

THE THERESA FOUNDATION POOLED TRUST OF NEW YORK

SECOND REFORMED AND RESTATED DECLARATION OF TRUST

WHEREAS, THE CENTER FOR SPECIAL NEEDS TRUST ADMINISTRATION, INC., a Non-Profit Corporation organized under the laws of the State of Florida but duly registered as a foreign corporation in the State of New York (the "Center"), established The New York Pooled Trust as both Settlor and Trustee under a Master Declaration of Trust dated February 28, 2008 (the "Master Declaration"), and which also named and selected a New York financial institution as Co-Trustee; and

WHEREAS, the Master Declaration granted authority to the Center to amend The New York Pooled Trust with the restriction that amendments conform with 42 U.S.C. § 1396p or related statutes, including but not limited to state statutes and regulations that are consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, amending 42 U.S.C. § 1396p; and

WHEREAS, the Center amended and restated the Master Trust on April 4, 2011 so as to change the name of the Trust from The New York Pooled Trust to the Theresa Foundation Pooled Trust of New York (the "Restated Master Declaration"); and

WHEREAS, the Restated Master Declaration also created and reserved specific authority in paragraphs 1.5 and 10.4 for the Center to amend The Theresa Foundation Pooled Trust of New York within its discretion without notice so as to effectuate its purposes and intent and/or so that it would conform with any changes and/or interpretations of statutes, rules, or regulations relating to 42 U.S.C. § 1396p or related statutes, including but not limited to state statutes and regulations that are consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, amending 42 U.S.C. § 1396p; and,

WHEREAS, the Center has determined within its discretion that reforming and amending the Restated Master Declaration will effectuate its purposes and intent due to certain policy interpretations relating to Pooled Trusts made by the Social Security Administration;

NOW THEREFORE, the Center for Special Needs Trust Administration, Inc. hereby amends The Theresa Foundation Pooled Trust of New York and restates such amended trust in its entirety below (the "Declaration of Trust" or "Trust"), with such restatement to be effective immediately upon its execution by the Trustee, on this 3 day of October, 2016.

ARTICLE 1
ESTABLISHMENT OF TRUST

1.1 Trust is Established and Incorporation of Recitals. The Trustee hereby establishes a pooled trust pursuant to 42 U.S.C. §1396p for the sole benefit of the Beneficiaries under this Trust. In addition, the above recitals are incorporated herein.

1.2 Name of Trust. The name of the Trust established under this second reformed and restated Declaration of Trust is The Theresa Foundation Pooled Trust of New York, but it may also be referred to in correspondence, marketing material, joinder agreements, and/or financial statements in any such abbreviated and/or modified form as to identify it easily and conspicuously (the "Trust").

1.3 Initial Funding of Trust. Concurrently with the execution of this Declaration of Trust, the Trustee assigns, conveys, transfers, and delivers a lump sum payment of One Hundred Dollars and No Cents (\$100.00) to the Trust. The Trust estate shall consist of this initial contribution and any additional contributions in cash or property made to the Trust estate at any time by any Grantor in accordance with the provisions below in Article 4, Grantor Contributions.

1.4 Irrevocability. This Declaration of Trust and the Trust created hereunder is and shall be irrevocable.

1.5 Reformations and Amendments to Trust. Notwithstanding the irrevocability of this Declaration of Trust and the Trust created hereunder, as set forth in paragraph 1.4 above, this Declaration of Trust and the Trust created hereunder may be reformed and/or amended from time to time to effectuate its purposes and intent. The Trustee may also, but is not required to, reform and/or amend this Declaration of Trust and the Trust created hereunder so that it conforms with any statutes, rules, or regulations that are approved by any governing body or agency relating to 42 U.S.C. § 1396p or related statutes, including state statutes and regulations that are consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, amending 42 U.S.C. § 1396p, such as but not limited to, New York EPTL §7-1.12; NYCRR Title 18, Section 360-4.5; and, New York SSL §366 (2)(b)(2)(iii-v). Any reformations and/or amendments hereunder may be made prospectively or retroactively at the Trustee's discretion and shall not require advance or subsequent notice to Beneficiaries. Under no circumstances, however, shall the Trustee amend any provision that would: (i) render a previously made irrevocable contribution revocable; (ii) allow for early termination of a Trust sub-account; (iii) cause the Trust to fail to comply with any of the provisions of 42 U.S.C. § 1396p, related statutes, and/or related regulations and POMS; (iv) abandon or otherwise abrogate the basic purposes or objectives of the Trust; or, (v) enlarge the duties of any Co-trustee without the Co-trustee's agreement.

