

# WESTERN NEW YORK COALITION

## TRUST AGREEMENT TWO

*(A Trust for Persons Over Age 65)*

### MASTER TRUST

*PEOPLE INC.*

1219 North Forest Road  
Amherst, New York 14221

Telephone: (716) 634-8132

Facsimile: (716) 634-3889

E-Mail:

*LEGAL SERVICES FOR THE ELDERLY,  
DISABLED & DISADVANTAGED OF  
WESTERN NEW YORK, INC.*

821 Ellicott Square Building  
Buffalo, New York 14203

Telephone: (716)853-3087

Facsimile: (716) 856-5317

E-Mail:

**THE WESTERN NEW YORK COALITION  
OVER 65 POOLED MEDICAID TRUST AGREEMENT**

THIS TRUST made the 24 day of July, 2009 by and between PEOPLE, INC., with principal offices at 1219 North Forest Road in the Town of Amherst, County of Erie, State of New York, and LEGAL SERVICES FOR THE ELDERLY, DISABLED & DISADVANTAGED OF WESTERN NEW YORK, INC., with principal offices at 295 Main Street, Suite 821 in the City of Buffalo, County of Erie, State of New York, as Settlers; and PEOPLE, INC., with principal offices at 1219 North Forest Road in the Town of Amherst, County of Erie, State of New York, LEGAL SERVICES FOR THE ELDERLY, DISABLED & DISADVANTAGED OF WESTERN NEW YORK, INC., with principal offices at 295 Main Street, Suite 821 in the City of Buffalo, County of Erie, State of New York, and KEY TRUST COMPANY, with offices at 10 Fountain Plaza in the City of Buffalo, County of Erie, State of New York, as Co-Trustees;

**WITNESSETH:**

**Whereas** the Settlers are both New York State not-for profit corporations and charitable organizations under Section 501 (c) (3) of the Internal Revenue Code which serve elderly, disabled or disadvantaged persons in Western New York; and

**Whereas** the Settlers wish to create a pooled trust for the benefit of disabled persons over the age of 65 years in New York State;

**NOW, therefore it is agreed** that the Co-Trustees shall administer the trust property as more specifically set forth below:

I. **PURPOSES.** This trust is a pooled Supplemental Needs Trust (hereinafter "65PSNT") created pursuant to the federal and state laws to comply with paragraph (d)(4)(C) of 42 USC 1396p, section 7-1.12 of the New York State Estates, Powers and Trusts Law, section 366, subparagraph (2)(b)(2)(iii)(B), of the New York State Social Services Law, and the rules and regulations promulgated by the New York State Department of Health, which trust shall consist of separate sub-trust accounts, each created upon the execution of a separate Joinder Agreement between a disabled beneficiary over the age of 65 years, or the Guardian of such beneficiary, and the Co-Trustees, with funds belonging to the beneficiary, for the following reasons:

A. To provide for the collective management and distribution of the 65PSNT on behalf of beneficiaries who are disabled as defined in section 1614 (a) (3) of the Social Security Law (42 USC 1382c(a) (3)), for whom separate sub-trust accounts are established;

B. To use such sub-trust accounts to supplement, but not supplant, impair or diminish any benefits or assistance of any federal, state, county, city or other governmental entity for which a beneficiary may be eligible;

C. To assure that the beneficiary's sub-trust account is used to provide for the beneficiary primarily without regard to the interests of any remainder beneficiaries;

D. To make any expenditure which is deemed appropriate to or for the benefit of the beneficiary, even though other family members or friends of the beneficiary may benefit incidentally;

E. To retain, upon the death of each such beneficiary, all funds remaining in his or her sub-trust account and to place such funds in a sub-trust account into which the funds of all deceased beneficiaries are deposited (hereinafter the "after fund") and to administer such after fund solely for the benefit of any individuals who are disabled as that term is defined in section 1614 (a)(3) of the Social Security Law (42 USC 1382c(a) (3)) in accordance with the provisions of Article III of this Agreement.

