

Acceptance Date: _____

Trust sub-account number: _____
(To be provided by Trustee)

Top is For Office Use Only

JOINDER AGREEMENT FOR THE THERESA FOUNDATION POOLED TRUST OF NEW YORK

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, the undersigned hereby enrolls in and adopts the Declaration of Trust for The Theresa Foundation Pooled Trust of New York (the "Declaration of Trust" or "Trust"). The Trust was originally executed by The Center for Special Needs Trust Administration, Inc. as Settlor and as Trustee (the "Trustee"), and by Suffolk County National Bank as Co-Trustee on February 28, 2008, and approved by The Human Resources Administration ("HRA"), Office of Legal Affairs, Liens and Recovery Litigation Division, 180 Water Street, 18th Floor, New York, New York 10038, to be effective as of April 14, 2008, establishing The New York Pooled Trust. Subsequently, the Declaration of Trust was amended and restated to effectuate a name change as The Theresa Foundation Pooled Trust of New York. Such Amended and Restated Trust was re-approved by HRA on December 3, 2010 and executed to be effective on April 4, 2011. Following this re-approval, the Trustee reformed and restated the Declaration of Trust again with an effective date of October 3, 2016, which was approved by HRA on March 16, 2017. The effect of joining the Trust through this Pooled Trust Joinder Agreement (the "Agreement") shall be to establish a Trust sub-account for the following Beneficiary: _____ and to incorporate the Trust by reference. More particular information about the Beneficiary has been provided to the Trustee in the attached Exhibit "A," which is incorporated herein and made a part thereof. This Agreement, and the Trust sub-account created hereunder, shall be irrevocable upon acceptance of the Agreement by the Trustee and shall be established with resources, including assets and/or income, belonging solely and exclusively to the Beneficiary.

Establishment of Trust

The Pooled Trust sub-account established through this Agreement, together with the Declaration of Trust, is an OBRA 1993 Trust created pursuant to: 42 U.S.C. §1396p (d)(4)(C), amended August 10, 1993, by the Omnibus Budget Reconciliation Act of 1993 (OBRA 93); the Social Security Policy Operation Manual (POMS) SI 01120.203, *Exceptions to Counting Trusts Established on or after 1/1/00*, and New York EPTL §7-1.12; NYCRR Title 18, Section 360-4.5; and, New York SSL §366 (2)(b)(2)(iii-v), all of which is hereinafter referred to collectively as the "Controlling Authority". Accordingly, the Trust sub-account has been specifically created and established to be an exempt trust and to comply with the Controlling Authority, and it is the mutual intent of the Grantor and Trustee that the Trust sub-account be managed and administered so as to maintain such compliance in all respects.

Article I Definitions

By incorporating the Trust herein by reference, all of the Definitions found in Article 2 of the Trust are likewise incorporated herein. In addition, the term "State" shall include, but not be limited to, the State of New York and the New York State Department of Social Services, or such other state agency responsible for administering government assistance programs, as the context might require or change from time to time.

Article II

Irrevocable Nature of Trust; Spendthrift Provisions

2.01 Trust Sub-account is Irrevocable. This Trust sub-account is and shall be irrevocable, and the Grantor expressly waives all rights and powers, whether alone or in conjunction with others, and regardless of when or from what source such Grantor may heretofore or hereafter acquired such rights or powers, to alter, amend, revoke or terminate this Trust sub-account, or any of its terms, in whole or in part. Without regard to who has signed the Agreement and established the Trust sub-account by their actions, the Grantor whose funds are funding this Trust sub-account relinquishes absolutely and forever all possession or enjoyment of or right to the principal and income from the Trust estate, and all rights and powers, whether alone or in conjunction with others, to designate the persons who shall possess or enjoy the Trust Estate or the income therefrom.

2.02 The Beneficiary Has No Claim on Trust Assets. The Trust sub-account and Trust estate shall not be reduced in value by creditors of the Beneficiary. No private or government assistance benefits of the Beneficiary shall be terminated or made unavailable because of this Trust sub-account or the assets held in this Trust sub-account for the Beneficiary's sole benefit. Assets held in this Trust sub-account are specifically not for the primary support of the Beneficiary and shall only be used for the Beneficiary's supplemental care or supplemental needs. Neither this Agreement, nor the Trust sub-account created hereunder, shall create a duty on the part of the Trustee to provide support for the Beneficiary, and the Beneficiary has no right of entitlement to the income or corpus of the Trust estate, except as the Trustee elects to disburse the same in its sole, complete, and absolute discretion. The Trustee may act unreasonably in exercising its discretion, and the judgment of any other person or entity shall not be substituted for the judgment of the Trustee.

