

**FIRST AMENDMENT TO
THE SECOND RESTATEMENT OF
THE ILLINOIS DISABILITY POOLED TRUST**

TO: ILLINOIS DISABILITY ASSOCIATION ("IDA"), as the Co-Trustee, and CIBC BANK USA, as the Corporate Co-Trustee, in each case, of the ILLINOIS DISABILITY POOLED TRUST, dated July 17, 1998, as last restated in its entirety on November 6, 2012 (the "Trust").

Pursuant to the rights reserved to IDA under Section 8.2 and Article X of the Trust, IDA hereby amends the Trust in the following respects:

FIRST: Section 2.2 of the Trust is deleted in its entirety and the following new Section 2.2 is substituted therefor:

2.2. "Grantor" shall mean a parent, grandparent, or Guardian of a Beneficiary, the Beneficiary himself or herself, or any court (a) that establishes a Sub-Account within the Trust for the benefit of a Beneficiary, or (b) that contributes his, her, or its own assets to an existing Sub-Account of the Trust for the benefit of a Beneficiary, whether such contribution is by gift, will, Beneficiary designation, contract, or agreement.

SECOND: Section 8.8 of the Trust is deleted in its entirety and the following new Section 8.8 is substituted therefor:

8.8. Trust's Defense Costs and Expenses. Costs and expenses of defending the Trust from any claim, demand, legal or equitable action, suit, or proceeding shall be charged only against the Trust Sub-Accounts of the affected Beneficiaries.

THIRD: Section 11.1(B) of the Trust is deleted in its entirety and the following new Section 11.1(B) is substituted therefor:

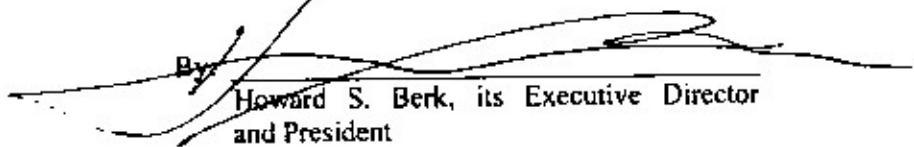
(B) Only with respect to a special needs trust that is not governed under 42 U.S.C. Section 1396p(d)(4)(c) and is not required to reimburse the State of Illinois and/or any other state(s) with all amounts remaining in the Trust Sub-Account at the time of termination up to an amount equal to the total amount of medical assistance paid on behalf of the individual under the State of Illinois' Medicaid plan and/or the Medicaid plan(s) of any other state(s) on a prorated basis, such as a third party settled special needs trust, continue to administer the Trust Sub-Account under separate

arrangement with the affected Beneficiary or his or her Primary Representative.

FOURTH: IDA confirms and readopts the remaining provisions of the Trust, reserving to itself the right to amend further the Trust and this first amendment thereto.

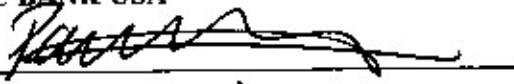
As settlor and co-trustee, IDA now signs and files a copy of this amendment with the trust records on November 5, 2019.

THE ILLINOIS DISABILITY ASSOCIATION

By: 
Howard S. Berk, its Executive Director
and President

IN WITNESS WHEREOF, the undersigned, as the corporate co-trustee, hereby accepts, consents to, and acknowledges receipt of this amendment as of the day and year first written above.

CIBC BANK USA

By: 
Name: Paula A. Hoste
Its: Managing Director

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, a notary public in and for said County and State, hereby certify that HOWARD S. BERK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed that instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on November 5, 2019.

Will R. Johnson
Notary Public

This instrument was prepared by:

William R. Franzen
Kristen Hosack Pace
Schiff Hardin LLP
233 S. Wacker Drive
Suite 7100
Chicago, Illinois 60606
(312) 258-5500



CH212661624.2

**FIRST AMENDMENT TO SECOND RESTatement OF
THE ILLINOIS DISABILITY POOLED TRUST**

**THE SECOND RESTATEMENT OF
THE ILLINOIS DISABILITY POOLED TRUST**

THIS SECOND RESTATEMENT OF THE ILLINOIS DISABILITY MASTER POOLED TRUST AGREEMENT is made as of this 6th day of November, 2012, by the ILLINOIS DISABILITY ASSOCIATION, of Chicago, Illinois, as Settlor and Co-Trustee of the ILLINOIS DISABILITY POOLED TRUST, dated July 17, 1998, as first restated in its entirety on March 31, 2011 (the "Trust" or the "Agreement"), pursuant to 42 U.S.C. Section 1396p(d)(4)(C), 89 Ill. Admin. Code Section 120.347 and 760 ILCS 5/15.1.

PREAMBLE

WHEREAS, the Omnibus Budget Reconciliation Act of 1993 (OBRA 93') provided that trusts established and managed by non-profit corporations and meeting certain other requirements may be established to pool funds for the benefit of persons with disabilities; and

WHEREAS, The Illinois Disability Association, as of July 17, 1998, established this pooled trust (*i.e.*, "Trust") for the convenience of individual Grantors who qualify and who wish to establish a Sub-Account within the Trust; and

WHEREAS, a Grantor may designate a Beneficiary of the Trust by executing a Joinder Agreement that is approved by the Illinois Disability Association and that incorporates this Agreement by reference; and

WHEREAS, the ILLINOIS DISABILITY ASSOCIATION and THE PRIVATEBANK AND TRUST COMPANY, of Chicago, Illinois (the "Corporate Co-Trustee"), are currently acting as Co-Trustees of the Trust (collectively referred to as the "Trustee");

WHEREAS, the Trustee agrees to hold, administer, and distribute the income and principal of the Trust in accordance with the terms and provisions of this Agreement.

