

THIRD-PARTY COMMUNITY TRUST JOINDER AGREEMENT

EIN: 45-6279857

**This is a binding legal document. Please review carefully before entering into this agreement.
We encourage you to seek professional advice before signing.**

The undersigned, _____, Grantor, hereby makes the following contribution(s) to **THE SHARED HORIZONS THIRD PARTY COMMUNITY TRUST (the "Trust")** to be held on the terms and conditions specified in the attached Declaration of Trust (the "Declaration") on this _____ day of _____, in the year _____ for the benefit of _____ (beneficiary). The Declaration is attached hereto as *Exhibit A* and incorporated herein by reference. By signing this Trust Agreement (the "Agreement"), the Grantor establishes an Individual Account, as described in the Declaration, for the above-named beneficiary.

I. DEFINITIONS:

- A. **Trust.** "Trust" is the trust established by this agreement.
- B. **Shared Horizons.** "Shared Horizons" is Shared Horizons, Inc., a District of Columbia not-for-profit corporation serving as trustee.
- C. **Beneficiary.** "Beneficiary" is a person for whom an Account is established.
- D. **Person with Disability; Disabled Person.** For the Trust, a "person with disabilities" is an individual who is disabled within the meaning of Section 1614(a)(3) of the Social Security Act, 42 U.S.C. § 1382c (a) (3), or who is likely, to a reasonable degree of medical certainty, to become disabled before attaining the age of sixty-five (65) years within the meaning of the foregoing statute due to an existing medical or mental condition.
- E. **Grantor.** "Grantor" is any person who establishes an Account within this Trust for the benefit of a Beneficiary or who contributes his, her or its assets to an existing Account within this Trust for the benefit of a Beneficiary, whether such contribution is by gift, devise, bequest, beneficiary designation, contract, agreement court order, or otherwise.
- F. **Representative.** Representative is the person identified in a Joinder Agreement as the person with whom the Trustee is authorized to communicate regarding a Beneficiary and his or her Account. A Beneficiary may have more than one Representative.

- G. **Account.** "Account" is the financial account within the Trust maintained for the benefit of a Beneficiary. The balance of an Account at any time equals the value of the assets contributed on the Beneficiary's behalf by the Grantor less disbursements made on behalf of the Beneficiary, increased by the Account's proportionate share of the Trust's earnings and appreciation, less the Account's allocable share of taxes, expenses, depreciation, and fees as outlined in the Joinder Agreement and as calculated per the Trust, and such other costs and expenses allocated to the account of the Beneficiary per the Trust.
- H. **Joinder Agreement.** "Joinder Agreement" is the binding document established by a third party (parent, relative, friend, etc.) in which funds can be transferred to supplement the life needs of a person with a disability.
- I. **Trustee.** "Trustee" is the entity then serving as Trustee under Article VIII of this Trust, and its successor or successors.
- J. **Assets.** "Assets" of the Trust shall include both corpus and income of the Trust.
- K. **Governmental Assistance.** "Governmental Assistance" is assistance and benefits provided by any agency of government, Federal, State, or local, including the U.S. Social Security Administration and (without limitation) programs under Titles II, XVI, and XIX, Supplemental Security Income, Medicare, and Medicaid (respectively), and similar assistance, benefits, and services other government agencies provide.
- L. **Special needs.** "Special needs" are the requisites for maintaining the health, safety, and welfare of a Beneficiary when, at the discretion of the Trustee, such requisites are not available from a public agency, office, or department of the state where he resides or from the Federal government.
- M. **Internal Revenue Code.** "Internal Revenue Code" is the Internal Revenue Code of 1986, as amended from time to time.

II. GRANTOR INFORMATION

Name of Grantor	Relationship to Beneficiary
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Address

Telephone #	E-mail Address
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III. BENEFICIARY INFORMATION

Name of beneficiary	Date of Birth	Social Security #
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Address

Please describe the Beneficiary's disability:

What is the Beneficiary's current prognosis?

IV. BENEFITS

Please check all Governmental Assistance benefits the Beneficiary currently receives:

- SSI (SUPPLEMENTAL SECURITY INCOME) How much per month? _____
- MEDICAID HUD/Section 8
- SSDI (SOCIAL SECURITY DISABILITY) How much per month? _____
- MEDICARE
- OTHER BENEFITS

V. FUNDING INFORMATION

A. Please indicate the time at which the sub-account will be funded:

- Immediate (when opening the account)
- Future—a copy of your Estate Plan (either your Will or Revocable Living Trust or insurance policy must be provided)

Please indicate the anticipated source of funds:

- Cash
- Life Insurance
- Bequest
- Distribution from a trust
- Real Estate
- Stocks or Bonds

A copy of sourced documents must accompany this Joinder Agreement.

B. Anticipate Funding Amount: \$ _____

VI. DESIRED USE OF TRUST

A. Distributions to or for Beneficiary (initials of Grantor required)

_____ I understand that the income and principal will be distributed on behalf of the beneficiary at the Trustees' discretion.

