



LABOR & INDUSTRY FOR EDUCATION, INC. (LIFE, INC.)

LIFE, Inc. Pooled Trust I

(Self-Settled Monthly Spend Down Trust)

TRUST JOINDER AGREEMENT FOR SPOUSES

And Ancillary Documentation

Labor & Industry For Education, Inc.
112 Spruce Street, Suite #5
Cedarhurst, NY 11516
516-374-4564 ext. 3
www.lifetrusts.org

Grantors Background Information Sheet

1. SPOUSE #1:

Name of Grantor: _____

a) Grantor Address:

b) Telephone: Home: () _____

Work: () _____

Cell: () _____

c) Email Address: _____

d) Grantor Social Security Number: _____

e) Grantor Date of Birth: _____

f) Gender M__ F__

SPOUSE #2

Name of Grantor: _____

a) Grantor Address:

b) Telephone: Home: () _____

Work: () _____

Cell: () _____

c) Email Address: _____

d) Grantor Social Security Number: _____

e) Grantor Date of Birth: _____

f) Gender M__ F__

2. Authorized Contact Information:

The following person(s) is/are authorized to speak with LIFE, Inc. regarding the Trust.
Please note that unless listed herein, LIFE will not speak with anyone regarding the Grantors or the trust:

a. Name of Individual or Agency: _____

Relationship: _____

Work Phone Number: _____

Cell: _____

Email Address: _____

Address: _____

b. Name of Individual or Agency: _____

Relationship: _____

Work Phone Number: _____

Cell: _____

Email Address: _____

Address: _____

c. Name of Individual or Agency: _____

Relationship: _____

Work Phone Number: _____

Cell: _____

Email Address: _____

Address: _____

3. a) Please list any person with authority to make disbursement requests other than Grantors:

b) Please list the e-mail address of the person who should receive monthly statements or tax information. (Please note that all correspondence will be issued electronically, unless otherwise requested.)

c)

4. Grantors Living Arrangement:

a) Please describe Grantors' current living arrangement:

Lives Independently: ___ Lives with Family Members: ___ Family Care: ___

Supervised Home: ___ Supportive Home: ___ Nursing Home: _____

Assisted Living: ___ Other: _____

b) Does Grantor receive a clothing/personal expenses allotment as part of his/her living arrangement?

SPOUSE #1: Yes ___ No ___ If yes, how much? _____

SPOUSE #2: Yes ___ No ___ If yes, how much? _____

5. Disability:

What is the nature of Grantors' disability?

SPOUSE #1:

SPOUSE #2:

6. Guardianship:

- a) Does Grantor have a court appointed guardian? If yes, please provide documentation of guardianship

SPOUSE #1: Yes ___ No ___

SPOUSE #2: Yes ___ No ___

- b) SPOUSE #1: Is the Guardianship of the Person ___ Property ___ Both ___ N/A ___
SPOUSE #2: Is the Guardianship of the Person ___ Property ___ Both ___ N/A ___

- c) Please list any special additions to, or exemptions from, guardianship:

SPOUSE #1:

SPOUSE #2:

- d) Provide the name and address for each guardian:

7. Grantor Income:

- a) What is the estimated monthly income which will be distributed in the account? We understand that this is an estimate only and you will not be held to this amount at any future time.

\$ _____

- b) Please list all sources of Grantor Income:

Type of Benefit:	Yes/No	Approximate Monthly Amount for	
		Spouse #1:	Spouse #2:
Supplemental Security Income (SSI)			
Social Security Disability Income (SSDI)			
Social Security Retirement Income (SSA)			
Food Stamps			
Section 8 Housing			
Other (Please Specify)			
Other			
Other*			

**Please submit an additional sheet if you require more space*

- c) Is the purpose of establishing this Trust to shelter Income? Yes ___ No ___

- d) Is Grantor currently on Medicaid?

SPOUSE #1: Yes ___ No___ Pending ___ If yes, what is Grantor's Medicaid Card Number: _____

SPOUSE #2: Yes ___ No___ Pending ___ If yes, what is Grantor's Medicaid Card Number: _____

8. Please list the individual or Agency who will be submitting the Trust documentation to any applicable governmental agency (e.g. Medicaid, Social Security, etc.)

