

MAINE TRUST FOR PEOPLE WITH DISABILITIES

Master Trust Agreement

For People with Special Needs

This declaration of trust, which shall be known as the master pooled trust agreement (“Agreement”) is made this 21st day of July, 2005, by and between Maine Trust for People with Disabilities, Inc., a non-profit corporation, as Settlor, and Norway Savings Bank, a State of Maine chartered banking corporation having its principal place of business at 261 Main Street, Norway, Maine 04268, as Trustee.

PREAMBLE

WHEREAS, Maine Trust for People with Disabilities, Inc., recognizes the need to provide a mechanism for parents and other family members of persons with disabilities to provide for the supplemental financial care and assistance of their disabled family members after they are no longer able to do so;

WHEREAS, Maine Trust for People with Disabilities, Inc., recognizes the need for a mechanism that will enable disabled individuals to have a source of funds to provide for the supplemental care that is not adequately provided for by federal, state and local agencies;

WHEREAS, the Omnibus Budget Reconciliation Act of 1993 (“OBRA ‘93”) contemplated the establishment of trusts established and managed by non-profit corporations that pool beneficiary funds;

WHEREAS, OBRA ‘93 contemplated that funds held in trusts, that originated from third parties, would not be seen as available to disabled recipients of Medicaid coverage, and hence would not affect Medicaid eligibility, unless made available by the trustee;

WHEREAS, Maine Trust for People with Disabilities, Inc., is a Maine non-profit corporation that is available to manage a master pooled trust for the

convenience of family members and others who wish to establish subaccounts for disabled individuals;

WHEREAS, a Sponsor may designate a Beneficiary of the Trust by executing a Joinder Agreement that is approved by the Maine Trust for People with Disabilities and that incorporates this Agreement by reference; and

WHEREAS, Maine Trust for People with Disabilities, Inc., wishes to establish the Trust solely to enhance the lives of persons with disabilities, as provided by the Agreement;

NOW THEREFORE THIS DECLARATION OF TRUST is hereby made and the Maine Trust for People with Disabilities is hereby established to hold any cash, securities or other Trust property which the Trustee may, pursuant to any of the provisions hereof at any time hereafter, hold or acquire (all of such property hereinafter referred to collectively as the "Trust Estate"), for the uses and purposes and upon the terms and conditions herein set forth.

Article One

DEFINITIONS

1.1. "**Board of Advisors**" shall mean individuals appointed by the Maine Trust for People with Disabilities, Inc. who direct the Trustee in the undertaking of all discretionary fiduciary acts permitted or required under this agreement.

1.2. "**Code**" shall mean the Internal Revenue Code of 1986, as the same may be amended hereafter, including all valid regulations, rulings and other authorities promulgated thereto.

1.3. "**Donor**" shall mean any individual or entity that places any assets into a Subaccount established for a Beneficiary hereunder. A Beneficiary may not also be the Donor of his or her own Subaccount. Said funds originating from a Donor may be by gift, last will and testament, contract or agreement.

1.4. "**Government Assistance**" shall mean any and all services, benefits, medical care, or financial assistance that may be provided by any public agency, office, or department of the state where a Beneficiary lives or of the United States, to, for, or on behalf of the Beneficiary, including but not limited to the Supplemental Security Income (SSI) program, the Old Age, Survivors, and Disability Insurance

(OASDI) program, the Medicaid/MaineCare program, and any additional, similar, or successor programs.

1.5. **“Guardian”** shall mean a legal guardian, conservator, agent under a durable power of attorney, Trustee, representative payee, or other legal representative or fiduciary of a Primary Beneficiary.

1.6. **“Joinder Agreement”** shall mean the agreement completed by the Sponsor that adopts the terms of this Trust and which, if accepted by the Board of Advisors, results in establishing a Subaccount in the Trust for the benefit of the Sponsor’s designated Primary Beneficiary.

1.7. **“Primary Beneficiary”** shall mean a person designated in a Joinder Agreement to be the individual who is eligible to receive a distribution from the trust when a specific Subaccount is initially funded and who is a disabled person, as defined in §1614(a)(3) of the Social Security Act (42 U.S.C. §1382c(a)(3)), or as defined in the Americans With Disabilities Act, 42 U.S.C. § 12101, et seq. (or any successor statutes), who is a recipient of services and benefits under this Trust. If the Social Security Administration or any authorized governmental entity has not made a determination that the Primary Beneficiary is a disabled person, the Trustee is authorized to accept such Beneficiary within its discretion if it has made a determination that the Beneficiary is a disabled person, as defined in 42 U.S.C. §1382c(a)(3).

1.8. **“Qualified beneficiary”** shall have the same meaning as in the Maine Uniform Trust Code (and as it may later be amended). Currently, “qualified beneficiary” means a beneficiary who on the date the beneficiary’s qualification is determined:

- 1.8.1. Is a distributee or permissible distributee of Trust income or principal;
- 1.8.2. Would be a distributee or permissible distributee of Trust income or principal if the interests of the distributees described in Section 1.8A terminated on that date;
- 1.8.3. Would be a distributee or permissible distributee of Trust income or principal if the Trust terminated on that date.

“Qualified beneficiary” does not include a contingent distributee or a contingent permissible distributee of Trust income or principal whose interest in the Trust is not reasonably expected to vest.

1.9. **“Remainder Beneficiary”** shall mean a person, whether an individual, charity or any other entity that succeeds to the Primary Beneficiary following the termination of the Primary Beneficiary’s interest in this Trust.

1.10. **“Settlor”** shall mean Maine Trust for People with Disabilities, Inc., in its capacity as the non-profit corporate entity that establishes this master Trust Agreement.

1.11. **“Sponsor”** shall mean an individual(s) or entity that establishes a Subaccount by completing a Joinder Agreement for a Primary Beneficiary. A Primary Beneficiary may not also be the Sponsor of his or her own Subaccount. A Sponsor who funds such Subaccount shall also be a Donor with respect to the Subaccount.

1.12. **“Subaccount”** shall mean the individual account in the Trust established for the benefit of a Primary Beneficiary.

1.13. **“Supplemental Needs”** shall mean the requisites for maintaining a Primary Beneficiary’s good health, safety and welfare when, in the discretion of the Trustee, such requisites are not being provided by any public agency, office, or department of the state where that Primary Beneficiary lives or of the United States, or are not otherwise being provided by any other source of income available to that Primary Beneficiary. Supplemental Needs shall include, but shall not be limited to, medical or nursing not provided by programs of Government Assistance, supportive social services, education, training, case management services, private rehabilitative therapy, transportation, recreation, vacations or outings, telephone or television service, or other Supplemental Needs which will contribute to the good health, safety and welfare of a Primary Beneficiary. Supplemental Needs shall also include items of similar nature specified in a Joinder Agreement if approved by the Trustee.