WHEREAS, pursuant to Article X of the Agreement, the Trustee may at any time, or from time to time, amend any administrative provisions of the Trust to reflect any change or clarification so as to implement the purposes of the Trust, by any instrument in writing signed and acknowledged by the Trustee, and may at any time, or from time to time, amend and/or reform the Trust so that the Trust conforms with any regulations that are approved by any government body or agency relating to 42 U.S.C. Section 1396p or related statutes, including any state statutes that are consistent with the provisions and purposes of the Revenue Reconciliation Act of 1993 and amendments thereto; provided, however, that any such amendment shall not alter the purpose or objective of the Trust or change the duties of the Trustee;

WHEREAS, pursuant to Article VIII, Section 8.12 of the Trust and as required by the Social Security Administration, notwithstanding any other provisions of the Trust, the ILLINOIS

DISABILITY ASSOCIATION alone, as Co-Trustee, shall be vested with the ultimate managerial control over the Trust, such that any action, exercise of powers granted under the Trust and decisions by the Corporate Co-Trustee shall be subject to the control of the ILLINOIS DISABILITY ASSOCIATION; and

WHEREAS, the ILLINOIS DISABILITY ASSOCIATION, as Co-Trustee of the Trust, now desires to further amend certain administrative provisions of the Trust.

NOW, THEREFORE, pursuant to Article X of the Trust, the ILLINOIS DISABILITY ASSOCIATION, as Co-Trustee of the Trust, hereby amends certain administrative provisions of the Trust (except for the introductory language thereto and Appendix thereto) and believes that the amendments will be better understood if the entire remaining Trust is restated as follows:

ARTICLE I

NAME OF TRUST

1.1. Name of Trust. The name of this Trust shall be the Illinois Disability Pooled Trust.

1.2. Other Terms Used. "Trust" shall mean the trust established by this Pooled Trust Agreement. The "Illinois Disability Association" shall mean the Illinois Disability Association, an Illinois not-for-profit corporation.

ARTICLE II

DEFINITIONS

2.1. "Beneficiary" shall mean a person with disabilities for whom a sub-account is established within the Trust. Disability is defined in §1614(a)(3) of the Social Security Act (42 U.S.C. §1382c(a)(3)).

2.2. "Grantor" shall mean a parent, grandparent, or Guardian of a Beneficiary, the Beneficiary himself or herself, any court, or any other person or entity (a) that establishes a Sub-Account within the Trust for the benefit of a Beneficiary, or (b) that contributes his, her, or its own assets to an existing Sub-Account of the Trust for the benefit of a Beneficiary, whether such contribution is by gift, will, Beneficiary designation, contract, or agreement.

2.3. "Guardian" shall mean a legal guardian, conservator, agent acting under a durable power of attorney, trustee, representative payee, custodian under the Uniform Gift or Transfers to Minors Act of any state, or other legal representative or fiduciary of a Beneficiary.

2.4. "Primary Representative" shall mean the person named in the Joinder Agreement with whom the Trustee is authorized to communicate regarding the Beneficiary's interests.

2.5. "Sub-Account" shall mean the financial account within the Trust maintained for the benefit of an individual Beneficiary and shall be equal to the initial value of the assets contributed on the Beneficiary's behalf by the Grantor less disbursements made on behalf of the Beneficiary, increased by the Sub-Account's proportionate share of trust earnings and appreciation, less the Sub-Account's allocable share of taxes, expenses, depreciation, and fees as set forth in the Joinder Agreement.

2.6. "Joinder Agreement" shall mean the Agreement attached to this Master Pooled Trust Agreement as Appendix 2, which provides information about the Beneficiary, the Grantor, the Guardian or conservator (if any), Power of Attorney (if any), and the Primary Representative of the Beneficiary, as well as information about the composition of the Sub-Account, distributions from the Beneficiary's Sub-Account and annual costs associated with the Trust, and which sets forth other issues regarding the relationships between the Trustee, Beneficiary and Grantors.

2.7. "Trustee" shall mean the Illinois Disability Association, an Illinois not-for-profit corporation, and The PrivateBank and Trust Company, or their respective successors.

2.8. "Assets" of the Trust shall include both corpus and income of the Trust.

2.9. "Net Income" shall mean the profits and income generated from pooled investments and non-pooled assets less losses and expenses generally attributable to administration of the Trust and respective Sub-Account.

2.10. "Trust's Remainder Share" shall mean those portions of a Sub-Account that are retained by the trust at termination, as allowed by federal and state law, pursuant to the respective Joinder Agreement.

2.11. "State Reimbursement Claim" shall mean the State's or States' share of the remaining trust corpus upon the termination of the trust pursuant to the relevant federal and state laws.

2.12. "Final Remainder Beneficiary" shall mean that party or those parties who are named by the Grantor to receive the remaining trust corpus upon termination of the trust and after payment to all other appropriate parties as designated in the trust document.

ARTICLE III

ESTABLISHMENT OF SUPPLEMENTAL NEEDS TRUST

3.1. Settlor's Intent. It is the intention of the Illinois Disability Association, as Settlor of this Trust, to establish a supplemental fund pursuant to 42 U.S.C. §1396p, amended August 10, 1993, by OBRA '93, for the benefit of Beneficiaries under this Trust. Public and private assistance benefits should not be made unavailable to any Beneficiary or be terminated because of the existence of this Trust. Assets of this Trust cannot be used to satisfy claims of any Beneficiary's creditors. Assets held in this Trust are not for a Beneficiary's support. The assets in this Trust are to be used only for supplemental needs and the supplemental care of a Beneficiary. There is no obligation of support owing to a Beneficiary neither by the Settlor nor by the Trustee. Each Beneficiary has no entitlement to the income or corpus of this Trust and Trust assets that have not been disbursed are not available to a Beneficiary. Income or corpus of the Trust shall be available to a Beneficiary only when the Trustee in its complete and absolute discretion elects to disburse such funds. Any determination made by the Trustee in good faith as to the manner in which or the extent to which the powers granted by this Trust shall be exercised shall be binding and conclusive upon all persons who might then or thereafter have or claim any interest in the Trust assets.

3.2. Purpose and Objective of Trust. 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 U.S.C. 1382c(a)(3). Individual trust accounts shall be maintained for each Beneficiary, but for purposes of investment and management of trust funds, the Trustee shall pool these accounts and manage them collectively. The principal purpose and objective of this Trust is to provide a system for the management, investment, and distribution of Trust assets to promote a Beneficiary's comfort and happiness by providing each Beneficiary with supplemental care. It is not the purpose nor objective of this Trust to provide for or to make expenditures for a Beneficiary's basic maintenance, support, medical, dental or therapeutic care, or any other appropriate care or service that may be paid for or provided by other sources. It is neither the Trust's purpose nor objective to provide distributions for the support of a Beneficiary.