2.03 Trust Assets Not Subject to Creditors of the Beneficiary. The restrictions on transfers of the Beneficiary's interest hereunder apply to both voluntary and involuntary transfers. No part of this Trust, neither principal nor income, shall be subject to anticipation or assignment by the Beneficiary, nor shall it be subject to attachment or control by any private, public, or governmental creditor of the Beneficiary. No part of the Trust, neither principal nor income, may be taken by any legal or equitable process by any voluntary or involuntary creditor, including those who have provided support and maintenance for the Beneficiary. Under no circumstances may the Beneficiary, or a creditor of the Beneficiary, compel a distribution from this Trust.

2.04 Creditor Efforts to Force Distributions. In the event the Trustee is required to distribute Trust principal or income to, or on behalf of, the Beneficiary to pay for benefits or services that government assistance would otherwise be authorized to provide, or has provided, were it not for the existence of this Trust, or in the event the Trustee is requested to petition a Court or any administrative agency for the distribution of Trust principal or income, the Trustee is authorized to deny all such requests for all such distributions and/or such petitions and is authorized to take whatever judicial or administrative steps may be necessary to refuse such distribution and to continue the government assistance program eligibility of the Beneficiary, including obtaining instructions from a Court of competent jurisdiction ruling that the Trust is not available to the Beneficiary or requesting such other relief as the Trustee determines to be in the best interest of the Beneficiary. Any expense the Trustee incurs in this regard, including reasonable attorney fees, shall be a proper charge to the Trust.

Article III

Distributions From Trust Sub-account During Life of Beneficiary

Notwithstanding anything to the contrary in this Agreement, the Trustee shall not exercise any power in a manner that is inconsistent with the Beneficiary's right to the beneficial enjoyment of the Trust property in accordance with general principles relating to the law of trusts or that is inconsistent with the purpose and intent of this Trust.

3.01 Individualized Plan. At the Trustee's discretion, an individualized plan shall be prepared for the Beneficiary, which the Trustee may consider, in its sole and absolute discretion, when reviewing requests for any distribution from the Beneficiary's Trust sub-account.

3.02 Benefit Solely for Beneficiary. The Beneficiary's Trust sub-account is established for the sole benefit of the Beneficiary, and all distributions shall be made only for the sole benefit of the Beneficiary, both at the time this Trust sub-account is established and/or anytime in the future.

3.03 Distributions Pending Preparation of an Individualized Plan. Pending the final preparation of an individualized plan established for the Beneficiary, if applicable and/or required by the Trustee, any nonsupport items that are required 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 any public agency, or are not otherwise being provided by any other source of income available to the Beneficiary.

3.04 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 Trust sub-account is not a support trust; 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.

3.05 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; and/or, d) 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 last 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 3.05. In no event shall the Trustee be liable for making disbursements and/or distributions 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 such 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. Consistent with the Beneficiary's affirmative duty to notify any relevant government agencies

administering the Beneficiary's government assistance program(s) of any material change in circumstances, all such duties to notify shall continue to be the Beneficiary's in the event that distributions and/or disbursements may have such a material effect, and the Trustee shall have no duty in this regard.

Article IV

Distributions Upon the Beneficiary's Death

4.01 No Distributions. Upon the death of the Beneficiary, any amounts that remain in the Beneficiary's Trust sub-account shall be administered according to the provisions of this Article IV so as to conform with all of the requirements of 42 U.S.C. §1396p and/or related statutes, including state statutes and regulations that are consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, amending 42 U.S.C. § 1396p and pertaining to reimbursement to the States for medical assistance provided under a State plan on behalf of the individual Beneficiary.

4.02 Remaining Trust Property. To the extent that any such property is not retained by the Trust consistent with 42 U.S.C. §1396p(d)(4)(C), such property shall be distributed to the State where the Beneficiary resided at the time of death and also to all such other States where the Beneficiary received medical assistance under a State plan up to the full amount provided by each of the States. Should such a distribution ever may be made, the Trustee shall reimburse each State based on its pro-rata share of the total amount of medical assistance paid by all of the States on behalf of the Beneficiary if the remaining Trust estate is insufficient to fully reimburse all of the States. This provision is intended to meet the requirements of 42 U.S.C. § 1396p(d)(4)(C), as amended by OBRA '93, and all related rules, regulations, and POMS. As such, the State, and States, where the Beneficiary received medical assistance under a State plan shall be the first payee(s) hereunder and shall have priority over payment of all other debts and administrative expenses with no limitation as to any State(s) or any particular period of time.

