

**SECOND AMENDMENT  
TO  
THE ARIZONA COMMUNITY SELF-SETTLED POOLED TRUST**

The DECLARATION OF TRUST was made on the 16<sup>th</sup> day of November, 2017, by PLANNED LIFETIME ASSISTANCE NETWORK OF ARIZONA, INC., (“PLAN of Arizona”) an Arizona 501(c)(3) not-for-profit Corporation. PLAN of Arizona is the Declarant and Settlor of this Trust.

SECTION 11, AMENDMENT OF TRUST, states that the Declaration of Trust may be amended from time to time to effectuate their intent and purpose. The Trustee in its sole and absolute discretion, may, but is not required to, amend this Declaration of Trust and the Trust created herein so that each shall, among other things, comply with specific requirements of state and federal law which may be applicable to a Trust Beneficiary; and to comply with Internal Revenue Service, other federal or state government agency requests, requirements, laws or regulations as may be necessary.

Following the creation of the Trust, the Arizona State Medicaid Agency has advised that certain changes to the Trust are necessary for it to qualify for special treatment. Accordingly, Trustee amended the Trust by a First Amendment dated January 18, 2018, and hereby further amends the Trust as follows:

1. **SECTION 2 TYPE OF TRUST:** The paragraph in this Section is hereby removed in its entirety and replaced as follows:

“The Settlor hereby establishes the Trust as a supplemental fund pursuant to 42 U.S.C. §§ 1382b(c)(1)(C)(ii)(IV) and 1396p(d)(4)(c), A.R.S. § 36-2934.01, and Arizona’s Eligibility Policy Manual sections MA801 and MA803 in compliance with the requirements for a qualified pooled self-settled special needs trust under federal and state law and state policy, which are hereby incorporated by reference into this Declaration of Trust.”

2. **SECTION 3 DEFINITIONS, Paragraph 1:** The following language is deleted from the end of this paragraph:

“If the Social Security Administration or any authorized governmental entity has not made a determination that the 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 and receives a physician’s statement of disability based on Social Security disability criteria, as defined in 42 U.S.C. § 1382c(a)(3).”

3. **SECTION 3 DEFINITIONS, Paragraph 10:** The following language is deleted from this paragraph:

“Supplemental needs may also include services which would alleviate the burden on government when such services are also in the best interest of the Beneficiary.”

4. **SECTION 3 DEFINITIONS, Paragraph 10:** The following language is added to the end of this paragraph:

“Disbursements shall not be made for purposes other than those described in A.R.S. § 36-2934.01.”

5. **SECTION 4 TRUST PURPOSE, Paragraph 5:** The following language is added to the end of this paragraph:

“This paragraph in no way defeats the beneficiary rights of AHCCCS as indicated in 42 U.S.C. § 1396p(d)(4)(C)(iv).”

6. **SECTION 6 EFFECTIVE DATE, CONTRIBUTIONS, IRREVOCABLE, Paragraph 1:** The following language is added to the end of this paragraph:

“All income assigned to the trust shall be direct deposited, when legally permissible, into an account titled to the trust.”

7. **SECTION 7 ADMINISTRATIVE PROVISIONS, Paragraph 3:** The following language is added to the end of this paragraph:

“This paragraph in no way defeats the requirement in A.R.S. §36-2934.01(A)(3) that upon request of the state Medicaid agency, the trustee shall provide verification of how the funds in the Beneficiary’s Sub-Account were administered.”

8. **SECTION 7 ADMINISTRATIVE PROVISIONS, Paragraph 5:** The paragraph in this Section is hereby removed in its entirety and replaced as follows:

“Except as otherwise provided in this instrument, in administering the Trust, the Trustee, or its Investment Agent, without bond, may exercise the following powers: hold, retain, invest, reinvest and manage, in realty or personalty; partition, sell, exchange, grant, convey, deliver, assign, transfer, option, mortgage, pledge, abandon, contract, distribute in cash or kind or partly in each at fair market value on the date of distribution; continue business, carry out agreements; establish reserves, release powers, and abandon, settle or contest claims. The Trustee shall have full power and authority, in its absolute discretion, to do all acts and things necessary to accomplish the purposes of this Trust, to do such other acts or things concerning the Trust as may be advisable, and to have and exercise all powers conferred upon fiduciaries by law, including but not limited to, all powers conferred upon fiduciaries in accordance with the Revised Arizona Prudent Investor Act Section 14-7610 (commonly known as the prudent investor rule) and the powers conferred upon the Trustee by said Act are hereby incorporated into this instrument by reference. Trust assets must be titled in the name of the Trust or in the name of the Trustee as Trustee of the Trust.”

