

The Arc of Bristol County Pooled Trust

This master pooled trust agreement ("Agreement") is made this 23rd day of December, 2013, by and between The Arc of Bristol County, Inc., as Settlor, and Bristol County Savings Bank, Taunton, Massachusetts as Financial Trustee. In addition to its role as Settlor of this Trust, The Arc of Bristol County, Inc. shall serve as the Managing Trustee of the Trust, in accordance with the terms of this Agreement.

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 Arc of Bristol County, Inc., a Massachusetts non-profit corporation, intends to establish and manage a master pooled trust (the "Trust") for the convenience of individual grantors ("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 Arc of Bristol County, Inc. and that incorporates this Agreement by reference; and

WHEREAS, The Arc of Bristol County, Inc. has transferred to the Financial Trustee the assets listed on Schedule A attached hereto and wishes to establish the Trust solely to further The Arc of Bristol County, Inc.'s program to provide benefits for persons with disabilities, as provided by this Agreement;

NOW, THEREFORE, IT IS AGREED that The Arc of Bristol County Pooled Trust is hereby established and that the Managing and Financial Trustees shall receive, administer, and disburse assets of the Trust as set forth in this Agreement.

Article I. Name of the Trust. This trust shall be known as The Arc of Bristol County Pooled Trust, hereinafter referred to as "the Trust."

Article II. Legal Authority. The Trust is intended to qualify as a pooled trust under 42 U.S.C. § 1396p(d)(4)(C), as may be amended from time to time, for the benefit of individuals with disabilities. The terms of the Trust shall be interpreted and administered in a manner which is consistent with this intent. Furthermore, the powers and discretions of the Trustees hereunder shall not be exercised or exercisable, with respect to and during the life of each beneficiary, except in a manner consistent with this intent.

Article III. Purposes of the Trust. The Trust is established to provide for the orderly management, investment and distribution of assets that are pooled for purposes of investment and management, but which are held in separate sub-accounts for the benefit of individuals with disabilities, for the purpose of helping each beneficiary achieve his or her highest potential as a human being and otherwise to enhance the quality of his or her life. Toward these goals, the Trust shall be used in ways that will best enable the beneficiary to lead as normal, comfortable, dignified and fulfilling a life as possible.

Article IV. Beneficiaries. The sole beneficiaries of the Trust shall be individuals with disabilities with assets assigned to sub-accounts in accordance with the provisions of this Trust.

Article V. Distributions During The Beneficiary's Lifetime.

A. Beneficiary Distribution Plan. The Managing Trustee shall develop a written plan (hereafter "Beneficiary Distribution Plan") with respect to each Beneficiary, in consultation with the beneficiary to the extent feasible, and with his or her family and relevant public and private agencies, to help ensure the appropriate utilization of the Trust for his or her specific benefit. The Managing Trustee shall review the Beneficiary Distribution Plan not less often than annually, and modify it as necessary to ensure that it remains appropriate for the Beneficiary's needs.

B. Distributions. The Financial Trustee shall pay or apply for the benefit of each Beneficiary such amounts from the principal or income, or both, of the Beneficiary's sub-account, up to the whole thereof, for the Beneficiary's comfort, well-being and dignity, as the Managing Trustee shall direct, in implementation of the Beneficiary Distribution Plan established and maintained by the Managing Trustee. In the absence of such direction, the Financial Trustee shall pay or apply for the benefit of each Beneficiary such amounts from the principal or income, or both, of the Beneficiary's sub-account, up to the whole thereof, as the Financial Trustee may from time to time deem advisable for the Beneficiary's comfort, well-being and dignity, in implementation of the Beneficiary Distribution Plan established and maintained by the Managing Trustee.

C. Discretionary Trust. The sub-accounts established for each Beneficiary are not intended to be support trusts, and shall not be so interpreted by any party or, to the maximum extent permitted by law, by any court, governmental or administrative agency.

D. Discretionary Factors. In exercising its discretion over distributions, the Managing Trustee and Financial Trustee shall take into account the following: (1) the Beneficiary's own assets, income and earning capacity, (2) the services and benefits to which the Beneficiary may from time to time be entitled, (3) the complexity of the Beneficiary's current special needs for health, educational, residential, social and other services, (4) the current and likely future gaps in public services for individuals with

disabilities, and (5) the uncertainty of the Beneficiary's future needs. The making and the amount of any payment from the Trust shall be totally and solely within the discretion of the Managing Trustee and the Financial Trustee. Neither the Beneficiary nor any person acting on behalf of the Beneficiary as guardian, conservator, guardian ad litem, attorney, or agent, except for the Managing Trustee and the Financial Trustee alone, shall have any right, power or authority to liquidate the Trust, in whole or in part, or to require payments from the Trust for any purpose. Any income not distributed shall be added to principal.

