



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

Pooled Trust II

(Asset Trust)

TRUST JOINDER AGREEMENT

And Ancillary Documentation

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

Grantor Background Information Sheet

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__

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 Grantor or the trust:

Name of Individual or Agency: _____

Relationship: _____

Work Phone Number: _____

Cell: _____

Email Address: _____

Address: _____

Name of Individual or Agency: _____

Relationship: _____

Work Phone Number: _____

Cell: _____

Email Address: _____

Address: _____

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 Grantor:

- b) Please list the person or agency who should receive any Trust issued statements or tax information as well as their address:

4. **Grantor Living Arrangement:**

- a) Please describe Grantor's 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?

Yes ___ No ___ If yes, how much? _____

5. Disability:

What is the nature of Grantor's disability?

6. Guardianship:

a) Does Grantor have a court appointed guardian? Yes ___ No ___
If yes, please provide documentation of guardianship.

b) Is the Guardianship of the Person ___ Property ___ Both ___ N/A ___

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

d) Provide the name and address for each guardian:

7. **Grantor Asset:**

- a) What is the estimated amount of assets 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.

\$ _____

Please set forth the types of assets which will be put in the trust:

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

- c) Is Grantor currently on Medicaid? 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? Yes ___ No ___

Please describe: _____

10. Does Grantor have a Life Insurance Policy in place? Yes ___ No ___

TRUST JOINDER AGREEMENT

Pooled Trust II

(Asset 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 “Grantor” 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 Grantor. The name and address of the Grantor to the Trust is:

(“Grantor”).

3. Name of Beneficiary. The name and address of the Beneficiary of the Trust is:

(“Beneficiary”).

4. 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) Beneficiary for the needs of such Beneficiary during their lifetime. Because this is an irrevocable trust, Grantor 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, Grantor has 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, Grantor agrees that is it bound by all of the terms, covenants and conditions of the Trust and any and all amendments thereto.

5. Trust Fees. Grantor hereby agrees to pay all of the fees of Trustee in accordance with the Fee Schedule, previously provided to Grantor, as well as any amendments to such Fee Schedule as may be made my Trustee from time to time.

6. Contributions to the Trust. (a) Grantor shall be required to make such contributions as are necessary pursuant to Medicaid (estimates based upon the amount set forth in the Beneficiary Background Information Sheet) are available on deposit.

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

7. Distributions. Distribution requests made to the Trustee shall be in writing; all in accordance with the written procedures set forth by LIFE from time to time.

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

9. 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.

10. Acknowledgement of Grantor: The undersigned Grantor hereby acknowledges that entering into a trust and executing this Trust Joinder Agreement

This Agreement is hereby executed as of _____, _____, 201_, the date this Agreement is signed by both parties.

GRANTOR:

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