1.14. **“Trust Estate”** shall mean all the assets of the Trust.

1.15. **“Trustee”** shall mean Norway Savings Bank, a State of Maine chartered banking corporation having its principal place of business at 261 Main Street, Norway, Maine 04268, its successor or successors.

Article Two

NAME OF TRUST

2.1. ***Name of Trust.*** This Trust shall be known as the ***Maine Trust for People with Disabilities.***

Article Three

PURPOSE AND INTENT OF TRUST

3.1. ***Purpose and Intent of Trust.*** The express purpose of this Trust is to promote the happiness, welfare and development of the eligible Primary Beneficiaries and to provide for the collective management and distribution of the Trust Estate on behalf of eligible Primary Beneficiaries. By this Trust, the Settlor intends to insure that, to the best extent possible, the physical necessities, comfort, happiness and best interests of each Primary Beneficiary will be met. It is the intent of this Trust that each Primary Beneficiary attain the highest level of life satisfaction and achievement, consistent with the Primary Beneficiary's disability. The Trust is also intended to insure that there will always be an advocate to protect the legal rights of the Primary Beneficiary and assist the Primary Beneficiary in acquiring or retaining all other benefits, public and private, to which the Primary Beneficiary may be entitled for his or her needs and welfare. The welfare of each Primary Beneficiary is the primary objective of this Trust, with the interests of Remainder Beneficiaries being subordinate. Notwithstanding any contrary language contained herein, it is the Settlor's intent not to displace or supplant public assistance that is, or may be, otherwise available to the Primary Beneficiary. If and when the Board of Advisors determines that a Primary Beneficiary does receive, is entitled to receive, or may receive in the future, benefits from any federal, state or local government agency or department, or other private assistance, then the Board of Advisors, in the exercise of its sole discretion, shall direct the Trustee to expend from this Trust additional or supplemental resources for the Primary Beneficiary's needs and care. This Trust is intended to provide, in the sole and absolute discretion of the Board of Advisors, extra and supplemental services and benefits for the care, support, comfort, education and training of each Primary Beneficiary in addition to and over and above benefits he or she already receives, is entitled to receive or may receive or be entitled to receive in the future as a result of his/her present or future mental retardation, mental illness, severe emotional disturbance, or physical, psychological or developmental disability from any federal, state or local government program, agency or department. Notwithstanding any contrary

language contained herein, no Trust income or principal shall be paid to or expended for the benefit of a Primary Beneficiary, for any care, comfort and welfare needs that, in the judgment of the Board of Advisors, are adequately provided for by governmental assistance.

Article Four

TRUST SUBACCOUNTS

4.1. *Establishment of Subaccounts.* A Sponsor desiring to establish a Subaccount for an eligible Primary Beneficiary shall execute a Joinder Agreement adopting the terms of this Trust. The Trust shall become effective with respect to such Primary Beneficiary upon execution of the Joinder Agreement by the Sponsor and the Board of Advisors. The Board of Advisors, in its discretion, may choose to accept or to reject a Joinder Agreement submitted by a Sponsor. A Subaccount shall be established for the Primary Beneficiary named in the Joinder Agreement, which shall thereafter be held and administered in accordance with this Agreement. By executing a Joinder Agreement, a Sponsor agrees to be subject to all terms and conditions of this Agreement and any amendments thereto.

4.2. *Subaccount Beneficiaries.* Each Joinder Agreement shall designate the Primary Beneficiary for whom a Subaccount is established, and the Sponsor shall also agree that any amounts remaining in the Primary Beneficiary's account upon the death of the Beneficiary are to be disposed of as set forth in Article 8 of this Agreement.

4.3. *Funding*

4.3.1. *Funding of Trust.* The Trust Estate shall consist of any contributions in cash or property made to the Trust Estate at any time by a Donor.

4.3.2. *Effective Date of Entry and Contributions to Trust.* The Trust shall be effective as to any Primary Beneficiary upon execution of a Joinder Agreement by a Sponsor, or by court order, subject to the approval of the Board of Advisors. Upon delivery to and acceptance by the Trustee of property acceptable to the Trustee, the Trust, as to the Donor of such property and the designation of the respective Primary Beneficiary, shall be irrevocable and the contributed property shall not be refundable, except if the conditions of Section 6.5 below are met.

- 4.3.3. ***Future Funding of Subaccount.*** Property or interests in property can be designated for future transfer by a Donor as a contribution. Such designation may be revocable and can be revoked by the Donor as to such property at any time during that Donor's life and continued competence, upon prior written notice from the Donor to the Board of Advisors. Examples of such contributions include a policy of life insurance on a Donor's life or the life of another, a retirement plan account, or an individual retirement account (IRA) in which the Trust is designated as a beneficiary, or the Trust being named as a beneficiary of any future interest in property, such as that which would pass by way of Donor's last will and testament.
- 4.3.4. ***Addition to a Subaccount.*** The Sponsor, or any other Donor desiring to make a contribution to a Subaccount, shall have the right at any time to add property acceptable, in the absolute discretion of the Board of Advisors, to the Subaccount of a Primary Beneficiary. Such property, upon acceptance by the Board of Advisors and the Trustee, shall become a part of the Trust Estate and shall be held for the benefit of the Primary Beneficiary to whose Subaccount the contribution is credited. Additions to a Subaccount on behalf of a Primary Beneficiary may be made by the Sponsor or other Donors by lifetime or testamentary transfers, including naming the Trust as the beneficiary under another trust agreement, by gift under a last will and testament, or by naming the Trust as the owner or beneficiary under a life insurance policy, annuity contract, retirement plan or individual retirement account (IRA).
- 4.3.5. ***Acceptance of Property of Trustee.*** The Board of Advisors may, in its absolute discretion, direct the Trustee to renounce, disclaim or decline to accept property that is offered for transfer to a Subaccount, if the Board of Advisors deems the property inappropriate for addition to the Trust Estate. If the Board of Advisors, in the exercise of such absolute discretion, directs the Trustee not to accept a transfer of property, then the Board of Advisors shall advise the person making such a transfer or the personal representative of his or her estate of such decision within one hundred and eighty (180) days of the time the Board of Advisors is first notified of the property proposed to be transferred to the Trust. If the property has already been received or registered in that name of the Trust, the Trustee shall, upon direction from the Board of Advisors, 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 to the personal representative of his or her estate, and the costs of re-

registration associated therewith shall be paid by such person or his or her estate or out of the property received as the Board of Advisors shall in its absolute discretion determine.