E. Form of Disbursements. The Financial Trustee, at the Managing Trustee's direction or in the absence of such direction in its sole discretion, may make any payments or disbursements under the Trust (a) directly to a Beneficiary, (b) in any form allowed by law, (c) to any person deemed suitable by the Managing or Financial Trustee, or (d) by direct payment of a Beneficiary's expenses.

F. Examples of Special Needs. The following examples shall illustrate the types of special needs for which the Settlor, and the Grantors, intend distributions to be made. This illustrative list is not intended to be exhaustive, but to guide the Managing Trustee's and Financial Trustee's discretion in administering this trust:

1. health and dental treatment and equipment for which there are not funds otherwise available,
2. rehabilitative and occupational therapy services or medical procedures even though not medically necessary or life saving,
3. medical insurance premiums,
4. supplemental nursing care,
5. supplemental dietary needs,
6. eye glasses,
7. travel and entertainment, including assistance necessitated by the beneficiary's disability,
8. private case management,
9. cultural experiences,
10. payment of third party travel expenses which are necessary in order for the trust beneficiary to obtain medical treatment,
11. payment of third party travel expenses to visit a trust beneficiary who resides in an institution, nursing home, or other long-term care facility (e.g., group homes and assisted living

facilities) or other supported living arrangement in which a non-family member or entity is being paid to provide or oversee the individual's living arrangement; the travel must be for the purpose of ensuring the safety and/or medical well-being of the individual,

12. vacations, movies, or other recreational or leisure experiences that contribute to the Beneficiary's quality of life,

13. differentials in cost between housing and shelter for shared and private rooms in institutional and other settings,

14. telephone service, television and cable equipment and service, radios or stereos,

15. programs of training and education, reading and educational materials,

16. computer or other electronic equipment that contributes to the Beneficiary's quality of life,

17. and any other items listed by the Grantor on the Joinder Agreement.

G. Government Assistance. To achieve the expressed purpose and objective of this Trust, the Managing Trustee will seek to preserve and enhance Government Assistance that would otherwise be available to a Beneficiary. "Government Assistance" shall mean all services, medical care, benefits and financial assistance that may be provided by any local, state, or federal agency, or private organization, to or on behalf of a Beneficiary. Government Assistance benefits include but are not limited to the Supplemental Security Income (SSI) program, the Old Age Survivor and Disability Insurance (OASDI) program, the Social Security Disability Insurance (SSDI) program, and the Medicaid program (known as "MassHealth" in Massachusetts), together with any additional, similar, or successor public programs. Government Assistance services include, but are not limited to, the services of the Massachusetts Department of Mental Health and Department of Developmental Services, local or regional mental health and developmental delay agencies, and other state, county, or city programs to benefit persons with disabilities, together with any additional, similar, or successor public programs.

H. Sub-Accounts of the 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. 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. Each sub-account shall be treated as a non-grantor trust for income tax purposes pursuant to the rules and regulations promulgated under I.R.C. §671 *et seq.*, unless grantor trust rules apply.

Generally, a sub-account will be treated as a grantor trust if the Beneficiary himself or herself, his or her 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 the provisions of Article VIII.C. of this trust.

I. 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 disbursement from the Trust.

J. Early Termination In the event of early termination of a sub-account during the lifetime of a Beneficiary, the Managing Trustee may first pay any taxes due from the trust to any state or to the federal government due to the termination of the sub-account and may also pay any reasonable fees and administrative expenses associated with the termination of the sub-account. In accordance with controlling federal law (as currently embodied at SSA POMS SI 01120.199.F, and as amended or revised in future), in the event of early termination of a sub-account during the lifetime of a Beneficiary, the Trust shall not retain any remainder share as provided in Article XIV.A of this instrument. Prior to early termination, after payment of any administrative expenses listed above, the Managing Trustee shall notify each state from which the Managing Trustee believes a Beneficiary has received Medical Assistance and pay any valid claims asserted by any such state, pursuant to the terms of Article XIV of this instrument as though the beneficiary were deceased. In the event any funds remain in the sub-account after the payment of any such administrative expenses and claims for Medical Assistance, the Managing Trustee shall distribute such remaining funds to the Beneficiary and shall ensure that no entity other than the Beneficiary may benefit from early termination.

