

**JOINDER AGREEMENT**  
**for**  
**THE GEORGIA COMMUNITY TRUST**  
**MASTER TRUST AGREEMENT**

1. The undersigned hereby enrolls in and adopts The Georgia Community Trust Master Trust Agreement dated June 6, 2000, which Agreement is incorporated herein by reference.

2. Trust Sub-account number: \_\_\_\_\_

3. Funding of the Sub-account: (initial the appropriate terms)

A. This Sub-account is funded with those assets listed in Schedule "B" hereto. \_\_\_\_\_

B. This Sub-account will be funded at a later date. \_\_\_\_\_

C. Source of Funds: \_\_\_\_\_  
(Include court case no. or identify claim if relevant.)

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

D. Note that Sub-accounts funded with assets belonging to the Beneficiary or spouse of the Beneficiary. Funds may be withdrawn from the Georgia Community Trust, but only if distributed to another Trustee under an irrevocable agreement which recognizes State rights to recover medical assistance payments.

E. Note that the income of Sub-accounts may be taxable to the Donor or the Beneficiary.

4. Sub-account established by: (complete for each person or entity contributing funds or seeking to establish a Trust Sub- account). Use an additional sheet if necessary.

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

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

Telephone: (day): \_\_\_\_\_ (evening): \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

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

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

Telephone: (day): \_\_\_\_\_ (evening): \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

5. Life Beneficiary:

- A. Name: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
\_\_\_\_\_
- C. Social Security Number: \_\_\_\_\_
- D. Telephone: (day): \_\_\_\_\_ (evening): \_\_\_\_\_
- E. Birthdate: \_\_\_\_\_
- F. Place of birth: \_\_\_\_\_
- G. Mother's name: \_\_\_\_\_ SSN: \_\_\_\_\_
- H. Father's name: \_\_\_\_\_ SSN: \_\_\_\_\_

6. Guardians or Legal Representatives:

If the Beneficiary has a legal representative (e.g., legal guardian, conservator, representative payee, agent acting under a durable power of attorney, trustee or other legal representative or fiduciary), what is the name, address, and relationship of such person to the Beneficiary:

- A. Name: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
\_\_\_\_\_
- C. Telephone: (day): \_\_\_\_\_ (evening): \_\_\_\_\_
- D. Legal and other relationship: \_\_\_\_\_
- E. Court appointing same, if any: \_\_\_\_\_

7. Advisory Co-Trustee, to advise on the needs of the Life Beneficiary:

- A. Name: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
\_\_\_\_\_
- C. Telephone: (day): \_\_\_\_\_ (evening): \_\_\_\_\_
- D. Relationship: \_\_\_\_\_

Alternate Advisory Co-Trustee:

- A. Name: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
\_\_\_\_\_
- C. Telephone: (day): \_\_\_\_\_ (evening): \_\_\_\_\_
- D. Relationship: \_\_\_\_\_

Second Alternate Advisory Co-Trustee:

- A. Name: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
\_\_\_\_\_
- C. Telephone: (day): \_\_\_\_\_ (evening): \_\_\_\_\_
- D. Relationship: \_\_\_\_\_

8. Current Benefits. Does the Beneficiary receive:

- A. Receive Supplemental Security Income (“SSI”)? \_\_\_\_\_  
If so, how much per month? \$ \_\_\_\_\_
- B. Does Beneficiary receive Social Security Disability Insurance (“SSDI”)? \_\_\_\_\_  
If so, how much per month? \$ \_\_\_\_\_
- C. Does Beneficiary receive Medicaid? \_\_\_\_\_  
If so, what is the Medicaid card number? \_\_\_\_\_
- D. List other forms of government assistance that the Beneficiary receives:  
\_\_\_\_\_

9. If the Beneficiary is covered under any policy of health insurance, what is the insurer’s name and address, and what is the policy number?

- A. Insurer: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
\_\_\_\_\_

C. Policy No. \_\_\_\_\_

10. If the Beneficiary is covered under any prepaid funeral or burial insurance plan, what is the insurer's name and address, and what is the policy number?

A. Insurer: \_\_\_\_\_

B. Address: \_\_\_\_\_

\_\_\_\_\_

C. Policy No. \_\_\_\_\_

11. Disability.

A. What is the nature of the Beneficiary's disability?

\_\_\_\_\_

B. If the Beneficiary's condition has been medically diagnosed, what is the diagnosis?

\_\_\_\_\_

C. Has the Beneficiary been determined to be disabled in connection with an application for government benefits? Give details and attach a copy of any determination letter.

