



**Joinder Agreement
For
Friends of Special Children Pooled Trust**

A. Adoption of Pooled Trust:

The undersigned hereby enrolls in and adopts The Friends of Special Children Pooled Trust Declaration of Trust dated December 23, 2015, as amended from time to time, which is incorporated herein by reference, in which Friends of Special Children, is Trustee. The Trust shall be irrevocable.

This Trust is a pooled trust, governed by the laws of Tennessee, in conformity with the provisions of 42 U.S.C. §1396p(d)(4)(C). To the extent there is conflict between the terms of this Trust and the governing law, the law and regulations shall control.

The Friends of Special Children may, from time to time, designate an Operating Trustee. At this time, the Operating Trustee is Southeastern Trust Company.

B. Grantor:

1. Name: _____
2. Address: _____

3. SSN: _____ Birthdate: _____
4. Home: _____ Work: _____
Mobile: _____ E-mail: _____
5. Relationship to Beneficiary: _____
6. Most Recent Profession: _____
7. Most Recent Employer: _____

C. Beneficiary:

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1. Name: _____
2. Address: _____

3. SSN: _____ Birthdate: _____
4. Home: _____ Work: _____
Mobile: _____ E-mail: _____
5. Relationship to Grantor: _____

D. Primary Representative: Guardian or Representative:

If the Beneficiary has a legal representative (e.g. legal, guardian or conservator, representative payee, agent acting under a durable power of attorney, trustee, or other legal representative or fiduciary) that person shall serve as the Primary Representative. If there is no legal representative of the Beneficiary, then the Primary Representative shall be the Grantor. The Primary Representative is the person with whom the Trustee is authorized to communicate regarding the Beneficiary's interest. The Grantor and the Beneficiary agree that the Trustee may rely upon the representations of the Primary Representative. The Grantor and the Beneficiary further agree to hold the Trustee harmless for relying on the representations of the Primary Representative. State the Primary Representative's name, address, and relationship to the Beneficiary:

1. Name: _____
2. Address: _____

3. SSN: _____ Birthdate: _____
4. Home: _____ Work: _____

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Mobile: _____ E-mail: _____

5. Relationship to Beneficiary: _____

E. Current Benefits: Circle one

1. Does Beneficiary receive Supplemental Security Income(SSI)? Yes/No

If so, how much per month? _____

2. Does Beneficiary receive Supplemental Security Disability Income (SSDI)? Yes/No

If so, how much per month? _____

3. Does Beneficiary receive Social Security Income? Yes/No

If so, how much per month? _____

Name of Case Worker _____

4. Does Beneficiary receive TennCare? Yes/No

If so what is the TennCare card number? _____

5. Does Beneficiary receive Medicare? Yes/No

If so, what is the Medicare card number? _____

6. Does Beneficiary receive Veteran's Administration benefits? Yes/No

If so, how much per month? _____

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7. Does Beneficiary receive Department of Aging services? Yes/No
- If so, what agency provides care? _____
- What services provided? _____
- How much care provided? _____
8. Does Beneficiary receive Food stamps? Yes/No
- If so, how much per month? _____
9. Does Beneficiary receive Department of Mental Health services or funds? Yes/No
- If so, how much per month? _____
- What services? _____
10. List all other forms of government assistance that the Beneficiary receives:

F. Health Insurance:

If the Beneficiary is covered under any policy of health insurance, what is the insurer's name and address, what is the policy number?

Primary:

1. Insurer: _____
2. Address: _____

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3. Policy No.: _____

4. Agent/Contact person: _____

Secondary:

1. Insurer: _____

2. Address: _____

3. Policy No.: _____

4. Agent/Contact person: _____

G. Prepaid Funeral:

If the Beneficiary is covered under any prepaid funeral or burial insurance plan, what is the insurer's name and address, and what is the policy number?

1. Insurer: _____

2. Address: _____

3. Policy No.: _____

4. Agent/Contact person: _____

H. Disability:

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

I. Source of Funds:

Pursuant to federal law, the trust will only accept assets held in sole tenancy.

 IMPORTANT: Where the Grantor and Beneficiary are separate individuals and both the Beneficiary and Grantor have funds or assets to place in trust for the Beneficiary, separate Sub-Accounts should be established and separate Joinder Agreements completed for each set of funds. Please fill out either section a or b below whichever applies to this Sub-Account.

a. Beneficiary's assets to be transferred to the trust -- list here. (Note: Medicaid may have a prior lien in relation to personal injury proceeds.)

b. Grantor's assets -- list here.