In furtherance of advancing a Beneficiary's comfort and happiness, the Trustee shall address the Beneficiary's special needs, supplemental needs and supplemental care. Distributions for "special needs" or "supplemental needs" or "supplemental care" shall mean non-support distributions. It is not the intention of the Illinois Disability Association as Settlor nor of the Grantors to displace public or private financial assistance that may otherwise be available to a Beneficiary. It is the intention of the Illinois Disability Association as the Settlor and of the Grantor to limit the Trustee's distributions to those for a Beneficiary's supplemental care only.

3.3. Discretionary Trust. The Trustee shall make distributions within its sole discretion.

ARTICLE IV

DISTRIBUTIONS

4.1. **Distributions.** Only the Illinois Disability Association, as Trustee, in its sole discretion, may make any payments or distributions under the Trust (a) directly to a Beneficiary, (b) in any form allowed by law, (c) to any person deemed suitable by Trustee, or (d) by direct payment of a Beneficiary's expenses. For purposes of this Article, Trustee shall refer only to the Illinois Disability Association. To secure distributions, the Beneficiary or her or his representative is obliged to provide sufficient documentation for each distribution request as determined by the Trustee to secure distribution.

A. Discretionary Authority

Except as otherwise provided herein, no income or principal of a Sub-Account shall be paid or expended for the benefit of a Beneficiary so long as there are sufficient monies available to the Beneficiary for his or her care, medical care, support, comfort, welfare, education and training from federal, state and local governments, agencies and departments. The Trustee, in exercising or declining to exercise this discretionary power, shall consider any and all resources of any kind, including government benefits and entitlements, owned by or available to each Beneficiary. Any net income not so paid shall be added to the Sub-Account of the Beneficiary at the end of each fiscal year of the Trust.

It is the intent under this Trust Agreement that the Trustee in the administration of the Trust shall not exercise any discretionary powers herein granted to it in any manner which would disqualify a Beneficiary from qualifying for federal, state or local government benefits or programs which a Beneficiary may be entitled to receive on account of his or her disability or medical condition, unless determined by the Trustee to be necessary and advisable, notwithstanding the consequent loss of such benefit. Sections 3.1 and 3.2 herein shall provide guidance to the Trustee in making distributions, but shall not be determinative, when the Trustee determines it to be necessary and advisable.

However, if the mere existence of this authority to make distributions will result in a reduction or loss of the Beneficiary's entitlement program benefits, regardless of whether the Trustee actually exercises this discretion, the preceding paragraph shall be stricken and unenforceable and the Trustee's authority to make these distributions shall terminate and the Trustee's authority to make distributions shall be limited to purchasing supplemental goods and services in a manner that will not adversely affect the Beneficiary's government benefits.

B. Additional Distribution Criteria. In making distributions, the Trustee shall consider, in addition to the above, the following:

1. the effect a given distribution request may have on the Beneficiary's continued or prospective eligibility for any program or public benefit.
2. number of requests for distributions in the respective calendar year,
3. the size of the corpus of the trust,

4. the actuarial life expectancy of the Beneficiary,
5. the amount of money requested,
6. the Beneficiary's ability to obtain alternative financial aid,
7. duration of the financial obligation in regard to the respective request,
8. the purpose of the request, and,
9. a determination regarding whether the Trustee should retain title to any property purchased by the trust to minimize any loss or reduction of government benefits.

C. Binding Effect of Trustee's Determinations. The determination of the Trustee with respect to the necessity for and the amounts of any payments to or for the benefit of any Beneficiary pursuant to the terms of this Agreement shall be conclusive on all persons in any manner interested in any Sub-Account created pursuant to this Agreement 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. The exercise or non-exercise of any discretionary power granted to the Trustee and all actions taken by it with respect to making distributions shall be final and binding upon all persons, corporations and government bodies. In the event the Trustee is requested by any government or agency to make a distribution of income or principal to pay for the expenses that other governments or agencies are authorized to provide, or in the event the Trustee is requested by any government or agency administering such benefits to petition a court or administrative agency for the release of Trust income or principal for this purpose, the Trustee shall deny such request and shall, at the expense of the trust estate of the Trust, defend any contest of the Trust.

4.2. Sub-Accounts of Trust. Assets contributed by a Grantor for a Beneficiary shall be invested, re-invested, and administered as a Sub-Account in the name of and for the benefit of that Beneficiary. The Trustee shall pay or apply the supplemental care of each Beneficiary such amounts from the principal or income, or both, of the Trust Sub-Account maintained for such Beneficiary, up to the whole thereof, as the Trustee, in its sole discretion, may from time to time deem advisable for the satisfaction of that Beneficiary's supplemental needs, if any. Any income attributable to a Beneficiary's Sub-Account that is not distributed shall be added annually to the principal in the Trust Sub-Account maintained for such Beneficiary.

4.3. Taxation of Sub-Accounts. Generally, a Sub-Account will be treated as a Grantor trust if the Beneficiary himself, his guardian, or other authorized personal representative or any other person deposits assets or properties belonging to the Beneficiary to the Sub-Account as Grantor. If the Sub-Account is treated as a Grantor trust for federal income tax purposes, the reporting of the income of the Sub-Account and taxation thereon shall be subject to provisions of Section 7.4 of this Trust.

4.4. Spendthrift Trust. To the fullest extent permitted by law, this Trust shall be a spendthrift trust and no part of this Trust, whether principal or income, shall be subject to anticipation or assignment by any Beneficiary; nor shall it be subject to attachment or control by

any public or private creditor of a Beneficiary; nor may it be subject to any judicial process or levy against any Beneficiary by any voluntary or involuntary creditor, including those that have provided for the Beneficiary's support and maintenance, before assets of this Trust have actually been paid or disbursed to such Beneficiary. Further, under no circumstance, may any Beneficiary compel a distribution from the Trust.