K. Transfer to Another Pooled Trust The Managing Trustee may, in the Managing Trustee's sole and absolute discretion, distribute the balance of a pooled trust sub-account to the trustee of another qualifying Medicaid pooled trust operating pursuant to 42 U.S.C. §1396p(d)(4)(C). In accordance with controlling federal law (as currently embodied at SSA POMS SI 01120.199.F), no payment to a state in reimbursement for medical assistance paid on behalf of a beneficiary shall be required upon such transfer, and the distributing Trust shall not retain any remainder share as provided in Article XIV.A. of this instrument. Prior to such

transfer, the Managing Trustee may pay any state and federal taxes due to the termination of such account, as well as the reasonable fees and administrative expenses attributable to the sub-account's transfer. The transfer of a sub-account to the trustee of another Medicaid pooled trust operating pursuant to 42 U.S.C. §1396(d)(4)C shall operate as a complete release and discharge of the Managing Trustee from any and all liability for the administration of the sub-account.

Article VI. Trust Funding And Effective Date

A. Initial Funding. The Arc of Bristol County, Inc. as Settlor shall initially fund this Trust with a lump sum payment of Five Dollars and No Cents (\$5.00), as set forth on Schedule A attached hereto. The Arc of Bristol County, Inc. hereby assigns, conveys, transfers and delivers the above-described funds to the Financial Trustee as of the day and year first written above.

B. Trust Estate. The Trust estate shall consist of the initial cash contribution by The Arc of Bristol County, Inc. and any additional contributions made to the Trust estate at any time by any Grantor in accordance with the provisions of this Agreement.

C. Effective Date. This Trust is established by The Arc of Bristol County, Inc. 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 or by a court order, (b) execution of the Joinder Agreement by the Managing Trustee, and (c) Grantor's delivery to the Financial Trustee, and the Financial Trustee's acceptance of, assets. Grantors' contributions are discussed further in Article VII, below.

Article VII. Grantors' Contributions

A. Trust Is Irrevocable Upon Acceptance of Assets by Financial Trustee. Upon delivery to and acceptance by the Financial Trustee of assets acceptable to the Financial 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.

B. Assets Designated for Future Transfer. Assets or interests in assets can be designated for future transfer by a third party as a contribution. Such designation may be revocable and can be revoked by the third party as to such assets at any time during that third party's life and continued capacity to revoke, upon prior written notice from the third party to the

Managing Trustee. Examples of such contributions include a policy of life insurance on a third party's life in which the Trust is designated as a beneficiary, or the Trust being named as a beneficiary of any future interest in assets, such as that which would pass under the terms of a third party's last will.

Article VIII. Administrative Provisions

A. Sub-accounts. A separate Trust sub-account shall be maintained for each Beneficiary, but, for purposes of investment and management of funds, the Financial Trustee shall pool these Trust sub-accounts. The Financial Trustee, or the Managing Trustee, or their 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.

B. Fees and expenses. The fees and expenses associated with each sub-account shall be charged in the manner described in this Agreement in Article IX.E and F.

C. 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 Financial 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, disbursements and distributions to or from such Trust sub-account during the previous calendar year. In addition, with respect to each sub-account where the beneficiary either is or has been a recipient of Massachusetts Medicaid benefits (currently known as "MassHealth" and administered by the MassHealth agency), the Managing Trustee shall send a copy of the accounting by regular mail to MassHealth or to the successor agency administering the Massachusetts Medicaid program and, if applicable, to the Medicaid agency of any other state providing Medicaid benefits to the beneficiary. The Financial Trustee or their agents shall also cause to be prepared on behalf of each sub-account appropriate federal income tax returns, all of the costs and expenses of which shall be charged to each sub-account in accordance with the actual time and expense incurred for the preparation of such tax returns for that particular sub-account. The federal income tax return for any sub-account that is treated as a grantor trust shall be an informational return only. Such informational return shall report to the Internal Revenue Service all allocable income, gains, or losses which are required to be reported on the Grantor's federal income tax return. Any sub-account which is not a grantor trust will file its own federal income tax return and any taxes assessed against the income of the sub-account shall be paid from and out of the sub-account assets and properties. The Grantor, by execution of the Joinder Agreement, indemnifies the Managing Trustee and the Financial Trustee from any and all claims for income tax liabilities attributable to his or her sub-account which is taxed as a grantor trust under the rules of the

Internal Revenue Code. The Beneficiary or his or her Primary Representative shall be responsible for preparing and filing the annual income tax returns for the Beneficiary which are applicable to any income of the sub-account passed through and taxable directly to a beneficiary under the rules and regulations of the Internal Revenue Code.