9. **SECTION 7 ADMINISTRATIVE PROVISIONS, Paragraph 7:** The following language is deleted from this paragraph:

“or to enable any person to borrow the principle or income of any Trust Sub-Account, directly or indirectly, without adequate interest or security.”

10. **SECTION 12 TERMINATION OF TRUST, Paragraph 2:** The following phrase is deleted from the first paragraph and from both of the two references in the second paragraph:

“since the date of this Trust”

11. **SECTION 14 GENERAL MATTERS AND INSTRUCTIONS WITH REGARD TO THE TRUSTEESHIP, Paragraph 3:** The following language is added to the end of this paragraph:

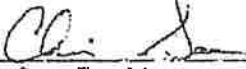


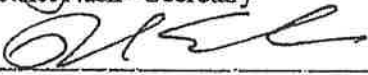
“Trustee, Investment Advisor, and Trust Advisor compensation, costs and expenses must be reasonable and prior approved by AHCCCS or by the appropriate court with advance notice to AHCCCS.”

**12. SECTION 14 GENERAL MATTERS AND INSTRUCTIONS WITH REGARD TO THE TRUSTEESHIP, Paragraph 5:** The statute cited at the end of the first sentence, "A.R.S. § 14-7609", shall be deleted and replaced with "A.R.S. § 14-10907".

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IN WITNESS WHEREOF, the undersigned hereby executes this Second Amendment to  
The Arizona Community Self-Settled Pooled Trust.

PLANNED LIFETIME ASSISTANCE NETWORK OF ARIZONA, INC.

 Chris Sar - President	<u>2-14-2019</u> Date
 Megan Selvey - Vice President	<u>2/14/2019</u> Date
 Janet Nash - Secretary	<u>2/14/2019</u> Date
 Paul Sadler - Treasurer	<u>2-14-19</u> Date

**FIRST AMENDMENT TO  
THE ARIZONA COMMUNITY SELF-SETTLED POOLED TRUST**

The DECLARATION OF TRUST was made on the 16<sup>th</sup> day of November, 2017, by PLANNED LIFETIME ASSISTANCE NETWORK OF ARIZONA, INC., (“PLAN of Arizona”) an Arizona 501(c)(3) not-for-profit Corporation. PLAN of Arizona is the Declarant and Settlor of this Trust.

SECTION 11, AMENDMENT OF TRUST, states that the Declaration of Trust may be amended from time to time to effectuate their intent and purpose. The Trustee in its sole and absolute discretion, may, but is not required to, amend this Declaration of Trust and the Trust created herein so that each shall, among other things, comply with specific requirements of state and federal law which may be applicable to a Trust Beneficiary; and to comply with Internal Revenue Service, other federal or state government agency requests, requirements, laws or regulations as may be necessary.

Following the creation of the Trust, the Arizona State Medicaid Agency has advised that certain changes to the Trust are necessary for it to qualify for special treatment. Accordingly, Trustee amends the Trust, as follows:

1. SECTION 4 TRUST PURPOSE, Paragraph 3, This Paragraph of the Trust is amended to add the following three sentences at the end of the paragraph: “All income assigned to the trust shall be directly deposited, when legally permissible, into an account titled to the trust. The Trustee shall pay on a monthly basis the Share of Cost amount established by the post-eligibility treatment of income. Disbursement shall not be made for purposes other than those described in A.R.S. 36-2934.01”

2. SECTION 4 TRUST PURPOSE, Paragraph 5. This Paragraph of the Trust is amended to add the following sentence at the end of the paragraph: “This paragraph does not apply to the share of cost payments the trustee must make, if applicable, or to the beneficiary rights of AHCCCS.”
  
3. SECTION 5 COMPLIANCE WITH STATE AND FEDERAL LAW, Paragraph 3. This Paragraph of the Trust shall be deleted in its entirety and replaced with the following:

Upon the death of the Beneficiary, or upon other termination of the Trust as provided herein, any amounts remaining in the Trust, not otherwise retained by the Trust, shall be paid to State Medicaid Agencies as provided in Section 12 of this Trust.
  
