

Trust  
self-settled  
Independence Trust

**THE WESTERN NEW YORK COALITION  
POOLED MEDICAID PAYBACK TRUST AGREEMENT**

THIS TRUST made the 31 day of December, 2003 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, 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 charitable remainder pooled trust for the benefit of disabled persons 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 "PSNT") created pursuant to the federal and state laws to comply with paragraph (d)(4) 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, 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 PSNT 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 or shares 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 or shares 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. If the Co-Trustees have reasonable cause to believe that the sub-trust account income or principal is or may become liable for basic maintenance, support, medical,

dental and therapeutic care, or any other appropriate care or service for any beneficiary that has been or would otherwise be provided by local, state or federal government or any agency or department thereof, the Co-Trustees may terminate the sub-trust account as to the affected beneficiary as though he or she had died, and the Co-Trustees shall distribute the sub-trust account property according to the provisions of Paragraph H below as if the beneficiary had died.

H. 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 PSNT and add such funds to the after fund in accordance with Paragraph E of Article I above.

I. Upon making any payments of principal as authorized by this Agreement, 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 a disabled individual, who applies for a distribution from the after fund or on whose behalf an application is made by someone else, as shall be determined by the Co-Trustees, in such amounts or shares 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. 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 a disabled individual, including any benefits to which such an 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 a disabled 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 a disabled 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 paragraphs (A) and (B) above.

D. Upon making any payments of principal as authorized by this Agreement, 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 any funds of the trust in any property of any kind or nature, without being limited or restricted to investments prescribed or authorized for Co-Trustees by the laws of New York or any other state.
- D. The provisions of Articles 11-A, 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. 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 corporate Co-Trustee (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 corporate Co-Trustee 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.

B. Successor Corporate Co-Trustee. The Management Board shall have the absolute power to change as Co-Trustee the then acting corporate Co-Trustee, and in the place thereof to designate any other corporate Co-Trustee whose principal office is located 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 corporate Co-Trustee then acting shall be removed and shall appoint a successor corporate Co-Trustee in its place. The designation shall be delivered to the then acting corporate Co-Trustee. Nothing herein contained shall be deemed to limit the commissions of the removed corporate Co-Trustee as determined according to the provisions under this Agreement if approved by a court of competent jurisdiction. The successor corporate Co-Trustee 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 of their acts to the beneficiary, or his or her legal representative, who shall have the full power to settle the account and to discharge the Co-Trustees from all liability for acts and omissions concerning all matters stated in the 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 their accounts 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 their agents' and employees' heirs and legal and personal representatives, 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 he, she, or it 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 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, said persons and entities, or their heirs or legal representatives shall not be so 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 as such, by a court of competent jurisdiction. This right of indemnification shall not be exclusive of, or prejudicial to, other rights to which any such person or entity may be entitled as a matter of law or otherwise.

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 PSNT created by it, and agree to carry out the provisions which pertain to them. The Settlers 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 fourteen (14) pages, including this page, on the date first above written.

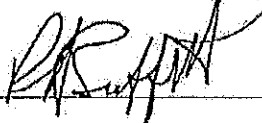
LEGAL SERVICES FOR THE ELDERLY,  
DISABLED AND DISADVANTAGED OF  
WESTERN NEW YORK, INC., as a Settlor and as  
a Co-Trustee

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.:

On the 25th day of February in the year 2004, before me, the undersigned, came Rhonda Frederick, personally known to me, who, being by me duly sworn, did depose and say that she resides at 20 Fairchild in the Town of Amherst; and that she is the Chief Operating Officer of People, Inc., the corporation described in and which executed the above instrument, and that she signed her name thereto by authority of the board of directors of said corporation.

  
Signature and Office of Individual taking Acknowledgement  
(affix stamp)

BRUCE D. REINOSO  
No. 02RE5041378  
Notary Public, State Of New York  
Qualified In Erie County 4/3/07  
Commission Expires \_\_\_\_\_

State of New York )

County of Erie ) ss.:

On the 25th day of February in the year 2004, before me, the undersigned, came Karen L. Nicolson, personally known to me, who, being by me duly sworn, did depose and say that she resides at 15 Babcock Avenue in the Town of Silver Creek; and that she is the Executive Director of Legal Services for the Elderly, Disabled Or Disadvantaged of Western New York, Incorporated, the corporation described in and which executed the above instrument, and that she signed her name thereto by authority of the board of directors of said corporation.

