



## **POOLED SPECIAL NEEDS TRUST**

### **JOINDER AGREEMENT**

**FOR NURSING HOME MEDICAID AND  
GROUP HOME ACCOUNTS**

**FOR**

---

**BENEFICIARY/GRANTOR**

**ADVOCATES & GUARDIANS FOR THE ELDERLY & DISABLED, Inc.**  
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**ADVOCATES & GUARDIANS FOR THE ELDERLY & DISABLED, Inc.**  
**POOLED SPECIAL NEEDS TRUST**  
**ASSET JOINDER AGREEMENT**  
**FOR PERSONAL NEEDS ALLOWANCE AND GROUP HOME ACCOUNTS**

**Table of Contents**

<b>Section</b>	<b>Section Title</b>	<b>Page</b>
1.	Definitions.....	1
2.	Trust Established by.....	1
3.	Beneficiary/Grantor.....	1
4.	Parent/Grandparent.....	2
5.	Attorney In Fact.....	2
6.	Guardian.....	2
7.	Court Order.....	2
8.	Contribution to Trust.....	3
9.	Beneficiary Advocate.....	4
10.	Beneficiary’s Impairment or Disability.....	4
11.	Beneficiary’s Current Benefits.....	5
12.	Distribution of Remainder Upon Termination of Beneficiary’s IBA.....	5
13.	Amendments to Joinder Agreement.....	6
14.	Taxes.....	6
15.	Money Managers.....	6
16.	Trustee Fees and Charges.....	6
17.	Disbursements from the Individual Benefit Account.....	6
18.	Acknowledgments.....	7
19.	Addendum or Addenda Attached.....	8
20.	Representations of the Parties.....	8
21.	Miscellaneous.....	8
22.	Effective Date.....	8
	Appendix A - Definitions.....	10

**ADVOCATES & GUARDIANS FOR THE ELDERLY & DISABLED, Inc.**  
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**ASSET JOINDER AGREEMENT**  
**FOR PERSONAL NEEDS ALLOWANCE AND GROUP HOME ACCOUNTS**

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 hereby enrolls in and adopts the Master Trust indicated below, a copy of which has been received and incorporated herein by reference and hereinafter referred to as the "Trust":

*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.

**2. Trust Established by:**

- Disabled Individual (Beneficiary/Grantor)
- Attorney-in-Fact
- Parent  Grandparent  Guardian  Court

**3. Beneficiary/Grantor:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

U.S. Citizen:     Yes             No            State of Residence: \_\_\_\_\_  
 Green Card:     Yes             No             Other: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_  
 Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_  
 Place of birth: \_\_\_\_\_

Is the Beneficiary a minor or incapacitated?     Yes  No

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

**4. Parent/Grandparent**

Mother  Father  Grandmother  Grandfather

Name \_\_\_\_\_

SSN \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**5. Attorney-in-Fact (Please provide copy of Durable Power of Attorney.)**

Name \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

Name \_\_\_\_\_

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)	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
<b>Total gross monthly income</b>		\$ _____

**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**

Relationship:  Beneficiary/Grantor     Parent     Grandparent     Guardian  
 Attorney-in-Fact     Other Person \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Successor Beneficiary Advocate:**

Relationship:  Beneficiary/Grantor     Parent     Grandparent     Guardian  
 Attorney-in-Fact     Other Person \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

*(If no Beneficiary Advocate is named or able to serve, AGED 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 Benefits**

- None
- Intend to apply for:  SSI  Medicaid Medical Benefit  Medicaid Nursing Home Benefit
- Supplemental Security Income ("SSI")  N/A  
 Monthly Amount: \$ \_\_\_\_\_ Claim Number: \_\_\_\_\_
- Beneficiary's Spouse (if any)  Does  Does Not Receive SSI  N/A  
 Monthly Amount: \$ \_\_\_\_\_ Claim Number: \_\_\_\_\_
- Medicaid Benefits  N/A  
 Describe Program(s) \_\_\_\_\_  
 Monthly Amount: \$ \_\_\_\_\_ Claim Number: \_\_\_\_\_
- Beneficiary's Spouse (if any):  Does  Does Not Receive Medicaid Benefits  N/A  
 Describe Program(s) \_\_\_\_\_  
 Monthly Amount: \$ \_\_\_\_\_ Claim Number: \_\_\_\_\_
- Social Security Disability Insurance ("SSDI")  N/A  
 Monthly Amount: \$ \_\_\_\_\_ Claim Number: \_\_\_\_\_
- Social Security Retirement  N/A  
 Monthly Amount: \$ \_\_\_\_\_ Claim Number: \_\_\_\_\_
- Section 8 Housing  N/A
- Other forms of Government Assistance or Benefits received by the Beneficiary, the Beneficiary's Spouse or some other family member living in the same household:
- N/A

