

## General Instructions For Completing This Joinder Agreement

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***An Important Note to Donors:*** Please read the entire Joinder Agreement carefully, including all of the exhibits. Some of the exhibits require you to provide the Trustee with specific information. The exhibits that require you to provide information are marked below with a star to their immediate left (\*). Your Agreement may not be accepted for administration until after the information requested has been received and reviewed. It is therefore extremely important that you follow all instructions carefully and exactly.

If you submit an Agreement that is incomplete or inaccurate, it may not be accepted. Please be aware that non- acceptance of your Agreement may cause delays in meeting eligibility requirements for your government assistance programs. At the very least, an incomplete Agreement can cause unnecessary delays. You can likely avoid these delays by carefully following all of the instructions on this sheet and the exhibits that follow. Do not leave any empty spaces; if a question does not apply to you, then indicate “N/A” in your response. Attach extra sheets of paper for any question if the provided space is inadequate. If you have any doubts about your ability to complete this Agreement properly, you should contact an attorney or other professional to help you before you begin.

***Any Law Firm engaged by the Settlor to aid in the administration of the Georgia Community Pooled Trust can not give you legal advice or a legal opinion. You are encouraged to seek independent legal counsel if you have any questions about the terms of this Agreement.***

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1. Please be sure to include all of the following exhibits when you submit the Agreement. Some exhibits consist of information that you must provide when you submit the Agreement for review and acceptance. The exhibits that require you to provide information are marked below with a star next to them (\*) in the left-hand margin. Please be sure to provide complete information.

1.1 Exhibit “A,” *Master Trust Agreement and Declaration of Community Trust.*

\* 1.2 Exhibit “B,” *Donor and Beneficiary Information.*

Please see Exhibit “B” for instructions on completing this part of the Agreement.

\* 1.3 Exhibit “C,” *Desires of Donor for Use of Distributions From Trust During Lifetime of the Beneficiary.*

Please see Exhibit “C” for instructions on completing this part of the Agreement.

\* 1.4 Exhibit “D,” *Proof of Donor’s Status to Establish Trust on Behalf of the Beneficiary.*

Please see Exhibit “D” for instructions on completing this part of the Agreement.

1.5 Exhibit “E,” *Disclaimer Regarding Legal Advice.*

2. After the Agreement is reviewed and accepted, you will receive a copy signed by a representative of the nonprofit Settlor and a copy of the Community Trust attached as an Exhibit. If you need or want copies of the exhibits, please make them before submitting your Agreement for approval. You will also receive a package containing information about your Community Pooled Trust Sub-account, which will include copies of a simple form and instructions for requesting distributions from the Trust.
3. Please remember to enclose a check with your completed Agreement for whatever amount you are contributing to your Community Trust Sub-account. The check should be made payable to: "The Georgia Community Pooled Trust."

**This Agreement is a binding legal document. You are encouraged to seek independent, professional advice before signing.**

Return your completed, signed and notarized Agreement, along with your check and completed Exhibits, to the Trustee at the following address:

The Center for Special Needs Trust Administration, Inc.  
4912 Creekside Drive  
Clearwater, FL 33760

Acceptance Date: \_\_\_\_\_

Trust sub-account number: \_\_\_\_\_

(To be provided by Trustee)

*Top is For Office Use Only*

**JOINDER AGREEMENT  
TO  
THE GEORGIA COMMUNITY POOLED TRUST**

The undersigned, in consideration of the covenants, promises, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby enrolls in and adopts the Master Trust Agreement and Declaration of Community Trust executed on the 6th day of November, 2008, establishing The Georgia Community Pooled Trust (the "Community Trust") by The Center for Special Needs Trust Administration, Inc. (the "Trustee"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference. The effect of joining the Community Trust through this Pooled Trust Joinder Agreement (the "Agreement") shall be to establish a Trust Sub-account for the sole benefit of the following named Life Beneficiary: \_\_\_\_\_ . Consistent with the provisions herein and the terms of the Community Trust, the Donor further names \_\_\_\_\_ , who is not the Life Beneficiary nor the spouse of the Life Beneficiary, to serve as Co-trustee in an advisory role to the Trustee. This Agreement, and the Trust Sub-account created hereunder, shall be irrevocable upon acceptance of the Agreement by a representative of the Settlor and shall be established with resources, including assets and/or income, belonging solely and exclusively to the Beneficiary and/or the Beneficiary's spouse.

