



Elder Quality of Life, Inc.

A NOT FOR PROFIT ORGANIZATION

Florida Pooled Special Needs Trust

Joinder Agreement

FOR

BENEFICIARY

ELDER QUALITY OF LIFE, INC.
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Elder Quality of Life, Inc.
Florida Pooled Special Needs Trust Asset
Joinder Agreement

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Trust IBA No. _____	Acceptance Date: _____, 20____
State: _____	Amendment Filed: <input type="checkbox"/> Yes <input type="checkbox"/> No
	Date Filed: _____

By this Joinder Agreement, on the ____ day of _____, 20__, 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, enrolls in and adopts E.Q.O.L.'s Master Trust Declaration (the "Master Trust Declaration"), executed by Elder Quality of Life, Inc. (E.Q.O.L.) a Not-Profit Florida 501(c)(3) Corporation organized under the laws of the State of Florida (the "Trustee") on the 16th day of June, 2015, establishing the E.Q.O.L. Florida Pooled Special Needs Trust (the "Trust"), which is attached hereto as Exhibit "A" and incorporated herein by reference. The effect of joining the Trust through this Florida Pooled Trust Joinder Agreement (the "Agreement") shall be to establish a Trust sub-account, referred to as an Individual Benefit Account (the, "IBA") for the following named Beneficiary identified in Section "3". This agreement, and the IBA 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 and/or the Beneficiary's Spouse.

Please answer all questions in this Joinder Agreement. If a question does not apply, insert "N/A" as your answer. Also please place a checkmark in all applicable boxes.

1. Definitions

The definitions of the terms used in this Joinder Agreement are located in the Appendix A.

2. Trust Established by:

- Disabled Individual/Self (Beneficiary/Grantor)
- Agent under Durable Power of Attorney for Disabled Individual
- Spouse Parent Child Grandchild Grandparent Guardian Court
- Other: _____

3. Beneficiary/Grantor:

Name: _____
 Address: _____

U.S. Citizen: Yes No State of Residence: _____
 Green Card: Yes No Other: _____
 Social Security Number: _____ Gender: Male Female
 Daytime Phone: _____ Evening Phone: _____
 Date of Birth: _____ Age: _____
 Place of Birth: _____

Is the Beneficiary a minor? Yes No

Is the Beneficiary incapacitated? Yes No

If answer is Yes, the Trust must be established by a Statutory Representative, Agent under a valid durable power of attorney, Guardian (with Letters of Guardianship) or Court Order.

Additional 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 such information 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 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. 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 to the accuracy, veracity, authenticity, or completeness of any information submitted by the Grantor.

4. Spouse/Parent/Child/Grandparent/Grandchild/Other

Wife Husband Mother Father Daughter Son Grandfather Grandmother
 Other

Name: _____

SSN: _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

5. Agent Under Durable Power of Attorney (Please provide copy of Power of Attorney.)

Name: _____

SSN: _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

6. Guardian (Please provide copy of Letters of Guardianship)

Name: _____

SSN: _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

7. **Court Order** (Please provide copy of Court Order)

Name of Court: _____
Address: _____

Telephone: _____ Fax: _____
E-Mail: _____
Case Style: _____ Case No.: _____
Name of Judge: _____

8. **Contribution to Trust**

A minimum contribution is required to open/maintain the *Individual Beneficiary Account*. (IBA). Amounts may vary due to cost of living increases

Income Contribution: If the Grantor intends to use this trust to reduce the beneficiary's income for purposes of qualifying for one or more Medicaid program, please provide the gross monthly income from all sources of income:

Sources of income: _____	\$ _____
(Gross Amounts) _____	\$ _____
_____	\$ _____
_____	\$ _____

Total gross monthly income: \$ _____

Lump Sum Contribution:

Amount: \$ _____
Date: _____
Source: _____

Structured Settlement (Please provide a copy of the Settlement Agreement or Court Order):

Commencement Date of Suit: _____ Settlement Date of Suit: _____
Settlement Amount: \$ _____
Settlement Terms: _____
Annuitant: _____
Lump Sum Payment: \$ _____
Periodic Payments: Monthly Quarterly Annually Amount: \$ _____
Name of Insurance Company: _____
Address: _____

Contact Person: _____
Tax ID No. _____
Telephone: _____ Fax.: _____
E-Mail: _____
Broker, if any: _____