II. **DISPOSITIVE PROVISIONS - Sub-Trust Accounts.** With respect to each sub-trust account to be created under this Agreement for any beneficiary, the Co-Trustees shall hold and administer each such sub-trust account as follows:

A. The Co-Trustees shall hold and invest the assets of the sub-trust account, collect the income, pay the necessary expenses of administering the sub-trust account, and may pay over or apply so much of the net income therefrom to or for the benefit of the beneficiary for whom such sub-trust account has been created, in such amounts as the Co-Trustees in their sole discretion shall determine. Any net income not so paid or applied shall be accumulated and added to the principal on an annual basis.

B. The Co-Trustees may pay over or apply so much or all of the principal of the sub-trust account to or for the benefit of the beneficiary in such amounts as the Co-Trustees in their sole discretion shall determine.

C. In exercising the discretion given to the Co-Trustees under this Agreement, the Co-Trustees shall take into consideration all other resources available to the beneficiary, including any benefits to which he or she may be entitled under or through any federal, state, county or municipal public assistance program. The Co-Trustees shall have no power or authority, discretionary or otherwise, to pay over or

apply any part of the net income or any part or all of the principal of any sub-trust account for costs or other expenses, including, without limitation, institutional care, which would otherwise be payable by or through any federal, state, county or municipal public assistance program. In exercising the discretion herein granted, the Co-Trustees are authorized to make such payments or applications of income or principal in such a way that the life of the beneficiary will be enriched and made more enjoyable, and so that he or she may receive more sophisticated medical or dental treatment or private rehabilitative training than might otherwise be available to him or her.

D. Notwithstanding the provisions of paragraph (C) above, the Co-Trustees may make distributions to meet the needs of the beneficiary for food, clothing, shelter or health care even if such distributions may result in an impairment or diminution of the receipt of or eligibility of the beneficiary for governmental benefits or assistance but only if the Co-Trustees determine that such a distribution is in the best interests of the beneficiary, provided, however, that if the mere existence of such authority shall result in the loss of governmental benefits or assistance for the beneficiary, regardless of whether such authority is exercised, such authority shall cease and be limited as provided in paragraphs (A) and (B) above.

E. The beneficiary for whom a sub-trust account shall have been set apart under this Agreement may not alienate, dispose of or in any manner encumber his or her benefits under this Agreement, and any purported alienation, disposition or encumbrance by or on behalf of the beneficiary shall be null and void. The interest of the beneficiary and the income under the sub-trust account created under this Agreement shall be free from the control or interference of any creditor of the beneficiary, and shall

not be subject to attachment or susceptible of anticipation or alienation.

F. The beneficiary shall have the power during his or her lifetime, at any time, acting in a non-fiduciary capacity, without the consent of any person, including the Co-Trustees, to acquire the assets of the sub-trust account by substituting property of an equivalent value. This power is not assignable, and any attempted assignment shall render the power void. This power shall also be void if the mere holding of this power by the beneficiary shall result in the loss of governmental benefits or assistance for the beneficiary, regardless of whether such power is exercised.

G. Upon the death of the beneficiary, the Co-Trustees shall retain the remaining principal of the sub-trust account, together with any undistributed or accumulated income, in the 65PSNT and add such funds to the after fund in accordance with Paragraph E of Article I above. To the extent that funds remaining in the beneficiary's subtrust account are not retained by the Co-Trustees, for whatever reason, the Co-Trustees shall pay to the State which has provided medical assistance to the beneficiary, as first payee, from such subtrust account such remaining funds to the extent of the total amount of medical assistance paid on behalf of the beneficiary under such State's Medicaid plan, and if, after such payment, there remains a balance in such subtrust account, the Co-Trustees shall pay the balance in such subtrust account as the beneficiary shall have designated in the Joinder Agreement or, in the event that such designation shall not have been made, to the estate of the beneficiary.

