THERESA POOLED ASSET TRUST
(A Trust for Persons with Disabilities)

Master Trust Agreement

Restatement

Dated: January 9, 2025

Theresa Alessandra Russo Foundation, Inc.
250 Lido Boulevard, Lido Beach, New York 11561
Phone: (516) 432-0200

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THERESA POOLED ASSET TRUST
(A Trust for Persons with Disabilities)

This TRUST made the 10th day of January, 2025 by and between the THERESA ALESSANDRA RUSSO FOUNDATION, INC., a not-for-profit organization incorporated in New York State, whose principal office is located at 250 Lido Boulevard, Lido Beach, New York 11561, (hereinafter referred to as the "Settlor" or "Theresa Foundation") and CLC Foundation with offices located at 135 Radio Circle Drive, Suite 211, Mt. Kisco, New York 10549, hereinafter referred to as the "Trustee").

WITNESSETH:

WHEREAS, the THERESA ALESSANDRA RUSSO FOUNDATION, INC., a not-for-profit organization incorporated in New York State, established the THERESA POOLED INCOME TRUST on or about October 10, 2024 (executed by CLC Foundation, Inc. as Trustee on October 10, 2024 and Argent Trust Company as Co-Trustee on October 28, 2024) by a certain Trust Agreement; and

WHEREAS, Article 14 of the Trust Agreement permits its amendment by a vote of a majority of the Theresa Foundation's Board of Directors, for the purpose of conforming the Trust to any applicable law, statute, regulation or change of circumstances; and

WHEREAS, changes in applicable law and circumstances have occurred since the inception of the Trust; and

WHEREAS, the Theresa Foundation's Board of Directors approved the amendment and restatement of the Trust in its entirety on January 9, 2025.

NOW, THEREFORE, IT IS AGREED that the Trust shall administer and dispose of the Trust property as more specifically set forth hereinafter.

1. ESTABLISHMENT AND PURPOSE OF TRUST

1.1. Name of Trust. This Trust shall be known as the "THERESA POOLED ASSET TRUST" (herein after referred to as the "Trust"), but it may also be referred to in correspondence, marketing material, joinder agreements, and/or financial statements in any such abbreviated and/or modified form as to identify it easily and conspicuously (the "Trust").

1.2. Trust Property. The Theresa Foundation does hereby irrevocably transfer and deliver to the Trustee a sum as specified in the Joinder Agreement prepared and executed by a Grantor, the receipt of which is hereby acknowledged by the Trustee, and any cash, securities or other trust property which the Trustee may subsequently hold and/or acquire pursuant to the provisions of this Trust Agreement for the uses and purposes and upon the terms and conditions set forth herein.

1.3. **Trust Purpose.** This is an irrevocable pooled trust established for the sole benefit of individual beneficiaries who are defined as disabled pursuant to Section 1614(a)(3) of the Social Security Act, codified at 42 U.S.C. §1382c(a)(3) ("Designated Beneficiaries"). An Individual Trust Account (referred to as "Trust Sub-Account") shall be maintained for each Designated Beneficiary, but for the purposes of investment and management of trust funds, the Trustee shall pool these accounts and manage them collectively. The purpose of this Trust is to receive assets and excess income of Medicaid recipients and to supplement, and not supplant, impair or diminish government benefits or assistance, which the beneficiary is receiving. All distributions shall be made at the Trustee's sole and absolute discretion in accordance with the terms of this document.

2. DEFINTIONS

2.1. "Co-Trustee": a financial institution that has been selected by the Settlor. The Trustee retains ultimate managerial control over the Trust, including discretionary disbursements to or on behalf of Designated Beneficiaries, overall investment strategy and core managerial duties as defined in POMS SI 01120.225.

2.2. "Designated Beneficiary": 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, and who a Grantor shall specify as the sole recipient of services and benefits under any one of the Trust Sub-Accounts created under and within this Trust by such Grantor.

2.3. "Distribute": to pay over, convey, deliver, transfer, and assign absolutely and in fee simple forever, free of all trusts created hereunder.

