

**ADULTS AND CHILDREN WITH LEARNING  
AND DEVELOPMENTAL DISABILITIES, INC.  
COMMUNITY TRUST FOR DISABLED ADULTS  
Dated April 16, 1997,  
As Amended and restated on August 9, 2016**

THIS AGREEMENT OF TRUST, dated this 9<sup>th</sup> day of August, 2016 by between ADULTS AND CHILDREN WITH LEARNING AND DEVELOPMENTAL DISABILITIES, INC., a New York not-for-profit corporation, whose principal office is at 807 South Oyster Bay Road, Bethpage, New York 11714, (hereinafter called "Settlor" or "ACLD") and Gail Mitzner, Alan Spiegel, Edward Murphy, Barbara Rappaport, Rebecca Kooper, Gary Hisiger, Josh Senders and Michael O'Leary (hereinafter collectively called "Trustees").

WHEREAS, ACLD and Richard D. Griffiths, Nancy A. Kopans, Gregory M. LiCalzi, Gail Mitzner and Tillene G. Pinsker, the Initial Trustees, previously created the ACLD COMMUNITY TRUST dated April 16, 1997; and

WHEREAS, paragraph 12.B. of the ACLD Community Trust provides that the Trust Agreement may be amended, under certain circumstances set forth therein, by vote of 3/4 of the Trustees; and

WHEREAS, now pursuant to such provision, the Settlor and Trustees desire to amend and restate in its entirety the ACLD COMMUNITY TRUST, as set forth herein.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Settlor and the Trustees hereto agree that the ACLD COMMUNITY TRUST is hereby amended and restated to read in its entirety as follows:

1. ESTABLISHMENT OF TRUST.

The Settlor does hereby irrevocably transfer and deliver to the Trustees the sum of One Hundred Dollars (\$100.00), the receipt of which is hereby acknowledged by the Trustees, to have and to hold the same and any cash, securities or other trust property which the Trustees 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.

## 2. NAME OF TRUST AND TRUST PURPOSE.

A. Name of Trust. This Trust shall be known as the "ACLD Community Trust".

B. Trust Purpose. The express purpose of this Trust is to provide for the collective management and distribution of the Trust Estate on behalf of eligible beneficiaries for whom trust accounts (hereinafter called "Trust Accounts") are established (hereinafter called ("Designated Beneficiaries"). The Designated Beneficiaries are the primary object of this Trust, with the interest of ACLD, the not-for-profit corporation succeeding to the Trust Estate upon the death of the Designated Beneficiaries (hereinafter called the "Remainderman"), being subordinate. This Trust is intended to provide, in the sole and absolute discretion of the Trustees, extra and supplemental items for the care, support, comfort, education and training for the Designated Beneficiaries in addition to and over and above benefits they already receive, are entitled to receive or may receive in the future as a result of their mental retardation or physical, psychological or developmental disability from any federal, state or local government program, agency or department. As provided in Section 5 of this Trust Agreement, the Trustees, in exercising or declining to exercise this discretionary power, shall consider any and all resources of any kind, including government benefits and entitlements, owned by or available to each Designated Beneficiary. Trust principal shall not be subject to any court directed invasion pursuant to the provisions of the New York Estates, Powers & Trusts Law Sec. 7-1.6, or any other statute of New York or any other state of the United States of America. Any net income not so paid shall be added to the Trust Account of the Designated Beneficiary at the end of each fiscal year of the Trust.

## 3. TRUST ACCOUNTS.

A. Eligible Beneficiaries. This Trust is open to individuals who, by reason of their qualifications, shall be eligible beneficiaries of this Trust.

