

MASTER TRUST AGREEMENT

OREGON SPECIAL NEEDS TRUST

THIS AGREEMENT is entered into the 25th day of November, 2015, between THE ARC OF OREGON, an Oregon nonprofit corporation (hereafter referred to as "**The Arc**") as "**Trustor**", and KEY BANK NATIONAL ASSOCIATION, as trustee (the "**Trustee**"). The trust created in this agreement shall be known as the "**Oregon Special Needs Trust**" and this agreement the "**Master Trust Agreement**". This agreement shall supersede and replace any and all previous Master Trust Agreements pertaining to the Oregon Special Needs Trust.

RECITALS

A. The Arc is an Oregon nonprofit corporation providing advocacy and other services to residents of Oregon with disabilities. Key Bank National Association, is a national banking association authorized to conduct trust business in the state of Oregon.

B. The Arc recognizes the need to provide a mechanism for parents and other family members of persons with disabilities, and individuals with disabilities themselves, to provide supplemental financial care and assistance. The Arc creates this Oregon Special Needs Trust to enable individuals with disabilities, their parents and family members, to create trusts to provide for the Beneficiary's supplemental care not adequately provided by federal, state and local agencies.

AGREEMENT

Trustor and Trustee agree that any and all property transferred to Trustee under this Master Trust Agreement shall be held, managed, applied, and distributed as follows:

SECTION 1

ESTABLISHMENT OF SUB-TRUSTS; ACCEPTANCE OF CONTRIBUTIONS

1.1. Establishment of Trusts. Persons desiring to establish a trust under this Master Trust Agreement shall enter into a "**Joinder Agreement**" with Trustor. Each Joinder Agreement shall (a) incorporate the provisions of this Master Trust Agreement by reference, (b) designate the person with disabilities for whom supplemental financial assistance shall be provided during his or her lifetime (the "**Beneficiary**"), (c) designate one or more persons or organizations ("**Remainder Beneficiaries**") to receive the trust assets remaining at the death of the Beneficiary, and (d) designate the shares or portions of the remaining trust assets distributable to each Remainder Beneficiary. Joinder Agreements may also contain such additional binding and nonbinding provisions as Trustor may deem advisable under the circumstances, but no such other terms and conditions may alter the provisions of this Master Trust Agreement or the rights, duties, and responsibilities of Trustee. Separate Joinder Agreements shall be established for

first-party trusts (established with funds of the Beneficiary) and third-party trusts (established with funds of persons other than the Beneficiary).

1.2. Contributions Permitted. Parents, Beneficiaries, or any other persons ("**Donors**") may irrevocably transfer to Trust, by gift, devise, appointment, beneficiary designation, or otherwise, personal property to create or augment a trust to provide supplemental financial assistance to a Beneficiary with disabilities. Any such property shall, upon acceptance by Trustee and Trustor, become a part of this Oregon Special Needs Trust and shall be subject to all the terms and conditions of this agreement. Assets belonging to the Beneficiary may be accepted by the Trustee as trust assets, pursuant to 42 U.S.C. §1396p(d)(4)(C). Unless otherwise instructed by the donor, such contributions involving funds of persons other than the Beneficiary shall be made to a third-party trust and Joinder Agreement.

1.3. Other Contributions. Trustor and Trustee may also accept testamentary and other contributions for which there is no applicable Joinder Agreement, but only if the Beneficiary is adequately identified and it is not inconsistent with the instrument of transfer to administer the contribution upon the terms and conditions of this agreement.