ARTICLE V

TRUST FUNDING AND EFFECTIVE DATE

5.1. Initial Funding. The Illinois Disability Association as Settlor shall initially fund this Trust with a lump sum payment of Ten Dollars and No Cents (\$10.00), as set forth in Appendix 1. The Illinois Disability Association hereby assigns, conveys, transfers and delivers the above described funds to the Trustee as of the day and year first written above.

5.2. Trust. The Trust is established by the Illinois Disability Association and any additional contributions made to the Trust at any time by any Grantor in accordance with the provisions of Article VI.

5.3. Effective Date. This Trust is established by the Illinois Disability Association as of the day and year first written above. The Trust shall be effective as to any Grantor or Beneficiary upon (a) execution of a Joinder Agreement by a Grantor, (b) approval of the Joinder Agreement by the Trustee, and (c) Grantor's delivery to the Trustee, and the Trustee's acceptance of assets. Grantors' contributions are discussed further in Article VI, below.

ARTICLE VI

GRANTOR'S CONTRIBUTIONS

6.1. Execution of Joinder Agreement. This Trust is activated for an individual Beneficiary when a Joinder Agreement is signed by a Grantor and a Trustee or Trustee's agent. Upon acceptance, a Trust Sub-Account shall be established for the Beneficiary named in the Joinder Agreement and held and administered pursuant to the terms and provisions of this Trust. By signing a Joinder Agreement, a Grantor agrees to all the terms and conditions of this Trust Agreement and any amendments hereto; however, notwithstanding the above, to the extent that there may be a conflict between the terms of the Joinder Agreement and this Trust, the terms of the Joinder Agreement shall control. The Trustee has complete discretionary authority not to accept a Joinder Agreement. Each Joinder Agreement shall designate the Remainder Beneficiary.

6.2. Irrevocable Transfer and Limited Power to Amend. A Grantor or other contributor to the Trust shall not be permitted to revoke a Joinder Agreement or withdraw any funds contributed to the Trust under such Agreement. However, a Grantor or a person with legal authority to act on behalf of a Grantor, during the lifetime of a Beneficiary, may amend the Joinder 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 Final

Remainder Beneficiaries or their respective shares in any balance not retained by the Trust or paid to the state of Illinois as required by law. This limited right to amend the Joinder Agreement shall not reduce the amount to be retained by the Trust (if any) upon the death of a Beneficiary as set forth in the original Joinder Agreement.

6.3. Trust Is Irrevocable Upon Acceptance of Assets by Trustee. Upon delivery to and acceptance by the Trustee of assets acceptable to the Trustee, the Trust, as to the Grantor of such assets and the designation of the respective Beneficiary, shall be irrevocable and the contributed assets shall not be refundable. By execution of the Joinder Agreement, Grantor acknowledges that upon the funding of a Sub-Account of this Trust, Grantor shall have no further interest in and does thereby relinquish and release all rights in, control over, and all incidents of interest of any kind or nature in and to the contributed assets (including the original contribution to the Trust and any and all subsequent additions to the Trust) and all income thereon.

6.4. Funding. The Trustee has absolute discretion with respect to all funding matters.

A. Additions to Trust. The Grantors, or any other person desiring to make a contribution to the trust, shall have the right at any time to add property acceptable in the absolute discretion of the Trustee to a Sub-Account on behalf of a Beneficiary. Such property, upon acceptance by the Trustee, shall become a part of the Trust and shall be held for the benefit of a beneficiary as set forth herein. Additions to a Trust Account on behalf of a Beneficiary may be made by the Grantor or other persons including, for example, lifetime direct transfers, by naming the Trust as Beneficiary under a trust agreement, at death by devise or bequest under a will, or by naming the Trust as owner and/or Beneficiary under an insurance contract, annuity contract or retirement plan. The Trustee shall, in its absolute discretion, determine whether to add said amount to this Trust.

B. Acceptance of Property by Trustee. The Trustee, in its absolute discretion, may decline to accept property which is offered for transfer to a Sub-Account, if the Trustee deems the property of a character which is inappropriate for addition to the Trust Estate. If the Trustee, in the exercise of its discretion, decides not to accept a transfer of property, it shall advise the person making such transfer or the personal representative of his or her estate within thirty (30) days after being notified of the nature of the property to be transferred. If the property has already been received or registered in the name of the Trust, the Trustee shall have the right to cancel the transfer of the property, and the Trustee shall promptly have the property re-registered and returned to the person making the transfer or the personal representative of his or her estate on condition that such person or estate assume all costs of re-registration.

C. Sub-Account Designation by Grantor/Contributor. Any person desiring to make a contribution to the Trust shall designate the specific Sub-Account to which the property is to be allocated. If the Grantor/Contributor fails to designate a specific Sub-Account, the Trustee shall determine the Trust Account or Trust Sub-Account(s) to which the property shall be allocated or may establish a new Sub-Account for each Beneficiary for whom the property is contributed.

6.5. Substitution of Property by Grantor. The Grantor has the power to reacquire the

trust principal by substituting other property of an equivalent value.

ARTICLE VII

ADMINISTRATIVE PROVISIONS

7.1. Sub-Accounts. A separate Trust Sub-Account shall be maintained for each Beneficiary, but, for purposes of investment and management of funds, the Trustee shall pool these Trust Sub-Accounts, to the extent possible. The Trustee, in its absolute discretion, shall have the authority to allocate assets received by it in kind solely to the Sub-Account for which the assets have been contributed. In such cases, only the Sub-Account in question shall be credited or charged with its share of income, profits, gains and losses derived from such segregated assets. The Trustee, in its sole discretion, shall have the right to charge the Sub-Account for administrative services and expenses attributable to such segregated assets in addition to general administrative services and expenses. The Trustee or its authorized agents, shall maintain records for each Trust Sub-Account in the name of and showing the assets contributed for each Beneficiary, along with increases in and expenditures and costs of such Sub-Account.

7.2. Fees and Expenses. The fees and expenses associated with each Sub-Account shall be charged in the manner described in the Joinder Agreement and as set forth in Schedule A to the Joinder Agreement.

