent for the purpose and on the terms set forth in this instrument.

It is Settlor's intent, by this instrument, to create a living trust with the property placed in trust, to be managed and distributed by the Trustee in their sole discretion for the benefit of Lifetime Beneficiary or others as set forth herein during their lifetime and then distributed upon the death of Lifetime Beneficiary to the Remainder Beneficiary or Beneficiaries in the manner set forth herein.

Notwithstanding that Lifetime Beneficiary may collect public or private benefits during their lifetime, those entities shall not be entitled to reimbursement from this trust for the following reasons:

1. Settlor is under no legal obligation to pay for the needs of the Lifetime Beneficiary set forth herein and is thus not bound by public policy considerations, but merely their voluntary intent to utilize a portion of assets owned by them. Further, it is not Settlor's intent to gift the trust principal to Lifetime Beneficiary. Moreover, upon trust termination, a portion of or the balance of the trust principal may or will revert to Settlor.

2. Settlor intends that this Trust supplement, but not supplant, impair or diminish any accessible governmental benefits or assistance for which Lifetime Beneficiary may be eligible, especially should Lifetime Beneficiary be disabled as defined in 42 U.S.C. 1382c(a)(3)(A)

3. This is an Irrevocable Third-Party Trust and is not a countable resource of Lifetime Beneficiary for public benefit eligibility purposes nor state pay back of benefits paid to Lifetime Beneficiary during their lifetime.

4. Settlor is aware of and relies on a letter interpretation of CMS (previously HCFA) dated September 26, 2002 of Thomas Hamilton, Director, and cited in A.B. v. DMAHS, 374 N.J. Super. 460 (A.D. 2005) as entitled to deference by New Jersey Courts and on the ruling of the Federal District Court in Johnson v. Guhl, 357 F3d 403 (3d CIR. 2004) stating that there are no instances, other than as set forth in 42 U.S.C. 1396p(d)(4)(A) and (C), in which the Federal Medicaid statutes require, or authorize states to require payback of Lifetime Beneficiary's Medicaid benefits.

Settlor is familiar with the abuse, neglect, exploitation and inadequate care that elder and disabled persons have experienced throughout this country, often while under the care of public

benefit agencies and while residing in long term care facilities. It is Settlor's intention to use assets to establish a fund to ensure to the maximum extent possible that the Lifetime Beneficiary is protected both now and in the future from this abuse, neglect, exploitation and inadequate care by the availability of these trust funds to pay for their needs.

Settlor is also aware that many programs for elder/disabled persons, while adequately addressing basic shelter and support needs, are often barren or devoid of the incidentals which enrich or provide a better quality of life for those persons, including but not limited to, special medical needs, personal or assisted care, private rooms, vacations, transportation. Settlor hereby intends to provide available funds to be spent for these and any other supplemental needs of Lifetime Beneficiary, which in the sole judgment of Trustee, will enrich their life, rather than to have them rely solely on public benefits to address their needs.

FIRST: BENEFICIARIES. At the time of the execution of this Trust, the following person is referred to as a Lifetime Beneficiary: LESLIE ABEL. The initial Remainder Beneficiaries are: CARLY RITTER and SCOTT ABEL, per stirpes.

Whenever in this Trust the Settlor makes a disposition of property to a child, children, issue, grandchildren, or distributees, the Settlor intends to include adopted children/grandchildren but not stepchildren/step-grandchildren.

SECOND: ORIGINAL AND SUCCESSOR TRUSTEES.

A. **Original Trustee.** The original Trustee or Co-Trustees under this Trust shall be CARLY RITTER and SCOTT ABEL, who shall serve with all of the obligations, powers, and authority contained within this Trust Agreement. If Co-Trustees are appointed, they are empowered either or both to act as to all trustee powers. No Trustee shall be liable or responsible to any

beneficiary for any loss or damage arising by reason of any act or failure to act by the Trustee or in connection with any activities carried out under this Trust, except for the Trustee's own gross negligence, willful neglect or unlawful act. Trustee shall hold all trust funds in a separate account which is not to be commingled with any of Trustee's personal funds.

The Settlor unanimously reserves the right to remove a Trustee upon three (3) days written notice to that Trustee and to replace any Trustee with a Successor Trustee.

B. **Death or Resignation of Original Trustee.** In the event of the death, incapacity, disability, resignation, refusal, replacement or inability to act or the unavailability of any appointed primary Trustee(s), Settlor appoints the remainder of the two of them as Successor Trustee hereunder to serve alone or with any other appointed Co-Trustee, without Court application or approval. Incapacity or disability of a Trustee shall be as defined in U.S.C. 1382c(a)(3)(A) and shall be determined by one physician by the procedure set forth in New Jersey Court Rule 4:86-2(b).

