

CENTER FOR DISABILITY RIGHTS, INC.  
COMMUNITY SUPPLEMENTAL NEEDS TRUST

*(A Trust for Persons with Disabilities)*

AMENDED AND RESTATED  
MASTER TRUST AGREEMENT

*Center for Disability Rights, Inc.*

497 State Street

Rochester, NY 14608

585-546-7510

E-mail: Matthew Albright [malbright@cdmns.org](mailto:malbright@cdmns.org)

CENTER FOR DISABILITY RIGHTS, INC.  
COMMUNITY SUPPLEMENTAL NEEDS TRUST  
*(A Trust for Persons with Disabilities)*

MASTER TRUST

**THIS TRUST AGREEMENT** is made and entered into this 26<sup>th</sup> day of June, 2013, by and between Center for Disability Rights, Inc., a New York not-for-profit corporation, with principal offices at 497 State Street, Rochester, New York, as Settlor; and Center for Disability Rights, Inc., a New York not-for-profit corporation, with principal offices at 497 State Street, Rochester, New York, and a financial institution as selected in Article V Section 5.1 as co-trustees (hereinafter referred to collectively as "Trustee").

**WITNESSETH:**

**WHEREAS**, the Settlor established a Trust (the "**CENTER FOR DISABILITY RIGHTS, INC. COMMUNITY SUPPLEMENTAL NEEDS TRUST**") herein also referred to as the "Trust") on June 5, 2008, with **CENTER FOR DISABILITY RIGHTS, INC. AND MANUFACTURERS AND TRADERS TRUST COMPANY** as Co-Trustees, solely to provide a broad range of benefits for persons with disabilities as set forth herein; and

**WHEREAS**, the Board of Trustees of the **CENTER FOR DISABILITY RIGHTS, INC.** has the power pursuant to Article 8.1. of the Trust to amend the provisions of the Trust, with such amendment becoming effective immediately upon approval by the requisite number of the Board of Trustees; and

**WHEREAS**, Article 5.1. of the Trust provides **CENTER FOR DISABILITY RIGHTS, INC.** with the ability to appoint a financial institution to serve as new Co-Trustee with Center for

Disability Rights, Inc.; and

**WHEREAS**, CENTER FOR DISABILITY RIGHTS, INC., pursuant to its power in Article 5.1., hereby appoints GENESEE VALLEY TRUST COMPANY to serve as Co-Trustee in accordance with Article 5.1; and **NOW, THEREFORE, IT IS AGREED** that the Trust shall be amended and restated in whole, and the Trustee shall administer and dispose of the Trust property as more specifically set forth hereinafter:

## ARTICLE ONE

### 1.0 NAME OF TRUST AND DEFINITIONS

#### 1.1 Name of Trust:

CENTER FOR DISABILITY RIGHTS, INC. COMMUNITY SUPPLEMENTAL  
NEEDS TRUST

#### 1.2 Definitions:

For all purposes under this instrument:

- a. "CENTER FOR DISABILITY RIGHTS, INC. COMMUNITY SUPPLEMENTAL NEEDS 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).
- b. "OBRA '93": authorizes the establishment of trusts containing the assets of persons with disabilities so long as the assets are managed by not-for-profit associations.
- c. "Settlor": the not-for-profit association establishing a Supplemental Needs

Trust.

- d. "Donor": shall mean the person who is donating property.
- e. "Trustee": shall mean CENTER FOR DISABILITY RIGHTS, INC. and a financial institution which holds legal title to property "in trust" for the benefit of another person.
- f. "CENTER FOR DISABILITY RIGHTS, INC.": is a not-for-profit corporation created under the laws of the State of New York.
- g. "Beneficiary, Disabled Beneficiary or in-kind-Beneficiary": shall mean those persons with mental retardation or other disability as determined by the Trustee in accordance with the Joinder Agreement who may receive the benefits of the Trust property.
- h. "Distribute": shall mean to pay over, convey, deliver, transfer, and assign absolutely and in fee simple forever, free of all trusts created hereunder.
- i. "Trust Account": shall mean the pooled Sub-Trust accounts which shall consist of contributions from Donors of both income and principal.
- j. "Sub-Trust account": shall mean a separate account maintained for each Beneficiary of the Trust by CENTER FOR DISABILITY RIGHTS, INC. as Trustee, consisting primarily of cash and its equivalent.
- k. "Joinder Agreement": shall mean the instrument that is executed by the Settlor for purposes of establishing a separate Sub-Trust account for the benefit of a person with a disability.
- l. "Remainderman": the individual or entity receiving proceeds upon

termination of the Sub-Trust account.

