



COMMUNITY TRUST I THIRD PARTY ASSET TRUST



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Guardians of Our Children, INC.

5614 16th Avenue
Brooklyn, N.Y. 11204
(718) 466-2200

COMMUNITY TRUST I
Joinder Agreement

The undersigned hereby establishes a Trust Account under the LCG Community Trust I dated 2/15/2012 and as amended and restated thereafter in the initial sum of \$_____ (complete #18 below if the initial sum is not at least \$25,000).

Information regarding Sponsor:

- 1. Name of Sponsor: _____
- 2. Address: _____

- 3. Telephone Number (day): _____(evening): _____
E-mail address: _____

Information regarding Designated Beneficiary:

- 4. Name of Designated Beneficiary: _____
- 5. Address: _____

- 6. Date of Birth: _____ SS#: _____
- 7. Telephone Number (day): _____(evening): _____
E-mail address: _____
- 8. Relationship of Sponsor to Designated Beneficiary: _____

9. Is the Designated Beneficiary receiving, or possibly eligible to receive Holocaust Claims money? YES _____ NO _____

10. Designated Beneficiary Income:

- Does the Designated Beneficiary receive Supplemental Security Income (SSI)?..... YES NO
- Does the Designated Beneficiary receive Social Security Disability Income (SSDI)?.. YES NO
- Does the Designated Beneficiary receive Social Security Retirement Income (SSA)? YES NO
- Does the Designated Beneficiary receive other income?..... YES NO

If yes, please provide detail:

11. Is the Designated Beneficiary a recipient of or an applicant for Medicaid?

YES NO

If yes, please specify which program(s): _____

If yes, list Medicaid card number: _____

If the Designated Beneficiary receives other benefits or entitlements, such as Food Stamps, HUD Sec.8, etc. list these benefits and monthly amounts:

12. Does the Designated Beneficiary have a Guardian, attorney-in-fact, or other fiduciary?

YES NO

If yes, please specify name of the Guardian, attorney-in-fact, or other fiduciary and title: _____

13. If a Guardian has been appointed, attach a copy of the Decree or Letters of Guardianship and complete the following:

Guardian of the Person _____, Property _____, Both _____

If specific power(s)/authority is granted please list:

(include dental and medical) _____,

If specific power(s)/authority is exempted please list:

(include dental and medical) _____,

Please list name(s) and address(es) of Guardian(s):

14. Has a successor, such as Standby Guardian or successor attorney-in-fact, been appointed or nominated?

YES Please specify name and title: _____

NO

15. Have prior funeral arrangements been made for the Designated Beneficiary?

YES If yes, please attach any contracts and/or documents regarding such arrangements to this Joinder Agreement.

NO

16. Upon the death of the Designated Beneficiary, amounts remaining in the Designated Beneficiary's account as described below shall be retained in the Trust solely for the benefit of individuals who are disabled as defined in Soc. Sec. Law Section 1614(a)(3)[42 USC 1382c(a)(3)] and any subsequent definitions that are enacted into law.

To be retained in the Trust (at least 50% of the Trust Account remainder):

ALL

_____ PERCENT

17. Name, address and telephone number of Remaindermen (individuals/organizations who receive not more than a 50% portion of the Trust Account remainder upon the death of the Designated Beneficiary). If more than one Remainderman is listed, payment will be made in equal shares, unless otherwise designated in the column "Percentage of balance to be distributed to each", to such of the Remaindermen as are living at the death of the Designated Beneficiary.

<u>Names of Remaindermen</u>	<u>Address/Telephone #</u>	<u>Percentage of balance to be distributed to each (must equal 100%)</u>	<u>Relationship to Sponsor</u>
A. _____	_____	_____	_____
B. _____	_____	_____	_____
C. _____	_____	_____	_____
D. _____	_____	_____	_____

18. Names and Addresses of Individual to receive the final Accounting after the death of the Designated Beneficiary (Please list by order of succession):

<u>Names</u>	<u>Address/Telephone #</u>	<u>Relationship to Designated Beneficiary</u>
A. _____	_____	_____
B. _____	_____	_____
C. _____	_____	_____

19. Estimated payment dates for funding of Trust Account (\$25,000.00 minimum within twelve (12) months of acceptance of Joinder Agreement by the Trustees or their Designated Representative):

<u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
Total:	\$ _____

The undersigned Sponsor hereby acknowledges:

A. That the signing of this document constitutes a legal agreement and contributions to the Trust Account may have tax consequences. I have been advised to consult with my attorney and tax advisor before signing this Joinder Agreement.

B. That I am obligated to make a minimum contribution to the Trust Account in the amount of \$25,000.00 within twelve (12) years after the date of this Joinder Agreement.