B. Establishment of Trust Accounts. An individual desiring to establish a Trust Account for an eligible beneficiary (hereinafter called "Sponsor") shall execute an agreement adopting the terms of this Trust (hereinafter called "Sponsor Agreement"). The Trust shall become effective with respect to such

beneficiary upon execution of the Sponsor Agreement by the Sponsor and two or more of the Trustees. The Trustees in their absolute discretion have the authority to decline or accept a Sponsor Agreement presented to them by a proposed Sponsor. Upon acceptance, a Trust Account shall be established for the Designated Beneficiary named in the Sponsor Agreement which shall thereafter be held and administered in accordance with this Trust Agreement. By executing a Sponsor Agreement, a Sponsor agrees to be subject to all terms and conditions of this Trust Agreement, including any amendments hereto which may be made by the Sponsor and Trustees after the date of execution of the Sponsor Agreement.

C. Trust Account Beneficiaries. Each Sponsor Agreement shall irrevocably designate the Beneficiary for whom a Trust Account is established.

D. Funding.

(1) Additions to a Trust Account. The Sponsor, or any other person desiring to make a contribution to a Trust Account, shall have the right at any time to add property acceptable in the absolute discretion of the Trustees to a Trust Account on behalf of a Designated Beneficiary. Such property, upon acceptance by the Trustees, shall become a part of the Trust Estate and shall be held for the benefit of a Designated Beneficiary as set forth herein. Additions to a Trust Account on behalf of a Designated Beneficiary may be made by the Sponsor or other person by any means, including, for example, but not limited to, direct transfers, by naming the Trust as beneficiary under a trust agreement, at death by devise or bequest under a will, or by naming the Trust as beneficiary under an insurance contract, annuity contract or retirement plan.

(2) Acceptance of Property by Trustees. The Trustees, in their absolute discretion, may decline to accept property which is offered for transfer to a Trust Account, if the Trustees deem the property of a character which is inappropriate for addition to the Trust Estate. If the Trustees, in the exercise of such absolute discretion, decide not to accept a transfer of property, they shall advise the person making such transfer or the personal representative of his estate within sixty (60) days after being notified of the nature of the property to be transferred. If the property has already been received or registered in the name of the Trust, the Trustees shall have the right to cancel the transfer of the property, and the Trustees shall promptly have the property re-registered and returned to the person making the transfer or the personal representative of his or her estate on condition that such person or estate assume all costs of re-registration.

(3) Trust Account Designation by Transferor. Any person desiring to make a contribution to the Trust Estate shall designate the specific Trust Account to which the property is to be allocated. In the absence of a specific designation, the Trust Account for which the transferor or his or her spouse is Sponsor shall be deemed to be the designated Trust Account. If the transferor or his or her spouse is not a Sponsor of a Trust Account, the Trustees, in their discretion, shall determine the Trust Account(s) to which the property shall be allocated or may, in their discretion, establish a new Trust Account(s) for an eligible beneficiary to which the property shall be allocated.

E. Minimum Funding. Each Sponsor desiring to establish a Trust Account for a Designated Beneficiary must agree to make, or cause to be made on behalf of a Designated Beneficiary, a minimum contribution to the Trust Account in the amount of Ten Thousand Dollars (\$10,000.00) within two (2) years after acceptance of the Sponsor Agreement by the Trustees. Each Sponsor shall make a minimum initial contribution of Two Thousand Dollars (\$2,000.00) upon acceptance of the Sponsor Agreement, with the balance to be contributed within said two (2) years. The commitment on the part of the Sponsor to make the minimum contributions required under this Trust Agreement is a condition of the Trustees' acceptance of the Sponsor Agreement. The Trustees shall have the right from time to time to increase or decrease the amount of the minimum total contribution and minimum initial contribution. In the event that a Sponsor has not met the minimum total contribution funding requirement within two (2) years after date of execution of the Sponsor Agreement by the Trustees, the Trustees in their sole discretion, shall have the right to terminate the Trust Account and return the remaining balance in the Trust Account to the person who has made contributions to it or to the personal representative of his or her estate if he or she is not then living.

