

# 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 <u>Amount to be Retained in Trust.</u> 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 <u>Balance to be Released From Trust.</u> Any balance that remains, over and above the greater of <u>20</u>% or <u>\$5,000.00</u>, shall be released from the Trust. Upon release from the Trust, and pursuant to 42 U.S.C. <u>\$1396p</u> (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 <u>Remainder Amount.</u> After following the provisions in paragraphs 3.1 and 3.2 above, any balance that remains shall be distributed according to the following instructions:



3.4 <u>When No Balance Remains.</u> If no balance would remain after following the provisions in paragraphs 3.1 and 3.2 above, or if the balance would be \$ <u>1,000.00</u> or less, then the entire amount remaining in the Beneficiary's Trust sub-account shall be deemed surplus Trust property and shall be retained by the Trust. Likewise, the entire amount remaining in the Beneficiary's Trust sub-account shall be deemed surplus Trust property and shall be retained by the Trust. Likewise, the entire amount remaining in the Beneficiary's Trust sub-account shall be deemed surplus Trust property and shall be retained by the Trust if any party listed above: 1) waives their interest hereunder; 2) cannot be located after a reasonable and diligent search; or, 3) is otherwise unable to receive their interest.

3.5 <u>Use of Surplus Trust Property.</u> In the Trustee's sole discretion, all retained surplus Trust property, whether such property is property described above in paragraph 3.1 or paragraph 3.4, shall be used according to the following provisions:

a) for the direct or indirect benefit of other Beneficiaries;

b) to add disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), who are indigent to the Trust as Beneficiaries; or,

c) to provide disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), with equipment, medication, or services deemed suitable for such persons by the Trustee.

3.6 <u>Gifts and Devises</u>. Gifts or devises to the Trust shall also be treated similarly unless a specific purpose or direction is provided by the donor. However, any such specific

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\_\_\_\_, 20\_\_\_\_.

#### GRANTOR'S SIGNATURE

#### WITNESS SIGNATURES (2)

Grantor Signature

Please Print Name

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

1.\_\_\_\_\_ Witness Signature

Please Print Name

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

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

### WITNESS SIGNATURES (2)

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