**Article I  
Definitions**

The Definitions in O.C.G.A. §30-10-2 are incorporated herein together with any clarification or addition as may be provided below.

1.1 "Board of Trustees" means those individuals appointed by the governing body of the Center, which is the nonprofit organization forming the Trust, and such appointment shall include persons with expertise in business and investments and persons with expertise regarding the care, support, habilitation, rehabilitation, and treatment of persons with impairments. The members of the Board of Trustees shall serve without compensation but may be reimbursed by the Trust for their actual expenses relating to their duties under the Trust. The Board of Trustees shall administer the Trust and establish policies, rules, and regulations necessary to exercise the powers and duties hereunder. The Board of Trustees shall also administer the Successor Trust and establish policies, rules, and regulations necessary to exercise the powers and duties thereunder

1.2 "Co-trustee" means the representative named by the Donor, as described below in paragraph 1.3, to work with the Board of Trustees as an advisor in providing benefits to a Life Beneficiary.

1.3 "Donor" means any person who has authority to establish a Sub-account, as described

below in paragraph 1.10, and/or who contributes assets to the Trust to establish a Sub-account for a Life Beneficiary. In the event a Donor is also the Life Beneficiary or the spouse of the Life Beneficiary, then neither the Donor nor the spouse of the Donor shall be a Co-trustee.

1.4 "Government assistance" and "government programs" means 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), and the Medicaid program, together with any additional, similar, or successor government programs.

1.5 "Impairment" means a mental or physical disability that substantially limits one or more major life activities, whether the impairment is congenital or acquired by accident, injury, age, or disease, and where the impairment is verified by medical findings; and/or a mental or physical disability as defined in §1614 (a)(3) of the Social Security Act (42 U.S.C. §1382c(a)(3)).

1.6 "Joinder agreement" means the individual written agreement between the Trustee and a Donor by which the Donor establishes a Trust Sub-account for the sole benefit of a Life Beneficiary.

1.7 "Life Beneficiary" means the individual person designated by a Donor to the Trust to be the beneficiary of, and to receive the benefit from, the Sub-account established by such Donor. The term "Life Beneficiary" shall also include, and be interchangeable with, the single term "Beneficiary" as both such terms may appear throughout this Agreement.

1.8 "Non-support payments" means payments made on behalf of a Beneficiary for supplemental needs, supplemental benefits, and/or supplemental care.

1.9 "Settlor" means The Center for Special Needs Trust Administration, Inc, a Florida nonprofit organization and its successors. In the event the Settlor should cease to exist for any reason without having designated a successor, the Board of Trustees shall automatically assume all of the Settlor's duties and powers for such time as may be necessary for the appointment of a successor nonprofit organization.

1.10 "Sub-account" means that account and portion of the entire Trust estate that is established and managed for the sole benefit of a Beneficiary.

1.11 "Successor Trust" means a trust as described in the Official Code of Georgia at §30-10-2(7) and §30-10-6(10).

1.12 "Supplemental care," "supplemental benefits," and/or, "supplemental needs" may be used conjunctively, interchangeably, or separately as the context requires, and such terms shall always mean care, benefits, or needs that are not met by any government programs and include all such benefits which supplement rather than replace those benefits for which a Beneficiary may be otherwise eligible including, without limitation, medical, dental, diagnostic, nursing rehabilitation, differentials between shared and private rooms, travel, companionship, educational and cultural expenses.

1.13 "Trustee" means a member of the Board of Trustees individually and/or all of the members of the Board of Trustees collectively as the context so requires, dictates, or may suggest.

**Article II**  
**Distributions From Trust Sub-account During Life of Beneficiary**

Distributions from the Beneficiary's Trust Sub-account may be made during the life of the Beneficiary in accordance with the provisions below.

2.1 Benefit Solely for Beneficiary. The Beneficiary's Trust Sub-account is established and shall be administered solely for the benefit of the Beneficiary.

2.2 Discretion of Trustee; Use of Assets; Desires for Use of Assets. The Donor recognizes and acknowledges that all distributions are subject to the Trustee's sole and absolute discretion, that the Trustee shall only make distributions solely for the Beneficiary's supplemental needs and supplemental care, and that 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. With this recognition and acknowledgment in mind, the Donor has expressed the Donor's desires as to how assets in the Trust Sub-account might be used on behalf of the Beneficiary during the Beneficiary's lifetime, and/or has also named a Co-trustee herein who shall advise the Trustee regarding the Beneficiary's supplemental needs.