#### 4. ADMINISTRATION OF TRUST ACCOUNTS.

A. Administration for Exclusive Benefit of Designated Beneficiary. Each Trust Account shall be held for the exclusive benefit of the Designated Beneficiary of that Trust Account during his or her lifetime. The Trustees shall not use assets in a Trust Account for the benefit of other trust beneficiaries or for any purposes not set forth in this Trust Agreement. The Remainderman, A.C.I.D., shall have no present interest in the Trust Account until the death of the Designated Beneficiary and the Trustees shall consider the interests of

the Remainder man, ACLD, to be subordinate to those of the Designated Beneficiary during his or her lifetime.

B. Joint Management of Trust Accounts. The Trustees are authorized to pool the resources of all Trust Accounts and commingle the assets held by them. Each Trust Account shall be credited with its proportionate share of the net income if any or debited share of net losses if any, from the Trust Estate. The term "net income" shall mean the profits and income generated from investment of pooled investments less losses and expenses generally attributable to administration of the Trust Estate. Each Trust Account shall be charged separately with disbursements and distributions made on behalf of a Designated Beneficiary or directly attributable to that Trust Account.

C. Segregation of Assets Contributed in Kind. The Trustees, in their absolute discretion, shall have the authority to allocate assets received by them in kind solely to the Trust Accounts for which the assets have been contributed. In such cases, only the Trust Account in question shall be credited or charged with its share of income, profits, gains and losses derived from such segregated assets. The Trustees, in their sole discretion, shall have the right to charge the Trust Account for administrative services and expenses attributable to such segregated assets in addition to general administrative services and expenses.

D. Accounting. At least as often as annually, the Trustees shall submit to the Sponsor of the Trust Account an accounting of the transactions for the Trust Account. After the death of the Sponsor, the Trustees may designate another interested family member to receive the accounting for the Trust Account.

##### 5. DISPOSITIVE PROVISIONS DURING THE LIFETIME OF THE DESIGNATED BENEFICIARY.

A. Distributions on Behalf of a Designated Beneficiary. During the life of the Designated Beneficiary, the Trustees shall use, apply or expend as much of the net income and principal of the Trust Account for the benefit of the Designated Beneficiary of the Trust Account as the Trustees, in their sole and uncontrolled discretion, shall deem advisable for the Designated Beneficiary, over and above the benefits that the Designated Beneficiary otherwise receives as a result of his or her disability or medical

need from any federal, state or local government, agency or department, any of which provide services or benefits to disabled or medically needy persons. 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 benefit of the Designated Beneficiaries:

(1) Payments to the residential center at which a beneficiary may reside for his or her support and maintenance, notwithstanding any conflict of interest that may exist by virtue of any relationship between the Trustees and such residential center.

(2) Reimbursement of out-of-pocket expenses incurred by ACLD or any other advocate or advocacy group for services rendered on behalf of a Designated Beneficiary.

(3) Payment of any tax liability of the Designated Beneficiary attributable to any taxable income generated by income of the Trust Estate.

B. Limitations on Discretionary Authority. Anything to the contrary herein notwithstanding, no income or principal of a Trust Account shall be paid or expended for the benefit of a Designated Beneficiary as long as there are sufficient monies available to the Designated Beneficiary for his or her care, medical care, support, comfort, welfare, education and training from federal, state and local governments, agencies and departments. The Trustees, 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 Designated Beneficiary. Trust principal shall not be subject to any court directed invasion pursuant to the provisions of the New York Estates, Powers and Trusts Law Sec. 7-1.6, or any other statute of New York or any other state of the United States of America. Any net income not so paid shall be added to the Trust Account of the Designated Beneficiary at the end of each fiscal year of the Trust. It is the intent under this Trust Agreement that the Trustees in the administration of the Trust shall not exercise any discretionary powers herein granted to them in any manner which would disqualify a Designated Beneficiary from qualifying for federal, state or local government benefits or programs which a Designated Beneficiary may be entitled to receive on account of his or her disability or medical condition, and other provisions of this Trust Agreement shall be subordinate to such intent and purpose.