- 4.3.6. ***Subaccount Designation by Transferor.*** Any person desiring to make a contribution to the Trust Estate as a Donor shall designate the specific Subaccount to which the property is to be allocated. In the absence of a specific designation, the Subaccount to which the Donor or his or her spouse is the Sponsor shall be deemed to be designated as the appropriate Subaccount. If the Donor or his or her spouse is not a Sponsor of a Subaccount, the Board of Advisors, in its discretion, shall determine the Subaccount(s) to which the property shall be allocated or may, in its discretion, establish one or more new Subaccounts for a Beneficiary to which the property shall be allocated.
- 4.3.7. ***Minimum Funding Level.*** The Board of Advisors shall have the right to establish a minimum level of funding or assets balance for each Subaccount before it may be established, and the Board of Advisors from time to time may increase or decrease the amount of the minimum initial contribution or asset balance. In the event a Donor fails to fully fund a Subaccount to the amount agreed to by the Donor, the Board of Advisors in its sole discretion may direct the Trustee to close the Subaccount and return the contribution to the Donor, or his or her legal representative or estate.

Article Five

ADMINISTRATION OF TRUST SUBACCOUNTS

5.1. ***Administration for Exclusive Benefit of the Beneficiary.*** Each Subaccount shall be held for the exclusive benefit of the Primary Beneficiary of that Subaccount during his or her lifetime, and during that time the Trustee shall not use assets of a Subaccount for the benefit of other Beneficiaries or any Remainder Recipient. The Remainder Recipients shall have no present interest in the Subaccount until the death of the Beneficiary, and the Trustee shall consider the interests of any Remainder Recipient to be subordinate to those of the Beneficiary during his or her lifetime to the extent that the Trustee may expend any part or all of the assets of a Subaccount for the needs of the Beneficiary, to the exclusion of the interests of the Remainder Recipients.

5.2. *Joint Management and Investment of Subaccounts.* Except as otherwise provided in Section 5.3, the Trustee is authorized to pool the resources of all Subaccounts and commingle the assets held by them. Each Subaccount shall be credited with its proportionate share of the net income from the Trust Estate. For this purpose, “net income” shall mean the profits and income generated from the investment of pooled investments less losses and expenses generally attributable to administration of the Trust Estate. Each Subaccount shall be charged separately with disbursements and distributions made on behalf of a specific Primary Beneficiary or directly attributed to that Subaccount.

5.3. *Segregation of Assets Contributed in Kind.* The Board of Advisors shall have the absolute discretion to accept or reject requests to fund a Subaccount with assets in kind, and if accepted the Board of Advisors shall direct the Trustee to allocate such assets solely to the Subaccount for which the assets have been contributed. In such cases, only the Subaccount affected shall be credited or charged with its share of income, profits, gains and losses derived from such segregated assets. The Board of Advisors, in its sole discretion, shall have the right to direct the Trustee to charge a Subaccount for administrative services and expenses attributable to such segregated assets in addition to general administrative services and expenses.

5.4. *Trustee Notice and Statements.* Trustee shall provide the following statements, reports, notices and disclosures and no other statements, reporting requirements or disclosures of Trust information shall be required of Trustee. Trustee may, however, in its discretion, choose to provide more information to more individuals than is required to be provided hereunder.

5.4.1. Within sixty (60) days of the creation of any Subaccount under this Trust, Trustee shall notify Qualified Beneficiaries of any Subaccount, who have attained the age of 25 years, of the existence of the Trust and Subaccount, of the identify of the Settlor and the Sponsor, of Trustee’s name, address and telephone number, of the right of Qualified Beneficiaries to request a copy of the Master Trust Agreement and Joinder Agreement; and of the right to a Trustee’s report, if requested by the Qualified Beneficiary, so long a such notification is required under the Maine Uniform Trust Code.

5.4.2. Unless a request is unreasonable under the circumstances, Trustee shall promptly respond to a Qualified Beneficiary’s request for Trustee’s reports and other information reasonably related to the

administration of the pertinent Subaccount, so long as such notification is required under the Maine Uniform Trust Code;

5.4.3. The Trustee shall keep complete statements showing the assets, income, disbursements and other activities of each Subaccount established under this Master Trust Agreement and provide statements as follows:

5.4.3.1. During the lifetime of a Primary Beneficiary, the Trustee shall deliver, at least annually, the statements relating to a Subaccount to the Primary Beneficiary of such Subaccount or to the parent, guardian, conservator or attorney-in-fact of any minor or incompetent Primary Beneficiary.

5.4.3.2. After the death of the Primary Beneficiary, Trustee shall provide such Trust reports and information for each Subaccount as may be required by the Maine Uniform Trust Code then in effect. At this time, the Maine Uniform Trust Code mandates the Trustee to keep Qualified Beneficiaries of the Trust reasonably informed about the administration of the Subaccount of this trust that pertains to such Qualifies Beneficiary and of the material facts necessary for them to protect their interests. Further, Trustee must provide to the distributees or permissible distributees of trust income or principal, and to other Qualified Beneficiaries who request it, at least annually, and at the termination of the Trust, a report of the Trust property, liabilities, receipts and disbursements, including the source and amount of the Trustee's compensation, a listing of the Trust assets and, if feasible, their respective market values and tax bases.

5.4.3.3. The person to whom a statement is rendered hereunder shall have one year following receipt of the statement to notify the Trustee of an objection to the conduct of the trust's affairs during the period covered by the statement and, unless the person to whom the statement has been delivered notifies Trustee in writing of an objection within one year, Trustee shall be released and discharged of any liability to any beneficiary for its conduct of the Trust's affairs during the period covered by the statement, to the same effect as if a court of competent jurisdiction had entered an order allowing Trustee's account for the same period, unless a

beneficiary subsequently proves that the statement rendered under this Section 5.4.3.3 omitted material facts or contained material misstatements of facts and that the facts omitted or misstated were or should have been known to the trustee at the time the statement was rendered.

5.5. *Income Taxation of Subaccounts.* For purposes of determining any tax payable by a Subaccount, including applicable federal and state income taxes, each Subaccount shall be deemed to be a separate account as described in Section 663(c) of the Code and shall be reported to the appropriate taxing authorities as such. Each Subaccount be will debited with the cost of taxes due and payable and the cost of preparing federal, state and other governmental tax returns on behalf of the Subaccount.

5.6. *Inspection of Trust Records.* The records of any Subaccount, along with all Subaccount documentation, shall be available at all reasonable times for the inspection of the Primary Beneficiary and his or her legal representative. Unless otherwise required pursuant to Section 5.4 hereunder, the Trust shall not be required to furnish the Trust records to any individual or other party who is not the Primary Beneficiary, or who does not have the express written approval of the Primary Beneficiary to receive such information, or who is not the fiduciary or legal representative of the Primary Beneficiary. To the extent that any information contained in the records of a Subaccount is confidential under applicable federal or state law, including without limitation the Health Insurance Portability and Accountability Act of 1996, such information shall not be released to any party other than the Primary Beneficiary or his or her legal representative without written authorization of the Primary Beneficiary, or if incapacitated, the Primary Beneficiary's legal representative.

