



## AMENDED FUTURECARE FIRST PARTY POOLED TRUST

Name of Grantor: Al Sigl Center for Rehabilitation Agencies, Inc.

Address: 1000 Elmwood Avenue, Suite 300  
Rochester, NY 14620-3098

Telephone: (585)271-0660 ext.

306 Tax Identification No: 510243019

### RECITALS

- A. Al Sigl Center for Rehabilitation Agencies, Inc., d/b/a Al Sigl Community of Agencies ("Al Sigl"), a New York not-for-profit corporation and an organization that is tax-exempt under Internal Revenue Code Section 501(c)(3), establishes and maintains the trust.
- B. The trustee of the trust shall be the Al Sigl.



## PROVISIONS

### 1. ESTABLISHMENT AND PURPOSE OF TRUST

1.1 Name of Trust and Statutory Authority. This Trust shall be known as the "FCPS FIRST PARTY POOLED TRUST".

1.2 Trust Property. The Grantor does hereby irrevocably transfer and deliver to the Trustee the sum of One Hundred Dollars (\$100.00), the receipt of which is hereby acknowledged by the Trustee, and any cash, securities, or other trust property which the Trustee may subsequently hold and acquire pursuant to the provisions of this trust agreement for the uses and purposes and upon the terms and conditions set forth herein.

1.3 Trust Purpose. This is an irrevocable pooled trust established for the sole benefit of individual beneficiaries who are defined as disabled pursuant to Section 1614(a)(3) of the Social Security Act, codified at 42 USC 1382c(a)(3) ("Designated Beneficiary"). Individual trust accounts shall be maintained for each Designated Beneficiary, but for purposes of investment and management of trust funds, the Trustee shall pool these accounts and manage them collectively. This Trust is Intended to provide, in the sole and absolute discretion of the Trustee, supplemental goods and services for the beneficiaries of the trust, in addition to any government benefits for which they may be eligible, and not replace, impair, or diminish, any benefits or assistance of any federal, state, county, city or other governmental entity for which the beneficiaries may otherwise be eligible or which the beneficiaries may be receiving.

### 2. TRUST ACCOUNTS.

2.1 Establishment of Trust Accounts. A trust account for the sole benefit of a Designated Beneficiary shall be established by the Designated Beneficiary, the Designated Beneficiary's parent, grandparent, legal guardian, or by a court.

2.2 Funding of Trust Accounts. It is intended that the trust accounts shall be funded solely with assets owned by the Designated Beneficiary which may otherwise be considered available to the beneficiary for purposes of determining eligibility for government benefits.

2.3 Sponsor Agreement. A person or entity who establishes a trust account shall be referred to as the "Sponsor." The Sponsor shall execute a "Sponsor Agreement" which



adopts and incorporates by reference the terms of this Trust. The Trustee has complete discretionary authority not to accept a Sponsor Agreement.

2.4 Execution of Sponsor Agreement. This Trust is activated for a Designated Beneficiary when a Sponsor Agreement is signed by a Sponsor and a Trustee or a Trustee's designee. Upon acceptance, a trust account shall be established for the Designated Beneficiary named in the Sponsor Agreement and held and administered pursuant to the terms and provisions of this Trust. By signing a Sponsor Agreement, a Sponsor agrees to all the terms and conditions of this Trust Agreement and any present and future amendments hereto.

2.5 Trust Account Beneficiaries. Each Sponsor Agreement shall designate the Designated Beneficiary for whom a trust account is established and provide for the distribution of any remaining balance upon the death of the Designated Beneficiary pursuant to Section 8 of this Trust, entitled "Disposition of Trust Account upon the Death of a Beneficiary."

### 3. FUNDING OF TRUST ACCOUNTS.

3.1 Additions to a Trust Account. The Sponsor, or any other person or entity making a contribution to a trust account, shall have the right at any time to add property that is considered income or resources of the Designated Beneficiary, to a trust account on behalf of a Designated Beneficiary, subject to acceptance by the Trustee. This additional property, upon acceptance by the Trustee, shall become a part of the trust and held and managed for the benefit of the Designated Beneficiary.

3.2 Sources of Additions to a Trust Account. Additions to a trust account may be made by a beneficiary or on behalf of a beneficiary by the Sponsor or another person or entity described in paragraph 2.1 above, by any means.