7.3. Annual Reports to Grantor or Beneficiary. For accounting purposes, the Trust and each Sub-Account thereof shall be operated on a calendar year basis. The Trustee shall provide periodic accountings, at least annually, to each Grantor while such Grantor is living, and thereafter to each Beneficiary (or to his or her Primary Representative), showing all receipts, distributions and distributions to or from such Trust Sub-Account during the previous calendar year. Where there is an existing case in Probate Court, the Trustee, if so required by law or by court order, shall file its accounting with the Probate Court. No guardian ad litem shall be appointed in the proceeding. Any such accounting furnished with respect to a Sub-Account shall be binding on the Beneficiary of that Sub-Account, all of the persons claiming by or through that Beneficiary who are not otherwise entitled to request an accounting and all current and future beneficiaries of that Sub-Account regardless of the nature of their interests, unless that Beneficiary (or his or her Primary Representative) files written objections with the Trustee or commences a judicial proceeding to assert a claim within one year of receipt of the accounting, subject, in the case of any Sub-Account expenditure which is subject to approval by a court with jurisdiction over the Sub-Account beneficiary or his or her lawful representative, to such court approval. With respect to any person so bound, the Trustee is released with the same effect as if the accounting had been approved by a court of competent jurisdiction.

7.4. Preparation of Income Tax Forms. In the case of non-grantor trusts, the Trustee shall prepare the federal fiduciary income tax returns affiliated with the appropriate Trust Sub-Account. In the case of grantor trusts, the Beneficiary or Primary Representative shall be responsible for preparation of the federal income tax returns affiliated with the appropriate Trust

Sub-Account, unless otherwise specified in the Joinder agreement. All of the costs and expenses for preparing appropriate tax returns shall be charged to each Sub-Account in accordance with the actual time and expense incurred for the preparation of such tax returns. The Grantor, by execution of the Joinder Agreement, indemnifies the Trustee from any and all claims for income tax liabilities attributable to his or her Sub-Account.

7.5. Sub-Account Records Available for Inspection. The Trust Sub-Account records shall be available at all reasonable times for inspection by the Beneficiary, his or her Primary Representative, or both. The Trustee shall not be required to furnish Trust records or documentation to any individual, corporation or other entity who is not the Beneficiary, or who does not have the express written approval of the Beneficiary to receive such information, or who is not the Primary Representative of the Beneficiary.

7.6. Resignation of Trustee. Any acting Corporate Co-Trustee may resign at any time by giving written notice to the Illinois Disability Association not less than three months before that resignation shall be effective, and in no event shall that resignation be effective until a successor Corporation Co-Trustee has accepted that office.

ARTICLE VIII

Trustee

8.1. Trustee's Reliance Upon Representations By Others. The Trustee shall be fully protected in acting on any instrument, certificate, paper or representation believed by it to be genuine and to be signed or presented by the proper person or persons, and the Trustee 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.

8.2. Trustee Powers. In the administration of the Trust, the Trustee shall have the following powers, unless otherwise specified in the Joinder Agreement:

(A) The Trustee is authorized to retain in the trust for such time as it may deem advisable any property received by it from a Grantor or other contributor whether or not such property is of the character permitted by law for the investment of trust funds.

(B) The Trustee shall with respect to any and all property which may at any time be held by it in trust pursuant to this Agreement, whether such property constitutes principal or accumulated income of any Sub-Account provided for in this Agreement, have power, exercisable at its discretion at any time and from time to time on such terms and in such manner as it may deem advisable, to:

- (1) Sell, convey, exchange, convert, improve, repair, manage, operate and control.
- (2) Lease for terms within or beyond the term of any Sub-Account provided

for in this Agreement or for any period beyond the period of the rule against perpetuities and for any purpose, and enter into any covenants and agreements relating to the property so leased or any improvements which may then or thereafter be erected on such property; provided, however, that no lease of property shall extend beyond the term of any sub-account unless such lease is necessary to make such property productive.

(3) Carry insurance of such kinds and in such amounts at the expense of the Sub-Accounts provided for in this Agreement as it may deem advisable.

(4) Commence or defend at the expense of any Sub-Account provided for in this Agreement such litigation with respect to any such Sub-Account or any property of the Trust as it may deem advisable.

(5) To cause any property, real or personal, belonging to the trust to be held or registered in the Trustee's name or in the name of a nominee or in such other form as the Trustee deems best without disclosing the trust relationship.

(6) Invest and reinvest the trust funds, the amount to be determined by Illinois Disability Association alone, in such property as the Trustee may deem advisable, whether or not of the character permitted by law for the investment of trust funds, specifically including, but not by way of limitation, interests in any common trust fund or funds now or hereafter established and administered by a Custodian hired by the Trustee solely for the investment of trust funds.

(a) The Trustee may engage any person or organization, including an affiliate, to provide any management, investment, or custodial services for any trust property held hereunder, and may delegate its investment authority and responsibility for any trust property held hereunder to any person or organization, including an affiliate, which is a registered investment advisor. Any such delegation shall be subject to the same investment standards that would be applicable to the Trustee under this instrument. The Trustee shall not be liable for the investment decision or actions of any delegate so long as the Trustee exercises reasonable care, skill and caution in selecting the delegate and in monitoring its performance and compliance with the terms of delegation. The Trustee shall not be required to provide notice of any such delegation to any Beneficiary hereunder. The Trustee may pay for any services provided by an affiliate which are authorized by this paragraph at the usual and customary fees and charges of such affiliate, without reduction in any compensation paid to the Trustee for its services as Trustee.

(b) The Trustee may engage any affiliate to provide services as a broker or dealer to any trust hereunder, including the execution of transactions through an affiliate that is a broker or dealer and the purchase of any securities distributed, underwritten (either during an underwriting or thereafter) or issued by an affiliate, or in which an affiliate makes a market. The Trustee may pay for any such services at the usual and customary charges, commission rates, markups and concessions of such affiliate, without reduction in any compensation paid to the corporate Trustee for its services as Trustee.