Name: _____

Agency: _____

Phone Number: _____

Address: _____

Email: _____

9. Does Grantor have any funeral arrangements in place?

SPOUSE #1: Yes ___ No ___

SPOUSE #2: Yes ___ No ___

Please describe: _____

10. Does Grantor have a Life Insurance Policy in place?

SPOUSE #1: Yes ___ No ___

SPOUSE #2: Yes ___ No ___

TRUST JOINDER AGREEMENT

Pooled Trust I

(Self-Settled Monthly Spend Down Trust)

This Trust Joinder Agreement (“Agreement”) is entered into by Labor & Industry For Education, Inc. (“Trustee”), having an office at 112 Spruce Street, Suite 5, Cedarhurst, NY 11516 and the “Grantors” as set forth below:

1. Defined Terms. All capitalized terms used in this Agreement, which are not defined in this Agreement, shall have the meanings ascribed to them in the Master Pooled Trust Agreement (the “Trust”) dated as of February 29, 2012 by and among Labor & Industry For Education, Inc., as Settlor, LIFE as lead co-Trustee of the Trust.

2. Name of Grantors. The names and address of the Grantors to the Trust are:
Grantor #1: _____

Grantor #2: _____

(“Grantors”).

3. Establishment of Trust. (a) The purpose of this Trust is to create an irrevocable pooled trust for the sole benefit of the disabled (as such term is defined in the Social Security Act and more fully set forth in the Trust) Grantors for the needs of such Grantors during their lifetime. Because this is an irrevocable trust, Grantors may not revoke this Agreement or access any of the trust property which has been put into the Trust.

(b) With the full execution of this Agreement, as well as pursuant to all of the terms, provisions and covenants of the Trust, Grantors have hereby delivered to Trustee the minimum amount of trust property (as such term is defined in the Trust) in order to establish a sub-account under the Trust.

(c) By executing this Trust Joinder Agreement, Grantors agree to be bound by all of the terms, covenants and conditions of the Trust and any and all amendments thereto.

4. Trust Fees. Grantors hereby agree to pay all of the fees of Trustee in accordance with the Fee Schedule, previously provided to Grantors, as well as any amendments to such Fee Schedule as may be made by Trustee from time to time.

5. Contributions to the Trust. (a) Grantors shall be required to make such monthly contributions as are required by Medicaid (estimates based upon the amount set forth in the Grantor Background Information Sheet). In the event the amount in Grantors' sub-account falls to less than \$50 for more than 2 months, Trustee may close the account and remove Grantors from the Trust.

(b) Any additional contributions to the sub-account by Grantors or any other party shall be deemed to be Trust property and shall be used solely for the benefit of the Grantors pursuant to the terms of the Trust.

6. Distributions. Distribution requests made to the Trustee shall be in writing; all in accordance with the written procedures as established by Trustee from time to time.

7. Disclosure of Conflict of Interest/Waiver. Grantors, or any person legally executing a Sub-Trust Joinder Agreement on behalf of Grantors, hereby acknowledge a potential conflict of interest in the Trust administration since, pursuant to the terms and conditions of the Trust, any remaining funds in the Grantors' sub-account shall remain with the Trust to be used as herein set forth. By executing and delivering this Agreement to Trustee, Grantors or any party claiming through Grantors, hereby waive any and all claims against the Settlor, Trust or any Trustee for self-dealing or conflicts of interest arising out of the terms and conditions of this Agreement.

8. Governing Laws. (a) This Trust shall be governed by the laws of the State of New York. All accounting and administrative services shall be done in Nassau County, New York, the corporate home of LIFE. Federal law may also be applicable in the event of a conflict of laws.

(b) Invalidity of Provisions. Should any provision of this Agreement be deemed illegal, invalid or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and fully enforceable thereunder.

(c) Counterparts. This Agreement may be signed in any number of counterparts all of which, when taken together, shall constitute a fully executed agreement.

9. Acknowledgement of Grantors: The undersigned Grantors hereby acknowledge that by executing this Trust Joinder Agreement, Grantors are entering into a trust with Trustee pursuant to the terms and conditions of the Master Pooled Trust Agreement.

This Agreement is hereby executed as of _____, _____, 201_, which is the date that this Agreement is fully executed by both parties.
(Please do not fill in this section. For trust use only.)

GRANTOR SPOUSE #1:

Sign Here: _____
Print Name:

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

GRANTOR SPOUSE #2:

Sign Here: _____
Print Name:

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

TRUSTEE:

LABOR & INDUSTRY FOR EDUCATION, INC.

By: _____

Name:

Title:

STATE OF NEW YORK)

) ss.:

COUNTY OF)

On the ___ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public