H. Upon making any payments of principal as authorized by this Article II, the Co-Trustees shall be fully released and discharged from all further liability or accountability for those payments.

III. **DISPOSITIVE PROVISIONS - After Fund.** With respect to the after fund to be created under this Agreement, the Co-Trustees shall hold and administer the after fund as follows:

A. The Co-Trustees shall hold and invest the assets of the after fund, collect the income, pay the necessary expenses of administering the after fund, and may pay over or apply so much of the net income and so much or all of the principal of the after fund to or for the benefit of any one or more disabled individuals, who shall apply for a distribution from the after fund or on whose behalf an application shall be made by someone else (hereinafter referred to separately as an "individual" and collectively as the "individuals"), as shall be determined by the Co-Trustees, in such amounts or shares as the Co-Trustees in their sole discretion shall determine. The Co-Trustees may benefit one or more individuals in any given year. Any net income not so paid or applied shall be accumulated and added to the principal on an annual basis.

B. In exercising the discretion given to the Co-Trustees under this Trust Agreement, the Co-Trustees shall take into consideration all other resources available to the individual, including any benefits to which such individual may be entitled under or through any federal, state, county or municipal public assistance program. The Co-Trustees shall have no power or authority, discretionary or otherwise, to pay over or apply any part of the net income or any part or all of the principal of the after fund for costs or other expenses, including, without limitation, institutional care, which would otherwise be payable by or through any federal, state, county or municipal public assistance program. In exercising the discretion herein granted, the Co-Trustees are authorized to make such payments or applications of income or principal in such a

way that the life of the individual will be enriched and made more enjoyable, and so that he or she may receive more sophisticated medical or dental treatment or private rehabilitative training than might otherwise be available to him or her.

C. Notwithstanding the provisions of paragraph (B) above, the Co-Trustees may make distributions to meet the needs of the individual for food, clothing, shelter or health care even if such distributions may result in an impairment or diminution of the receipt of or eligibility of such individual for governmental benefits or assistance but only if the Co-Trustees determine that such a distribution is in the best interests of such individual, provided, however, that if the mere existence of such authority shall result in the loss of governmental benefits or assistance for such individual, regardless of whether such authority is exercised, such authority with respect to such individual shall cease and be limited as provided in paragraph (A) above.

D. Upon making any payments of principal as authorized by this Article III, the Co-Trustees shall be fully released and discharged from all further liability or accountability for those payments.

IV. **POWERS OF THE CO-TRUSTEES.** In addition to the powers granted to fiduciaries generally by the laws of the State of New York, and not in limitation thereof, the Co-Trustees shall have the following specific power and authority, which may be exercised at any time as is deemed advisable in the discretion of the Co-Trustees:

A. To invest substantially all of the assets of the trust created under this Agreement in bank deposits, Certificates of Deposit, "money market" funds, United States Treasury obligations or highly rated tax exempt securities, as the Co-Trustees, in their sole discretion, shall deem in the best interests of the trust. If the Co-Trustees shall



make these investments, the Co-Trustees shall not be required to reimburse principal due to lack of growth of principal, or due to loss of the value of principal resulting from inflation.

B. To maintain one or more common funds for the investment of any and all sub-trust and after fund accounts, as the Co-Trustees, in their sole discretion, shall deem in the best interests of the trust and the sub-trust and after fund accounts.

C. To invest and reinvest any funds of the trust created hereby in any property, real or personal, of any kind or nature, including without limitation, insurance policies, stocks, whether common, preferred, or otherwise, bonds, secured or unsecured, obligations, mortgages, other securities, and interests in any of the foregoing, without being limited or restricted to investments prescribed or authorized for trustees by the laws of New York or any other state. The provisions of Section 11-2.3 of the New York State Estates, Powers and Trusts Law, or any successor statute, shall apply only to the corporate Trustee which is also a financial institution (hereinafter the "Trust Company").

D. The provisions of Sections 11-2.3(b)(5) and 11-2.4 of the New York State Estates, Powers and Trusts Law, or any successor statute, or any similar statute of any other state, shall not apply to the trust created under this Agreement.