Article Six

DISTRIBUTIONS AND ASSET MANAGEMENT DURING THE LIFE OF THE PRIMARY BENEFICIARY

6.1. *Distributions on Behalf of a Primary Beneficiary.* During the life of the Primary Beneficiary, the Trustee shall use, apply or expend as much of the net income and principal of the Subaccount for the benefit of the Primary Beneficiary of the Subaccount as the Board of Advisors shall, in its sole and uncontrolled discretion, deem advisable for the care, support, comfort, welfare, education or training of the Primary Beneficiary, to supplement the benefits that the Primary Beneficiary otherwise receives or is entitled to receive as a result of his or her

disability or medical need from any federal, state or local government program, agency or department, any of which provide services or benefits to disabled or medically needy persons. The Board of Advisors may use the income and principal of the Subaccount, at its sole discretion, to provide such resources and experiences as will contribute to and make the Primary Beneficiary's life as pleasant, comfortable and happy as feasible. Nothing herein shall preclude the Board of Directors from directing the Trustee to purchase such services and items that promote the Primary Beneficiary's happiness, welfare and development, including but not limited to vacation and recreation trips away from place of residence, expenses for a traveling companion (if requested), transportation costs and entertainment expenses. Without intending to limit the foregoing, but subject to the limitations on the exercise of discretionary authority set forth in this Agreement, the following is expressly included among the categories of permissible disbursements for the benefits of each Primary Beneficiary:

6.1.1. **Reimbursements.** Reimbursement of out-of-pocket expenses incurred by any advocate or advocacy group for services rendered to or on behalf of a Primary Beneficiary.

6.1.2. **Taxes.** Payment of any tax liability of the Beneficiary attributable to any taxable income generated by income of the Trust Estate.

6.2. **Limitations on Discretionary Authority.** Except as otherwise provided herein, no income or principal of a Subaccount shall be paid or expended for the benefit of a Primary Beneficiary so long as there are sufficient funds available for the Primary Beneficiary's care, medical care, support, comfort, welfare, education and training from other sources, including federal, state and local governments, agencies and departments unless the Trustee is directed otherwise by the Board of Advisors that such distribution is in the best interests of the Primary Beneficiary. The Board of Advisors, in exercising or declining to exercise this discretionary power, shall consider any and all resources of any kind, including government benefits and entitlement, owned by or available to each Primary Beneficiary, based on information that is reasonably available to the Board of Advisors. Any net income not so paid shall be added to the principal of the Primary Beneficiary's Subaccount at the end of each fiscal year of the Trust. It is the intent under this Agreement that neither the Board of Advisors nor the Trustee shall exercise any discretionary powers herein granted in any manner which would result in the Primary Beneficiary's disqualification for federal, state or local government benefits or programs that the Primary Beneficiary may be entitled to receive on account of his or her disability or medical condition, unless the Board of Advisors instructs the Trustee that it has determined such a distribution is otherwise in the

best interests of the Primary Beneficiary, notwithstanding the consequent loss of such benefit, and other provisions of this Agreement shall be subordinate to such intent and purpose. The determination of the Board of Advisors with respect to the necessity for and the amounts of any payments to or for the benefit of any Primary Beneficiary pursuant to the terms of this Agreement concerning discretion of the Board of Advisors shall be conclusive on all persons who in any manner are interested in any Subaccount created pursuant to this Agreement.

6.3. *Manner of Distributions.* The Board of Advisors, in its sole discretion, subject to its obligation to protect a Primary Beneficiary's government of private benefits, may direct the Trustee to make any payment under the Subaccount: (a) directly to a Primary Beneficiary, (b) in any form allowed by law, (c) to any persons deemed suitable by the Board of Advisors, or (d) by direct payment of a Primary Beneficiary's expenses.

6.4. *Binding Effect of Trustee's Determinations.* The exercise or non-exercise of any discretionary power granted hereunder to the Board of Advisors and all actions taken by the Board of Advisors or by the Trustee at the direction of the Board of Advisors with respect to making distributions hereunder shall be final and binding upon all parties in interest, whether or not in being.

6.5. *Early Termination of a Subaccount.* If the net assets of a Subaccount diminishes in value to an amount that the Board of Advisors deems is less than needed to reasonably maintain the Subaccount, or if the Board of Advisors determines it has become impossible or impracticable for any other reason to carry out the intended purpose of a funded Subaccount, then the Board of Advisors, in its absolute discretion, may direct the Trustee to terminate the Subaccount and distribute its remaining net assets in any one or more of the following manners as best reflects the intentions of the Sponsor and Donor of the Subaccount: (a) to or for the benefit of the Primary Beneficiary; (b) to the Remainder Recipient; (c) to the Donor or the Donor's estate; and (d) to the Sponsor or the Sponsor's estate. If the Board of Advisors determines in good faith that none of the potential distributees described in (a) through (d) is reasonably able to receive the net assets of the Subaccount, then the Board of Advisors shall direct the Trustee to pay over the net assets of the terminated Subaccount to the Settlor to be used by the Settlor for the charitable purpose of serving the needs of disabled persons in a manner consistent with the purpose and objective of this Trust.

6.6. *Primary Beneficiary's Other Resources.* In exercising its discretionary authority under this Agreement to direct the Trustee to make payments to or for the benefit of any Primary Beneficiary from the net income or principal of a

Subaccount, the Board of Advisors may take into consideration any income or other means of care, maintenance, support or education available to such Primary Beneficiary from sources outside the Trust that may be known to the Board of Advisors. The determination of the Board of Advisors with respect to the necessity for any amounts of any payments to or for the benefit of any Primary Beneficiary pursuant to the terms of this Agreement shall be conclusive on all persons in any manner interested in any Subaccount created pursuant to this Agreement.

Article Seven

PAYMENTS AND REIMBURSEMENT

7.1. Payment of Beneficiary's Funeral and Estate Administrative Expenses.

After the death of the Primary Beneficiary, the Board of Advisors, if it deems it advisable, may direct the Trustee to pay all or any part of the deceased Primary Beneficiary's funeral and estate administrative expenses (including taxes and attorneys' fees) from his or her Subaccount, to the extent that such expenses have not otherwise been adequately provided for.

7.2. Spendthrift Provision. The interest of any person (including the designated Primary Beneficiary of a specific Subaccount and the Remainder Beneficiaries of that Subaccount) either as to income or principal, shall not be subject to attachment of capable of anticipation, alienation or in any other manner assisted or pledged or promised by such person, whether voluntary or involuntary, and shall not be reached by, or be subject to, any legal, equitable or other process, including any bankruptcy proceeding, or be subject to the interference or control of creditors or others in any way or manner.