C. Additional Limitations on Discretionary Authority Where Trustee is Contributor.

No Trustee shall exercise or join in the exercise of any discretionary authority granted under this Trust Agreement over any Trust Account to which he has made contribution. Whenever the exercise of any such power is under consideration, the Board of Trustees insofar as it concerns said consideration shall consist only of the remaining Trustees.

D. Binding Effect of Trustees' Determinations. The exercise or non-exercise of any discretionary power granted hereunder to the Trustees and all actions taken by them with respect to making distributions hereunder shall be final and binding upon all persons.

6. PAYMENTS AND REIMBURSEMENTS.

A. Payment of Designated Beneficiary's Taxes and Administration Expenses. After the death of the Designated Beneficiary, the Trustees, if in their discretion they deem it advisable, may pay all or any part of the Designated Beneficiary's taxes and administrative expenses arising from the termination of the Trust Account, to the extent that such expenses have not otherwise been adequately provided for.

B. Reimbursement of Certain Income Taxes. Notwithstanding anything to the contrary provided herein, the Trustees are authorized to reimburse the parent or parents of the Designated Beneficiary out of trust funds for any and all federal, state and municipal income taxes which such parent or parents may be required to pay because payments of trust income on behalf of any Designated Beneficiary which are treated as income to such parent or parents because such payments are deemed to be in discharge of such parent or parents' legal obligation to support any Designated Beneficiary.

7. DISPOSITIVE PROVISIONS AFTER DEATH OF DESIGNATED BENEFICIARY.

A. Amounts to Remain in the Trust. After the payment of the Designated Beneficiary's taxes and administrative expenses arising from the termination of the Trust Account, if any, as

provided above, the amounts remaining in the Designated Beneficiary's account shall be retained by the Trust and distributed to ACLD for itself. Said distribution shall be used by the Board of Directors or other governing body of ACLD for its charitable purposes. In the event that ACLD is not in existence at the date of distribution, the Trustees shall distribute that portion of the Trust Account that would otherwise have been distributed to or for such organization to its successor organization which, in the opinion of the Trustees, exemplifies the purposes for which ACLD was established.

B. Election to Distribute Amounts to Others. To the extent that amounts remaining in the Designated Beneficiary's account are not retained by the Trust and distributed to ACLD, the Trust shall pay to the State of New York or to any other state of the United States, from such remaining amounts in the account, an amount equal to the total amount of medical assistance paid on behalf of the Designated Beneficiary under any state Medicaid plan.

## 8. TRUSTEES.

A. Identification of the Initial Trustees. The initial Trustees have been selected by ACLD. The names and addresses of the initial Trustees are as follows: Richard D. Griffiths, c/o Roosevelt & Cross, 20 Exchange Plaza, New York, New York; Nancy A. Kopans, 116 Appleton Street, Cambridge, Massachusetts; Gregory M. LiCalzi, 97 Poplar Street, Garden City, New York; Gail Mitzner, 191 Alta Terrace, Jericho, New York; and Tillene G. Pinsker, 21 Skookwams Court, West Islip, New York.

B. Number and Qualifications of Trustees. There shall be no less than five (5) Trustees and the number of Trustees shall be fixed by the Board of Trustees, or other governing body, of ACLD from time to time. At least two (2) of the Trustees shall, at the time of their appointment, be either a parent, legal guardian, or sibling of a person receiving services from ACLD.

C. Appointment of Successor Trustees and Term of Appointment. The initial Trustees shall serve until December 31st of the year of their appointment. All successor Trustees shall be appointed by the Board of Trustees, or other governing body, of ACLD. Successor Trustees shall be appointed at a meeting of the



Board of Trustees, or other governing body, of ACLD held at the annual meeting of ACLD. Successor Trustees shall serve for a term of one (1) year commencing on January 1st and ending on December 31st of the year following the annual meeting at which they are appointed.