2.3 Non-exclusive Examples of Appropriate Distributions. This paragraph 2.3 describes examples of the types of non-support payments that are appropriate for the Trustee to make from this Trust to, or for the benefit of, a Beneficiary. Such permissible non-support payments shall include, but not be limited to: more sophisticated dental, medical, and diagnostic work or treatment than is otherwise available from public assistance; private rehabilitative training; supplementary educational aid; entertainment; periodic vacations and outings; expenditures to foster the interests, talents, and hobbies of the Life Beneficiary; and expenditures to purchase personal property and services which will make life more comfortable and enjoyable for the Life Beneficiary but which will not defeat the Life Beneficiary's eligibility for public assistance. Expenditures may include payment of the funeral and burial costs of the Life Beneficiary. The Trustees may exercise discretion to make payments from time to time for a person to accompany the Life Beneficiary on vacations and outings and for the transportation of the Life Beneficiary or of friends and relatives of the Life Beneficiary to visit the Life Beneficiary. Expenditures shall not be made for the primary support or maintenance of the Life Beneficiary, including basic food, shelter, and clothing if, as a result of such payment, the Life Beneficiary would no longer be eligible to receive public benefits or assistance for which the Life Beneficiary would otherwise be eligible.

2.4 Form of Payment. In determining the best form or method of making disbursements, the Trustee, in its sole and absolute discretion, may make any payment from a Trust Sub-account as follows:

- a) by direct payment to the specific vendor and/or service provider supplying goods and/or services for a Life Beneficiary;
- b) to any person deemed suitable by the Trustee; and/or,
- c) in any form allowed by law.

2.5 Individualized Care Plan. At the Trustee's discretion, an individualized care plan may be prepared for the Beneficiary, which the Trustee may consider, in its sole and absolute discretion, when reviewing requests for any distribution from the Beneficiary's Trust Sub-account.

2.6 Notice of Application; Acceptance, Denial; Termination of Benefits. In order to enjoy the benefits of the Community Trust to the fullest extent possible, the Beneficiary, or the Beneficiary's legal representative, shall be required to notify the Trustee whenever the Beneficiary: a) applies for government assistance; b) has an application for government assistance approved; c) has an application for government assistance denied; and/or, d) has government assistance terminated. Notice shall be in writing, by certified mail, return receipt requested, in care of the The Center for Special Needs Trust Administration, Inc., at the address set forth in the General Instructions hereto, and which is also set forth on the last page of this Agreement, or at such other address as the Trustee may designate from time to time. Such notice to the Trustee shall be made within 10 (ten) days of the event that triggers the Beneficiary's duty to give notice under this paragraph 2.6. In no event shall the Trustee be liable for making disbursements which result in a reduction of government assistance, a termination of government assistance, or ineligibility for government assistance when the Trustee did not have actual notice of such government assistance, or other circumstances giving rise to such termination, reduction, and/or ineligibility, at the time such disbursements may have been made or requested, or when the Beneficiary or the Beneficiary's representative waives such liability verbally and/or in a signed writing.

### **Article III Distributions Upon the Beneficiary's Death**

Any assets that remain in the Beneficiary's separate Trust Sub-account at the Beneficiary's death shall be treated in accordance with the provisions below.

3.1 Trust to Conform With Reimbursement Requirements. Upon the death of a Beneficiary, any amounts that remain in that Beneficiary's Trust Sub-account shall be administered so as to conform with all of the requirements of 42 U.S.C. §1396p 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 over the Beneficiary's lifetime. As such, remaining amounts shall be subject to the state reimbursement requirements of federal laws governing community trusts, including paragraph (4) of subsection (d) of 42 U.S.C. Section 1396p as applied by the State where the Life Beneficiary resides and/or received government assistance. Any remaining amounts not so applied for any reason whatsoever or not required to be so applied for any reason whatsoever shall be distributed to, and/or retained by, the Successor Trust to be administered for the benefit of individuals with disabilities as described herein.

3.2 Successor Trust. The Successor Trust shall conform with all of the provisions described in O.C.G.A. §30-10-2(7) and §30-10-6(10), and as such, it shall meet all of the requirements for a community trust and shall be administered as a community trust pursuant to O.C.G.A. §30-10, et seq.