4. SECTION 7 ADMINISTRATIVE PROVISIONS, Paragraph 7. This Paragraph of the Trust shall be amended to add the following to the end of the paragraph, “and without first obtaining prior approval by AHCCCS or by the appropriate Court with advance notice to AHCCCS.”
  
5. SECTION 14 GENERAL MATTERS AND INSTRUCTIONS WITH REGARD TO THE TRUSTEESHIP, Paragraph 3. This Paragraph of the Trust shall be amended to add this sentence to the end of the paragraph, “Compensation must be prior approved by AHCCCS or by the appropriate Court with advance notice to AHCCCs.”

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Trustee hereby executes this First Amendment to The Arizona Community Self-Settled Pooled Trust this 18 day of JANUARY, 2018.

PLAN of Arizona, Inc., Trustee

BY: William R Cope  
Pres. PLAN

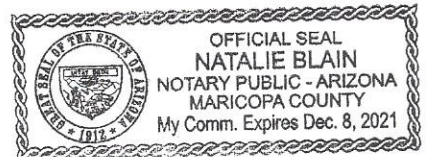
**Acknowledgement by Trustee**

STATE OF ARIZONA     )  
  ) ss.  
County of Maricopa     )

On the 18 day of January, 2018, before me personally appeared William R. Cope, who is the President of PLAN of Arizona, Inc., Trustee, who is known by me or proved to me, on the basis of satisfactory evidence, to be the person described herein and who executed the foregoing instrument and acknowledged that he or she was authorized to execute the instrument, and did so as his or her free act and deed.

Natalie Blain  
Notary Public

My Commission expires:





DECLARATION OF TRUST  
FOR  
PLANNED LIFETIME ASSISTANCE NETWORK OF ARIZONA, INC.  
CREATING THE ARIZONA COMMUNITY SELF-SETTLED POOLED TRUST

This DECLARATION OF TRUST is made this 16<sup>th</sup> day of November, 2017 by PLANNED LIFETIME ASSISTANCE NETWORK OF ARIZONA, INC., (“PLAN of Arizona”) an Arizona 501(c)(3) not-for-profit Corporation. PLAN of Arizona is the Declarant and Settlor of this Trust.

SECTION 1 NAME OF THE TRUST

The Trust established under this Declaration shall be known as the *Arizona Community Self-Settled Pooled Trust* (the “Trust”). This name may be utilized for all lawful purposes.

SECTION 2 TYPE OF TRUST

The Settlor hereby establishes the Trust as a supplemental fund pursuant to 42 U.S.C. §§ 1382b(c)(1)(C)(ii)(IV) and 1396p(d)(4)(c), and A.R.S. § 36-2934.01 in compliance with the requirements for a qualified pooled self-settled special needs trust under federal and state law, which are hereby incorporated by reference into this Declaration of Trust.

SECTION 3 DEFINITIONS

1. **“Beneficiary”** 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 the Revenue Reconciliation Act of 1993, 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 Trustee is authorized to accept such Beneficiary within its discretion if it has made a determination that the Beneficiary is a disabled person and receives a physician’s statement of disability based on Social Security disability criteria, as defined in 42 U.S.C. § 1382c(a)(3).
2. **“Government Assistance”** shall mean any and all services, benefits, medical care, or financial assistance paid or otherwise provided by any state or federal agency, 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, Federal Social Security Disability Insurance (SSDI) program, Medicare, and Medicaid (Arizona Health Care Cost Containment System (AHCCCS) and Arizona Long Term Care System (ALTCS)), and any mental health programs offered by the state of Arizona or any other state, together with any additional, similar, or successor public programs.
3. **“Grantor”** shall mean a parent, grandparent, Guardian of a Beneficiary, a Beneficiary himself or herself, or an order by any court, who seeks to complete enrollment.

