

General Instructions For Completing This Joinder Agreement *The Theresa Community Foundation Pooled Trust*

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 accepted. 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 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 Exhibit "A," *Master Declaration of Trust.*

* 1.2 Exhibit "B," *Grantor and Beneficiary Information.*

Please see Exhibit "B" for instructions on completing this part of the Agreement. If you are naming more than one Beneficiary in the Joinder Agreement, please use a separate Exhibit "B" for each Beneficiary.

* 1.4 Remainder Beneficiary Exhibit "C", *Grantor's Directions for Distributions Upon the Beneficiary's Death.*

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

* 1.5 Exhibit "D," *Desires of Grantor for Use of Distributions From Trust During Lifetime of the Beneficiary.*

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

1.6 Exhibit "E," *Disclaimer Regarding Legal Advice.*

Exhibits "A" and "B" will be attached to the Joinder Agreement.

Exhibits "C," "D," and "E" will not be attached to the Joinder Agreement and will be kept in the Trust records.

2. After the Agreement is reviewed and accepted, you will receive a copy signed by the Trustee along with the attached exhibits. If you need or want copies of the exhibits that are not attached, please make them before submitting the Agreement for approval. You will also receive a package containing information about the Community Trust Sub-account you have established, which will include copies of a simple form for requesting Trust distributions and simple instructions on how to use the forms.

3. Please remember to enclose a check with your completed Agreement for whatever amount you are contributing to the Trust sub-account. The check should be made payable to:

"The Theresa Foundation Community Trust"

Trustee fees will be automatically deducted from the sub-account after it is established so there is no need to send a separate check.

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

Please 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 THERESA FOUNDATION 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 Master Declaration for The Theresa Foundation Community Trust (the "Master Declaration" or "Trust" as the context requires), dated the ____ day of January, 2014, and established by The Theresa Alessandra Russo Foundation, Inc. as Settlor and The Center for Special Needs Trust Administration, Inc. as Trustee (the "Trustee"), which is attached hereto as Exhibit "A" and incorporated herein by reference. The effect of joining the Trust through this Third Party 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. More particular information about the Beneficiary has been provided to the Trustee in the attached Exhibit "B," which is incorporated herein by reference. 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 any other person with a support obligation to the Beneficiary. The Trustee may accept any contribution of future property it finds acceptable in its sole discretion, provided however, that the Trustee shall not accept any property that is owned by the Beneficiary, the Beneficiary's spouse, or any other person with a support obligation to the Beneficiary.

Establishment of Trust

The Trust sub-account established by this Agreement, together with the Master Declaration, 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 government assistance; and also to comply with the provisions of Section 7-1.12 of the New York estates, powers and trusts law and NYCRR Title 18, Section 360-4.5(b)(4); and, Third Party Trust, 362-364, of the Medicaid Reference Guide (MRG), which is used by local social service districts in New York State for the purpose of evaluating countable trust income and/or resources in eligibility determinations for Medicaid applicants and recipients; and, 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 Master Declaration 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 supplement and not to supplant, impair, diminish, or displace any government 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 government 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 requests for distributions 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 do not otherwise jeopardize the Beneficiary's eligibility for government 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; 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 be required to notify the Trustee whenever the Beneficiary: a) applies for government assistance; b) has an application for government assistance approved; c) has an application for government assistance denied; d) receives actual notice of an adverse action to be taken against the Beneficiary's eligibility for government assistance; e) has reason to believe that an adverse action may be taken against the Beneficiary's eligibility for government assistance; and/or, f) has government 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 government assistance, a termination of government assistance, or ineligibility for government assistance when the Trustee did not have actual notice of such government assistance, or other circumstances giving rise to such termination, reduction, and/or ineligibility, at the time such disbursements may have been made or requested, or when the Beneficiary or the Beneficiary's

representative waives such liability in a signed writing as a condition to receiving 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 Master Declaration. 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. 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 Miscellaneous Provisions

5.01 Amendments. The provisions of this Agreement may be amended as the Grantor and the Trustee may jointly agree, provided any such amendment is consistent with the Master Declaration and any then-applicable law. Under no circumstance shall an amendment defeat the purpose and intent of this Agreement and/or the Trustee's affirmative duty to protect and preserve the Beneficiary's eligibility for government assistance.

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 Testamentary Power of Appointment Over Residue. Subject only to the Endowment as described generally in Article 6 of the Trust and more specifically described in the Remainder Beneficiary Exhibit separately signed by the Grantor, the Grantor shall have the power, through a Last Will and Testament, and by making express reference to this power, to direct that part or all of the property remaining in the Trust may be delivered to such persons or their issue as the Grantor so directs. However, under no circumstances shall the Grantor have the power to direct that such property be delivered to the Beneficiary, the Beneficiary's estate, creditors of the Beneficiary, or creditors of the Beneficiary's estate. Any property not so appointed, real, personal, or mixed, shall be distributed according to the provisions provided herein.

5.04 Additional Information Concerning Grantor and Beneficiary. Additional information concerning the Grantor and the Beneficiary, as may be required by the Trustee, shall be provided by the Grantor to the extent such information is available to the Grantor. The Grantor hereby warrants that such information shall be true and complete to the best of the Grantor's knowledge as of the time the Grantor provides such information. The Trustee, their employees, and/or agents shall be entitled to rely on such 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. In addition, the Trustee, their employees, and/or agents shall also be entitled to rely on any information received from the Beneficiary and/or any agent of the Beneficiary. Whether supplied by the Grantor, the Beneficiary, or their agents, 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 so provided.

5.05 Governing Law. Unless specified to the contrary elsewhere herein, this Agreement is created under, and shall be governed by and interpreted in accordance with, the law identified in paragraph 10.3 of the Master Trust.

5.06 Additional Information Concerning Distributions. Subject to the Trustee's sole and absolute discretion, the Trustee may make distributions for those expenses incurred before the Beneficiary's death and/or 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 when the Beneficiary's estate does not have sufficient assets for such expenses. A request for any such payment as described in this paragraph 5.06 must be submitted within ninety (90) days of the Beneficiary's death. In the event of any conflict between the provisions herein and the provisions provided by the Grantor in the Remainder Beneficiary Exhibit, the provisions provided in such Exhibit shall control.

5.07 Dispute Resolution. Any dispute which may arise between the parties hereto, including the Beneficiary, concerning any matter related to or arising from this 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 at a location to be mutually agreed upon by the parties.

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

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

5.09 Agreement Constitutes Entire Understanding Between Parties. This Agreement, together with the Master Declaration attached hereto as Exhibit "A," the Beneficiary information attached hereto as Exhibit "B," and, the provisions and directions provided by the Grantor in the "Remainder Beneficiary Exhibit," 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.

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

5.11 Section Headings. Section headings are for purposes of convenience only and shall have no bearing on the interpretation of any provision of this Agreement or the Master Declaration .

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____.

GRANTOR 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 _____))
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