LCG
COMMUNITY TRUST

COMMUNITY TRUST III
MEDICAID
SPEND-DOWN TRUST

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Guardians of Our Children, Inc.

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

COMMUNITY TRUST III

Joinder Agreement[1]

The undersigned hereby establishes a Trust Account under the LCG Community Trust III dated 2/15/2012 and as amended and restated thereafter in the initial sum of $_____ (must equal at least twice the amount of the monthly income deposits as set forth in LCG Community Trust III 3. E., page 5).

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._____(minimum $500)

(Note: This is supplemental information for LCG Community Trust III Trustees purposes only. This amount may be changed, subject to the minimum monthly amount requirement, at any time with no effect on this Joinder Agreement)

[1] Sometimes also referred to as a "Sponsor 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 Please specify name and title:_____

_____

☐ NO

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, any amounts remaining in the Designated Beneficiary's account (except as described in Paragraphs 6 and 7 in the Trust) 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.

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

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

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 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.

C. That all contributions made to the Trust Account will be held and administered pursuant to the provisions of the LCG Community Trust III 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 III are incorporated herein by reference. I have received and reviewed a copy of the LCG Community Trust III prior to signing this Joinder Agreement. I understand that this Joinder Agreement is irrevocable.

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

E. THAT A POTENTIAL CONFLICT OF INTEREST EXISTS IN THE ADMINISTRATION OF THE LCG COMMUNITY TRUST III. 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_____

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 aknowledge 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 III:

[Signature]	Date

[Printed Name]

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

LCG Community Trust III
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 8.5% of the required monthly deposit (income determined by Medicaid to be "spent-down"). The monthly minimum fee shall be $42.50.

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.

Minimum Monthly Deposit:	$500.00
Monthly Fee:	8.5% of monthly deposit
Minimum Monthly Fee:	$42.50 per month

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 Fee calculation
(Deducted monthly from surplus deposit)

Monthly Deposit - $ 500.00
Monthly administrative fee (8.5%) = $42.50
Annual administrative fee charged ($42.50 x 12) = $510.00

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.