4. **“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 Beneficiary.
5. **“Investment Agent”** shall mean an entity selected by the Trustee to assist with the management, administration, allocation, and/or disbursement of Trust assets and property.
6. **“Joinder Agreement”** shall mean the written document that is signed by the grantor of a Trust sub-account to document the creation of a sub-account in a master pooled trust.
7. **“Retained Funds”** shall mean the portion of the Trust assets resulting from the retention by the Trust of funds remaining in individual Trust Sub-Account upon death of the Sub-Account Beneficiary, and from contributions made to the Trust without naming a Sub-Account Beneficiary.
8. **“Self-Settled”** shall mean the Sub-Account is established with assets of the beneficiary.
9. **“Sub-Account”** shall mean a separate account maintained for each beneficiary of the Trust, but for the purposes of investment and management of the funds, the Trust may pool the funds from those accounts.
10. **“Supplemental Needs”** shall mean the requisites for maintaining a Beneficiary’s good health, safety, and welfare when, in the discretion of the Trustee, such requisites are not being adequately provided by any public agency, office, or department of the state where that Beneficiary lives or of the United States, or are not otherwise being provided by any other source of income available to that Beneficiary. Supplemental needs shall include, but shall not be limited to, medical or nursing services 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 Beneficiary. Supplemental needs shall also include items of a similar nature specified in a Joinder Agreement if approved by the Trustee to the extent permitted under A.R.S. § 36-2934.01. Supplemental needs may also include services which would alleviate the burden on government when such services are also in the best interest of the Beneficiary.
11. **“Trustee”** shall mean PLAN of Arizona, Incorporated or its successor or successors in such capacity, and shall include any Co-Trustee or Co-Trustees. **“Co-Trustee”** shall mean a person or entity selected by the Trustee to assist with the management, administration, allocation, and/or disbursement of Trust assets and property.

#### SECTION 4 TRUST PURPOSE

1. It is the intention of PLAN of Arizona to establish a discretionary, supplemental fund for disabled individuals to benefit from their assets while retaining eligibility for Government Assistance benefits. The Trust provides a discretionary, safe and effective system for the receipt, administration, management, and investment of assets held in a Trust Sub-Account for each Trust Beneficiary and for the discretionary disbursement of such assets for the sole benefit of such Trust Beneficiary without causing the Trust Beneficiary to lose eligibility for Government Assistance benefits.

2. The purpose of the Trust is to promote the Beneficiaries security and happiness, by using trust property to provide and serve the respective interest of the beneficiary over and above their basic maintenance, support, and care. If this Trust were to be invaded by creditors, subjected to any liens or encumbrances, or cause government assistance to not be initiated or to be terminated, it is likely that the Trust corpus would be depleted prior to the Beneficiaries' deaths, especially if the cost of care for those Beneficiaries would be high. In such event, there would not be coverage for emergencies or supplementation of basic needs.
3. The Trustee shall pay or apply for the benefit of each Beneficiary, such amounts from the principle or income, or both, of the Trust Sub-Account maintained for such Beneficiary, up to the whole thereof, as the Trustee, in its sole discretion, may from time to time deem necessary or advisable for the satisfaction of that Beneficiary's supplemental care and needs, if any. Any income not distributed shall be added annually to the principle in the Trust sub-account maintained for the respective Beneficiary.
4. No part of the corpus of the Trust established herein shall be used to supplant or replace public assistance benefits of any county, state, federal or other governmental agency that may be available to the Beneficiary, unless the Trustee determines, in the sole and absolute discretion, that the advantage of such distributions outweighs the loss or reduction of the Beneficiaries benefits. For purposes of determining any Beneficiary's governmental assistance eligibility, no part of the principle or undistributed income of the Trust shall be considered available to that Beneficiary. In the event the Trustee is requested by any department or agency to release principal or income of a Trust Sub-Account to, for, or on behalf of any Beneficiary to pay for equipment, medication or services that other organizations or agencies are authorized to provide, or in the event the Trustee is requested by any department or agency administering such benefits to petition any court or administrative agency for the release of Trust principle or income for this purpose, the Trustee shall deny such request and defend any contest of the Article or other attack of any nature. The Trustee shall have complete discretion with regard to the defense of any such claim, including the management of all litigation which may result. The Trustee also shall be authorized, in the Trustee's complete discretion, to settle, in whole or in part, or otherwise compromise any such claim or litigation.
5. Beneficiaries under this Trust shall not have any right to anticipate, sell, assign, mortgage, pledge, or otherwise dispose of or encumber all or any part of the Trust, nor shall any part of the Trust, including income, be liable for debts or obligations of any Beneficiary, or be subject to attachment, garnishment, execution, creditor's bill, or other legal or equitable process.