1.6 Effective Date and Co-trustee Signature. This Declaration of Trust shall be immediately effective upon the signature of the Trustee. The Trustee shall seek to obtain a signature of the Co-trustee, but such signature is not and shall not be necessary to make the any provision of the Trust effective due to the fact that no reformation, amendment, or revision enlarges the duties of the Co-trustee in any respect. Because any amendment or revision must eventually be reviewed and approved by the Human Resources Administration, Office of Legal Affairs, Liens and Recovery

Litigation Division, 180 Water Street, 18th Floor, New York, New York 10038, the Trustee shall seek signature of the Co-trustee upon such final review and approval.

ARTICLE 2 DEFINITIONS

2.1 "Beneficiary" 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, 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 such Grantor.

2.2 "Co-Trustee" shall mean and be limited to a financial institution that has been selected by the Trustee. The appointment of a financial institution as Co-trustee is required under State Law by New York Social Service Law §366(2)(b)(2)(iii), which provides that:

a not-for-profit corporation may...act as trustee of a trust for persons with disabilities established pursuant to this subclause [pertaining to Pooled Trusts], provided that a trust company, as defined in subdivision seven of section one hundred-c of the banking law, acts as co-trustee.

As to the definition of a "trust company," subdivision seven of section one hundred-c of New York's banking law is found in the New York Code - Banking at Article 3 and provides that:

As used in this section, subject to subdivision eight of this section the term "trust company" shall mean any trust company, any bank duly authorized to exercise fiduciary powers and any national bank having a principal, branch or trust office in this state and duly authorized to exercise fiduciary powers...

2.3 "Government assistance" means all insurance, services, benefits, medical assistance paid under a State plan, 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), Title XVIII of the Social Security Act (Medicare), Title XIX of the Social Security Act (Medicaid), and Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), together with any similar, additional, or successor public programs.

2.4 "Grantor" means a parent, grandparent, or legal guardian of a Beneficiary, a Beneficiary himself or herself, or any person or entity acting pursuant to an order by a court, who contributes money and/or property to the Trust. Grantor shall also include, when applicable, any person or entity that contributes his, her, or its own property to the Trust for the sole benefit of a Beneficiary, whether by gift, will, contract, or agreement.

2.5 "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.

2.6 “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.

2.7 “Non-support payments” means payments made by the Trustee for supplemental needs or supplemental care.

2.8 “Sole benefit” means that the Trust and/or a Trust sub-account may not benefit anyone but the Beneficiary for whom a Trust sub-account is established, whether at the time the sub-account is established or at any time for the remainder of the Beneficiary's life. Consistent with paragraph 10.4 below, the term shall also include and automatically incorporate any special or modified definition of sole benefit as may be included in, or interpreted by, the governing Medicaid rules of the State where a Beneficiary may come to reside.

2.9 “State plan” means the plan that each State is required to submit for approval to the Centers for Medicare and Medicaid Services as a condition to receiving federal appropriations for the State’s medical assistance programs (Medicaid) as provided pursuant to Sec. 1902(a) of the Social Security Act and 42 U.S.C. §1396a.

2.10 “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.

2.11 “Trustee” shall mean The Center For Special Needs Trust Administration, Inc., together with any successor Trustee. No successor Trustee shall serve hereunder unless such successor Trustee is a 501(c)(3) non-profit associations that has been granted tax exempt status by the Internal Revenue Service.

2.12 “Trust sub-account” means that portion of the entire Trust estate that is established and managed for the sole benefit of a Beneficiary.

ARTICLE 3 SPENDTHRIFT PROVISIONS

3.1 Beneficiaries Have No Claim on Trust Assets. This Trust shall not be reduced in value by creditors of any of the Beneficiaries. The public and private assistance benefits of the Beneficiaries should not be terminated or made unavailable to them 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 and/or supplemental needs. The Grantor and Trustee do not owe any obligation of support to any of the Beneficiaries, and none of

the Beneficiaries have any right of entitlement to the Trust corpus or income, except as the Trustee elects to disburse the same in its sole, complete, absolute, and unfettered discretion. The Trustee may exercise his/ her full discretion, and Trustee's judgment may not be substituted for the judgment of any other person or entity.

3.2 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 either voluntary or involuntary anticipation or assignment by any of the Beneficiaries, nor shall it be 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, including 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 estate.

ARTICLE 4 GRANTOR CONTRIBUTIONS

4.1 Grantor's Intent to Establish a Supplemental Fund. In making contributions to the Trust, it shall not be the intention of any Grantor to displace any public and/or private financial assistance that may otherwise be available to any Beneficiary. It shall be the specific intention of all Grantors to establish a supplemental fund pursuant to 42 U.S.C. §1396p and to limit the Trustee's disbursements to, or on behalf of, a Beneficiary to that respective Beneficiary's supplemental care and supplemental needs only.