D. 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 Financial 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.

Article IX. Managing Trustee.

A. Managing Trustee of Trust. In addition to its role as Settlor of this Trust, The Arc of Bristol County, Inc. shall initially be the Managing Trustee of the Trust. The Managing Trustee, whether The Arc of Bristol County, Inc. or a successor Managing Trustee as provided by Article IX.D., shall manage the Trust, as required by 42 U.S.C. § 1396p(d)(4)(C), and shall perform such acts and duties as set forth in this Agreement, and otherwise as the Managing Trustee and the Financial Trustee shall mutually agree. The Managing Trustee shall have full power and authority in its absolute discretion, without recourse to any court or any notice whatsoever, to do all acts and things necessary to accomplish the purposes of this Trust, and to perform the Managing Trustee's duties as such, and to do such other acts or things concerning the Trust as may be advisable.

B. The Managing Trustee May Seek Other Resources. The Managing Trustee may seek the advice and assistance of the Grantor, the Beneficiary, the Primary Representative, any Guardian or Conservator of a Beneficiary, or others, including any federal, state and local agencies that are established to assist persons with disabilities. The Managing Trustee may use available resources to assist in identifying programs that may be of legal, social, financial, developmental, or other assistance to Beneficiaries.

C. The Managing Trustee Not Liable for Failure to Identify Resources. The Managing Trustee shall not, in any event, be liable to any Beneficiary for failure to identify all 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 Managing Trustee will not in any event be liable for any loss of benefits as long as the Managing Trustee acts in good faith.

D. Appointment of Successor Managing Trustee. The Arc of Bristol County, Inc. may designate another non-profit corporation that meets the requirements of Internal Revenue Code § 501(c)(3) as a successor Managing Trustee of the Trust. In the event that The Arc of Bristol County, Inc. names a successor Managing Trustee, then that successor shall succeed to all the rights, powers, and privileges accorded The Arc of Bristol County, Inc. as Managing Trustee of the Trust, including the right to name a successor Managing Trustee. Such successor Managing Trustee will advise the Financial Trustee pursuant to terms of this Agreement and shall manage the Trust as required by 42 U.S.C. § 1396p(d)(4)(C).

E. Fees Paid to the Managing Trustee. The Managing Trustee shall charge reasonable fees to each sub-account for Financial Trustee and Managing Trustee fees as provided in a Schedule to be provided to each Beneficiary at the time of enrollment in the trust and annually thereafter. Unless the fees are paid by a Grantor, they shall be charged against the funds in the applicable Beneficiary sub-account on a quarterly or monthly basis. The Managing Trustee may from time to time establish or amend the schedule of fees applicable to existing and new sub-accounts upon written notice to each Grantor while such Grantor is living and not incapacitated and thereafter to each Beneficiary (or to his or her Primary Representative). For purposes of this Article, the term "incapacitated" shall mean physically or mentally incapable of reviewing the accounting of the Beneficiary's sub-account. The determination of whether a Grantor is mentally or physically incapable of reviewing the accounting of the Beneficiary's sub-account shall be made by an attending physician who is not related to the patient or any family member. Any such determination shall be final and binding on all persons interested or relying thereon. 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.

F. Fees Paid to the Financial Trustee. From its fee, and any other funds available to it, the Managing Trustee shall pay the Financial Trustee's fee.

Article X. Trustee Provisions

A. Financial Trustee Reliance on Managing Trustee. The Financial Trustee shall be authorized to rely on the Managing Trustee's directions.

B. Resignation or Removal. The Financial Trustee may be removed without cause by the Managing Trustee at any time upon giving ninety (90) days advance notice to the Financial Trustee. The Financial Trustee may resign for any reason, at any time, provided that the Financial Trustee gives ninety (90) days' advance notice to the Managing Trustee of its intention to resign. No court approval is required for the Financial Trustee's removal or resignation. If both the Managing Trustee and the Financial Trustee agree, the notice requirement may be waived or reduced.

