

PLANNED LIFETIME ASSISTANCE NETWORK
OF CONNECTICUT, INC.

IRREVOCABLE INSURANCE TRUST

(Edition: September 6, 2016)
C-Trust



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PLANNED LIFETIME ASSISTANCE NETWORK OF CONNECTICUT, INC. IRREVOCABLE INSURANCE TRUST

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THE GRANTOR ACKNOWLEDGES BEING ADVISED THAT THIS AGREEMENT IS A COMPLICATED LEGAL DOCUMENT AND THAT THE GRANTOR SHOULD CONSULT A LAWYER BEFORE SIGNING IT.

THIS TRUST AGREEMENT is made between the person who, as Grantor, signs the PLAN Trust Adoption Agreement (hereinafter the "Trust Adoption Agreement"), a copy of which is attached hereto and the terms of which are incorporated herein and made an integral part of this Trust Agreement, and PLANNED LIFETIME ASSISTANCE NETWORK OF CONNECTICUT, INC., as Trustee. This Trust Agreement is for the benefit of the person or persons whom the Grantor identifies as the "Primary Beneficiary" and as other beneficiaries in the Trust Adoption Agreement.

Section 1. Establishment of Trust.

In order to fund this trust, the Grantor delivers and assigns the property specified in Schedule A to the Trustee, who acknowledges receipt and agrees to hold and administer it in trust together with any property added to the trust, pursuant to the terms of this document.

Section 2. Distributions of Income and Principal.

During the Primary Beneficiary's lifetime, after deducting all proper charges and expenses, the Trustee may pay or apply, to or for the benefit of the Primary Beneficiary, so much of the net income and/or principal of the trust as the Trustee, in its sole, absolute and uncontrolled discretion shall deem desirable for the purposes, and subject to the terms and conditions set forth in Section 3; provided, however, that after the Grantor's death, distributions of principal shall only be made if approved by a majority vote of the Trust Committee of the Trustee. Any net income not so expended shall be accumulated and added to principal.

Section 3. Material Purpose and Spendthrift Provisions.

(a) The Grantor believes that the Primary Beneficiary may from time to time be placed in situations which are inconsistent with the Primary Beneficiary's welfare and productivity, and the Grantor does not wish to contribute in any way to the perpetuation of such circumstances. The Grantor understands that the Primary Beneficiary's location may at various times be unknown to the Trustee or be such that it is not reasonably practical for the Trustee to assess the needs of the Primary Beneficiary. The Grantor also recognizes that the Primary Beneficiary may require medical care, hospitalization or other assistance and that the resulting expenses, if paid by the trust, could exhaust the trust property leaving no funds for the Primary Beneficiary's continuing benefit or for the other beneficiaries of the trust. Accordingly, in order to preserve the trust corpus for the continuing benefit of the Primary Beneficiary, the Grantor wishes to preserve the Primary Beneficiary's eligibility, to which the Grantor believes the Primary Beneficiary has a right as a citizen, for benefits of cash, medical and/or other forms of assistance from all sources, including without limitation those available as a result of the Primary Beneficiary's disability, age or needs, from (i) local, state and/or federal governments or governmental agencies, (ii) any private insurance company or other organization that may provide payments, services, or assistance to disabled, handicapped or needy persons, (iii) any other trust or other fund from which the Primary Beneficiary is eligible to receive income, principal, distributions or any other benefit, direct or indirect, or (iv) any other source (all such benefits and assistance hereinafter referred to as "benefits").

(b) The material and primary purpose of this discretionary trust is to maintain and enhance the quality of life of the Primary Beneficiary. To serve this purpose, trust income and principal shall be used to the maximum extent possible to provide advocacy services for the Primary Beneficiary and, to the extent not necessary for such services, supplement such benefits as are received by the Primary Beneficiary, with due consideration of the Primary Beneficiary's special needs, in a manner that is consistent with the Primary Beneficiary's best interests as determined by the Trustees in their sole, absolute and uncontrolled discretion with the terms and provisions of this Trust Agreement.

