**COMMUNITY LIVING CORPORATION, INC.**

**CLC SUPPLEMENTAL NEEDS POOLED TRUST 2**

**A TRUST FUNDED BY PEOPLE WITH DISABILITIES**

**JOINDER AGREEMENT**

The undersigned Sponsor, on this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_ hereby establishes a Trust Account under the Community Living Corporation, Inc. Pooled Trust 2 (CLC Pooled Trust 2), in the initial amount of $\_\_\_\_\_\_\_\_\_\_\_.

1. **SPONSOR IS**: \_\_\_BENEFICIARY \_\_\_PARENT \_\_\_LEGAL GUARDIAN

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*If Trust Account is being established pursuant to a court order please provide a copy of the order.

2. **BENEFICIARY**:

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Residence: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Disability: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. **DISTRIBUTION OF TRUST** **UPON THE DEATH OF THE BENEFICIARY**

a. Upon the death of the Beneficiary, after the payment of permissible administrative expenses such as (a) taxes due to the State(s) or Federal government because of the death of the Beneficiary and (b) reasonable fees for administration of the Trust Account such as an accounting of the Trust Account to a court, completion and filing of documents, or other required actions associated with termination and wrapping up of the Trust Account, the remaining balance of the Trust Account shall be credited to the CLC Pooled Trust 2 “Remainder Trust Account” which amount may be used for the purpose of providing direct supplemental needs assistance to any individual who is disabled pursuant to Social Security Law Section 1614(a)(3) [42 USC 1382c(a)(3)], whether or not such individual is a current Beneficiary of a Trust Account. Amounts in the Remainder Trust Account shall also be available to the Trustees for the purpose of providing indirect supplemental needs assistance to or on behalf of individuals with disabilities and to meet any administrative and/or operating expenses incurred by the Trust. To the extent that amounts remaining in a Beneficiary's account upon the death of the Beneficiary are not retained by the Trust and credited to the Remainder Trust Account, to be used in furtherance of the purposes stated above, the Trust shall pay to the States from such deceased Beneficiary’s Trust Account any remaining amounts equal to the total amount of medical assistance paid on behalf of the Beneficiary under the State plans pursuant to 42 USCS §§ 1396 et seq.

b. All final disbursement requests must be submitted within ninety (90) days of the Beneficiary's death and upon submission of the death certificate. Only expenses incurred prior to the Beneficiary's death will be considered.

c. Funeral expenses will only be paid pursuant to a Medicaid eligible pre-need funeral agreement established prior to the Beneficiary's death. Funeral Expenses will not be paid after the Beneficiary's death.

4. **ADVOCATE(S):** (Someone you trust who can contact us with reference to your account).

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Relationship to Beneficiary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Relationship to Beneficiary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. **COURT APPOINTED GUARDIAN**: (Please provide Letters of Guardianship)

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Relationship to Beneficiary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. **CASE MANAGER**:

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. **FUNDING SCHEDULE:** Upon acceptance of Joinder Agreement by Trustee or Designee. Checks should be made payable to “CLC Pooled Trust 2 F/B/O \_\_\_\_\_\_\_\_\_\_\_ [insert beneficiary’s name]”

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Source of Funds: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. **Structured Settlement Payments (if any)**

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Source of Funds: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. **Would you like to receive a bank statement regarding your trust?**

 \_\_\_\_\_ Yes \_\_\_\_\_ No

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10. **BURIAL PLAN** \_\_\_\_\_ Yes \_\_\_\_\_ No

 Name of Funeral Home \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

11. **TAXES**  (Does beneficiary file an Income Tax Return) \_\_\_\_\_ Yes \_\_\_\_\_ No

12. **GOVERNMENT BENEFITS** (Please check all that apply)

\_\_\_ SSI. Amount $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(please attach copy of award letter/check)**

\_\_\_ SSDI. Amount $ \_\_\_\_\_\_\_\_\_\_\_\_\_ **(please attach copy of award letter/check)**