J. Distributions of the Remainder upon the Beneficiary's Death:

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If this Pooled Trust Sub-Account is funded with the Beneficiary's own money, federal law at 42 U.S.C § 1396p(d)(4)(C) provides that any assets remaining in a Trust sub-account at the death of the Beneficiary are subject to a State Reimbursement Claim by the State for any Medicaid benefits made on the Beneficiary's behalf to the extent that Trust Funds are not retained by the Trust to be used for the sole benefit of other disabled individuals. Unless the funds in the Trust Sub-Account are retained by the Trust, after payment of permitted trust administrative expenses and taxes, State Reimbursement Claims will have first priority. Remaining amounts which are not subject to a State claim or that are not retained by the Trust would be distributed to Final Remainder Beneficiaries designated by the Sub-Account Grantor.

If this Trust Sub-Account is being funded with assets that do not belong to the Beneficiary, then there is no requirement that State Reimbursement Claims be satisfied and no such funds will be distributed to satisfy any of these claims.

1. Amount Paid to State and/or Retained by the Trust: In the event that the Beneficiary's Sub-Account is subject to a State Reimbursement Claim, the following shall apply:

If the remaining corpus in the Beneficiary's Sub-Account is **sufficient** to satisfy the State Reimbursement Claims, the State Reimbursement Claims shall be paid to the State.

If the remaining corpus in the Beneficiary's Sub-Account is **insufficient** to satisfy the State Reimbursement Claims, you **may elect** that the Sub-Account's remaining corpus be retained by the Trust.

Please indicate below whether you elect the Sub-Account's remaining corpus to be retained by the Trust in the event that the remaining corpus in the Beneficiary's Sub-Account is **insufficient** to satisfy the State Reimbursement Claims:

Initial here to effectuate the above election: _____

2. Trust's Remainder Share: Please note what percentage of the Beneficiary's



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Sub-Account remaining corpus or fixed sum you elect to be retained by the Trust after being used to satisfy State Reimbursement Claims, if any:

a. Percentage to be Retained by Trust: _____

OR

b. Fixed Sum to be Retained by Trust: _____

3. **Final Remainder Beneficiary:** If funds remain after distributions to satisfy State Reimbursement Claims and the Trust’s Remainder Share, list below the persons or entities that you would like to receive the funds.

Annual statements will be sent to the Remainder Beneficiary(ies) as stated below. Statements will not be sent to Successor Remainder Beneficiary(ies) unless directed otherwise.

NOTE that the Grantor may choose, for a variety of reasons, including tax reasons, to reserve the right to amend the Remainder Beneficiaries of a Sub-Account. The Grantor must sign one of the two following lines:

A) The Grantor reserves the authority to amend the designation of Remainder Beneficiaries:

or,

B) The Grantor does not reserve the authority to amend the designation of Remainder Beneficiaries which designation shall be revocable:

Remainder Beneficiary:

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1. Name: _____
2. Address: _____

3. SSN: _____ Birthdate: _____
4. Home: _____ Mobile: _____
E-mail: _____
5. Relationship to Beneficiary: _____
6. a) Percentage of Trust to be distributed to this Beneficiary _____, or
b) Fixed sum from Trust to be distributed to this Beneficiary: _____
7. Indicate order of priority of distribution; if no priority is indicated then distributions will be made pro rata: _____

Remainder Beneficiary:

1. Name: _____
2. Address: _____

3. SSN: _____ Birthdate: _____
4. Home: _____ Mobile: _____
E-mail: _____
5. Relationship to Beneficiary: _____

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6. a) Percentage of Trust to be distributed to this Beneficiary _____, or
b) Fixed sum from Trust to be distributed to this Beneficiary: _____
7. Indicate order of priority of distribution; if no priority is indicated then distributions will be made pro rata: _____

NOTE: If you wish to name more than two final remainder beneficiaries, please attach a list of the additional remainder beneficiaries to the Joinder Agreement. In addition, if the remainder beneficiary dies prior to distribution of the trust, that beneficiary's share shall be distributed to his or her heirs per stirpes. If you wish to have those funds distributed differently, please attach documentation providing your direction to this Joinder Agreement.