2.4. "Donor": the person who is donating property to the Trust.

2.5. "Government Assistance": all services, benefits, medical care, financial assistance, and any other assistance of any kind that may be provided by any county, state, or federal agency to, or on behalf of, a Beneficiary. Such assistance includes, but is not limited to, the Supplemental Security Income program (SSI), the Old Age Survivor and Disability Insurance Program (OASDI), the Supplemental Security Disability Income program (SSDI), Medicare, and the Medicaid program, together with any additional, similar, or successor public programs.

2.6. "Grantor": a Designated Beneficiary, a parent, grandparent, or legal guardian of a Designated Beneficiary or any person or entity acting pursuant to an order by a court, who establishes a Trust Sub-Account or contributes money and/or property to the Trust.

2.7. "Joinder Agreement": the individual written agreement between the Trustee and a Grantor by which the Grantor establishes a Trust Sub-Account for the sole benefit of a Beneficiary.

2.8. "Legal Representative": a legal guardian, conservator, agent acting under an appropriate power of attorney, trustee, representative payee, or any other legal representative or fiduciary of a Beneficiary.

2.9. "Non-support payments": payments made by the Trustee for supplemental needs or supplemental care.

2.10. "Remainder Trust Sub-Account": the separate account maintained by the Trustee to which shall be credited all amounts remaining in a Beneficiary's Trust Sub-Account upon the death of said Beneficiary.

2.11. "Settlor": the not-for-profit association establishing a Supplemental Needs Trust.

2.12. "Supplemental care" and "supplemental needs": may be used conjunctively, interchangeably, or separately as the context requires, and the terms shall always mean care that is not provided, or needs that are not met, by any private assistance or Government Assistance that may be available to a Beneficiary.

2.13. "Theresa Foundation" (formally known as the "Theresa Alessandra Russo Foundation": a corporation organized and existing under the Not-For-Profit Corporation law of the State of New York. The Theresa Foundation is recognized as a qualified charitable organization under Section 501(c)(3) of the Internal Revenue Code.

2.14. "Theresa Pooled Asset Trust": shall mean a Supplemental Needs Trust (SNT) that is created pursuant to the federal and state laws under the Omnibus Budget Reconciliation Act of 1993 (OBRA '93), sometimes referred to as the "Trust Agreement".

2.15. "Trust Sub-Account": a separate account which is a portion of the entire Trust estate that is established and maintained for the sole benefit of each Designated Beneficiary of the Trust.

2.16. "Trustee": CLC Foundation, Inc. ("CLCF") as administrative trustee which is a corporation organized and existing under the Not-For-Profit Corporation law of the State of New York. CLCF is recognized as a qualified charitable organization under Section 501(c)(3) of the Internal Revenue Code.

3. TRUST SUB-ACCOUNTS

3.1. Establishment of Trust Sub-Accounts. A Trust Account for the sole benefit of a Designated Beneficiary (referred to a "Trust Sub-Account") can be established by a Designated Beneficiary, the Designated Beneficiary's parent, grandparent, legal guardian or by a court.

3.2. Funding of Trust Sub-Accounts. A Trust Sub-Account shall be funded with the assets and surplus income of the Designated Beneficiary which would otherwise be considered available to the Designated Beneficiary for the purposes of determining eligibility for government benefits.

3.3. Joinder Agreement. A Grantor who establishes a Trust Sub-Accounts shall execute a "Joinder Agreement" which adopts and incorporates by reference the terms of this Trust

Agreement. The Trustee has complete discretionary authority not to accept a Joinder Agreement and to amend the Joinder Agreement from time to time.

3.4. Execution of Joinder Agreement. This Trust is applicable to an individual Designated Beneficiary when a Joinder Agreement is signed by a Grantor and the Trustee or the Trustee's designee. Upon acceptance, a Trust Sub-Account shall be established for the Designated Beneficiary named in the Joinder Agreement and held and administered pursuant to the terms and provisions of this Trust Agreement. By executing a Joinder Agreement, the Grantor agrees to all the terms and conditions of this Trust Agreement and any amendments hereto.