C. **Successor Trustee.** No successor Trustee shall be liable for any act, omission, or default of a predecessor Trustee or Trustees. Unless requested in writing by a Lifetime or Remainder Beneficiary of this Trust within ten (10) days of their appointment, the successor Trustee shall have no duty to investigate or review any action of a predecessor Trustee or Trustees, and the successor Trustee may accept the accounting records of the predecessor Trustee or Trustees showing assets on hand at the time of appointment of successor Trustee, without further investigation and without incurring any liability to any Lifetime or Remainder Beneficiary.

The Successor Trustee shall have the authority to name an alternate Trustee should they become incapacitated or unable to act for any reason, unless the Settlor has legal capacity to name an alternate.

Any third person dealing with the successor Trustee shall accept, and shall be entitled to rely upon, the certified statement of the successor Trustee that they have become the successor Trustee in accordance with the provisions of this Article and said third party shall be under no obligation to make any investigation into the facts or circumstances of the assumption of authority by the successor Trustee.

D. **Compensation of Fiduciary.** Trustee shall be entitled to reasonable commissions for its services and to reimbursement for its expenses in connection with its services performed hereunder, pursuant to N.J.S.A. 3B:18-1 *et seq.* or applicable New Jersey Court Rules, unless they shall waive their commissions, in writing, at either the time of execution of this Trust or any time subsequent thereto.

All Trustees and named Successor Trustees who are blood related to Settlor, have elected to waive commission, for their services hereunder, but will be reimbursed for expenses, and by executing this Trust they confirm that intention. Settlor relies on this waiver in their decision to appoint Trustee and Successor Trustees.

E. **Power of Appointment/Special Limited Trustee.** Notwithstanding anything herein to the contrary, no individual Trustee who is also a beneficiary hereunder shall have any right, power, duty or discretion hereunder concerning the Trust Estate, if such right, power, duty or discretion conferred upon said Trustee under this Agreement is determined to be a general power of appointment under Section 2041 of the Internal Revenue Code of 1986, as amended, which would cause any assets of the Trust Estate to be included in the estate of said Trustee upon their death. Any such right, power, duty or discretion with such effect shall be null and void with respect to said Trustee-Beneficiary. In such event, any other Trustee(s) or Successor Trustee shall have the full

authority to alternately act.

If all of the Trustees are remainder beneficiaries who a third party alleges holds a general power of appointment or are self-dealing for their own benefit, Settlor alternately appoints attorneys McHugh & Macri, Esqs. (M&M) as special Trustees for the limited purpose of administering this trust as designated. Special Trustee's decisions on distribution shall consider tax, estate planning and asset preservation planning goals and their understanding of Settlor's original intent in establishing this trust. Special Trustee's decision on both the distribution and the amount shall be final and non-reviewable.

THIRD: TAX PROVISIONS AND INCOME TAXATION. The trust shall obtain its own tax identification number and shall report all income earned and accumulated by the trust on an annual return. Should trust income be paid out to a Lifetime Beneficiary, Trustee may classify it as nominee interest which is reportable by Lifetime Beneficiary and taxable to the Lifetime Beneficiary, rather than the Trust.

The Trustee hereunder may, but is not obligated to, pay from trust corpus any income tax liability of the Lifetime Beneficiary which results from income received by the Trust, even if reported on the income tax return of the Lifetime Beneficiary. The trust funds used to pay any such income tax liability shall not be paid directly to the appropriate taxing authority, but to the party paying the tax as a reimbursement. The Lifetime Beneficiary does not have any right to demand or have any interest in any trust funds paid by the Trustee. Any such funds are not a resource of the Lifetime Beneficiary and should not be treated as a distribution of income to Lifetime Beneficiary for purposes of SSI and Medicaid eligibility or for continuing qualification, if any, since they are at the sole discretion of the Trustee.

In the event of a tax refund, any amount refunded shall be paid directly to the Trustee and added to the trust corpus to the extent such refund is attributable to amounts previously paid by the Trustee. For purposes of determining whether an amount is attributable to such prior payments, any refund (including interest thereon) shall be attributed to amounts previously paid by the Trustee to the extent the Trustee made any tax payment for the relevant tax year which has not been previously refunded.

The Lifetime Beneficiary or their legal representative shall execute any letters, powers of attorney or other documents required or requested by the taxing authority in order to allow payment of any refund to the Trustee and to allow the Trustee to handle any other matters with all taxing authorities.

In the event that any tax refund which is attributable in whole or part to a prior payment by the Trustee is paid directly to the Lifetime Beneficiary, the recipient of such refund or part thereof shall have no interest in or right to such refund or part thereof and shall immediately endorse or turn over such amount to the Trustee.