E. To sell any property in the manner and upon the terms as the Co-Trustees may deem advisable.

F. To lease any property, under any terms as the Co-Trustees may deem advisable, irrespective of whether the term of any such lease shall exceed the period permitted by law or the probable period of this trust and to modify any such lease.

G. To make loans to anyone upon such terms as the Co-Trustees may deem advisable.

H. Subject to the provisions of Articles II and III above, if at any time during the continuance of a sub-trust or the after fund account created under this Agreement the Co-Trustees are the owners of any real property devised or donated to them, or purchased by them, which property is occupied by the beneficiary of such sub-trust account or a beneficiary of the after fund account, the Co-Trustees may use the income from the sub-trust or after fund account together with so much of the principal of the sub-trust or after fund account as may be necessary for the purpose of purchasing the property and of maintaining the property, including ordinary repairs and maintenance, insurance, real estate taxes, mortgage payments (both principal and interest), and undertaking capital improvements as the Co-Trustees in their sole discretion shall deem appropriate. Without limiting the foregoing, the Co-Trustees shall only maintain the real property so long as it is occupied by the beneficiary of such sub-trust account or a beneficiary of the after fund account who shall regularly reside in the real property or utilize the same seasonally.

I. To borrow money for any purpose in connection with the administration of the trust from anyone the Co-Trustees may choose (including the Co-Trustees), under any terms the Co-Trustees may deem advisable, and to pledge trust assets as security if necessary.

J. To renew any obligations of the trust upon such terms as the Co-Trustees may deem advisable.

K. To retain property which is either unproductive or underproductive for as long as the Co-Trustees may deem advisable, without the same being in any way chargeable with income or the proceeds of any sale of such property being in any part deemed income.

L. To employ attorneys, accountants, agents, custodians, clerks, investment counsel, and such other persons as the Co-Trustees may deem advisable in the administration of the trust created in this Agreement, and to make such payments as the Co-Trustees may deem advisable.

M. To engage any corporation, partnership or other entity affiliated with the Trust Company (hereinafter an "Affiliated Entity") to render services under this Agreement including, without limitation, the following:

1. To provide management or advisement with respect to the investments of the assets of the trust on a discretionary or non-discretionary basis; and

2. To serve as the broker or dealer for the purpose of executing 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 the assets of the trust, including the custody of the assets, and to pay for such services from the trust assets, without reduction of the commissions to which the Trust Company may be entitled to as a fiduciary under this Agreement.

N. 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 may receive compensation.

O. Nothing contained in this Agreement shall be construed as precluding the Co-Trustees from rendering services to or receiving compensation from any corporation, partnership or association in which the trust may at any time have an investment.

V. **TRUSTEES.**

A. **Management Board.** PEOPLE, INC. and LEGAL SERVICES FOR THE ELDERLY, DISABLED & DISADVANTAGED OF WESTERN NEW YORK, INC. (the "Agency Co-Trustees") shall appoint a management board (the "Management Board") to carry out the duties of each Agency as a Co-Trustee. Each Agency Co-Trustee shall appoint two individuals to serve on such Board. Any individual may resign upon thirty days notice to the Agency which appointed him or her and such Agency shall appoint a successor to that individual. The Agency Co-Trustees shall have the absolute power, from time to time, to remove any member of the Management Board, and in the place thereof to designate a successor, as the Agency Co-Trustees shall deem appropriate.

B. **Successor Trust Company.** The Management Board shall have the absolute power to change as Co-Trustee the then acting Trust Company, and in the place thereof to designate any other corporate entity which is authorized to conduct trust business in the State of New York, as the Management Board shall determine. This designation shall be in writing and shall be acknowledged before a Notary Public. This designation shall provide that the Trust Company then acting shall be removed and shall appoint a successor Trust Company in its place. The designation shall be delivered to the then acting Trust Company. Nothing herein contained shall be deemed to limit the commissions of the removed Trust Company as determined according to the provisions of this Agreement if

approved by a court of competent jurisdiction. The successor Trust Company shall succeed to all powers granted to the Co-Trustees herein as though originally appointed under this Agreement.