4.2 Irrevocability of Joinder Agreements. Subject to approval by the Trustee, the Trust shall be effective as to any particular Beneficiary upon contribution of property and/or money ("Property") to the Trust and execution of a Joinder Agreement by a Grantor. Upon approval by the Trustee, and delivery of Property that is acceptable to the Trustee, the following provisions apply:

- (i) the Trust shall be irrevocable as to such Grantor and Beneficiary;
- (ii) the contributed Property shall not be refundable;
- (iii) the designation of the respective Beneficiary may not be revoked or changed; and,
- (iv) the Trust may not be terminated early and shall not be construed to contain a provision that would allow for early termination.

4.3 Effect of Grantor's Contribution. Specifically subject and subordinate to Article 3 above, and to the Trustee's sole and absolute discretion in making distributions, the effect of a Grantor's contribution to the Trust as it applies to any one particular Beneficiary is such that total distributions made on behalf of a Beneficiary shall not exceed an amount equal to the total of all contributions made to such Beneficiary's Trust sub-account, plus any undistributed income.

4.4 Future Transfer of Property. Property, or interests in property, may be designated for future transfer by a Grantor as a contribution to the Trust. Examples of contributions designated for future transfer include, but are not limited to, life insurance policies in which the Trust

is designated as a beneficiary, or the Trust being 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.

4.5 Residual Beneficiary Designated to Ensure Irrevocability. Each Grantor who executes, or has previously executed, a Joinder Agreement hereby designates The Center for Special Needs Trust Administration, Inc. as a residual beneficiary to receive the sum of Twenty-Five Dollars (\$25.00) upon the death of the Beneficiary for whom each such Trust sub-account is established or has been established. While this disposition is and shall be the clear and unambiguous expression of each existing and prospective Grantor's wishes, the Trustee and each Grantor further acknowledge and direct that such disposition is subject to, and does not alter in any respect, the retention and reimbursement provisions found in each Joinder Agreement and also found in Article 6 below of this Declaration of Trust. In designating the residual beneficiary hereunder, each Grantor is also acting to prevent an agency regulation from nullifying a Federal statute, and to avoid the unreasonable and detrimental result of applying two conflicting policies that require a trust to have a residual beneficiary while simultaneously requiring a sole beneficiary. As the Social Security Administration seeks to explain through SI01120.200D.3. of the POMS, "[S]ome States follow the general principle of trust law that if a grantor is also the sole beneficiary of a trust, the trust is revocable regardless of language in the trust to the contrary." In applying this POMS Section to Pooled Trusts, the Social Security Administration has determined certain Pooled Trusts to be revocable despite the fact that Section 1917(d)(4)(C) of the Social Security Act; 42 U.S.C. §1396p(d)(4)(C); all relevant sections of the POMS; and, all relevant sections of all State Medicaid regulations require individuals who establish Pooled Trust sub-accounts to be the sole beneficiaries of their respective Trust sub-accounts while simultaneously being required to fund their respective Trust sub-accounts with their assets alone.

ARTICLE 5 DISTRIBUTIONS DURING A BENEFICIARY'S LIFETIME

Subject to the Trustee's sole and absolute discretion, distributions from any and all of the individual Trust sub-accounts shall be made in accord with the provisions of this Article 5 during the lifetime of each Beneficiary for each such Beneficiary's benefit.

5.1 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 such Beneficiary, up to the whole thereof, as the Trustee, in its sole and absolute discretion, may from time to time deem necessary or advisable. The Trustee shall possess and exercise the authority to allocate all distributions between principal and income as it determines in its sole and absolute discretion. Any income not distributed from a Trust sub-account shall be added to the principal of that Trust sub-account. This authority hereunder to allocate between principal and income is granted to the Trustee only to the extent necessary for tax and accounting purposes, and such authority shall not be used or construed to defeat or otherwise frustrate chronic care budgeting as it may apply to any individual Beneficiary.

5.2 Distributions Not to Replace Assistance. Distributions from this Trust should not be made to, or for the benefit of, a Beneficiary if the effect of such distribution would be to replace, or to disqualify a Beneficiary from receiving, government assistance. The Trust corpus and

income is specifically not available to any Beneficiary except to the extent of distributions made by the Trustee for the benefit of a Beneficiary. No distributions should be made by the Trustee to, or for the benefit of, a Beneficiary in excess of resource and income limitations of any public benefit program to which the Beneficiary is entitled. The Trustee may consider the future needs of a Beneficiary when making distributions or when considering requests for distributions but shall not be required to do so. The Trustee should refuse any request for payments from this Trust for services that any public or private agency has the obligation to provide to Beneficiaries who otherwise qualify for such assistance.

5.3 Non-exclusive Examples of Appropriate Distributions. The following examples illustrate the types of non-support payments that are within the discretion of the Trustee to make from this Trust for the sole benefit of a Beneficiary. Such examples include:

- (i) payments to a third party that result in the receipt of goods or services by the Beneficiary;
- (ii) payment of third party travel expenses which are necessary in order for the Beneficiary to obtain medical treatment; and
- (iii) payment of third party travel expenses to visit a Beneficiary who resides in an institution, nursing home, or other long-term care facility, such as group homes and assisted living facilities, or other supported living arrangements in which a non-family member or entity is being paid to provide or oversee the living arrangements of the Beneficiary. The travel must be for the purpose of ensuring the safety and/or medical well-being of the Beneficiary.