3.5. Trust Sub-Account Designated Beneficiaries Each Joinder Agreement shall designate the Designated Beneficiary for whom a Trust Sub-Account is established.

4. FUNDING OF TRUST SUB-ACCOUNTS

4.1. Additions to a Trust Sub-Account. The Grantor, or any other person or entity contributing to a Trust Sub-Account, shall have the right at any time to add property to a Trust Sub-Account on behalf of a Designated Beneficiary. If property is offered for transfer to a Trust Sub-Account, the Trustee shall have sole and absolute discretion and authority to accept or refuse to accept the property, imposing any conditions that must be met prior to acceptance or require that the property be accepted. This additional property, upon acceptance by the Trustee, shall become a part of the Trust and be held and managed for the benefit of the Designated Beneficiary. Notwithstanding the foregoing, the Trustee shall only accept property that the Designated Beneficiary has a right, title or interest in. The Trustee shall not accept property from third parties.

4.2. Refusal and Return of Property by Trustee. If the Trustee decides not to accept a contribution of property, the Trustee shall advise the donor making the transfer or the personal representative of that donor in writing within thirty (30) days after receiving written notification of the nature of the property to be transferred. If the property has already been received or ownership transferred to the Trust, the Trustee shall have the right to cancel the transfer of the property, and the Trustee shall promptly have the property transferred and returned to the donor or the personal representative of that donor making the transfer, who shall assume all costs related to the transfer and return of the property, as determined by the Trustee, including but not limited to any costs, fees and expenses related to the filing of documents or transfer of the property and costs of shipping, storage or handling.

5. ADMINISTRATION OF TRUST SUB-ACCOUNTS

5.1. Administration for Sole Benefit of Designated Beneficiary. Each Trust Sub-Account shall be held for the exclusive benefit of the Designated Beneficiary of that Trust Sub-Account during the Designated Beneficiary's lifetime. Further, the Trustee shall not use the assets in a Trust Sub-Account for the benefit of a Designated Beneficiary of another Trust Sub-Account or for any purposes not set forth in this Trust Agreement.

5.2. Management of Trust Sub-Accounts. The Trustee is authorized to pool, commingle and jointly manage the assets of all Trust Sub-Accounts. Each Trust Sub-Account shall be credited with its proportionate share of the net income from the Trust. The term "net income" shall mean the profits and income generated from investment of pooled funds, minus losses and expenses generally attributable to administration of the Trust. Each Trust Sub-Account shall be charged separately with disbursements and distributions made on behalf of the Designated Beneficiary or allocated to that Trust Sub-Account.

5.3. Trustee Fees. The Trustee shall be entitled to fees from each Trust Sub-Account based upon the Trust Sub-Account's status and in accordance with the Trustee's published fee schedule then in effect which is subject to and may change from time to time.

5.4. Accounting and Filing. For accounting purposes, the Trust shall be operated on a calendar-yearly basis. The Trustee, or its authorized agent, shall maintain records for each Trust Sub-Account in the name of, and showing the property contributed for, each Designated Beneficiary. Periodic accounts not less often than annually shall be sent to each Designated Beneficiary and/or the appropriate representatives or designees of each Designated Beneficiary, showing additions to and disbursements from the funds held on account in Trust for that Designated Beneficiary during the preceding calendar year. The Trustee shall be required to comply with all relevant federal, state and local laws and all court orders.

5.5. Distributions for a Designated Beneficiary. During the lifetime of a Designated Beneficiary, the Trustee shall use, apply or expend as much of the net income and principal of the Trust Sub-Account for the supplemental needs of the Designated Beneficiary of the Trust Sub-Account as the Trustee, in its sole and absolute discretion, deems appropriate.

This Trust Sub-Account is intended to conform to the provisions of section 7-1.12 of the New York Estates, Powers and Trusts Law. This trust shall supplement, and not replace, impair or diminish the Designated Beneficiary's eligibility for benefits or assistance of any federal, state, county, city, or other governmental entity. The income and principal of the Trust Sub-Account shall be used to provide goods and services that enhance a Designated Beneficiary's quality of life, and which are not otherwise provided for or covered, payable or reimbursable by any government benefit program and shall not be considered an available resource.