 \_\_\_ SS. Amount $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(please attach copy of award letter/check)**

 \_\_\_ Other Benefits. Source: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount: $ \_\_\_\_\_\_\_\_\_\_

 \_\_\_ Section 8 Housing Subsidy. Amount $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_ Medicaid. (**please provide card number**) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_ Medicare. (**please provide card number**) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_ Pension. Payer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_ Additional Income. Source: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount: $ \_\_\_\_\_\_\_\_

 \_\_\_ Whole Life Insurance Policy. Amount: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*It is the responsibility of the sponsor and/or beneficiary to inform CLC Foundation, Inc. of any changes to these benefits.

13. **IS A COURT REPORT REQUIRED?** \_\_\_\_\_ Yes \_\_\_\_\_ No

 Court Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Court Examiner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14. **ATTORNEY**:

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

15. **FEES:** Fees are as set forth on Schedule A at the end of this Agreement.

16. **ACKNOWLEDGEMENT OF MINIMUM FUNDING REQUIREMENTS**:

 The undersigned Sponsor acknowledges that there is a required initial minimum contribution to the Trust Account in the amount of $10,000 (unless waived by the Administrative Trustee) which must be paid upon the acceptance of this Joinder Agreement by the Administrative Trustee. For Surplus income beneficiaries an amount equal to twice the estimated required spend down amount is required upon opening the trust.

17. **LEGAL AND TAX CONSEQUENCES OF JOINDER AGREEMENT**:

 The undersigned Sponsor acknowledges that the signing of this document creates a legal agreement and contributions to the Trust Account may have tax consequences. The Sponsor has been advised to consult with an attorney or advisor before signing this Joinder Agreement.

18. **ADMINISTRATION OF THE TRUST ACCOUNT PURSUANT TO THE CLC SUPPLEMENTAL NEEDS POOLED TRUST 2:**

 The undersigned Sponsor acknowledges that all contributions made to the Trust Account will be held and administered pursuant to the provisions of the Community Living Corporation, Inc. Supplemental Needs Pooled Trust 2, including any amendments to the Trust made after the date of this Joinder Agreement. The provisions of the Community Living Corporation, Inc. Supplemental Needs Pooled Trust 2 are incorporated herein by reference. The Sponsor has reviewed a copy of the Community Living Corporation, Inc. Supplemental Needs Pooled Trust 2 Trust Agreement prior to signing this Joinder Agreement. The Agreement is available online (**www.clcpooledtrust.org).**

19. **WAIVER OF POTENTIAL CONFLICT OF INTEREST:**

 There may be potential conflicts of interest in the administration of the Trust because (a) trust funds may be used to pay for services provided to a beneficiary by Community Living Corporation (“CLC”), CLC Foundation, Inc. or affiliated enterprises and (b) the Trust retains those funds remaining in the Trust at the time of death of the beneficiary. The undersigned acknowledges these potential conflicts of interest and expressly waives any and all claims against the Trustees and any successor Trustees on account of self-dealing, conflict of interest of any other act related to their affiliation with CLC, banks, investment advisors or any affiliated entities.

20. **DISPUTE RESOLUTION**: If any dispute arises between or among the parties hereto, including the Beneficiary, concerning any matter related to or arising from this Joinder Agreement and/or Trust, the parties to such dispute shall proceed in good faith to negotiate a resolution of such dispute and if not resolved through negotiation by the 90th day after written notice of such dispute was provided by the complaining party to the other party to the dispute, such dispute will be resolved: (1) by arbitration to be conducted by a single arbitrator pursuant to the Rules of the American Arbitration Association, which arbitration shall be conducted in Westchester County, New York, or (2) by such other methods or procedures as the parties mutually agree. If arbitration is used, the parties will complete all submissions to the arbitrator within 45 days of choosing the arbitrator, and the arbitrator will provide a final ruling on each dispute within thirty (30) days of the final submission by the parties

By signing below, the sponsor certifies that the designated beneficiary is disabled as defined in Social Security Law Section 1614(a)(3)[42 USC 1382c(a)(3)].