3.3 Refusal and Return of Property by Trustees. If property is offered for transfer to a trust account, the Trustee shall have sole and absolute discretion and authority to refuse to accept the property, impose any conditions that must be met prior to acceptance or require that the property be liquidated. If the Trustee decides not to accept a transfer of property, the Trustee shall advise the person making the transfer or the personal representative of his estate in writing within thirty (30) days after receiving written notification of the



nature of the property to be transferred. If the property has already been received or ownership transferred to the Trust, the Trustee shall have the right to cancel the transfer of the property, and the Trustee shall promptly have the property transferred and returned to the person making the transfer or the personal representative of his or her estate. The person making the transfer, or his estate shall assume all costs related to the transfer and return of the property, as determined by the Trustee, including but not limited to, any costs, fees and expenses related to the filing of documents or transfer of the property and costs of shipping, storage or handling.

3.4 Trust Account Designation by Contributor. Any person making a contribution to the Trust (the "Contributor") shall designate the specific trust account to which the property is to be allocated. If no account is specified, the trust account for which the Contributor or his or her spouse is Sponsor shall be deemed to be the designated trust account. If the Contributor or his or her spouse is not a Sponsor of a trust account, the Trustee shall determine the trust account(s) to which the property shall be allocated or may establish a new trust account for each eligible beneficiary or whom the property is contributed.

#### 4. MINIMUM FUNDING BY SPONSOR.

4.1 Required Contribution. Each Sponsor who wants to establish a trust account for a Designated Beneficiary must agree to make the initial minimum contribution specified in the Sponsor Agreement upon acceptance by the Trustee.

4.2 Minimum Contribution Required as a Condition for Participation. The commitment on the part of the Sponsor to make the required minimum contribution is a condition of the acceptance of the Sponsor Agreement. The Trustee shall have the discretion at any time to modify the amount of the required minimum contribution.

4.3 Irrevocable Transfer and Limited Power to Amend. A Sponsor or other contributor to the Trust shall not be permitted to revoke a Sponsor Agreement or withdraw any funds contributed to the Trust under such Agreement. However, a Sponsor or a person with legal authority to act on behalf of a Sponsor, during the lifetime of a Designated Beneficiary, may amend the Sponsor Agreement by filing a signed document with the Trustee.



This right to amend shall be limited to changing any dispositive provisions relating to the identity of the designated remainder beneficiaries or their respective shares in any balance not retained by the Trust or paid to the state as required by law. This limited right to amend the Sponsor Agreement shall not reduce the amount required to be retained by the Trust (if any) upon the death of a Designated Beneficiary as set forth in the original Sponsor Agreement or the amount to be paid to the state as required by law.

## 5. ADMINISTRATION OF TRUST ACCOUNTS.

5.1 Administration for Sole Benefit of Designated Beneficiary. Each trust account shall be held for the sole benefit of its Designated Beneficiary during his or her lifetime. During the lifetime of a Designated Beneficiary, the Trustee shall not use assets in a trust account for the benefit of other trust beneficiaries or for any purposes not authorized by this Trust Agreement.

5.2 Management of Trust Accounts. The Trustee is authorized to pool, commingle, and jointly manage the assets of all trust accounts. Each trust account shall be credited with its proportionate share of the net income from the Trust. The term "net income" shall mean the profits and income generated from investment of pooled funds, minus losses, and expenses generally attributable to administration of the Trust. Each trust account shall be charged separately with disbursements and distributions made on behalf of the Designated Beneficiary or directly attributable to that trust account.

5.3 Treatment of Assets Contributed In Kind. The Trustee shall have absolute discretion and authority to allocate assets received in kind solely to the trust accounts for which the assets have been contributed. In such cases, only the trust account in question shall be credited or charged with its share of income, profits, gains and losses derived from the segregated assets. The Trustee, in its sole discretion, shall have the right to charge the trust account for administrative services and expenses attributable to the segregated assets in addition to general administrative services and expenses.