5.6. Availability of Benefits. Consistent with that intent, before expending any amounts from the net income and/or principal of a Trust Sub-Account, the Trustee shall consider the availability of all benefits from government or private assistance programs for which the Designated Beneficiary may be eligible. It is the Trustee's intention to maximize, wherever possible, the collection and facilitate the distribution of these benefits.

5.7. Expenditure of Funds. The Trustee may, at its discretion, disburse trust income or principal of the Trust Sub-Account to purchase property or services for each Designated Beneficiary, consistent with the purposes and objectives as referred to in this Trust Agreement. Disbursements shall be made according to the interests and location of each Beneficiary, considering the services and financial resources legally available to him or her from any sources.

The Trustee is authorized to expend funds of the Trust Sub-Account for the supplemental needs of the Designated Beneficiary and is prohibited from making expenditures that will impair or diminish the Designated Beneficiary's receipt of, or eligibility for, government benefits, except under the limited discretionary authority of section 5.8 below.

5.8. Discretionary Authority of Trustee. Notwithstanding the above provisions, the Trustee may make distributions to meet the Designated Beneficiary's need for food, clothing, shelter, health care, or other personal needs, even if those distributions will impair or diminish the Designated Beneficiary's receipt of, or eligibility for, government benefits or assistance, only if the Trustee determines that the distributions will better meet the Designated Beneficiary's needs, and it is in the Designated Beneficiary's best interests, notwithstanding the consequent effect on the Designated Beneficiary's eligibility for, or receipt of, government benefits.

However, if the mere existence of this authority to make distributions from a particular Trust Sub-Account will result in a reduction or loss of the Designated Beneficiary's entitlement to government benefit programs, regardless of whether the Trustee exercises this discretion, this section shall be null and void with respect to such Trust Sub-Account, and the Trustee's authority to make these distributions shall terminate and the authority to make distributions shall be limited to purchasing supplemental goods and services in a manner that will not adversely affect the Designated Beneficiary's government benefits.

5.9. Prohibition Against Court Order to Invade Principal. No interest in the principal or income of any Trust Sub-Account shall be anticipated, assigned, or encumbered pursuant to the authority of section 7-1.6 of New York's Estate, Powers and Trusts Law or any other comparable state or federal rule, regulation, statute or constitutional. EPTL 7-1.6(b) shall not apply.

5.10. Spendthrift Provision. The interest of a Designated Beneficiary in the property held in a Trust Sub-Account, including income and principal, prior to actual payment or delivery by the Trustee, shall not be transferable by voluntary or involuntary assignment or by operation of law. No Designated Beneficiary shall have the power to assign, encumber, direct, distribute or authorize distributions from any Trust Sub-Account.

5.11. Authority to Maintain Eligibility for Government Benefits. If requested to release Trust Sub-Account income or principal by any government or private agency, the Trustee is authorized to take whatever steps, administrative or judicial, as may be necessary to continue the Designated Beneficiary's eligibility for the benefits at issue. The Trustee may use Trust Sub-Account assets to retain an attorney to resolve disputes with any government or private agency; however, if required by court order, the Trustee shall obtain court approval to retain an attorney for this purpose.

6. DISCRETIONARY AUTHORITY OF TRUSTEE

6.1. Binding Effect of Trustee Decisions. The exercise or non-exercise of any discretionary power granted hereunder to the Trustee and all actions taken with respect to making distributions hereunder shall be final and binding upon the beneficiary and all other people.

6.2. Limitations on Discretionary Authority If Trustee is a Grantor. No Trustee shall exercise or join in the exercise of any discretionary authority granted under this Trust Agreement over any Trust Sub-Account to which the Trustee has contributed. The exercise of any such discretionary power shall be exercised by the other Trustee.