C. Successor Financial Trustee. If the Financial Trustee resigns or is removed, the Managing Trustee shall select and appoint a successor Financial Trustee. The successor Financial Trustee must be a bank or trust company doing business in the State of Massachusetts. If the Managing Trustee does not appoint a Successor Trustee within sixty (60) days after removing a Financial Trustee or within sixty (60) days after receiving notice of the Financial Trustee's intent to resign, a successor Financial Trustee shall be selected and appointed by a court of competent jurisdiction in Massachusetts. Any successor Financial Trustee shall act as such without any liability for the acts or omissions of any predecessor Financial Trustee. Any corporation that shall succeed (by purchase, merger, consolidation or otherwise) to all or the greater part of the assets of any corporate Financial Trustee shall succeed to all the rights, duties and powers of such corporate Financial Trustee as Financial Trustee of this Trust.

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

E. No Bond Required. The Managing and Financial Trustees shall not be required to furnish any bond for the faithful performance of the trustees' duties. If a bond is required by any law or court of competent jurisdiction, no surety shall be required on such bond.

F. Financial Trustee Compensation. The Financial Trustee shall be entitled to reasonable compensation, commensurate with the services actually performed, and as from time to time agreed to by the Managing Trustee.

G. 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 Managing 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.

Article XI. Indemnification

A. Acknowledgement of Grantors. As evidenced by Grantors' execution of the Joinder Agreement, Grantors acknowledge that the Financial Trustee is a financial institution and is not licensed or skilled in the field of social services. The Financial Trustee may conclusively rely upon the Managing Trustee to identify programs that may be of social, financial, developmental or other assistance to Beneficiaries. The Financial Trustee, its agents and employees, as well as its agents' and employees' heirs and

legal and personal representatives shall not in any event be liable to any Grantor or Beneficiary or any other party for its acts as Financial Trustee so long as the Financial Trustee acts in good faith.

B. Scope of Indemnification. The Financial Trustee, The Arc of Bristol County, Inc., the Managing Trustee and each of their respective agents, employees, officers, and directors as well as their heirs, successors, assigns, and personal representatives of such parties shall be and hereby are indemnified by the Trust and the Trust assets against all claims, demands, liabilities, fines, or penalties and against all costs and expenses (including attorney's fees and disbursements and the cost of reasonable settlements) and expressly including claims for the negligence of the indemnified parties and their agents, employees, officers and directors, imposed upon, asserted against or reasonably incurred thereby in connection with or arising out of any claim, demand, action, suit, or proceeding in which he, she, or it may be involved by reason of being or having been a Financial Trustee or Managing Trustee, whether or not he, she, or it shall have continued to serve as such at the time of incurring such claims, demands, liabilities, fines, penalties, costs, or expenses or at the time of being subjected to the same. This right of indemnification shall not be exclusive of, or prejudicial to, other rights to which the Financial Trustee, The Arc of Bristol County, Inc., the Managing Trustee and their respective agents or employees may be entitled as a matter of law or otherwise.

C. Limits On Indemnification. The Financial Trustee, The Arc of Bristol County, Inc., the Managing Trustee, and their respective 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 or gross negligence in the performance of any duty as such, by a court of competent jurisdiction.

Article XII. Powers of Trustees. Except to the extent specifically limited by other provisions of this instrument, the trustees, in addition to and not in limitation of common law and statutory powers, shall have and may exercise the following powers, without resort to, or order or license of, any court:

- A. To pool Trust property for investment and management purposes;
- B. To retain, invest and reinvest in real and personal property, including, without limitation, stocks, bonds, notes, mortgages, mutual funds, partnership interests and common trust funds, as the trustees shall determine, provided, however, that the trustees shall invest only in property authorized by law, and with due regard to the principles of diversification;

C. To sell, lease, or give options to purchase any property of the trust, real or personal, at public or private sale, for such adequate consideration and upon such terms (including credit) as the trustees shall determine;

D. To determine how all stock and cash dividends, rights and other receipts, and all disbursements for whatever purpose, shall be credited to, charged to, or apportioned between principal and income; to determine whether any discounts shall be accumulated; and to determine whether to add to principal any portion of dividends received on wasting investments and interest received on bonds purchased at a premium;