5.4 Accounting. At least annually, the Trustee shall submit to the Sponsor of the trust account an accounting of the transactions for the trust account. After the death of the Sponsor, the Trustee shall submit the accounting to the Alternate Sponsor designated in the Sponsor Agreement. If no Alternate Sponsor has been designated, the Trustee may designate an interested family member or other appropriate person to receive the accounting for the trust account. At least annually,



the books and records of the Trust shall be audited by a certified public accounting firm. If required, a copy of this annual audited account shall be sent to the Attorney General of the state, the Commissioner of the state agency charged with administering the medical assistance program and to any other persons or agencies entitled to receive an' annual account pursuant to court order, statute or regulation.

5.5 Form of Accounting and Filing. The Trustee shall file annual accountings to any court with jurisdiction over a trust account in whatever form is required by the court, including but not limited to, in the manner provided by Mental Hygiene Law 81.31-81.32 or any other governing law, if applicable. If and only if required by court order, the Trustee shall also submit proposed budgets for the ensuing year. The final account of the Trustees shall be settled without judicial approval unless submission of the final account is ordered by the court with jurisdiction over a trust account. Appropriate notice shall be given to government agencies if required by court order or any applicable law, regardless of whether the final account is required to be settled with judicial approval or by consent among the Interested parties.

#### 1. 6. **DISPOSITIVE PROVISIONS DURING A BENEFICIARY'S LIFETIME**

6.1 Distributions for a Designated Beneficiary. During the lifetime of a Designated Beneficiary, the Trustee shall use, apply or expend as much of the net income and principal of the trust account for the benefit of the Designated Beneficiary of the trust account as the Trustee, in its sole and absolute discretion, deems appropriate. This trust shall supplement, and not replace, impair, or diminish the Designated Beneficiary's eligibility for benefits or assistance of any federal, state, county, city, or other governmental entity. The income and principal of the trust shall be used to provide goods and services that enhance a Designated Beneficiary's quality of life, and which are not otherwise provided for or covered, payable or reimbursable by any government benefit program.

6.2 Availability of Benefits. Consistent with that intent, before expending any amounts from the net income and/or principal of this trust, the Trustee shall consider the availability of all benefits from government or private assistance programs for which the Designated Beneficiary may be eligible. The Trustee, where appropriate and to the extent possible, shall attempt to maximize the collection and facilitate the distribution of these benefits.



6.3 Expenditure of Funds. The Trustee is authorized to expend funds for the supplemental needs of the Designated Beneficiary, not provided through government benefits, which are reasonable and necessary for the support, care and well-being of the Designated Beneficiary. The Trustee is prohibited from making expenditures that will impair or diminish the Designated Beneficiary's receipt of, or eligibility for, government benefits, except under the limited discretionary authority of section 6.4, below.

6.4 Discretionary Authority of Trustee. Notwithstanding the above provisions, the Trustee may make distributions to meet the Designated Beneficiary's need for food, clothing, shelter, health care, or other personal needs, even if those distributions will impair or diminish the Designated Beneficiary's receipt of, or eligibility for, government benefits or assistance, but only if the Trustee determines in its sole discretion that the distributions will better meet the Designated Beneficiary's needs, and it is in the Designated Beneficiary's best interests, notwithstanding the consequent effect on the Designated Beneficiary's eligibility for, or receipt of, government benefits. However, if the mere existence of this authority to make distributions will result in a reduction or loss of the Designated Beneficiary's entitlement to government benefit programs, regardless of whether the Trustee actually exercises this discretion, this paragraph shall be null and void and the Trustee's authority to make these distributions shall terminate and the authority to make distributions shall be limited to purchasing supplemental goods and services in a manner that will not adversely affect the Designated Beneficiary's government benefits:

6.5. Prohibition Against Court Order to Invade Principal. No interest in the principal or income of this trust shall be anticipated, assigned, or encumbered pursuant to the authority of section 7-1.6 of New York Estates, Powers and Trusts Law or any other comparable state or federal rule, regulation, statute, or constitutional provision.

6.6. Spendthrift Provision. The interest of the trust beneficiary in the property held in trust, including income and principal, prior to actual payment or delivery by the Trustee, shall not be transferable by voluntary or involuntary assignment or by operation of law. The beneficiary does not have the power to assign, encumber, direct, distribute or authorize distributions from this trust.

6.7. Authority to Maintain Eligibility for Government Benefits. If requested



to release trust income or principal by any government or private agency, the Trustee is authorized to take whatever steps, administrative or judicial, as may be necessary to continue the Designated Beneficiary's eligibility for the benefits at issue. The Trustee may use trust assets to retain an attorney to resolve disputes with any government or private agency; however, if required by court order, the Trustee shall obtain court approval to retain an attorney for this purpose.