Article Eight

DISPOSITIVE PROVISIONS AFTER DEATH OF BENEFICIARY

8.1. ***Distributions after the Death of the Primary Beneficiary.*** After the payment of the Primary Beneficiary's funeral and estate administrative expenses (including taxes and attorneys' fees) and reimbursement for income taxes, if any, as provided above, the Board of Advisors shall direct the Trustee to distribute the remainder of the Subaccount to the Remainder Recipients designated in the Joinder Agreement or in any amendment thereto accepted by the Board of Advisors. If no Remainder Recipient is designated in the Joinder Agreement, then the entire net amount of the Subaccount shall be distributed to Settlor or its successor to be used for such general charitable purposes as may be determined by its governing board.

8.2. ***Death of Primary Beneficiary Within Three Years of Establishment of Subaccount.*** If a Primary Beneficiary dies within five (5) years of the establishment of a Subaccount hereunder, the Board of Advisors shall have the right, in its sole discretion, to direct the Trustee to refund to the Donor part or all of the remaining balance in the Subaccount, less accrued fees and costs of termination.

Article Nine

BOARD OF ADVISORS

9.1. ***Duty of Board of Advisors.*** The Board of Advisors shall direct the Trustee in the undertaking of all discretionary fiduciary acts permitted or required under this Agreement.

9.2. ***Formation of Board of Advisors and Appointment to Board.*** The Settlor shall appoint a Board of Advisors of the Trust, which will consist of no fewer than three (3) individuals and no more than twelve (12) individuals who also serve on the Board of Directors of the Maine Trust for People with Disabilities, Inc. Each such appointment shall be by written notice to the appointee, and the appointee shall accept such position in writing prior to becoming a member of the Board of Advisors (hereinafter called an "Advisor"). The Board of Advisors shall take such actions as are reasonably necessary to carry out its obligations under this Agreement.

9.3. Resignation and Removal of an Advisor. An Advisor may resign by giving written notice to the Settlor's Board of Directors. An Advisor can also be removed for any reason by duly authorized vote of the Settlor's Board of Directors, in which event the Advisor shall be notified in writing of his or her removal and the effective date of the removal.

9.4. Successor Advisors. Each Successor Advisor shall be appointed by the Settlor's Board of Directors and shall have all the rights, title, powers, duties, exemptions and limitations of the original Advisors. No Successor Advisor shall be liable for any error, omission, fault or breach of duty of the Board of Advisor or any individual Advisor prior to the date of his or her becoming a successor Advisor.

9.5. Decisions of the Board of Advisors. All decisions and other actions of the Board of Advisors shall be made either by the written consent of a majority of the Advisors then serving or alternatively by majority vote of the Advisors at a meeting at which there is present a quorum (i.e., at least 50%) of the Board of Advisors. Advisors may participate in a meeting of the Board of Advisors by means of a conference telephone or similar communications equipment if all Advisors participating in the meeting can hear each other at the same time, and such participation shall constitute presence in person at the meeting.

9.6. Authority to Hire Investment Counsel and to Delegate Investment Authority. The Board of Advisors shall have the authority, if in its discretion it deems it advisable, to hire an investment advisor or investment counsel on behalf of the Trust, specifically including the right to delegate investment authority to such advisor who shall be authorized to make investments on behalf of the Trust.

9.7. Bond. No bond shall be required of any Advisor hereunder or of any successor or additional Advisor, or if a bond is required by law, no surety shall be required on such bond. The Board of Advisors may in its discretion purchase liability insurance covering claims arising from its services as Advisors hereunder. The premiums for any such coverage shall be charged as a general expense of the Trust Estate.

9.8. Indemnification of Advisors. The Board of Advisors and its individual Advisors and employees, as well as its agents' and employees' heirs, successors, assigns and personal representatives, shall be indemnified by the Trust and the Trust property against all claims, liabilities, fines or penalties against all costs and expenses (including attorney's fees and disbursements and the cost of reasonable settlements) imposed upon, asserted against or reasonably incurred thereby in

connection with or arising out of any claim, demand, action, suit, or thereby in connection with or arising out of any claim, demand, action, suit of proceeding in which he, she, or it may be involved by reason of being or having been an Advisor, whether or not he, she or it shall have continued to serve at such time of incurring such claims, liabilities, fines, penalties, costs, or expenses or at the time of being subjected to the same. However, each Advisor and his or her agents and employees (and their heirs or personal representatives) shall not be indemnified with respect to matters as to which he, she, or it shall be finally determined to have been guilty of willful misconduct in the performance of any duty as such, by a court of competent jurisdiction. This right of indemnification shall not be exclusive of or prejudicial to other rights to which an Advisor, his or her agents or employees may be entitled as a matter of law or otherwise.

Article Ten

TRUSTEE PROVISIONS

10.1. *Resignation of Trustees.* The Trustee may resign only with the approval of either the Board of Advisors or a court of competent jurisdiction in the State of Maine, provided however that the Board of Advisors shall not approve the resignation of the Trustee until a successor has been appointed to serve as the successor Trustee. Any successor Trustee shall act as such without any liability for the acts or omissions of any predecessor Trustee.

10.2. *Appointment of Trustees.* As of the date hereof, the acting Trustee of the Trust Agreement shall be the Norway Savings Bank, a State of Maine chartered banking corporation having its principal place of business at 261 Main Street, Norway, Maine 04268. Upon the resignation or removal of Trustee, Successor Trustee shall be selected by the Board of Advisors; provided however, that the Trustee of the Master Trust shall at all times hereafter be a licensed trust company, bank or other authorized fiduciary under Maine law, for the purpose of being able to provide trust services and/or related fiduciary services. If mandated by the Maine Uniform Trust Code, succeeding Trustee shall notify the Qualified Beneficiaries, who have attained the age of 25, of the acceptance and of the Trustee's name, address and telephone number within 60 days after accepting Trusteeship.

10.3. ***Board of Advisors Communications with Trustee.*** Any directions or instructions provided by the Board of Advisors to the Trustee pursuant to this Agreement shall be set forth in writing or by any other means, such as telephone or electronic means, as may be agreed to between the Board of Advisors and Trustee from time to time. Any directions or instructions provided to the Trustee by a duly authorized Advisor shall be deemed to be provided by the Board of Advisors.

10.4. ***Reliance Upon Directions from Board of Advisors.*** The Trustee shall faithfully and promptly comply with the directions it receives from the Board of Advisors relating to the Trust Estate, including without limitation the custody, deposits, distributions, withdrawals and investment of such assets. The Trustee shall be fully protected in acting upon any instrument, certificate, paper or presentation believed by Trustee to be genuine and to be signed or presented by a duly authorized Advisor or other representative of the Board of Advisors, 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.