5.4 Acquisition and Maintenance of Real Estate. The Trustee is authorized, in its sole and absolute discretion, to acquire and maintain an interest in residential real estate which is suitable for occupancy by a Beneficiary. In exercising its authority hereunder, the Trustee may title any such residential real estate as the Trustee determines, in its sole and absolute discretion, to be in the best interest and sole benefit of such Beneficiary provided that it meet the Trust's sole benefit requirement and thereby preserves the Beneficiary's eligibility for public assistance. In the event the Trust comes to own any interest in such realty, the Trustee may permit such Beneficiary to occupy or use such property without charge in such manner as, in the opinion of the Trustee, best serves the Beneficiary's special needs, without the necessity of turning such property into cash or gaining an income therefrom.

5.5 Maintenance Costs and Rent. The Trustee is further authorized, in its sole and absolute discretion, and without regard to how any such residential real estate may be specifically titled, to pay out of the income or principal of the Trust any taxes, insurance, and maintenance expenses needed to keep the residential or replacement property in suitable repair, or any portion thereof. The Trustee may also collect rent from other occupants of the property, but shall not be obligated to do so. In exercising the powers herein, the Trustee shall continue to fulfill its primary duty of taking into consideration the intent and purpose of this Trust and the duty to administer the Trust for the sole benefit of the Beneficiary. All of these powers may be exercised for the benefit

of such Beneficiary, even if the Beneficiary is residing with a family member or members.

5.6 Special Conforming Limitation. Without regard to the provisions of paragraphs 5.4 and 5.5 above, the Trustee shall be required to title any interest in residential real estate in the name of a Beneficiary's Trust sub-account whenever and wherever such titling is required pursuant to the administrative rules and regulations of the State where such a Beneficiary resides. Likewise, the Trustee shall be required to collect pro-rata contributions of rent and other associated costs from any other occupants of the property whenever and wherever such pro-rata contributions are required by the administrative rules and regulation of the State where such a Beneficiary resides.

5.7 Trustee's Duty Regarding Government Assistance Programs. In providing for the Beneficiary's special needs, and/or in making determinations regarding disbursements and/or distributions for the benefit of the Beneficiary's special needs, the Trustee shall always consider the government assistance for which the Beneficiary is currently eligible, or for which the Beneficiary may be attempting to become currently eligible, and the Trustee shall make no disbursements and/or distributions that would cause the Beneficiary to be or become ineligible for such government assistance. Distributions that the Trustee may or may not have made in the past because of less restrictive government assistance programs, more restrictive government assistance programs, or government assistance programs that the Beneficiary did not apply for, qualify for, and/or receive, shall not serve to provide a pattern of any sort that establishes a duty or discretion in the Trustee to continue making such distributions, to continue refusing such distributions, or to make or to refuse such distributions in the future as the individual case may be. The Trustee shall have no discretion in this regard, and it shall be an absolute duty of the Trustee to follow the directions herein.

ARTICLE 6 DISTRIBUTIONS AT A BENEFICIARY'S DEATH

6.1 No Distributions. Upon the death of a Beneficiary, any amounts remaining in that Beneficiary's Trust sub-account shall be administered according to the provisions of this Article 6 so as to conform with all of the requirements of 42 U.S.C. §1396p and/or related statutes, including state statutes and regulations that are consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, amending 42 U.S.C. § 1396p and pertaining to reimbursement to the States for medical assistance provided under a State plan on behalf of the individual Beneficiary.

6.2 Remaining Trust Property. Remaining Trust property shall be retained in the Trust. To the extent that any such remaining property is not retained by the Trust consistent with 42 U.S.C. §1396p(d)(4)(C), such property shall be distributed to the State of New York and also to all such other States where the Beneficiary received medical assistance under a State plan up to the full amount provided by each of the States. At the time such a distribution may be made, the Trustee shall reimburse each State based on its pro-rata share of the total amount of medical assistance paid by all of the States on behalf of the Beneficiary if the remaining Trust estate is insufficient to fully reimburse all of the States. This provision is intended to meet the requirements of 42 U.S.C. § 1396p(d)(4)(C), as amended by OBRA '93, and all related rules, regulations, and POMS. As such,

the State of New York and any other such States where the Beneficiary received medical assistance under a State plan shall be the first payee(s) hereunder and shall have priority over payment of all other debts and administrative expenses with no limitation as to any State(s) or any particular period of time.

6.3 Specifically Prohibited Expenses. The Trustee shall not: 1) pay taxes due from the estate of a Beneficiary other than those arising from inclusion of the Trust in the estate; 2) pay inheritance taxes due for residual beneficiaries; 3) make payment of debts owed to third parties; 4) pay for funeral expenses; and/or, 5) make any payments to residual beneficiaries.