## 7. DISCRETIONARY AUTHORITY OF TRUSTEE.

7.1 Binding Effect of Trustee Decisions. The exercise or non-exercise of any discretionary power granted hereunder to the Trustees and all actions taken by them with respect to making distributions hereunder shall be final and binding upon all persons except to the extent that the exercise of such discretion shall limit the State's ability under statute and regulation to protect its remainder interest.

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7.2 Limitations on Discretionary Authority If Trustee is a Contributor. No Trustee shall exercise or join in the exercise of any discretionary authority granted under this Trust Agreement over any trust account to which he or she has made a contribution. The exercise of any such discretionary power shall be made by the remaining Trustee.

## 8 DISPOSITION OF TRUST ACCOUNT UPON THE DEATH OF A BENEFICIARY.

3. 8.1 Amounts to Remain in the Trust. After the payment of taxes (if any), due from the trust to the state and the United States because of the death of the Designated Beneficiary and the payment of reasonable fees of administration, termination and wrapping up of the trust estate, the Trustee shall retain in the Trust the amounts specified by the Sponsor in the Sponsor Agreement from the remaining balance in the Designated Beneficiary's account. Any and all amounts remaining in the Trust upon the death of any Designated Beneficiary shall be credited to the "Remainder Sub Trust Account" which amounts may be used for the purpose of providing direct supplemental needs assistance to any individual who is disabled pursuant to Social Security Law Section 1614(a)(3) codified at 42 USC 1382c(a)(3), whether such an individual is a current beneficiary of the Trust. Amounts in the "Remainder Sub Trust Account" shall also be available to the Trustees for the purpose of providing indirect supplemental needs assistance to or on behalf of individuals with disabilities, exclusively for use by the FCPS program. Such indirect expenditure(s) may consist of but are not limited to, education, training and advocacy and such other incidental services or product(s) which meet the need(s) of any current or potential beneficiary of the Trust or has the effect of heightening the awareness of the general community to the





special needs of individuals with disabilities. Amounts in the "Remainder Sub Trust Account" shall also be available to the Trustees to meet any administrative and/or operating expenses incurred by the Trust, or in furtherance of the purposes of the FCPT.

Distribution as Repayment to the state(s)

*To the extent that amounts remaining in the Designated Beneficiary's account upon the death of the Designated Beneficiary are not retained by the Trust, the Trust shall pay to the State(s) from such remaining amounts in the account an amount equal to the total amount of medical assistance paid on behalf of the individual under the State Medicaid plan(s). To the extent that the trust does not retain the funds in the account, the State(s) must be listed as the first payee(s) of any such funds and the State(s) shall have priority over payment of other debts and administrative expenses except as listed in the Social Security Administrations Program Operations Manual System (POMS) (SI 01120.2038.3.a).*

*The trust must provide payback for any State(s) that may have provided medical assistance under the State Medicaid plan(s) and not be limited to any State(s). Medicaid payback may also not be limited to any particular period of time, i.e., payback cannot be limited to the period after establishment of the trust.*

*Upon the death of the trust beneficiary, the following types of administrative expenses may be paid from the trust prior to reimbursement of medical assistance to the State(s):*

- Taxes due from the trust to the State(s) or Federal government because of the death of the beneficiary.*
- Reasonable fees for administration of the trust estate such as an accounting of the trust to a court, completion and filing of documents, or other required actions associated with termination and wrapping up of the trust. POMS) (SI 01120.203B.3.a)*

*All funds remaining in the beneficiary sub-Trust account will be retained by the Future Care Community Pooled Trust to further the purposes of the Trust, in accordance with the Article 8 of the Future Care Community Pooled Trust.*



8.2 Election to Distribute Amounts to Others. The Sponsor Agreement may require that a minimum percentage of the balance remaining in the Designated Beneficiary's account upon the death of the Designated Beneficiary shall be retained by the Trust, pursuant to ' balance not retained by the Trust shall first be applied as payment to the State(s) as required by applicable law, pursuant to subparagraph 8.2 above, and then distributed as provided in the Sponsor Agreement.

