

DECLARATION OF TRUST

This Declaration of Trust is made on June 27, 2019, by Vista Points, Inc., a non-profit association organized under the Tennessee Nonprofit Corporation Act.

CREATION OF TRUST; NAME OF TRUST

The Trustee, Vista Points, Inc. established a special needs pooled trust pursuant to 42 U.S.C. §1396p(d)(4)(C), for the benefit of the Beneficiaries of this Trust on May 26, 2006, as amended on December 1, 2010 and further restated and amended on June 27, 2019. The name of this trust shall be the Vista Points Pooled Trust (hereafter, the "Trust").

The Trustee, and any successor Trustee, shall hold, administer, and distribute the Trust estate as provided in the Trust, this Declaration and the Joinder Agreement between the Trustee and the Grantor.

INTENT OF TRUST

It is the Grantors' and the Trustee's intent that this trust qualifies as a "pooled trust" under 42 U.S.C. § 1396p(d)(4)(C). The provisions of the Trust, this Declaration of Trust and the Joinder Agreement between the Trustee and the Grantor, and any actions taken by the Trustee pursuant thereto, shall be construed to carry out this intended purpose.

REVOCABILITY OF TRUST

The Trust is irrevocable. This Trust may not be altered, amended, revoked, or terminated except as provided.

Notwithstanding the foregoing, the Trust may be amended from time to time to effectuate its purpose and intent, in order to comply with any federal or state laws or regulations relating to 42 U.S.C. § 1396p or related statutes.

DISTRIBUTIONS OF THE TRUST

Subject to the Trustee's sole and absolute discretion, distributions from any of the individual Trust sub-accounts shall be made in accord with the provisions of Article 5 of the Trust during the lifetime of a Beneficiary and the provisions of Article 6 of the Trust upon the death of the Beneficiary.

During the Beneficiary's lifetime:

Distributions Within Discretion of Trustee. The Trustee shall pay or apply for the supplemental care or supplemental needs of each Beneficiary, such amounts from the principal or income, or both, of the Trust sub-account maintained for such Beneficiary, up to the whole thereof, as the Trustee, in its sole and absolute discretion, may from time to time deem necessary or advisable. The Trustee shall possess and exercise the authority to allocate all distributions between principal and income as it determines in its sole and absolute discretion. Any income not distributed from a Trust sub-account shall be added to the principal of that Trust sub-account.

Distributions Not to Replace Assistance. Distributions from this Trust should not be made to, or for the benefit of, a Beneficiary if the effect of such distribution would be to replace, or to disqualify a Beneficiary from receiving, government assistance. The Trust corpus and income is specifically

not available to any Beneficiary except to the extent of distributions made by the Trustee to a Beneficiary. No distributions should be made by the Trustee to, or for the benefit of, a Beneficiary in excess of resource and income limitations of any public benefit program to which the Beneficiary is entitled. The Trustee may consider the future needs of a Beneficiary when making distributions or when considering requests for distributions but shall not be required to do so. The Trustee should refuse any request for payments from this Trust for services that any public or private agency has the obligation to provide to Beneficiaries who otherwise qualify for such assistance.

Non-exclusive Examples of Appropriate Distributions. The following examples illustrate the types of non-support payments that are appropriate for the Trustee to make from this Trust, specifically, from a Beneficiaries sub-account of this Trust to, or for the benefit of, a Beneficiary. Such examples are not exclusive and may include:

- a. Medical, dental, and diagnostic work and treatment for which there are no available private or public funds;
- b. Medical procedures that are desirable or required for the health and well-being for the Beneficiary in the Trustee's sole discretion, even though they may not be medically necessary or lifesaving;
- c. Supplemental nursing care, rehabilitative and/or occupational therapy services;
- d. Differentials in cost between housing and shelter for shared and private rooms in institutional settings;
- e. Care appropriate for a Beneficiary that assistance programs may not or do not otherwise provide;
- f. Expenditures for travel, companionship, and other expenditures that will improve the quality of a Beneficiary's physical, emotional, psychological, and/or spiritual life; and
- g. Items of a similar nature to those contained in subsections (a)-(f) above, and such items as may be specified in a Joinder Agreement.

The Trustee, in its sole and absolute discretion, may make any payment from a Trust sub-account so long as said payment satisfies the following requirements:

- a. Said payment is for the sole benefit of an individual Beneficiary;
- b. Said payment is necessary to affect the underlying purposes of Beneficiary's care under the Trust; and
- c. Said payment is made directly from Beneficiary's Trust sub-account for said expense.

Distributions at the Beneficiary's Death

Upon the death of a Beneficiary, any amounts that remain in that Beneficiary's Trust sub-account, after payment of Trust's published closing fees, shall be administered, subject to the limitations below, so as to conform with all of the requirements of 42 U.S.C. § 1396p(D)(4)(c) and/or related statutes, including state statutes and regulations that are consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, amending 42 U.S.C. § 1396p and pertaining to reimbursement to the States for

government assistance provided on behalf of the individual Beneficiary.