(c) The Grantor intends that the Primary Beneficiary be able to maintain contact with the Primary Beneficiary's family, and the Trustee is therefore authorized to distribute trust property which is otherwise permitted for distribution to or for the benefit of the Primary Beneficiary or others in order to facilitate such contact.

(d) If the Trustee is empowered to pay or apply principal of the trust, any life insurance policies, or interests therein, constituting the trust property may be so paid over or applied by assigning ownership of, or interests in, such policies.

(e) No money or property payable or distributable under this trust shall be pledged, assigned, anticipated or encumbered by any beneficiary hereunder or be in any manner liable in the possession of the Trustees for the debts, contracts or obligations of any beneficiary, voluntary or involuntary, or for any claims, legal or equitable, including claims for support, against any beneficiary.

(f) The provisions of this Section shall negate and override any present or future provisions of any state or federal law which attempt to construe this discretionary trust as a support trust, and a court having jurisdiction over the trust shall not have the discretion to order that an allowance from income or principal of the trust be made to any beneficiary to provide for such beneficiary's support, maintenance, health or education in contravention of the terms of the trust.

(g) The Trustee is expressly authorized to expend trust net income and principal for the benefit of the Primary Beneficiary, whether or not persons other than the Primary Beneficiary also may receive a benefit (whether directly or indirectly) as a result thereof. The Trustee is directed to take into account all funds available to the Primary Beneficiary before making any distributions to or for the benefit of the Primary Beneficiary. For purposes of this determination, the Trustee is permitted to rely on information provided by such beneficiary or any other appropriate person.

(h) The Trustee may expend trust income and principal to assist the Primary Beneficiary and his legal representatives in obtaining and maintaining the Primary Beneficiary's access to benefits, including the cost of reasonable legal and social services.

(i) The Trustee's "sole, absolute and uncontrolled discretion" in determining whether to make or withhold distributions of trust property to or for the benefit of any beneficiary shall be binding and conclusive and shall not be reviewable by any court.

Section 4. Termination of Trust.

(a) Upon Primary Beneficiary's death, if this trust has not previously terminated as provided herein, the trust shall terminate. The Trustee may pay the Primary Beneficiary's funeral expenses and any of the Primary Beneficiary's outstanding debts to the extent payment of such debts is otherwise herein authorized (specifically excluding reimbursement of claims or repayment of liens by any governmental agency for benefits provided to the Primary Beneficiary) and to the extent such payment is deemed desirable by the Trustee in its sole, absolute and uncontrolled discretion. The Trustee shall distribute the trust property remaining after such payments, if any, in accordance with that option set forth in the Trust Adoption Agreement and set forth as follows; provided, however, that if no designation is made or if more than one designation is made, the Trustee shall distribute such property in accordance with Option 1 following:

Option 1: Distribution to PLAN OF CT, INC., for General Charitable Purposes. All of such property shall be distributed to PLANNED LIFETIME ASSISTANCE NETWORK OF CONNECTICUT, INC., or its successor, to be used for such organization's general charitable uses and purposes.

Option 2: Distribution to PLAN OF CT, INC., to Fund Charitable Trust. All of such property shall be distributed to PLANNED LIFETIME ASSISTANCE NETWORK OF CONNECTICUT, INC., or to its successor, to be allocated to the Charitable Trust Fund established by it to provide services to named individuals.

Option 3: Distribution to Individuals and Charities. All of such property shall be distributed to the then living individuals, if any, and to the charitable organizations then in existence, if any, in the percentages designated by the Grantor in the Trust Adoption Agreement. All of such property distributed to such charitable organization shall be used for such organization's general charitable uses and purposes. In the event that none of the individuals designated by the Grantor in that Trust Adoption Agreement are then living, then all of such property shall be

distributed pro rata to the charitable organizations designated by the Grantor in the Trust Adoption Agreement. In the event that none of the organizations designated by the Grantor in the Trust Adoption Agreement are then in existence, then all of such property shall be distributed pro rata to the then living individuals designated by the Grantor in that Trust Adoption Agreement.