C. **Annual Commissions and Terminating Commissions.** Each Co-Trustee shall be entitled to an annual fee from each sub-trust account and a commission for paying out all sums of money constituting principal upon the termination of a sub-trust. The annual fee and terminating commission shall be calculated in accordance with the published fee schedule which may be adjusted from time to time by agreement of the Co-Trustees.

D. **Other Provisions Pertaining to Trustees.**

1. Any reference to rights, powers, or duties pertain as well to any Co-Trustee or successor Co-Trustee.
2. No Co-Trustee named in this Agreement or named pursuant to the power granted in this Agreement shall be required to furnish any bond or other security in any jurisdiction for the faithful performance of its duties as Co-Trustee.
3. The Co-Trustees shall maintain records for each sub-trust account in the name of, and showing the property contributed for, each beneficiary. An annual accounting shall be sent to each beneficiary, or to the person or entity determined by the Co-Trustees in the exercise of their sole discretion to be the legal representative of each beneficiary, showing additions to and disbursements from the funds held in such sub-trust account for that beneficiary during the preceding calendar

year. The Co-Trustees shall file the accounting with the appropriate court having jurisdiction over the beneficiary if required to do so.

4. No successor Co-Trustee shall be obligated to examine the accounts or actions of any previous Co-Trustee, nor shall any successor Co-Trustee be responsible for the actions or omissions of any previous Co-Trustee.

5. The Co-Trustees at any time may render an account as to each sub-trust of their acts to the beneficiary, or his or her legal representative, who shall have the full power to settle such account and to discharge the Co-Trustees from all liability for acts and omissions concerning all matters stated in such account. The settlement and discharge shall be binding upon all persons, even if then under legal disability or unborn, and shall have the same force and effect as a final decree of a court of competent jurisdiction in which all necessary and proper parties are present and represented. Nothing herein, however, shall preclude the Co-Trustees from having any such sub-trust account judicially settled, whenever they deem such a settlement advisable.

6. Except as otherwise provided herein, any action taken by the Co-Trustees shall require the unanimous consent of all of the Co-Trustees. Notwithstanding the foregoing, any one of the Co-Trustees so serving shall have the right to act alone in performing ministerial duties or powers in connection with the administration of this trust or any sub-trust account, including, but not limited to, signing tax returns, checks, notes, and other instruments or orders for the payment of money, and endorsing stock certificates and bonds. Any third party relying in good faith upon the

signature of any one of the Co-Trustees shall be relieved of any liability to the trust or its beneficiaries for so doing, and the signature of one Co-Trustee shall be sufficient to bind the trust.

7. The Co-Trustees and each of their agents and employees, as well as the heirs and legal and personal representatives of their agents and employees (hereinafter referred to separately as an "Indemnitee"), shall be and are hereby indemnified by the Trust and the Trust property against all claims, liabilities, fines, or penalties and against all costs and expenses, including attorneys' 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, action, suit or proceeding in which an Indemnitee may be involved by reason of being or having been a Co-Trustee or an agent or employee of a Co-Trustee, whether or not such an Indemnitee 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, no Indemnitee shall be so indemnified with respect to matters as to which such Indemnitee shall be finally determined to have been guilty of willful misconduct in the performance of any duty as such, by a court of competent jurisdiction. This right of indemnification shall not be exclusive of, or prejudicial to, other rights to which any such Indemnitee may be entitled as a matter of law or otherwise.