\_\_\_\_\_

\_\_\_\_\_

D. List any state or federally funded services the beneficiary is currently receiving:

\_\_\_\_\_

\_\_\_\_\_

E. If the Beneficiary does not receive any government benefits, has the beneficiary applied for same recently or in the past? If so, what is the status of the application?

\_\_\_\_\_

12. Distributions of the Remainder upon the Beneficiary's death when sub-account is funded with assets of the Beneficiary.

A. If this Sub-account is funded with the Beneficiary's own assets, federal law requires that all unspent amounts in the Beneficiary's Sub-account at the Beneficiary's death must be used to reimburse the State for medical assistance ("State Claims"), unless amounts are retained by the Trust in the Successor Trust. Transfers of assets owned by the Beneficiary are irrevocable.

If there are funds remaining in the Beneficiary's Sub-account after the Trust's remainder share has been used to satisfy the State Claims, the funds are available to be distributed to other beneficiaries of the Donor's choosing ("Final Remainder Beneficiaries").

- B. If the Sub-account is funded with assets belonging to the Beneficiary, the Donor/Beneficiary may leave the assets remaining at death or to be distributed to the Successor Trust for the benefit of other disabled, indigent Georgians. Such distributions will not be subject to a claim by the State for medical assistance.
- C. If the funds being contributed to establish the Sub-account are the property of the Beneficiary, you may initial one of the following as the authorized distribution of assets remaining at the death of the Beneficiary. If you choose to pay back states for medical assistance, any funds in excess of the amount of the state claim will be distributed to the person designated below:

(1) The Donor/Beneficiary elects the following (select one only):

- (a) \_\_\_\_\_ To the Successor Trust or,
- (b) \_\_\_\_\_ To pay back State for medical assistance and the remainder to be distributed:

<i>Name, Address &amp; Telephone Number of Final Remainder Beneficiary</i>	<i>Percentage of Final Remainder (must total 100%)</i>
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(i) \_\_\_\_\_ %

(ii) \_\_\_\_\_ %

13. Distribution of Remainder upon death of Beneficiary when Sub-account funded with assets of person other than Beneficiary:

- A. If the assets contributed to the Sub-account do not belong to the Beneficiary, and if funds remain after the life of the Beneficiary, they may be distributed to the Successor Trust for the benefit of other indigent disabled Georgians or to other persons or charitable organizations designated by the Donor. Remember that state claims will not exist when the Beneficiary's own assets are not used to fund the Trust Sub-account.

	Name, Address & Telephone Number of Final Remainder Beneficiary	Percentage of Final Remainder (must total 100%)
(1)	<u>The Georgia Community Trust, Successor Trust</u>	_____ %
(2)	_____	_____ %
(3)	_____	_____ %
(4)	_____	_____ %
(5)	_____	_____ %
TOTAL OF PERCENTAGES		100%

B. If any Final Remainder Beneficiary is deceased or dissolved at the time of distribution, the funds that would have been distributed to that beneficiary will instead be distributed to his or her descendants, per stirpes, or to successors. If a Final Remainder Beneficiary does not have descendants or successors, then that share shall lapse and will be added pro rata to the shares of the other Final Remainder Beneficiaries and, if none, to the Successor Trust or as otherwise then directed by the Donor.

14. Early Termination of the Sub-account.

Articles Six and Fourteen of the Master Trust Agreement provide that under certain circumstances a Sub-account (or the Trust) may be terminated prior to the Beneficiary's death. If the Beneficiary's Sub-account is terminated before his or her death, the Trustees will either distribute the Sub-account's funds according to Article Fourteen of the Master Trust Agreement to another Trust or, in the case of a Sub-account funded with the Life Beneficiary's own assets, to repay the state for medical assistance and any balance to another Trust.

15. Locating Final Remainder Beneficiaries.

Donor acknowledges that the Trust may incur additional costs if Final Remainder Beneficiaries or the beneficiaries of Donor's estate cannot be located easily. Donor acknowledges and agrees that the Trust may recover its reasonable costs and expenses associated with locating and communicating with such beneficiaries.