Address: _____

Tax ID No. _____

Telephone: _____ Fax.: _____

E-Mail: _____

Other Arrangement: (Provide details) _____

9. Beneficiary Advocate:

Role: Sole Beneficiary Advocate Co-Beneficiary Advocate*

Relationship: Beneficiary/Grantor Spouse Parent Child

Grandparent Guardian Agent under DPOA Other Person _____

Name: _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

Role: Co-Beneficiary Advocate* Successor Beneficiary Advocate

Relationship: Beneficiary/Grantor Spouse Parent Child

Grandparent Guardian Agent under DPOA Other Person _____

Name: _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

Role: Co-Beneficiary Advocate* Successor Beneficiary Advocate

Relationship: Beneficiary/Grantor Spouse Parent Child

Grandparent Guardian Agent under DPOA Other Person _____

Name: _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

When Co-Beneficiary Advocates are appointed, each Advocate appoints the other as his or her agent to deposit, request distributions and otherwise conduct any business on the Individual Benefit Account subject to this Joinder and the Master Trust. Each Beneficiary Advocate specifically authorizes the Trustee to rely on any then serving Beneficiary Advocate's, request for deposit, distribution or any other action on behalf of the Individual Benefit Account without the joinder or consent of any other then serving Beneficiary Advocate; provided, however, that the Trustee reserves the right, in its sole and absolute discretion, to require the written consent of any or all Beneficiary Advocates prior to acting upon instructions of any single Beneficiary Advocate. Any notices or accounting the Trustee is required to send will be deemed adequate if delivered to any then serving Beneficiary Advocate. The Grantor and each Beneficiary Advocate agrees to indemnify and hold E.Q.O.L., the Trustee and their officers, directors, employees, agents, and assigns harmless from any loss, damage, or claim arising as a result of reliance on the information provided in this document, and from acting upon instructions believed by E.Q.O.L. and/or the Trustee to have originated with a Beneficiary Advocate.

If no Beneficiary Advocate is named or able to serve, E.Q.O.L. and/or the Trustee may select and appoint a Successor Beneficiary Advocate. However, if a Trust Beneficiary becomes incapacitated and a guardian is appointed, the guardian will be given preference as the Beneficiary Advocate.

10. Beneficiary's Impairment or Disability

Nature of impairment or disability: Total and Permanent Unable to work
(Describe) _____

Date Incurred: _____

Diagnosis: _____

Prognosis: _____

Estimated Length of Time: _____

Special Requirements: _____

Primary Care Physician:

Name: _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

11. Beneficiary's Current or Intended Benefits

- None** (Do not intend to apply for any Benefits, and do not currently have any Benefits).
- Intend to apply for:** Supplemental Security Income (SSI) Medicaid Medical Benefit
 Medicaid LTC Program Medicaid Nursing Home Benefit
- Currently have the following Benefits:**
 - Supplemental Security Income ("SSI")
Monthly Amount: \$ _____ Claim Number: _____
 - Beneficiary's Spouse (if any) Does Does Not Receive SSI
Monthly Amount: \$ _____ Claim Number: _____
 - Medicaid Benefits
Describe Program(s) _____
Monthly Amount: \$ _____ Claim Number: _____
 - Beneficiary's Spouse (if any) Does Does Not Receive Medicaid Benefits
Describe Program(s) _____
Monthly Amount: \$ _____ Claim Number: _____
 - Social Security Disability Insurance SSDI SSI
Monthly Amount: \$ _____ Claim Number: _____
 - Social Security Retirement
Monthly Amount: \$ _____ Claim Number: _____
 - Section 8 Housing
 - Other forms of Benefits, Retirement or Government Assistance received by the Beneficiary, the Beneficiary's Spouse or some other family member living in the same household:

Benefit Amount	Claim Number	Source
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. Distribution of Remainder Upon Termination of Beneficiary's IBA

a. Termination after the Death of a Beneficiary. Upon the death of a Trust Beneficiary, verified by a copy of the deceased Beneficiary's death certificate, any amounts that will remain in a deceased Beneficiary's separate IBA shall be distributed under one of the following options:

- One hundred percent (100%) of such assets shall be deemed surplus Trust property and shall be retained by the Trust pursuant to all of the relevant and applicable provisions of 42 U.S.C. §1396p.

Use of retained assets in the Trust as surplus Trust property and administered and distributed by the Trustee in its sole and absolute discretion in accord with the following provisions.