1.4. Separate Account for Unnamed Class of Beneficiaries. There shall be a separate sub-trust within the Oregon Special Needs Trust to fund services (including guardianship services) and special needs of unnamed individuals (the "**Retained Supplemental Subtrust**"). Funds held in the Retained Supplemental Sub-trust shall be retained by the Oregon Special Needs Trust and administered in accordance with applicable federal and Oregon laws and regulations. Trustor shall direct the use of funds kept in the Retained Supplemental Sub-trust for the charitable purposes of providing support for individuals with disabilities to live healthy, safe, meaningful, and productive lives. Such funds may be distributed to individuals, groups of individuals (whether or not any such individuals are Beneficiaries), or The Arc of Oregon or other organizations for specified uses, provided that any such distribution is consistent with the charitable purpose of the Retained Supplemental Sub-trust.

1.5. Maintenance of Sub-trusts. Each trust established by one or more Donors for a particular Beneficiary shall be held and administered by Trustee as a separate account or "sub-trust", but all such trust assets may be commingled by Trustee for investment and other purposes.

1.6. Accountings. For accounting purposes, the Oregon Special Needs Trust shall be operated on a calendar year basis. The Trustee, or its authorized agent, shall maintain records for each Oregon Special Needs Trust sub-trust account in the name of, and showing the property contributed for, each Beneficiary. First-party pooled trust sub-trust accounts shall be maintained separately from third-party pooled trust sub-trust accounts. Periodic accounts shall be sent no less often than annually (i) in the case of a first-party pooled trust subaccount, to each Beneficiary and/or the appropriate representatives or designees of each Beneficiary, and (ii) in the case of a third-party pooled sub-trust account, to the grantor and/or the appropriate

representatives or designees of each grantor, showing in each case additions to and disbursements from the funds held in the sub-trust account in Trust for the Beneficiary during the preceding calendar year. The Trustee shall file the accounting with the appropriate court having jurisdiction over a Beneficiary as may be required.

SECTION 2

DISTRIBUTION OF INCOME AND PRINCIPAL

2.1. Distributions to Beneficiary. Trustor shall apply for the benefit of each Beneficiary, from the net income and (if net income is insufficient) principal of his or her sub-trust, such amounts as Trustor may from time to time direct in writing for the "Special Needs" of the Beneficiary. Accumulated income shall be added to principal at least annually. Trustor shall be solely responsible for determining the Special Needs of the Beneficiary. Trustee shall comply with Trustor's written directions without liability or any duty or inquiry, and without regard to the effect of distributions on the Beneficiary's eligibility for "Governmental Assistance" (as defined below).

2.2. Special Needs. For purposes of this agreement, a Disabled Beneficiary's "Special Needs" include only those extra and supplemental goods, services, and other benefits that Trustor believes are desirable to improve or enhance the Beneficiary's quality of life, over and above any benefits for basic maintenance, support, medical, dental and therapeutic care or services provided by any local, state, or federal governmental agency or department ("Governmental Assistance"). The purpose of this trust is to provide only for Special Needs, without affecting the Beneficiary's actual or potential entitlement to Governmental Assistance, and Trustor shall not direct any distributions of income or principal that would jeopardize Governmental Assistance otherwise available to the Beneficiary. Subject to these limitations, Trustor shall have absolute discretion to direct distributions of income and principal, and Trustor shall not be liable to any Donor, Beneficiary, Remainder Beneficiary, Organization, or other person for any decision, direction, or other action taken in good faith.

2.3. Distribution of Remainder and Medicaid Payback. Upon the death of the Beneficiary, amounts remaining in the Beneficiary's sub-trust account shall be distributed or retained pursuant to the following:

(a) If a sub-trust is a first-party pooled sub-trust account governed by 42 U.S.C. § 1396p(d)(4)(C):

(i) The sub-trust shall pay to the Retained Supplemental Subtrust an amount equal to the negotiated percentage of the amounts remaining in the Beneficiary's sub-trust account pursuant to the current contractual agreement with the State of Oregon..

(ii) After distributions under Section 2.3(a)(i), the subtrust shall pay to Oregon, and if applicable any other state, from amounts remaining in the

account an amount equal to the total amount of medical assistance paid on behalf of the Beneficiary under the Oregon, and if applicable any other state, plan under subchapter XIX of title 42 of the United States Code. To the extent funds in the subtrust are insufficient to repay all such states, distributions will be made in proportion to each state's share of the total amount of medical assistance paid on behalf of the Beneficiary, to be calculated by Trustor.