ARTICLE 7 MANAGEMENT, INTENT, LIMITATIONS, AND PROVISIONAL AUTHORITY

7.1 Management of Trust Property. The property of each Beneficiary who contributes property and establishes a Trust sub-account shall be held in trust for the sole benefit of each such Beneficiary, and shall be held, managed, invested, and reinvested by the Trustee, who shall collect the income therefrom and, after deducting all charges and expenses properly attributable thereto, shall, at any time and from time to time, apply for the sole benefit of each such Beneficiary, so much (even to the extent of the whole) of the net income and/or principal of the Trust sub-account as the Trustee shall deem advisable, in its sole and absolute discretion, subject to the limitations set forth herein. The Trustee shall add to the principal of each such Trust sub-account the balance of net income not so paid or applied.

7.2 Intent. It shall be the intent of each Grantor hereto, as well as it being the intent of the Trustee, to create a Trust that conforms to the provisions of 42 U.S.C. §1396p; Section 7-1.12 of the New York estates, powers and trusts law; NYCRR Title 18, Section 360-4.5; and, New York SSL §366 (2)(b)(2)(iii-v). Each such Grantor and the Trustee intend that Trust assets be used to supplement, not supplant, impair or diminish, any benefits or assistance of any federal, state, county, city, or other governmental entity for which any individual Beneficiary may otherwise be eligible or which such Beneficiary may be receiving. Consistent with this intent, it shall be the Grantor's desire that, before expending any amounts from the net income and/or principal of this trust, the Trustee consider the availability of all benefits from government or private assistance programs for which a Beneficiary may be eligible and that, where appropriate and to the extent possible, the Trustee endeavor to maximize the collection of such benefits and to facilitate the distribution of such benefits for the benefit of the Beneficiary.

7.3 Standing Limitation on Use. None of the income or principal of this trust shall be applied in such a manner as to supplant, impair or diminish benefits or assistance of any federal, state, county, city, or other governmental entity for which a Beneficiary may otherwise be eligible or which a Beneficiary may be receiving.

7.4 Ongoing Limitation on Beneficiaries' Power. No Beneficiary shall have the power to assign, encumber, direct, distribute or authorize distributions from the Trust.

7.5 Provisional Authority. Notwithstanding the provisions herein, the Trustee may make distributions to meet a Beneficiary's need for food, clothing, shelter or health care even if any such distribution may result in an impairment or diminution of the Beneficiary's receipt or eligibility for government benefits or assistance, but only if the Trustee determines that:

- (i) a Beneficiary's needs will be better met if such distribution is made; and,
- (ii) it is in such Beneficiary's best interests to suffer the consequent effect, if any, on the Beneficiary's eligibility for or receipt of government benefits or assistance.

Provided, however, that if the mere existence of the Trustee's authority to make distributions pursuant to this paragraph 7.5 shall result in a Beneficiary's loss of government benefits or assistance, regardless of whether such authority is actually exercised, this paragraph shall be null and void, ab initio, and the Trustee's discretionary authority to make such distributions shall cease and shall be limited as provided above in paragraphs 7.2 and 7.3, without exception.

7.6 General Limitation on Co-trustee Power. The Trustee has named a Co-trustee as State law requires at New York Social Service Law §366(2)(b)(2)(iii). Accordingly, the power of the current Co-trustee and any successor Co-trustees who may come to serve hereunder shall be strictly limited to those activities carried out by a financial institution that is, "duly authorized to exercise fiduciary powers."

7.7 Specific Limitations on Co-trustee Power. The Trustee retains, and shall always retain, sufficient authority over the Trust to meet the criteria in Section 1917(d)(4)(C) of the Social Security Act and 42 U.S.C. §1396p(d)(4)(C). For example, while the Co-trustee is authorized to invest the Trust funds within the exercise of its State granted fiduciary powers, the Co-trustee is not authorized to determine the amount of the Trust corpus to invest. Such power to determine the amount of the Trust corpus to invest shall at all times stay within the full discretion of the Trustee alone. Likewise, the Trustee shall be responsible for, and exercise full authority over, the following Trust functions to the complete exclusion of the Co-trustee:

- (i) removing or replacing the trustee;
- (ii) making the day-to-day decisions regarding the health and well-being of the Pooled Trust beneficiaries;
- (iii) determining whether or not to make discretionary disbursements from the Trust or Trust sub-accounts; and,
- (iv) determining the form, amount, and payee of any discretionary disbursements made from the Trust or Trust sub-accounts.

The above list is not exhaustive and is intended to provide a few examples of the type of

authority that is vested in, and shall remain vested in, the non-profit Trustee. The non-profit Trustee shall maintain ultimate managerial control over the Trust at all times.