- a) For the direct or indirect benefit of other Beneficiaries; or
- b) To add disabled persons, as defined in 42 U.S.C. §1382c(a)(3), who are indigent, to the Trust as Beneficiaries; or
- c) To provide disabled persons, as defined in 42 U.S.C. §1382c(a)(3), either directly or through other not-for-profit organizations, with equipment, medication, education or other services deemed suitable for such persons by the Trustee; or
- d) To provide disabled persons, as defined in 42 U.S.C. §1382c(a)(3) with professional guardianship or care management services.

OR

_____% (Minimum of Ten Percent is required (10%) unless additional percentage is indicated) shall be retained by the Trust as surplus Trust property and administered and distributed by the Trustee in its sole and absolute discretion in accord with the following provisions:

- e) for the direct or indirect benefit of other Beneficiaries; or
- f) to add disabled persons, as defined in 42 U.S.C. §1382c(a)(3) to the Trust as Beneficiaries; or
- g) to provide disabled persons, as defined in 42 U.S. C. §1382c(a)(3), with equipment, medication, education or other services deemed suitable for such persons by the Trustee; or
- h) to provide disabled persons, as defined in 42 U.S. C. §1382c(a)(3) with professional guardianship or care management services.

Subject to the Trustee's sole and absolute discretion, the Trustee may make distributions 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.

Any assets not retained as surplus Trust property shall, after payments as provided in paragraph 12.b., below, which are made pursuant to Article 6.2(c) and (d) of the Master Trust, be distributed to the Final Remainder Beneficiaries named in paragraph 12.c., below.

b. Government Reimbursement Claims. To the extent that Trust assets are not being retained by the Trust as surplus Trust property, the Trustee may pay administrative expenses to include taxes due from the trust to the State(s) or Federal government because of the death of the beneficiary and reasonable fees for administration of the trust estate such as an accounting of the trust to a court, completion and filing of documents, or other required actions associated with termination and wrapping up of the trust. Administrative expenses shall not include taxes due from the estate of the beneficiary other than those arising from inclusion of the trust in the estate; Inheritance taxes due for residual beneficiaries; Payment of debts owed to third parties; Funeral expenses; and Payments to residual beneficiaries. Thereafter, the Trustee shall distribute such remaining Trust property to each state in which the Beneficiary received government assistance, based on each state's proportionate share of the total government assistance paid by all of the states on the Beneficiary's behalf and up to the amount of that assistance. The Beneficiary Advocate shall be responsible for determining the amount of such state reimbursement claims (payback amount).

This repayment to the states shall be given all priority over any other expenses to the degree enumerated in the statutes and government rules. In the absence of federal regulations directing the Trust as to priority in the case of multiple state claims, the claims of multiple states shall be prorated and paid to the extent funds are retained as surplus Trust property. The Trustee is authorized to rely on statements of claims provided by the Beneficiary Advocate that have been received from the applicable state Medicaid agency. The Payback Amount shall only be for medical assistance paid on behalf of the Trust Beneficiary during the aforesaid Payback time period. Notwithstanding anything to the contrary herein, if the government reimbursement claims equal or exceed the IBA Remainder Amount, the IBA Remainder Amount in its entirety shall be deemed surplus Trust property and shall be retained by the Trust.

c. Final Remainder Beneficiaries. If any assets have not been retained as surplus Trust property after administration of the deceased Beneficiary’s IBA as provided in paragraphs 12.b and 12.c of this Agreement (and Article 6 of the Master Trust), the remaining assets shall be distributed to the Final Remainder Beneficiaries as provided below.

- Not Applicable – 100% Retention by Trust was selected above.
- Percentage Retained by Trust as elected in Paragraph 12.a. (page 7)
- Named Individuals as follows: *(Note: The total of all distribution percentages must equal 100% including the percentage that was retained by the Trust as selected above)*

Distribution Percentage: _____%

Name: _____

Address: _____

SSN: _____ Date of Birth: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

If named beneficiary is deceased, distribute to Contingent Beneficiary, if any:

Name: _____

Address: _____

SSN: _____ Date of Birth: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

Special instructions, if any (subject to Trustee approval): _____

Distribution Percentage: _____%

Name: _____

Address: _____

SSN: _____ Date of Birth: _____

Daytime Phone: _____ Evening Phone: _____
Cell: _____ Fax: _____
E-Mail: _____

If named beneficiary is deceased, distribute to Contingent Beneficiary, if any:
Name: _____
Address: _____