7. DISPOSITION OF TRUST ACCOUNT UPON THE DEATH OF A DESIGNATED BENEFICIARY

After the payment of permissible administrative expenses such as (a) taxes due to the State(s) or Federal government because of the death of the Beneficiary and (b) reasonable fees for administration of the Trust Sub-Account such as an accounting of the Trust Sub-Account to a court, completion and filing of documents, or other required actions associated with termination and wrapping up of the Trust Sub-Account, the remaining balance of the Trust Sub-Account shall be credited to the "Remainder Trust Sub-Account" which amount may be used for the purpose of (a) providing direct supplemental needs assistance to any individual who is disabled pursuant to Social Security Law Section 1614(a)(3) [42 USC 1382c(a)(3)], whether or not such individual is a current beneficiary of the Trust, (b) providing indirect supplemental needs assistance to or on behalf of individuals with disabilities and (c) meeting the administrative and/or operating expenses incurred by the Trust.

To the extent that amounts remaining in a Beneficiary's Trust Sub-Account upon the death of the Beneficiary are not retained by the Trust and credited to the Remainder Trust Sub-Account, to be used in furtherance of the purpose of the Trust, the Trust shall pay to the States from such deceased Beneficiary's Trust Sub-Account any remaining amounts equal to the total amount of medical assistance paid on behalf of the Designated Beneficiary under the State plan pursuant to 42 USCS §§ 1396 et seq.

8. IDENTITY, APPOINTMENT AND REMOVAL OF TRUSTEES AND SUCCESSORS.

8.1. Identification of Trustees. The Trustee(s) are CLC Foundation, Inc. with offices located at 135 Radio Circle Drive, Suite 211, Mt. Kisco, New York 10549 ("Administrative Trustee") and a Co-Trustee selected by the Theresa Foundation as identified on Appendix A, hereinafter referred to as "Co-Trustee").

8.2. Successor Trustees. Theresa Foundation's Board of Directors shall have the absolute right to appoint at its sole and absolute discretion Successor Trustee(s) pursuant to the terms and conditions as outlined in this section.

8.3. **Co-Trustees.** Theresa Foundation's Board of Directors shall have the absolute right to appoint in its sole discretion Co-Trustee(s) pursuant to the terms and conditions as outlined in this section.

8.4. **Appointment of Successor Trustee.** The appointment of any Successor Trustee shall become effective immediately upon the action of Theresa Foundation's Board of Directors, subject to the approval of any court having jurisdiction over the Trust if such judicial approval is required. The Theresa Foundation Board of Directors shall have sole and absolute authority to determine the terms and duration of the appointment of any Successor Trustee.

8.5. **Rights and Powers of Successor Trustee.** A Successor Trustee appointed by the Theresa Foundation Board of Directors shall immediately succeed to all existing title held by the prior Trustee and to all powers, rights, discretion, obligations, and immunities of a Trustee under this Trust Agreement with the same effect as though such Successor Trustee were originally named as a Trustee in this Trust Agreement, subject to any limitations in this Trust or imposed by vote of the Theresa Foundation Board of Directors upon appointment.

8.6. **Removal and Appointment of Trustee.** The Theresa Foundation Board of Directors shall have sole and absolute authority to replace a Trustee or Co-Trustee, for any reason, with or without cause, by a majority vote. The Theresa Foundation Board of Directors shall then appoint a Successor Trustee or Successor Co-Trustee in the manner provided for herein.

8.7. **Co-Trustee Requirement.** In the event that a not-for-profit corporation, in furtherance of and as an adjunct to its corporate purposes, acts as Trustee of this Trust for persons with disabilities established pursuant to Social Services Law § 366, then a trust company, as defined in subdivision seven of section one hundred-c of the banking law, must act as Co-Trustee.

9. INDEMNIFICATION

9.1. The Trustee and Co-Trustee shall act prudently with due care, in good faith and with due diligence and shall not be liable for any error of judgment, or for any loss arising out of any act or omission in the management of this Trust, so long as it so acts.

9.2. The Trustee and Co-Trustee shall be fully protected in acting upon any instrument, certificate or paper believed by it to be genuine and to be signed or presented by the proper person or persons, and the Trustee and Co-Trustee shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same conclusive evidence of the truth and accuracy of the statements therein contained.

