

**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 October 1, 2002, which Agreement is incorporated herein by reference.

2. Trust Sub-account number: \_\_\_\_\_ (will be provided by the Trust)

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. If the source of funds is the settlement or a judgment, Schedule C must be completed.

E. 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 Funds may be withdrawn from the Georgia Community Trust, but only if distributed to another Trustee under an irrevocable agreement which recognizes State rights to recover medical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.

F. 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: \_\_\_\_\_

Revised May 18, 2010

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? \_\_\_\_\_  
If so, which Medicaid program covers the beneficiary? \_\_\_\_\_
- 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 funds being contributed to establish the Sub-account are the property of the Beneficiary, you may initial 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:

\_\_\_\_\_ To pay back State for medical assistance and the remainder to be distributed:

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

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

(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. A Third Party Donor may grant the Remainder Beneficiaries designated in either paragraph 12 or 13, the power to withdraw during each year the lesser of the amount of the annual exclusion for gift tax purposes or the value of the assets transferred to the Trust during that year.

\_\_\_\_ The Donor elects to provide such right to the Remainder Beneficiary

15. 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.

16. 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.

17. 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.

18. 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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19. 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

20. 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.

21. 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"**.

22. 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.

23. 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.

24. Investment of Funds.

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 January 1, 2010**

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

- |    |  | <u>Amount</u> |
|----|--|---------------|
| A. | <b><u>Initial Enrollment and Approval Fee:</u></b><br>A one-time fee due at the time this Joinder Agreement is executed.<br>The fee is for the creation of the account and the approval process with the Georgia Department of Community Health.   | \$900         |
| B. | <b><u>Annual Administrative and Investment Fee</u></b> – During the year the trust will: <ul style="list-style-type: none"> <li>• make the necessary deposits and disbursements;</li> <li>• maintain a separate account for the beneficiary;</li> <li>• invest the excess funds to generate investment income, while making an effort to preserve capital;</li> <li>• allocate the investment income to the beneficiary’s account on a weighted average basis of the account balances during the period;</li> <li>• prepare and distribute an annual financial summary of the beneficiary’s account;</li> <li>• prepare and file the U.S. and Georgia Fiduciary Tax Returns when necessary; and</li> <li>• provide the annual financial information required by the Georgia Department of Community Health (when required).</li> </ul> <p>The fee will be computed and paid on a quarterly basis (25% of the annual amount) and the annual amount is as follows:</p> <ul style="list-style-type: none"> <li>• 1% of the average account balance on the amount up to \$700,000</li> <li>• .75% (.0075) of the amount of the average account balance of \$700,000 to \$1,000,000</li> <li>• .50% (.0050) of the amount of the average account balance above \$1,000,000</li> <li>• Minimum fee of \$600</li> </ul> |               |
| C. | <b><u>Preparation of Tax Returns:</u></b><br>Each sub-account is a trust and is generally required to file a <u>U.S. and Georgia Fiduciary Return</u> . If the return is required, we will prepare the return.   | No charge     |
|    | If the beneficiary is required to file a <u>U.S. and Georgia Individual Income Tax Return</u> , we will prepare the return if requested. [The fee is deducted from the account]  | \$300         |
| D. | <b><u>Special Assessments:</u></b> 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.  |               |
| E. | <b><u>Investment Advisor:</u></b> The investment advisor to the Trust is R.W. Baird. 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) 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.   |               |

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:

NOTE: If the source of funds is the settlement or a judgment, Schedule C must be completed.

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

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

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

If the source of funds is the settlement or a judgment, the following information must be provided:

Personal Injury Attorney

Name of Attorney: \_\_\_\_\_

Name of Law Firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Required Information

1. Copy of the settlement agreement.
2. Copy of the court order approving the settlement agreement.
3. Copy of the court order approving the transfer of funds to the Georgia Community Trust.  
(Applicable when beneficiary is a minor or when a legal guardian is appointed.)
4. Copy of the court order appointing a legal guardian (if applicable)
5. Evidence of the satisfaction of the Medicaid Lien.

Structured Settlement Broker

Name of Company: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Required Information

Copy of the annuity contract