All taxes due from the trust shall be escrowed or paid by the Trustee prior to final trust distribution.

FOURTH: IRREVOCABILITY. The terms of the trust cannot be altered or revised after execution, except for appointments of Trustees or power of appointment of Remainder Beneficiaries, but not Settlers and to update it to conform with current Federal and/or State laws and regulations by reformation by a Court of competent jurisdiction.

FIFTH: TRUST PROPERTY/ ESTATE. All property subject to this Agreement from time to time is referred to as the "trust estate" and shall be held, administered, and distributed

by Trustee according to this instrument.

The trust estate shall consist of the property titled in or retitled (plus the proceeds and undistributed income of the property) on Schedule A hereto and to any other property that is substituted or subsequently added to the Trust by the Settlor or others. If Trustee determines any addition or substitution would render Lifetime Beneficiary ineligible for any public or private benefits, Trustee may then refuse the addition or substitution. Settlor shall have the right during their lifetime to record a written release of their power of substitution.

Lifetime Beneficiary has no interest in the income or principal of this Trust, no right to alienate or assign any potential benefits nor is this Trust subject to claims of any creditors of Lifetime Beneficiary, the estate of Lifetime Beneficiary, creditors of the estate of Lifetime Beneficiary or any matrimonial claims for equitable distribution against any Lifetime or Remainder Beneficiary.

SIXTH: TRUST PRINCIPAL AND INCOME DISTRIBUTIONS AND MANAGEMENT.

The Trustee shall hold the Trust Estate, IN TRUST, for the benefit of both Lifetime and Remainder Beneficiaries. Trustee shall have the sole authority to distribute income or principal, with the precatory direction that any distributions to Lifetime Beneficiary be classified as principal, unless tax considerations dictate otherwise. In the Trustee's sole and absolute discretion, they may distribute principal to the Lifetime Beneficiary, to their attorneys in fact, or to supplier of services to them to satisfy the purposes of the trust as noted herein. Principal or income distributions during the lifetime of Lifetime Beneficiary shall include but not be limited to:

A. Supplemental Needs. For the remainder of Lifetime Beneficiary's lifetime, distributions may be spent down in the sole and absolute discretion of Trustee for Lifetime

Beneficiary's well-being, benefit and special or supplemental needs, including but not limited to health, safety, education, maintenance, welfare and comfort (but excluding Lifetime Beneficiary's food, shelter or support) which Trustee determines are not available from Lifetime Beneficiary's resources, income, insurance, governmental or private sector means tested or entitlement programs or any other benefits. These supplements are intended to assure that the Lifetime Beneficiary be maintained, to the greatest extent possible, in an independent environment to allow them to maximize their potential physically, mentally and socially. Whenever applicable, Trustee shall make distributions directly to the providers of services to the Lifetime Beneficiary or to their designated attorneys in fact on their behalf, rather than directly to Lifetime Beneficiary.

C. By way of example and not by way of limitation, the supplemental needs of Lifetime Beneficiary may include employment and direct payment of medical care or providers, (including private duty nurses or geriatric care managers or home health care assistants); insurance and prescriptions; use of private rooms in a facility, including an assisted living facility; employment of caregivers, companions; adult day care, Alzheimers programs; to relieve persons assisting with the care of Lifetime Beneficiary of any financial burden arising out of such care; respite for caregivers; trips, outings, vacations or other recreation, provide or supplement home care, housekeeping, household chores such as lawn/gardening care, snow removal, gutter cleaning, or similar chores, home improvements, such as installation of grab bars, ramps, equipment, vehicles for transport and generally to provide for enhancements which are not provided by insurance or governmental or private relief programs, which in the sole judgment of the Trustee, will enrich Lifetime Beneficiary's quality of life. The companion, caregiver or family members assisting or accompanying Lifetime Beneficiary may be reimbursed by Trustee for all reasonable expenses

incurred by them.

In the event that Lifetime Beneficiary is: 1) "disabled" as defined in 42 U.S.C. 1382c(a)(3), which term includes incapacity, as determined by one physician by the procedure set forth in New Jersey Court Rule 4:86-2(b), or 2) is unable to perform, without assistance, two of the following activities of daily living: transfer, eating, dressing, toileting, bathing, continence or 3) requires the services of a long term care, assisted living, group or community care facility, it is the precatory intent of the Settlor that the trust funds not be utilized for the room and board expenses of the facility where the Lifetime Beneficiary may reside, but rather shall be utilized for the supplemental and special needs of Lifetime Beneficiary as noted in the examples above; provided, however, that funds may be paid by Trustee prior to eligibility for public benefits to provide sufficient funds to pay the room, board and therapy charges of a long term medical care facility, an assisted living facility, or to supplement insurance reimbursement to that facility in order to assure a quality standard of long term medical care for Lifetime Beneficiary. Those funds are referred to herein as "key money." Upon Trustee's selection of the appropriate long term or other care facility for Lifetime Beneficiary, the key money necessary for that facility may be paid by Trustee to the facility on behalf of the Lifetime Beneficiary for this express purpose, unless Lifetime Beneficiary has made provision for said key money from his or her own remaining resources.