## SECTION 5 COMPLIANCE WITH STATE AND FEDERAL LAW

1. This Trust is established and managed by PLAN of Arizona, an Arizona not-for-profit Corporation and a 501(c)(3) tax-exempt charitable organization.
2. Accounts in the Self-Settled Sub-Account shall be established solely for the benefit of the disabled individual by the individual, by a parent, grandparent, legal guardian of the individual, or by a court.

3. Upon the death of the Beneficiary, any amounts remaining in the Trust, not otherwise retained by the Trust, shall be paid to State Medicaid Agencies as provided in Section 12 of this Trust.
4. Funds of an individual 65 or older that are transferred to a pooled trust shall be subject to the transfer penalty provisions contained in 42 U.S.C. § 1396p.

#### SECTION 6 EFFECTIVE DATE, CONTRIBUTIONS, IRREVOCABLE

1. The Trust is established as of the day and year first written above. It shall be effective as to any Grantor or Beneficiary upon execution of a Joinder Agreement, after proper certification by PLAN of Arizona. Upon delivery to and acceptance by the Trustee of the assets contributed for deposit into a Beneficiaries Trust Sub-Account, the contributed assets shall be irrevocably contributed and nonrefundable. Acceptance by the Trustee is indicated by the deposit of the contributed assets.
2. To join and benefit from this Trust, the Grantor is required to sign a Joinder Agreement. By the Grantor's execution of the Joinder Agreement, the Grantor agrees to and accepts the terms of the Trust. Any special instructions for the benefit of the Trust Beneficiary should be described in the Joinder Agreement.

#### SECTION 7 ADMINISTRATIVE PROVISIONS

1. A separate Trust Sub-Account shall be maintained for the sole benefit of each Trust Beneficiary enrolled in the Trust. However, for purposes of investment and management of assets, the Trustee may pool all of the assets contained in these Trust Sub-Accounts for investments and management purposes while separately administering and maintaining each Beneficiaries Trust Sub-Account. The Trustee, or its authorized agents, shall maintain records for each Trust Sub-Account in the name of, and showing assets contributed or disbursed for, each Beneficiary.
2. Trustee shall report, at least annually, to each Beneficiary or his or her Guardian then eligible to receive discretionary distributions of the net income or principal from a Trust Sub-Account maintained for such Beneficiary, all of the receipts, disbursements and distributions to or from such Trust Sub-Account occurring during the reporting period, together with a complete statement of the Trust Sub-Account property. In addition, the Trustee shall furnish, at least annually, to each Beneficiary or his or her Guardian, a brief and concise financial statement of the Trust.
3. The Trust sub-account records of the Trustee, along with all Trust Sub-Account documentation, shall be available and open at all reasonable times for the inspection of the Beneficiary, or his or her legal representative, or both. The Trustee shall not be required to furnish Trust records or documentation to any individual, corporation, or other entity that is not a Beneficiary, or does not have the express written approval of the Beneficiary, or is not the legal representative of a Beneficiary.

4. In order for the Trustee to meet its responsibilities under Arizona's prudent investor laws or any other applicable state laws, and amendments thereto, the Trustee may delegate some of all of its investment functions to an Investment Agent with appropriate periodic review and monitoring of the investment advisors actions.
5. Except as otherwise provided in this instrument, in administering the Trust, the Trustee, or its Investment Agent, without bond, may exercise the following powers: hold, retain, invest, reinvest and manage, without diversification as to kind, amount or risk of nonproductivity, in realty or personalty, and without limitation by statute or rule of law; partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, loan, contract, distribute in cash or kind or partly in each at fair market value on the date of distribution without requiring pro rata distribution of specific assets and without requiring pro rata allocation of the tax basis of such assets; hold in nominee form, continue business, carry out agreements, deal with itself, other fiduciaries and business organizations in which the Trustee may have an interest; establish reserves, release powers, and abandon, settle or contest claims. The 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, to do such other acts or things concerning the Trust as may be advisable, and to have and exercise all powers conferred upon fiduciaries by law, including but not limited to, all powers conferred upon fiduciaries in accordance with the Revised Arizona Prudent Investor Act Section 14-7610 (commonly known as the prudent investor rule) and the powers conferred upon the Trustee by said Act are hereby incorporated into this instrument by reference.
6. The Trustee, in its sole discretion, may make any payment under the Trust (a) directly to a Beneficiary, (b) in any form allowed by law, (c) to any person deemed suitable by Trustee, or (d) by direct payment of a Beneficiary's expenses.
7. No power enumerated in this instrument or accorded to trustees generally pursuant to law shall be construed to enable any person to purchase, exchange or otherwise deal with or dispose of the principle or income of any Trust Sub-Account for less than an adequate or full consideration in money or money's worth, or to enable any person to borrow the principle or income of any Trust Sub-Account, directly or indirectly, without adequate interest or security.
8. Costs and expenses of defending the Trust from any claim, demand, action, suit, or proceeding may, in the sole discretion of the Directors of PLAN of Arizona, either (a) be apportioned on a pro rata basis to all Trust Sub-Accounts, or (b) be charged only against the Trust Sub-Account as to the affected Beneficiary.