E. To vote, in person or by general or limited proxy, or to refrain from voting, any shares of stock held in the trust;

F. To borrow money, with or without security, for any purpose of the Trust, on such reasonable terms as the trustees shall deem appropriate, and to mortgage or pledge property of the trust for the purpose of securing any loan;

G. To manage real property in such manner as the trustees shall deem best, to collect rents, to pay all carrying charges and to make such repairs as the trustees shall deem necessary;

H. To lend money to any beneficiary who at the time of the loan is entitled or eligible to receive distributions of income or principal from the trust, on such terms and at such rate of interest (or without interest) as the trustees shall deem appropriate;

I. To hold any asset of the trust in bearer form or in the name of a nominee, without indication of fiduciary capacity, and to deposit securities in a securities depository within or outside of Massachusetts;

J. To pay over any money or property distributable to a contingent beneficiary who is under the age of eighteen years, in any one or more of the following ways: directly to the beneficiary, to the beneficiary's legally appointed guardian or conservator, to a parent of the beneficiary, to a custodian of a minor beneficiary under the Massachusetts Uniform Transfers to Minors Act or a similar act of another jurisdiction, or by applying such amount for the benefit of the beneficiary; and the receipt of the person to whom such money or property is paid shall be a full and complete discharge to the trustees. The trustees may also hold any property payable to such a beneficiary in continuing trust under the terms of this instrument, retaining legal title to the property and paying trust income and principal to the beneficiary for his or her health, education, support and well-being until the beneficiary attains the age of eighteen years or sooner dies, and then paying the remaining trust property to the beneficiary if he or she is then living or otherwise to his or her estate;

K. To pay over any money or property distributable to a contingent beneficiary determined in the sole discretion of the trustees to be incapable by reason of physical or mental impairment of either managing his or her financial affairs or engaging in substantial gainful activity in any one or more of the following ways: directly to said person, to said person's legally appointed guardian or conservator; or to any other person selected by the Trustee to receive property for the said person; and the receipt of the person to whom such money or property is paid shall be a full and complete discharge to the trustees. The trustees may also hold any property payable to said beneficiary as a vested trust for said person, retaining legal title to the property and paying to said person or applying on his or her behalf so much and only so much of the trust income and principal as the trustees in the trustees' sole discretion determines is required to meet said person's needs pertaining to health, education, support and well-being, taking into account the beneficiary's income, resources and entitlements from other sources; and provided, further, that the trustees shall distribute the remainder to the said beneficiary, outright and free of all trust, upon the cessation of the beneficiary's incapacity or upon his or her sooner death, upon which occurrence the trustees shall pay the remaining trust property to the beneficiary's estate;

L. To pay, compromise, settle, or otherwise adjust any claims, including taxes, asserted in favor of or against the trust property, the trustees, or any beneficiary account; or to abandon any claim which the trustees shall not deem worth pursuing;

M. To employ social workers, psychologists, psychiatrists, nurses, physicians, brokers, attorneys, investment advisors, tax advisors, accountants, custodians and other agents and advisors, for the purpose of enhancing the capacity of the Trust to serve its purposes on behalf of its beneficiaries; to pay them reasonable compensation; and to allocate compensation and other expenses pro rata among the beneficiaries' sub-accounts;

N. To pay an amount or amounts of any beneficiary account 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 trustees shall, upon request of the legal representative of the estate of any person, 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;

O. To maintain such reserves as the trustees shall deem proper for expenses, taxes, depreciation, and other liabilities of the Trust;

P. To make distributions in cash or in kind (including non pro rata distributions and distributions of undivided interests in property), at such

values as the trustees shall determine and without the necessity of equalizing the cost basis of assets distributed to each beneficiary;

Q. To abandon any property which the trustees shall determine to be worthless;

R. To do any and all other acts which in the judgment of the trustees is necessary or desirable for the proper administration of the Trust.

S. Make appropriate payments for unreimbursed liabilities incurred by or on behalf of the beneficiary.

Article XIII. Amendment Of Trust

A. Trust Is Irrevocable. As evidenced by Grantor's execution of the Joinder Agreement, the Grantor acknowledges that upon execution of the Joinder Agreement by Grantor and the Managing Trustee, and the funding of a sub-account for a Beneficiary, that this Trust, as to the Grantor and the Beneficiary, is irrevocable.