D. Vacancies. In the event of the resignation, removal or inability of a Trustee to act or to continue to act as a Trustee of this Trust, or in the event the number of Trustees is increased as provided for in 8(B) above, the Board of Trustees, or other governing body, of ACLD shall fill the vacancy thereby occasioned within sixty (60) days of being notified of the vacancy, but in no event later than December 31st of the year in which the vacancy occurs. Such appointment shall become effective immediately upon the action of the Board of Trustees, or other governing body, of ACLD without obtaining approval from any court having jurisdiction over the Trust. Trustees appointed to fill a vacancy shall serve until December 31st of the year of their appointment.

E. Removal of Trustees. Any Trustee serving hereunder can be removed without cause by vote of 2/3 of the remaining Trustees serving under this Trust Agreement. In the event of such removal, the Board of Trustees of ACLD shall appoint a successor in the manner provided for in Section 8(C) of the Trust Agreement.

#### 9. INDEMNIFICATION OF TRUSTEES.

A. Indemnification. None of the Trustees shall be liable for any act or omission in the administration of the trust created by this instrument or for the loss or damage to any property, except for a Trustee's own actual fraud or gross negligence; nor shall they be personally liable for the acts or omissions of each other, or for the acts or omissions of any officer, agent or servant elected or appointed by or acting for them. Upon the expiration of Trustee's service hereunder, the Trustee and his estate shall be automatically released from any liability attributable to his services as Co-Trustee hereunder, except for the Trustee's own actual fraud or gross negligence.

B. Reliance Upon Representations by Others. The Trustees shall be fully protected in acting upon any instrument, certificate, paper or presentation believed by them to be genuine and to be signed or presented by the proper person or persons, and the Trustees 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. WAIVER OF POTENTIAL CONFLICT OF INTEREST. The Trustees have a potential conflict of interest in their administration of this Trust since they are, and will be, appointed by the Board of Trustees of ACLD which potentially has a remainder interest for its general or specific charitable purposes in all Trust Accounts. In making distributions from the Trust Accounts in accordance with the provisions of this Trust Agreement, it is contemplated that the Trustees may make disbursements directly to ACLD on behalf of the Designated Beneficiaries to cover the costs of their support and maintenance. The Trustees are expressly authorized to make such disbursements, subject to the limitations on authority, as set forth in this Agreement. The Sponsors executing Sponsor Agreements are aware of the potential conflicts of interest that exist in the Trustees' administration of the Trust. Any Sponsor executing a Sponsor Agreement to this Trust hereby waives any and all claims against the Trustees on account of self-dealing, conflict of interest or any other act. The Trustees shall not be liable to the Sponsor or any party for any act of self-dealing or conflict of interest.

11. DELEGATION OF AUTHORITY.

A. Delegation Among Trustees. Except as otherwise expressly provided in this Trust Agreement, the Trustees shall have the authority to delegate to one or more Trustees such duties required of them or exercises of discretion granted to them under this Trust Agreement, including, but not limited to, disbursement of funds on behalf of a Designated Beneficiary, selection of investments for the Trust Estate and performance of other administrative duties. Such delegation shall become effective immediately upon approval of the same by the majority of the Trustees. All persons dealing with the Trustees are released from inquiry into the decision or authority of the Trustees or any one of them and from seeing to the application of any monies, securities or other properties paid or delivered to the Trustees or any one of them or any agent acting on their behalf.

B. Authority to Hire Corporate Custodian. The Trustees shall have the authority, but not the obligation, to hire a fiduciary agent to serve as a Custodian for the trust which is authorized in the State of New York to serve as a Custodian over trust securities and assets. 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.

C. Authority to Hire Investment Counsel and to Delegate Investment Authority. The Trustees shall have the authority, if in their discretion they deem 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 without requiring prior approval from the Trustees.

D. Payment for Services. The Trustees are authorized to pay the compensation of agents, accountants, Custodians, legal and investment counsel, which expenses, together with all other expenses attributable to administration of the Trust Estate, shall be charged generally against the Trust Estate. Such expenses shall be allocated to the Trust Accounts in proportion to their relative values or in any other manner deemed appropriate by the Trustees.