**9. APPOINTMENT AND REMOVAL OF TRUSTEES AND SUCCESSORS.**

9.1 Identification of Trustee.

Name of Trustee: Al Sigl Center for Rehabilitation Agencies, Inc.

Address of Trustee: 1000 Elmwood Avenue, Suite 300, Rochester, NY 14620

9.2 Limited Co-Trustee. Canandaigua National bank and Trust Company with offices located at 1150 Pittsford Victor Road, Pittsford, NY 14534, is named as a Limited Co-Trustee. Limited Co-Trustee shall assume its limited duties as set forth herein upon its written notification to FCPS and the Trustee.

9.3 Appointment of Alternate Successor Trustees. The appointment of any successor trustee shall become effective immediately upon the action of FCPS, subject to the approval of any court having jurisdiction over the trust if such judicial approval is required. FCPS shall determine the terms of the appointment of any other successor Trustee.

9.4 Rights and Powers of Limited Co-Trustee. Limited Co-Trustee shall assume limited powers, rights, discretion, obligations, and immunities as set forth in Section 12 below. Any other successor Trustee shall be appointed by FCPS and shall immediately succeed to all title of the prior Trustees and to all powers, rights, discretion, obligations, and immunities of a Trustee under this Agreement with the same effect as though such successor Trustee were originally named as a Trustee in this Agreement, subject to any limitations in this Trust or imposed by vote of FCPS.

9.5 Removal of Trustees. FCPS or its legal successor in interest shall have sole and absolute authority to replace any Trustee or successor Trustee, including but not limited to, Trustee OR Limited Co-Trustee, for any reason, with or without cause, at any time. FCPS shall then appoint a successor in the manner provided for herein.

9.6 Indemnification. The Trust shall defend, indemnify, and hold harmless any



employee, designee, Grantor or Trustee, his/her heirs, executors, administrators, successors and assigns in any action or proceeding brought against him/her at any time for all actions taken by him/her in managing and administering the Trust as the designee of Grantor or Trustee, or obtain insurance to achieve the same result. Grantor and Trustee shall pay all costs, expenses and attorney's fees related to any action or proceeding brought against any employee, agent, designee of Grantor or Trustee for all actions taken in connection with the management and administration of the Trust. The provisions of this subparagraph shall apply regardless of whether such action or proceeding is brought against the employee, agent, or designee in an official, individual, or fiduciary capacity.

**10. TRUSTEE'S RELIANCE UPON REPRESENTATIONS BY OTHERS.**

The Trustee shall be fully protected in acting upon any instrument, certificate, paper, or presentation believed by them to be genuine and to be signed or presented by the proper person or persons, and the Trustees shall be under no duty to make any investigation or inquiry as to any statement contained in such writing or representation but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

**11. DELEGATION OF AUTHORITY.**

11.1 Delegation Among Trustees. Except as otherwise expressly provided in this Trust Agreement, a Trustee shall have the authority to delegate to another Trustee or to an employee of Trustee or Grantor, all duties required of them or exercises of discretion granted to them under this Trust Agreement including but not limited to, disbursement of funds on behalf of a Designated Beneficiary, selection of investments for the trust property and performance of other administrative duties. Such delegation shall become effective immediately upon approval by all Trustees serving. All persons dealing with the Trustees are released from inquiry into the decision or authorities of the Trustees or any one of them and from seeing to the application of any moneys, securities or other properties paid or delivered to the Trustees or any one of them or any agent acting on their behalf.

11.2 Authority to Hire Corporate Custodian. The Trustee shall have the authority, but not the obligation, to hire a corporation to serve as a Custodian for the Trust which is authorized in the State of New York to serve as a Custodian over trust securities and assets. The duties of the Custodian may include the safekeeping of securities and other Trust assets, maintenance of Trust records, payment of disbursements and distributions from the Trust.

11.3 Authority to Hire Investment Counsel and Delegate Investment Authority. The Trustee shall have the authority to hire an investment advisor or investment counsel on behalf of the Trust and shall have the right to delegate investment authority to an adviser who shall be authorized to make investments on behalf of the Trust with the prior approval of the Trustee.