(b) In the event that the Trustee is unable to determine for any period of ten (10) consecutive years following the date of execution of this Trust Agreement whether the Primary Beneficiary is living, the Trustee may terminate the trust. Such a decision to terminate may only be made if approved by a majority vote of the Trust committee of the Trustee. Upon such direction, the trust shall terminate, and the Trustee shall distribute the then remaining trust property pursuant to the terms of paragraph (a) preceding.

Section 5. Investment Responsibility.

Notwithstanding anything to the contrary contained herein, the Trustee may at any time employ and compensate an investment counselor or other professional advisor to assist and advise the Trustee with respect to the investment of trust assets; provided, however, that at the time of such employment such counselor or advisor has a reputation in the community for competence and fair dealing; and provided, further, that such employment shall cease if at any time such counselor or advisor fails to maintain such a reputation. If the Trustee employs a counselor or advisor as provided above, the Trustee may delegate all investment responsibility to such counselor or advisor and may act without independent investigation upon the recommendations of any such counselor or advisor without liability for any neglect, omission, misconduct or default of such counselor or advisor.

Section 6. Powers of the Trustee.

(a) In addition to other powers conferred on the Trustee elsewhere in this Trust Agreement and by law and without the order or approval of any court, except as otherwise provided herein, I authorize and empower the Trustee:

(1) to retain, acquire, or sell any variety of real or personal property (including any discretionary common trust fund of any corporate Trustee acting under this document, mutual funds, covered or uncovered stock options, insurance policies on the Grantor's life and investments in foreign securities), without regard to diversification and without being limited to the investments authorized for trust property; (2) to exercise stock options; (3) to enter into agreements for the sale, merger, reorganization, dissolution or consolidation of any corporation or properties; (4) to manage, improve, repair, sell, mortgage, lease (including the power to lease for oil and gas), pledge, convey, option or exchange any property and take back purchase money mortgages thereon; (5) to make distributions in cash or in kind, or partly in each, and, in the discretion of such Trustee, to allocate particular assets or portions thereof to any one or more beneficiaries, without any duty to distribute any asset pro rata among beneficiaries, and to do so without regard to the income tax basis of specific property allocated to any beneficiary, provided that such property shall be valued for purposes of distribution at its value on the date of distribution; (6) to maintain custody or brokerage accounts (including margin accounts) and to register securities in the name of a nominee; (7) to compromise and settle claims (including those relating to taxes); (8) to borrow funds from any person or corporation (including a Trustee) and pledge or mortgage trust assets to secure such loans; (9) to extend, renew or renegotiate any loans or guarantees (including my loans and guarantees); (10) to employ attorneys, accountants, investment counsel, custodians, brokers and other agents, whether or not affiliated with a Trustee, to assist in the administration of trust property and to delegate ministerial powers (including the granting of a power of attorney and the power to be a signer on any estate or trust financial accounts) to such persons; (11) to vote and give proxies to vote shares of stock; (12) to make joint investments in property, real or personal; to enter into and act as a general or limited partner in general or limited partnerships; to establish corporations (including limited liability companies) of any kind; and to transfer assets to any such joint ventures, partnerships or corporations; (13) to divide any trust into separate trusts based on the fair market value of the trust assets at the time of the division; (14) if there is more than one trust established under this document, to administer such trusts as a single fund; (15) to open, close, maintain, draw checks on (and in any other manner withdraw funds from) and make deposits to bank

accounts of any kind; and (16) to rent safe deposit boxes in the name of the trust and to give access to such boxes (as agent, deputy, co-signer, etc.) to such persons (whether or not such persons are Trustees) as the Trustee in its discretion shall determine.