C. Trustee's Discretion. Subject to subparagraph A of this clause, Trustee may pay for the benefit of Lifetime Beneficiary some, all or none of the Trust income and principal, in such proportions, at such time and in such manner as Trustee, in Trustee's sole discretion, determines is appropriate to meet the purposes of this Trust. Trustee shall consider the resources and income earned on resources transferred to the trust and that Lifetime Beneficiary may need principal

advances by the trust to compensate for loss of said income.

D. No Reimbursement. In providing for the needs of Lifetime Beneficiary as specified in subparagraphs A, B & C of this clause, Trustee shall under no circumstances expend trust principal or interest to pay or reimburse any amounts payable by any Federal, State, County or any governmental agency for any food, shelter and support to which Lifetime Beneficiary may qualify based on their resources or income, since this is a supplemental non-support trust which is solely intended to supplement, not supplant, those benefits.

E. Entitlement or Means Tested Programs. In making any distribution for the benefit of Lifetime Beneficiary under subparagraphs A, B & C of this clause, Trustee shall consider any other available resources, including any benefits to which Lifetime Beneficiary may be qualified for or entitled to from any governmental or private entity, including, but not limited to, Social Security Administration benefits, including disability insurance, Medicare, Medicaid, Supplemental Security Income, private long term care or disability insurance or other similar benefits in existence now or in the future. Trustee may assist Lifetime Beneficiary's guardian, attorney in fact or family in seeking these benefits, but any benefits collected or spent shall be separately accounted for and not commingled with the Trust estate. Trustee shall consider these governmental or charitable entitlements as alternate resources intended to conserve the trust principal to insure its availability for the supplemental lifetime care, comfort, standard of living and special needs of Lifetime Beneficiary.

F. Trustee's Discretion to Terminate. In the event the existence of this Trust renders Lifetime Beneficiary ineligible for any governmental or private benefits, which in the sole discretion of Trustee substantially outweighs the benefits this Trust can bestow upon the Lifetime

Beneficiary, or in the event Trustee, in their sole discretion, may determine that, notwithstanding the provisions of this Trust, a substantial portion or all of the principal and income in this Trust is subject to invasion, garnishment, attachment, execution, or other similar action by any creditor of Lifetime Beneficiary, Trustee may terminate the Trust and distribute the remaining principal and any accrued income to the Remainder Beneficiary(ies) in accordance with subparagraph G of this clause. Furthermore, in the event a court of competent jurisdiction determines this Trust as constituted is contrary to law or public policy, or that trust assets are deemed available to pay for Lifetime Beneficiary's food, shelter or support (which determination directly contradicts Settlor's stated intent and purposes of this trust) then subject to Trustee's right to appeal that determination and to expend trust assets to so appeal, the Trust purpose shall be deemed to have failed, the Trust shall be terminated and distribution of the residual trust estate shall be made to the Remainder Beneficiaries in accordance with subparagraph entitled Death of Lifetime Beneficiary. Nothing in this paragraph shall be construed to relieve Trustee of the responsibility, if any, to provide whatever non-financial assistance is required in conjunction with or independent of Lifetime Beneficiary's attorney in fact efforts to secure any public or private benefits and services to which Lifetime Beneficiary is entitled or qualified.

G. Upon the unanimous consent of all Trustees and in their sole discretion, trust principal may be distributed during the term hereof to a Remainder Beneficiary for health education, maintenance and support purposes, provided that such distribution shall be considered an advancement/loan against the share of said Remainder Beneficiary due upon the death of Lifetime Beneficiary and to be adjusted at the time of that final distribution.

H. Death of Lifetime Beneficiary. Upon the death of Lifetime Beneficiary or

upon termination or failure of this Trust as provided in this Article, this Trust shall be terminated and the residual trust principal and accrued income, if any, shall be distributed in lump sum to CARLY RITTER and SCOTT ABEL, on a per stirpes and not a per capita basis;

In the event any Remainder Beneficiary designated above shall predecease Lifetime Beneficiary, the right to distribution to that beneficiary shall vest upon their demise but the amount of residuary distribution due to them shall not be determined until the demise of Lifetime Beneficiary and shall then be payable from the residuary trust balance then available. No Remainder Beneficiary has any present interest in this Trust, except to the extent set forth herein, nor any right to alienate, assign, pledge, any future benefits nor is their interest subject to the claims of their creditors nor to equitable distribution in any matrimonial proceeding, until Remainder Beneficiary's actual receipt of any benefits herein.