11.4 Payment for Services. The Trustee is authorized to compensate agents, accountants, custodians, legal and Investment counsel and advisors for their services and reasonable expenses. These and any other expenses attributable to the administration of the Trust, including but not limited to reasonable administrative fees charged by Trustee or Grantor, shall be charged generally against the trust property. These expenses shall be allocated to the trust accounts in proportion to their relative values or in any other manner deemed appropriate by the Trustee and Grantor.

**12. OTHER PROVISIONS APPLYING TO TRUSTEES.**

12.1 Powers of the Trustees. The Trustees, and any successors, shall have all the powers conferred by sections 11-1.1, 11-2.2 and 11-2.3 of New York Estates, Powers and Trusts Law, subject to any limitations contained herein.

12.2 Authority to Retain Advisors and Agents. The Trustees shall have the authority to employ and to delegate any of its discretionary and non-discretionary powers to agents, including, but not limited, attorneys, investment advisors, appraisers, accountants, social workers, case managers, and companions for the Designated Beneficiary as it deems necessary and proper and to pay for such services from the trust property.

12.3 Compensation of Trustee. The Trustee may waive statutory commissions but is entitled to charge reasonable and necessary fees and expenses incurred in the administration of the trust, subject to approval of the court if required.

12.4 Provisions Applying to Limited Co-Trustee and Successor Co-Trustees.

(a) Powers of Canandaigua National Bank and Trust Company Regarding Affiliates and Any Successor to the Limited Co-Trustee. Canandaigua National Bank and Trust Company and any successor, shall have the following specific powers as to trust property and may exercise the same in its sole and absolute discretion without Court order or approval:

(1) To engage any corporation, partnership or other entity affiliated with Trustee, Grantor or Limited Co-Trustee (an "Affiliated Entity") to render services to any trust hereunder, including, without limitation:

(2) To manage or advise on the investments of such trust on a discretionary or non-discretionary basis.

(3) To act as a broker or dealer to execute transactions, including the



purchase of any securities currently distributed, underwritten, or issued by an Affiliated Entity, at standard commission rates, markups or concessions and to provide other management or investment services with respect to such trust, including the custody of assets and pay for any such services from trust property, without reduction for any compensation paid to a Trustee for its services as Trustee.

(4) To invest in mutual funds offered by an Affiliated Entity or to which an Affiliated Entity may render services and from which an Affiliated Entity receives compensation.

(5) To cause or permit all or any part of any trust hereunder to be held; maintained or managed in any jurisdiction and to hold any trust property in the name of its nominee or a nominee of any Affiliated Entity.

(6) To retain and sell the trust property, including any securities issued by any affiliate of Limited Co-Trustee and to invest and reinvest the same in all forms of property, including, without limitation, stocks, bonds, mutual funds, notes, securities or other property, including securities issued by any affiliate of the Limited Co-Trustee.

(b) Acceptance of Real Estate and Certain Trust Property. Trustee shall not be deemed to have accepted title to and shall not act or be obligated to act in any way as a Fiduciary with respect to, any real property, including any real property owned or operated by a sole proprietorship, general or limited partnership, limited liability company, or closely held corporation or any interest in any such business enterprise, which is or may become an asset of the trust until (i) an appropriate environmental audit is performed at the expense of the Grantor or the trust to determine that conditions at such real property or operations conducted by such business enterprise are in compliance with state and federal environmental laws and regulations affecting such real property or such business enterprise and (ii) Trustee has accepted such property as an asset of the trust by a separate writing delivered to the Grantor or contributor, if living, or if not, to the representative of the Grantor or any contributor of the trust and the Designated Beneficiary or beneficiaries of the trust (or their natural or legal guardians), to the co-Trustee, if any.

(c) Notifications to Government Agencies. Limited Co-Trustee shall not have any authority, or any duty, to provide any notifications to any government agency.

(d) Limited Scope of Trustee or Limited Co-Trustee Duty and Liability Regarding Distributions From a Trust Account. Limited Co-Trustee's duty as Trustee is limited to the investment and management of the trust property. Limited Co-Trustee shall



only be responsible for, and have the authority to, manage, invest and reinvest the trust property as required by the terms of this Trust and applicable law. Limited Co-Trustee shall not be responsible for, and does not have any discretionary authority to, make any decisions concerning distributions for the benefit of a Designated Beneficiary. Limited Co-Trustee shall have no liability for any claim related to the impact of a distribution on a Designated Beneficiary's eligibility for, or receipt of, government benefits. Limited Co-Trustee only has a ministerial duty to make distributions at the direction of Trustee or its designee and does not have any discretionary authority. Trustee and Grantor shall indemnify and hold harmless Limited Co-Trustee against any and all claims related to the impact of any distributions from a trust account on the Designated Beneficiary's eligibility for, or receipt of, government benefits.

