

General Information and Instructions For Completing This Pooled Income Trust Joinder Agreement

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 for administration 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. Please be aware that non- acceptance of your Agreement may cause delays in meeting eligibility requirements for your government assistance programs. At the very least, an incomplete Agreement can cause unnecessary delays. You can likely avoid these delays by carefully following all of the instructions 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 other professional to help you before you begin.

Any Law Firm engaged by the Trustee to aid in the administration of the Pooled 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. The Exhibits. 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," *Grantor and Beneficiary Information.*

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

PLEASE NOTE: Exhibit "A" is incorporated into the Agreement and so must therefore be completed in its entirety because it becomes part of the Agreement.

- * 1.3 Exhibit "B," *Desires of Grantor for Use of Distributions From Trust During Lifetime of the Beneficiary.*

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

Exhibit "B" also includes a Direct Payment Authorization, which is a one page bank form that you must complete.

- * 1.4 Exhibit “C,” *Proof of Grantor’s Status to Establish Trust on Behalf of the Beneficiary.*

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

- 1.5 Exhibit “D,” *Disclaimer Regarding Legal Advice.*

- 1.6 Exhibit “E,” *Trustee Fees.*

2. Trust Funding and Submission of the Trust Documents. Please remember to enclose a check for your first monthly deposit along with your completed Agreement for whatever amount you will be depositing to your Trust sub-account each month. The check should be made payable to: “The Theresa Foundation Pooled Trust” along with the name of the Beneficiary noted on the memo line. The fees set forth in Exhibit “E” will be automatically deducted from your sub-account after it is established.

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

Upon acceptance of your Agreement, you will be provided for a different address for future monthly deposits.

3. Acceptance of the Trust for Administration. After the Agreement is reviewed and accepted for administration, you will receive a copy signed by the Trustee, a copy of the Declaration of Trust, and a copy of Exhibit “A” because it is incorporated into the Joinder Agreement. If you need or want copies of the other exhibits, please make them before submitting your Agreement for approval. You will also receive a package containing information about your Pooled Income Trust sub-account, which will include copies of a simple form for requesting distributions from the Trust and simple instructions on how to use the forms.

4. Disability Determination. After your Trust is accepted by the Center, it will need to be approved by the Department of Social Services (DSS). It is the sole responsibility of the Beneficiary or the Beneficiary’s agent to notify and provide a copy of the Trust to DSS.

4.1 As part of the Trust approval process, DSS will also require proof of the Beneficiary’s disability. If the Social Security Administration (SSA) has already awarded either Social Security Disability Income (SSDI) or Supplemental Security Income (SSI) to the Beneficiary, then the SSA Award Letter should be sufficient to prove disability.

4.2 If the Beneficiary does not have an Award Letter from the SSA for either

SSDI or SSI benefits, it will be necessary to use forms DSS-486T and DSS-1151 and ask DSS for a disability determination.

PLEASE NOTE: DSS-486T and DSS-1151 are both available for download from the same download page where the Joinder Agreement and Exhibits are located. However, these forms are provided for convenience only and it is the sole responsibility of the Beneficiary or the Beneficiary's agent to make sure the forms are completed properly and submitted to DSS in those circumstances when it is necessary for DSS to determine disability.

5. Responsibility for Government Reporting. It is the sole responsibility of the Beneficiary or the Beneficiary's agent to provide Trust accountings to DDS or to any other government agency that may request them. To the extent necessary, the Center will help the Beneficiary meet his or her reporting obligations upon request but will not assume the Beneficiary's obligation.

6. Availability of Funds. An amount equal to one month's income deposit must be maintained in the Pooled Income Trust sub-account at all times. This means that no funds will be available for distribution until after your second month's deposit is received by the Center. Please be sure to mail each one of your monthly checks as soon as possible and/or arrange for any automatic deposits to be redirected to your sub-account so that your funds will be available with the minimum possible delay. **Please note that this one month deposit will be held on reserve and retained as surplus trust property pursuant to the terms of the Master Trust and Joinder Agreement.**

7. Direct Payment Authorization. Please be sure to complete this one page bank form, which is part of Exhibit "B." Completing this form will help protect your ongoing Medicaid eligibility by insuring that your account will be consistently funded on time each month.

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

Acceptance Date: _____

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

Top is For Office Use Only

THE THERESA FOUNDATION POOLED INCOME TRUST
- JOINDER AGREEMENT -

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

Exhibit "A"
Grantor and Beneficiary Information

Please be as thorough as possible when completing this section. This information is necessary for administering the Trust for the Beneficiary's best possible interest.

Grantor Information

(This is the person who will sign the Joinder Agreement)

Name: _____

Address: _____

Telephone: (day) _____ (evening) _____

Birth date: _____

Social Security Number: _____

Relationship to Beneficiary: _____

Beneficiary Information

(This is the person who will be a Beneficiary of the Pooled Trust)

Name: _____

Address: _____

Telephone: (day) _____ (evening) _____

Birth date: _____

Social Security Number: _____

Medicaid Card Number: _____

If the Beneficiary is a Minor, Please Provide:

Mother's Name: _____ SS# _____

Father's Name: _____ SS# _____

Does the Beneficiary have a legal representative? ___ Yes. ___ No. If yes, please provide the representative's name, address, telephone number, and relationship to the Beneficiary.

Name: _____

Address: _____

Telephone: (day) _____ (evening) _____

Relationship: _____

Please check the description that best describes the correct legal relationship:

___ Legal Guardian ___ Representative Payee ___ Durable Power of Attorney

Other (please explain) _____

What is the specific nature of the Beneficiary's disability? If the Beneficiary's condition has been medically diagnosed, what is that diagnosis?

What is the Beneficiary's current prognosis?

Government Assistance

Please indicate all forms of government assistance that the beneficiary receives.