VI. AMENDMENT. The Agency Co-Trustees shall have the right and power to amend the provisions of this Agreement and any Joinder Agreement provided, however, that any such amendment shall not:

- A. alter the purpose or objective of the trust;

B. make gifts revocable that are otherwise irrevocable under this Agreement or the Joinder Agreement; or

C. adversely affect a prior executed Joinder Agreement.

VII. **GOVERNING LAW AND SITUS.** This Agreement has been executed and delivered in the State of New York and shall be construed and administered according to the laws of the State of New York. The situs of this trust for administrative and accounting purposes shall be in the County of Erie in the State of New York.

VIII. **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.

IX. **ACCEPTANCE OF AGREEMENT.** The Co-Trustees hereby declare that they accept the terms of this Trust Agreement and the 65PSNT created by it, and agree to carry out the provisions which pertain to them. The Settlor agree to assist in the execution of any and all documents necessary to effectuate the assignment of property set forth on Schedule A of this Agreement.



IN WITNESS WHEREOF, the undersigned hereby subscribe to this  
MASTER TRUST, consisting of fifteen (15) pages, including this page, on the date first  
above written.

**LEGAL SERVICES FOR THE ELDERLY,  
DISABLED AND DISADVANTAGED OF  
WESTERN NEW YORK, INC.,** as a Settlor and as  
a Co-Trustee

BY:   
KAREN L. NICOLSON, Executive Director

**PEOPLE INC.,** as a Settlor and as a Co-Trustee

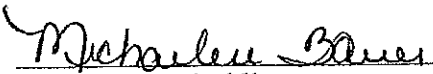
BY:   
RHONDA FREDERICK, Chief Operation Officer

**KEY BANK TRUST COMPANY,** as a Co-Trustee

BY: 

STATE OF NEW YORK     )  
COUNTY OF ERIE        )ss.:  
CITY OF BUFFALO        )

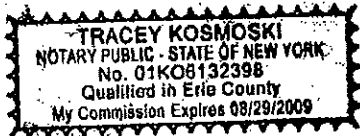
On the 24<sup>th</sup> day of July, 2009, before me, the  
undersigned, a Notary Public in and for said State, personally appeared KAREN L.  
NICOLSON, Executive Director of LEGAL SERVICES FOR THE ELDERLY,  
DISABLED AND DISADVANTAGED OF WESTERN NEW YORK, INC., personally  
known to me or proved to me on the basis of satisfactory evidence to be the individual  
whose name is subscribed to the foregoing instrument and acknowledged to me that she  
executed the same in her capacity as the Executive Director, and that by her signature on  
the instrument, the individual, or the person upon behalf of which the individual acted,  
executed the instrument.

  
Notary Public  
[Affix stamp or seal]

MICHAELENE BAUER  
Notary Public     York

STATE OF NEW YORK )  
COUNTY OF ERIE )ss.:  
CITY OF BUFFALO )

On the 30<sup>th</sup> day of JULY, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared RHONDA FREDERICK, the Chief Operation Officer of PEOPLE INC., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in her capacity as the Chief Operation Officer, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Tracey Kosmoski  
Notary Public  
[Affix stamp or seal]

STATE OF OHIO )  
COUNTY OF CUYAHOGA )ss.:  
CITY OF CLEVELAND )

On the 5<sup>th</sup> day of AUGUST, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared SANDRA L. KUBIT, a Vice-President of KEY BANK TRUST COMPANY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in his/her capacity as a Vice-President, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Laurie M. Humbert  
Notary Public  
[Affix stamp or seal]

Laurie M. Humbert  
Notary Public, State of Ohio  
My Commission Expires 3/17/11

SCHEDULE A

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744498.word

**FIRST AMENDMENT**  
**TO**  
**WESTERN NEW YORK COALITION TRUST AGREEMENT TWO**  
**(A Trust for Persons Over Age 65)**

On the 24th day of July, 2009, PEOPLE INC., with principal offices at 1219 North Forest Road in the Town of Amherst, County of Erie, State of New York, and LEGAL SERVICES FOR THE ELDERLY, DISABLED & DISADVANTAGED OF WESTERN NEW YORK, INC., with principal offices at 295 Main Street, Suite 821 in the City of Buffalo, County of Erie, State of New York, as Settlers; and KEY TRUST COMPANY, with offices at 10 Fountain Plaza in the City of Buffalo, State of New York, as Co-Trustees, entered into the Western New York Coalition Trust Agreement Trust ( A trust for Persons over Age 65).