(b) The Trustee shall have full authority and power to access, use and take control of all electronic devices and equipment that comprises a portion of the trust estate, including, but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones and any similar equipment that receives, stores, processes or sends electronic data and records; to access, modify, delete, control, transfer and otherwise deal with any digital assets that comprise a portion of the trust estate, including, but not limited to, e-mails, documents, images, audio, video, software licenses, domain registrations and similar digital files, regardless of the ownership of the physical device upon which the digital asset is stored; to access, modify, delete, control, transfer and otherwise deal with any digital accounts that comprise a portion of the trust estate, including, but not limited to, e-mail accounts, social network accounts, social media accounts, file sharing accounts, financial management accounts, domain registration accounts, domain name service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs and other online accounts.

(c) In addition to any common law, statutory or equitable powers that may be available to it, PLAN of Connecticut, Inc., as Trustee, has the power to pay or apply all or any part of the principal of the trust, to or for the benefit of any individual identified by the Grantor in the Trust Adoption Agreement as a beneficiary, as the Trustee in its sole, absolute and uncontrolled discretion considers advisable. The Trustee may exercise such power by distributing all or any part of the trust property in favor of the then acting trustees of another supplemental or special needs trust under this document or under a different document. Nothing in this section is intended to create or imply a duty to exercise this decanting power, or to inform the beneficiaries about this decanting power, and no inference of impropriety shall be made as a result of the Trustee not exercising the decanting power conferred under this section.

Section 7. Trustee Not Obligated to Apply for Government or Public Benefits or Assistance.

The Trustee shall have no obligation to apply for benefits on the Primary Beneficiary's behalf or to ensure the Primary Beneficiary's eligibility or continued eligibility for such benefits.

Section 8. Prohibition of Assignment or Other Transfer.

Prior to the actual receipt of such property by any beneficiary hereunder, no property or any interest therein of any such beneficiary, whether income or principal, shall be subject to anticipation, sale, pledge, alienation, assignment or other transfer by any beneficiary hereunder, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary hereunder or to claim of a spouse or divorced spouse of any beneficiary hereunder, or shall be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary hereunder, including any federal, state or local government or agency thereof, and any such attempted transfer or encumbrance of any interest in such property prior to the actual receipt of such property by any such beneficiary shall be absolutely and wholly void. If for any reason, except by the authorized act of the Trustee, the interest of any beneficiary hereunder, but for this provision, would vest in or be enjoyed by any individual or entity other than as provided in this Trust Agreement, the Trustee shall distribute the trust property according to the provisions of this Agreement for disposition upon the death of any such beneficiary.

Section 9. Statements of the Trustee.

(a) During the Grantor's lifetime, the Trustee shall, upon the request of the Grantor, render to the Grantor annual statements of the management of the trust and the utilization of any distributions from the trust to or for the benefit of the Primary Beneficiary. After the Grantor's death, the Trustee shall, upon the request of the Primary Beneficiary's representative, render to such representative such statements. The Trustee may at any time render such statements to the Grantor or to any beneficiary hereunder.

(b) Any individual or organization receiving a statement from the Trustee pursuant to paragraph (a) preceding may file with the Trustee a written objection to any item contained in such statement within sixty (60) days of the furnishing of such statement. Any objection not received by the Trustee within such sixty (60) day period shall be deemed waived.

Section 10. Succession of the Trustees.

(a) The Trustee and any successor Trustee may resign at any time without court approval and the resigning Trustee may appoint one or more successors to the Trustee.

(b) The resignation or appointment of a Trustee may be made by the person authorized to take such action by delivery of a written instrument; (1) to the Trustee then acting; and (2) to the Trustee to be appointed, if any. Any successor Trustee shall have all of the powers herein conferred on the Trustee he, she or it is succeeding. No successor Trustee shall be liable or responsible for any acts or defaults of any predecessor Trustee in any way or for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee.

(c) Any appointment of a Trustee may be conditioned to commence or cease upon a future event, may be revoked or modified at any time before such future event has occurred, and may be limited to such terms and conditions as are specified in the notice of appointment.