Please sign where indicated in the presence of a Notary Public and return the original to our office.

Sponsor Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**To be binding, this Joinder Agreement document must be acknowledged by a Licensed Notary.**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Office of individual taking acknowledgment

=====================================================================

The foregoing Joinder Agreement is hereby accepted by the undersigned on behalf of the Community Living Corporation Supplemental Needs Pooled Trust 2.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Trust Officer

 CLC Foundation, Inc.

 Administrative Trustee

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name

**SCHEDULE A – FEE SCHEDULE**

Set-Up Fee: $350.00

Annual Fee: $1,250.00 plus 1.5% of any trust funds in excess of $50,000.00

 Example: A new trust with a market value of $100,000.00

 1st 50,000.00 = $1,250.00

 2nd 50,000.00 = $ 750.00

 1x only admin fee $ 350.00

 Total Fee $2,350.00

Fees are charged at the opening of the Trust and on each anniversary thereafter based on the average annual balance.

\*Annual fee will be reduced by 50% ($625.00) for trust account balances under $10,000.00.

\*\*Annual fee does not apply to surplus income and annuity / structured-settlement trust accounts

 which are charged a pro-rated monthly fee.

**Additional Fees:**

Annual Investment Manager Fees (charged quarterly):

 0.65% on trust accounts with balances of $50,000.00 or greater

 0.15% on trust accounts with balances of less than $50,000.00

 \*no fee on accounts with all cash

Annual Co-Trustee Fee (charged quarterly): 0.5% on trust accounts with balances of $15,000.00 or greater

Wind-Up Fee (upon termination of trust):

$1,500.00 plus 2% of any trust funds in excess of $100,000.00 up to $500,000.00 plus

1% of any trust funds in excess of $500,000.00

A fee of $225.00 will also be charged annually in July to each trust account balance over $2,000.00. This is to assist with the cost of annual audits and tax returns which CLC Foundation, Inc. is required to file on behalf of the Trust.

Accounts requiring special accommodations may be assessed a fee in addition to those listed above. These fees will be determined on a case-by-case basis and will be disclosed to the account beneficiary (or his/her representative) at the time they are assessed.

Fees are subject to change at the Administrative Trustee’s discretion.

**Example: Existing account valued at $200,000.00 upon termination of the trust**

Wind-up Fee

1st $100,000.00 = $1,500.00

2% $100,000.00 = $2,000.00

Total $3,500.00

**Example: Existing trust account valued at $9,000.00**

Trust Administration

1st 50,000.00 (reduced by 50%) = $625.00

Audit / tax return fee = $225.00

 $850.00

Investment Management N/A (all cash)

Co-Trustee Fee

.5% accounts $15,000 or greater N/A

Total $850.00

**Example: A new trust account valued at $15,000.00**

Trust Administration

1x only set-up fee = $350.00

1st 50,000.00 $1,250.00

Audit / tax return fee = $225.00

 $1,825.00

Investment Management N/A (all cash)

Co-Trustee Fee

.5% accounts $15,000 or greater N/A

Total $1,825.00

**Example: Existing account valued at $50,000.00 upon termination of the trust**

Wind-up Fee = $1,500.00

**Example: A new trust account valued at $100,000.00**

Trust Administration

1x only set-up fee = $350.00

1st 50,000.00 = $1,250.00

2nd 50,000.00 = $750.00

Audit / tax return fee = $225.00

 $2,350.00

Investment Management

.65% accounts $50,000 or greater = $650.00

Co-Trustee Fee

.5% accounts $15,000 or greater = $500.00

Total $3,500.00

**Example: Existing trust account valued at $40,000.00**

Trust Administration

1st 50,000.00 = $1,250.00

Audit / tax return fee = $225.00

 $1,475.00

Investment Management

.15% accounts less than $50,000 = $60.00

Co-Trustee Fee

.5% accounts $15,000 or greater = $75.00

Total $1,610.00