4.03 Specifically Prohibited Expenses. The Trustee shall not: 1) pay taxes due from the estate of the Beneficiary other than those arising from inclusion of the Trust in the estate; 2) pay inheritance taxes due for residual beneficiaries; 3) make payment of debts owed to third parties; 4) pay for funeral expenses; and/or, 5) make any payments to residual beneficiaries.

Article V

Trustee Fees and Administrative Expenses

The Trustee shall be entitled to a fee as compensation for its services according to its published fee schedule as that schedule may be amended from time to time. Also, the Trustee shall be entitled to reimbursement for any reasonable costs that it might normally occur from time to time in the fulfillment of its administration duties without prior notice to any party.

Article VI

Miscellaneous Provisions

6.01 Amendments. Notwithstanding the irrevocability of this Agreement, this Joinder Agreement the Trustee may reform the Agreement or make any amendment from time to time so that

it conforms with any changes and/or interpretations of statutes, rules, or regulations that are approved by any governing body or agency relating to 42 U.S.C. §1396p or related statutes, including but not limited to state statutes and regulations that are consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, amending 42 U.S.C. § 1396p such as New York EPTL §7-1.12; NYCRR Title 18, Section 360-4.5; and, New York SSL §366 (2)(b)(2)(iii-v) as determined in the Trustee's sole discretion without notice to the Beneficiary and/or representative. The Human Resources Administration shall be provided with written notice of any and all such amendments as provided in paragraph 9.2 of the Declaration of Trust. However, under no circumstance shall any amendment defeat the purpose and intent of this Agreement and/or the Trustee's affirmative duty to reimburse each State where the Beneficiary received government assistance when surplus trust property is not retained by the Trust, as that duty is set forth in paragraph 4.02 above.

6.02 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, 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. For the sole purpose of determining tax liability and having the Beneficiary's trust sub-account treated as a grantor trust, the Trustee may apply trust income to the payment of premiums on policies of insurance on the life of the Beneficiary without the approval or consent of any adverse party within the meaning of Section 672(a) of the Internal Revenue Code of 1986, as amended. For purposes of this paragraph 6.02, "trust corpus" shall have the same meaning as "Trust sub-account" used elsewhere throughout this Joinder Agreement and the Declaration of Trust. Further, nothing in this paragraph 6.02 shall in any way affect or modify the intent and/or purpose of the Trust or any of the provisions found in this Joinder Agreement and/or the Declaration of Trust. The Trustee may make distributions directly to the taxing authority of any such amounts of income or principal of the Trust as may become necessary to satisfy the Beneficiary's tax obligations upon the Beneficiary making such request to the Trustee. The Trustee shall have the sole and independent discretion to claim any tax deductions or elections useful to reduce the tax paid by the Trust.

6.03 Residual Beneficiary Designated to Ensure Irrevocability. The Grantor designates The Center for Special Needs Trust Administration, Inc. as a residual beneficiary to receive the sum of Twenty-Five Dollars (\$25.00) upon the death of the Beneficiary. While this disposition is and shall be the clear and unambiguous expression of the Grantor's wishes, the Grantor and Trustee specifically acknowledge and direct that such disposition is subject to, and does not alter in any respect, the retention and reimbursement provisions found in Article IV of this Agreement and Article 6 of the Declaration of Trust. In designating the residual beneficiary hereunder, the Grantor is also taking reasonable action to prevent an agency regulation from nullifying a Federal statute, and to avoid the unreasonable and detrimental result of applying two conflicting policies that require a trust to have a sole beneficiary while simultaneously requiring a residual beneficiary. Paragraph 4.5 of the Declaration of Trust contains additional information regarding the Social Security Administration's application of these two conflicting policies.