9.3. All people dealing with the Trustee and Co-Trustee are released from inquiry into the decision or authority of the Trustees and to the application of any monies, securities, or other property paid or delivered to the Trustee and/or Co-Trustee.

10. DELEGATION OF TRUSTEE DUTIES AND AUTHORITY

10.1. Delegation of Trustee Duties and Authority. Except as otherwise expressly provided in this Trust Agreement, a Trustee shall have the authority to delegate to one or more Agents all duties required of him or exercises of discretion granted to the Trustee under this Trust Agreement, including, but not limited to, disbursement of funds on behalf of a Designated Beneficiary, selection of investments for the trust property and performance of other administrative duties. Such delegation shall become effective immediately upon approval by the Trustee then serving. All people dealing with the Trustee are released from inquiry into the decision or authorities of the Trustee or any one of them and from seeing to the application of any money, securities or other properties paid or delivered to the Trustee or any one of them or any agent acting on their behalf.

10.2. Authority to Hire Corporate Custodian for Assets of the Trust. The Trustee shall have the authority with the Settlor's written consent, but not the obligation, to hire a financial institution 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 the Custodian shall include, but not be limited to, the safekeeping of securities and other Trust assets, maintenance of Trust records and payment of disbursements and distributions from the Trust.

10.3. Authority to Hire Investment Counsel and Delegate Investment Authority. The Trustee with the Settlor' written consent shall have the authority to hire an investment advisor or investment counsel on behalf of the Trust and shall have the right to delegate investment authority to an advisor who shall be authorized to make investments on behalf of the Trust with the prior approval of the Trustee.

11. DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

There may be a potential conflict of interest in the administration of the Trust since the Trust retains those funds remaining in the Trust at the time of death of the beneficiary. Funds remaining in the Trust may be used to pay for ancillary and/or supplemental services for beneficiaries and potential beneficiaries which services may be provided directly or indirectly by the Theresa Foundation, CLC Foundation, Inc. and Community Living Corporation, Inc.

The Donors executing the Joinder Agreements are aware of the potential conflicts of interest that exist in the Trustee's administration of the Trust. Any Donor executing a Joinder Agreement to this Master Trust hereby waives any and all claims against the Trustee on account of self-dealing, conflict of interest or any other act. The Trustee shall not be liable to the Donor or to any party for any act of self-dealing or conflict of interest resulting from their affiliations with the Theresa Foundation, CLC Foundation, Inc. and Community Living Corporation, Inc. or with any beneficiary or constituent agencies and/or chapters.

12. OTHER PROVISIONS APPLYING TO TRUSTEE

12.1. Authority to Retain Advisors and Agents. The Trustees shall have the authority to employ and to delegate any of their discretionary and non-discretionary powers to agents, including, but not limited to, attorneys, investment advisors, appraisers, accountants, social workers, case managers, and companions for the Designated Beneficiary of a Trust Sub-Account as they deem necessary and proper and to pay for such services from such Trust Sub-Account.

12.2. Payment for Services. The Trustees are authorized to compensate agents, accountants, custodians, legal and investment counsel and advisors for their services and reasonable expenses. These and any other expenses attributable to the administration of the Trust, including but not limited to reasonable administrative fees charged by the Trustees, shall be charged generally against the trust property and may be allocated to the Trust Sub-Accounts in proportion to their relative values or in any other manner deemed appropriate by the Trustees.

12.3. Compensation of Trustees. The Trustees may waive statutory commissions but are entitled to charge reasonable and necessary fees and expenses incurred in the administration of the trust in accordance with the applicable Joinder Agreement, and any applicable court order.

13. BOND AND INSURANCE

13.1. Bond. No bond or other security shall be required of the Trustees or any successors. However, the Trustees are authorized to obtain such bond as may be required by regulation or a court of competent jurisdiction or other action of the appropriate state or local government agency.

13.2. Insurance. The Trustees may purchase liability insurance covering claims arising from their services as Trustee hereunder. The premiums for any such bond or insurance coverage shall be charged as a general expense of the Trust.

