



ADDENDUM TO POOLED TRUST JOINDER AGREEMENT

WHEREAS, under the date of _____, 20____, the undersigned Grantor executed an irrevocable Joinder Agreement for the Family Network on Disabilities National Pooled Trust (the "Agreement"), the effect of which was to establish a Trust sub-account for the sole benefit of _____; and,

WHEREAS, the Joinder Agreement reserved the right for the Grantor and Trustee to amend any provisions consistent with the Declaration of Trust and any then-applicable law;

NOW, THEREFORE, the Grantor and Trustee, under and by virtue of the Agreement, do hereby amend the Agreement as follows.

FIRST: The original Article III in the Agreement is deleted in its entirety and is replaced to read:

Article III Distributions at the Beneficiary's Death

3.1 Amount to be Retained in Trust. Upon the death of the Beneficiary, any amounts that remain in the Beneficiary's Trust sub-account shall be treated according to the provisions of this Article III. Accordingly, the greater of 20 % or \$ 5,000.00 shall be deemed surplus Trust property and shall be retained and used by the Trust pursuant to the provisions of paragraph 3.5 below.

3.2 Balance to be Released From Trust. Any balance that remains, over and above the greater of 20 % or \$ 5,000.00, shall be released from the Trust. Upon release from the Trust, and pursuant to 42 U.S.C. §1396p (d)(4)(C)(iv), such released balance shall be distributed to each state in which the Beneficiary received government assistance, based on each state's proportionate share of the total government assistance paid by all of the states on the Beneficiary's behalf. In no event shall a distribution to any state under this paragraph 3.2 be greater than the total amount of public assistance paid on behalf of the Beneficiary by that state.

3.3 Remainder Amount. After following the provisions in paragraphs 3.1 and 3.2 above, any balance that remains shall be distributed according to the following instructions:

purpose or direction provided by the donor shall be subject to all of the provisions of this Article III.

SECOND: Each and every Article, paragraph, term, and provision of the Agreement not specifically amended in this Amendment is re-declared and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Grantor has signed this Addendum to Pooled Trust Joinder Agreement on this ____ day of _____, 20____, and the Trustee, by and through its agent, has accepted and signed same on this ____ day of _____, 20____.

GRANTOR'S SIGNATURE

WITNESS SIGNATURES (2)

Grantor Signature

1. _____
Witness Signature

Please Print Name

Please Print Name

Address: _____

Address: _____

2. _____
Witness Signature

Please Print Name

Address: _____

STATE OF FLORIDA))
COUNTY OF _____))

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____, _____ (year), by _____ who [] is personally known by me, or who [] produced _____ as identification.

Notary Public

**Family Network on Disabilities of
Florida, Inc., Trustee**

WITNESS SIGNATURES (2)

By: _____
Richard La Belle
Executive Director
26750 US Hwy 19 N, STE 410
Clearwater, FL 33761

1. _____
Witness Signature

Please Print Name
Address: _____

2. _____
Witness Signature

Please Print Name
Address: _____

STATE OF FLORIDA))
COUNTY OF PINELLAS))

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or []
online notarization, this _____ day of _____, _____ (year), by _____ who [] is
personally known by me, or who [] produced _____ as identification.

Notary Public