C. That I agree to the attached fee schedule and understand that fees may be adjusted from time to time via a resolution by the LCG Board of Directors.

D. That all contributions made to the Trust Account will be held and administered pursuant to the provisions of the LCG Community Trust I dated 2/15/2012, including any amendments to the Trust made after the date of this Joinder Agreement. The provisions of the LCG Community Trust I are incorporated herein by reference. I have received and reviewed a copy of the LCG Community Trust I prior to signing this Joinder Agreement. That I understand that this Joinder Agreement is irrevocable.

E. That the Designated Beneficiary is disabled or has a medical condition that renders him or her unable to sustain employment.

F. THAT A POTENTIAL CONFLICT OF INTEREST EXISTS IN THE ADMINISTRATION OF THE LCG COMMUNITY TRUST I. THE TRUSTEES ARE APPOINTED BY THE BOARD OF GUARDIANS OF OUR CHILDREN, INC. WHICH MAY HAVE A REMAINDER INTEREST IN THE TRUST ACCOUNTS. IN THE ADMINISTRATION OF THE TRUST, THE TRUSTEES ARE PERMITTED TO DISBURSE TRUST FUNDS TO GUARDIANS OF OUR CHILDREN, INC., AND/OR BENEFICIARY, AFFILIATE OR CONSTITUENT AGENCIES OF

GUARDIANS OF OUR CHILDREN INC. ON BEHALF OF THE DESIGNATED BENEFICIARIES. I AM AWARE OF THE EXISTENCE OF THIS POTENTIAL CONFLICT OF INTEREST AND EXPRESSLY WAIVE ANY AND ALL CLAIMS AGAINST THE TRUSTEES ON ACCOUNT OF SELF-DEALING, CONFLICT OF INTEREST OR ANY OTHER ACT.

[Print Name]	[Signature]	Date
Sponsor/Designated Beneficiary	Sponsor/Designated Beneficiary	

NOTARY OF SIGNATURE

STATE OF _____ <div style="text-align: center; margin: 5px 0;">ss:</div> COUNTY OF _____ On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument. <div style="text-align: right; margin-top: 20px;"> _____ (signature and office of person taking acknowledgment) </div>

OR TWO WITNESSES

WITNESS 1	WITNESS 2
[Print Name]	[Print Name]
[Signature]	[Signature]

(FOR OFFICE USE ONLY)

ACCEPTED BY THE TRUSTEES OF THE LCG COMMUNITY TRUST I:

[Signature]	Date
[Printed Name] TRUSTEE OR DESIGNATED REPRESENTATIVE OF THE TRUSTEES, LCG COMMUNITY TRUST I	

LCG Community Trust I
Fee Schedule

Enrollment Fee: An initial enrollment fee of one percent (1%) of initial deposit (\$250.00 minimum enrollment fee) will be charged to establish an account.

Monthly Administrative Fee: In addition, a monthly administrative fee will be charged to each sub-trust account. At the present time this fee shall equal to 2% of the funds on deposit. The monthly minimum fee shall be \$42.00 (charged monthly @ .1666%).

Monthly Brokerage Fee: Additionally, a brokerage, or account management fee associated with your account, will be charged by Morgan Stanley & Company, at a monthly rate not to exceed .042% (annually .005%).

Annual Renewal Fee: A renewal fee of \$100.00 will be applied annually. This fee is deducted from beneficiary accounts on the anniversary date of the account.

Annual Audit and Tax Return Fee: Guardians of Our Children, Inc. incurs both direct and indirect costs associated with the annual audit by an independent accounting firm and for the preparation of the annual tax return filed by the Trust. Beneficiaries are charged \$100.00 annually to assist in covering these costs. This is deducted from beneficiary accounts annually, in January, for the prior year audit and tax preparation.

Additional Fees:

Returned Insufficient Funds Check	\$30.00
Stop payment	\$30.00
Overdraft of account	\$30.00
Copy of cancelled check	\$20.00
One-day processing	\$50.00
Overnight mail	\$30.00

Sample Monthly Fee calculation
(Deducted monthly from surplus deposit)

<u>Funds on Deposit - \$ 25,000.00</u>		
Monthly Administrative Fee (.166%)	=	\$ 42.00
Monthly Brokerage Fee (.042%)	=	\$ 10.50
Annual audit fees	=	\$100.00
Annual Renewal Fee	=	\$100.00
Annual fees (\$42.00 + \$42 x 12+\$100)	=	\$830.00

Please note: Beneficiary accounts being fully expended will have uncollected prior year, as well as, current year audit and tax preparation fees deducted from the account prior to final distribution. Trust expenses and fees are deducted before the beneficiaries' requested disbursements; therefore, any monthly deposit must be sufficient to pay these expenses. Income tax incurred on beneficiaries' accounts is deducted from their account balances annually.