SSN: _____ Date of Birth: _____
Daytime Phone: _____ Evening Phone: _____
Cell: _____ Fax: _____
E-Mail: _____

Special instructions, if any (subject to Trustee approval): _____

Distribution Percentage: _____%

Name: _____
Address: _____

SSN: _____ Date of Birth: _____
Daytime Phone: _____ Evening Phone: _____
Cell: _____ Fax: _____
E-Mail: _____

If named beneficiary is deceased, distribute to Contingent Beneficiary, if any:
Name: _____
Address: _____

SSN: _____ Date of Birth: _____
Daytime Phone: _____ Evening Phone: _____
Cell: _____ Fax: _____
E-Mail: _____

Special instructions, if any (subject to Trustee approval): _____

Distribution Percentage: _____%

Name: _____
Address: _____

SSN: _____ Date of Birth: _____
Daytime Phone: _____ Evening Phone: _____
Cell: _____ Fax: _____
E-Mail: _____

If named beneficiary is deceased, distribute to Contingent Beneficiary, if any:
Name: _____

Address: _____

SSN: _____ Date of Birth: _____
Daytime Phone: _____ Evening Phone: _____
Cell: _____ Fax: _____
E-Mail: _____
Special instructions, if any (subject to Trustee approval): _____

Distribution Percentage: _____ %

Name: _____
Address: _____

SSN: _____ Date of Birth: _____
Daytime Phone: _____ Evening Phone: _____
Cell: _____ Fax: _____
E-Mail: _____

If named beneficiary is deceased, distribute to Contingent Beneficiary, if any:

Name: _____
Address: _____

SSN: _____ Date of Birth: _____
Daytime Phone: _____ Evening Phone: _____
Cell: _____ Fax: _____
E-Mail: _____
Special instructions, if any (subject to Trustee approval): _____

Distribution Percentage: _____ %

Name: _____
Address: _____

SSN: _____ Date of Birth: _____
Daytime Phone: _____ Evening Phone: _____
Cell: _____ Fax: _____
E-Mail: _____

If named beneficiary is deceased, distribute to Contingent Beneficiary, if any:

Name: _____
Address: _____

SSN: _____ Date of Birth: _____
Daytime Phone: _____ Evening Phone: _____
Cell: _____ Fax: _____

E-Mail: _____
Special instructions, if any (subject to Trustee approval): _____

(If more space is needed, please use the reverse side)

- If a Final Remainder Beneficiary is deceased at the time of distribution, the funds that would have been distributed to that Final Remainder Beneficiary will instead be distributed to his or her contingent beneficiary named above. If no contingent beneficiary is named, the distribution shall be retained by the Trust.
- If the Trustee is required to locate Final Remainder Beneficiaries, Grantor agrees that the Trustee may recover its reasonable costs and expenses associated with locating Final Remainder Beneficiaries. If the Trustee is unable to locate any Final Remainder Beneficiary within a reasonable time and after diligent search, he or she shall be deemed to have predeceased the Grantor legally unavailable, the entire remaining amount shall be retained by the Trust.
- A Final Beneficiary or Beneficiaries should seek advice about the tax, and any applicable Government Assistance program ramifications of any particular distribution before a distribution is made from the amounts retained in the Trust Beneficiary's IBA.

13. Amendments to Joinder Agreement

The provisions of this Joinder Agreement are not subject to amendment by the Payor, the Beneficiary/Grantor and/or the Beneficiary Advocate. The Trustee, however, may from time to time amend this Joinder Agreement upon 30 days written notice to the Payor, the Beneficiary/ Grantor and/or the Beneficiary Advocate, as may be applicable for the purpose of the administration and construction of the provisions of the Joinder Agreement and to comply with state and federal law. The provisions of this Joinder Agreement may be amended as the Grantor and the Trustee may jointly agree, provided any such amendment is consistent with the Master Trust Declaration and any then-applicable law. An amendment made for the purpose of complying with a state law and/or requirements of a specific government agency may be accomplished by a formal amendment or by an addendum to the Joinder Agreement. There may be some states, however, in which the Trust will not be able to be used because of the laws of that state or the requirements of a government agency in that state. Under no circumstance shall an 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 within this Joinder Agreement.

