

Trust sub-account number: _____ Acceptance Date: _____

These Blanks to be Completed by the Trustee, version 2.0

THIRD-PARTY GUARDIAN SPECIAL NEEDS TRUST JOINDER AGREEMENT

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

The undersigned Grantor, in consideration of the mutual 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 Guardian Special Needs Trust (the “Trust”), executed by The Guardian Trust Foundation, Inc. (the “Trustee”), and dated May 27, 2015, which is attached as Exhibit “A” and incorporated into this document by reference. The effect of joining the Trust through this Guardian Special Needs Trust Joinder Agreement (the “Agreement”) shall be to establish a Trust sub-account for the Beneficiary designated herein. This agreement, and the Trust sub-account created hereunder, shall be irrevocable upon acceptance of the Agreement by the Trustee.

Article 1 Definitions

Terms used in this Agreement shall have the same meanings as set forth in the Trust.

Article 2 Distributions From Trust Sub-account During Life of Beneficiary

The Grantor acknowledges that upon signing this Agreement and funding the Beneficiary’s Trust sub-account, the Grantor shall have no further interest in and does thereby relinquish and release all rights in control over and all incidents of ownership in the contributed assets and any income thereafter generated in the contributed assets. Distributions from the Beneficiary’s Trust sub-account may be made during the life of the Beneficiary in accordance with the provisions of Trust.

Article 3 Distributions Upon the Beneficiary’s Death

Any assets that remain in the Beneficiary’s Trust sub-account at the Beneficiary’s death shall be further administered as per Article 6 of the Trust. The Grantor acknowledges that any assets to be distributed under Article 6 paragraph 6.3 of the Trust shall be distributed to those remaindermen indicated in Exhibit “B” of this Agreement.

Article 4

Trustee Compensation

The Trustee shall be entitled to compensation for its services as per Article 9 of the Trust. Grantor hereby acknowledges that the Trustee's current fee schedule is attached as Exhibit "E" of this Joinder Agreement, and may be amended from time to time.

Article 5

Miscellaneous Provisions

- 5.01 Qualification for Programs. Grantor acknowledges that the Trustee has no duty to seek out programs of government assistance for the Beneficiary. Grantor and legal representatives of the Beneficiary will identify programs that may be of social, financial, developmental or other assistance to the Beneficiary and pursue qualification on behalf of the Beneficiary.
- 5.02 Irrevocability. The provisions of this Agreement may not be amended or modified by the Grantor, Trustee or Beneficiary.
- 5.03 Indemnification. The Grantor agrees to indemnify and hold harmless the Trustee, its agents and employees, for actions taken on behalf of the Beneficiary so long as the Trustee acted reasonably and in good faith. Grantor recognizes and acknowledges the uncertainty and changing nature of laws, regulations, policies and procedures relating to government assistance and the Trustee will not in any event be held liable for any loss of benefits as long as the Trustee acted in good faith.
- 5.04 Tax Treatment. The Grantor acknowledges that the Trustee has made no representations to the Grantor that contributions to the Trust are deductible as charitable gifts, or otherwise. The Grantor acknowledges that the Trustee has made no representations as to the gift or income tax consequences affecting funds contributed to the Trust. The Trust sub-account income may be taxable to the Beneficiary, subject to applicable exemptions and deductions. Professional tax advice is recommended. The Trust sub-account income may be taxable to the Trust, and when this is the case, such taxes may be payable directly from the Trust sub-account causing such taxation.
- 5.05 Governing Law. This Agreement is created and shall be construed under the laws of the State of Florida and of the United States of America.
- 5.06 Dispute Resolution. Any dispute which may arise between the parties hereto, including the Beneficiary, concerning any matter related to or arising from this Agreement or the Trust, shall be resolved exclusively by binding arbitration between the parties. Said arbitration shall be conducted pursuant to the then-

existing 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).

- 5.07 Full and Complete Disclosure. The Grantor recognizes that the Grantor must provide complete and accurate contact information regarding the Grantor, the Beneficiary and remaindermen at all times. Any change in circumstances that might affect the Beneficiary, this Trust, the duties of the Trustee as those duties pertain to the Beneficiary, including the death of a Beneficiary, must be reported as soon as possible. Grantor acknowledges that the Trustee will administer the Trust for the Beneficiary based on information that the Grantor provides.
- 5.08 Agreement Constitutes Entire Understanding Between Parties. This Agreement, together with attached Exhibits, 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.
- 5.09 Opportunity to Seek Legal Counsel. The Grantor hereby acknowledges that the Grantor has reviewed this Agreement and fully understands its terms; has been advised to, and has been given the opportunity to, seek the advice of independent legal counsel concerning this Agreement, agrees to be bound by the terms of this Agreement; and is not executing this Agreement because of any promises, covenants or representations other than those contained in this Agreement and the Trust. Grantor further acknowledges that neither the Non-Profit Trustee, a Co-Trustee, if any, nor any of their employees or agents, have offered or given the Grantor or any Beneficiary any legal advice regarding the Joinder Agreement or the Trust regarding the suitability of the Joinder Agreement or the Trust as it may apply to Grantor's or any Beneficiary's particular circumstances.
- 5.10 Severability. The invalidity or unenforceability of any provision of this Agreement, or the application thereof to any person or circumstance, in any jurisdiction shall in no way impair, affect or prejudice the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, or the application thereof to other persons and circumstances, in any other jurisdiction.
- 5.11 Headings. The headings, titles and subtitles herein are inserted solely for convenient reference and shall be ignored in any construction hereof.

IN WITNESS WHEREOF, the undersigned Grantor has signed this Agreement on this ____ day of _____, 20____, and the Trustee has accepted and signed this Agreement on this ____ day of _____, 20____ (to be completed by Trustee).

GRANTOR'S SIGNATURE

Grantor Signature

Grantor Printed Name

Address:_____

WITNESS SIGNATURES (2)

1._____
Witness Signature

Witness 1 Printed Name

Address:_____

2._____
Witness Signature

Witness 2 Printed Name

Address:_____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____ who [] is personally known by me, or who [] produced _____ as identification.

Notary Public

(seal)

Guardian Trust Foundation, Inc.

WITNESS SIGNATURES (2)

By:_____

Printed Name

Address:
Guardian Trust Foundation, Inc.
901 Chestnut Street, Suite C
Clearwater, FL 33756

1._____
Witness Signature

Print Name

Address:
901 Chestnut Street, Ste. C
Clearwater, FL 33756

2._____
Witness Signature

Print Name

Address:
901 Chestnut Street, Ste. C
Clearwater, FL 33756

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing document was acknowledged before me on this ____ day of _____, 20 ____, by _____ who [] is personally known by me, or who [] produced _____ as identification.

Notary Public

EXHIBIT “A”

**DECLARATION OF TRUST OF
THIRD-PARTY GUARDIAN SPECIAL NEEDS TRUST
GOES HERE**

Exhibit "B"
Grantor and Beneficiary Information

Grantor Information

Grantor Name: ☐ Mr./☐ Ms. _____

Home Address: _____

City: _____ State: _____ Zip: _____

Telephone (day) number: _____ Cell number: _____

Email Address: _____

Social Security # _____ Date of Birth: _____

Relationship To Beneficiary: _____

Beneficiary Information

Beneficiary Name: ☐ Mr./☐ Ms. _____

Present Address: _____

City: _____ State: _____ Zip: _____

Telephone (day) number: _____

Social Security # _____

Date of Birth: _____ Place of Birth: _____

Medicaid Number (if any): _____

Grantor's Attorney Information

Attorney Name: ☐ Mr./☐ Ms. _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Alternate Number: _____

Email Address: _____

If the Beneficiary has a legal representative (such as a legal guardian, conservator, representative payee, power of attorney or other agent) please provide the following information (if same as Grantor, please indicate):

Name: ☐ Mr./☐ Ms. _____

Address: _____

Telephone: (day) _____ (cell) _____

Email Address: _____

Relationship: _____

What is the Beneficiary's disability? Also, if the Beneficiary's condition has been medically diagnosed, what is the diagnosis?

What is the Beneficiary's current Prognosis?

Insurance Information

If the Beneficiary is covered under any policy of private health care insurance, please provide the following:

Insuring Company: _____

Policy Number: _____

If the Beneficiary is covered under any prepaid funeral or burial insurance, please provide the following:

Company: _____

Address: _____

Policy Number: _____

Government Assistance

Please indicate all forms of government assistance that the Beneficiary receives **or is applying for** and the amounts received per month. If you are not sure, please attach a copy of your award notice from Social Security or your State Medicaid agency.

Social Security Retirement.....	Yes_____	No_____	Amount \$_____
Social Security Disability Insurance (SSDI).....	Yes_____	No_____	Amount \$_____
Disabled Adult Child (DAC) or Childhood Disability Benefits (CDB)	Yes_____	No_____	Amount \$_____
Supplemental Security Income (SSI)	Yes: Amount \$_____	No_____	Applying for _____
Institutional Care or Statewide Medicaid Managed Care Program for Long Term Care (SMMC-LTC, Nursing Home Care)...	Yes_____	No_____	Applying for _____
Home or Community Based Medicaid Waiver Programs...	Yes_____	No_____	Applying for _____
PACE.....	Yes_____	No_____	Applying for _____
Medically Needy Program.....	Yes_____	No_____	Applying for _____
Statewide Medicaid Managed Care Program – Managed Medical Assistance (SMMC-MMA).....	Yes_____	No_____	Applying for _____
Optional State Supplementation (OSS).....	Yes_____	No_____	Applying for _____
Home Care for the Elderly and Disabled (HCE/DA).....	Yes_____	No_____	Applying for _____
Food Assistance.....	Yes_____	No_____	Applying for _____
Veteran’s Benefits..... (Aid and Attendance)	Yes_____	No_____	Applying for _____
Qualified Medicare Beneficiaries (QMB), Special Low-Income Medicare Beneficiaries (SLMB) or Qualifying Individuals 1 (QI1).....	Yes_____	No_____	Applying for _____

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

Does the trust beneficiary own a home? ☐ YES ☐ NO

If yes, please provide the address:

Does the trust beneficiary own a vehicle? ☐ YES ☐ NO

Is the trust beneficiary married? ☐ YES ☐ NO

If yes, please provide the spouse's name: _____

Does the beneficiary have minor children? ☐ YES ☐ NO

If yes, please provide their names and date of birth:

Remaindermen

The Grantor hereby designates the following persons as remaindermen of the Beneficiary's Trust sub-account, and, unless otherwise indicated, all remaindermen shall take in equal shares, per capita. **Please provide full legal name, address and telephone:**

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.
This information is very important when authorizing requests for distributions.

- A) Please explain how you would like to see assets in the Beneficiary's account used to improve the Beneficiary's quality of life. We may require a budget under certain circumstances. If so, we will let you know. Please note that you will NOT be limited to only those items or services listed here.

[illegible]

- 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. *Please indicate whether you would like for each person to be able to request distributions.*

Name: ☐ Mr./☐ Ms.

Address: _____

Telephone: _____

Email: _____ Relationship: _____

Able to request distributions: **YES** ☐ **NO** ☐

Name: ☐ Mr./☐ Ms. _____

Address: _____

Telephone: _____

Email: _____ Relationship: _____

Able to request distributions: **YES** ☐ **NO** ☐

Name: ☐ Mr./☐ Ms. _____

Address: _____

Telephone: _____

Email: _____ Relationship: _____

Able to request distributions: **YES** ☐ **NO** ☐

Name: ☐ Mr./☐ Ms. _____

Address: _____

Telephone: _____

Email: _____ Relationship: _____

Able to request distributions: **YES** ☐ **NO** ☐

Exhibit “D”

Understanding Regarding Legal Advice and Distributions from Trust

BY MY SIGNATURE below, I understand and acknowledge that:

- 1) Neither the Non-Profit Trustee, the Co-Trustees, nor any of their employees or agents, have offered or given me any legal advice regarding the Joinder Agreement or the Trust, the suitability of the Joinder Agreement or the Trust as it may apply to my particular circumstances or to the particular circumstances of the Beneficiary;
- 2) I understand there will be limitations on how funds may be utilized, including the fact that no payments may be made directly to a Beneficiary and all distributions must directly benefit the Beneficiary (no gifting);
- 3) Each request for a distribution must be accompanied by a distribution request form (provided in the Welcome Packet) and a bill or a receipt for the expenditure that benefits the Beneficiary;
- 4) If the Beneficiary is receiving Supplemental Security Income (SSI) there will be additional restrictions regarding distributions which will be detailed in the Welcome Packet;
- 5) If I request that an individual be paid for services rendered to the Beneficiary, and the individual providing these services is not in the routine business of providing such services, then there will be specific accounting, tax, employment and reporting requirements associated with such employment pursuant to state and federal law; and
- 6) I have been encouraged to, and have had a full, complete, and fair opportunity to, seek independent tax and legal counsel.

Dated the ____ day of _____, ____.

Grantor

EXHIBIT "E"

TRUSTEE'S FEE SCHEDULE

1. Administrative Fee. There is a one-time \$950.00 enrollment fee which will be deducted from the initial deposit. The account will also automatically be charged an annual administrative fee, paid in advance, based upon the total of all assets in the Beneficiary's sub-account on the date fees are assessed, in accordance with the following schedule:

0.6%	Greater than \$3,000,000
0.8%	\$2,000,001 – \$3,000,000
1.0 %	\$1,000,001 - \$2,000,000
1.5 %	\$500,000 - \$1,000,000
2.0 %	\$250,000 - \$500,000
2.5 %	Less than \$250,000

If there are subsequent deposits into the Beneficiary's sub-account other than accrued interest, the Trustee will charge a proportional fee against the net amount of each deposit, when received.

2. Administrative Expenses. There may be additional administrative expenses and/or fees as set forth in the Trust Agreement and in this Joinder Agreement. Such expenses and/or fees include but are not limited to: money management, legal and accounting fees, fees for management of real property, and care management services, and will be allocated either pro rata among all sub-accounts or to the affected Beneficiary.
3. Mailing Procedure. Mail the completed Joinder Agreement along with any checks to deposit into the Beneficiary's account to:

Guardian Special Needs Trust
901 Chestnut Street, Suite C
Clearwater, FL 33756

Please make check payable to: Guardian Special Needs Trust.

Place the Beneficiary's name in the memo section of the check.

Electronic deposit instructions can be obtained by calling the office at 800-669-2499.

4. Welcome Packet. Upon acceptance into the Guardian Special Needs Trust the Beneficiary or his or her legal representative will receive a receipt and Welcome Packet containing a copy of the fully executed Joinder Agreement for use in properly reporting the establishment of the Trust sub-account to the appropriate government agency(ies), as well as additional instructions for requesting distributions and blank Distribution Request Forms.