3.3 Trustee Duties Under the Successor Trust. The Trustee of the Successor Trust shall hold, administer, and distribute the principal and income of the Successor Trust, in the discretion of the Trustee, for the maintenance, support, health, education, and general well-being of indigent persons suffering from one or more impairments, recognizing that it is the purpose of the Successor Trust to supplement, not replace, any government benefits for the Beneficiary's or Beneficiaries' basic support for which the Beneficiary or Beneficiaries may be eligible and to improve the quality of the Beneficiary's or Beneficiaries' life by providing him, her, or them with those amenities which cannot otherwise be provided by public assistance or other available sources. Permissible expenditures include, but are not limited to: more sophisticated dental, medical, and diagnostic work or treatment than is otherwise available from public assistance; private rehabilitative training; supplementary educational aid;

entertainment; periodic vacations and outings; expenditures to foster the interests, talents, and hobbies of the Beneficiary or Beneficiaries; and expenditures to purchase personal property and services which will make life more comfortable and enjoyable for the Beneficiary or Beneficiaries but which will not defeat his, her, or their eligibility for public assistance. Expenditures may include payment of the funeral and burial costs of the Beneficiary or Beneficiaries. The Trustee of the Successor Trust, in his or her discretion, may make payments from time to time for a person to accompany a Beneficiary on vacations and outings and for the transportation of a Beneficiary or of friends or relatives of a Beneficiary to visit a Beneficiary. Any undistributed income of the Successor Trust shall be added to the principal from time to time. Expenditures shall not be made for the primary support or maintenance of a Beneficiary, including basic food, shelter, and clothing, if, as a result, a Beneficiary would no longer be eligible to receive public benefits or assistance for which such Beneficiary would otherwise be eligible.

#### **Article IV Fiduciary Compensation**

The Settlor shall be entitled to a fee as compensation for its services provided such fee is consistent with its regularly published fee schedule as that schedule may be amended from time to time. The Settlor shall also be entitled to reimbursement for any reasonable costs that it might normally occur from time to time in the fulfillment of its administration duties without prior notice to any party.

#### **Article V Miscellaneous Provisions**

5.1 Amendments. The provisions of this Joinder Agreement may be amended as the Donor and the Trustee may jointly agree, provided any such amendment is consistent with the Community Trust, any then-applicable law, and is also subject to the restrictions described herein. Additionally, the Settlor may also make any unilateral amendments as may be necessary to comply with any changes in the law and/or agency policy or for the proper and efficient administration of the Community Trust as determined in the Trustee's sole discretion without notice to the Beneficiary, Co-trustee, or representative. However, under no circumstance shall any amendment be authorized and/or effective that would seek to: (i) render a previously made irrevocable donation revocable; (ii) cause the Trust to fail to comply with any of the applicable provisions of O.C.G.A. §30-10 and/or 42 U.S.C. 1396p; (iii) change the duties or obligations of the Trustees without their consent; or, (iv) abandon the basic purposes or objectives of the Trust.

5.2 Taxes. The Donor acknowledges that: a) the Trustee has made no representations to the Donor that contributions to the Community Trust are deductible as charitable gifts, or otherwise; b) Trust Sub-account income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary, subject to applicable exemptions and deductions; and, c) Trust Sub-account income may be taxable to the Trust, and when this is the case, such taxes shall be payable directly from the Trust Sub-account that requires such taxes to be paid. For the sole purpose of determining tax liability and having the Beneficiary's Trust Sub-account treated as a Grantor trust, the Trustee may apply trust income to the payment of premiums on policies of insurance on the life of the Beneficiary without the approval or consent of any adverse party within the meaning of Section 672(a) of the Internal Revenue Code of 1986, as amended. For purposes of this paragraph 5.2, "trust corpus" shall have the same meaning as "Trust Sub-account" used elsewhere throughout this Joinder Agreement and the Community Trust. Further, nothing in this paragraph 5.2 shall in any way affect or modify the intent and/or purpose of the Community Trust or any of the provisions found in this Joinder Agreement and/or the Community Trust. The Trustee may make distributions directly to the taxing authority of any such amounts of income or

principal of the Community Trust as may become necessary to satisfy the Beneficiary's tax obligations upon the Beneficiary making such request to the Trustee.