Social Security Yes _____ No _____ Not Sure _____

Supplemental Security Income (SSI) Yes _____ No _____ Not Sure _____

Social Security Disability
Income (**SSDI**) Yes _____ No _____ Not Sure _____

Institutional Care Program
(Long Term Nursing Home Care) Yes _____ No _____ Not Sure _____

Medically Needy Program Yes _____ No _____ Not Sure _____

MEDS-AD Yes _____ No _____ Not Sure _____

Medi-Kids Yes _____ No _____ Not Sure _____

Protected Medicaid Yes _____ No _____ Not Sure _____

Home or Community
Based Medicaid Waiver Programs Yes _____ No _____ Not Sure _____

Optional State Supplementation (OSS) .. Yes _____ No _____ Not Sure _____

Home Care for the
Elderly and Disabled (HCE/DA) Yes _____ No _____ Not Sure _____

Food Stamps Yes _____ No _____ Not Sure _____

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

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

Insurance Information

If the Beneficiary is covered under any policy of health care insurance, please provide the insurer's name, address, and the policy number.

Insurer: _____

Address: _____

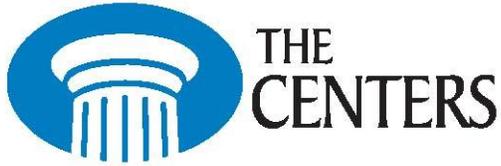
Policy
Number: _____

If the Beneficiary is covered under any prepaid funeral or burial insurance, please provide the insurer's name, address, and the policy number.

Insurer: _____

Address: _____

Policy
Number: _____



AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

COMPANY NAME: The Center for Special Needs Trust Administration, Inc.

BENEFICIARY'S NAME: _____

NAME OF BENEFICIARY'S LEGAL REPRESENTATIVE: _____
(Power of Attorney, Guardian, etc.)

I (we) hereby authorize The Center for Special Needs Trust Administration, Inc.
hereinafter called COMPANY, to initiate debit entries to my (our) Checking Savings account
(select one) indicated below at the Depository Financial Institution named below, hereinafter called
DEPOSITORY, and to debit the same to such account.

First Month's withdrawal date: _____

Day of the month on which the re-occurring withdrawal should occur: _____
(for example, the 5th of every month)

DEPOSITORY

NAME _____ BRANCH _____

CITY _____ STATE _____ ZIP _____

ABA/ROUTING # _____ ACCOUNT # _____

AMOUNT _____ * This amount should be the amount of your excess income.

This authorization is to remain in full force effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

NAME: _____

(PLEASE PRINT)

SIGNED: _____

DATE: _____

NAME: _____

(PLEASE PRINT)

SIGNED: _____

DATE: _____

In Addition to the Above Information, Please Attach a Voided Check
(Please note that deposit slips are not acceptable)

Exhibit “C”

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

Under current law, only the beneficiary’s parents, grandparents, legal guardian, the beneficiary himself or herself, or someone acting at the direction of 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.

ALL GRANTORS SHOULD PROVIDE A PHOTOCOPY OF THEIR DRIVER’S LICENSE OR OTHER PHOTO IDENTIFICATION

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

- | | |
|--------------------------------|--|
| 1. Beneficiary as the Grantor. | Your photo I.D. will be enough. |
| 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 you are acting at the direction of a Court, include a copy of the Court Order that directs you to execute the Joinder Agreement. |

The documents listed above are examples only and are not intended to be exhaustive or all inclusive. Any document that establishes the Grantor’s relationship to the Beneficiary, and the status to establish the Trust on behalf of the Beneficiary, will be sufficient. Please note, however, that the documents provided must clearly and unequivocally establish the Grantor’s status.

Exhibit "D"

Disclaimer Regarding Legal Advice

BY MY SIGNATURE below, I freely and openly acknowledge the following.

1) Neither the Non-Profit Trustee, the Co-trustee, if any, nor any of their employees and/or agents, including but not limited to any and all law firms engaged by the Non-Profit Trustee or Co-trustee, if any, have offered or given me any legal advice regarding: a) the Joinder Agreement and/or the Trust; b) the suitability of the Joinder Agreement and/or the Trust as it may apply to my particular circumstances; and, c) the suitability of the Joinder Agreement and/or the Trust as it may apply to the particular circumstances of the Beneficiary.

2) I have been encouraged to, and have had a full, complete, and fair opportunity to seek independent legal counsel.

Dated the ____ day of _____, _____.

Grantor

Exhibit "E"
Trustee Fees

Pooled Income Trust Sub-accounts are subject to the three separate fees described in 1) through 3) below, which will be automatically deducted from the Sub-account. By contrast, the charges described in 4) will only be assessed as incurred or requested, and notice will be provided to the beneficiary or representative.

- 1) A One-Time Opening Fee of \$175.00.
- 2) A Monthly Service Fee according to the Schedule below.

<u>Monthly Deposit</u>		<u>Monthly Fee</u>
\$0	to \$300	\$25
\$301	to \$600	\$35
\$601	to \$900	\$45
\$901	to \$1,200	\$70
\$1,201	to \$1,700	\$85
\$1,701	to \$2,200	\$105
\$2,201	to \$2,700	\$140
\$2,701	and above	\$200

- 3) A Monthly Maintenance Fee not to exceed .00073 calculated against the preceding month's account balance.
- 4) An annual fee of \$100.00 for tax preparation.
- 5) Extraordinary Charges are not anticipated but will be charged if incurred or requested by a beneficiary or a beneficiary's representative. Examples include, but are not limited to, overnight mail requests, stop payment requests, insufficient fund charges on monthly deposits, or any other bank charges that are not the result of the Trustee's actions.

Dated the ____ day of _____.

Grantor