CHOOSE ONE:

_____ The Grantor intends that the Trust Fund be available as needed for the benefit of the beneficiary.

OR

_____ The Grantor intends that the Trust Fund last during the beneficiary's projected life expectancy.

Although all distributions are at the Trustees' discretion, the Grantor identifies the following list of desired distributions:

The Grantor also prohibits the following disbursements:

B. _____ The Grantor agrees to the Fee Schedule and understands it will be reviewed annually and adjusted periodically by the Shared Horizons' Board of Directors.

VII. DISTRIBUTIONS UPON THE DEATH OF THE BENEFICIARY:

Please provide your instructions for final distributions should funds remain in the sub-account upon the Beneficiary's death. This can include Shared Horizons, Inc., the non-profit organization administering the Third-Party Trust, and the Wesley Vinner Memorial Trust.

Gifting even a portion of the remainder will help us continue our charitable mission. However, including Shared Horizons in the final distribution is not required.

I, _____, Grantor, acknowledge the following distributions upon the beneficiary's death:

- The Trust shall retain the portion of the remainder that represents the total annual fees due the Trustee for the annual or calendar billing period in which the Beneficiary died.

1st Remainder Information:

Name	Telephone
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Address

Date of Birth	Social Security # or Federal ID #
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Percentage: _____%

2nd Remainder Information:

Name	Telephone
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Address

Date of Birth	Social Security # or Federal ID #
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Percentage: _____%

3rd Remainder Information:

Name	Telephone
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Address

Date of Birth	Social Security # or Federal ID #
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Percentage: _____%

Make sure the total percentages add up to 100% if you name more than one beneficiary. Otherwise, Shared Horizons, Inc. will retain the % balance remaining in the Trust.

VIII. ACCOUNTS

- 8.1. **Accounts.** A separate Account shall be maintained for each Beneficiary. For purposes of investment and management of funds, the Trustee may pool the Accounts for all Master Pooled Trusts of which it is then the Trustee. The Trustee shall maintain records for each Account in the name of and showing the assets contributed for each Beneficiary, along with increases in expenditures and costs of such Account.
- 8.2. **Fees and Expenses.** The fees and expenses associated with each Account shall be charged as described in the Joinder Agreement or as established by the Trustee occasionally.
- 8.3. **Annual Reports.** For accounting purposes, the Trust and each Account shall be operated on a calendar year basis. The Trustee shall provide periodic accountings at least annually to each Grantor, conservator or guardian (if any), Representative, and, if so, provided in the Joinder Agreement, to the Beneficiary. These annual reports shall show all receipts, disbursements, and distributions to or from such Account during the previous year. The Trustee shall also cause to be prepared on behalf of each Account per the actual time and expense incurred for preparing such tax returns and/or reports for that Account.
- 8.4. **Income Taxation Reporting.**
- (A) For each Account that is a grantor trust under the Internal Revenue Code, the annual report provided under Section 8.3 shall be provided on a calendar year basis by February 28 or 29 of the succeeding year. The individual who is the grantor of the Account for Federal income tax purposes shall provide the Trustee with a tax identification number, which may, but does not need to be, the individual's Social Security number. The Trustee shall report all distributions of income as required by law. The Grantor, by execution of the Joinder Agreement, indemnifies the Trustee from all claims for income tax liabilities attributable to his or her Account, which is taxed as a grantor trust under the rules of the Internal Revenue Code.
- (B) For each Account that is not a grantor trust under the Internal Revenue Code, the Trustee shall file an income tax return and shall pay with Account assets any taxes the liability for which arises due to the income of the Account.
- 8.5. **Account Records Available for Inspection.** The records of each Account shall be available at all reasonable times for inspection by any person entitled to an Annual Report under Section 8.3. The Trustee shall not disclose information about an Account except to a person entitled by law thereto.
- 8.6. **The initial Representative shall be a party identified by the Grantor(s) and may change from time to time by the Grantor(s) or a representative after their death.**
The Grantor names the following person or people as representative(s) to act on behalf of the Beneficiary named in this Trust document:

Beneficiary Name: _____

1st:

NAME/RELATION TELEPHONE#

ADDRESS

2nd:

NAME/RELATION TELEPHONE#

ADDRESS

3rd:

NAME/RELATION TELEPHONE#

ADDRESS

IN WITNESS, WHEREOF, the undersigned Grantor has signed this Joinder Agreement on this ____ day of _____, _____, and the Trustee has accepted and signed this Joinder Agreement on this ____ day of _____, _____.

GRANTOR'S SIGNATURE:

Grantor Signature

Grantor Signature

Print Name

Print Name

Address

Address

THE SHARED HORIZONS THIRD-PARTY POOLED SPECIAL NEEDS TRUST

By: _____
Signature of Shared Horizons' CEO

Yolanda Mazyck
Print Name

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