14. 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) IBA income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary, subject to applicable exemptions and deductions; and c) IBA income may be taxable to the Trust, and, when this is the case, such taxes shall be payable directly from the IBA which requires such taxes to be paid. For the sole purpose of determining tax liability and having the Beneficiary's IBA treated as a grantor trust, the Grantor shall have a power to reacquire trust corpus by substituting other property of an equivalent value pursuant to Section 675(4)(C) of the Internal Revenue Code. For purposes of this Section 14, "trust corpus" shall have the same meaning as "IBA" used elsewhere throughout this

Joinder Agreement and the Master Trust Declaration. Further, nothing in this Section 14 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 Master Trust Declaration. The Trustee has, however, been advised that each IBA may be treated as an individual grantor trust for income tax purposes. Independent legal and professional tax advice is, therefore, recommended.

15. Final Remainder Beneficiaries

The Final Remainder Beneficiaries shall be as set forth in Section 12(c) above. Notwithstanding the foregoing, the Final Remainder Beneficiaries will only be entitled to a distribution from the Beneficiary's IBA after all amounts have been paid to or for the Trust, Trust expenses, burial expenses and Government Reimbursement Claims, if any, based on each state's proportionate share of the total government assistance paid by all of the states on the Beneficiary's behalf. Gifts or devises to the Trust shall be similarly treated unless a specific purpose is specified by the donor.

16. Money Managers

The Trustee in its sole discretion may recruit, select, engage, terminate, and change one or more money managers without the consent of the Trust Beneficiary and/or Beneficiary Advocate.

17. Fees and Charges Payable to E.Q.O.L. and Trustee

The Trust Beneficiary agrees to pay those fees and charges each month for the administration of Trust Beneficiary's IBA (and other charges that may be required from time to time), as outlined below, between E.Q.O.L. and the Trust Beneficiary or on behalf of the Trust Beneficiary. The Trustee is authorized to pay such fees and expenses from the Trust Beneficiary's IBA to E.Q.O.L. and itself.

E.Q.O.L. does not set any minimum deposit requirements. Trustee fees are calculated on the value of the trust assets and calculated annually, but charged monthly, according to the following schedule:

ENROLLMENT FEE – Contributions other than income received within twelve months of initial funding may be subject to additional enrollment fees.

- \$1,250 on Funding Value from \$1 to \$250,000; and
- \$2,250 on Funding Value from \$250,001 to \$1,000,000; and
- \$2,750 on Funding Value from \$1,000,001 and \$4,000,000; and
- \$3,250 on Funding Value from \$4,000,001 and \$6,000,000; and
- \$3,750 on Funding Value from \$6,000,001 and \$10,000,000; and
- \$4,250 on Funding Value from \$10,000,001 on up

ANNUAL ADMINISTRATIVE FEE – A minimum of one year's Administration Fee is due if the trust is terminated within the first year.

- One percent (1%) (but no less than \$25.00 per month) on trust assets \$100,000 or under; and
- Two percent (2%) on the next \$400,000; and
- One and one half percent (1.5%) on the next \$500,000; and
- One percent (1%) on trust assets over \$1,000,001 to \$2,500,000; and
- Three quarter percent (0.75%) from \$2,500,001 to \$5,000,000; and
- Half percent (0.50%) from \$5,000,001 on up.

TERMINATION FEE

- \$1,000 charged at the time of final distribution to offset the costs associated with any final accounting, tax returns, account closures, etc.. Termination Fee shall be placed in reserves within EQOL’s Master Pooled Trust when the Beneficiary’s Pooled Trust fund falls below \$1,500.00.

ADDITIONAL FEES

- **Professional Fees Not Included in the Trustee Fee.** The Trustee Fee does not include any professional fees the beneficiary may request or require such as attorney fees, guardian fees, or care management fees; nor does it include any supplementary administrative services such as bank fees, court fees, real estate management, asset management fees, storage fees for personal property, tax preparation and/or taxes due.
- **Extraordinary Services.** The Trustee reserves the right to charge for unusual or extraordinary services at a rate of \$125 per hour or as otherwise disclosed. A \$50 fee for emergency disbursements required within 24 hours may apply. In the event any such charges are incurred, the Trustee shall provide timely notification to the Beneficiary, or the Beneficiary's representative. Any extraordinary service fee will also be reflected on the Trustee's fiduciary accounting.

The Trustee Fee covers basic fiduciary and administrative services, custodial services, and monitoring of public assistance benefits. While this fee does not include actual tax preparation, all necessary tax information is provided as part of the administrative process.