14. POWER TO AMEND TRUST

The terms of the Trust Agreement and the Joinder Agreements may be amended by Theresa Foundation and shall become effective immediately upon approval by its Board of Directors with notice to the Trustee and without notice to any other party and/or Designated Beneficiary. However, if approval of any court having jurisdiction over the Trust is required, any amendments shall be subject to the approval of such court.

Notwithstanding the foregoing, Theresa Foundation shall have no power to alter or amend:

a. The purpose or objective of the Trust
b. Make gifts revocable that are otherwise irrevocable under this Trust or the Joinder Agreement
c. Adversely affect a prior executed Joinder Agreement
d. The identity of a Designated Beneficiary or to an interest in the Trust as set forth in this Trust Agreement and the Joinder Agreements, or
e. Adversely affect the exempt status of the Trust funds under Federal and State law.

15. GOVERNING LAW

This Trust Agreement shall be interpreted, and the administration of the trust shall be governed by the laws of the State of New York. However, if applicable, federal law shall govern any matter related to the relationship between this Trust and the government benefits for which a Designated Beneficiary may be eligible. The situs of this trust for administrative and accounting purposes shall be in the County of Nassau, State of New York, which is the location of an office of the Theresa Foundation.

16. GENERAL PROVISIONS

16.1. Invalidity Of Any Provision. Should any provisions of this Trust Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall be and continue to be fully effective.

16.2. Terminology And Construction. Under this Trust Agreement the masculine, feminine or neuter gender, and the singular or plural, of any term shall each include the others depending on the context.

16.3. Settlor's Consent. Under this agreement, Settlor's consent must be in writing and signed by Settlor or its authorized agent for the consent to be valid.

16.4. Headings. The headings or captions in this Trust Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intention of the parties or affect any of the provisions of this Trust Agreement.

IN WITNESS WHEREOF, the Settlor and the Trustee execute this Trust Agreement on the dates indicated below.

Theresa Alessandra Russo Foundation, Inc.

By: Vincent J. Russo
Vincent J. Russo
Treasurer

State of New York)
) ss.:
County of Nassau)

On the 9th day of January, in the year 2025 before me personally came Vincent J. Russo, to me known, who, being by me duly sworn, did depose and say that he reside(s) in Lido Beach, New York; that he is the Treasurer of the Theresa Alessandra Russo Foundation, Inc., the corporation described in and which executed the above instrument; that he know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

Notary Public

KATIE ANN TROTTA
Notary Public, State of New York
No. 02TR6325872
Qualified in Nassau County
Commission Expires June 6, 2027

CLC Foundation, Inc.

By: _____
Denyele Urciuoli
Executive Director

State of New York)
) ss.:
County of Westchester)

On the 9 day of January in the year 2025 before me personally came Denyele Urciuoli, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in Mt. Kisco, New York; that he/she/they is (are) the Executive Director of CLC Foundation, Inc., the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

_____
Notary Public

FREDERIC B. EISMAN
Notary Public, State of New York
No. 02EI5022176
Qualified in Westchester County
Commission Expires January 3, 2026

APPENDIX A

Co-Trustee

Argent Trust Company

ACKNOWLEDGMENT OF ACCEPTANCE, RECEIPT AND APPROVAL

Argent Trust Company, a Tennessee chartered trust company with offices at 613 South Lamar Blvd., Oxford, Mississippi 38655, hereby accepts the appointment of Co-Trustee and acknowledges receipt, approval, and acceptance of the Theresa Pooled Asset Trust (Master Trust Agreement) dated January 9, 2025.

Argent Trust Company

By: _____

STATE OF MISSISSIPPI }
}
COUNTY OF LAFAYETTE }

On the 9th day of January in the year 2025 before me, the undersigned, personally appeared Mark C. Harnett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Debbie Maddigan Argent Trust Co.
(signature and office of individual taking acknowledgment)

State of Mississippi
DEBBIE MADDIGAN, Notary Public
Lafayette County
My Commission Expires August 4, 2028
Commission Number 482661