

General Instructions For Completing This Joinder Agreement

An Important Note to Grantors: 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 or approved 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 approved. Please be aware that non-approval of your Agreement may cause delays in meeting eligibility requirements for your public assistance programs. At the very least, an incomplete Agreement will cause unnecessary delays. You can avoid these delays very easily by carefully following all of the instructions that you are given 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 care manager to help you before you begin.

Any Law Firm engaged by the Trustee to aid in the administration of the 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.

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 The "Remainder Beneficiary Exhibit," which follows immediately at the end of the Joinder Agreement.

1.2 Exhibit "A," *Amended and Restated Declaration of Master Trust.*

- * 1.3 Exhibit "B," *Grantor and Beneficiary Information.*

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

- * 1.4 Exhibit "C," *Desires of Grantor for Use of Distributions From Trust Sub-account During Life of Beneficiary.*

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

- * 1.5 Exhibit "D," *Documentation of Grantor and Beneficiary Relationship.*

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

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

2. After your Agreement is reviewed and accepted, you will receive a copy signed by the Trustee along with a copy of the Amended and Restated Declaration of Master Trust. If you need or want copies of the exhibits, we ask that you please make them before submitting your Agreement to us. Your trust documents will be enclosed in a package that will contain additional information about your Pooled Trust Sub-account. Among other things, the package 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 Trust sub-account. The check should be made payable to the Trustee as follows: “The Florida Community Trust”, and it should include the name of the beneficiary on the memo line.

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)

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JOINDER AGREEMENT FOR THE FLORIDA COMMUNITY 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 Amended and Restated Declaration of Master Trust for The National Community Trust (the "Declaration"). The Declaration established The Florida Third Party Pooled Trust, and it was originally executed by The Center for Special Needs Trust Administration, Inc. (the "Trustee") on the 26th day of February, 2002,. Subsequent to being established in 2002, The Florida Third Party Pooled Trust was amended and restated to effectuate its purposes and intent; to provide for more efficient administration; and, to rename it as The National Community Trust on the 6th day of May, 2014 (the "Trust" or "Declaration of Trust"). A copy of the Trust is attached hereto as Exhibit "A" and incorporated herein by reference. The effect of joining the Trust through this Florida Community Trust Joinder Agreement (the "Agreement") shall be to establish a Trust sub-account for the following named Beneficiary(ies): _____

_____. If the Grantor has named more than one Beneficiary, the singular shall also include the plural throughout this Agreement. This Agreement, and the Trust sub-account created hereunder, shall be irrevocable upon acceptance of the Agreement by the Trustee and funding. The Trust sub-account shall be funded with resources that are not owned by the Beneficiary, the Beneficiary's spouse, or anyone who owes a legal duty of support to the Beneficiary, and/or anyone whose funding of the Trust sub-account would constitute the discharge of a legal obligation of support. Specifically subject to these restrictions, the Trustee may accept any contribution of future property it finds acceptable in its sole discretion.

Establishment of Trust

The Trust sub-account established by this Agreement, together with the Declaration of Trust, is created pursuant to the relevant provisions of 42 U.S.C. §1396p regarding trusts that have been established with assets belonging to someone other than an individual receiving or attempting to receive public assistance; and also to comply with Chapter 1640.0576.03 *Trusts Set Up By Others (MSSI, SFP)* of the Economic Self-Sufficiency Manual, which is used by the Florida Department of Children and Families to determine Medicaid eligibility and the availability of trust assets, and with the Social Security Administration's Program Operations Manual System at *SI 01120.200 Trusts — General, Including Trusts Established Prior to 1/1/00, Trusts Established with the Assets of Third Parties and Trusts Not Subject to Section 1613(e) of the Social Security Act.*

Article I Definitions

Having been incorporated herein, all of the terms defined in Article II of the Declaration of Trust have the same meaning when used in this Agreement.

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.