(e) Compensation of Limited Co-Trustee. Limited Co-Trustee, and any successor corporate Trustee, shall receive payment for its services in accordance with its schedule of rates in effect at the time such compensation becomes payable, without reduction for any other fees or other compensation paid to Limited Co-Trustee or an Affiliated Entity, including, but not limited to, such fees or other compensation paid by any mutual fund, unit investment trust or other investment vehicle, or an agent. Such compensation may be paid without Court approval.

(f) Resignation of Limited Co-Trustee. Limited Co-Trustee may resign as Trustee at any time by written notice delivered to any co-Trustee(s). Such resignation shall be effective upon the written appointment of a successor Trustee. The co-Trustee shall have the power to appoint a successor Trustee. All of the Trustee's fees and expenses (including reasonable attorney's fees) attributable to the appointment of a successor Trustee shall be paid by such trust. No bond or other security shall be required of Limited Co-Trustee in any jurisdiction.

(g) Indemnification of Limited Co-Trustee. The Grantor agrees to indemnify and hold harmless Limited Co-Trustee and the Affiliated Entities from and against any and all claims, demands, losses, liabilities, damages, and expenses which may be sustained at any time because of any act or omission, including acts or omissions of ordinary negligence, occurring before the date the trust property was received by the Trustee. Limited Co-Trustee is expressly relieved of any duty or responsibility to audit or review the actions or accounts of its predecessor and, further, is relieved from any liability for the acts or omissions of its predecessor, known or unknown.

(h) Participation in the Limited Co-Trustee Service. To utilize the Limited Co-Trustee Consultation Service ("Consultation Service") or any other



investment service offered by an Affiliated Entity in the management of the investment of the trusts, without regard to any resulting increase in the compensation of Limited Co-Trustee or an Affiliated Entity, and to designate the trust property to be managed through the Consultation Service and appoint (and, from time to time, replace) the investment manager or managers, including an Affiliated Entity, for those assets, provided that Limited Co-Trustee must consider the wishes of the Trustee as to the selection of a manager.

(i) Limited Duty of Limited Co-Trustee to Provide Accountings. Records or Other Information. Unless directed by Trustee, Limited Co-Trustee shall not have the authority, nor be required, to furnish or file any accountings, records or other information to a Sponsor, government agency, Court or Designated Beneficiary. This shall be the sole responsibility of the Trustee. Limited Co-Trustee shall only have the duty and authority to furnish and file any accountings, records or other information to Trustee or its designee.

#### 13 BOND.

6. No bond or other security shall be required of the Trustee, Limited Co-Trustee, or any successors. However, the Trustee is authorized to obtain such bond as may be required by regulation or a court of competent jurisdiction or other action of the appropriate state or local government agency. The Trustee may purchase liability insurance covering claims arising from its services as Trustee hereunder. The premiums for any such bond or coverage shall be charged as a general expense of the Trust.

#### 14. WAIVER OF POTENTIAL CONFLICT OF INTEREST OF TRUSTEE.

14.1 Conflict of Interest. In making distributions from the trust accounts in accordance with the provisions of this Trust Agreement, it is possible that the Trustee may make disbursements directly to a Designated Beneficiary or on behalf of a Designated Beneficiary for the costs of services and benefits provided directly or indirectly by Trustee or Grantor. The Trustee is expressly authorized to make such disbursements, subject to the limitations on their authority set forth herein.

14.2 Waiver of Claims Against Trustees. The Sponsors executing Sponsor Agreements are aware of the potential conflicts of interest that exist in the administration of the Trust. These conflicts include but are not limited to the possibility of self-dealing with regard to the services provided a Designated Beneficiary by Trustee, Grantor, ARC and Lifespan or any of their affiliates and the fact that the remainder of the Trust may be paid to Trustee, Grantor, Lifespan or ARC. Any Sponsor executing a Sponsor Agreement to this Trust hereby waives any and all claims against the Trustee on account of self-dealing or conflict of interest. The Trustee shall not be liable to the Sponsor or to any party for any act of self-dealing or conflict of interest



resulting from its affiliations with Trustee, Grantor, ARC, Lifespan, a beneficiary or with Limited Co-Trustee or an Affiliated Entity.