FURTHER NOTE: If a lapse occurs in distribution, all remaining funds shall be retained as a part of the Trust's Remainder Share.

FINAL NOTE: Locating Final Remainder Beneficiaries. Grantor acknowledges that the Trustee may incur additional costs if Final Remainder Beneficiaries or the beneficiaries of Grantor's estate cannot be located easily. Grantor acknowledges and agrees that the Trustee may recover its reasonable costs and expenses associated with locating such beneficiaries.

K. Fees and Expenses:

Grantor agrees to pay the fees in accordance with Schedule A that is attached hereto and that may be amended from time to time. If fees are not paid in advance by Grantor, the Trustee is authorized to charge such fees to a Beneficiary's Sub-Account.

A minimum of one year's fee will be charged for any account that is closed before twelve months from the original funding date.

Fees are not refundable.

If the one-time enrollment fee has been paid for a Sub-Account that is not funded, but the annual fees for that Sub-Account are then not paid, the Trustee will notify the Grantor that the Sub-Account is in default. If the fees that are due are not paid within sixty (60) days after notice, or if the Grantor does not make arrangements acceptable to the

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Trustee to pay such fees, the Trustee may terminate the Beneficiary's Sub-Account. Should the Grantor wish to re-enroll the Beneficiary at a later date, an additional enrollment fee must then be paid and a new Sub-Account will be established at that time.

The Trustee may initiate an investigation into the nature of the Beneficiary's disability. This would include a review of an existing Care Plan, if available, or the development of a Care Plan for the Beneficiary. The Care Plan will be used by the Trustee as a guide when reviewing requests for distributions, to ensure that distributions will meet the Beneficiary's goals and objectives, that such distributions are made solely for the benefit of the Beneficiary, and that such distributions are made for supplemental needs only.

Each Grantor acknowledges and agrees to pay the costs of the development of a comprehensive Care Plan for the Beneficiary. The costs for such Plan, and the ongoing review and modification thereof, shall be charged against the Beneficiary's Sub-Account.

L. Trust Disbursements:

The Grantor recognizes that all disbursements are discretionary, as directed by the Trustee. With this in mind, the Grantor expresses the following desires as to how funds in the Trust Sub-Account might be used: (Please include the name of service, service provider, vendor name, address and phone, cost of service or merchandise, whether periodic and when disbursement should be scheduled to be made).

Proposed Disbursements:

M. Conservatorship or Guardianship Cases:

Where the Beneficiary has also been adjudicated disabled pursuant to an order from a court of competent jurisdiction, the Courts may require retention of jurisdiction over the Trust and its administration. Please attach any court order delineating any additional limitations in regard to the Trust's provisions and its administration. (Note: If the Court orders retention of jurisdiction over the Trust on behalf of its ward, then Friends of Special Children, as Trustee, must be served with summons and made a party to the proceeding).

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N. Miscellaneous:

1. The provisions of this Joinder Agreement may be amended as the Grantor and the Trustee may jointly agree, so long as any such amendment is consistent with The Friends of Special Children Pooled Trust and the then-applicable law.
2. Taxes:
 - a. The Grantor acknowledges that the Trustee has made no representation to the Grantor that contributions to the Trust are deductible as charitable gifts, or otherwise.
 - b. Grantor acknowledges that Trustee has made no representations as to the gift or tax consequences of directing funds to the Trust and has recommended that the Grantor seek independent legal advice.
 - c. Trust Sub-Account income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary subject to applicable exemptions and deductions. Professional tax advice is recommended.
 - d. Trust Sub-Account income may be taxable to the Trust, and when this is the case, such taxes shall be payable from the applicable Trust Sub-Accounts.
3. This Trust is a pooled trust, governed by the laws of Tennessee, in conformity with the provisions of 42 U.S.C. §1396p, amended August 10, 1993, by the Omnibus Budget Reconciliation Act of 1993. To the extent there is conflict between the terms of this Trust and the governing law, the law and regulations shall control.
4. Any dispute relating to this Joinder Agreement, the Trust or the applicable sub-account shall be brought in the Superior Court of Hamilton County, Tennessee. By executing this Joinder Agreement, Grantor consents to jurisdiction and venue in said Court for himself, herself or itself, as well as Grantor's heirs and assigns.
5. Real Estate owned by this trust will be inspected prior to acceptance into the pooled trust. The real estate will be required to meet the acceptance criteria as outlined in Southeastern Trust Company's account and asset acceptance policies and procedures.