Bruce D. Reinoso  
Signature and Office of Individual taking Acknowledgement  
(affix stamp)

BRUCE D. REINOSO  
No. 02RE5041378  
Notary Public, State Of New York  
Qualified In Erie County 4/3/7  
Commission Expires

State of Ohio )  
County of Cuyahoga ss.:

On the \_\_\_ day of \_\_\_\_\_ in the year 2004, before me, the undersigned, came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_ of \_\_\_\_\_; and that he/she is the \_\_\_\_\_ (Title) of Key Bank Trust Company, the corporation described in and which executed the above instrument, and that he/she signed her/her name thereto by authority of the board of directors of said corporation.

Richard A. Buff  
Signature and Office of Individual taking Acknowledgement  
(affix stamp)

Kelly D. Rogers  
KELLY D. ROGERS, Notary Public  
State of Cuyahoga County  
My commission expires August 31, 2004

FIRST AMENDMENT TO THE WESTERN NEW YORK COALITION  
POOLED MEDICAID PAYBACK TRUST

This document is the First Amendment to the WESTERN NEW YORK COALITION POOLED MEDICAID PAYBACK TRUST (hereinafter the "Trust"). The effective date of this First Amendment is the 31<sup>st</sup> day of December, 2003.

WHEREAS, the Social Security Administration has promulgated an administrative policy requiring a pooled trust agreement to expressly state that assets in a beneficiary's account not remaining in the trust after the beneficiary's death must be paid first to the State in an amount equal to the total amount of medical assistance paid on behalf of the beneficiary under the State Medicaid Plan; and

WHEREAS, the Trustees are expressly authorized by the Trust Agreement to amend the Trust Agreement subject to the limitations set forth in Article VII of the Trust Agreement.

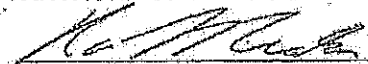
NOW, therefore, pursuant to the authority set forth in Article VI of the Trust Agreement:

Article II, Paragraph H is hereby amended by adding the following sentence to the end of said paragraph:

"To the extent that amounts remaining in the Beneficiary's subtrust account upon the death of the Beneficiary are not retained by the trust, the Trustees shall pay to the State from such amounts not retained by the Trust as first payee an amount equal to the total amount of medical assistance paid on behalf of the Beneficiary under the State Medicaid plan."

IN WITNESS WHEREOF, the First Amendment to the WESTERN NEW YORK COALITION POOLED MEDICAID PAYBACK TRUST has been duly executed on the 30<sup>th</sup> day of June, 2005, and is retroactively effective to the 31<sup>st</sup> day of December, 2003.

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

By:   
Karen Nicolson, Executive Director

Date: 6/30/05

PEOPLE, INC.

By:   
Rhonda Frederick, Chief Operation Officer

Date: 7/8/05

KEY BANK

By:   
Richard Buffet, Vice President

Date: 7/12/05



State of New York )  
County of Erie ) ss.:

On the 24th day of JUNE in the year 2005 before me, the undersigned, a notary public in and for said state, 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 he executed the same in his capacity as Grantor and Trustee, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

WILLIAM W. BERRY  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY, REG. #4693629  
MY COMMISSION EXPIRES MARCH 30, 2007

William W. Berry  
Notary Public

State of New York )  
County of ERIE ) ss.:

On the 7 day of June in the year 2005 before me, the undersigned, a notary public in and for said state, personally appeared Rhonda Friedrich, 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 his capacity as Grantor and Trustee, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

John H. HARRIENGER  
Notary Public, State of New York  
No. 4971501  
Qualified in Erie County 2006  
Commission Expires September 4, 19

State of Ohio )  
County of Cuyhoga ) ss.:

On the 14th day of JULY in the year 2005 before me, the undersigned, came RICHARD BUFFETT, to me known, who being by me duly sworn, did depose and say that he/she resides in CLEVELAND of OHIO; and that he/she is the SENIOR VICE PRES. (Title) of Key Bank Trust Company, the corporation described in and which executed the above instrument, and he/she signed his/her name thereto by authority of the board of directors of said corporation.

Signature and Office of Individual taking Acknowledgement  
(affix stamp)

Sherry L. Bartolotta  
Notary Public

#32 KN Pooled Trust First Amendment

SHERRY L. BARTOLOTTA  
Notary Public, State of Ohio  
My Commission Expires Feb. 21, 2009

**SECOND AMENDMENT  
TO  
THE WESTERN NEW YORK COALITION  
POOLED MEDICAID PAYBACK TRUST AGREEMENT**

On the 31<sup>st</sup> day of December, 2003, 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, State of New York, as Co-Trustees, entered into the WESTERN NEW YORK COALITION POOLED MEDICAID PAYBACK TRUST AGREEMENT;

Thereafter, on the 12<sup>th</sup> day of July, 2005, a First Amendment to said Agreement was executed.