I. Liberal Construction. Subject to the limitations imposed in this Section, Trustee shall liberally authorize expenditures to meet the needs of Lifetime Beneficiary which will enrich Lifetime Beneficiary's quality of life.

J. Monitoring Conditions. It is Settlor's wish that the Trustee visit and/or monitor Lifetime Beneficiary at reasonable intervals, or arrange for others to do this, to inspect the conditions under which Lifetime Beneficiary is living in order to properly exercise Trustee's discretion. The Trustee may be reimbursed for all reasonable expenses incurred to do so in the proper discharge of his or her duties.

K. Construction of Trust. It is intended that this Trust not impede Lifetime Beneficiary's eligibility for current and future means tested or entitlement programs for which Lifetime Beneficiary may apply. All legal interpretations of this Trust shall be resolved according

to that standard since the purpose of this Trust is to provide for supplemental needs beyond the shelter and support those programs may provide.

L. Expenses. Upon the death of Lifetime Beneficiary the Trustee may, but is not required, to a) pay any inheritance, estate, or other death taxes that may be due by reason of Lifetime Beneficiary's death, b) any last illness, funeral and estate administration expenses of Lifetime Beneficiary, and c) fees of the Trustee, their attorney, and other agents prior to termination of the trust and distribution of the residuary balance to the Remainder Beneficiaries in the manner stated herein.

SEVENTH: ADMINISTRATIVE PROVISIONS.

A. Additions or Substitutions to Trust. Settlor may add to the trust estate by will, deed or otherwise and may substitute trust assets with assets of equivalent value. Subject to the written approval of the Trustee, other persons or entities, but not the Lifetime Beneficiary, may also add assets to the trust estate.

B. Non-assignment or Alienation. No Lifetime or Remainder Beneficiary of this trust may anticipate, assign, or encumber, or expose to any creditor's claim or to legal process any potential or equitable interest in the trust estate before its actual receipt by that beneficiary. The interest of Lifetime Beneficiary is at the sole discretion of the Trustee and shall be free from interference or control by any creditor of Lifetime Beneficiary or their estate or creditors of their estate and shall not be liable to attachment, execution, bankruptcy, equitable distribution in a divorce proceeding or other process of law. Likewise, since establishment of this Trust and its distribution of principal during the lifetime of Lifetime Beneficiary is irrevocable as to Settlor as noted herein, then Settlor has no rights of assignment nor alienation nor to encumber trust property other than for

the purposes set forth herein.

C. Contingent Future Interest of Remainder Beneficiary. Since the potential rights of any Remainder Beneficiaries are contingent and anticipatory upon payment of the supplemental needs of Lifetime Beneficiary, which may exhaust the trust property, the interests of the Remainder Beneficiaries are not subject to claim by their creditors, their estate or creditors of their estate, nor to any lien, attachment, execution or bankruptcy or equitable distribution in a divorce proceeding, until actual receipt by Remainder Beneficiary of any residuary interest upon demise of the Lifetime Beneficiary. Thus, remainder beneficiaries have no present interest in the trust principal or income and shall not report this future interest as their individual asset on any financial statement, loan application, scholarship or student loan application for their children and other like circumstances.

Settlor and Trustee individually warrant and represent there are no judgments, liens, creditor, matrimonial or child support claims against them as of the date of establishment of this trust which would adversely impact the resources or administration of the trust.

D. Choice of Law. The validity of this trust and the construction of its beneficial provisions shall be governed by the laws of the State of New Jersey in force from time to time. This paragraph shall apply regardless of any change of residence of Trustee or any Beneficiary, or the appointment or substitution of a Trustee residing or doing business in another state.

Notwithstanding the foregoing, the validity and construction of this Trust in relation to any real property owned by the Trust and located outside the State of New Jersey shall be determined under the laws of such jurisdiction. If the situs or place of administration of the trust corpus is formally changed to another state, the law of that state shall govern the administration of

the trust.

E. Construction.

1. Gender and Number. In this instrument, in all matters of interpretation, whenever necessary to give effect to any provision of this instrument, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural, and the plural shall include the singular.

2. Headings. The headings, titles, and subtitles are inserted solely for convenience reference and shall be ignored in any construction of this instrument.

3. Articles. Whenever this document refers to a provision contained in a specific article, section, paragraph, or subparagraph, the reference shall be to that article, section, paragraph, or subparagraph of this instrument.