Benefit	Claim No.	Source
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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 IBA 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;

- a) for the direct or indirect benefit of other Beneficiaries;
- b) to add disabled persons, as defined in 42 U.S.C. §1382c(a)(3) to the Trust as Beneficiaries;
- c) 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
- d) to provide disabled persons, as defined in 42 U.S. C. §1382c(a)(3) with professional guardianship services.

### **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. 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.

### **14. Taxes**

The Trustee has made no representation as to the estate, gift or income tax consequences affecting funds contributed or gifted to the Trust. 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. 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.

### **16. Fees and Charges Payable to A.G.E.D 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) in accordance with the attached Trust Fee Agreement between AGED 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 AGED and itself.

### **17. Disbursements from the Individual Benefit Account**

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 AGED 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, but subject to the discretion of the Trustee. The Grantor recognizes disbursements are discretionary by the Trustee. With this in mind, the Grantor expresses the following desires as to how funds in a Beneficiary's IBA might be used:

- None
- Supplemental Services as described in the Trust.



Specific Supplemental Services Requested below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Requirements: \_\_\_\_\_

\_\_\_\_\_

Amount of estimated monthly disbursements that will be needed:

None.

\$\_\_\_\_\_ per month for the purpose(s) of: \_\_\_\_\_

\_\_\_\_\_

Requests will be made on an as needed basis.

### 18. 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 AGED nor the Trustee are licensed or skilled in the field of social services. They further acknowledge and agree that AGED 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 A.G.E.D, 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.

**19. Addendum or Addenda Attached**

Yes    No   Describe: \_\_\_\_\_  
\_\_\_\_\_

**20. 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 AGED 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;

**21. 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; and

**22. Effective Date**

The effective date of this Joinder Agreement shall be the date on which the Joinder Agreement is accepted by AGED. Provided, however, if the Contributed Amount is not received by the Trustee, AGED 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. AGED has signed this Joinder Agreement effective on the date as first above written.

- Disabled Individual (Beneficiary/Grantor)
- Attorney-in-Fact
- Parent  Grandparent  Guardian  Court

Witnesses:

Sign \_\_\_\_\_  
Print Name \_\_\_\_\_  
Sign \_\_\_\_\_  
Print Name \_\_\_\_\_

Sign \_\_\_\_\_  
Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

State of \_\_\_\_\_  
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.

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires:

(Seal)

***Signatures below this line are for AGED***

Witnesses:

Advocates & Guardians For the Elderly &  
Disabled, Inc., Trustee

Sign \_\_\_\_\_  
Print Name \_\_\_\_\_  
Sign \_\_\_\_\_  
Print Name \_\_\_\_\_

Sign \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
1607 Cherrywood Lane  
Longwood, FL 32750

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,  
by \_\_\_\_\_, \_\_\_\_\_ of the ADVOCATES & GUARDIANS FOR THE ELDERLY  
& DISABLED, Inc., a Florida not-for-profit corporation, on behalf of the corporation,  who is personally  
known to me or  who has produced \_\_\_\_\_ as identification.

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires:

(Seal)

APPENDIX A  
DEFINITIONS OF TERMS

1. **“Attorney-in-Fact”** 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, 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 the 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 AGED 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. Examples of Supplemental Services are described in Appendix B of the Trust.

18. **“Trust” or “Master Trust”** refers to the Amended and Restated Declaration of Pooled Special Needs Trust dated July 1, 2004, created by Advocates & Guardians for the Elderly & Disabled, 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 AGED and funds can be transferred to AGED to be used by AGED 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 2.1 above.

22. **“Trustee”** means AGED as long as AGED is serving as the Trustee and its successor or successors in such capacity. If AGED is serving as the Trustee, it may sometimes be described interchangeably as “AGED” or “Trustee.” If AGED 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.