10.5. ***Third-Party Liability.*** All persons dealing with the Trustee are released from inquiry into the decision or authority of the Trustee and from seeing to the application of any monies, securities or other properties paid or delivered to Trustee or any agent acting on its behalf.

10.6. ***Authority to Hire Corporate Custodian.*** The Trustee shall have the authority, but not the obligation, to hire a separate corporation to serve as a custodian for any asset that is part of the Trust Estate. The duties of such custodian may include the safekeeping of securities and other Trust assets, maintenance of Trust records, payment of disbursements and distributions from the Trust.

10.7. ***Rights and Powers of Successor Trustee.*** Any successor Trustee or additional Trustee appointed as provided in this Agreement shall, on such appointment, immediately succeed to all title of the prior Trustee and to all powers, rights, discretion, obligations, and immunities of a Trustee under this Agreement with the same effect as though such successor or additional Trustee were originally named as Trustee in this Agreement.

10.8. ***Bond.*** No bond shall be required of Trustee hereunder or of any successor or additional Trustee; or if a bond is required by law, no surety shall be required on such bond. The Trustee may in its discretion purchase liability insurance covering

claims arising from its services as Trustee hereunder. The premiums for any such coverage shall be charged as a general expense of the Trust Estate.

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

10.10. *Compliance with Law.* The Trustee, and any successor Trustee that is a licensed financial institution, shall comply with all applicable federal, state and local laws relating to its status as a fiduciary and custodian hereunder and shall bear the cost of such compliance.

Article Eleven

WAIVER OF POTENTIAL CONFLICT OF INTEREST

11.1. *Notice of Potential Conflicts.* Individuals executing the Joinder Agreement are aware of the following potential conflicts of interest that are connected with Trustee's administration of the Trust:

- 11.1.1. *Service Firms.*** The Settlor, Board of Advisors and Trustee may appoint service firms (including without limitation law firms and accounting firms) to act as its agent to assist in carrying out its duties hereunder. In appointing such service firms, the Settlor, Board of Advisors and Trustee may appoint a firm notwithstanding the fact that an employee or equity

owner or such firm also serves on Settlor's Board of Directors or the Board of Advisors, or that such firm has provided services in establishing or maintaining this Trust. Moreover, the Settlor, Trustee, this Trust, any Donor, Sponsor or Beneficiary specifically hereby waive any conflict of interest that may exist with respect to the law firms of Bernstein, Shur, Sawyer & Nelson, P.A. of Portland, Maine, and the law firm of Carlin & Kienitz, P.A. of Portland, Maine, or any successor law firms thereto, in also acting as legal counsel for any Donor, Sponsor, Beneficiary, the Settlor, Trustee, or this Trust.

- 11.1.2. ***Settlor as Remainder Recipient.*** The Settlor may be a Remainder Recipient of a Subaccount if so designated by the Sponsor in the Joinder Agreement and any amendment thereto accepted by the Board of Advisors.

11.2. ***Waiver of Conflicts Claims.*** Any Sponsor who executes a Joinder Agreement hereby waives any and all claims against the Settlor, Board of Advisors and Trustee on account of self-dealing, the above-listed conflicts of interest, or other conflicts of interest. The Settlor, Board of Advisors and Trustee shall not be liable to any party for any self-dealing or conflicts of interest herein disclosed.

Article Twelve

IRREVOCABILITY OF TRANSFER AND AMENDMENT OF TRUST

12.1. ***Irrevocable Transfer.*** A Sponsor or other Donor to the Trust shall not be permitted to revoke a Joinder Agreement or withdraw any funds contributed to the Trust Estate under such Agreement. A Sponsor shall have no power to amend or modify the Trust or the Joinder Agreement in any manner, except the Board of Advisors in its discretion may permit a Sponsor to change the identity of a Remainder Recipient or add or delete Remainder Recipients.

12.2. ***Amendment of Trust Agreement.*** The terms of this Agreement may be amended by the Settlor and shall become effective immediately without action or approval of any court having jurisdiction over the Trust. Notwithstanding the foregoing, the Settlor shall have no power to alter or amend the identity of any Primary Beneficiary or Remainder Recipient, except as provided above in Section 12.1; or to alter their interests in the Trust as set forth in this Agreement and the

Joinder Agreement, except as provided above in Section 12.1. Further, notwithstanding the foregoing, to the extent any amendment to this Agreement affects the duties or liability of the Trustee, such amendment (or the portion of such amendment affecting the duties or liability of the Trustee) shall not become effective until accepted in writing by the Trustee.

Article Thirteen

TRUSTEE POWERS

13.1. *General Powers.* The Trustee shall have with respect to the Trust and each Subaccount all of the powers and rights specifically granted to the Trustee herein and under the Maine Uniform Trust Code (and as the same may be amended from time to time hereafter), which Act is hereby incorporated by reference except to the extent inconsistent with a more specific direction set forth in this Agreement. The Trustee is further empowered with regard to the Trust and each Subaccount as follows:

- 13.1.1. To hold as a part of the Trust Estate, in the Trustee's discretion, any assets that shall come into its possession as a part of the Trust Estate, to retain the same permanently or for such period of time as it may elect as a part of the Trust Estate, whether or not such assets are of an income producing nature, or are of a character prescribed or permitted by law (including without limitation Section 902 of the Maine Uniform Trust Code or any other "prudent investor" rule) to be held or invested in by fiduciaries or trustees and whether or not the investment in such assets might be considered an over-concentration in one asset or in one class of asset.
- 13.1.2. To accept, as a part of the Trust Estate any assets, securities, or other properties, whether real or personal, which are approved by the Board of Advisors and which a Donor may at any time deliver to the Trustee, or which may be delivered to the Trustee under the terms of a Donor's last will and testament or any other trust agreement. In the event approved real or personal property is contributed to a Subaccount, the Trustee shall hold title in the name of the Trust, unless otherwise agreed in writing by the Trustee and the Donor of the property.

