

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

*These Blanks to be Completed by the Trustee version 1.10*

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## THE GUARDIAN POOLED 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 Pooled Trust (the “Trust”), executed by The National Non-Profit for Americans with Disabilities, Inc. (the “Trustee”), and dated June 6, 2002 establishing the Trust, and as amended on April 1, 2009 and on January 25, 2011, 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 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-Trustee.

### **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 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.

- 2.02 Personalized Care Plan. The Trustee may request a personalized care plan be provided for the Beneficiary. The Trustee will consider the care plan, to the extent the Trustee deems advisable, when reviewing a distribution request from the Beneficiary's Trust sub-account.
- 2.03 Distributions Pending Receipt of a Personalized Care Plan. Pending the receipt of a personalized care plan established for the Beneficiary, any nonsupport items that are needed for maintaining the Beneficiary's health, safety, and welfare may be provided for the benefit of the Beneficiary when, in the sole and absolute discretion of the Trustee, such needs are not being met by government assistance or from other resources available to the Beneficiary.
- 2.04 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.
- 2.05 Government Assistance Notice. The Beneficiary, or the Beneficiary's legal representative, must notify the Trustee whenever the Beneficiary:
- 2.05.1 applies for government assistance;
  - 2.05.2 has an application for government assistance approved;
  - 2.05.3 has an application for government assistance denied; or
  - 2.05.4 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.

- 2.06 Administrative Expenses. Under the provisions of Article 9.1 of the Trust Agreement, payments may be made to attorneys or professionals as deemed necessary by the Trustee to assist in the administration of the Trust Agreement. If such advice is necessary or advisable, the Grantor

recognizes that such expenses “shall be a proper expense of the Trust and may be apportioned on a pro rata basis to all Trust sub-accounts or charged only against the Trust sub-account about which the Trustee seeks such advice or assistance.”

### **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 the Trust Agreement.

### **Article 4 Trustee Compensation**

The Trustee shall be entitled to compensation for its services according to its published fee schedule in effect at the time services are rendered by the Trustee. Fees and compensation paid to the Trustees are not refundable. Fees are earned when paid.

### **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. 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 to the Trust. The 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. 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 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, 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.

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

GRANTOR'S SIGNATURE

WITNESS SIGNATURES (2)

\_\_\_\_\_  
Grantor Signature

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

\_\_\_\_\_  
Grantor Printed Name

\_\_\_\_\_  
Witness 1 Printed Name

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

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

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

\_\_\_\_\_  
Witness 2 Printed Name

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

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

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

**The National Non-Profit for  
Americans with Disabilities, Inc.**

WITNESS SIGNATURES (2)

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

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

\_\_\_\_\_  
Printed Name

Address: The National Non-Profit for  
Americans with Disabilities, Inc.  
901 Chestnut Street, Suite C  
Clearwater, FL 33756

\_\_\_\_\_  
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 GOES HERE**

EXHIBIT "B"  
GRANTOR AND BENEFICIARY INFORMATION

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**Grantor Information**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (day) number: \_\_\_\_\_ Cell number: \_\_\_\_\_

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

Social Security # \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Relationship To Beneficiary: \_\_\_\_\_

**(Must be one of the following: Parent, Grandparent, Guardian,  
Power of Attorney, Court or Beneficiary directly)**

**Beneficiary Information**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (day) number: \_\_\_\_\_

Social Security # \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Medicaid Number(if any): \_\_\_\_\_

*If the Beneficiary is a Minor, please provide:*

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

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

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: \_\_\_\_\_

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?

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

**Your Attorney**

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

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

### Government Assistance

Please indicate all forms of government assistance that the Beneficiary receives **or is applying for** and the amounts received per month.

