THERESA POOLED TRUSTS
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THERESA ALESSANDRA RUSSO FOUNDATION, INC.
THERESA THIRD PARTY COMMUNITY TRUST

A TRUST FUNDED FOR PEOPLE WITH SPECIAL NEEDS FUNDED BY FAMILIES AND FRIENDS

JOINDER AGREEMENT

The undersigned Grantor, on this _____day of _____, 20 ____ hereby establishes a Trust sub-account under the Theresa Third Party Community Trust (referred to herein as the "Theresa Community Trust".

The effect of joining the Theresa Community Trust.

Trust (the "Trust") through this Pooled Trust Joinder Agreement (the "Agreement") shall be to establish a Trust sub-account for the following Designated Beneficiary: _____ _____ (the "Designated Beneficiary") and to incorporate the Trust by reference.

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 by the Designated Beneficiary.

1. **GRANTOR**:

___ THIRD PARTY ___ PARENT(S) ___ COURT

Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

Relationship to Designated Beneficiary: _____

*If a Trust sub-account is being established pursuant to a court order, please provide a copy of the order.

2. **DESIGNATED BENEFICIARY**:

Name: _____

Address: _____

Phone # _____

E-Mail Address: _____

County: _____

Type of Residence: _____

Social Security #_____

Date of Birth: _____

Special Needs (Disability):

_____

_____

_____

3. **DISTRIBUTION FROM THE TRUST SUB-ACCOUNT DURING THE LIFE OF A DESIGNATED BENEFICIARY**

Notwithstanding anything to the contrary in this Agreement, the Trustee shall not exercise any power in a manner that is inconsistent with the Designated 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 Designated Beneficiary, which the Trustee may consider, in its sole and absolute discretion, when reviewing requests for any distribution from the Designated Beneficiary's Trust sub-account.

3.02 Benefit Solely for Designated Beneficiary. The Designated Beneficiary's Trust sub-account is established for the sole benefit of the Designated Beneficiary, and all distributions shall be made only for the sole benefit of the Designated 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 Designated Beneficiary, if applicable and/or required by the

Trustee, any nonsupport items that are required for maintaining the Designated Beneficiary's health, safety, and welfare may be provided for the benefit of the Designated 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 Designated 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 Designated 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 may express the Grantor's desires as to how assets in the Trust sub-account might be used on behalf of the Designated Beneficiary during the Designated Beneficiary's lifetime.

3.05 Notice of Application; Acceptance, Denial; Termination of Benefits. To enjoy the benefits of the Trust to the fullest extent possible, the Designated Beneficiary, or the Designated Beneficiary's legal representative, shall be required to notify the Trustee whenever the Designated 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, CLC Foundation, Inc., at the address 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 Designated 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 Designated Beneficiary or the Designated Beneficiary's representative waives such liability in a signed writing. Consistent with the Designated Beneficiary's affirmative duty to notify any relevant government agencies administering the Designated Beneficiary's government assistance program(s) of any material change in circumstances, all such duties to notify shall continue to be the Designated Beneficiary's if distributions and/or disbursements may have such a material effect, and the Trustee shall have no duty in this regard.

4. DISTRIBUTION OF TRUST UPON THE DEATH OF THE DESIGNATED BENEFICIARY

4.01 Upon the death of the Designated Beneficiary, after the payment of administrative expenses such as (a) taxes due to the State(s) or Federal government because of the death of the Designated Beneficiary and (b) reasonable fees for administration of the Trust sub-account such as an accounting of the Trust sub-account to a court, completion and filing of documents, or other required

actions associated with termination and wrapping up of the Trust sub-account, the remaining balance of the Trust Sub-Account shall be distributed as follows:

Any assets that remain in the Designated Beneficiary's separate Trust sub-account at the Designated Beneficiary's death shall be treated in accordance with the provisions and directions provided by the Grantor in a separately signed exhibit titled "Remainder Designated Beneficiary - "Exhibit A." In addition to providing final distribution directions, this Exhibit shall also include the specific calculation for the Theresa Alessandra Russo Foundation, Inc. The Trustee shall not attach the Remainder Designated Beneficiary Exhibit to this Agreement but shall maintain it with the Trust records.

The Settlor and the Trustee shall have no duty to: (a) inform the Designated Beneficiary of the provisions and directions provided in the Remainder Designated Beneficiary Exhibit; (b) inform the Designated Beneficiary of any other provision within this Agreement; and/or (c) inform the Designated Beneficiary of the establishment or existence of this Agreement. Further, with the exception of satisfying any legal duties or requirements, the Trustee shall not disclose the provisions and directions provided by the Grantor in the Remainder Beneficiary Exhibit to the Designated Beneficiary or to any other party without the express written consent of the Grantor, the same being confidential information.

4.02 All final disbursement requests (including funeral expenses) must be submitted within ninety (90) days of the Designated Beneficiary's death and upon submission of the death certificate.