B. Limited Power to Make Administrative Amendments to Trust Notwithstanding Article XIII.A. of this trust, the Managing Trustee shall have the power, by an instrument filed with the trust records and with notice by certified mail to MassHealth or to any successor agency administering the Massachusetts Medicaid program, to amend the administrative provisions of this indenture in order (1) to accommodate a required change in the statutes or regulations relative to the Medical Assistance program, (2) to accommodate a change required in the statute or regulations relative to the Supplemental Security Income (SSI) program, (3) to accommodate a change required in the statute or regulations relative to any other public assistance program of which the beneficiary is a recipient, or (4) to improve the administration of the trust; provided, however, that no amendment may be made that will materially change the purposes of the Trust as set out in Article III or will cause the Trust not to be in compliance with 42 U.S.C. § 1396p(d)(4)(C), as may be amended from time to time. The Managing Trustee may release the power granted in this paragraph in whole or in part, at any time or from time to time.

C. Amendments Limited. Notwithstanding Article XIII.B. above, the Managing Trustee shall have no authority to seek a proposed amendment to this Agreement that would change the duties of the Financial Trustee without the Financial Trustee's consent.

Article XIV. Distributions From The Individual Trust Account Upon The Beneficiary's Death. Upon a Beneficiary's death, the Managing and Financial Trustees shall dispose of any remaining funds in a sub-account as follows:

A. Remainder Share of The Arc of Bristol County Pooled Trust. If a Beneficiary dies prior to the second anniversary of the date on which the

representative of The Arc of Bristol County, Inc. has signed the Beneficiary's Joinder Agreement, then the Trust shall retain five percent (5%) of the Beneficiary's remaining trust sub-account. If a Beneficiary dies on or after the second anniversary of the date on which The Arc of Bristol County, Inc. signed the Beneficiary's Joinder Agreement, then the Trust shall retain twenty-five percent (25%) of the Beneficiary's remaining trust sub-account. In either case, the Trust's retained share shall be calculated after deduction for documented and reasonable trust administration expenses attributable to the deceased Beneficiary's sub-account, such as accountant or legal fees. The share retained by the Trust shall be added to a sub-account retained by and in the name of the Trust (the "Trust's Remainder Share"), to be used as set forth in Article XVI. The Financial Trustee may conclusively rely upon a statement of the Managing Trustee as to the amount of the Trust's Remainder Share to be retained by the Trust.

B. Medicaid Reimbursement Right. The Managing Trustee shall notify each state from which it believes the Beneficiary has received Medical Assistance that the beneficiary has died and shall request that the state, if it wishes to file a claim for reimbursement of Medical Assistance paid on behalf of the Beneficiary under the State's Medicaid plan, do so within twelve months of the date of receipt of the notice. With respect to the Commonwealth of Massachusetts, the Managing Trustee shall give such notice to MassHealth or to any successor agency administering the Massachusetts Medicaid program. The Managing Trustee is authorized to rely on statements of claims received from MassHealth or from any similar agency in any state. As directed by the Managing Trustee, the Financial Trustee shall pay each appropriate claim in full, provided that there are sufficient funds to do so. If there are insufficient funds to satisfy all claims then the Financial Trustee, in the absence of federal regulations directing the Trust as to priority in the case of multiple state claims, shall reimburse each state filing a claim in proportion to its share of the total amount of Medical Assistance benefits paid on behalf of the Beneficiary under the States' Medicaid plans by all states filing claims. The Financial Trustee may conclusively rely upon a statement of the Managing Trustee as to the amount and payee of any Medicaid reimbursement right.

C. Remainder Beneficiaries. The Trust shall distribute all remaining funds to the remainder beneficiaries specified in the Joinder Agreement; provided, however, that if any specified remainder beneficiary is a minor, is under a legal disability, or is incapacitated, the provisions of Article XII.J. and K. of this Agreement shall apply.

Article XV. Definitions

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

B. "Beneficiary" shall mean a person with a disability or disabilities for whom a sub-account is established within the Trust.

C. "Grantor" shall mean a parent, grandparent, or Guardian of a Beneficiary, a Beneficiary himself or herself, or 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.

D. "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.

E. "Joinder Agreement" shall mean the agreement to be executed by a Grantor to establish an account in this trust for the benefit of a Beneficiary.