- 13.1.3. To invest or reinvest the Trust Estate, as directed by the Board of Advisors, and to alter, change and vary such investments and reinvestments from time to time as directed by the Board of Advisors. In investing and reinvesting the Trust Estate in compliance with the directions of the Board of Advisors, the Trustee shall have complete discretion and shall not be required to confine itself to such investments as are now provided or may hereafter be provided by any statute or rule of law (including without limitation 18-A M.R.S.A. Section 7-301 or any other “prudent investor” rule) for the investment of trust funds or fiduciary funds, nor shall it be required to confine itself to such investments as are usual for the investment of trust funds or fiduciary funds, but it may invest in such notes, bonds, obligations, debenture, shares of stock, either common or preferred, or in any or all of these, or in such other property, either real or personal, as it may deem advisable and as directed by the Board of Advisors.
- 13.1.4. To commingle assets held by the Trustee for individual Subaccounts and for other individual special need trusts administered by the Settlor.
- 13.1.5. To rent or lease any property that is part of the Trust Estate for such time and upon such terms and conditions as the Board of Advisors deems appropriate.
- 13.1.6. To sell and convey, either at public auction or privately, any asset of the Trust Estate, whether real or personal property, or any interest therein, or to exchange the same for other property, for such price or prices or upon such terms as the Board of Advisors deems acceptable and in the best interest of the Trust Funds and Beneficiary, and to execute and deliver any deed or deeds (with or without warranty covenants), receipts, releases, contracts, or other instruments necessary in connection therewith. No person dealing with the Trustee shall be under any obligation or liability to see to the application of any purchase money or to any other money or property loaned or delivered or transferred to the Trustee or to see that the terms and conditions of this Trust have been complied with.

- 13.1.7. To make all repairs, alterations, additions, or improvements at any time deemed necessary and proper by the Board of Advisors with respect to any real property constituting a part of the Trust Estate, and to build, construct, and complete any buildings upon such property that the Board of Advisors deems advisable and proper and for the best interests of the Trust Funds and the Beneficiaries, and to apportion the cost of such repairs and improvements between principal and income.
- 13.1.8. To vote, at the direction of the Board of Advisors, upon all securities contained in the Trust Estate, either in person or by proxy, general or restricted, and to become a party to any stockholders' agreements deemed advisable by the Board of Advisors in connection with such securities.
- 13.1.9. To consent, at the direction of the Board of Advisors, to the reorganization, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company, or association, or to the sale, mortgage, or lease of the property thereof or any part thereof, any of the securities or other property of which may at the time be held as a part of the Trust Estate, and to do any act and to exercise any power with reference thereto that may be legally exercised by any persons owning similar property in their own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender, or exchange of securities, the entrance into voting trusts, and the making of agreements or subscriptions which the Board of Advisors may deem necessary or advisable in connection therewith, all without applying to any court for permission so to do, and to hold and redeem or sell or otherwise dispose of any securities or other property which they may so acquire.
- 13.1.10. To compromise, settle, arbitrate, or defend any claim or demand, at the direction of the Board of Advisors, in favor of any bonds, mortgages, security agreements, or other obligations or liens held hereunder; and to enter into such contracts and agreements and to make such compromises or settlements of debts, claims, or controversies as the Board of Advisors may deem necessary or advisable; or to abandon

any claim that the Board of Advisors deems not worth pursuing.

- 13.1.11. To act hereunder through an agent or attorney in fact, by and under power of attorney duly executed by the Trustee, in carrying out any of the powers and duties herein authorized.
- 13.1.12. To borrow money, at the direction of the Board of Advisors, for any purposes of the Trust Estate or incidental to the administration thereof upon the bond or promissory note as Trustee, and to secure the repayment thereof by mortgaging, creating a security interest in, or pledging or otherwise encumbering any part or all of the property of the Trust Estate, and, with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability, all of which acts may be done without incurring any personal liability on the Trustee.
- 13.1.13. To implement, at the direction of the Board of Advisors, any division or distribution required under the terms of this Agreement in kind or in money, or partly in kind and partly in money, pro rata or non pro rata.
- 13.1.14. To hold, at the direction of the Board of Advisors, any securities contained in the Trust Estate even after default in the payment of interest or dividends thereon.
- 13.1.15. Except as otherwise specifically provided in this Agreement, the Board of Advisors shall have full power and authority to determine, in its discretion, and to direct the Trustee, in accordance with generally accepted accounting principles, what shall constitute principal of the Trust Estate or any Subaccount, gross income from the Trust Estate or any Subaccount, and net income of the Trust Estate or any Subaccount distributable under the terms of this Agreement. The determination by the Board of Advisors as to what constitutes principal, gross income, or net income of the Trust Estate or of any Subaccount shall be conclusive and binding on the Trustee and all other persons who are in any manner interested in any Subaccount created pursuant to this

Agreement. In making any such adjustment between income and principal, the board of the Advisors shall have absolute discretion to direct the Trustee to favor the interest of the Beneficiary over the interest of any Remainder Recipients, as provided in Section 5.1.

- 13.1.16. To provide, at the direction of the Board of Advisors, for the payment of the legal representatives of a Beneficiary (including without limitation Beneficiary's guardians, guardians ad litem and conservators), attorneys, psychologists, or any other expenses involved in the process of appointing or removing guardians for any Beneficiary of any Trust Fund.
- 13.1.17. To transfer or merge, at the direction of the Board of Advisors, the assets of a Subaccount to or into another trust fund, whether such is part of this Trust or another trust, if the Board of Advisors determines such transfer or merger is for the benefit of the same Beneficiary and has substantially the same purpose as this Trust as a Supplemental Needs trust.
- 13.1.18. To make loans to or for the benefit of a Beneficiary, at the direction of the Board of Advisors, from a Subaccount established for that Beneficiary.
- 13.1.19. All property taxes, assessments, fees, charges and other expenses incurred by the Trustee in the administration or protection of the trusts created by the Agreement, unless directly attributable to a specific Subaccount, shall be charged as general expenses of administration and shall be paid by the Trustee, at the direction of the Board of Advisors, prior to allocation of net income to any of the Subaccounts or out of the principal of the Subaccounts or partially out of the principal and partially out of the income in such manner and proportions as the Trustee, at the direction of the Board of Advisors, may deem to be advisable.
- 13.1.20. To pay over any money or property distributable to a remainder beneficiary who has not attained the age of majority or who, in the sole discretion of the Board of

Advisors, is under any other disability (whether or not the disability has been adjudicated), in any of the following ways:

- 13.1.20.1. By delivering the property to the person's guardian, the conservator of the person's estate or to any other person having the care and custody of the person or of the person's property;
- 13.1.20.2. By paying directly to the person such sums as the Board of Advisors considers advisable in light of all the circumstances;
- 13.1.20.3. If the person has not attained the age of 21 years, by delivering the property to a custodian for the person under any Uniform Gifts to Minors Act or any Uniform Transfers to Minors Act, in which case the Trustee may select any individual or institution to serve as custodian for the person under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act or any similar law of any jurisdiction, whether or not any other custodian is then serving; and
- 13.1.20.4. By applying all or any portion of the property directly for the person's benefit in such manner as the Board of Advisors, in its absolute discretion, considers advisable.

Any delivery or application of property made by a Trustee in a manner permitted under this Section 13.1.20. shall discharge the Settlor, Board of Advisors, and the Trustee of any liability for the value of the property delivered or applied whether or not the Trustee obtains a receipt.