- m. "Remainder Sub-Trust account": shall mean the separate account maintained by CENTER FOR DISABILITY RIGHTS, INC. as Trustee to which may be credited any and all amounts remaining in a Beneficiary's Sub-Trust account upon the death of said Beneficiary.

## ARTICLE TWO

### 2.0 TRUST PURPOSE, ELIGIBILITY AND ACCEPTANCE

#### 2.1 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 (the "Disabled Beneficiary" referred to in the "Joinder Agreement") who are disabled as defined in Section 1614(a)(3) of the Social Security Act [42 U.S.C. § 1382c(a)(3)] for whom trust accounts (hereinafter called "Sub-Trust account") are established and upon the death of the Beneficiary, the funds that are received by the Trust may be retained by the CENTER FOR DISABILITY RIGHTS, INC. COMMUNITY SUPPLEMENTAL NEEDS TRUST and administered by the Trustee to further the express purpose of the Trust as more fully stated below. This Trust is intended to provide, in the sole and absolute discretion of the Trustee, extra and supplemental services and benefits for the care, support, comfort, education and training of the Beneficiaries in addition to and over and above benefits they already receive, are entitled to receive or may receive or be entitled to receive in the future as a result of their present or future mental

retardation or physical, psychological or developmental disabilities from any federal, state or local government program, agency or department.

Except as Donor's intent is otherwise expressed in the Joinder Agreement, Donor declares that in creating the Trust account provided for the Beneficiary, the Donor's primary purpose is to benefit the Beneficiary for all reasonable expenditures, as to both income and principal and not to preserve the principal for the benefit of any remainderman. Donor directs that this purpose be carried out in determining any questions which may arise between the interests of the Beneficiary and the remainderman. The Trustee retains the full discretion to determine the appropriateness of said expenditures.

Center for Disability Rights, Inc. as Trustee shall be responsible for maintaining a Sub-Trust account in the name of, and showing the property contributed for, each Beneficiary. Genesee Valley Trust Company, or any other financial institution serving as Co-Trustee under this Agreement, shall be responsible solely as custodian and money manager of the Trust Account. Any provision in this Agreement which refers to the duties of the Trustee shall be interpreted in accordance with this division of responsibilities. The investment objective for a Sub-Trust account shall consist primarily of cash and its equivalent. However, the Center for Disability Rights, Inc. as Trustee, and the financial institution serving as Co-Trustee under this Agreement, may agree to invest some portion of these funds in non-cash investments as permitted by EPTL §11-2.1 or any other law applicable to fiduciaries.

Any and all amounts remaining in the Trust upon the death of any Beneficiary may be credited to the "Remainder Sub-Trust Account" which amounts may be used for the purpose of providing direct supplemental needs assistance to any individual who is

disabled, as determined by the Trustee, pursuant to Section 1614(a)(3) of the Social Security Act [42 U.S.C. § 1382c(a)(3)], whether or not such individual is a current Beneficiary of the Trust. Amounts in the "Remainder Sub-Trust Account" shall also be available to the Trustee for the purpose of providing indirect supplemental needs assistance to or on behalf of individuals with disabilities. Such indirect expenditure(s) may consist of, but are not limited to, education, training, advocacy and such other incidental services or products which meet the need(s) of any current or potential Beneficiary of the Trust or have the effect of heightening the awareness of the general community to the special needs of individuals with disabilities. Amounts in the "Remainder Sub-Trust Account" shall also be available to the Trustee to meet any administrative and/or operating expenses incurred by the Trust.

To the extent that amounts remaining in a Beneficiary's account upon the death of the Beneficiary are not retained by the trust and credited to the Remainder Sub-Trust Account, to be used in furtherance of the purpose of the Trust, the Trust shall pay to the States from such deceased Beneficiary's account any remaining amounts equal to the total amount of medical assistance paid on behalf of the Beneficiary under the respective States' plans pursuant to 42 U.S.C. §§ 1396 *et seq.*, with reimbursements to the States to be made in proportion to the amounts of medical assistance each provided to the Beneficiary.