#### **15. REQUIRED NOTIFICATION TO LOCAL SOCIAL SERVICES DISTRICT**

The Trustee shall provide any required notification to the local Social Services District in accordance with the requirements of Section 360-4.5 of Title 18 of the Official Regulations of the State Department of Social Services, and any other applicable statutes or regulations, as they may be amended. These regulations currently require notification of the creation or funding of the trust, the death of a beneficiary, and in the case of trust accounts exceeding \$100,000, in advance of transactions that substantially deplete the trust principal (as defined in that section) and transactions from the trust principal that are for less than fair market value.

#### **16. LIMITED POWER TO AMEND TRUST**

The terms of the Trust Agreement may only be amended by action of Grantor, for the purpose of conforming this Trust to any applicable law, statute, or regulation or for the purpose of changing the required minimum contribution or required minimum remainder interest to the Trust. Any amendment shall become effective immediately upon approval by Grantor or its successor in interest. However, if approval of any court having jurisdiction over the Trust is required, any amendments shall be subject to the approval of such court. Notwithstanding the foregoing, Grantor or its successor in interest shall *have* no power to alter or amend the identity of the Designated Beneficiaries or to alter their interests in the Trust as set forth in this Trust Agreement and the Sponsor Agreements that are already in existence at the time of the amendment. Grantor or its successor in interest shall have no power to make any amendment that will adversely affect the exempt status of these funds under Federal and State law.

#### **17. GOVERNING LAW.**

This Trust instrument shall be interpreted, and the administration of the trust shall be governed by the laws of the State of New York. However, if applicable, federal law shall govern any matter related to the relationship between this Trust and the government benefits for which the Designated Beneficiary may be eligible. The situs of this trust for administrative and accounting purposes shall be in the County of Monroe, which is the location of the principal office of Grantor and Trustee.

#### **18. INVALIDITY OF ANY PROVISION.**

Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall be and continue to be fully effective.





19. TERMINOLOGY AND CONSTRUCTION.

Under this instrument the masculine, feminine or neuter gender, and the singular or plural, of any term shall each include the others depending on the context. The headings of the sections of this agreement are inserted for convenience only and shall not affect its construction.

IN WITNESS WHEREOF, the Grantor and Trustee execute this instrument on the dates indicated below.

GRANTOR: AL SIGL CENTER FOR REHABILITATION AGENCIES, INC.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

TRUSTEE: AL SIGL CENTER FOR REHABILITATION AGENCIES, I C.

BY: *Daniel M. Meyers*  
DANIEL M. MEYERS

ITS: *President*

LIMITED COTRUSTEE: CANANDAIGUA NATIONAL BANK AND TRUST COMPANY

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

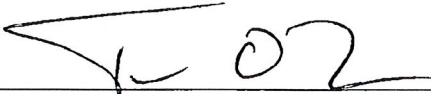


**ADOPTION AND RATIFICATION OF AMENDMENTS TO MASTER TRUST**

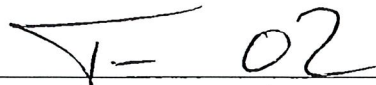
The Granter and Initial Trustees of the Future Care Planning Pooled Community Supplemental Needs trust hereby ratify the vote of the Board of Trustees, dated March 24, 2021 and made effective May 5, 2009, and retroactive to that date, such that the Master Trust, as amended, shall be deemed and accepted as effective as of May 5, 2009.

It is hereby so ratified and adopted as retroactive:

Granter: AL SIGL CENTER FOR REHABILITATION AGENCIES, INC.

BY:   
\_\_\_\_\_  
Tom O'Connor, President

Trustee: AL SIGL CENTER FOR REHABILITATION AGENCIES, INC.

BY:   
\_\_\_\_\_  
Tom O'Connor, President

LIMITED CO-TRUSTEE: CANADAIGUA NATIONAL BANK AND TRUST COMPANY

BY:   
\_\_\_\_\_  
~~Joy Ryan Plotnik, President & CEO~~ Senior Vice President  
Ryan