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O. Acknowledgment By Grantor:

Each Grantor acknowledges that he or she has been advised to have The Friends of Special Children Pooled Trust reviewed by his or her own attorney prior to the execution of this Joinder Agreement.

Each Grantor acknowledges that the Trustee is not licensed or skilled in the field of social services. Grantors acknowledge and agree that the Trustee may conclusively rely upon the Primary Representative or Beneficiary to identify and apply to programs that may be of social, financial, developmental or other assistance to Beneficiaries. The Trustee, its agents and employees, as well as their agents' and employees' heirs and legal and personal representatives, shall not in any event be liable to any Grantor or Beneficiary or any other party for its acts as Trustee so long as the Trustee acts reasonably and in good faith.

Each Grantor recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and each Grantor agrees that the Trustee will not in any event be liable for any loss of benefits as long as the Trustee acts in good faith.

Each Grantor acknowledges and agrees that the Trustee, its agents and employees, as well as their agents' and employees' heirs and legal and personal representatives, shall not in any event be liable to any Grantor or Beneficiary or any other party for its acts as Trustee so long as the Trustee acts reasonably and in good faith.

Each Grantor acknowledges that upon execution of the Joinder Agreement by Grantor and the Trustee, and the funding of a Sub-Account for a Beneficiary, that this Trust, as to the Grantor and the Beneficiary, is irrevocable. Each Grantor acknowledges that after the funding of a Sub-Account, the Grantor shall have no further interest in and does thereby relinquish and release all rights in, control over, and all incidents of interest of any kind or nature in and to the contributed assets and all income thereon.

Each Grantor represents, warrants and agrees that he or she has not been provided, nor is he or she relying upon, any representation of or any legal advice by Friends of Special Children, its agents or employees, in deciding to execute this Joinder Agreement.

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Each Grantor further represents, warrants and agrees:

1. That he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed;
2. That if he or she has not had The Friends of Special Children Pooled Trust or the Joinder Agreement reviewed by his or own attorney, that he or she voluntarily waives and relinquishes such right;
3. That he or she has been provided a true and correct copy of The Friends of Special Children Pooled Trust and this Joinder Agreement prior to the signing of this Joinder Agreement;
4. That he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments; and
5. That Friends of Special Children, or its designee, may be a Remainder Beneficiary of a portion of the Sub-Account established hereby upon the death of the Beneficiary as provided in Section J of this Joinder Agreement.
6. That the Grantor/Beneficiary agrees to hold harmless Friends of Special Children, and its employees, directors, and officers against any and all liability loss, damage, cost or expenses, including attorneys' fees, arising from its acts or omissions.

P. Federal Taxes; Indemnification by Grantor:

Each Grantor acknowledges that a trust Sub-Account may be treated as a grantor trust for federal income tax purposes as provided under IRC §671 et. seq. and the treasury income tax regulations thereunder. In such event, all allocable income, gains or losses shall be reported on the Grantor's federal income tax return and taxable to the Grantor. Each Grantor acknowledges that the Grantor, the primary representative, or the Beneficiary shall be responsible for completing, signing and mailing their own federal and/or state income tax returns to report the income of the trust Sub-Account that is taxable to them as their interest may appear. Each Grantor hereby indemnifies the Trustee from any and all claims for income tax liabilities of his or her Sub-Account which is treated as a Grantor trust for federal income tax purposes.



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IN WITNESS WHEREOF, the undersigned Grantor(s) have reviewed and signed this Joinder Agreement, understand it and agree to be bound by its terms, and the Trustee has accepted this Joinder Agreement, parties hereby execute this Joinder Agreement to be effective on _____, 20____.

Grantor

Friends of Special Children, as Trustee

By:_____

Title:_____

State of Tennessee
County of _____

On _____, 20____, personally appeared before me, _____, who acknowledged that s/he is the _____ of the maker, Friends of Special Children, and is authorized by the maker to execute this instrument on behalf of the maker.

Notary Public

My commission expires:_____



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Acknowledgment by Grantor

State of Tennessee

County of _____

On _____, 20____, personally appeared before me, _____, Grantor, with whom I am personally acquainted or who proved to me on satisfactory evidence to be the person who executed the foregoing instrument, and who acknowledged that s/he executed the same as his/her free act and deed.