(c) The Trustee shall have the authority, but not the obligation, to hire a corporation to serve as Corporate Custodian for the Trust which is authorized in the State of Illinois to serve a Custodian over trust securities and assets and accounts. 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.

(d) 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 advisor who shall be authorized to make investments on behalf of the Trust with the prior approval of the Trustee.

(e) The Trustee shall have the authority to employ and to delegate any of its discretionary and nondiscretionary powers to agents, including, but not limited to, attorneys, investment advisors, appraisers, accountants, social workers, case managers, and companions for the Beneficiary as it deems necessary and proper and to pay for such services from the trust property.

(f) 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 Trust, including but not limited to reasonable administrative fees charged by the Illinois Disability Association, shall be charged generally against the trust property as provided generally in Section 8.7 of this Trust. 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.

(7) Vote and give proxies to vote any securities held by the Trustee in trust pursuant to this Agreement having voting rights.

(8) Pay any assessments or other charges levied on any stock or other security held by the Trustee in trust pursuant to this Agreement.

(9) Exercise any subscription, conversion, or other rights or options which may at anytime attach, belong, or be given to the holders of any stocks, bonds, securities, or other instruments held by the Trustee in trust pursuant to this Agreement.

(10) Participate in any plans or proceedings for the foreclosure, reorganization, consolidation, merger, or liquidation of any corporation or organization that has issued securities held by the Trustee in trust pursuant to this Agreement, and incident to such participation to deposit securities with and transfer title of securities to any protective or other committee established to further or defeat any such plan or proceeding.

(11) Enforce any mortgage or pledge held by the Trustee in trust pursuant to this Agreement and at any sale under any such mortgage, or pledge to bid and purchase at the expense of any Sub-Account provided for in this Agreement any property subject to such security instrument.

(12) Compromise, submit to arbitrations, release with or without consideration,

and otherwise adjust any claim in favor of or against any Sub-Account provided for in this Agreement.

(13) Subject to any limitations expressly set forth in this Agreement and the faithful performance of its fiduciary obligation do all such acts, take all such proceedings, and exercise all such rights and privileges as could be done, taken, or exercised by an absolute owner of the trust property.

(C) The Trustee shall have power to borrow money from any person, firm, or corporation, for any trust purpose on such terms and conditions as the Trustee may deem proper, to obligate the trust to repay such borrowed money, and to secure repayment by mortgage, reverse mortgage, pledge or otherwise.

(D) The Trustee may hold securities or other property subject to this Agreement in its name as Trustee under this Agreement, in its own name without a designation, showing it to be Trustee under this Agreement, in the name of its nominee or the nominee of its agent, broker or Custodian, or the Trustee may hold or authorize its agent or Custodian to hold such securities unregistered in such condition that ownership will pass by delivery.

(E) Except as otherwise specifically provided in this Agreement, the Trustee shall have full power and authority to determine, in its discretion, what shall constitute principal of the Trust or any Sub-Account and gross income from the Trust or any Sub-Account distributable under the terms of this Agreement. The determination of the Trustee as to what constitutes principal, gross income, or net income of the Trust or of any Sub-Account shall be conclusive and binding on all persons in any manner interested in any Sub-Account created or to be created pursuant to this Agreement.

(F) All property taxes, assessments, fees, charges, and other expenses incurred by the Trustee in the administration or protection of the Trust created by this Agreement, unless directly attributable to a specific Sub-Account, shall be treated as general charges on the Trust and shall be paid by the Trustee prior to allocation of net income to any of the Sub-Accounts or out of the principal of the Sub-Accounts or partially out of the principal and partially out of the income in such manner and proportions as the Trustee may deem to be advisable.

8.3. Limits of Trustee Authority. No authority described in this Trust or available to Trustees pursuant to applicable law shall be construed to enable the Trustee to purchase, exchange or otherwise deal with or dispose of the assets of any Trust Sub-Account for less than an adequate or full consideration in money or money's worth, or to enable any person to borrow the assets of any Trust Sub-Account, directly or indirectly, without adequate interest or security.

8.4. Limits On Investments. The Trustee shall effectuate transactions/investments pursuant to the Illinois Probate Act.

8.5. No Bond Required. The Trustee shall not be required to furnish any bond for the faithful performance of the Trustee's duties. If bond is required by any law or court of competent jurisdiction, no surety shall be required on such bond.

8.6. No Court Supervision of Trust. The Trust established under this instrument shall be administered free from the active supervision of any court, unless otherwise specified in the Joinder Agreement. Any proceedings to seek judicial instructions or a judicial determination may be initiated by the Trustee in any court having jurisdiction of these matters relating to the construction and administration of the Trust.

8.7. Trustee Compensation. The Trustee shall be entitled to reasonable compensation commensurate with the services actually performed. The Trustee shall charge fees to each Sub-Account for Trustee fees as provided on Schedule A of the Joinder Agreement between the Trustee and the respective Grantor(s). Unless the quarterly fees are paid by a Grantor, the quarterly fees will be charged against the funds in the applicable Sub-Account. The Trustee may from time to time establish or amend the schedule of fees applicable to new Sub-Accounts. The amount of the initial annual fee applicable to each funded Sub-Account shall be the fee amount in effect as of the date that the Grantor executes the Joinder Agreement.

8.8. Trust's Defense Costs and Expenses. Costs and expenses of defending the Trust from any claim, demand, legal or equitable action, suit, or proceeding may, in the sole discretion of the Trustee, either (a) be charged on a pro rata basis to all Trust Sub-Accounts, or (b) be charged only against the Trust Sub-Accounts of the affected Beneficiaries. The Trustee determines whether defense costs affect a substantial number of Trust Sub-Accounts and warrant allocation among all Sub-Accounts, or whether the issue requiring defense of the Trust is limited to a single Sub-Account or to only certain Sub-Accounts such that charges should be allocated solely to such accounts.

8.9. Trustee May Seek Other Resources. The Trustee may seek the advice and assistance of the Grantor, the Primary Representative, any Guardian or Guardians of the Beneficiaries, or others, including any federal, state and local agencies that are established in administration of the respective trust Sub-Account.