Social Security Retirement.....	Yes_____	No_____	Amount \$_____
Supplemental Security Income (SSI).....	Yes_____	No_____	Amount \$_____
Social Security Disability Insurance (SSDI).....	Yes_____	No_____	Amount \$_____
Medicaid Institutional Care Program (Nursing Home Care).....	Yes_____	No_____	Applied for _____
Medically Needy Program.....	Yes_____	No_____	Applied for _____
MEDS-AD.....	Yes_____	No_____	Applied for _____
PACE.....	Yes_____	No_____	Applied for _____
Home or Community Based Medicaid Waiver Programs...	Yes_____	No_____	Applied for _____
Optional State Supplementation (OSS).....	Yes_____	No_____	Applied for _____
Home Care for the Elderly and Disabled (HCE/DA).....	Yes_____	No_____	Applied for _____
Food Stamps.....	Yes_____	No_____	Applied for _____
Veteran's Benefits (Aid and Attendance).....	Yes_____	No_____	Applied for _____
Qualified Medicare Beneficiaries (QMB).....	Yes_____	No_____	Applied for _____
Special Low-Income Medicare Beneficiaries (SLMB).....	Yes_____	No_____	Applied for _____
Qualifying Individuals 1 (QI1).....	Yes_____	No_____	Applied for _____
Other: _____			Applied for _____

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

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

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### **Insurance Information**

If the Beneficiary is covered under any policy of 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: \_\_\_\_\_

**We strongly suggest prepaying for funeral or burial arrangements as the Trust cannot pay for these expenses after the death of the beneficiary.**



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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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

## Exhibit “D”

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

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Under current law, only the Beneficiary, or the Beneficiary’s parents, grandparents, legal guardian, or 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 GRANTORS MUST PROVIDE A PHOTOCOPY OF THEIR DRIVERS LICENSE  
OR  
OTHER PHOTO IDENTIFICATION**

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

- |                                |   |
|--------------------------------|---|
| 1. Beneficiary as the Grantor. | Photo I.D.  |
| 2. Parent(s) as Grantors.      | Include a copy of your son or daughter’s birth certificate.   |
| 3. Grandparent(s) as Grantors. | Include a copy of your son or daughter’s birth certificate and a copy of your grandchild’s birth certificate.               |
| 4. Legal Guardian as Grantor.  | Include a copy of your Letters of Guardianship and a copy of the Court Order authorizing you to sign the Joinder Agreement. |
| 5. Court as Grantor.           | If the Court is establishing the Trust Account include a copy of the Court Order.   |
| 6. Power of Attorney           | If the Grantor has a Power of Attorney for the Beneficiary please provide a copy of the Power of Attorney.                  |

The documents listed above are examples only. Any document that clearly establishes the Grantor’s relationship to the Beneficiary, and the status to establish the Trust on behalf of the Beneficiary, will be sufficient.

Exhibit "E"

Understanding Regarding Legal Advice and Distributions from Trust

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BY MY SIGNATURE below, I understand and acknowledge that:

- 1) Neither the Non-Profit Trustee, the Co-trustee, 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) 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;
- 5) If the Beneficiary is receiving Supplemental Security Income (SSI) there will be additional restrictions regarding distributions which will be detailed in the Welcome Packet;
- 6) If I direct 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 likely be specific accounting, tax, employment and reporting requirements associated with such employment pursuant to state and federal law which is the sole responsibility of the Beneficiary; and
- 7) I have been encouraged to, and have had a full, complete, and fair opportunity to, seek independent tax and legal counsel.
- 8) I have read and agree to the fee structure outlined on page 16 (Exhibit F) of the Joinder Agreement.

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

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Grantor

## Exhibit “F”

### Trustee Fees and Procedure

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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, paid in advance, based on the following schedule:
  - a. Three percent (3%) of the first two-hundred-fifty thousand dollars (\$250,000).
  - b. Two and one-quarter percent (2.25%) of the next two-hundred-fifty thousand dollars (\$250,000-\$500,000).
  - c. One and one-half percent (1.5%) of all amounts greater than five hundred thousand dollars (\$500,000+).
  - d. If there are subsequent deposits the Trustee will charge a fee against each deposit, when received.
  - e. If the subsequent deposit is greater than fifty thousand dollars (\$50,000+) and the deposit is made less than six months prior to the anniversary date (month account was established) the fee will be reduced to two percent (2%) for that deposit.
  - f. If the Beneficiary is not a Florida resident there will be an additional one-half percent (0.5%) annual administrative fee.
2. Administrative Expenses. There may be additional administrative expenses as set forth in the Trust Agreement and in this Joinder Agreement. Such expenses 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 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.**

4. 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, additional instructions for requesting distributions as well as blank Distribution Request Forms.