Notary Public

My commission expires: _____

(Or, if executed by Grantor's Attorney in Fact)

Acknowledgment by Grantor's Attorney-in-Fact (If applicable)

State of Tennessee

County of _____

On _____, 20____, personally appeared before me, _____, with whom I am personally acquainted or who proved to me on satisfactory evidence to be the person who executed the foregoing instrument as attorney-in-fact for _____, Grantor, and who acknowledged that s/he executed the same as the free act and deed of Grantor.

Notary Public

My commission expires: _____

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Schedule A

Friends of Special Children Pooled Trust Fees

Funded Accounts - \$20,000.00 minimum

One-time Enrollment Fee	All New Accounts	\$1,200.00
Annual Tax Preparation Fee	All Funded Accounts	\$500.00
Monthly Fee ** (Money Market Only)	Market Value Less Than \$20,000.00	\$75.00
Monthly Fee ** (Money Market Only)	Market Value between \$20,000.00 - \$50,000.00	\$100.00
Monthly Fee ** (Managed Investments)	Market Value greater than \$50,000.00	2.00% Market Value, pro-rata monthly or a minimum of \$1,500.00
Real Estate Fees	Selling Real Estate Purchasing Real Estate	2%-3% of Real Estate Sell Price 2%-3% of Real Estate Purchase Price
**	Market Value Fee Schedules will be updated annually on the anniversary of the month in which the trust was opened.	

Unfunded Accounts

One-time Enrollment Fee	\$1,250.00
Annual Renewal Fee	\$100.00



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Friends of Special Children Pooled Trust Client Information

Notification and Waiver Form

I understand that Southeastern Trust Company will be affecting security transactions for my account. Federal regulations (12 CFR 12.4 and 12.5) provide that a written confirmation be provided to me within five business days after each securities transaction, unless I agree in writing to a different arrangement.

_____ I prefer to receive confirmations of securities trades.

_____ I prefer not to receive the confirmations, but to receive the normal customer statement. I understand that I may change this election at any time by providing Southeastern Trust Company with written notice.

Client Initials

Beneficial Shareholder Disclosure

In an effort to permit direct communications between a company which issues securities and the shareholder who votes those securities (called the “beneficial owner”), the Securities and Exchange Commission has adopted a Rule, referenced as 14b-1. This Rule directs us to obtain instructions from each client for whom we hold securities on whether to provide your name, address, and share position to requesting companies whose stock you own or over which you have voting authority. If you tell us “no,” we will not provide this information to requesting companies. If you tell us “yes,” we will provide your name, address and share position to requesting companies. Under the Rule, your “yes” or “no” will apply to all securities we hold for you.

For your protection, the Rule prohibits the requesting company from using your name and address for any purpose other than corporate communications.

Please complete the following authorization by checking one of the alternatives below:

_____ Yes: You are authorized to release my name, address and share positions.

___**X**___ No: You are not authorized to release my name, address and share positions.

Patriot Act/Bank Secrecy Act Information

Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and asked to provide your driver’s license or other forms of identification to fulfill this requirement. In some instances, we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

(Please provide a copy of a state or government issued photo ID, i.e. driver’s license or passport)



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*Are you a U.S. citizen? _____ yes or _____ no. If no, please provide country of citizenship: _____

Driver's License Number/State of Issuance: _____ Date of Birth _____

Date issued/Expiration Date: **iss:** _____ **exp:** _____

Identification documents used to open account if not driver's _____
(Unexpired state-issued ID card, other government-issued document showing residence, photo and nationality, and registered articles of incorporation, government-issued business license, partnership agreement, and trust instrument)

What is your current or previous occupation and employer?

Occupation: _____ **Employer:** _____

Origination of Funds: (please check one)

_____ 1st Party _____

_____ 3rd Party _____

_____ Other (please explain) _____

Internet Access/Statements:

Would like to have internet access for my accounts. _____

Client e-mail address _____

Statements provided: _____ *quarterly* _____ *by e-mail*

Client mailing address: _____

Client Phone number _____

Substitute W-9 Form



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Under penalties of perjury, I certify that: 1) The Social Security/Taxpayer Identification Number indicated above is true and correct, 2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien.)

SSN/TIN: _____

Printed Name: _____

Client Signature

Date