(d) No appointment of a Trustee shall be effective until it is accepted, in writing, by the appointee, and may be revoked prior to acceptance. Title to the entire property of the trust shall automatically vest in any successor and/or additional Trustee without the necessity of any conveyance.

(e) Subject to all other provisions of this Article with respect to the appointment of successor Trustees, if any successor Trustee should merge, reorganize or consolidate with another corporation having trust powers, or otherwise transfer substantially all of its trust business to another corporation having trust powers, the corporation which results from such merger, reorganization or consolidation or which succeeds to such trust business shall serve as Trustee in place and with all of the powers, discretions and immunities of the corporate Trustee being replaced.

(f) Notwithstanding the preceding, if the Trustee or any successor Trustee intends to resign, or is at any time unable to continue to act as Trustee, and if the Trustee determines that the purposes of the trust (particularly the utilization of an organization to administer trust property like the original Trustee) do not require its continuation, the Trustee may, in its discretion, terminate the trust and distribute the then remaining trust property according to the provisions of this Agreement for disposition upon the death of the Primary Beneficiary.

Section 11. Life Insurance Policies and Proceeds.

The Trustee shall possess and own all the incidents of ownership, rights, powers, interests, privileges, and benefits of every kind that may accrue on account of any of the insurance policies constituting the trust property. The Trustee shall pay premiums and other charges due on life insurance policies held hereunder to the extent of the income and principal of the trust. The Trustee may borrow against or apply any cash value of life insurance policies held hereunder for the payment of said premiums and charges. The Grantor shall have no interest or right of any kind in or to any of the said insurance policies.

Upon the maturity of any policy held hereunder, the Trustee shall collect all sums payable but shall not be required to begin any legal proceedings to collect sums due under any policy until indemnified. The amounts that the Trustee shall be entitled to collect on those policies shall include all amounts in any way derived from those policies, including, but not limited to, additional insurance purchased by dividends, dividends left at interest together with that interest, annual dividends and any special, final or post mortem dividend or distribution.

Section 12. Trust to be Irrevocable.

This Trust Agreement shall be irrevocable and the Grantor shall have no right to withdraw any of the trust property, alter, amend or revoke this Trust Agreement at any time. The Trustee shall have the power, acting alone, but shall have no obligation of any kind whatsoever, to amend this Trust Agreement in any manner required for the sole purpose of carrying out the Grantor's intent as expressed in this Trust Agreement to protect the eligibility of the beneficiary for assistance from public agencies and governmental bodies and to assure the availability of trust property for the continuing benefit of the Primary Beneficiary and the other beneficiaries.

Section 13. Fees.

For its services, the Trustee shall receive a fee in accordance with its regularly published fee schedule. This fee shall be deducted from the trust property on a quarterly basis. The Trustee may, in its discretion, revise its fee schedule at any time by a majority vote of its Trust Committee: provided, however, that such fee shall not exceed the direct and indirect costs reasonably allocated to administering the trust.

Section 14. Tax Liability.

The parties acknowledge that all income distributed to or for the benefit of the Primary Beneficiary is taxed to the Primary Beneficiary and all income accumulated by the Trustee is taxed to the trust. The Trustee may, but is not required to, provide for any tax liability of the Primary Beneficiary, but the Trustee shall have no liability for, or in connection with, any tax liability of the Primary Beneficiary.

Section 15. Indemnification and Release of Liability of Trustee.

(a) The Trustee's retention of income and principal and the Trustee's amendment of or failure to amend this Trust Agreement shall not be subject to any claims or review by any court, and no beneficiary or person or entity acting on behalf or in the place of any beneficiary shall have any right to compel any distribution or use of trust property.

(b) The Trustee shall be subject to claims and review only with respect to acts of bad faith and only with respect to matters that are unrelated to the retention of income and principal ("Review Matters"). Recognizing the high risk of claims by or on behalf of the Primary Beneficiary and the increased fees that would be required in the absence of the provisions of this Section, the Grantor specifically agrees that the Trustee shall be indemnified and held harmless by the trust from any and all claims, other than in connection with Review Matters, and costs incurred to defend the Trustee from any claims shall be paid from the trust property, whether or not in connection with Review Matters.