#### SECTION 8 PERMISSIVE DESIGNATION OF CO-TRUSTEES

The Trustee may designate a Co-Trustee or Co-Trustees to serve at its pleasure.

#### SECTION 9 ADVISORS TO THE TRUST

The Trustee may seek the advice and assistance of any legal representatives of Beneficiaries, or



others, including any federal, state and local agencies that are established to assist people with disabilities. The Trustee should use available resources to assist in identifying programs that may be of legal, social, financial, developmental, or other assistance to Beneficiaries. The 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.

#### SECTION 10 INDEMNIFICATION

The Trustee and each of its agents and employees, as well as its agents' and employees' heirs and personal representatives, shall be and are hereby indemnified by the Trust and the Trust property against all claims, liabilities, fines, or penalties and against all costs and expenses (including 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 proceeding in which he, she, or it may be involved by reason of being or having been a Trustee or Advisor, whether or not he, she, or it shall have continued to serve as such at the time of incurring such claims, liabilities, fines, penalties, costs, or expenses or at the time of being subjected to the same. However, the Trustee and its agents and employees (or their heirs or personal representatives) shall not be so indemnified with respect to matters as to which he, she, or it shall be finally determined to have been guilty of willful misconduct in the performance of any duty as such, by a court of competent jurisdiction. This right of indemnification shall not be exclusive of, or prejudicial to, other rights to which the Trustee, its agents or employees may be entitled as a matter of law or otherwise.

#### SECTION 11 AMENDMENT OF TRUST

This Declaration of Trust shall be irrevocable, except that it may be amended from time to time to effectuate their intent and purpose. The Trustee in its sole and absolute discretion, may, but is not required to, amend this Declaration of Trust and the Trust created herein so that each shall:

1. Conform with any statutes, rules, or regulations relating to the intent and purpose of the Declaration of Trust and Trust, and meet the requirements of any new laws, rules or regulations affecting the intent and purpose for using and operating the Trust and administering the assets in the Beneficiary Trust Sub-Account.
2. To clarify the construction of the Declaration of Trust and administration of the Trust;
3. To comply with the specific requirements of state and federal law which may be applicable to a Trust Beneficiary; and
4. To comply with Internal Revenue Service, other federal or state government agency requests, requirements, laws or regulations as may be necessary from time to time.

In addition, the Trustee may amend this instrument with the approval of any court of competent jurisdiction in the State of Arizona, so that it conforms with any applicable rules or regulations that are required or advisable by any governmental governing body or agency.

## SECTION 12 TERMINATION OF TRUST

1. Upon the death of a Beneficiary, any amounts remaining in the Beneficiaries Trust sub-account shall be deemed to be surplus Trust property and shall be retained by the Trust and, in the Trustee's sole discretion, used (a) for the benefit of other Beneficiaries, (b) to add indigent disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), to the Trust as Beneficiaries, (c) to provide indigent disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), with equipment, medication or services deemed suitable by Trustee, (d) for such other charitable purposes as the Trustee may determine consistent with the intent of the Trust.
2. To the extent that amounts remaining in the Beneficiary's account upon the death of the Beneficiary are not retained by the Trust, the Trustee shall pay the Arizona Health Care Cost Containment System, from such remaining amounts in the account, up to the amount equal to the total medical assistance provided to the Beneficiary under AHCCCS (The Arizona Health Care Cost Containment System), ALTCS (The Arizona Long Term Care System), or any other Medicaid plan of the State of Arizona during the Beneficiary's lifetime since the date of this Trust, consistent with federal and state law.