ARTICLE 8

ADMINISTRATIVE PROVISIONS RELATING TO TRUST SUB-ACCOUNTS

8.1 Establishment and Maintenance of Trust Sub-accounts. A separate Trust sub-account shall be established and maintained for the sole benefit of each Beneficiary, but the Trust shall pool these sub-accounts for investment and management purposes. The Trustee, or the Trustee's authorized agents, shall maintain records for each Trust sub-account in the name of, and showing the contributed property for, each Beneficiary.

8.2 Taxes. In establishing the Trust, it is the Trustee's intent to preserve the option that each Beneficiary's Trust sub-account may 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. In the event the Trustee ever pays premiums on life insurance policies for a Beneficiary hereunder, any such policy shall name the Beneficiary's individual Trust as both the beneficiary and owner of the policy. Nothing in this paragraph 8.2 shall in any way affect or modify the intent and/or purpose of the Trust or any of the provisions found in this Declaration of Trust. For the purposes stated herein, all income received, distributed, held, or accumulated by the Trust shall be taxable to the Beneficiary. The Trustee may make distributions directly to the taxing authority of any such amounts of income or principal of the Trust as may become necessary to satisfy the Beneficiary's tax obligations.

8.3 Reports to the Beneficiaries. The Trustee shall report at least annually to each Beneficiary or to such Beneficiary's legal representative, and such report shall be a reasonably understandable accounting that begins from the date of the last accounting, or from the date on which the Trustee became accountable in the case of a first accounting, and which otherwise meets all other statutory reporting requirements for trustees both as to substance and as to standard fiduciary form. All reports and/or accountings provided hereunder shall be conclusively deemed to be accepted by the Beneficiary or the Beneficiary's representative if the Trustee does not receive an objection within sixty (60) days of having provided the report and/or accounting. For purposes of calculating sixty (60) days hereunder, the date of having provided the report and/or accounting shall be the date such report is mailed by the Trustee to the Beneficiary or to the Beneficiary's representative. To be effective, any such objection to the Trustee's report shall be mailed to the Trustee's normal place of business by certified mail, return receipt requested.

8.4 Pre-Need Services. The Trustee is encouraged and specifically authorized, but not required, to make distributions for irrevocable burial and funeral services prior to the death of a Beneficiary. Because such services are highly personal and cannot be easily planned without the

request or cooperation of a Beneficiary or family member, the Trustee is further authorized within its discretion to take whatever measures it deems reasonable and prudent to ensure that such services are provided to Beneficiaries in the event that a Beneficiary or representative fails to cooperate. Provided, however, that any such measures taken by the Trustee shall be irrevocable and shall also be for the sole benefit of such a Beneficiary. As strictly prohibited by 6.3 above, the Trustee shall not make any distribution for burial or funeral services after the death of a Beneficiary.

8.5 Periodic Payments. In the event that any Trust sub-account is named as the payee of irrevocable periodic payments from a qualified assignment pursuant to Section 130 of the Internal Revenue Code, the Trustee shall have no duty to seek out or otherwise obtain any remaining guaranteed payments upon the Beneficiary's death if the parties to the qualified assignment have named residual beneficiaries other than the Trust.

ARTICLE 9 TRUSTEE PROVISIONS

9.1 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, and/or local agencies that are established to assist people with disabilities. Associated costs that affect the Trust as a whole may be apportioned on a pro rata basis to all Trust sub-accounts or charged only against the Trust sub-account about which the Trustee seeks such advice or assistance.

9.2 Selection of Co-Trustee. The initial Co-Trustee was Suffolk County National Bank but was changed when the Trustee designated J.P. Morgan Chase Bank as Co-Trustee on December 1, 2008 upon written notice as described herein below. At the time of amending and restating the Trust on April 4, 2011, the Trustee designated Key Bank National Association as Co-Trustee with delegated investment management responsibility as provided in the joint investment policy statement executed by both the Center and Key Bank. Upon the execution of this current reformed and restated Trust, The Trustee reaffirms its previous designation of Key Bank National Association as Co-trustee for such purposes. The Trustee shall evaluate the Co-Trustee's performance and, no less often than annually, may: 1) reappoint the current Co-Trustee, either formally or through non-action; or, 2) appoint a new Co-Trustee. The Trustee shall accomplish any such formal reappointment or appointment by means of a written and signed instrument, which the Trustee shall keep as part of the Trust records. Any Co-Trustee appointed hereunder shall be a financial institution, as such term is defined in New York SSL §366(2)(b)(2)(iii-v), for the purposes described herein and with such general and specific limitations as described herein. In the event a new Co-Trustee is ever appointed hereunder, the Trustee shall provide written notice to The Human Resources Administration, Office of Legal Affairs, Liens and Recovery Litigation Division, 180 Water Street, 18th Floor, New York, New York 10038.

9.3 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. In no

event, however, shall the Trustee 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.

9.4 Scope of Trustee's Power. Except as may be otherwise provided in this Declaration of Trust, and for so long as the Trustee is prudent in administering the Trust, the Trustee may serve without bond and shall exercise all powers under any and all Federal and State laws that may exist and be applicable to trusts, in effect on or after the execution of Joinder Agreements by the Grantors. Should bond be necessary for any reason whatsoever, such bond shall be a proper expense of the Trust sub-account(s) for which bond becomes necessary.

9.5 Trustee's Discretion to Accept Beneficiaries. In the event the Social Security Administration and/or any authorized governmental entity has not made a determination that the Beneficiary is a disabled person, the Trustee is authorized to accept such Beneficiary upon a good faith expectation that the Beneficiary will receive a disability determination according to the criteria of the appropriate governmental entity charged with making such determinations.

9.6 Trustee to Receive Full Consideration for Trust Assets. No authority described in this Declaration of 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.

9.7 Trustee Entitled to Reasonable Compensation. The Trustee and any Co-trustee(s), including their agents, shall be entitled to reasonable compensation and to reimbursement of costs and expenses properly incurred in the management and/or administration of the Trust. All such compensation and reimbursement shall be proper charges made in accord with the normally published fee schedule in use by the Trustee and/or Co-trustee when such services are provided and/or costs incurred.

9.8 Trustee Resignation; Successor Trustees. The Trustee may resign upon written notice to the Beneficiaries and to the Co-trustee at the time of the Trustee's resignation, and the Co-trustee may resign upon written notice to just the Trustee. Upon any such resignation, the Trustee shall comply with paragraph 2.11 above and may only designate another 501(c)(3) non-profit association granted tax exempt status by the Internal Revenue Service as successor Trustee, which shall assume its duties under this Declaration without any liability for the acts or omissions of any predecessor Trustee. A successor Trustee shall assume its duties under this Declaration of Trust without any liability for the acts or omissions of its predecessor. The provisions of this paragraph 9.8 shall also control if the Trustee ceases to exist, is dissolved, or can no longer serve as Trustee for any other reason. In conjunction with any action taken under this paragraph 9.8, a final accounting shall be made by the Trustee and/or Co-trustee. The Human Resources Administration shall be provided with written notice of any and all such resignations and/or designations pursuant to this paragraph 9.8 at the address set forth in paragraph 9.2 above.

9.9 Indemnification of Trustee. The Trustee and each of its Co-trustees, agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, are hereby indemnified by the Trust and the Trust property against all claims, liabilities, fines, or penalties, and against all costs and expenses, including attorney's fees and disbursements and the cost of reasonable settlements, imposed upon, asserted against or reasonably incurred thereby in connection with or arising out of any claim, demand, action, suit, or proceeding in which he, she, or it may be involved by reason of being or having been a Trustee or affiliated with a Trustee as set forth above, whether or not he, she, or it shall have continued to serve as such at the time of incurring such claims, liabilities, fines, penalties, costs, or expenses or at the time of being subjected to the same. However, the Trustee and each of its Co-trustees, agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, shall not be indemnified with respect to matters as to which he, she, or it shall be finally determined to have been guilty of willful misconduct in the performance of any duty by a court of competent jurisdiction. This right of indemnification shall not be exclusive of, or prejudicial to, other rights to which the Trustee and each of its Co-trustees, agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, may be entitled as a matter of law or otherwise.

ARTICLE 10 GENERAL PROVISIONS

10.1 No Requirement to Furnish Bond. Neither the Trustee, nor any Co-trustees, shall be required to furnish bond for the faithful performance of any duties created under this Declaration of 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. This bond provision is subject to New York SSL § 366 (2)(b)(2)(iv), wherein, the New York State Department of Social Services, together with the banking department, shall promulgate regulations governing the establishment, management and monitoring of trusts established pursuant to New York SSL § 366 (2)(b)(2)(iii), in which a not-for-profit corporation and a trust company serve as co-trustees.

10.2 Trust to Be Free From Court Supervision. The Trust established under this Declaration of Trust shall be administered free from the active supervision of any court but shall be subject to the jurisdiction of the Courts of New York State. Any proceedings to seek judicial instructions or a judicial determination may be initiated by the Trustee, or any Co-Trustee that is specifically named as such by the Trustee, in any such Court having jurisdiction of matters relating to the construction and administration of trusts.

10.3 Governing Law. This Trust shall be governed by, and interpreted in accordance with, the laws of the United States and the State of New York.