2.01 Distributions to be Consistent with Grantor's Purpose and Intent. By establishing this Trust sub-account, it is the Grantor's specific purpose and intent to establish a sub-account consistent with the purpose and intent of the Trust and to supplement and not to supplant, impair, diminish, or displace any public assistance or benefits to which the Beneficiary may otherwise be eligible or be receiving. Therefore, the Trustee is prohibited from making distributions to, or for the benefit of, the Beneficiary if the effect of such distribution would be to supplant, impair, diminish, or displace any public assistance or benefits to which the Beneficiary may otherwise be eligible or be receiving. The Trustee may consider the future needs of the Beneficiary when making distributions or when considering distributions requests but shall not be required to do so.

2.02 Benefit for Beneficiary. The Beneficiary's Trust sub-account will be administered for the benefit of the Beneficiary consistent with the intent and purpose of the Trust. In the event the Grantor provides specific instructions regarding administration of the Trust during the lifetime of the Beneficiary, the Trustee shall follow these instructions to the extent they are not contrary to the intent and purpose of the Trust or otherwise jeopardize the Beneficiary's eligibility for public assistance. If the Grantor has named more than one Beneficiary, then the Trustee shall manage and administer the Trust sub-account: *(please initial below if applicable)*

[] as equal shares for each Beneficiary *(default if no selection)*; or,
[] with no requirement to expend funds equally between Beneficiaries.

2.03 Discretion of Trustee; Use of Assets; Desires for Use of Assets. The Grantor 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 Grantor has expressed the Grantor's desires as to how assets in the Trust sub-account might be used on behalf of the Beneficiary during the Beneficiary's lifetime.

2.04 Notice of Application; Acceptance, Denial; Termination of Benefits. In order to enjoy the benefits of the Trust to the fullest extent possible, the Beneficiary, or the Beneficiary's legal representative, shall notify the Trustee whenever the Beneficiary: a) applies for public assistance; b) has an application for public assistance approved; c) has an application for public assistance denied; d) receives actual notice of an adverse action to be taken against the Beneficiary's eligibility for public assistance; e) has reason to believe that an adverse action may be taken against the Beneficiary's eligibility for public assistance; and/or, f) has public assistance terminated. Notice shall be in writing, by certified mail, return receipt requested, in care of the Trustee, 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 signature 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 2.04. In no event shall the Trustee be liable for making disbursements which result in a reduction of public assistance, a termination of public assistance, or ineligibility for public assistance when the Trustee did not have actual notice of such public 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 as a condition to the Trustee considering a request to make such a disqualifying distribution.

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 and directions provided by the Grantor in a separately signed exhibit titled "Remainder Beneficiary Exhibit." In addition to providing final distribution directions, this Exhibit shall also include the specific calculation for the Endowment as described in Article 6 of the Declaration of Trust. In the event the Grantor has named more than one Beneficiary, the provisions and directions provided in such Exhibit shall not apply until the death of the last named Beneficiary unless the Grantor provides directions to the contrary in the Exhibit. The Trustee shall not attach the Remainder Beneficiary Exhibit to this Agreement, but shall maintain it with the Trust records. The Grantor shall have no duty to: a) inform the Beneficiary of the provisions and directions provided in the Remainder Beneficiary Exhibit; b) inform the Beneficiary of any other provision within this Agreement; and/or c) inform the Beneficiary of the establishment or existence of this Agreement. Further, with the exception of satisfying any legal duties or requirements, the Trustee shall not disclose the provisions and directions provided by the Grantor in the Remainder Beneficiary Exhibit to the Beneficiary or to any other party without the express consent of the Grantor, the same being confidential information.

Article IV Trustee Compensation

The Trustee shall be entitled to a fee as compensation for its services according to its regularly published fee schedule as that schedule may be amended from time to time.

Article V Administrative Provisions

5.01 Amendments. The provisions of this Agreement may be amended or reformed for the Beneficiary's benefit as the Grantor and the Trustee may jointly agree, provided any such amendment is consistent with the Declaration of Trust and any then-applicable law. Under no circumstance shall an amendment or reformation render the Trust sub-account revocable; act to return the funds to the Grantor; defeat the purpose and intent of this Agreement; and/or, abrogate the Trustee's affirmative duty to protect and preserve the Beneficiary's eligibility for public assistance. In addition, this paragraph 5.01 shall not act as a limitation on the Trustee's ability to make unilateral conforming and/or effectuating amendments and/or reformations pursuant to the provisions of paragraphs 1.5 and 10.4 of the Declaration of Trust.