In circumstances where income is assigned to, and/or deposited into the trust account, the annual projected income shall be included when valuing the asset base and calculating the trustee fee. In circumstances where periodic payments from a structured settlement are assigned to, and/or deposited into the trust account, the present value of the underlying qualified funding asset will be used in some fashion when valuing the trust account and calculating the trustee fee.

18. Distributions from the IBA During Life of Beneficiary

Distributions from the Individual Beneficiary’s Account (IBA) may be made during the life of the Beneficiary in accordance to the following provisions: The IBA will be managed and administered for the sole benefit of each Trust Beneficiary, but the investments of the IBA may, in the sole discretion of E.Q.O.L. and the trustee, be pooled with other Trust IBA(s). Disbursements for any non-support items for the benefit of the Beneficiary may be made when a Beneficiary Advocate believes such supplemental needs are not being provided by any public or government agency, or are not otherwise being provided from any other source available to the Beneficiary, and such non-support items 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. With this in mind, the Grantor expresses the following desires as to how funds in a Beneficiary’s Trust IBA might be used:

- None, or not known at this time.
- Supplemental Services as described in the Trust.
- Amount of estimated monthly disbursements that will be needed:
 - \$ _____ per month for the purpose(s) of: _____
- Requests will be made on an as needed basis.

Additional Specific Supplemental Services Requested below:

Other Requirements: _____

Disbursements are made within 5 business days of receipt of E.Q.O.L.'s fully completed and executed "Trust Distribution Request" form. A \$50 fee for emergency disbursements required within 24 hours may apply.

19. Acknowledgments

The Grantor/Beneficiary, individually, and on behalf of the Beneficiary (the "Parties") acknowledge and agree that:

- a) They have received copies of the Master Trust and this Joinder Agreement, and have been advised to have these documents reviewed by an independent attorney representing Grantor/Beneficiary's best interests.
- b) The Parties acknowledge that neither E.Q.O.L. nor the Trustee are licensed or skilled in the field of social services. They further acknowledge and agree that E.Q.O.L. and the Trustee may conclusively rely upon the representations of the Parties and the Beneficiary Advocate, and/or other persons that may give assistance to the Trustee to identify programs that may be of social, financial, developmental, health care or other assistance to or for the benefit of the Beneficiary.
- c) The Parties recognize and acknowledge the uncertainty and changing nature of the guidelines, laws, regulations and rules pertaining to government assistance benefits. They each agree that the Trustee will not in any event be liable for any loss of benefits as long as the Trustee acts in good faith.
- d) The Parties acknowledge and agree that E.Q.O.L, the Trustee, its officers, directors, advisory council, employees, agents and their heirs, legal representatives, successors and assigns (hereinafter referred to as "Qualified Persons") shall not in any event be liable to the Parties or any other person for their acts as long as their acts are reasonable and made in good faith.
- e) The Parties acknowledge that upon execution of this Joinder Agreement by the Parties and the funding of the IBA for the Trust Beneficiary, the contribution is irrevocable. The Parties further acknowledge that after the funding of an IBA, they shall have no further interest in and do thereby relinquish and release all rights in, to, control over, and all incidents of ownership and interest of any kind or nature in and to the contributed assets and all income thereon.

20. Addendum or Addenda Attached

Yes No Describe: _____

21. Representations of the Parties

The Parties represent, warrant and agree that:

- a) The Parties have not been provided nor are they relying upon any representation of or any legal advice given by E.Q.O.L. or the Trustee in deciding to execute this Joinder Agreement, but have obtained independent legal advice.
- b) The Parties have entered into this Joinder Agreement voluntarily as their own free act and deed, and;
- c) If the Parties have not had the Master Trust and the Joinder Agreement reviewed by an independent attorney, they have voluntarily waived and relinquished such right;

22. Miscellaneous

The Parties also acknowledge the following:

- a) Receipt of a true and correct copy of the Master Trust and this Joinder Agreement;
- b) They have reviewed and understand the legal, economic and tax effects of the Master Trust and Joinder Agreement.

23. Effective Date

The effective date of this Joinder Agreement shall be the date on which the Joinder Agreement is accepted by E.Q.O.L.. Provided, however, if the Contributed Amount is not received by the Trustee, E.Q.O.L. shall have the right to rescind its acceptance and its obligations under the Master Trust and the Joinder Agreement shall be cancelled, without further obligation on its part. Upon cancellation, all fees due and payable shall have been paid in full.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the undersigned Grantor has reviewed and signed this Joinder Agreement, understands it and agrees to be bound by its terms. E.Q.O.L. has signed this Joinder Agreement effective on the date as first above written.

