



POOLED SPECIAL NEEDS TRUST

JOINDER AGREEMENT

FOR

TRUST 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

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ADVOCATES & GUARDIANS FOR THE ELDERLY & DISABLED, Inc.
POOLED SPECIAL NEEDS TRUST
ASSET JOINDER AGREEMENT

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 contracts to enroll in and adopt 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 (Trust Beneficiary)
- Agent under Durable Power of Attorney for Disabled Individual
- Parent Grandparent Guardian Court

If someone other than the Disabled Individual/Trust Beneficiary is establishing the Trust, please provide the following:

Name of Individual or Court: _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-Mail: _____

If established by Agent under Durable Power of Attorney, provide copy of DPOA.

If established by a Guardian or Court, provide letters of guardianship and court order.

3. Trust Beneficiary

Last Name: _____

First Name: _____ Middle Name: _____

U.S. Citizen: Yes No State of Residence: _____

Green Card: Yes No N/A

Social Security Number: _____

Date of Birth: _____ Age: _____

Place of Birth: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Does trust beneficiary reside in a facility? Yes No

If yes, what type? Nursing Home Assisted Living Group Home Other _____

Facility Name: _____

Address: _____

Is the Trust Beneficiary married? Yes No

Is the Trust Beneficiary a minor or 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.

4. **Beneficiary Advocate** (Receives statements and may make disbursement requests on behalf of the trust beneficiary. See Appendix A for additional description.)

Role: Sole Beneficiary Advocate Co-Beneficiary Advocate*

Relationship to Trust Beneficiary:

Trust Beneficiary/Self Parent Grandparent Guardian Agent under DPOA

Other Person _____

Name _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-Mail: _____

For additional Beneficiary Advocates, please complete the information below:

Role: Co-Beneficiary Advocate* Successor Beneficiary Advocate

Relationship to Trust Beneficiary:

Trust Beneficiary/Self Parent Grandparent Guardian Agent under DPOA

Other Person _____

Name _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-Mail: _____

Role: Co-Beneficiary Advocate* Successor Beneficiary Advocate

Relationship to Trust Beneficiary:

Trust Beneficiary/Self Parent Grandparent Guardian Agent under DPOA

Other Person _____

Name _____

Address: _____

Home Phone: _____ Cell Phone: _____

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 accountings 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 AGED, 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 AGED and/or the Trustee to have originated with a Beneficiary Advocate.*

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.

5. Trust Beneficiary's Impairment or Disability:

Has the Trust Beneficiary been determined to be disabled by the Social Security Administration?

Yes No Applied For / Pending

Nature of impairment or disability: Total and Permanent Unable to work

(Describe) _____

Date Incurred: _____

6. Trust Beneficiary's Current Benefits

Monthly Gross Income Sources (Please list all sources of income.)

Social Security Retirement Yes No Amount: \$ _____

Supplemental Security Income ("SSI") Yes No Amount: \$ _____

Social Security Disability Insurance ("SSDI") Yes No Amount: \$ _____

Disabled Adult Child (DAC) or Childhood Disability Benefits (CDB) Yes No Amount: \$ _____

Pension(s) / Other Sources of income Yes No

Amount: \$ _____

Amount: \$ _____

Amount: \$ _____

Amount: \$ _____

Total gross monthly income

\$ _____

Government Benefits

N/A – No Current Government Benefits

Medicaid Long Term Care
ICP / Nursing Home

Yes No Applying For

Medicaid Long Term Care
Home and Community Based Services
(HCBS / ALF / Waivers)

Yes No Applying For

PACE Program

Yes No Applying For

Medically Needy Share of Cost

Yes No Applying For

MEDS-AD (Full Community Medicaid)

Yes No Applying For

Medicare Savings Program

QMB

Yes No Applying For

SLMB

Yes No Applying For

QI1

Yes No Applying For

Optional State Supplements (OSS)

Yes No Applying For

SSI Medicaid

Yes No Applying For

APD Services

Yes No Applying For

Food Assistance

Yes No Applying For

Section 8 Housing
(HUD / Low Income Housing)

Yes No Applying For

Other Benefits (please list)

Yes No Applying For

Has the Trust Beneficiary ever received Medicaid benefits in a state other than Florida?