- 13.1.21. To manage real property in such manner as the Board of Advisors directs the Trustee, in its sole discretion, and to collect rents, to pay all carry charges and to make such repairs as Board of Advisors shall direct the Trustee.
- 13.1.22. To employ, in the exercise of the sole discretion of the Board of Advisors, educational consultants, disabilities consultants, social workers, psychologists, nurses, physicians, investment counsel, custodians of estate property, brokers, accountants,

financial planners, attorneys, clerical or bookkeeping assistants, and other vendors, agents, consultants, attorneys, and other employees, irrespective of whether any person so employed shall be a Trustee hereunder or a partner, affiliate, stockholder, officer of the Trustee, and to allocate compensation and other expenses pro rata among the Subaccounts of Beneficiaries; to pay the customary compensation for such services out of principal or income, as may be deemed advisable by the Board of Advisors; to employ one or more agents to perform any act of administration, whether or not discretionary, instead of acting personally; to act without independent investigation upon their recommendations. The Trustee shall not be liable for any neglect, omission or wrongdoing of any such consultants, advisors, counsel agents, etc.; and each such payment shall be allocated to the Subaccounts in proportion to their relative values or in any other manner deemed appropriate by the Board of Advisors, unless directly attributable to a specific Subaccount. The Trustee shall be entitled to reimbursement for expenses and compensation in accordance with such written agreement as may be made between the Board of Advisors and the acting Trustee from time to time.

- 13.1.23. To pay over an amount or amounts of any Subaccount to state and federal tax authorities, representing the income tax liability of any person resulting from the attribution of the income of the Trust; in addition, the Trustee shall, upon request of the legal representative of the estate of any person approved by the Board of Advisors, pay the amount from the Trust to state and federal tax authorities, as applicable, which represents the estate tax liability on said estate, taking into account all deductions and exemptions available to the taxpayer, attributable to inclusion of the Trust in the said estate; to pay other expenses incurred in the collection, care, administration and protection of the Trust.
- 13.1.24. To abandon any property which the Trustee shall determine to be worthless.
- 13.1.25. To invest in non-income producing assets, and in housing owned by the Trust or jointly with one or more persons.

- 13.1.26. To allow temporary possession and use of available personal property held by the Trustee for the personal use by a Beneficiary or for the benefit of a Beneficiary without requiring any payment therefore.
- 13.1.27. To make and execute all instruments necessary and proper in order to carry out the powers conferred upon the Trustee herein.

Article Fourteen

SETTLOR POWERS

14.1. ***Settlor's Powers.*** The Settlor may authorize any duly constituted committee or subcommittee of the Settlor's Board of Directors, including without limitation the Board of Advisors, to exercise any rights and to fulfill all obligations of the Settlor hereunder, including without limitation the Settlor's reserved power to amend this Agreement. In undertaking any such act, the authorized committee's or subcommittee's actions shall be deemed to be the act of the Settlor and to be binding on all parties who have an interest in this Trust.

Article Fifteen

MISCELLANEOUS PROVISIONS

15.1. ***Trust Situs.*** The Trust created by this Agreement has been accepted by the Trustee in the State of Maine and will be initially administered in the State of Maine. The laws of the State of Maine shall govern the validity, construction and all rights under this Agreement.

15.2. ***Invalidity of a Trust 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.

15.3. ***Duration of Trust.*** The Trust created herein shall continue in existence indefinitely until terminated in accordance with the provisions of this Agreement, as the same may be amended hereafter, or by the final unappealable order of a court of competent jurisdiction over this Trust. The rule against perpetuities shall not apply to any trust created herein as provided under 33 M.R.S.A. Section 101-A, as the same may be amended. The provisions of this Trust, and specifically

Article Nine (Board of Advisors), Article Thirteen (Trustee Powers) and Article Fourteen (Settlor Powers), shall be constructed to grant to the Trustee and any other fiduciary of this Trust all powers stated in 33 M.R.S.A. Section 101-A(b) that are required to result in non-application of the rule against perpetuities.

15.4. **Headings.** Headings in this Agreement are inserted solely for convenience of reference and will neither constitute a part of this Agreement nor affect its meaning, construction or intent.

[Remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, and intending to be legally bound, the Settlor and the Trustee have executed this instrument.

Witness

Kathleen L. Giffith

SETTLOR:

Maine Trust for People with Disabilities, Inc.

By: James A. Houle
James A. Houle, as President
Maine Trust for People with Disabilities, Inc.

Witness

Joseph Schumacher

TRUSTEE:

Norway Savings Bank

By: Lisa M. Ridout
Title: Senior Vice President

STATE OF MAINE
CUMBERLAND, ss.

July 21, 2005

The foregoing instrument was acknowledged before me this 21st day of July, 2005, by JAMES A. HOULE, President of Maine Trust for People with Disabilities, Inc., a non-profit corporation, on behalf of the corporation in his said capacity.

BORAH A.P. HOLBROOK
Notary Public, Maine
My Commission Expires August 2, 2011

Before me,

Borah A.P. Holbrook
Notary Public/Attorney at Law
Print Name:

STATE OF MAINE
CUMBERLAND, ss.

July 21, 2005

The foregoing instrument was acknowledged before me this 21st day of July, 2005, by Lisa M. Ridout, the SVP of Norway Savings, Bank, a Maine banking corporation, on behalf of the corporation in his/her said capacity.

Before me,

Dana M. Burt
Notary Public/Attorney at Law
Notary Public, Maine
My Commission Expires August 3, 2011
Print Name:

IN WITNESS WHEREOF, and intending to be legally bound, the Settlor and the Trustee have executed this instrument.

Witness

SETTLOR:

Maine Trust for People with Disabilities, Inc.

Kathleen L. Gifford

By: James A. Houle
James A. Houle, as President
Maine Trust for People with Disabilities, Inc.

Witness

TRUSTEE:

Norway Savings Bank

Joseph C. Schumacher

By: Lisa M. Ricketts
Title: Senior Vice President

STATE OF MAINE
CUMBERLAND, ss.

July 21, 2005

The foregoing instrument was acknowledged before me this 21st day of July, 2005, by JAMES A. HOULE, President of Maine Trust for People with Disabilities, Inc., a non-profit corporation, on behalf of the corporation in his said capacity.

Before me,

Deborah A. P. Holbrook
~~Notary Public~~/Attorney at Law

Print Name:

STATE OF MAINE
CUMBERLAND, ss.

July 21, 2005

The foregoing instrument was acknowledged before me this 21st day of July, 2005, by Lisa M. Ricketts the SVP of Norway Savings, Bank, a Maine banking corporation, on behalf of the corporation in his/her said capacity.

Before me,

Dana M. Tait

Notary Public/Attorney at Law

Print Name:

DANA M. TAIT
Notary Public, Maine
My Commission Expires August 3, 2011