If the Beneficiary designates in its Joinder Agreement that any remaining property or assets that remain in the Beneficiary's Trust sub-account are to be retained by the Trust and are to be used for the administration and care of other beneficiaries under the Master Trust for the purposes of:

- a. To add disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), who are indigent to the Trust as Beneficiaries; or
- b. To provide disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), with equipment, medication, or services deemed suitable for such persons by the Trustee,

then said retained amounts shall not be subject to any Medicaid payback provisions or any other government assistance repayment provisions. Subject to all provisions herein, gifts or devises to the Trust shall be similarly treated unless a specific purpose is specified by the donor.

If the Beneficiary designates heirs, subsequent beneficiaries, or distributees other than the Trust as indicated above, then such property or assets shall be distributed as follows:

- a. If there are sufficient funds, property or assets in the Beneficiary's Trust sub-account to cover all state or Federal repayment claims then the funds shall be distributed in the following order:
 - i. Payment of permitted Trust administrative expenses and taxes, including Closing fees as provided under the Trust and Joinder Agreement;
 - ii. To each state in which the Beneficiary received government assistance, based on each state's proportionate share of the total government assistance paid by all of the states on the Beneficiary's behalf;
 - iii. Twenty (20%) percent of the remaining funds shall be retained by the Trust to be used for the purposes identified above and in accordance with Section 6.2 of the Master Trust Agreement;
 - iv. The remainder to Beneficiary's named heirs or distributees as designated under the Joinder Agreement.
- b. If there are not sufficient funds, property or assets in the Beneficiary's Trust sub-account to cover all state or Federal repayment claims then the funds may be distributed, in the Trustee's sole discretion as to the specific use, in the following order:
 - i. Payment of permitted Trust administrative expenses and taxes, including Closing fees as provided under the Trust and Joinder Agreement;
 - ii. The Trustee may pay to each state in which the Beneficiary received government assistance, based on each state's proportionate share of the total government assistance paid by all of the states on the Beneficiary's behalf;
 - iii. The remaining funds shall be retained by the Trust to be used for the purposes identified above and in accordance with Section 6.2 of the Master Trust Agreement.

TRUSTEE AUTHORITY; TRUSTEE'S POWERS

The Trustee has all power to act on behalf of the Beneficiary as it relates to the Trust, this Declaration of Trust, and the Joinder Agreement. Trustee shall at all times conduct its actions so as to comport with all requisite laws concerning the establishment and management of "pooled trusts".

ADMINISTRATIVE PROVISIONS

Sub-accounts. A separate Trust sub-account shall be established and maintained for the sole benefit of each Beneficiary, but the Trust shall pool these sub-accounts for investment and management purposes. The Trustee, or the Trustee's authorized agents, shall maintain records for each Trust sub-account in the name of, and showing the contributed property for, each Beneficiary.

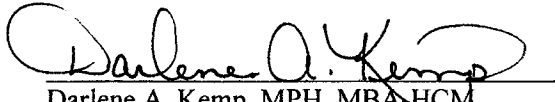
Taxes. In establishing the Trust and its administration, it is the Trustee's intent that each Beneficiary's Trust sub-account be treated as a Grantor Trust for purposes of determining the Beneficiaries' tax liability. To this end, and subject to all relevant provisions of the Internal Revenue Code of 1986, as amended (the "Code"), so as to realize Grantor Trust status pursuant to § 677(a)(3) of the Code, the Trustee may apply trust income from each Trust sub-account to the payment of premiums on policies of insurance on the life of each respective Beneficiary without the approval or consent of any adverse party within the meaning of § 672(a) of the Code. Nothing in this paragraph shall in any way affect or modify the intent and/or purpose of the Trust or any of the provisions found in this Trust. For the purposes stated herein, all income received, distributed, held, or accumulated by the Trust shall be taxable to the Beneficiary. The Trustee may make distributions directly to the taxing authority of any such amounts of income or principal of the Trust as may become necessary to satisfy the Beneficiary's tax obligations.

Reports to the Beneficiaries. The Trustee shall report at least annually to each Beneficiary or to such Beneficiary's legal representative. Such report shall include a complete statement of the Trust sub-account assets and all of the receipts, disbursements and distributions to or from such Trust sub-account occurring during the reporting period.

No Requirement to Furnish Bond. Neither the Trustee, nor any Co-trustees, shall be required to furnish bond for the faithful performance of any duties created under this Trust. If bond is required by any law or court of competent jurisdiction, no surety shall be required on such bond, and such bond shall be a proper expense of the Trust.

Governing Law. This Trust shall be governed exclusively by, and interpreted exclusively in accordance with, the laws of the United States and the State of Tennessee.

Executed on June 27 2019, in Williamson County, Tennessee.



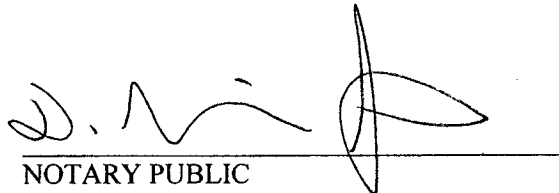
Darlene A. Kemp, MPH, MBA, HCM
Executive Director
1550 N. Mt. Juliet Road #203
Mt. Juliet, TN 37122

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally, appeared before me, the undersigned, a Notary Public, Darlene A. Kemp, Executive Director of the Trustee, Vista Points, Inc., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office,

This 27th day of June 2019.


NOTARY PUBLIC

My commission expires: 10/30/22