Yes No If yes, which state(s): _____

7. 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: Does the Grantor intend to use this trust to reduce the beneficiary's income for purposes of qualifying for one or more Medicaid programs? Yes No

Estimated Monthly Contribution: \$ _____

Lump Sum Contribution:

Estimated Amount: \$ _____

Date: _____

Source: _____

If contribution is from a Structured Settlement, please provide a copy of the Settlement Agreement or Court Order, and the following information:

Name of Insurance Company: _____

Address: _____

Contact Person: _____

Phone: _____

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

- a. Termination after the Death of a Beneficiary.** A Trust Beneficiary's IBA may only be terminated upon the death of a Trust Beneficiary. Upon the death of a Trust Beneficiary, verified by a copy of the deceased Beneficiary's death certificate, any amounts remaining in a deceased Beneficiary's IBA shall be distributed under one of the following options:

Option One

- One hundred percent (100%) 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;
 - d) to provide disabled persons, as defined in 42 U.S. C. §1382c(a)(3), with professional guardianship services.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Option Two

- _____ % (Minimum of Ten Percent (10%)) 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;
 - d) to provide disabled persons, as defined in 42 U.S. C. §1382c(a)(3), with professional guardianship services.

Any assets remaining in the Beneficiary's IBA shall, **after payments as provided in Article 6, Section 6.2 of the Master Trust**, be distributed to the Final Remainder Beneficiaries named in paragraph 8.b., below.

b. Final Remainder Beneficiaries. After the administration of the deceased Beneficiary's IBA as provided in Article 6, Section 6.2 of the Master Trust, including the satisfaction of Medicaid payback obligations as provided therein, any assets that have not been retained as surplus Trust property as provided in this paragraph 8 shall be distributed to the Final Remainder Beneficiaries as provided below.

▶ If an Estate is named as a Final Remainder Beneficiary and has not been opened within twelve months, then it will be assumed that no Estate will be in effect and the claim will lapse.

▶ 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 below. If a contingent beneficiary is not named, the deceased beneficiary's share shall be distributed pro rata among the remaining named beneficiaries. If all named beneficiaries are deceased, the distribution shall be retained by the Trust as surplus trust property.

▶ 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 a Final Remainder Beneficiary within a reasonable time and after diligent search, he or she shall be deemed to have predeceased the Grantor and the funds that would have been distributed to the Final Remainder Beneficiary will instead be distributed to his or her named contingent beneficiary. If a contingent beneficiary is not named, the deceased beneficiary's share shall be distributed pro rata among the remaining named beneficiaries. If all named beneficiaries are deceased, the distribution shall be retained by the Trust as surplus trust property.

▶ All 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.

- Not Applicable – 100% Retention by Trust was selected above.
- Named Individuals as follows: *(Note: The total of all distribution percentages must equal 100%)*

Distribution Percentage: _____ %

Final Remainder Beneficiary #1

Name: _____ Date of Birth: _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-Mail: _____

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

Contingent Beneficiary

Name: _____ Date of Birth: _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-Mail: _____

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

Distribution Percentage: _____ %

Final Remainder Beneficiary #2

Name: _____ Date of Birth: _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-Mail: _____

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

Contingent Beneficiary

Name: _____ Date of Birth: _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-Mail: _____

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

Distribution Percentage: _____ %

Final Remainder Beneficiary #3

Name: _____ Date of Birth: _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-Mail: _____

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

Contingent Beneficiary

Name: _____ Date of Birth: _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-Mail: _____

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

Distribution Percentage: _____ %

Final Remainder Beneficiary #4

Name: _____ Date of Birth: _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-Mail: _____

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

Contingent Beneficiary

Name: _____ Date of Birth: _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-Mail: _____

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

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

9. Amendments to Joinder Agreement

The provisions of this Joinder Agreement are not subject to amendment by the Grantor, the Trust Beneficiary and/or the Beneficiary Advocate. The Trustee, however, may from time to time amend this Joinder Agreement 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. Any amendment or addendum shall be effective 30 days after Notice to the Beneficiary or Beneficiary Advocate or when the Trustee receives written consent or acknowledgement from the Beneficiary or Beneficiary Advocate, whichever occurs first.

10. 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.

11. Final Remainder Beneficiaries

The Final Remainder Beneficiaries shall be as set forth in Section 8 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 and Government Reimbursement Claims, if any, as provided in Article 6 of the Master Trust.

12. Investments and 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. 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.

13. Fees and Charges Payable to AGED 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 to itself from the Trust Beneficiary's IBA without further consent or approval.

14. Disbursements from the Individual Benefit Account

The IBA will be managed and administered for the sole benefit of each Trust Beneficiary. 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 that disbursements are discretionary by the Trustee.

Disbursement requests received after the death of the beneficiary cannot be paid. Therefore, prepayment of funeral and burial arrangements is recommended.