4. Statutes, Codes, and Regulations. All references to specific statutes, codes or regulations shall include any successors, provided, however, that legal rules of construction, such as strict interpretation against the drafter of the Trust or a court "time of decision rule" are specifically not intended to apply, but rather the laws in effect at the time of execution of this Trust shall control. Interpretation of rules of construction shall be in the sole and non-reviewable discretion of the Trustee and not any third party, agency or Court which may claim jurisdiction.

5. Trustee and Fiduciaries. All references to Trustee, or any other fiduciary, shall refer to the individuals or institutions serving from time to time in such capacity under this instrument.

6. Shall and May and Notice. The use of the word "shall" or the term "is to" indicates a mandatory direction, while the use of the word "may" or the terms "wish that" or

"desire that" indicates a permissive, but not mandatory, grant of authority. The word "Notice" throughout this trust agreement shall be in writing and shall either be personally delivered or mailed with postage prepaid in a manner reasonably designed to communicate the information contemplated.

F. Claims of Creditors. The Trustee shall not be personally liable to any creditor of the trust or the Lifetime Beneficiary or their estate or to any other person for making distributions from this Trust.

G. Severability Clause. If any provision of this Trust instrument is deemed unenforceable by a Court of competent jurisdiction, the remaining provisions shall nevertheless be carried into effect.

H. Notice to Trustee for Births, Deaths, and Other Events Affecting Interests. Unless the Trustee has received actual notice of the occurrence of an event affecting the beneficial interests of this Trust, the Trustee shall not be liable to any Lifetime or Remainder Beneficiary of this Trust for distribution made as though the event had not occurred.

I. Distribution to Young or Disabled Remainder Beneficiary. On any partial distribution or total termination of the trust estate, the Trustee shall have the power to distribute property to a custodian or trustee for any eligible Remainder Beneficiary under the age of 21 under any applicable Uniform Gifts to Minor Act or Uniform Trust for Minor's Act or IRC Section 529 education plan, or to establish a "sole benefit of" or disability trust under 42 U.S.C. 1396p(c)(2)(B) for distribution to a Remainder Beneficiary who qualifies under that provision. Such action includes making payments for the benefit of any Beneficiary to his or her appointed conservator, guardian of the person or property or parent, or any other suitable individual with whom the Beneficiary shall

reside, or making payments directly to providers on behalf of the Beneficiary for their ascertainable needs for health, education, support or maintenance, after due consideration by Trustee of any legal responsibility by Parents or others to that minor or disabled Beneficiary.

Determination of disability under this clause shall be as defined in N.J.S.A. 46:2B-8.2 or the Federal Social Security Act at 42 U.S.C. 1382c(a)(3)(A) and shall be determined by one physician by the procedure set forth in New Jersey Court Rule 4:86-2(b). Disability shall include the term "incapacity," which is defined as written notice of the alleged incapacitated person's treating physician that in their opinion that party is incapable of independently handling their own business affairs due to physical or mental impediment.

The Trustee may distribute the property under this provision without obligation to see to the further application of such distribution, and the receipt of distributions by any such persons shall fully discharge the Trustee.

No distribution under this Clause for the benefit of a Remainder Beneficiary under age 21 shall discharge the legal obligation of that Beneficiary's parent or parents to support them in accordance with the laws of the state of the parents' domicile from time to time, for that Beneficiary's support, health, education or maintenance.

EIGHTH: POWERS OF TRUSTEE. In addition to the other powers herein provided for and as set forth in N.J.S.A. 3B:14-23 or applicable statute or case law, the Trustee, without order of court and in its sole discretion may:

A. Retain any property received hereunder and invest and reinvest in any property, including by way of illustration and not by way of limitation, common stocks up to one hundred percent hereof, any common or diversified trust funds maintained by any financial

institution, any mutual funds, government agency, municipal or corporate bonds or other government securities and any form of life insurance, annuity or endowment policies. As to all investment authorizations herein, any Trustee who is blood related to Lifetime Beneficiary shall not be required to comply with the applicable "Prudent Investor" rule and diversification guidelines as set forth under state law, subject to Clause 10 herein.

B. Keep reasonable amounts of cash in bank uninvested and to handle funds and trust funds, including deposits and withdrawals in any savings, checking or other account in any bank, financial institution or other depository and to "conduct banking transactions" in accordance with N.J.S.A. 46:2B-11, in addition to any right granted to Lifetime Beneficiary's attorney in fact by a separate document.

C. Purchase investments at premiums and charge premiums to income or principal or partly to each.

D. Subscribe for and acquire stocks, bonds or other investments; exercise any stock option or similar right; join in any plan of lease, mortgage, merger, consolidation, reorganization, foreclosure or voting trust and deposit securities thereunder; and generally to exercise all the rights of security holders of any corporation, whether or not they be of the character required by law for the investments of Trust funds.