Now, pursuant to the authority set forth in the Master Trust Agreement the Co-Trustees do hereby amend said Agreement, retroactive to the 31<sup>st</sup> day of December, 2003:

1. Legal Services for the Elderly, Disabled or Disadvantaged of Western New York, Inc. changed its name to the Center for Elder Law & Justice and we hereby substitute the name Center for Elder Law & Justice for Legal Services for the Elderly, Disabled or Disadvantaged of Western New York in all places;
2. The address of the Center for Elder Law & Justice (formerly Legal Services for the Elderly, Disabled or Disadvantaged of Western New York) is hereby changed from 295 Main Street, Suite 821 in the City of Buffalo, County of Erie, State of New York, to 438 Main Street, Suite 1200, Buffalo New York 14202;
3. The following notarized signatures, by all three trustees (Center for Elder Law & Justice, People, Inc. and Key Bank National Association) apply to the original Trust Agreement.

FIRST AMENDMENT WESTERN NEW YORK  
COALITION POOLED TRUST AGREEMENT TWO

In all other respects, the undersigned hereby affirm the provisions of the Western New York Coalition Trust Agreement Two (A trust for Persons Over the Age of 65) , entered on the 24th day of July, 2009.

In Witness Whereof, the fourth Amendment to the Western New York Coalition Pooled Medicaid Payback Trust has been duly executed this 10 day of July, 2017.

Center for Elder Law & Justice, as a Settlor as a Co-Trustee

BY:   
KAREN L. NICOLSON, Executive Director

PEOPLE INC., as a Settlor and as a Co-Trustee

BY:   
RHONDA FREDERICK, Chief Operations Officer

KEY BANK National Association, as Settlor and Co-Trustee

BY:   
Sandy Kubit, Key Trust Company/ aka Key Bank

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT

State of New York )

County of Erie )

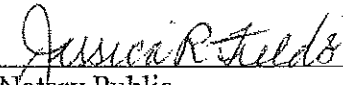
ss:

On the 10 day of July, 2017, before me, the undersigned personally appeared Rhonda Frederick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she

FIRST AMENDMENT WESTERN NEW YORK  
COALITION POOLED TRUST AGREEMENT TWO

executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

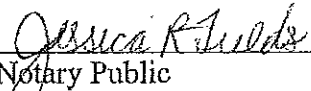
JESSICA R. FIELDS  
Notary Public, State of New York  
Qualified in Erie County  
Reg. No. 02FI6287577  
My Commission Expires 8-12-2017

  
\_\_\_\_\_  
Notary Public

Affix Stamp here:

State of New York )  
County of Erie )  
ss:

On the 10 day of July, 2017 before me, the undersigned personally appeared Karen Nicolson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

Affix Stamp here:

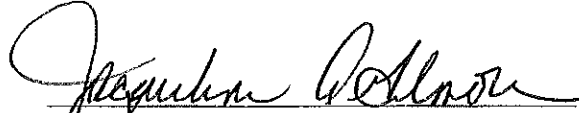
JESSICA R. FIELDS  
Notary Public, State of New York  
Qualified in Erie County  
Reg. No. 02FI6287577  
My Commission Expires 8-12-2017

State of Ohio )  
County of Cuyhoga )

ss.:

On the 11th day of July, 2017 before me, the undersigned personally appeared Sandra Kubit, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

FIRST AMENDMENT WESTERN NEW YORK  
COALITION POOLED TRUST AGREEMENT TWO

  
\_\_\_\_\_  
Notary Public

Affix Stamp here:



JACQUELINE A. GILMORE  
Notary Public, State of Ohio  
My Commission Expires Sept. 29, 2017