5.3 Testamentary Power of Appointment Over Residue. Subject to the provisions of Article III above, and all other relevant provisions, laws, and/or regulations requiring the Trustee to reimburse each state in which the Beneficiary received government assistance, the Beneficiary shall have the power, through his or her Last Will and Testament, and by making express reference to this power, to direct that part or all of the property remaining in the Trust Sub-account may be delivered to such persons or their issue as the Beneficiary so directs. However, under no circumstances shall the Beneficiary have the power to direct that such property be delivered to: the Beneficiary; the Beneficiary's estate; the Beneficiary's creditors; or the creditors of the Beneficiary's estate. For purposes of this paragraph 5.3, the purpose of which is to prevent any gift tax liability, the term "property" refers to any such residual amounts as may remain after the Trustee follows the provisions set forth in Article III above.

5.4 Trustee's Duty Regarding Government Assistance Programs. In providing for the Beneficiary's special needs, and/or in making determinations regarding disbursements and/or distributions for the benefit of the Beneficiary's special needs, the Trustee shall always consider the government assistance for which the Beneficiary is currently eligible, or for which the Beneficiary may be attempting to become currently eligible, and the Trustee shall make no disbursements and/or distributions that would cause the Beneficiary to be or become ineligible for such government assistance. Distributions that the Trustee may or may not have made in the past because of less restrictive government assistance programs, more restrictive government assistance programs, or government assistance programs that the Beneficiary did not apply for, qualify for, and/or receive, shall not serve as a pattern, or be construed to serve as a pattern, of any sort that establishes a duty or discretion in the Trustee to continue making such distributions, to continue refusing such distributions, or to make or to refuse such distributions in the future as the individual case may be. The Trustee shall have no discretion in this regard, and it shall be an absolute duty of the Trustee to follow the directions herein.

5.5 Information Concerning Donor and Beneficiary. All information concerning the Donor and the Beneficiary hereunder, as may be required by the Trustee, shall be provided by the Donor. The Donor hereby warrants that all information provided to the Trustee, both at the time of establishing the Beneficiary's Sub-account and at all times thereafter, is true and complete to the best of the Donor's knowledge as of the time of the Donor providing such information. The Settlor, Trustee, and their employees and/or agents shall be entitled to rely on all such information in performing their duties hereunder toward the Donor and/or the Beneficiary without being required to make further inquiry as to the accuracy or completeness of such information. The sufficiency of such information shall be determined by the Trustee in its sole and absolute discretion, and the Trustee shall in no event be required to inquire further as to the accuracy, veracity, authenticity, or completeness of any information submitted by the Donor.

5.6 Appointment of Advocate or Advisor. In addition to the authority to appoint Co-trustees, the Trustee may also appoint and retain an advocate and/or advisor for the express purpose of assisting the Trustee in evaluating trust disbursements and evaluating the Beneficiary's special needs. The Trustee may compensate any such advocate and/or advisor from the Trust estate at a rate equal to the usual and customary fee for such services, provided such fees are reasonable and appropriate in the Trustee's sole discretion.

5.7 Governing Law. This Joinder Agreement is created under, and governed exclusively

by, the choice of law set forth in §10.3 (as may be amended from time to time) of the Community Trust, attached hereto as Exhibit “A” and is explicitly adopted and incorporated herein by reference.

5.8 Dispute Resolution. Any dispute which may arise between the parties hereto, including the Beneficiary, concerning any matter related to or arising from this Joinder Agreement and/or the Trust, shall be resolved exclusively by binding arbitration between the parties. Said arbitration shall be conducted pursuant to the then-obtaining arbitration rules of the American Arbitration Association. The arbitration shall be conducted in Clearwater, Florida, or such other place as the parties may agree.

5.9 Authority of Donor to Contribute on Behalf of Beneficiary. The Donor shall furnish to the Trustee such proof as the Trustee, in its sole and absolute discretion, may require in order to satisfy itself that the Donor has the requisite status under law to contribute to the Community Trust on behalf of the Beneficiary. The sufficiency of such proof shall be determined by the Trustee in its sole and absolute discretion. Further, such proof shall be deemed to be conclusive evidence that the Donor enjoys the requisite status to contribute. The Trustee shall in no event be required to inquire further as to the accuracy, veracity, authenticity, or completeness of any proof submitted by the Donor.