5. **LEGAL REPRESENTATIVE/ADVOCATE(S):**

Name: _____

Address: _____

_____

Phone: _____

E-Mail Address: _____

Please check the description that best describes your relationship with the Designated Beneficiary:

_____ Legal Guardian _____ Representative Payee _____ Durable Power of Attorney

_____ Advocate (please explain) _____

Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

Please check the description that best describes your relationship with the Designated Beneficiary:

_____ Legal Guardian _____ Representative Payee _____ Durable Power of Attorney

_____ Advocate (please explain) _____

6. **COURT APPOINTED GUARDIAN**: (Please provide Letters of Guardianship)

Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

Relationship to Designated Beneficiary: _____

7. **CASE MANAGER**:

Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

8. **FUNDING SCHEDULE:**

The initial amount funded by the Grantor is $_____.

Upon acceptance of Joinder Agreement by Trustee or Designee. Checks should be made payable to "Theresa Third Party Community Trust F/B/O _____"
[Insert Designated Beneficiary's Name]

Date: _____

Amount: _____

Source of Funds: _____

9. **TRUST SUB-ACCOUNT BANK STATEMENT (COPY) TO:**

Name: _____

Address: _____

_____

10. **BURIAL PLAN:** _____ Yes _____ No

Name of Funeral Home _____

Contact _____ Phone _____

Address _____

_____

11. **GOVERNMENT BENEFITS AND OTHER INCOME:** (Please check all that apply)

___ Soc. Sec. Amount $ _____ **(please attach copy of award letter/check)**

___ Other Benefits: Source: _____ Amount: $ _____

___ Medicare (**please provide a copy of Medicare card**)

___ Pension: Payer: _____ Amount: $ _____

___ Additional Income: Source: _____ Amount: $ _____

___ Whole Life Insurance Policy: Amount: $ _____

12. **IS A COURT REPORT REQUIRED?** _____ Yes _____ No

Court Information: _____

Court Examiner: _____

Address: _____

Phone: _____Fax: _____

E-Mail Address: _____

13. **ATTORNEY**:

Name: _____

Firm Name: _____

Address: _____

Phone: _____Fax: _____

E-Mail Address: _____

14. **FEES:**

Fees are as set forth on Schedule A at the end of this Agreement.

15. **ACKNOWLEDGEMENT OF MINIMUM FUNDING REQUIREMENTS**:

The Designated Beneficiary's initial minimum contribution shall be $10,000.

16. **LEGAL AND TAX CONSEQUENCES OF JOINDER AGREEMENT**:

The undersigned Grantor acknowledges that the signing of this document creates a legal agreement and contributions to the Trust sub-account may have tax consequences. The Grantor has been advised to consult with an attorney or advisor before signing this Joinder Agreement.

17. **ADMINISTRATION OF THE TRUST ACCOUNT PURSUANT TO THE THERESA THIRD PARTY COMMUNITY TRUST AGREEMENT:**

The undersigned Grantor acknowledges that all contributions made to the Trust sub-account will be held and administered pursuant to the provisions of the Theresa Third Party Community Trust Agreement, including any amendments to the Trust made after the date of this Joinder Agreement.

The provisions of the Theresa Third Party Community Trust Agreement are incorporated herein by reference. The Grantor has reviewed a copy of the Theresa Pooled Asset Trust Agreement prior to signing this Joinder Agreement. The Agreement is available online (**www.TheresaPooledTrust.org).**

18. **WAIVER OF POTENTIAL CONFLICT OF INTEREST:**

There may be potential conflicts of interest in the administration of the Trust because (a) trust funds may be used to pay for services provided to the Designated Beneficiary by the Theresa Alessandra Russo Foundation, Community Living Corporation ("CLC"), CLC Foundation, Inc. or affiliated enterprises and /or (b) the Trust may distribute funds to the Theresa Alessandra Russo Foundation, Community Living Corporation ("CLC"), and/or CLC Foundation, Inc. that are remaining in the Trust at the time of death of the Designated Beneficiary. The undersigned acknowledges these potential conflicts of interest and expressly waives any and all claims against the Trustees and any successor Trustees on account of self-dealing, conflict of interest of any other act related to their affiliation with Theresa Foundation, CLC, CLC Foundation, Inc., banks, investment advisors or any affiliated entities.

19. **DISPUTE RESOLUTION**: If any dispute arises between or among the parties hereto, including the Designated Beneficiary, concerning any matter related to or arising from this Joinder Agreement and/or Trust, the parties to such dispute shall proceed in good faith to negotiate a resolution of such dispute and if not resolved through negotiation by the 90th day after written notice of such dispute was provided by the complaining party to the other party to the dispute, such dispute will be resolved: (1) by arbitration to be conducted by a single arbitrator pursuant to the Rules of the American Arbitration Association, which arbitration shall be conducted in Westchester County, New York, or (2) by such other methods or procedures as the parties mutually agree. If arbitration is used, the parties will complete all submissions to the arbitrator within 45 days of choosing the arbitrator, and the arbitrator will provide a final ruling on each dispute within thirty (30) days of the final submission by the parties.

By signing below, the sponsor acknowledges that the designated beneficiary has special needs.

Grantor Signature: _____

Name: _____

Address: _____

To be binding, this Joinder Agreement document must be acknowledged by a Licensed Notary.

State of _____)
ss.:
County of _____)

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and Office of individual taking acknowledgment

The foregoing Joinder Agreement is hereby accepted by the undersigned on behalf of the Theresa Pooled Asset Trust.

CLC Foundation, Inc.
135 Radio Circle Drive, Suite 211
Mt. Kisco, New York 10549

Name: _____ Date: _____
Trust Officer

Name: _____
Print Name