F. "Managing Trustee" shall mean The Arc of Bristol County, Inc. or any successor as provided in Article IX.D.

G. A "person with disabilities" shall mean a "disabled person" as defined in § 1614(a)(3) of the Social Security Act (42 U.S.C. § 1382c(a)(3)), who qualifies under 42 U.S.C. § 1396p amended August 10, 1993, by OBRA '93, to be 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 Beneficiary is a disabled person, the Managing Trustee is authorized to accept such Beneficiary within its discretion if the Managing Trustee has made a determination that the Beneficiary is a disabled person, as defined in 42 U.S.C. §1382c(a)(3).

H. "Primary Representative" shall mean the person, named in the Joinder Agreement or from time to time in writing by the Grantor or Beneficiary, with whom the Managing and Financial Trustees are authorized to communicate regarding the Beneficiary's sub-account.

I. "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.

J. "Financial Trustee" shall mean the entity then serving as Financial Trustee under this Agreement and any successor Financial Trustee appointed pursuant to Article X.

Article XVI. Miscellaneous Provisions

A. Trust's Remainder Share. The Trust's Remainder Share shall be retained by the Trust and, at the Managing Trustee's direction or in the absence of such direction in the Financial Trustee's sole discretion, be used:

1. for the benefit of other Beneficiaries who are indigent, disabled persons as defined in 42 U.S.C. § 1382c(a)(3),
2. to add indigent disabled persons, as defined in 42 U.S.C. §1382c(a)(3), to the Trust as Beneficiaries,
3. to provide indigent disabled persons, as defined in 42 U.S.C. §1382c(a)(3), with equipment, medication or services deemed suitable for such persons by the Managing Trustee or Financial Trustee, or
4. to pay for ongoing administrative expenses of The Arc of Bristol County Pooled Trust to enable the trust to better serve the needs of disabled persons.

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.

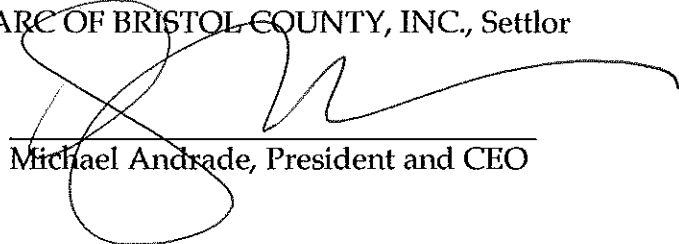
B. Massachusetts Law Applies. The validity of this Trust shall be determined by the laws, including valid regulations, of the United States and the State of Massachusetts. Questions of construction and administration of this Trust shall be determined by the laws of the situs of administration.

C. Headings. The headings above the various provisions of this Trust have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Trust or in ascertaining the parties' intentions.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first written above.

THE ARC OF BRISTOL COUNTY, INC., Settlor

By:


Michael Andrade, President and CEO

BRISTOL COUNTY SAVINGS BANK, Financial Trustee

By: Paul M. Lenahan, E.V.P.
Paul M. Lenahan, Executive Vice President

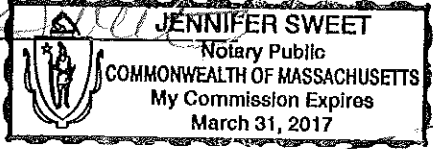
County of Bristol COMMONWEALTH OF MASSACHUSETTS

On this 23rd day of December, 2013, before me, the undersigned notary public, personally appeared Michael Andrade,

proved to me, through satisfactory evidence of identification, which was _____

said person being personally known to me,

to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as President and CEO of The Arc of Bristol County, Inc., a corporation, the Settlor of The Arc of Bristol County Pooled Trust.

Jennifer Sweet
Notary Public
My commission expires: _____


County of Bristol COMMONWEALTH OF MASSACHUSETTS

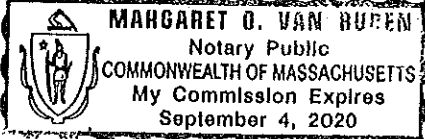
On this 23rd day of December, 2013, before me, the undersigned notary public, personally appeared Paul M. Lenahan,

proved to me, through satisfactory evidence of identification, which was _____

said person being personally known to me,

to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Executive Vice President of Bristol County Savings Bank, of Taunton, Massachusetts, the Financial Trustee of The Arc of Bristol County Pooled Trust.

Margaret O. Van Buren
Notary Public
My commission expires: _____



Schedule A

Initial Assets:

Five Dollars (\$5.00).