WHEREAS, the Social Security Administration has opined that Paragraph G of Article II compromises the "sole benefit" provision of section 1917(d)(4)(C) of the Social Security Act and POMS SI 01120.201F; and

WHEREAS, Article VI of said Agreement gives the Agency Co-Trustees the right and power to amend the provisions of said 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; and

WHEREAS, a determination has been made by the Agency Co-Trustees that the within Second Amendment does not alter the purpose or objective of the trust or make gifts revocable that are otherwise irrevocable under this Agreement or the Joinder Agreement or adversely affect a prior executed Joinder Agreement;

NOW, therefore, pursuant to the authority set forth in Article VI of said Agreement, the Agency Co-Trustees do hereby amend said Agreement by revoking the following Paragraph G of Article II:

II. G. If the Co-Trustees have reasonable cause to believe that the sub-trust account income or principal is or may become liable for basic maintenance, support, medical, dental and therapeutic care, or any other appropriate care or service for any beneficiary that has been or would otherwise be provided by local, state or federal government or any agency or department thereof, the Co-Trustees may terminate the sub-trust account as to the affected beneficiary as though he or she had died, and the Co-Trustees shall distribute the sub-trust account property according to the provisions of Paragraph H below as if the beneficiary had died.

In all other respects the Agency Co-Trustees affirm the provisions of the  
WESTERN NEW YORK COALITION POOLED MEDICAID PAYBACK TRUST  
AGREEMENT into which they entered on the 31<sup>st</sup> day of December, 2003.

IN WITNESS WHEREOF, the undersigned hereby subscribe to this Second  
Amendment to the WESTERN NEW YORK COALITION POOLED MEDICAID  
PAYBACK TRUST AGREEMENT on this 18<sup>th</sup> day of April, 2007.

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

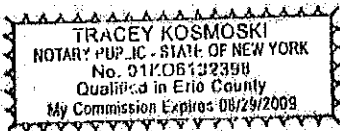
BY:

  
RHONDA FREDERICK, Chief Operation  
Officer

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT

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

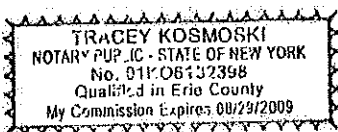
On this 18<sup>th</sup> day of April, 2007, before me, the undersigned, personally appeared Rhonda Frederick, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her their signature on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.



Tracey Kosmoski  
Notary public

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

On this 18<sup>th</sup> day of April, 2007, before me, the undersigned, personally appeared Karen Nicolson, personally know 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.



Tracey Kosmoski  
Notary public

**SECOND AMENDMENT TO THE  
WESTERN NEW YORK COALITION  
POOLED MEDICAID PAYBACK TRUST**

This document is the Second Amendment to the WESTERN NEW YORK COALITION POOLED MEDICAID PAYBACK TRUST (hereinafter the "Trust"). The effective date of this Second Amendment is the 31st day of December, 2003.

WHEREAS the Social Security Administration has promulgated an administrative policy requiring a pooled trust agreement to expressly state that assets in a beneficiary's account not remaining in the trust after the beneficiary's death must be paid first to the states in an amount equal to the total amount of medical assistance paid on behalf of the beneficiary under the States' Medicaid plan; and

WHEREAS the Trustees are expressly authorized by the Trust agreement to amend the trust agreement subject to the limitations set forth in Article VII of the Trust agreement;


NOW THEREFORE, pursuant to the authority set forth in Article VI of the Trust agreement:

Article II, Paragraph H is hereby amended by revising the last sentence of said paragraph to read:

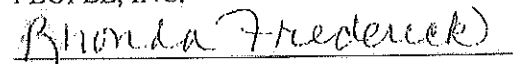
"To the extent that amounts remaining in the Beneficiary's sub-trust account upon the death of the Beneficiary are not retained by the trust, the Trustees shall pay to the States from such amounts not retained by the Trust as first payee an amount equal to the total amount of medical assistance paid on behalf of the Beneficiary under the States' Medicaid plan."

IN WITNESS WHEREOF, this First Amendment to the WESTERN NEW YORK COALITION POOLED MEDICAID PAYBACK TRUST has been duly executed on this 07<sup>th</sup> day of May, 2014, and is retroactively effective to the 31st day of December, 2003.