16. Fees.

- A. Donor agrees to pay the fees in accordance with Schedule "A" that is attached hereto and that may be amended from time to time. If fees are not paid in advance by Donor, the Trustees are authorized to charge such fees to a Beneficiary's Sub-account. Fees are not refundable.
- B. If the fees are not paid within sixty (60) days after notice, or if the Donor does not make arrangements acceptable to the Trustee to pay such fees, the Trustee may terminate the Beneficiary's Sub-account. Should the Donor wish to re-enroll the Beneficiary at a later date, an additional enrollment fee must then be paid and a new Sub-account will be established at that time.

17. The Donor recognizes that all disbursements are discretionary, as directed by the Trustees. Examples are advanced medical, dental, diagnostic, nursing, rehabilitation, differentials between shared and private rooms, travel, companionship, educational and cultural expenses. With this in mind, the Donor expresses the following desires as to how funds in the Trust Sub-account might be used:

Supplemental Needs:

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18. Contact Information Regarding the Sub-Account Disbursements and Other Matters:

The Georgia Community Trust  
Ridgeview Institute, Inc.  
3995 South Cobb Drive  
Smyrna, Georgia 30080-6397

19. Miscellaneous:

- A. The provisions of this Joinder Agreement may be amended only as the Donor and the Trustees may jointly agree, so long as any such amendment is consistent with The Georgia Community Trust Agreement and the then-applicable state and federal law.
- B. Taxes:
- (1) The Donor acknowledges that the Trustees have made no representation to the Donor that contributions to the Trust are deductible as charitable gifts, or otherwise.
  - (2) Donor acknowledges that Trustees have made no representations as to the gift or tax consequences of directing funds to the Trust and has recommended that the Donor seek independent legal advice.
  - (3) Trust Sub-account income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary subject to applicable exemptions and deductions. Professional tax advice is recommended.
  - (4) Trust Sub-account income may be taxable to the Trust, and when this is the case, such taxes shall be payable from the applicable Trust Sub-accounts.
  - (5) The Trust is not responsible for preparing and filing tax returns for the Life Beneficiary, but if it does so, the cost may be deducted from the Sub-account.
- C. The Trust is a pooled trust, governed by the laws of Georgia in conformity with the provisions of 42 U.S.C. § 1396p, amended August 10, 1993 by the Omnibus Budget Reconciliation Act of 1993. To the extent there is conflict between the terms of this Joinder Agreement and the Master Trust Agreement, the latter shall control.

20. Acknowledgments by Donor.

- A. Each Donor acknowledges that the Trust is not licensed in the field of social services. Donors acknowledge and agree that the Trustees may conclusively rely upon the Advisory Co-Trustee to identify programs that may be of social, financial developmental or other assistance to Beneficiaries. The Trustees, shall not in any event be liable to any Donor or Beneficiary or any other party for their acts as Trustee so long as the acts of the Trustee are within the scope of the O.C.G.A. § 30-10-8.
- B. Each Donor recognizes and acknowledges the uncertainty and changing nature of the laws, and regulations pertaining to government benefits and each Donor agrees that neither the Trust nor the Trustees will not in any event be liable for any loss of benefits as long as the acts of the Trustee are within the scope of O.C.G.A. § 30-10-8.
- C. Each Donor acknowledges and agrees that the Trustees, their agents, employees, heirs and legal and personal representatives, shall not in any event be liable to any Donor or Beneficiary or any other party so long as their acts are in good faith and within the scope of O.C.G.A. § 30-10-8.
- D. Each Donor represents, warrants and agrees that he or she has not been provided, nor is he or she relying upon, any representation of or any legal advice by The Georgia Community Trust or its settlor, The Ridgeview Institute, Inc., in deciding to execute this Joinder Agreement.
- E. Each Donor further represents, warrants and agrees:
  - (1) that he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed;
  - (2) that he or she has had the opportunity to have The Georgia Community Trust Agreement and the Joinder Agreement reviewed by his or her own attorney;
  - (3) that he or she has been provided a true and correct copy of The Georgia Community Trust Agreement and Joinder Agreement prior to the signing of this Joinder Agreement;
  - (4) that he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments;
  - (5) that the Ridgeview Institute, Inc., or its designee may be a Remainder Beneficiary of a portion of the Sub-account established hereby upon the death of the Beneficiary as provided in this Joinder Agreement;
  - (6) Advisory Co-Trustees shall serve in an advisory capacity only with no legal power to control the Sub-account in any fashion.
- F. DONOR ACKNOWLEDGES THAT THE TRUST SHARES OR SUB-ACCOUNTS ARE NOT REGISTERED AS SECURITIES UNDER THE LAWS OF THE UNITED STATES OR OF ANY STATE. The investment advisor to the Trust is listed in **Schedule “A”**.