10.4 Governing Medicaid Rules. Notwithstanding paragraph 10.3 above, each Trust sub-account shall also be governed by the particular State Medicaid rules of the State where a Beneficiary resides without regard to whether such rules are implemented by statute, administrative code, or agency manuals. Such governing Medicaid rules shall apply immediately and automatically by virtue of a Beneficiary moving to, or living in, a particular State. Pursuant to Article 5 above, the

Trustee shall modify the administration of the Trust sub-account accordingly as may be necessary to comply with such governing Medicaid rules. Likewise, any particular language required to be included in the Trust sub-account shall be automatically incorporated herein with no requirement for the Trustee to take any formal or informal action. The Trustee may execute and incorporate a statement formally acknowledging that such a Trust sub-account is governed by the Medicaid rules of such a Beneficiary's State of residence, but such a formal acknowledgment is not a necessary precondition to the automatic applicability of such rules. However, to the extent that any Federal agency or State Medicaid agency requires some particular language to be included in the Trust sub-account agreement, the Trustee shall execute a reformation or confirming amendment demonstrating that such language has been incorporated into the Beneficiary's Joinder Agreement at the time of execution and that such language controls.

10.5 Procedural Provisions. Any conforming and/or effectuating amendments or reformations that might be made pursuant to paragraphs 1.5 or 10.4 above, may be made unilaterally by the Trustee without notice to any party and/or Beneficiary and may be made effective retroactively or prospectively as the Trustee deems most appropriate in its sole discretion. Any provision of this Declaration of Trust and the Trust created hereunder 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 and/or regulations, any such conforming amendments may be effectuated through the Joinder Agreements used in the particular State(s) in question without effecting the operation of the Trust in any other State(s).

10.6 Rules of Construction. By executing a Joinder Agreement and establishing a Trust sub-account, it shall be the intent of the Trustee and each Grantor to meet and comply fully with 42 U.S.C. §1396p(d)(4)(C) and all such enabling legislation, regulations, and rules such as, but not limited to POMS SI 01120.201; POMS SI 01120.201; and, all related Medicaid rules and regulations. As such, this Trust and the Joinder Agreement shall be construed as broadly as possible to meet this purpose and objective. In the event that any Joinder Agreement and this Trust are ever deemed to contain ambiguities or conflicts that would otherwise defeat its purpose or open it to interpretations that would render it non-compliant and make a Beneficiary ineligible for government assistance, the documents shall be read together and any such provisions of either document that clarify or resolve such ambiguities or conflicts in favor of a Beneficiary shall be given priority and effect so as to achieve compliance and eligibility for the Beneficiary. In the event that it becomes impossible to resolve any ambiguities or conflicts by reading the Joinder Agreement and the Trust together and construing them broadly, then the terms of this Trust shall control and be given precedence unless the Joinder Agreement in question specifically provides to the contrary.. In this regard, the Trust shall control and be given precedence over all existing Joinder Agreements executed before the date of this reformed and restated Declaration of Trust as well as all Joinder Agreements executed after the date of this reformed and restated Declaration of Trust.

10.7 Severability. Any provision of this Declaration of Trust that is adjudged invalid or unenforceable under the laws of any place where the terms of the Declaration are to be performed, or are sought to be enforced, shall be deemed inoperative without invalidating such provision

elsewhere or any of the other provisions of this Declaration or without invalidating such provision in any other place where the terms of the Declaration are to be performed.

10.7 Section Headings. Section headings are for purposes of convenience only and shall have no bearing on the interpretation of any provision of this Declaration of Trust.

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

WITNESSES:

Vicki L. Duffey

VICKI L. DUFFEY
Printed Name

Kathy L. Perkey
Kathy L. Perkey
Printed Name

THE CENTER FOR SPECIAL NEEDS TRUST
ADMINISTRATION, INC., Trustee

By: *Caitlin Janicki*
Caitlin Janicki
Printed Name

Its: Vice-President

Address:
4912 Creekside Drive
Clearwater, FL 33760

STATE OF FLORIDA))
COUNTY OF PINELLAS)) s.s:

On this 3rd day of October, 2016, before me personally came Caitlin Janicki, to me known, who did depose and say that she resides at Clearwater, Florida; and that she is Vice-President of THE CENTER FOR SPECIAL NEEDS TRUST ADMINISTRATION, INC., the non-profit corporation described herein and which executed the foregoing instrument, and that she signed her name thereto by authority of the Board of Directors of said corporation.

Karyn Martin
Notary Public



KEY BANK NATIONAL ASSOCIATION, as
Co-Trustee

By: Sandy Kubit

Sandy Kubit
Printed Name

As Its: Trust Officer

Key Private Bank
100 Public Square, Suite 600
Cleveland Ohio 44113

STATE OF OHIO))
COUNTY OF Cuyahoga)) s.s:

On this 5 day of June, 2017, before me personally came Sandy Kubit, to me known, did depose and say that she resides at Cleveland Ohio; and that she is Vice President of KEY BANK NATIONAL ASSOCIATION, the corporation described herein and which executed the foregoing instrument, and that she signed her name thereto by authority of the Board of Directors of said corporation.

Mary Telepak
Notary Public



MARY TELEPAK
Notary Public, State of Ohio
My Commission Expires 3-2-18