2.1.1 Compliance with Federal and State Law: This Trust is established pursuant to, and is intended to comply with the provisions of 42 U.S.C. § 1396(p)(d)(4) (commonly known as OBRA '93), New York Social Services Law § 366(2)(b)(2)(iii)(B), and the New York State Department of Health and rules and regulations promulgated

thereunder, and it shall be construed accordingly. The Trustee shall provide to the New York State Department of Health and/or the appropriate social services district of the State of New York such notices as are required by statute and regulation.

## 2.2 Eligibility

- a. Eligible Beneficiaries: This Trust is open to individuals who, by reason of their being disabled as defined in Section 1614(a)(3) of the Social Security Act [42 U.S.C. § 1382c(a)(3)], shall be eligible Beneficiaries of this Trust.
- b. Funding Trust Accounts: The Trust is established as of the day and year first above written. It shall be effective as to any Beneficiary upon execution of a Joinder Agreement, after proper certification by the Trustee. A sample Joinder Agreement is attached hereto. Upon delivery to and acceptance by the Trustee of cash, its equivalent, or then marketable securities, the Trust, as to the Beneficiary, shall be irrevocable and said property shall be non-refundable.

Deposits, in not less than \$100 increments, to fund the Sub-Trust account shall be accepted at any time during the year. Said contributions are to be administered in accordance with the Joinder Agreement, subject to proper certification by the Trustee.

The Beneficiary for whom a Sub-Trust account shall have been set apart under this Agreement may not alienate, dispose of or in any manner encumber his or her benefits under this Agreement, and any purported alienation, disposition or encumbrance by or on behalf of the Beneficiary shall be null and void. The interest of the Beneficiary and the income under the Sub-Trust account created under this Agreement shall be free from the control or interference of any creditor of the



Beneficiary, and shall not be subject to attachment or susceptible to anticipation or alienation.

2.3 Acceptance

The Settlor hereby establishes a Master Trust for the convenience of individuals and families. If a Joinder Agreement is executed incorporating the provisions of this Trust by reference, and the Joinder Agreement has been approved by the Trustee, the Trustee agrees to hold, administer, and distribute the income and principal of the Trust in accordance with the terms and provisions hereinafter set forth.

## ARTICLE THREE

3.0 EXPENDITURES:

3.1 The Trustee may, at its discretion, disburse trust income or principal to purchase property or services for each Beneficiary, consistent with the purposes and objectives as referred to in this instrument. Disbursements shall be made according to the interests and location of each Beneficiary, taking into account the services and financial resources legally available to him or her from any sources. Any net income not so disbursed shall be accumulated and added to the principal on an annual basis.

3.2 Notwithstanding the above, it is the further intent of the Settlor that no distribution be ordered in contravention of the intent of the Trust and of 42 U.S.C. § 1396p(d)(4)(C), Social Services Law § 366(2)(b)(2)(iii)(B) and New York Estates, Powers and Trusts Law (E.P.T.L.) § 7-1.12. This provision is intended to negate and eliminate any discretion granted to any Court by E.P.T.L. § 7-1.6. The Settlor intends that the funds provided by any third party be utilized for the "supplemental needs" of the Beneficiary. The Settlor intends that if the Trustee receives

any contributions from the Beneficiary, whether as an outright gift or pursuant to a Court Order, these Trust assets are to be protected by the terms of this Supplemental Needs Trust.

Notwithstanding the provisions above, the Trustee in consultation with the Beneficiary's legal guardian, if any, or family members of the Beneficiary, may make distributions to meet the Beneficiary's need for food, clothing, shelter or health care even if such distribution may result in an impairment or diminution of the Beneficiary's receipt or eligibility for government benefits or assistance, but only if the Trustee determines (i) that the Beneficiary's basic needs cannot be met adequately without such expenditure, and (ii) that it is in the Beneficiary's best interest to suffer the consequent effect, if any, on the Beneficiary's eligibility for or receipt of government benefits or assistance; provided, however, that if the mere existence of the Trustee's authority to make distributions pursuant to this subparagraph shall result in the Beneficiary's loss of government benefits or assistance, regardless of whether such authority is actually exercised, this subparagraph shall be null and void and the Trustee's authority to make such distributions shall cease and shall be limited as otherwise provided herein to supplement and not supplant any government entitlement.

- 3.3 If the Beneficiary's residence changes from the State of New York to another state, distributions may cease until appropriate arrangements for the distribution of funds can be made.