Section 16. Conflict of Interest.

The Grantor recognizes that the Trustee may be a remainder beneficiary of the trust and directs that the Trustee continue to act in accordance with the provisions of this Trust Agreement notwithstanding any potential or actual conflict of interest. The Grantor hereby waives any rights the Grantor or any beneficiary of the trust may at any time have regarding any conflict of interest concerning the Trustee and agrees that any claims based in any way on such conflict are barred.

Section 17. Governing Law and Situs.

The validity, construction and administration of this document and any trust hereunder shall be governed by the laws of the State of Connecticut. The Trustee, at any time and for any reason, may transfer the place of administration and assets of any trust to any jurisdiction, and from any transferee jurisdiction to any other jurisdiction. Although the Grantor hopes that no court approval for such a transfer will be necessary, the Trustee may seek court approval of the transfer, and the Grantor urges the court to approve the transfer. The Trustee may change the governing law from Connecticut to any jurisdiction. The Trustee may make technical amendments to this document to make any transferred trust valid and effective under the laws of the transferee jurisdiction.

Section 18. Miscellaneous Provisions

(a) Any word referring to a descendant of the Grantor or any other person shall include persons who are legally adopted and persons tracing descent through one or more legally adopted persons.

(b) Neither the gender nor the number (singular or plural) of any word shall be construed to exclude another gender or number when a different gender or number would be appropriate. Unless another meaning is clearly stated or required by context or circumstances, the term "Trustee" shall mean and include all successor Trustees.

(c) The captions set forth at the beginning of the various Sections or Options hereof are for convenience of reference only and shall not be deemed to define or limit the provisions contained in said Sections or Options or to affect in any way their construction or application.

(d) All powers and interests granted to any beneficiary hereunder are to be exercised only by such beneficiary personally, and no legal representative of such beneficiary shall have any rights or standing to assert them.

(e) Any property distributable to the Trustee from the estate of any person, or otherwise distributable to the Trustee due to the death of any person, shall be deemed to constitute a part of the trust property as of the time of death of such person.

(f) This Trust Agreement shall be effective upon execution and acknowledgment of the Trust Adoption Agreement by the Grantor and the Trustee.

IN WITNESS WHEREOF, the Grantor identified in the Trust Adoption Agreement and PLANNED LIFETIME ASSISTANCE NETWORK OF CONNECTICUT, INC., have accepted the terms and caused this Trust Agreement to become effective by signing below and the accompanying Trust Adoption Agreement.

*Note: In the Trust Adoption Agreement, the Grantor and two witnesses must initial each option selected by the Grantor for Sections 3, 4, and 5 of this Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 20____, in ____ (____) originals.

Signed and delivered in the presence of:

Witness

Grantor

Witness

PLANNED LIFETIME ASSISTANCE
NETWORK OF CONNECTICUT, INC., Trustee

Witness

Its Here unto duly authorized _____
Witness

STATE OF CONNECTICUT)

) ss. Town/City of _____, _____, 201__

COUNTY OF _____)

Personally appeared _____, the Grantor in the foregoing instrument and known to me (or satisfactorily proven) to be the person who signed the foregoing instrument and acknowledged the same to be _____ free act and deed, before me,

Commissioner of the Superior Court/
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)

) ss. Town/City of _____, _____, 201__

COUNTY OF _____)

Personally appeared _____, who acknowledged _____ self to be an officer of Planned Lifetime Assistance Network, Inc., a Connecticut corporation, and being authorized so to do, executed the foregoing instrument on behalf of the corporation, as Trustee, for the purposes therein contained by signing _____ name as such officer, and acknowledged the same to be _____ free act and deed and the free act and deed of the corporation, before me,

Commissioner of the Superior Court/

Notary Public

My Commission Expires: