

Trust sub-account number:_____ Acceptance Date:_____

These Blanks to be Completed by the Trustee version 3.6

GUARDIAN POOLED TRUST JOINDER AGREEMENT

This is a legal document. You are encouraged to seek independent, legal 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 Pooled Trust (the “Trust”), executed by the Guardian Trust Foundation, Inc. (the “Trustee”) with principal offices located at 901 Chestnut Street, Suite C, Clearwater, Florida 33756, (800) 669-2499, and dated May 21, 2015 establishing the Trust and amended on August 24, 2015 and on August 12, 2016, which is attached as Exhibit “A” and incorporated into this document by reference. The effect of joining the Trust through this Guardian Pooled Trust Joinder Agreement (the “Agreement”) shall be to establish a Trust sub-account for the sole and exclusive use of the Beneficiary designated on Exhibit “B”. This Agreement, and the Trust sub-account created hereunder, shall be irrevocable upon acceptance of the Agreement by the Trustee exclusively to the Beneficiary, the Beneficiary’s heirs or assigns.

Article 1 Definitions

Terms used in this Agreement shall have the same meanings as set forth in the Trust annexed as Exhibit “A” except that the term Trustee used herein shall include the Trustee and the Co-Trustees.

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 that the Beneficiary’s Trust sub-account is funded with only the assets and/or income of the Beneficiary, and that the Grantor shall have no further interest in and does thereby relinquish and release all rights of control over and all incidents of ownership in the contributed assets and any income thereafter generated by 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 and detailed further as follows:

- 2.01 Trust sub-account. While the Beneficiary is living, the Beneficiary’s Trust sub-account will be administered solely for the benefit of the Beneficiary according to the Trust. Such account may be pooled for investment and management purposes. This trust is not an investment, though it will be conservatively invested in

accordance with fiduciary standards. There are no particular investments being promoted or sold by this trust.

- 2.02 Request by Grantor Regarding Use of Funds. The Grantor recognizes that all distributions from a Beneficiary's Trust sub-account are at the Trustee's sole discretion. While recognizing that the Trustee will make distributions only for the Beneficiary's supplemental needs and supplemental care, the Grantor may, and is encouraged to, express desires as to how assets in the Trust sub-account might be used on behalf of the Beneficiary during the Beneficiary's lifetime.
- 2.03 Government Assistance Notice. The Beneficiary, or the Beneficiary's legal representative, must notify the Trustee whenever the Beneficiary:
- 2.03.1 applies for government assistance;
 - 2.03.2 has an application for government assistance approved;
 - 2.03.3 has an application for government assistance denied; or
 - 2.03.4 has government assistance terminated.

Notice under this Agreement must be made in writing, to the Trustee, at such address as the Trustee may designate. Notice must be made within 5 (five) days of the event requiring notice. The Trustee shall not be held 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, or ineligibility, at the time such disbursements were requested or made. Furthermore, if a Beneficiary or the Beneficiary's representative waives such liability in a signed writing as a condition to receiving a disqualifying distribution, the Trustee shall likewise not be held liable for the results of the distribution.

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 administered as set forth in Article 6 of the Declaration of Trust.

Article 4

Administrative Fees

The sub-account will be charged an annual administrative fee according to the published fee schedule in effect at the time services are rendered, payable in advance at the beginning of the period. This fee will include the services of the Trustee, investment advisor and tax services incurred in the operation of the trust. The Trustee may employ the services of individuals or for-profit entities, in accordance with federal policy, but all managerial control will be maintained by the non-profit association. There are no additional fees for these contracted services.

Article 5

Miscellaneous Provisions

- 5.01 Qualification for Programs. Grantor acknowledges 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. This Agreement is irrevocable.
- 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 Full and Complete Disclosure. The Grantor recognizes that the Grantor must provide complete and accurate information regarding the Grantor and the Beneficiary 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 no disbursements may be made from the trust after the death of the Beneficiary. Grantor acknowledges that the Trustee will administer the Trust for the Beneficiary based on information that the Grantor provides.
- 5.07 Agreement Constitutes Entire Understanding Between Parties. This Agreement, together with attached Exhibits and any Addendums to this Agreement, 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.

- 5.08 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 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.
- 5.09 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.
- 5.10 Headings. The headings, titles, and subtitles herein are inserted solely for convenient reference and shall be ignored in any construction hereof.

**THE REST OF THIS PAGE IS INTENTIONALLY
LEFT BLANK**

EN FE DE LO CUAL, el Cedente signatario ha firmado este Contrato este día _____ de _____ de _____, y el Fideicomisario ha aceptado y firmado este Contrato en este día _____ de _____ de _____ (para ser completado por el Fideicomisario).

FIRMA DEL CEDENTE

Firma del Cedente

Nombre del Cedente en letra de molde

Dirección: _____

FIRMAS DE LOS TESTIGOS (2)

1. _____
Firma del Testigo

Nombre del testigo 1 en letra de molde

Dirección: _____

2. _____
Firma del Testigo

Nombre del testigo 2 en letra de molde

Dirección: _____

ESTADO DE _____
CONDADO DE _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20 ____, by _____ who [] is personally known by me, or who [] produced _____ as identification.

Notary Public

Guardian Trust Foundation, Inc.

FIRMAS DE LOS TESTIGOS (2)

Por: _____

Nombre en letra de molde

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

1. _____
Firma del Testigo

Nombre en letra de molde

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

2. _____
Firma del Testigo

Nombre en letra de molde

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

ESTADO DE FLORIDA
CONDADO DE PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20 ____, by _____ who ☐ is personally known by me, or who ☐ produced _____ as identification.

Notary Public

EXHIBIT “A”

DECLARATION OF TRUST GOES HERE

ANEXO "B"
INFORMACIÓN DEL CEDENTE Y EL BENEFICIARIO

Información del Cedente

Cualquiera de los siguientes está habilitado para firmar este contrato:

Padres, abuelos, tutores, apoderados legales, tribunales o el Beneficiario directamente

Nombre del Cedente: ☐ Sr./☐ Sra. _____

Dirección residencial: _____

Ciudad: _____ Estado: _____ Código postal: _____

Número de teléfono (diurno): _____ Número de celular: _____

Dirección de email: _____

Relación con el Beneficiario: _____

Número de identificación fiscal (o SSN) del Otorgante: _____

¿Cómo debemos entregar el paquete de bienvenida? ☐ Correo postal ☐ Email

Pooled Trust Beneficiary Information

Nombre del Beneficiario: ☐ Sr./☐ Sra. _____

Dirección actual: _____

Ciudad: _____ Estado: _____ Código postal: _____

Número de teléfono (diurno):: _____

N.º de seguro social: _____

Fecha de nacimiento: _____ Lugar de nacimiento: _____

Número de Medicaid (de tener uno): _____

Si el beneficiario es menor de edad, especifique:

Nombre de la madre: _____

Nombre del padre: _____

Si el Beneficiario tiene un representante legal (como un tutor, curador, beneficiario representante, apoderado legal u otro agente), por favor, suministre la siguiente información (si es el mismo que el Cedente, indique):

Nombre: ☐ Sr./☐ Sra. _____

Dirección: _____

Teléfono: (diurno) _____ (celular) _____

Dirección de email: _____

Relación: _____

¿Cuál es la discapacidad del Beneficiario? También, si la condición del Beneficiario ha sido diagnosticada por un médico, ¿cuál es el diagnóstico?

¿El beneficiario del fideicomiso tiene una Cuenta ABLE? ☐ SÍ ☐ NO

¿El beneficiario del fideicomiso posee una vivienda? ☐ SÍ ☐ NO

Si la respuesta es afirmativa, suministre la dirección:

¿El beneficiario del fideicomiso posee un vehículo? ☐ SÍ ☐ NO

¿Está casado el beneficiario del fideicomiso? ☐ SÍ ☐ NO

Si la respuesta es afirmativa, suministre el nombre del cónyuge: _____

¿El beneficiario tiene hijos menores de edad? ☐ SÍ ☐ NO

Si la respuesta es afirmativa, suministre sus nombres y fechas de nacimiento:

Ayuda gubernamental

Tipo y monto del ingreso mensual

(Por favor, incluya una copia del Aviso de Adjudicación más reciente del Seguro Social o de la Agencia de Medicaid estatal)

Seguro Social por jubilación..... Sí _____ No _____ Monto \$

Seguro por discapacidad del
Seguro Social (SSDI)..... Sí _____ No _____ Monto \$

Hijo de adulto discapacitado (DAC) o
Beneficios por discapacidad infantil (CDB) Sí _____ No _____ Monto \$

Seguridad de ingreso
suplementario (SSI) Sí _____ No _____ Monto \$

Otros ingresos mensuales (Explique): _____ Monto \$

¿Se utilizará el fideicomiso de fondo común en lugar de un fondo
de renta para fines de elegibilidad? Sí _____ No _____

Programas de ayuda gubernamental

Programa de cuidado institucional (ICP) o Programa estatal para la
proporción de cuidados a largo plazo administrados por Medicaid
(SMMC-LTC) (Geriátrico y
cuidados a largo plazo)..... Sí _____ No _____ Solicitando _____

Programas de renuncia a Medicaid
en el hogar o la comunidad..... Sí _____ No _____ Solicitando _____

PACE..... Sí _____ No _____ Solicitando _____

Programa para quienes necesitan atención médica
..... Sí _____ No _____ Solicitando _____

Programa estatal para la proporción de asistencia médica
administrada por Medicaid
(SMMC-MMA)..... Sí _____ No _____ Solicitando _____

Suplemento opcional
del estado (OSS)..... Sí _____ No _____ Solicitando _____

Asistencia alimentaria..... Sí _____ No _____ Solicitando _____

Beneficios de veteranos..... Sí _____ No _____ Solicitando _____
(Ayuda y asistencia)

(Encierre una opción en un círculo) Beneficiarios calificados de Medicare (QMB),
Beneficiarios de Medicare específicos con bajos ingresos (SLMB) o
Individuos calificados 1 (QI1)..... Sí _____ No _____ Solicitando _____

Información sobre seguros

Si el Beneficiario está cubierto por una póliza de seguro médico diferente a Medicaid, suministre la siguiente información:

Empresa aseguradora: _____

Número de póliza: _____

Si el Beneficiario está cubierto por una póliza o seguro de servicios funerarios, suministre la siguiente información:

Empresa: _____

Dirección: _____

Número de póliza: _____

Hacemos hincapié en recomendar el pago anticipado de los servicios funerarios ya que el Fideicomiso no puede cubrir estos gastos luego de la muerte del Beneficiario.

Su abogado

Nombre: ☐ Sr./☐ Sra. _____

Dirección: _____

Teléfono: _____

Email: _____

Quién lo recomendó

Nombre ☐ Sr./☐ Sra. _____

Dirección: _____

Teléfono: _____

Email: _____

ANEXO “C”

DESEOS DEL CEDENTE EN CUANTO AL USO DE LAS DISTRIBUCIONES PROVENIENTES DE LA SUBCUENTA DE FIDEICOMISO DURANTE LA VIDA DEL BENEFICIARIO

Sea tan minucioso como le sea posible al llenar esta sección.

Esta información es de suma importancia para la autorización de solicitudes para la realización de distribuciones.

- A) Por favor, explique cómo le gustaría que se utilizaran los activos en la subcuenta del Fideicomiso Agrupado del Beneficiario para mejorar su calidad de vida. En ciertas circunstancias, podemos requerir un plan de gastos. Si es así, se lo haremos saber y discutiremos esto durante nuestra Llamada de Bienvenida. Tenga en cuenta que NO estará limitado únicamente a los artículos o servicios enumerados aquí.

- B) ¿Cuál es la fuente de estos fondos del fideicomiso?

_____ Ahorros o acumulaciones durante la vida

_____ Lesión personal o demanda judicial

_____ Herencia

Otro (por favor, proporcione detalles): _____

¿Espera depositar fondos adicionales después del depósito inicial? _____

Si es así, ¿cuál es la fuente de esos fondos, cuándo espera recibirlos y cuál es el monto aproximado? _____

- C) Si es posible, suministre el nombre y la dirección de personas que puedan ser consultadas si una revaluación de las necesidades suplementarias del Beneficiario se considera útil o necesaria en el futuro. Ejemplos de estas personas pueden ser familiares, un administrador de cuidados o incluso una compañía administradora de servicios médicos.

Indique si le gustaría que cada persona fuera capaz de solicitar distribuciones

Nombre: ☐ Sr./☐ Sra. _____

Dirección: _____

Teléfono: _____

Email: _____ Relación: _____

Capaz de solicitar distribuciones: **SÍ** ☐ **NO** ☐

Nombre: ☐ Mr./☐ Ms. _____

Dirección: _____

Teléfono: _____

Email: _____ Relación: _____

Capaz de solicitar distribuciones: **SÍ** ☐ **NO** ☐

Nombre: ☐ Mr./☐ Ms. _____

Dirección: _____

Teléfono: _____

Email: _____ Relación: _____

Capaz de solicitar distribuciones: **SÍ** ☐ **NO** ☐

Anexo “D”

Prueba del estatus del Cedente para establecer un Fideicomiso en nombre del Beneficiario

Conforme a las leyes vigentes, solo el Beneficiario, o el agente del Beneficiario a través de un poder notarial, sus padres, abuelos, tutores o un tribunal pueden establecer el Fideicomiso en nombre del Beneficiario. Si usted es una persona distinta al Beneficiario, incluya documentos que verifiquen que usted entra en una de estas categorías permisibles.

TODOS LOS CEDENTES DEBEN SUMINISTRAR UNA FOTOCOPIA DE SU LICENCIA DE CONDUCIR U OTRA IDENTIFICACIÓN CON FOTOGRAFÍA

La lista a continuación ilustra los tipos de documentos que deben suministrarse para establecer la relación del Cedente con el Beneficiario o su estatus para aportar al Fideicomiso.

- | | |
|---------------------------------|--|
| 1. Beneficiario como Cedente. | Solo necesitamos una copia de una identificación con fotografía. |
| 2. Padre(s) como Cedente(s). | Una copia de una identificación con fotografía del Cedente y una copia del acta de nacimiento de su hijo o hija. |
| 3. Abuelo(s) como Cedente(s). | Una copia de una identificación con fotografía del Cedente y una copia del acta de nacimiento de su hijo o hija y una copia del acta de nacimiento de su nieto o nieta. |
| 4. Tutor legal como Cedente(s). | Una copia de una identificación con fotografía del Cedente, una copia de sus Cartas de Tutoría y una copia de la orden del tribunal que lo autoriza para firmar el Contrato de Adhesión. |
| 5. Tribunal como Cedente(s). | Una copia de una identificación con fotografía del Cedente y una copia de la orden del tribunal que solicita (no que autoriza) el establecimiento de una cuenta de Fideicomiso. |
| 6. Apoderado | Una copia de una identificación con fotografía del Cedente y una copia del documento del poder notarial para el Beneficiario. |

Los documentos listados anteriormente son ejemplos únicamente. Será suficiente cualquier documento que establezca claramente la relación del Cedente con el Beneficiario y el estatus para establecer el Fideicomiso en nombre del Beneficiario.

Exhibit "E"

Understanding Regarding Legal Advice and Distributions from Trust

Please **initial each item** and **sign** below to acknowledge an understanding that:

- _____ 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 individual circumstances or to the individual circumstances of the Beneficiary. I have been encouraged to, and have had a full, complete, and fair opportunity to, seek independent tax and legal counsel, and I understand that if a Power of Attorney document was used to execute this Joinder Agreement, no legal opinion has been given by the Trustees or any of their employees or agents regarding the validity or acceptance of such document by any governmental agency;
- _____ 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 only the Beneficiary (no gifting);
- _____ I understand that **debts incurred prior** to the establishment of the pooled trust may not be approved/paid. Please consult with your attorney about satisfying all debt prior to the establishment of the Trust;
- _____ Each request for a distribution must be accompanied by a Distribution Request Form (provided in the Welcome Packet) and a bill, receipt and/or proof of payment for the expenditure that solely benefits the Beneficiary;
- _____ No distributions may be made after the death of a Beneficiary, including funeral or cremation expenses and I have been advised to **prearrange for these services**;
- _____ If the Beneficiary is receiving Supplemental Security Income (SSI) there will be additional restrictions regarding distributions which will be detailed in the Welcome Packet;
- _____ If I request that an individual is to be paid for services rendered to the Beneficiary, and the individual providing these services is not in the routine business of providing such services, the individual will be paid through a third-party employment service and there may be additional costs for these services; Some services may require proof of professional licensing and insurance.
- _____ I understand that the funds in the pooled trust are conservatively invested. There are risks involved with investing which may include market fluctuation and possible loss of principal value.
- _____ I have read and agree to the fee structure outlined on page 16 (Exhibit "F") of the Joinder Agreement.

Dated the ____ day of _____, _____.

Grantor

Exhibit “F”

Administrative Fees and Procedure

1. Administrative Fee. There is a one-time \$500 enrollment fee which will be deducted from the initial deposit. The account will also automatically be charged an annual administrative fee at the effective rate based on the following schedule:

3.0 %	On the First \$250,000
2.25 %	On the next \$250,000 (amounts between \$250,001 - \$500,000)
1.5 %	On all amounts over \$500,000

This fee is paid annually in advance and includes Trustee services, investment advisory services and accounting services.

- a. Subsequent deposits will be assessed an administrative fee corresponding to the aggregate account balance at the time of deposit.
 - b. Upon the death of a Beneficiary, any amounts that remain in that Beneficiary’s Trust sub-account shall be retained by the Trust and a \$500 closing fee will be assessed.
 - c. To the extent that any remaining Trust property is not retained by the Trust, such property must be distributed to each State(s) from such remaining amounts in the account an amount equal to the total amount of medical assistance paid on behalf of the individual under the State Medicaid plan(s). If funds remain after the closing fee and Medicaid payback, remaining funds may be released back to the beneficiary’s estate, guardian or trustee if the beneficiary had a trust.
2. Submission. Please scan and email the completed Joinder Agreement and supporting documents outlined on Page 14 to **Info@guardiantrusts.org** or fax to (727) 754-5948. **We do not need the original joinder agreement mailed to our office.**

Funding checks for the Beneficiary’s pooled trust account can be mailed to our office at:

Guardian Pooled Trust
901 Chestnut Street, Suite C
Clearwater, FL 33756

Please make check payable to: Guardian Pooled Trust.

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

Electronic deposit instructions can be obtained by calling the office at (727) 210-1185.
Please note that we can only accept liquid assets/cash into the Guardian Pooled Trust.

3. Welcome Packet. Upon acceptance into the Guardian Pooled Trust the Grantor 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 by the Grantor to the appropriate government agency(ies), as well as additional instructions for requesting distributions and blank Distribution Request Forms. A “Welcome Call” will also be scheduled.