(b) The remaining assets after distributions under Section 2.3(a), if applicable, of his or her sub-trust (including any and all accrued and undistributed net income) shall be distributed as designated in the applicable Joinder Agreement. In the case of transfers made under instruments that do not designate Primary Remainder Beneficiaries, or if no designated Primary Remainder Beneficiary is alive or otherwise in existence at the death of the Beneficiary, the remaining trust assets shall be distributed to the Retained Supplemental Sub-trust.

2.4. Early Termination. If at any time Trustor has reasonable cause to believe that the income or principal of a sub-trust for any Beneficiary is or may become liable for the Beneficiary's basic maintenance, support, or medical, dental, or therapeutic care, or for any other care or services provided by a local, state, or federal governmental agency or department, Trustor may in its discretion terminate the sub-trust by written notice delivered to Trustee. Similarly, if at any time Trustor has reasonable cause to believe that it is impossible or impracticable to fulfill the purposes and objectives of a sub-trust for any Beneficiary, Trustor may in its discretion terminate the trust by written notice to the Trustee. Upon termination of any sub-trust pursuant to this Section 2.4, any remaining assets of the sub-trust shall be distributed pursuant to Section 2.3.

SECTION 3

GENERAL PROVISIONS

3.1. Discretionary Payments. In directing discretionary payments of income or principal for the benefit of a Beneficiary, Trustor shall take into consideration any other public or private income or support received or property possessed by the Beneficiary and known to Trustor, but the extent to which such other income, support, or property must first be used or liquidated by the Beneficiary shall be in the absolute discretion of Trustor.

3.2. Protective Provision. The interests of Beneficiaries in principal or income shall not be subject to claims of their creditors or others, nor to legal process, and may not be voluntarily or involuntarily anticipated, alienated, or encumbered.

3.3. Limitation Required by Law. This Oregon Special Needs Trust shall automatically terminate on July 1, 2089. Upon termination, the remaining assets of each sub-trust subject to this agreement shall be distributed to the Remainder Beneficiaries in the shares or portions or designated in the applicable enrollment

agreement. Trustor and Trustee may, however, by written instrument extend the term of this Oregon Special Needs Trust for periods of not more than ninety (90) years as to any sub-trusts created after the date of the extension.

3.4. Limited Power of Amendment. Trustor and Trustee may at any time and from time to time amend the provisions of this agreement as they deem necessary or appropriate to fulfill the purpose of the trust to provide extra and supplemental goods, services, and other benefits to improve or enhance the quality of life of Beneficiaries, without affecting the Beneficiaries' actual or potential entitlement to Governmental Assistance. Trustor and Trustee may, for example, amend the definition of "Special Needs" provided in Section 2.2 to ensure that all distributions comply with applicable law and fulfill the purposes of the trust. Notwithstanding the foregoing, no such amendment shall impair the rights of any Beneficiary or affect the irrevocability of any contribution to the trust.

3.5. Governing Law. This agreement and each sub-trust shall be governed and construed in all respects according to the laws of the state of Oregon.

SECTION 4

ADMINISTRATIVE PROVISIONS

4.1. Trustee's Powers. Subject to the foregoing provisions of this agreement, Trustee shall have all the powers conferred upon a trustee by the laws of the state of Oregon, including without limitation those conferred by the Oregon Uniform Trust Code (ORS 130.720 and ORS 130.725), as amended from time to time. Without limiting the generality of the foregoing, Trustee shall also have the following powers:

(a) Trustee may invest and reinvest the assets of the trust in such preferred or common stocks, securities, real estate, or other property, including any common trust fund administered by Trustee or an affiliate of Trustee, as Trustee may deem advisable. Trustee shall not be restricted to investments permissible for a trustee as prescribed by any present or future law, and shall not be required to observe the principle of diversification of trust investments.