## ARTICLE FOUR

### 4.0 TRUSTEE FEES

- 4.1 The Trustee shall be entitled to an annual fee from each Sub-Trust account. The annual fee

shall be calculated based upon the Sub-Trust account's status and in accordance with the published fee schedule then in effect which is subject to and may change from time to time.

## ARTICLE FIVE

### 5.0 ADMINISTRATIVE PROVISIONS

5.1 Selection of Co-Trustee: Genesee Valley Trust Company shall serve as Co-Trustee for an initial term of one (1) year from the date of this agreement previously set forth; and Center for Disability Rights, Inc. shall, on an annual basis, evaluate the performance of the financial institution which is serving as Co-Trustee and either reappoint the same or appoint a new Co-Trustee provided that said Co-Trustee shall be another trust company or bank qualified to act as a Trustee in New York.

5.2. Management Board: Center for Disability Rights, Inc. shall appoint a management board to carry out its duties as Trustee. The Finance Committee of the Center for Disability Rights, Inc. shall recommend, nominate, appoint and remove members of this management board (the "Board of Trustees").

5.3 Accountings: For accounting purposes, the Trust shall be operated on a calendar year basis. Center for Disability Rights, Inc. as Trustee, or its authorized agent, shall maintain records for each Trust Sub-Trust account in the name of, and showing the property contributed for, each Beneficiary. Periodic accounts not less often than annually shall be sent to each Beneficiary and/or the appropriate representatives or designees of each Beneficiary, showing additions to and disbursements from the funds held on account in Trust for that Beneficiary during the preceding calendar year. At least as often as annually, the books and records of the Trustee shall be audited by a certified public accounting firm.

5.4 Trustee Powers: 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, and to perform the Trustee's duties as such and to receive, hold, manage, and control all the income arising from such Trust and the corpus thereof and do such other acts and things concerning the Trust as may be advisable, including, but not limited to, all powers conferred upon fiduciaries by the E.P.T.L., as of the date of the execution of this Master Trust, and the powers conferred upon the Trustee by said statute are hereby incorporated into this Trust by reference.

No Trustee named in this Agreement or named pursuant to the power granted in this Agreement shall be required to furnish any bond or other security in any jurisdiction for the faithful performance of its duties as Trustee.

5.5 No money or property of the Trust shall be pledged, assigned, transferred, sold in any manner anticipated, charged or encumbered by any Beneficiary, remainderman or other Beneficiary hereunder, except by operation of law, or be in any manner liable while in the possession of the Trustee for his/her or their debts, contracts, obligations, or engagements, voluntary or involuntary, or for any claims, legal or equitable, against such remainderman, Beneficiary, or Beneficiaries. No Trust property shall be available to any Beneficiary, remainderman, or any other Beneficiary until actually delivered to or for the benefit of him or her.

## ARTICLE SIX

### 6.0 INDEMNIFICATION

6.1 The Trustee 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 acts prudently

with due care, good faith and diligence.

- 6.2 The 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 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 as conclusive evidence of the truth and accuracy of the statements therein contained.
- 6.3 All persons dealing with the Trustee are released from inquiry into the decision or authority of the Trustee and to the application of any monies, securities, or other property paid or delivered to the Trustee.
- 6.4 The Trustee and each of its agents and employees, as well as its agents' and employees' heirs and legal 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 attorneys' 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, action, suit or proceeding in which he, she, or it may be involved by reason of being or having been a Trustee, whether or not he, she or it shall have continued to serve as such at the time of incurring such claim, liabilities, fines, penalties, costs or expenses or at the time of being subjected to the same. However, said persons and entities, or their heirs or legal 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 any such person or entity may be entitled as a matter of law or otherwise.

## ARTICLE SEVEN

### 7.0 APPOINTMENT OF SUCCESSORS

7.1 This Trustee may resign at any time: In the event a Trustee resigns, the successor shall be selected and appointed by Center for Disability Rights, Inc. If Center for Disability Rights, Inc. does not appoint a successor within thirty (30) days of its resignation, its successor shall be selected and appointed by a court of appropriate jurisdiction in Monroe County, New York. Upon resignation, the Trustee shall prepare a final accounting which shall be approved by the Board of Trustees of the Center for Disability Rights, Inc. and the successor Trustee, if required, shall seek approval by a court of appropriate jurisdiction in Monroe County, New York.