If the Beneficiary shall have received Medicaid assistance from Arizona and one or more other states since the date of this Trust, and if the balance remaining in the Trust at the Beneficiary's death shall be insufficient to pay all such agencies in full, then the Medicaid authorities of the State of Arizona and such other states shall be reimbursed on a pro rata basis for the total medical assistance provided to the Beneficiary during the Beneficiary's lifetime since the date of this Trust, consistent with federal and state law.

Should the situs of the Trust be transferred to another state, all references in this Trust to Arizona agencies, whether AHCCCS (the Arizona Health Care Cost Containment System), ALTCS (the Arizona Long Term Care System, a division of AHCCCS), or their successors, will also apply to parallel references to the Medicaid agency of the other state, and all references in this Trust to standards, allowances, or other amounts set by an Arizona agency will also apply to parallel references to the standards, allowances, and other amounts set by that Medicaid agency.

3. If it becomes impossible, or impracticable, to carry out the Trust's purposes with respect to all Beneficiaries, the Trustee shall petition a court of competent jurisdiction for instructions. Any state Medicaid agency shall be notified of such petition and be allowed to fully participate in such proceedings before the court.

## SECTION 13 RESIGNATION OF TRUSTEE

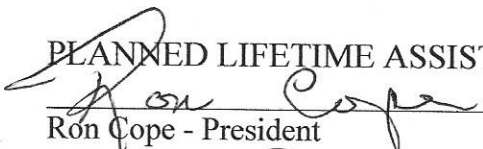
The Trustee may resign only with the approval of a court of competent jurisdiction in this state. A successor Trustee shall be selected and appointed by the court. Any successor Trustee shall act as such without any liability for the acts or omissions of any predecessor Trustee. Any state Medicaid agency shall be notified of such resignation and shall be allowed to participate in all such proceedings before the court.

SECTION 14 GENERAL MATTERS AND INSTRUCTIONS WITH REGARD TO THE TRUSTEESHIP

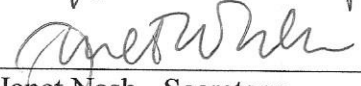
1. The Trustee shall not be required to furnish any bond for the faithful performance of the Trustee's duties. If bond is required by any law or court of competent jurisdiction, no surety shall be required on such bond.
2. The Trust established under this instrument shall be administered free from the active supervision of any court. Any proceedings to seek judicial instructions or a judicial determination shall be initiated by the Trustee in any court having jurisdiction of these matters relating to the construction and administration of the Trust.
3. The Trustee shall be entitled to reasonable compensation, commensurate with the services actually performed, and to reimbursement of costs and expenses properly incurred. Payment shall be made in accordance with a schedule of fees and charges, as specified in the Joinder Agreement.
4. The validity of the Trust shall be determined by the laws, including valid regulations, of the United States and the State of Arizona. Questions of construction and administration of this Trust shall be determined by the laws of the situs of administration.
5. The trustee shall delegate investment functions for the trust to an agent possessing appropriate investment skills within the meaning of A.R.S. § 14-7609. Said agent may be a trust company as defined under A.R.S. § 6-867.

IN WITNESS WHEREOF, the undersigned hereby subscribe to the above Declaration of Trust, on the date and year first above written.

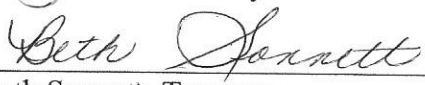
PLANNED LIFETIME ASSISTANCE NETWORK OF ARIZONA, INC.

  
Ron Cope - President

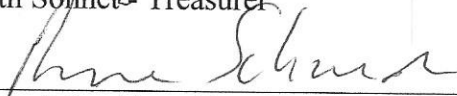
11/16/2017  
Date

  
Janet Nash - Secretary

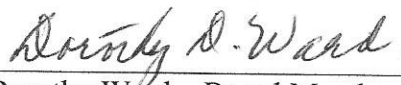
11/16/17  
Date

  
Beth Sonnett - Treasurer

11-16-17  
Date

  
Anne Schneider - Board Member

11-16-2017  
Date

  
Dorothy Ward - Board Member

11-17-2017  
Date

  
Chris Sar - Board Member

11-16-17  
Date