E. Register securities in the name of its nominee or hold them unregistered so that title may pass by delivery.

F. Vote, in person or by proxy, securities held by it and in such connection to delegate its discretionary powers.

G. Purchase, retain, repair, alter, improve and pay taxes or occupancy costs of

suitable housing for Lifetime Beneficiary and his or her resident caregivers.

H. Sell at public or private sale, for cash or credit, with or without security, and exchange or partition any personal property and give options for sales or exchanges.

I. Borrow money from any person, including any fiduciary, and mortgage or pledge any trust property for security. Loan money to a Remainder Beneficiary for their ascertainable needs for health, shelter, welfare or education provided said loan is documented and provisions made for repayment, including charge as an advancement against their remainder interest.

J. Compromise claims; enter into and carry out any contracts which are reasonably incident to this Trust.

K. Without effecting the irrevocability of this trust, to alter or amend or seek reformation of this Trust to conform with current regulations or changes made subsequent to execution of this Trust, in federal or state laws, case law, regulations or policy memoranda, which affect the intent and purpose of this Trust, including but not limited to compliance with the provisions of 42 U.S.C. 1396p(d)(4)(A) and (d)(3)(B) and 42 U.S.C. 1396p(c)(2)(B) i thru iv in effect as of the date of this trust, if applicable, as well as any law or regulation that would impact Lifetime Beneficiary's eligibility for governmental assistance, entitlement or public or private charitable program.

L. Accept any addition of principal to this Trust of any property received from any person (other than Lifetime Beneficiary) by Deed, Will or in any other manner, including additions by the Settlor, or as set forth herein, unless the addition would adversely impact Lifetime Beneficiary's eligibility for public or private assessments, entitlements or charitable programs.

M. Pay premiums on any life insurance, annuity or endowment policies of

Lifetime Beneficiary which may have been retained by them or purchased by the Trust, and exercise all rights, options and powers thereunder.

N. Make distribution both of income and principal in cash or in kind or partly in each, subject to Clauses THIRD and SIXTH herein.

O. Exercise all power, authority and discretion given by this Trust, or after termination of any Trust created herein until the same is fully distributed.

P. To take any and all steps necessary, in the Trustee's discretion, to obtain and maintain eligibility of the Lifetime Beneficiary under this Trust for any and all public benefits and entitlement programs. Such programs include but are not limited to Social Security and Social Security Disability, Supplemental Security Income, Medicare, Medicaid, and home health care or support services.

Q. To employ such agents as the Trustee may deem advisable in the administration of this Trust and to pay them such compensation as the Trustee may deem proper out of income or principal of the Trust.

R. To employ attorneys, accountants, investment advisors, specialists and such other agents as the Trustee may deem necessary or desirable. The Trustee shall have the authority to employ an investment manager or managers to manage all or any part of the Trust assets. The Trustee is directed that in the event of need for legal counsel to retain McHugh and Macri, Esqs. since they are familiar with the purpose and intent in establishing this Trust. The Trustee may charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against the income or corpus of the Trust, in their sole discretion. The Trustee shall have the authority to appoint a Successor Trustee unless Settlor

has designated said Successor Trustee.

S. To accept the disclaimer or waiver of payment of principal or income by Lifetime Beneficiary, or a Remainder Beneficiary upon receipt of a written recommendation by a Certified Public Accountant or Certified Elder Law Attorney that it is in the best interest of that party to disclaim or waive in order to minimize income, gift, generation skipping, minimum alternative tax or to avoid long term health care impoverishment, or for other good cause, either during the term of the Trust or upon termination and distribution to the Remainder Beneficiary.

T. Upon the death of Lifetime Beneficiary and upon written request of a Remainder Beneficiary, the Trustee may, in their sole discretion, continue to administer their portion of this Trust for their ascertainable needs for health, education, support and maintenance, rather than liquidate and immediately distribute in one lump sum the residuary portion of the Trust due to that Remainder Beneficiary. Trustee's decision on that request shall be made within thirty (30) days of the written request by a Remainder Beneficiary.

U. With respect to any real property or any interest in real property owned by the Trust, to manage, control, grant options on, sell (for cash or on deferred payments), mortgage, (including a credit line or equity loan), borrow against, grant, transfer, convey, exchange, partition, encumber, divide, improve, and repair trust property; to subdivide, develop, and to dedicate real estate to public use and to grant easements for public use, with or without consideration; to lease trust property for time periods within or beyond the term of the Trust for any purpose; to exercise any applicable power of appointment held by the Settlor or to release and extinguish any life estate held by Lifetime Beneficiary in trust real property to allow sale, provided that equivalent or better alternate occupancy is arranged for Lifetime Beneficiary.