(b) Upon any division or distribution of trust assets, Trustee may in its discretion make non pro-rata distributions in cash, specific property, or undivided interests in specific property at valuations determined by Trustee, without regard to the income tax basis of specific property.

(c) Trustee may require indemnity to its satisfaction before taking any step that may subject it to loss.

(d) Trustee may invest in mutual funds or investment trusts without regard to whether Trustee or any subsidiary or affiliate of Trustee provides advisory, custodial, administrative, shareholder servicing, or other services. With respect to any

such investments in affiliated mutual funds and investment trusts, Trustee shall provide Trustor at least annually with information describing the total compensation received by Trustee and its subsidiaries or affiliates, but Trustee shall not be required to provide any information relating to the trust's pro-rata share of any such compensation received.

(e) Trustee may employ any subsidiary or affiliate engaged in investment advisory, investment management, or brokerage services to assist and advise Trustee in investment matters, to perform the function of investment and portfolio manager, or to provide brokerage services for the trust. Any such entity so employed by Trustee shall perform such ministerial, discretionary, fiduciary, and advisory functions as Trustee may delegate to it, notwithstanding any self-dealing or other considerations that may be inherent in the relationship between Trustee and the entity employed.

(f) Trustee may in its discretion, and notwithstanding any present or future law to the contrary, retain any stock of Trustee or any subsidiary or affiliate, together with any increases resulting from stock dividends, stock splits, the exercise of purchase rights, and the purchase of fractional shares necessary to round out fractional share holdings, and Trustee may vote any such stock either directly or by proxy.

4.2. Resignation of Trustee. Trustee or any successor trustee may, without court approval, resign at any time by a written instrument delivered to Trustor.

4.3. Removal of Trustee. Trustor may remove Trustee or any successor trustee by a written instrument delivered to the trustee being removed.

4.4. Successor Trustees. In the event of the resignation or removal of Trustee or any successor trustee, Trustor may appoint a new trustee. If Trustor fails effectively to appoint a new trustee within one hundred twenty (120) days of the resignation or removal, any interested person may take appropriate steps to have a new trustee appointed by a court of competent jurisdiction. Any successor trustee appointed shall be a bank, trust company, or tax-exempt charitable organization authorized to act as trustee in the state of Oregon.

4.5. Powers and Liabilities of Successor Trustees. Any successor trustee appointed as provided above, or any corporate successor by consolidation, merger, transfer of trust business, or otherwise, shall have all the rights, powers, and authority, conferred upon its predecessor. No successor trustee shall be under any duty to examine, verify, or audit the books and records of any predecessor, and no successor trustee shall be liable in any way for any acts or omissions of any predecessor.

4.6. Trustor Provisions. Trustor or any successor trustor may, without court approval, resign at any time by a written instrument delivered to Trustee. In the event of the resignation of Trustor or any successor trustor, Trustor will appoint a new Trustor. Trustor may at any time delegate all or any part of its duties under this agreement as to one or more particular sub-trusts, or assign and delegate all its rights

and obligations under this agreement, to another appropriate organization or agency in Oregon that provides similar advocacy and other services to persons with disabilities. Trustor shall have no duties or liabilities except as specifically provided in this agreement, and neither Trustor nor any successor trustor shall be under any duty to examine, verify or audit the books and records of Trustee, any predecessor trustee, or any predecessor trustor.

4.7. Compensation. Trustor and Trustee shall be entitled to reasonable compensation for their services under this agreement.

TRUSTOR:

THE ARC OF OREGON

By: Marcie Ingledue
Name: Marcie Ingledue
Title: Executive Director

TRUSTEE:

KEY BANK NATIONAL ASSOCIATION

By: Annette M. Mannin
Name: Annette M. Mannin
Title: Trust Officer