5.02 Taxes. The Grantor acknowledges that: a) the Trustee has made no representations to the Grantor that contributions to the 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/or, 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.

5.03 Default Grantor Trust Provision. The Grantor reserves the right, which shall be exercisable at any time and from time to time, to demand that the Trustee transfer to the Grantor any or all of the assets of the Trust sub-account in exchange for assets of equivalent value. This power shall be exercisable by the Grantor solely in a non-fiduciary capacity, and without the consent or approval of any other person who has a fiduciary duty. This power shall enable the Grantor to determine the occurrence and timing of any such exchange, but the Trustee shall have the sole and absolute right to ascertain and determine, in the exercise of the Trustee's fiduciary duties to the Beneficiary(ies), the equivalent value to the Trust sub-account assets transferred to the Grantor.

This paragraph 5.03 is a default provision that shall strictly apply unless the Grantor has elected for the Trust sub-account to be treated as a separate legal entity for federal tax purposes by affixing his or her initials in the space provided below. If the space below is not initialed by the Grantor, the default provisions of this paragraph 5.03 shall apply and the Trust sub-account shall be treated as a Grantor Trust for tax purposes.

Grantor's Initials: [_____]

5.04 Trust Sub-account May be a Designated Beneficiary of Retirement Accounts. As more specifically described in the Declaration of Trust, the Grantor may name the Trust sub-account as the Designated Beneficiary of his or her retirement account. To the extent that the Grantor has named, or will name, the Trust sub-account as a Designated Beneficiary, the Grantor specifically acknowledges and agrees as follows:

- a) the Grantor shall be responsible for notifying the plan custodian or administrator and providing such information as the custodian or administrator may require about the Trust sub-account;
- b) the Grantor shall be responsible at all times for notifying the Trustee about the existence of the retirement account and for keeping the Trustee notified of any changes;
- c) the Grantor shall provide the Trustee with sufficient contact information for the plan custodian or administrator;
- d) the default provisions found in paragraph 6.3 of the Declaration of Trust shall control to the extent necessary to ensure the Trust sub-account is a see-through trust; and,
- e) notwithstanding any contrary instructions the Grantor may inadvertently provide, the Trustee shall not distribute any Deferrable Retirement Benefit that becomes payable to the Trust sub-account to, or for, the benefit of the Grantor's estate; any charity; or, any other non-individual beneficiary.

Article VI Miscellaneous Provisions

6.01 Additional Information Concerning Grantor and Beneficiary. Additional information concerning the Grantor and the Beneficiary hereunder, as may be required by the Trustee, shall be provided by the Grantor. The Grantor hereby warrants that all information shall be true and complete to the best of the Grantor's knowledge as of the time of the Grantor provides such information to the Trustee. The Trustee, their employees, and/or agents shall be entitled to rely on all information in performing their duties hereunder toward the Grantor and/or the Beneficiary without being required to

make further inquiry as to accuracy or completeness of such information. The sufficiency of all 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 Grantor.

6.02 Governing Law. This Joinder Agreement is created under, and governed exclusively by, the choice of law set forth in paragraph 10.3 (as may be amended from time to time) of the Declaration of Trust, attached hereto as Exhibit “A” and is explicitly adopted and incorporated herein by reference.

6.03 Additional Information Concerning Distributions. Unless the Grantor provides specific instructions to the contrary in the separately signed Remainder Beneficiary Exhibit, the Trustee may make distributions for the purpose of satisfying the Beneficiary’s funeral expenses, tax liabilities, and/or other such expenses relating to the Beneficiary’s last illness and death.

6.04 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 in any manner whatsoever, 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, at a location to be designated by the arbitrator(s).