## 12. IRREVOCABILITY OF GIFT AND AMENDMENT OF TRUST.

A. Irrevocable Gift. A Sponsor or other contributor to the Trust shall not be permitted to revoke a Sponsor Agreement or withdraw any funds contributed to the Trust Estate under such Agreement. All funds and assets transferred to the Trustees shall constitute an irrevocable gift by the contributor for the purposes set forth in this Trust Agreement and the Sponsor Agreement.

B. Amendment of Trust. The terms of this Trust Agreement may be amended by vote of 3/4 of the Trustees and shall become effective immediately upon approval of the requisite number of Trustees without action or approval of any court having jurisdiction over the Trust. Notwithstanding the foregoing, the Trustees shall have no power to alter or amend the identity of the Designated Beneficiaries as set forth in the Sponsor Agreements.

## 13. TRUSTEE POWERS.

In the administration of the Trust Estate, the Trustees shall have the following powers:

(a) The Trustees are authorized to retain in the Trust for such time as they may deem advisable any property received by them from a Sponsor or other contributor whether or not such property is of the character permitted by law for the investment of trust funds.

(b) The Trustees shall with respect to any and all property which may at any time be held by them in trust pursuant to this Agreement, whether such property constitutes principal or accumulated income of any Trust Account provided for in this Agreement, have power, exercisable at their discretion at any time and from time to time on such terms and in such manner as they may deem advisable, to:

(1) Sell, convey, exchange, convert, improve, repair, manage, operate and control.

(2) Lease for terms within or beyond the term of any trust provided for in this Agreement and for any purpose, and enter into any covenants and agreements relating to the property so leased or any improvements which may then or thereafter be erected on such property.

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

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

(5) Invest and reinvest the Trust Funds in such property as the Trustees may deem advisable, whether or not of the character permitted by law for the investment of Trust Funds, specifically including, but not by way of limitation, interests in any common trust fund or funds now or hereafter established and administered by a Custodian hired by the Trustees solely for the investment of Trust Funds.

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

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

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

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

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

(11) Compromise, submit to arbitration, release with or without consideration, and otherwise adjust any claim in favor of or against any Trust Account or the Trust provided for in this Agreement.

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

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

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

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

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

#### 14. OTHER INCOME OF BENEFICIARY FOR DISCRETIONARY PAYMENTS.

In exercising their discretionary authority under this Agreement to make payments for the benefit of any Designated Beneficiary from the net income or principal of a Trust Account, the Trustees shall take into consideration any income or other means of care, maintenance, support or education available to such beneficiary from sources outside the Trust that may be known to the Trustees. The determination of the Trustees with respect to the necessity for and the amounts of any payments for the benefit of any Designated Beneficiary pursuant to the terms of this Agreement concerning discretion of the Trustees shall be conclusive on all persons in any manner interested in any Trust Account created pursuant to this Agreement.

#### 15. SPENDTHRIFT PROVISION.

The interest of any beneficiary (including the Designated Beneficiaries and the Remainder man) either as to income or principal, shall not be anticipated, alienated or in any other manner assigned or pledged or promised

by such beneficiary, 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.

16. RIGHTS AND POWERS OF SUCCESSOR TRUSTEES.

Any successor Trustee or additional Trustee appointed as provided in this Agreement shall, on such appointment being made by the Board of Trustees of ACLD, immediately succeed to all title of the prior Trustees 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 a Trustee in this Agreement.

17. BOND.

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

18. SITUS.

The Trust created by this Agreement has been accepted by the Trustees in the State of New York and will be initially administered by the Trustees in the State of New York. The validity, constructions, and all rights under this Agreement shall be governed by the laws of the State of New York. The situs of this trust for administrative and accounting purposes shall be in the County of Nassau, the County where the majority of meetings concerning establishment of the Trust have occurred.

