



COMMUNITY TRUST II
SELF DIRECTED
ASSET TRUST



5614 16th Avenue, Suite 1A, Brooklyn , New York 11204
p.(718) 466-2200 f.(718) 466-2202 www.lcgtrust.org

Guardians of Our Children, Inc.

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

COMMUNITY TRUST II
Joinder Agreement

The undersigned hereby establishes a Trust Account under the LCG Community Trust II dated 2/15/2012 and as amended and restated thereafter in the initial sum of \$ _____ (complete #19 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. Is the purpose of establishing this account to shelter monthly income?
 YES NO If yes, indicate estimated monthly deposit: _____

(Note: This is supplemental information for LCG Community Trust II Trustees purposes only. This amount may be changed at any time with no effect on this Joinder Agreement)

- 11. 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: _____

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

13. 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: _____

14. 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):

15. Has a successor, such as Standby Guardian or successor attorney-in-fact, been appointed or nominated? YES NO

If yes, please specify name and title: _____

16. Have prior funeral arrangements been made for the Designated Beneficiary? YES NO

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

17. 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

18. 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.

NOTE: Sums may be payable to Remaindermen only after any sums have been paid to the State of New York or other Medicaid provider, as required by law and pursuant to the terms of the Trust Agreement, see Section 7.

<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. _____	_____	_____	_____

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

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

20. Does the Designated Beneficiary have a will? YES NO

If yes, a copy of the will must be included with this Participation Agreement.

If Designated Beneficiary has a will, are the individuals who are named to receive the balance of the estate different from the Remaindermen in the Trust? YES NO

21. 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/Designated Beneficiary 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 II 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 II are incorporated herein by reference. I have received and reviewed a copy of the LCG Community Trust II prior to signing this Joinder Agreement. That I understand that this Joinder Agreement is irrevocable.

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

F. THAT A POTENTIAL CONFLICT OF INTEREST EXISTS IN THE ADMINISTRATION OF THE LCG COMMUNITY TRUST II. 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]
 Sponsor/Designated Beneficiary

 [Signature]
 Sponsor/Designated Beneficiary

 Date

NOTARY OF SIGNATURE

STATE OF _____

ss:

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 acknowledged 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.

 (signature and office of person taking acknowledgment)

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 II:

 [Signature]

 Date

 [Printed Name]

TRUSTEE OR DESIGNATED REPRESENTATIVE OF THE TRUSTEES,
 LCG COMMUNITY TRUST II

LCG Community Trust II
Fee Schedule

Enrollment Fee: An initial enrollment fee of \$250.00 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 - \$</u>	
<u>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.