6.05 Agreement Understood by Grantor. The Grantor hereby agrees to and acknowledges that the Grantor:

- 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 Grantor has done so;
- c) agrees to be bound by the terms of this Joinder Agreement, and said Agreement is binding on the Grantor’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 Declaration of Trust.

6.07 Agreement Constitutes Entire Understanding Between Parties. This Joinder Agreement, together with the Declaration of Trust attached hereto as Exhibit “A” and the provisions and directions provided by the Grantor attached hereto in the “Remainder Beneficiary Exhibit,” both of which are 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 Agreement, and signed by the parties.

6.08 Severability. Any provision of this Joinder Agreement that may be 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.

6.09 Section Headings. 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 Declaration of Trust.

IN WITNESS WHEREOF, the undersigned Grantor has signed this Joinder Agreement on this ____ day of _____, _____, and the Trustee has accepted and signed this Joinder Agreement on this ____ day of _____, 20____.

GRANTOR'S SIGNATURE

WITNESS SIGNATURES (2)

Grantor Signature

1._____
Witness Signature

Please Print Name

Please Print Name

Address:_____

Address:_____

2._____
Witness Signature

Please Print Name

Address:_____

STATE OF FLORIDA))
COUNTY OF _____))

Sworn to and subscribed before me this ____ day of _____, 20____, by _____ who is

[] personally know by me, or

[] produced _____ as identification.

Notary Public

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

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

[] is personally know by me, or
[] produced _____ as identification.

Notary Public

“Remainder Beneficiary Exhibit”
Grantor’s Distribution Instructions Upon the Beneficiary’s Death
(please attach additional sheet if necessary)

Upon the death of the Beneficiary, and after first applying the Endowment Calculation below, the Trust shall terminate and the balance of the Trust property, including any accrued and undistributed income, shall be distributed according the following distribution instructions.

In the event that the Beneficiary is not survived by the above named remainder beneficiary(ies), or in the event the above beneficiary designations should fail due to any reason whatsoever, then the Trust estate shall be distributed to those persons who would be the heirs of the Beneficiary had the Beneficiary died intestate. For such purposes, distribution of the Trust estate shall be to those heirs as reasonably determined by the Trustee, in its sole discretion, according to the laws of descent and distribution for intestate estates of the State where the Trust is then being administered. In fulfilling its duties in this regard, the Trustee shall not impose unreasonable standards of genealogical proof but shall seek to distribute the Trust estate in the most practical and economical manner possible taking all then salient factors into consideration. The Trustee’s determination shall be final and binding on all parties.

Endowment Calculation: Upon the death of the Beneficiary, and prior to following the Grantor’s directions provided above, an amount equal to 5 % of the then current value of the trust sub-account, not to exceed \$10,000.00, shall vest in the Florida Community Pooled Trust and remain with the Trustee to further its non-profit purpose of serving people with disabilities.

Grantor

Exhibit "A"

Declaration of 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"
Grantor and Beneficiary Information

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.

Grantor 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: _____

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 “C”

Desires of Grantor for Use of Distributions From Trust
Sub-Account During Life of Beneficiary

Please be as thorough as possible when completing this section. The information you provide can be useful to the Trustee when reviewing requests for distributions.

A) Please explain how you would like to see assets in the Beneficiary’s Pooled Trust account used to improve the Beneficiary’s quality of life. You may provide this explanation in any way that makes sense given your particular circumstances.

B) If possible, please provide the name and address of anyone who can be consulted if reassessing the Beneficiary’s supplemental needs becomes useful or necessary in the future. Examples might include family members, a care manager, or even a care management company.

Exhibit “D”

Documentation of Grantor and Beneficiary Relationship

1.

**PLEASE PROVIDE A COPY OF THE GRANTOR’S
DRIVER’S LICENSE OR OTHER PHOTO IDENTIFICATION**

2.

**PLEASE PROVIDE A COPY OF THE
BENEFICIARY’S BIRTH CERTIFICATE**

Exhibit "E"

Disclaimer Regarding Legal Advice

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

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

Grantor