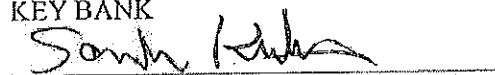
LEGAL SERVICES FOR THE ELDERLY

  
by: Karen Nicolson, Executive Director

PEOPLE, INC.

  
by: Rhonda Frederick, COO

KEY BANK

  
by: Sandra Kubit, VP

State of New York ) SS:  
County of Erie )

On the 27 day of May in the year 2014 before me, the undersigned, a notary public in and for said state, personally appeared Robert 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 he executed the same in his capacity as Grantor and Trustee, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

TRACEY KOSMOSKI  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01KO6132398  
Qualified in Erie County  
My Commission Expires August 29, 2017

Tracey Kosmoski  
Notary Public

State of New York ) SS:  
County of Erie )

On the 12 day of May in the year 2014 before me, the undersigned, a notary public in and for said state, 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 he executed the same in his capacity as Grantor and Trustee, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

BRUCE D. REINOSO  
No. 02HE5041978  
Notary Public, State Of New York  
Qualified In Erie County 4/3/15  
Commission Expires \_\_\_\_\_

Bruce Reinoso  
Notary Public

State of New York ) SS:  
County of Erie )

On the 12 day of May in the year 2014 before me, the undersigned, a notary public in and for said state, 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 his capacity as Grantor and Trustee, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

BRUCE D. REINOSO  
No. 02HE5041978  
Notary Public, State Of New York  
Qualified In Erie County 4/3/15  
Commission Expires \_\_\_\_\_

Bruce Reinoso  
Notary Public

**Fourth AMENDMENT  
TO  
THE WESTERN NEW YORK COALITION  
POOLED MEDICAID PAYBACK TRUST AGREEMENT**

On the 31<sup>st</sup> day of December, 2003, 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 POOLED MEDICAID PAYBACK TRUST AGREEMENT;

Thereafter, on 30th date of June, 2005, a First Amendment to said Agreement was executed.

Thereafter, on the 18<sup>th</sup> day of April, 2007, a second amendment was executed;

Thereafter, on the 12<sup>th</sup> day of May 2014, another second amendment was executed;

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



FOURTH AMENDMENT TO THE WESTERN NEW YORK  
COALITION POOLED MEDICAID PAYBACK TRUST

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 and the prior three amendments dated the 30<sup>th</sup> day of June, 2005 the 18<sup>th</sup> day of April, 2007, and the 12<sup>th</sup> day of May, 2014 , all of which were signed and implemented by the respective trustees at the time and hereby ratified and confirmed;
4. The second amendment, dated 12<sup>th</sup> day of May 2014, is hereby renamed the "Third Amendment".

In all other respects, the undersigned hereby affirm the provisions of the WESTERN NEW YORK COALITION POOLED MEDICAID PAYBACK TRUST AGREEMENT, entered on the 31<sup>st</sup> day of December, 2003 and all subsequent amendments.

In Witness Whereof, the fourth Amendment to the Western New York Coalition Pooled Medicaid Payback Trust has been duly executed this 12<sup>th</sup> day of June, 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, President & CEO

KEY BANK National Association, as Settlor and Co-Trustee

BY: 

Sandy Kubit, Trust Officer, Planned Giving Manager

FOURTH AMENDMENT TO THE WESTERN NEW YORK  
COALITION POOLED MEDICAID PAYBACK TRUST

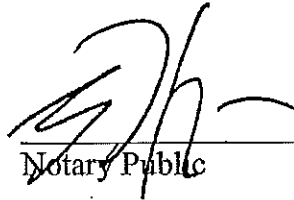
UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT

State of New York )

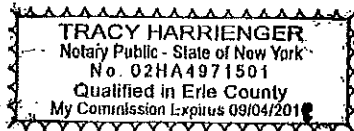
County of Erie )

ss:

On the 12 day of June, 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 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:

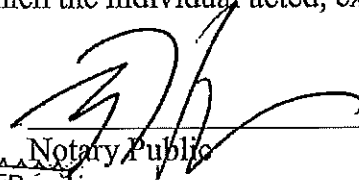


State of New York )

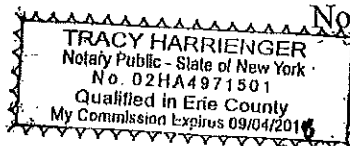
County of Erie )

ss:

On the 12 day of June, 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:



FOURTH AMENDMENT TO THE WESTERN NEW YORK  
COALITION POOLED MEDICAID PAYBACK TRUST

Notary Public


Affix Stamp here:

State of Ohio )

County of Cuyhoga )

ss.:

On the 13 day of June, 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.

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

Affix Stamp here:



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