7.2 Rights and Powers of Successor Trustees: Every successor Trustee or additional Trustee appointed to and accepting a Trusteeship hereunder shall have all the rights, title, powers, duties, exemptions and limitations of the original Trustee; but no successor Trustee shall in any way be liable or responsible for anything done or omitted in the administration of the Trust prior to the date of becoming successor Trustee. The Trustee shall promptly notify the Board of Trustees of the Center for Disability Rights, Inc. and the Beneficiaries and/or their representatives by first class mail upon the happening of any change in the personnel of Trusteeship.

## ARTICLE EIGHT

### 8.0 AMENDMENT AND TERMINATION OF TRUST

8.1 Amendment: The Board of Trustees of the Center for Disability Rights, Inc. shall have the right and power to amend the provisions of this Trust and the Joinder Agreement, and such amendment shall become effective immediately upon approval of the requisite number of the Board of Trustees without action or approval of any court having jurisdiction over the trust, provided, however, that any such amendment shall not:

- a. alter 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.

### 8.2 Death Of Beneficiary

Upon the death of the Beneficiary, amounts remaining in the Beneficiary's Sub-Trust account may be retained by the Center for Disability Rights, Inc. Community Supplemental Needs Trust to further the purposes of the Trust.

8.3 Center for Disability Rights, Inc. is a corporation organized and existing under the Not-For-Profit Corporation Law of the State of New York. Center for Disability Rights, Inc. is recognized as a qualified charitable organization under Section 501 (c) (3) of the Internal Revenue Code. Upon the death of the Beneficiary, the funds that are received by the Trust may be retained by the CENTER FOR DISABILITY RIGHTS, INC. COMMUNITY SUPPLEMENTAL NEEDS TRUST and administered by the Trustee to further the purposes of the Trust. If the funds are not retained by the Trust upon the death of

the Beneficiary, the Trust shall pay to the States from such deceased Beneficiary's account any remaining amounts equal to the total amount of medical assistance paid on behalf of the Beneficiary under the respective States' plans pursuant to 42 U.S.C. §§ 1396 *et seq.*, with reimbursements to the States to be made in proportion to the amounts of medical assistance each provided to the Beneficiary.

## ARTICLE NINE

### 9.0 DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

9.1 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 rendered by Center for Disability Rights, 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 Center for Disability Rights, Inc. or with any Beneficiary.

## ARTICLE TEN

### 10.0 SITUS:

10.1 The Trust created by this Agreement has been accepted by the Trustee in the State of New

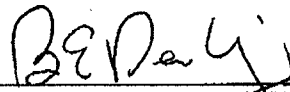


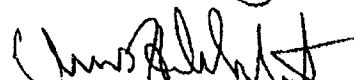
York and will be initially administered by Center for Disability Rights, Inc. in the State of New York. The validity, construction, and all rights under this Agreement shall be governed by the laws of the State of New York. The situs of this trust for administrative and accounting purposes shall be in the County of Monroe, the County where the majority of meetings concerning establishment of the Trust have occurred.

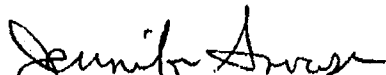
10.2 Invalidity of any Provision: Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall be and continue to be fully effective.


**IN WITNESS WHEREOF**, the undersigned hereby subscribe to this **AMENDED AND RESTATED MASTER TRUST**, consisting of sixteen (16) pages, including this page, on the date first above written.


CENTER FOR DISABILITY RIGHTS, INC., as  
Settlor and Trustee

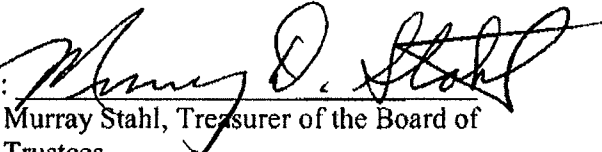
BY:   
Bruce Darling, Chief Executive Officer

BY:   
Chris Hilderbrant, Chief Operating Officer,  
Member of the Board of Trustees

BY:   
Jennifer Smouse, Director of Finance,  
Member of the Board of Trustees

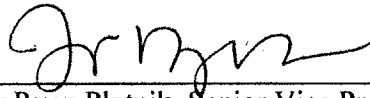
BY:   
Marsha Sweet, Assistant Director of  
Independent Living, Member of the Board of  
Trustees

BY:   
Diane Coleman, Member of the Board of  
Trustees

BY:   
Murray Stahl, Treasurer of the Board of  
Trustees

MARY M. WILLOUGHBY  
REG #01WI5013556  
COUNTY OF MONROE  
COMMISSION EXPIRES \_\_\_\_\_

GENESEE VALLEY TRUST COMPANY, as Co-Trustee

BY:   
Joy Ryen Plotnik, Senior Vice President  
and Chief Operating Officer

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On this 26<sup>th</sup> day of June, 2013, before me personally came Bruce Darling, to me known, did depose and say that he resides at Hilltop NY; and that he is the Chief Executive Officer of CENTER FOR DISABILITY RIGHTS, INC., the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto by authority of the Board of Directors of said corporation.