V. To terminate the trust if the purpose clause cannot be achieved, upon prior notice to all beneficiaries named herein, by distribution to the Remainder Beneficiaries named herein.

NINTH: WAIVER OF BOND. No Trustee initially appointed herein nor any successor Trustee who is blood related to Settlor shall be required to post any bond or other surety for the faithful performance of their duties in any jurisdiction where this Trust is administered. Notwithstanding this provision, Trustee shall be liable for gross negligence or wanton disregard of the stated intent and purpose of this Trust, in their administration.

TENTH: THIRD PARTY RELIANCE. Any third party dealing in good faith with the Trustee shall be held harmless and indemnified to the full extent of the powers conferred upon the Trustee and said third parties shall not be responsible for the application of any money or other property paid or transferred to said Trustee.

In consideration of the above provision for indemnification, should any third party delay compliance with or unreasonably refuse to accept or honor a certified true copy of this document or the actions of Trustee, including failure to comply with a request to assign or retitle financial accounts within forty-eight (48) hours of prior written notice, they are advised that said acts will be considered a breach of the contract Trust maintains with said third party, including but not limited to any bank or brokerage accounts or demand deposits, and said third party will be held liable for compensatory or punitive damages, including attorneys fees or any additional costs which may be necessitated by said third parties actions.

ELEVENTH: ACCOUNTING. Trustee shall render a non-formal, cash accounting which need not comply with N.J. Rule 4:87-3 of its administration of the annual principal, income

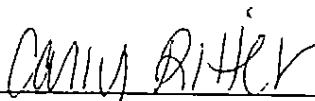
and distributions of the Trust no less than annually to the Settlor and remainder beneficiaries by February 15 of each calendar year following the date of this Trust. The aforementioned accounting shall be conclusively presumed to have been approved unless written exceptions thereto are filed with the Trustee within thirty (30) days after receipt of each annual accounting. Nothing herein shall limit the right of the Trustee to file its accounts for approval with a court of competent jurisdiction at appropriate times.

TWELFTH: GRANT OF AUTHORITY. All of the Settlor and Trustees of the within Abel Family Supplemental Benefits Trust hereby grant a power of attorney, as evidenced by this paragraph, which shall be binding upon banks, brokerage and financial institutions to authorize CARLY RITTER to make financial transactions, but not beneficiary distributions, on behalf of the trust without the necessity of obtaining Settlor or Trustee's signatures or to seek further authority. CARLY RITTER, alone, may act independently from the other Trustees and they hereby grant CARLY RITTER, alone, authority to establish the trust financial accounts at any financial institutions and to conduct any financial transactions, including but not limited to, signing checks, transferring funds, etc. but not distributions.

I certify that I have read the foregoing trust agreement and that it correctly states the terms and conditions under which the trust estate is to be held, managed, and disposed of by the Trustee.


I approve the trust agreement in all particulars.

Dated: 11/26/14



CARLY RITTER, Settlor

Dated: November 26, 2014



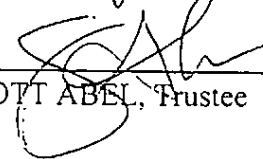
SCOTT ABEL, Settlor

As initially appointed Trustee(s), I/we certify that I/we have read this Trust and I/we accept my/our appointment and acknowledge and agree to be bound by the terms and conditions set forth herein.

Dated: 11/26/14


CARLY RITTER, Trustee

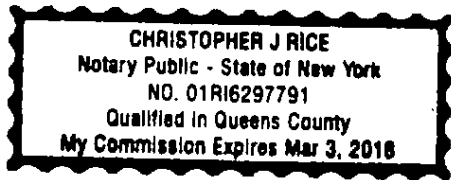
Dated: November 26, 2014


SCOTT ABEL, Trustee

STATE OF NEW YORK :
:SS.
COUNTY OF New York :

On November 26, 2014, before me, a Notary Public for the State of New York, personally appeared CARLY RITTER, known to me or provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the instrument, and she acknowledged that she executed the same.

Witness my hand and seal on the above date.



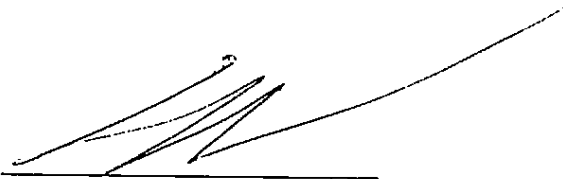


Notary Public
State of New York

STATE OF JERSEY :
:SS.
COUNTY OF MORRIS :

On November 26, 2014, before me, an Attorney at Law for the State of New Jersey, personally appeared SCOTT ABEL, known to me or provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the instrument, and he acknowledged that he executed the same.

Witness my hand and seal on the above date.



VINCENT MACRI
Attorney at Law
State of New Jersey