8.10. Trustee is Not Responsible to Identify Resources. The Trustee shall not, in any event, be responsible to identify programs or resources that may be available to such Beneficiary because of his or her disabilities. As evidenced by Grantor's execution of the Joinder Agreement, Grantor recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and the Grantor agrees that the Trustee will not in any event be liable for any loss of benefits as long as the Trustee acts in good faith.

8.11. Appointment of Successor Trustee. The Illinois Disability Association may designate another non-profit corporation that meets the requirements of Internal Revenue Code §501(c)(3) as a successor Trustee of this Trust or Sub-Account hereunder. In the event that the Illinois Disability Association names a successor Trustee, then that successor shall succeed to all the rights, powers, and privileges accounted the Illinois Disability Association of the Trust, including the right to name a successor Trustee.

Additionally, the Illinois Disability Association may remove any co-Trustee currently acting with the Illinois Disability Association and designate a substitute co-Trustee by delivering to the current co-Trustee a notice naming the substitute co-Trustee and indicating an intent to

remove and replace the current co-Trustee.

8.12 Ultimate Managerial Power. Notwithstanding any provisions herein to the contrary, the Illinois Disability Association alone, as Trustee, shall be vested with the ultimate managerial control over the Trust such that any action, exercise of powers granted under this Article VIII, or other Articles herein, and/or decisions by any other co-Trustee acting under this Trust shall be subordinate and subject to the Illinois Disability Association's control.

ARTICLE IX

INDEMNIFICATION

9.1. Indemnification. The Trust shall indemnify any officer, director, employee or agent of the Trustee, who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he or she is or was an officer, director, employee or agent of the Trustee, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding to the fullest extent and in the manner set forth in and permitted by the Illinois General Not for Profit Association Act and any other applicable law, as may from time to time be in effect. Neither payments of indemnification nor reimbursement of expenses shall be deemed compensation.

9.2. Indemnification Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

9.3. Payment of Expenses in Advance. Expenses actually and reasonably incurred, including attorney fees, in defending a civil or criminal action, suit or proceeding shall be paid by the Trust in advance of the final disposition of such action suit or proceeding, upon receipt of an undertaking by or on behalf of the officer, director, employee or agent of the association to repay such amount, if it shall ultimately be determined that such person is not entitled to be indemnified by the Trust.

9.4. Continued Right to Indemnification. Any right of indemnification shall continue as to a person who has ceased to be such a director, officer, employee or agent of the Trust and shall inure to the benefit of the heirs and personal representatives of such person.

9.5. Other References. For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the association" shall include any service as a director, officer, employee, or agent, or services by

such director, officer, employee, or agent of the association that imposes duties on or involves services by such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries.

ARTICLE X

AMENDMENT OF TRUST

10.1. Irrevocability. The Settlor hereby relinquishes all power to alter, amend, or revoke any provisions of this trust agreement. This Agreement shall be irrevocable and is intended so pursuant to Section SI-OI120.200.D.2 of the Social Security Administration Program Operation Manual System. The Trustee may at any time, or from time to time, amend any administrative provisions of this trust to reflect any change or clarification so as to implement the purposes of this Trust, by any instrument in writing signed and acknowledged by the Trustee, and when necessary, first seek court approval. Therefore, the Trustee may amend and/or reform this instrument so that it conforms with any regulations that are approved by any government body or agency relating to 42 U.S.C. 1396p or related statutes, including state statutes that are consistent with the provisions and purposes of the Revenue Reconciliation Act of 1993 and amendments to such Act.

10.2. Amendments Limited. The Trustee shall not seek a proposed amendment to this Agreement that would: (a) alter the purpose or objective of the Trust, or (b) change the duties of the Trustee.

ARTICLE XI

TERMINATION OF SUB-ACCOUNTS OR OF ENTIRE TRUST

11.1. Sub-Account Terminations. Every reasonable attempt will be made to continue the Trust for the purposes for which it is established. However, the Trustee does not and cannot know how future developments in the law including administrative agency and judicial decisions, may affect the Trust or any Trust Sub-Account. If the Trustee has reasonable cause to believe that the assets of a Trust Sub-Account are or will become liable for basic maintenance, support, or care that has been or that would otherwise be provided to such Beneficiary by local, state, or federal government, or an agency or department thereof, the Trustee in its sole discretion, may:

(A) Determine that the Trust has become impracticable to implement for the affected Beneficiary, and terminate the Trust Sub-Account. The Trustee shall then treat the assets in the Trust Sub-Account according to the provisions of Section 11.3; or,

(B) Continue to administer the Trust Sub-Account under separate arrangement with the affected Beneficiary or his or her Primary Representative.

11.2. Distribution of Remainder Interest Upon Death of Beneficiary. Upon the death of

a Beneficiary, any amounts remaining in the Beneficiary's Trust Sub-Account (the "Remainder") shall be distributed as follows, to the extent that there are funds remaining:

(A) First, the Trustee shall pay any required taxes due from the trust to the State or Federal government because of the death of the Beneficiary; and, 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. The Trust shall retain the portion of the Remainder that has been authorized by the Grantor in the Joinder Agreement to be added to the Sub-Account retained by and in the name of the Trust (the "Trust's Remainder Share"), if any, to be used as set forth in Section 12.1; then,

(B) Second, subject to Section 11.2(A) of this Trust Agreement and to the extent that the Trust Sub-Account was funded with such Beneficiary's own money rather than by a third party, claims for reimbursement for Medicaid benefits provided to the Beneficiary by the State of Illinois and/or any other state(s) ("State Reimbursement Claims," as further described in Section 11.6 below) shall be satisfied up to an amount equal to the total medical assistance paid on behalf of the Beneficiary under the State of Illinois' Medicaid plan and/or the Medicaid plan(s) of any other state(s) for services furnished on a pro-rated basis; then,

(C) Third, the Trustee shall distribute all remaining funds, subject to Section 11.2(A) and (B) of this Trust Agreement, to the Final Remainder Beneficiaries sufficiently identified under the Joinder Agreement, if any, or if none then 1% of such funds to the Illinois Disability Association and the balance to the Beneficiary's estate, or if no estate is then in existence, the balance shall be deposited with the appropriate state department or agency responsible for holding estate funds for the rightful owners; provided, however, that if any Final Remainder Beneficiary is a minor, is under a legal disability, or is incapacitated, Section 12.2 of this Agreement shall apply.