6.04 Trustee's Duty Regarding Government Assistance Programs. In providing for the Beneficiary's special needs, and/or in making determinations regarding disbursements and/or distributions for the benefit of the Beneficiary's special needs, the Trustee shall always consider the government assistance for which the Beneficiary is currently eligible, or for which the Beneficiary may be attempting to become currently eligible, and the Trustee shall make no disbursements and/or

distributions that would cause the Beneficiary to be or become ineligible for such government assistance. Distributions that the Trustee may or may not have made in the past because of less restrictive government assistance programs, more restrictive government assistance programs, or government assistance programs that the Beneficiary did not apply for, qualify for, and/or receive, shall not serve as a pattern, or be construed to serve as a pattern, of any sort that establishes a duty or discretion in the Trustee to continue making such distributions, to continue refusing such distributions, or to make or to refuse such distributions in the future as the individual case may be. The Trustee shall have no discretion in this regard, and it shall be an absolute duty of the Trustee to follow the directions herein.

6.05 Information Concerning Grantor and Beneficiary. All 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 provided to the Trustee, both at the time of establishing the Beneficiary's sub-account and at all times thereafter, is true and complete to the best of the Grantor's knowledge as of the time of the Grantor providing such information. The Trustee and its Co-trustees, their employees and/or agents shall be entitled to rely on all such information in performing their duties hereunder toward the Grantor and/or the Beneficiary without being required to make further inquiry as to the accuracy or completeness of such information. The sufficiency of 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.

6.06 Appointment of Advocate or Advisor. The Trustee may appoint and retain an advocate or advisor for the express purpose of assisting the Trustee in evaluating trust disbursements and evaluating the Beneficiary's special needs. The Trustee shall compensate any such advocate or advisor from the Trust estate at a rate equal to the usual and customary fee for such services, provided such fees are reasonable and appropriate in the Trustee's sole discretion. The Trustee may also engage the services of service providers and shall have the specific authority to set the terms and conditions of such engagement.

6.07 Governing Law. This Joinder Agreement is created under, and shall be governed by, and interpreted in accordance with, the laws of the United States and the State of New York.

6.08 Additional Information Concerning Distributions. At the death of the Beneficiary, the Trustee shall wind up the affairs of the Trust in a manner that is consistent with the Social Security Program Operations Manual POMS SI 01120.203 B.1.f.; SI 01120.203 B.2.g.; and, SI 01120.203 B.3 ("POMS"), as such POMS currently provide and/or as they may be amended or replaced from time to time in the future. The Trustee shall have the sole and independent discretion to claim any tax deductions useful to reduce the tax paid by the Trust.

6.09 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 or the Trust, 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), or such other location as may be mutually agreed by the parties.

6.10 Authority of Grantor to Contribute on Behalf of Beneficiary. The Grantor shall furnish to the Trustee such proof as the Trustee, in its sole and absolute discretion, may require in order to

satisfy itself that the Grantor has the requisite status under law to establish and/or contribute to the Trust on behalf of the Beneficiary. The sufficiency of such proof shall be determined by the Trustee in its sole and absolute discretion. Further, such proof shall be deemed to be conclusive evidence that the Grantor enjoys such requisite status. The Trustee shall in no event be required to inquire further as to the accuracy, veracity, authenticity, or completeness of any proof submitted by the Grantor.

6.11 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.

6.12 Agreement Constitutes Entire Understanding Between Parties. This Joinder Agreement, together with the Declaration of Trust, which the Grantor specifically acknowledges having received and reviewed by entering into this Agreement, 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 Joinder Agreement, and signed by the parties.

6.13 Severability. Any provision of this Joinder 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.

6.14 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.

6.15 Rules of Construction. In entering this Agreement, it is the intent of the Grantor and Trustee to comply fully with all of the Controlling Authority first cited above, both Federal and State, which pertains to Pooled Trusts and/or Special Needs Trusts, and all such enabling legislation such as 42. U.S.C. §1396p(d)(4)(C), together with all related rules and regulations. As such, this Agreement shall be construed as broadly as possible to meet this purpose, and any ambiguities that may arise and/or be advisable to be clarified during the administration of the Trust sub-account relative to the Trustee and/or any reviewing agency shall be resolved in favor of achieving this broad objective of compliance.

IN WITNESS WHEREOF, the undersigned Grantor acknowledges having received and reviewed a copy of The Theresa Foundation Pooled Trust of New York Second Reformed and Restated Declaration of Trust, acknowledges an intent to join to it and to be bound by its terms, and has signed this Joinder Agreement on this ____ day of _____, _____; and, the Trustee has accepted

and signed this Joinder Agreement on this ____ day of _____, _____.

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 NEW YORK))
COUNTY OF _____))ss.:

Sworn to and subscribed before me this ____ day of _____, 20____, by
_____ who [] is personally know by me, or who [] 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 _____))
COUNTY OF _____))

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

Notary Public