21. Crediting of Gains

Gains from the sale or exchange of capital assets shall be permanently set aside for the Sub-accounts of the Life-beneficiaries, including but not limited to, mutual fund distributions.

22. Taxes; Indemnification by Donor

Each Donor acknowledges that a revocable trust Sub-account may be treated as a donor trust for federal tax purposes. Each Donor acknowledges that the Donor, the primary representative, or the Beneficiary shall be responsible for completing, signing and mailing federal and/or state tax returns to report any income or assets of the Trust which is taxable to them. Each Donor hereby indemnifies the Trust and the Trustees from any and all claims for tax liabilities of his or her Sub-account. This provision shall not be waived if the Trust prepares and files returns.

23. Election of Trust.

The Donor elects to have the funds allocated to Sub-accounts in the Trusts as follows:

- A. Trust I – Investment in bond mutual funds and equity mutual funds with diversified portfolios of quality domestic common stocks. \_\_\_\_\_%
- B. Trust II – Investments in obligations issued or guaranteed by the U.S. Government, and certain bank obligations such as certificates of deposit, bankers' acceptances, time deposits, and money market accounts. \_\_\_\_\_%

\*\*\*\*signatures on next page\*\*\*\*

IN WITNESS WHEREOF, the undersigned Donor(s,) having reviewed and signed this Joinder Agreement, understand it and agree to be bound by its terms, and the Trustee having accepted this Joinder Agreement, the parties hereby execute this Joinder Agreement to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Parent, Guardian, Donor or entity establishing  
this Sub-account, including the Beneficiary if the assets  
funding the Sub-account belong to the Beneficiary

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Parent, Guardian, Donor or entity establishing  
this Sub-account, including the Beneficiary if the assets  
funding the Sub-account belong to the Beneficiary

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

The Georgia Community Trust

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**SCHEDULE A**  
**TO THE JOINDER AGREEMENT**  
**TO THE GEORGIA COMMUNITY TRUST**  
**MASTER TRUST AGREEMENT**

**Fees Effective as of December 1, 1997**

The following fees, which may be changed from time to time, may be charged by the Trustees:

A. Enrollment fee: Amount

A one-time enrollment fee due at the time this Joinder Agreement is executed. The enrollment fee covers the cost of opening a Trust Sub-account for the Beneficiary. \$300

B. Annual Consultation fee:

After the Sub-account is funded, an annual consultation fee is due at the end of each calendar year (prorated for first year) \$400

C. Special Assessments:

The Trustees have authority, as necessary, to assess all Sub-accounts or certain Sub-accounts with special assessments for specific costs such as the cost of defending a Sub-account or the Trust for taking actions to preserve a beneficiary's Government Assistance, or preparing any income tax returns for the beneficiary.

D. Investment Advisor:

The investment advisor to the Trust is J.C. Bradford & Co. The Board of Trustees may appoint additional or different investment advisors from time to time, and will at all times engage as an investment advisor, investment manager or co-trustee, either (1) a bank organized under the laws of the United States, or (2) a bank or trust company organized and supervised under the laws of any state of the United States, or (3) an investment company registered under the Investment Company Act of 1940, as now or hereafter amended, or an insurance company licensed to do business in this state.

E. Investment Disclosure:

The investments of the Trust are described in a separate brochure and Donor acknowledges receiving a copy of the brochure dated \_\_\_\_\_. Donor acknowledges that the investments may change from time to time, but will be described in an annual report of the Trustees and that a copy of the most recent annual report brochure describing investments of the Trust will be available free of charge.

Initials of person or representative  
establishing the Sub-account: \_\_\_\_\_

Initials of Trust Representative: \_\_\_\_\_

**SCHEDULE B**  
**TO THE JOINDER AGREEMENT**  
**TO THE GEORGIA COMMUNITY TRUST**  
**MASTER TRUST AGREEMENT**

The following assets are hereby transferred and conveyed to the Trust:

Initials of person or representative  
establishing the Sub-account:\_\_\_\_\_

Initials of Trust Representative:\_\_\_\_\_