MARY M. WILLOUGHBY  
REG #01WI5013556  
COUNTY OF MONROE  
COMMISSION EXPIRES 7-15-2013

Mary M. Willoughby  
Notary Public

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On this 13<sup>th</sup> day of June, 2013, before me personally came Chris Hilderbrant, to me known, did depose and say that he resides at Rochester NY; and that he is the Chief Operating Officer of CENTER FOR DISABILITY RIGHTS, INC., the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto by authority of the Board of Directors of said corporation.

MARY M. WILLOUGHBY  
REG #01WI5013556  
COUNTY OF MONROE  
COMMISSION EXPIRES 7-15-2013

Mary M. Willoughby  
Notary Public

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

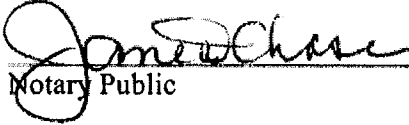
On this 13 day of June, 2013, before me personally came Jennifer Smouse, to me known, did depose and say that she resides at 497 State St.; and that she is the Director of Finance of CENTER FOR DISABILITY RIGHTS, INC., the corporation described herein and which executed the foregoing instrument, and that she signed her name thereto by authority of the Board of Directors of said corporation.

SUSAN STAHL  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01ST6097414  
QUALIFIED IN MONROE COUNTY  
MY COMMISSION EXPIRES AUG. 18, 2015

Susan Stahl  
Notary Public

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

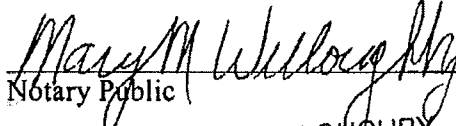
On this 11<sup>th</sup> day of June, 2013, before me personally came Marsha Sweet, to me known, did depose and say that she resides at Rochester NY; and that she is the Assistant Director of Independent Living of CENTER FOR DISABILITY RIGHTS, INC., the corporation described herein and which executed the foregoing instrument, and that she signed her name thereto by authority of the Board of Directors of said corporation.

  
Notary Public

Jane D. Chase  
Notary Public  
State Of NY, Monroe Co.  
Commission Exp. Jan. 31 2014

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On this 26<sup>th</sup> day of June, 2013, before me personally came Diane Coleman, to me known, did depose and say that she resides at Rochester M; and that she is a Member of the Board of CENTER FOR DISABILITY RIGHTS, INC., the corporation described herein and which executed the foregoing instrument, and that she signed her name thereto by authority of the Board of Directors of said corporation.

  
Notary Public

MARY M. WILLOUGHBY  
REG #01WI5013556  
COUNTY OF MONROE  
COMMISSION EXPIRES 7-15-2013

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

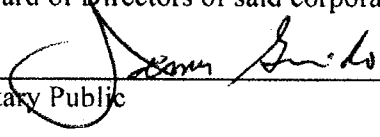
On this 26<sup>th</sup> day of June, 2013, before me personally came Murray Stahl, to me known, did depose and say that he resides at Rochester NY; and that he is the Treasurer of CENTER FOR DISABILITY RIGHTS, INC., the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto by authority of the Board of Directors of said corporation.

  
Notary Public

MARY M. WILLOUGHBY  
REG #01WI5013556  
COUNTY OF MONROE  
COMMISSION EXPIRES 7-15-2013

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On this 13<sup>th</sup> day of June, 2013, before me personally came Joy Ryen Plotnik, to me known, did depose and say that she resides at Pittsford, New York; and that she is the Senior Vice-President and Chief Operating Officer of GENESEE VALLEY TRUST COMPANY, the corporation described herein and which executed the foregoing instrument, and that she signed her name thereto by authority of the Board of Directors of said corporation.

  
Notary Public

**JAMES GUIDO**  
Notary Public in the State of New York  
**MONROE COUNTY**  
Commission Expires January 10, 20 14