19. INVALIDITY OF ANY PROVISION.

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

20. COUNTERPARTS.

This agreement may be executed in two or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same instrument.





STATE OF NEW YORK        )  
  )SS:  
COUNTY OF NASSAU        )

On the 6 day of Sept, 2016, before me, a notary public, personally appeared Gary Hisiger, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that (s)he executed the same for the purposes therein contained, and desired the same might be recorded as such. IN WITNESS WHEREOF, I have hereunto set my hand and notary seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

**SETH PHILIP STEIN**  
**NOTARY PUBLIC, State of New York**  
No. 00-4501358  
Qualified in Nassau County  
Commission Expires May 31, 2015

STATE OF NEW YORK        )  
  )SS:  
COUNTY OF *NASSAU*        )

On the 11 day of AUGUST, 2016, before me, a notary public, personally appeared Alan Spiegel known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that (s)he executed the same for the purposes therein contained, and desired the same might be recorded as such. IN WITNESS WHEREOF, I have hereunto set my hand and notary seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

ANTHONY J. PEFFETTI  
NOTARY PUBLIC, State of New York  
No. 012E4944764  
Commission Expires November 29, 2018



STATE OF NEW YORK        )  
  )SS:  
COUNTY OF NASSAU        )

On the 18<sup>th</sup> day of AUGUST, 2016, before me, a notary public, personally appeared Barbara Rappaport, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that (s)he executed the same for the purposes therein contained, and desired the same might be recorded as such. IN WITNESS WHEREOF, I have hereunto set my hand and notary seal.



NOTARY PUBLIC CHARLES J. RAPPAPORT  
Notary Public, State of New York  
No. 52-8495025  
Qualified in Suffolk County  
Commission Expires Jan. 31, 20 19

STATE OF NEW YORK        )  
  )SS:  
COUNTY OF Massena    )

On the 6 day of Sept, 2016, before me, a notary public, personally appeared Rebecca Kooper, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that (s)he executed the same for the purposes therein contained, and desired the same might be recorded as such. IN WITNESS WHEREOF, I have hereunto set my hand and notary seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

SETH PHILIP STEIN  
NOTARY PUBLIC, State of New York  
No. 504501388  
Qualified in Massena County  
Commission Expires May 31, 2017

SETH PHILIP STEIN  
NOTARY PUBLIC, State of New York  
No. 504501388  
Qualified in Massena County  
Commission Expires May 31, 2017

STATE OF NEW YORK        )  
  )SS:  
COUNTY OF NASSAU        )

On the 6 day of Sept, 2016, before me, a notary public, personally appeared Gail Mitzner, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that (s)he executed the same for the purposes therein contained, and desired the same might be recorded as such. IN WITNESS WHEREOF, I have hereunto set my hand and notary seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

BETH PHILIP STEIN  
NOTARY PUBLIC, State of New York  
No. 014-001303  
Qualified in Nassau County  
Commission Expires May 31, 2014

STATE OF NEW YORK        )  
  )SS:  
COUNTY OF NASSAU        )

On the 6 day of Sept, 2016, before me, a notary public, personally appeared Edward Murphy, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that (s)he executed the same for the purposes therein contained, and desired the same might be recorded as such. IN WITNESS WHEREOF, I have hereunto set my hand and notary seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

SETH PHILIP STEIN  
NOTARY PUBLIC, State of New York  
No. 50-4591862  
Qualified in Nassau County  
Commission Expires May 31, 2019

STATE OF NEW YORK            )  
  )SS:  
COUNTY OF NASSAU        )

On the 6 day of Sept, 2016, before me, a notary public, personally appeared Josh Senders, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that (s)he executed the same for the purposes therein contained, and desired the same might be recorded as such. IN WITNESS WHEREOF, I have hereunto set my hand and notary seal.



NOTARY PUBLIC

SETH PHILIPSTEIN  
NOTARY PUBLIC, State of New York  
No. 20-1501383  
Qualified in Nassau County  
Commission Expires May 31, 2016