5.10 Agreement Understood by Donor. The Donor hereby agrees to and acknowledges that the Donor:

- a) has reviewed this Joinder Agreement and fully understands its terms;
- b) has had a full, complete, and fair opportunity to seek the advice of legal counsel concerning this Joinder Agreement, whether or not the Donor has done so;
- c) agrees to be bound by the terms of this Joinder Agreement, and said Agreement is binding on the Donor’s heirs, successors, and assigns; and,
- d) is not executing this Joinder Agreement because of any promises, covenants or representations other than those contained in this Joinder Agreement and the Community Trust.

5.11 Agreement Constitutes Entire Understanding Between Parties. This Joinder Agreement, together with the Community Trust attached hereto as Exhibit “A” and incorporated herein by reference, constitutes the entire understanding between the parties. No promises, agreements or representations, expressed or implied, have been made, except those contained in this writing, and all corrections and additions hereto shall be in writing, specifically designated as an addition or amendment to this Joinder Agreement, and signed by the parties.

5.12 Severability. Any provision of this Joinder Agreement that is adjudged invalid or unenforceable under the laws of any place where the terms of the Agreement are to be performed, or are sought to be enforced, shall be deemed inoperative without invalidating such provision elsewhere or any of the other provisions of this Agreement.

5.13 Section Headings; Use of Singular or Plural. Section headings are for purposes of convenience only and shall have no bearing on the interpretation of any provision of this Joinder Agreement or the Community Trust. Unless the context otherwise requires, words denoting the plural shall include the singular, and words denoting the singular shall include the plural.

5.14 Rules of Construction. In entering this Agreement, it is the intent of the Grantor and Settlor to comply fully with all of the controlling authority cited in this Agreement and the Community Trust, both Federal and State, which pertains to Pooled Trusts and/or Special Needs Trusts, and all such enabling legislation such as 42. U.S.C. §1396p(d), together with all related rules and regulations. As such, this Agreement shall be construed as broadly as possible to meet this purpose, and any ambiguities that may be advisable to be clarified during the administration of the Trust sub-account relative to the Settlor, Trustee, and/or any reviewing agency shall be construed and resolved in favor of achieving this broad objective of compliance. Any provision of this Agreement and/or the Community Trust that may disqualify any Beneficiary for government assistance of substantial value shall be automatically, ab initio, amended, limited or void, as required to avoid any such disqualification.

IN WITNESS WHEREOF, the undersigned Donor has signed this Joinder Agreement on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the Trustee has accepted and signed this Joinder Agreement on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

DONOR'S SIGNATURE

\_\_\_\_\_  
Donor Signature

\_\_\_\_\_  
Please Print Name

Address: \_\_\_\_\_  
\_\_\_\_\_

WITNESS SIGNATURES (2)

1. \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Please Print Name

Address: \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Please Print Name

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ ))  
COUNTY OF \_\_\_\_\_ ))

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who [ ] is personally know by me, or who [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

**The Center for Special Needs  
Administration, Inc.**

**WITNESS SIGNATURES (2)**

By: \_\_\_\_\_

1. \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Please Print Name  
Address: The Center for Special Needs  
Trust Administration, Inc.  
4912 Creekside Drive  
Clearwater, FL 33760

\_\_\_\_\_  
Please Print Name  
Address: \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Please Print Name  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA            ))  
COUNTY OF PINELLAS       ))

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ who [ ] is personally know by me, or who [ ] produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

## Exhibit "A"

Master Trust Agreement and Declaration of Community Trust Goes Here

*Please Note: After you have completed your Joinder Agreement, please return to the Download Page. Download and print a copy of the Declaration of Trust which will become Exhibit "A" of your Joinder Agreement.*

Exhibit "B"  
Donor and Beneficiary Information

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Please be as thorough as possible when completing this section. This information is necessary for administering the Trust for the Beneficiary's best possible interest.

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**Donor Information**

(This is the person who will sign the Joinder Agreement)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (day) \_\_\_\_\_ (evening) \_\_\_\_\_

Birth date: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

**Beneficiary Information**

(This is the person who will be a Beneficiary of the Pooled Trust)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (day) \_\_\_\_\_ (evening) \_\_\_\_\_

Birth date: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Medicaid Card Number: \_\_\_\_\_

*If the Beneficiary is a Minor, Please Provide:*

Mother's Name: \_\_\_\_\_ SS# \_\_\_\_\_

Father's Name: \_\_\_\_\_ SS# \_\_\_\_\_

Does the Beneficiary have a legal representative? \_\_\_ Yes. \_\_\_ No. If yes, please provide the representative's name, address, telephone number, and relationship to the Beneficiary.