- Individual/Self (Beneficiary/Grantor)
- Agent under Durable Power of Attorney
- Spouse Parent Child Grandparent
- Grandchild Guardian Court
- Other: _____

Signature: _____
 Print Name: _____
 Address: _____

Witnesses:

Signature: _____ Signature: _____
 Print Name: _____ Print Name: _____

State of Florida
 County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
 by, _____ who is personally known to me or who has
 produced _____, as identification.

(Seal/Stamp)

Sign: _____
 Print: _____
 Notary Public, State of _____
 My Commission Expires: _____

Elder Quality of Life, Inc., Trustee:

Signature: _____
 Print Name: _____
 Title: _____
 Address: 401 W. Lantana Road, Suite #5
Lantana, FL 33462

Witnesses:

Signature: _____ Signature: _____
 Print Name: _____ Print Name: _____

State of Florida
 County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
 by _____ of the ELDER QUALITY OF LIFE, Inc., a Florida
 Not-for-Profit Corporation, on behalf of the Corporation, who is personally known to me or who
 has produced _____ as identification.

(Seal/Stamp)

Sign: _____
 Print: _____
 Notary Public, State of _____
 My Commission Expires: _____

APPENDIX A
DEFINITIONS OF TERMS

1. **“Agent under Durable Power of Attorney”** means the person duly nominated in a Durable Power of Attorney having the power to act on behalf of the Beneficiary for all financial purposes, including the execution of the Master Trust, the Joinder Agreement and the Trust Fee Agreement. The Durable Power of Attorney is validly executed, and has not been rescinded, revoked or cancelled and the nominating principal has not been adjudicated incompetent and/or there is no pending proceeding pending to determine competence at the time this document is executed.
2. **“Beneficiary”** means a disabled person as defined in §1614(a)(3) of the Social Security Act (42 U.S.C. §1382c (a)(3)) and who qualifies as a recipient of services and benefits under this Trust under 42 U.S.C. §1382b, as amended by the Foster Care Independence Act of 1999 (FCIA ‘99), and any amendments thereto. If the Social Security Administration or any authorized governmental entity has not made a determination that the beneficiary is a disabled person, the Trustee is authorized to accept such beneficiary within its discretion if it has made a determination that the beneficiary is a disabled person, as defined in 42 U.S.C. §1382c(a)(3).
3. **“Beneficiary Advocate”** means the person and successor persons, as may be applicable, named in the Joinder Agreement. The Beneficiary Advocate can, for example, be the Beneficiary himself or herself, but preferable the Beneficiary’s Legal Representative or another person other than the Trust Beneficiary should act as the Beneficiary Advocate. The Trustee is authorized to communicate and to obtain advice and instructions from the Beneficiary Advocate with regard to a Trust Beneficiary’s investment interests, health care, social activities, care management, residential options and other issues relating to the life care of the Trust Beneficiary. Provided, however, the Trustee has the right to exercise its discretion whenever the Trustee believes appropriate even though contrary to the advice of the Beneficiary Advocate.
4. **“Contributed Amount”** means the initial amount and any subsequent amounts contributed or transferred to the Trust and placed in a Trust Beneficiary’s IBA.
5. **“Disabled Person”** means a person having a physical or mental impairment that complies with the requirements of 42 U.S.C. §1382c(a)(3) set forth in item 3 above.
6. **“Government Assistance”** means any and all services, medical care, benefits and financial assistance that may be provided by any county, state or federal agency, now or in the future, to or on behalf of a Beneficiary. Such benefits include but are not limited to the Supplemental Security Income (SSI) payments, Medicaid or other similar governmental programs providing public and/or medical assistance benefits, programs covering mental health, retardation and persons with disabilities.
7. **“Grantor”** refers to the person (Beneficiary, parent, grandparent, legal representative, guardian or court order) who on behalf of the Beneficiary has the legal authority to adopt the Master Trust and Joinder Agreement. For the purposes of the Trust, a Beneficiary is considered to be the Grantor for all purposes and either name (Beneficiary or Grantor) may sometime be used interchangeably. The Beneficiary is considered to be the Grantor even though the contribution is made on the Beneficiary’s behalf by a Beneficiary’s parent, a Beneficiary’s grandparent, a Beneficiary’s guardian, or by a court regardless of the source.
8. **“Individual Benefit Account”** means the financial account within the Trust maintained for the benefit of an individual Beneficiary and shall be equal to the initial value of the assets contributed on the Beneficiary's behalf less disbursements made on behalf of the Beneficiary, increased by earnings and appreciation, less taxes, expenses, depreciation and fees as set forth in the Joinder Agreement. The letters IBA refers to the Beneficiary’s Individual Benefit Account.
9. **“Joinder Agreement”** is the agreement by which a Beneficiary enrolls as a participant in the Trust. The agreement is between the Trustee and the Beneficiary (or the Beneficiary’s Legal Representative). The Joinder Agreement establishes an IBA with the Trust for the benefit of a disabled Trust Beneficiary. The Joinder Agreement also contains information