With this in mind, the Grantor expresses the following desires as to how funds in a Beneficiary’s Trust IBA might be used to improve the Beneficiary’s quality of life. Please note that distributions will not be limited to only the items or services described below. Distributions may be made upon request on an as-needed basis. (This information is optional.)

15. 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, have been advised to have these documents reviewed by an independent attorney representing Grantor and Trust Beneficiary’s best interests and understand the legal, economic, and tax effects of the Master Trust and Joinder Agreement.
- 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 Grantor, 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 AGED, the Trustee and 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.

16. Addendum or Addenda Attached

Yes No Describe: _____

17. 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.

18. Effective Date

The effective date of this Joinder Agreement shall be the date on which the Joinder Agreement is accepted by the Trustee. Provided, however, if the Contributed Amount is not received by the Trustee, the Trustee 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.

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

- Disabled Individual (Trust Beneficiary/Grantor)
- Agent under Durable Power of Attorney
- Parent Grandparent Guardian
- Court

Witnesses (2):

1. Sign _____
Print Name _____

2. Sign _____
Print Name _____

Grantor:

Sign _____
Print Name _____

Address _____

State of _____
County of _____

The foregoing instrument was acknowledged before me by means of physical presence **OR** online notarization on this ____ day of _____, 20__ by _____ who is personally known to me **OR** who provided _____ as identification.

Sign _____
Print _____
Notary Public, State of _____

(Seal)

Witnesses (2):

1. Sign _____
Print Name _____

2. Sign _____
Print Name _____

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

Sign _____
Print Name _____
Title _____
1024 Florida Central Pkwy
Longwood, FL 32750

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence **OR** online notarization on this ____ day of _____, 20__ by _____, _____ of the ADVOCATES & GUARDIANS FOR THE ELDERLY & DISABLED, Inc. a Florida non-profit corporation, on behalf of the corporation, who is personally known to me **OR** who provided _____ as identification.

Sign _____
Print _____
Notary Public, State of Florida

(Seal)

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 Joinder Agreement and the Trust Fee Agreement. The Durable Power of Attorney must provide the authority to execute this Joinder Agreement, must be validly executed, must not have been rescinded, revoked or cancelled and the nominating principal must not have been adjudicated incompetent and/or there are no pending proceedings to determine competence at the time this Joinder Agreement 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)), who qualifies under 42 U.S.C. §1396p, as amended in the Omnibus Budget Reconciliation Act of 1993 (OBRA '93) and the Foster Care Independence Act of 1999 (FCIA '99) and who is designated by a Grantor to be the sole recipient/beneficiary of services and benefits under this Joinder Agreement and the associated IBA created under and within this Trust by said Grantor. 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 2 above.
6. **“Government Assistance”** means all services, benefits, medical care, financial assistance, and any other assistance of any kind that may be provided by any county, state, or federal agency to, or on behalf of, a Beneficiary. Such assistance includes, but is not limited to, the Supplemental Security Income program (SSI) the Old Age Survivor and Disability Insurance Program (OASDI), the Supplemental Security Disability Income program (SSDI), and the Medicaid program, including the Florida Institutional Care Program (ICP), Home and Community Based Services (HCBS), or any other public assistance program(s) of the State of Florida or any other state of the United States, together with any additional, similar, or successor public programs.
7. **“Grantor”** means a Beneficiary himself or herself, the parent, grandparent or Legal Representative of a Beneficiary, or any person or entity acting pursuant to an order by a court, who has the authority to execute this Joinder Agreement and contributes a Beneficiary’s money and/or property to the Trust. The Grantor shall not be permitted to contribute money and/or property of anyone other than the Beneficiary to the Beneficiary’s IBA within the Trust.

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”** means the individual written agreement between the Trustee and a Grantor by which the Grantor establishes an IBA for the sole benefit of a 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.

10. **“Legal Representative”** means a legal guardian, conservator, agent acting under an appropriate power of attorney, trustee, representative payee, or any other legal representative or fiduciary of a Beneficiary acting within the scope of authority.

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.

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. **“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.

16. **“Supplemental Care,” “Special Needs” and “Supplemental Services”** maybe used conjunctively, interchangeably, or separately as the context requires, and the terms shall always mean care that is not provided, or needs that are not met, by any private assistance or government assistance that may be available to a Beneficiary.

17. **“Trust” or “Master Trust”** refers to the 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, as it may be amended or restated.

18. **“Trustee”** means AGED as long as AGED is serving as a Trustee and its successor or successors in such capacity. If AGED is serving as a Trustee, it may sometimes be described interchangeably as “AGED” or “Trustee.” If AGED is not serving as a Trustee, then any reference to Trustee shall be to the then acting Trustee.

19. **“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.