11.3. Distribution of Remainder Interest Upon Termination of Sub-Account During Beneficiary's Life. Upon early termination, any amounts remaining in the Beneficiary's Trust Sub-Account (the "Remainder") shall be distributed as follows, to the extent that there are funds remaining:

(A) First, the Trustee shall pay any required taxes due from the Trust to the State or Federal government because of the termination of the Trust Sub-Account, and, 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; then,

(B) Second, to the extent the Trust Sub-Account was funded with such Beneficiary's own money rather than by a third party, the Trustee shall reimburse the State of Illinois and/or any other state(s) with all amounts remaining in the Trust Sub-Account at the time of termination up to an amount equal to the total amount of medical assistance paid on behalf of the individual under the State of Illinois' Medicaid plan and/or the Medicaid plan(s) of any other state(s) on a prorated basis; then,

(C) Third, the Trustee shall distribute all remaining funds to the Trust Sub-Account Beneficiary; provided, however, if the Beneficiary is a minor, is under a legal disability, or is incapacitated, the Trustee shall have the power to distribute property to a custodian for a minor under the Uniform Gifts or Transfer to Minors Act under any state's laws (and in so doing shall have discretion to establish a custodianship termination age up to age 21 if then allowed by the Act), or to use any other means of making distributions under applicable law or the terms of this Trust to the Beneficiary who is under legal disability. Such means include making distributions for the Beneficiary's benefit to the Beneficiary's guardian of the estate, parent, Trustee of an appropriate trust for the Beneficiary's own benefit or custodian or a court of competent jurisdiction. Further, the Trustee may make distributions for the Beneficiary who is incapacitated directly on behalf of the Beneficiary, or to the guardian of such Beneficiary's estate, to the Trustee of an appropriate trust for the Beneficiary's own benefit, or to an attorney in fact (fiduciary) named by the Beneficiary.

11.4. Termination of Entire Trust. If it becomes impossible or impracticable to carry out the Trust's purposes with respect to all or substantially all Beneficiaries, the Trustee may, in the Trustee's sole discretion, terminate the Trust and distribute the Trust assets in each Beneficiary's Sub-Account as set forth in Section 11.3. The Trust's Remainder Share shall be paid to the Illinois Disability Association provided, however, that if the Illinois Disability Association has ceased to exist or has been dissolved, then the Trust's Remainder Share as defined in Section 2.12 shall be applied and paid over to such other non-profit organization or organizations as the Illinois Disability Association, in its sole discretion, may determine then to be serving the interest and needs of people with disabilities in a manner consistent with the purposes of this Trust. Before action is taken under this Section, a formal accounting along with an application seeking approval of the action to be taken shall be filed in a court of competent jurisdiction in this state.

11.5. Perpetuities Savings Clause. The individual Sub-Account for each Beneficiary shall be held for the lifetime of the Beneficiary. The Sub-Account of the Trust's Remainder Share shall be distributed in the manner permitted by Section 11.2. The Illinois Disability Pooled Trust is intended to be a qualified perpetual trust within the meaning of subsection 3(a-5) of the Statute Concerning Perpetuities, 765 ILCS 305/3(a-5), and the rule against perpetuities does not apply to it.

11.6. Determination of State Reimbursement Claims. At the death of the Beneficiary, or if applicable, upon the early termination of the Trust, the Illinois Disability Association, as Trustee, shall have the exclusive authority to determine the amount of State Reimbursement Claims, giving effect to claims received from state agencies and as required by federal and state regulations related to 42 U.S.C. 1396p. In the absence of federal regulations directing the Trust as to priority in the case of multiple state claims, the claims of multiple states shall be pro-rated and paid, to the extent funds remain available after funding the Trust's Remainder Share, from a Beneficiary's Sub-Account. The Trustee is authorized to rely on statements of claims received from the Illinois Department of Public Aid or from any similar agency in any state.

ARTICLE XII
MISCELLANEOUS

12.1. Trust's Remainder Share. The Trust's Remainder Share shall be retained by the Trust, as specified in the Joinder Agreement, and, in the Trustee's sole discretion, be used:

(A) For the benefit of other Beneficiaries who are indigent, disabled persons as defined in 42 U.S.C. § 1382 c(a)(3),

(B) To offset the costs of administering the Illinois Disability Pooled Trust, but may not be used for the Illinois Disability Association's other non-profit activities and services.

Gifts or devises to the Trust shall be similarly treated unless the purpose for which a gift is made is specified by the donor. Any undistributed income of the Trust that is attributable to the Trust's Remainder Share shall be accumulated and added to the corpus of the Trust's Remainder Share.

12.2. Final Remainder Beneficiaries. The Trustee shall have the power to distribute property to a custodian for a minor or other eligible Beneficiary under the Uniform Gifts or Transfer to Minors Act under any state's laws (and in so doing shall have discretion to establish a custodianship termination age up to age 21 if then allowed by the Act), or to use any other means of making distributions under applicable law or the terms of this Trust to any Final Remainder Beneficiary who is under legal disability. Such means include making distributions for that beneficiary's benefit to the beneficiary's guardian of the estate, parent, trustee of an appropriate trust for the beneficiary's own benefit or custodian or a court of competent jurisdiction. Further, the Trustee may make distributions for a Final Remainder Beneficiary who is incapacitated directly on behalf of that beneficiary, or to the guardian of such beneficiary's estate, to the Trustee of an appropriate trust for the beneficiary's own benefit, or to an attorney in fact named by the beneficiary.

12.3. Governing Law and Construction. This Agreement shall be construed, governed, and administered in accordance with Illinois law. The headings of the Sections and paragraphs of this Agreement are inserted for convenience only and shall not affect its construction. In the construction of this agreement the gender of pronouns and the singular or plural form of words shall be disregarded where appropriate. References to provisions of the Internal Revenue Code shall be deemed to include any corresponding provisions of subsequent federal tax laws.

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