about the Beneficiary, the Beneficiary's Legal Representative (if any) and the Beneficiary Advocate and any final Remainder Beneficiaries, as well as information about the rights and obligations of the Parties. The Trustee and the Beneficiary or the Beneficiary's Legal Representative are required to sign the Joinder Agreement.

10. **"Legal Representative"** means a legal guardian, natural guardian, conservator, agent acting under a durable power of attorney, trustee, representative payee, custodian under the Uniform Gift or Transfers to Minors Act of any state, or other person caring for a Beneficiary who can act on behalf of a Beneficiary for the purpose of making binding agreements with the Trust.

11. **"Money Managers"** refers to the financial organization managing the assets in the IBA in accordance with federal and state law and providing investment advice.

12. **"Parties"** refers to the persons who executed the Joinder Agreement and the Beneficiary Advocate.

13. **"Reimbursement Claims" or "Government Reimbursement Claims"** refers to the applicable claims or liens of any governmental agency which is entitled to reimbursement for benefits paid to or for the benefit of a Trust Beneficiary because of being a participant of the Trust.

14. **"Remainder Amount"** means all of the remaining funds, if any, in an IBA of a deceased Trust Beneficiary or an IBA that has been terminated.

15. **"Required Documents"** refers to any documents described in the application to join the Trust, in the Joinder Agreement or otherwise required by the Trustee.

16. **"Successor Trustee"** means a Trustee that has been appointed to succeed the functions and obligations of the original or initial Trustee. The term Successor Trustee includes the preceding definition and applies to each Successor Trustee.

17. **"Supplemental Services"** includes disbursements for "special needs," "supplemental needs" and/or "supplemental care" all of which shall mean non-support disbursements and may be used interchangeably. It is not the intention of E.Q.O.L. as Settlor and Trustee nor of the Grantor to displace public or private financial assistance that may otherwise be available to a Beneficiary and to limit the Trustee's disbursements to those for a Beneficiary's Supplemental Services for which there are no available public funds.

18. **"Trust" or "Master Trust"** refers to the Amended and Restated Declaration of Pooled Special Needs Trust dated June 16, 2015, created by Elder Quality of Life, Inc., a Florida not-for-profit Corporation.

19. **"Trust Application"** means the application completed and signed by a Beneficiary or the Beneficiary's Legal Representative when applying to become a Beneficiary of the Trust.

20. **"Trust Operating Account"** means the account into which the Remainder Amount is paid when a Beneficiary's IBA is terminated. This account is owned by E.Q.O.L. and funds can be transferred to E.Q.O.L. to be used by E.Q.O.L. to carry out its tax exempt purposes.

21. **"Trust Remainder Share"** means the amount of a Trust Beneficiary's IBA Remainder Amount retained by the Trust in the Trust Operating Account as the Trust's share of its remainder, beneficial or contingent interest in the Trust and the Trust Beneficiary's IBA as set forth in Section 12.c above.

22. **"Trustee"** means E.Q.O.L. as long as E.Q.O.L. is serving as the Trustee and its successor or successors in such capacity. If E.Q.O.L. is serving as the Trustee, it may sometimes be described interchangeably as "E.Q.O.L." or "Trustee." If E.Q.O.L. is not serving as Trustee, then any reference to Trustee shall be to the then acting Trustee.

23. **"Co-Trustee"** means a person, entity or both selected by the Trustee and named as such to assist with the management, administration, allocation and/or disbursement of Trust assets and property.