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (day) \_\_\_\_\_ (evening) \_\_\_\_\_

Relationship: \_\_\_\_\_

Please check the description that best describes the correct legal relationship:

\_\_\_ Legal Guardian      \_\_\_ Representative Payee      \_\_\_ Durable Power of Attorney

Other (please explain) \_\_\_\_\_

What is the specific nature of the Beneficiary's disability? If the Beneficiary's condition has been medically diagnosed, what is that diagnosis?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What is the Beneficiary's current prognosis?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Government Assistance

Please indicate all forms of government assistance that the beneficiary receives.

Social Security ..... Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

Supplemental Security Income (SSI) ..... Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

Social Security Disability  
Income (SSDI) ..... Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

Institutional Care Program  
(Long Term Nursing Home Care) ..... Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

Medically Needy Program ..... Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

MEDS-AD ..... Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

Medi-Kids ..... Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

Protected Medicaid ..... Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

Home or Community  
Based Medicaid Waiver Programs ..... Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

Optional State Supplementation (OSS) .. Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

Home Care for the  
Elderly and Disabled (HCE/DA) ..... Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

Food Stamps ..... Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

List any other government assistance that the Beneficiary receives or has applied for:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List all forms of government assistance which have been denied or discontinued to the Beneficiary, including the approximate dates:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Insurance Information**

If the Beneficiary is covered under any policy of health care insurance, please provide the insurer's name, address, and the policy number.

Insurer: \_\_\_\_\_

Address: \_\_\_\_\_

Insurer: \_\_\_\_\_  
\_\_\_\_\_

Policy  
Number: \_\_\_\_\_

If the Beneficiary is covered under any prepaid funeral or burial insurance, please provide the insurer's name, address, and the policy number.

Insurer: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Policy  
Number: \_\_\_\_\_



## Exhibit “D”

### Proof of Donor’s Status to Establish Trust on Behalf of Beneficiary

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Under current law, only the beneficiary’s parents, grandparents, legal guardian, the beneficiary himself or herself, or someone acting at the direction of a court may establish the Trust on behalf of the beneficiary. If you are anyone other than the beneficiary, then please include documents that verify that you fall within one of these permissible categories.

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#### **ALL DONORS SHOULD PROVIDE A PHOTOCOPY OF THEIR DRIVER’S LICENSE OR OTHER PHOTO IDENTIFICATION**

In addition to the Donor’s photo I.D., the list below illustrates the types of documents that should be submitted to establish the Donor’s relationship to the Beneficiary and/or the status to contribute to the Trust.

- |                              |  |
|------------------------------|--|
| 1. Beneficiary as the Donor. | Your photo I.D. will be enough.  |
| 2. Parent(s) as Donors.      | Include a copy of your son or daughter’s birth certificate.  |
| 3. Grandparent(s) as Donors. | Include a copy of your son or daughter’s birth certificate and a copy of your grandchild’s birth certificate.                              |
| 4. Legal Guardian as Donor.  | Include a copy of your Letters of Guardianship <b>and a copy of the Court Order</b> authorizing you to sign the Joinder Agreement.         |
| 5. Court as Donor.           | If you are acting at the direction of a Court, <b>include a copy of the Court Order</b> that directs you to execute the Joinder Agreement. |

The documents listed above are examples only and are not intended to be exhaustive or all inclusive. Any document that establishes the Donor’s relationship to the Beneficiary, and the status to establish the Trust on behalf of the Beneficiary, will be sufficient. Please note, however, that the documents provided must clearly and unequivocally establish the Donor’s status.

## Exhibit "E"

### Disclaimer Regarding Legal Advice

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BY MY SIGNATURE below, I freely and openly acknowledge the following.

1) Neither the Non-Profit Settlor, Trustees, nor any of their employees and/or agents, including but not limited to any and all law firms, if any, engaged by the Non-Profit Settlor or Trustees have offered or given me any legal advice regarding: a) the Joinder Agreement and/or the Community Trust; b) the suitability of the Joinder Agreement and/or the Community Trust as it may apply to my particular circumstances; and, c) the suitability of the Joinder Agreement and/or the Community Trust as it may apply to the particular circumstances of the Beneficiary.

2) I have been encouraged to, and have had a full, complete, and fair opportunity to seek independent legal counsel.

Dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Donor