

**IRREVOCABLE JOINDER AGREEMENT**  
**for the**  
**COMMUNITY THIRD PARTY POOLED TRUST**  
**Corporation of Guardianship, Trustee**

This IRREVOCABLE JOINDER AGREEMENT on behalf of [REDACTED], (hereinafter "BENEFICIARY") is entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by [REDACTED] (hereinafter "ESTABLISHOR") and CORPORATION OF GUARDIANSHIP, (hereinafter "COG" or "TRUSTEE"). This joinder agreement, along with the Community Third Party Pooled Trust instrument, dictates the terms of the pooled trust sub-account established by the ESTABLISHOR in the Corporation of Guardianship's Community Third Party Pooled Trust administered by Corporation of Guardianship (hereinafter "TRUSTEE" or "COG") for the benefit of BENEFICIARY.

**A. Community Third Party Pooled Trust and Joinder Agreement**

1. **Community Third Party Pooled Trust.** COG created the Community Third Party Pooled Trust on December 14, 2023. The Community Third Party Pooled Trust is attached as Exhibit A and incorporated herein by reference as if fully set out. COG, a non-profit organization, is the designated Trustee.
2. **Joinder Agreement.** A Joinder Agreement is COG's authorized vehicle by which a party other than BENEFICIARY or BENEFICIARY's spouse can establish a sub-account in the Community Third Party Pooled Trust. The Community Third Party Pooled Trust Joinder Agreement may be modified from time to time to comply with changes in public benefit or other applicable laws and policies.
3. **Governing Law.** The Community Third Party Pooled Trust and Joinder Agreement are governed by the North Carolina Community Third Party Trusts, Pooled Trusts Act, the North Carolina Uniform Trust Code, and the regulations of the Social Security Administration and the North Carolina Department of Health and Human Services. To the extent there is conflict between the terms of the Community Third Party Pooled Trust or this Joinder Agreement and governing laws or regulations, the governing laws or regulations shall control.
4. **Applicable Policy.** The laws governing the Community Third Party Pooled Trust and Joinder Agreement are interpreted by various public benefit programs in their

administrative manuals. For example, the SSA interprets the laws through its POMS and each state's Medicaid program interprets the laws through its Medicaid manual. To the extent any administrative agency finds the terms of the Community Third Party Pooled Trust or this Joinder Agreement to be out of compliance with applicable law or its administrative policy, TRUSTEE is authorized to modify the trust documents to comply with agency policy; however, TRUSTEE is also authorized, in its sole discretion, to challenge the agency's determination through an administrative appeal process and/or have the trust documents reviewed by a court for guidance.

5. **Irrevocability.** Both the Community Third Party Pooled Trust and this Joinder Agreement are irrevocable and cannot be changed except as permitted pursuant to the terms of the trust or applicable law.

**B. Enrollment in the Community Third Party Pooled Trust / Adoption of Joinder Agreement Terms:**

By executing this Joinder Agreement and funding the sub-account, the undersigned ESTABLISHOR hereby establishes a sub-account for the benefit of the BENEFCIARY in COG's Community Third Party Pooled Trust as shown in the attached Exhibit A, and adopts this Joinder Agreement and the Community Third Party Pooled Trust as dictating the terms of the sub-account created in the Community Third Party Pooled Trust.

**C. ESTABLISHOR Information:**

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

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

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

DOB: \_\_\_\_\_ SSN: \_\_\_\_\_

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

**D. BENEFCIARY Information:**

1. Contact Information:

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

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

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

DOB: \_\_\_\_\_ SSN: \_\_\_\_\_

BENEFCIARY's disability: \_\_\_\_\_

2. Benefits Information:

**Sources of Income**

SSI payment amount: \_\_\_\_\_  
SSDI payment amount: \_\_\_\_\_  
Employment: \_\_\_\_\_  
Other: \_\_\_\_\_  
Unknown

**Health Insurance**

Medicaid Account number: \_\_\_\_\_  
Medicare Account number: \_\_\_\_\_  
Special Assistance number: \_\_\_\_\_  
Other: \_\_\_\_\_  
Unknown

**Food & Housing**

Section 8, Reduced Rent Payment: \_\_\_\_\_  
SNAP monthly benefit amount: \_\_\_\_\_

**E. Information Regarding BENEFICIARY'S Representatives:**

Please provide name, address, and phone number of BENEFICIARY'S:

- Guardian (provide copy of court order): \_\_\_\_\_
- SSA representative payee: \_\_\_\_\_
- Power of attorney (provide copy): \_\_\_\_\_

**F. Source and Amount of Trust Sub-Account Funding:**

Select: Testamentary Gift / Individual Retirement Account / Life Insurance Proceeds /  
Other Nonprobate Asset / Inter Vivos Gift

Anticipated value of contribution to Trust Sub-Account: \$ \_\_\_\_\_

**G. Trust Sub-Account Distributions to BENEFICIARY:**

Distributions of principal and income from the Trust Sub-Account will be made on behalf of BENEFICIARY in COG's sole and absolute discretion pursuant to the terms of the Community Third Party Pooled Trust. All distributions will be for the sole benefit of the BENEFICIARY and shall take into account the BENEFICIARY's Special Needs.

**H. Distributions of Funds Remaining in the Trust Sub-Account upon termination:**

1. Pursuant to Article 7 of the trust instrument, upon the BENEFICIARY's death and after payment of funeral, estate, and administrative expenses paid in the discretion of TRUSTEE, assets remaining in BENEFICIARY's Trust Sub-Account shall be paid to the Remainder Beneficiary named in this Joinder Agreement.
2. Prior to distributing the remaining assets in this trust to the Remainder Beneficiary named in Paragraph 3, the Grantor may direct that some portion of the remaining assets first be distributed to Corporation of Guardianship, a North Carolina Non-Profit Corporation. (*Suggested Donation = \$10,000 or 10%*). Such funds may be used for any purpose, including operating expenses, in furtherance of its mission to provide fiduciary services and care management to vulnerable persons based on person-centered principles.

By initialing below, and providing a dollar amount or a percentage, the Grantor directs that the Trustee retain funds prior to making distributions to the named Remainder Beneficiary in Paragraph 3.

\_\_\_\_\_  
Grantor Initials

Grantor directs Corporation of Guardianship to retain \$ \_\_\_\_\_ or \_\_\_\_\_ % of any funds remaining in this trust upon the death of the Beneficiary.

3. Designation of Remainder Beneficiary:

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

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

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

OB: \_\_\_\_\_ SSN: \_\_\_\_\_

Relationship to ESTABLISHOR: \_\_\_\_\_

4. Designation of Successor Remainder Beneficiary: If the Remainder Beneficiary named above is not living on the date of BENEFICIARY's death, remaining assets instead should be distributed to:

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

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

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

DOB: \_\_\_\_\_ SSN: \_\_\_\_\_

Relationship to ESTABLISHOR: \_\_\_\_\_

5. If no Remainder Beneficiary is named in this document, or if all named Remainder Beneficiaries and Successor Remainder Beneficiaries predecease the BENEFICIARY, then 100% of the remaining funds shall be distributed to: **Corporation of Guardianship**, a North Carolina Non-Profit Corporation.

**I. Trust Advisory Committee for Sub-Account**

1. The TRUSTEE may from time to time convene a Trust Advisory Committee (hereinafter "TAC") for the purpose of making recommendations and advising the Trustee as to distributions that would be in the BENEFICIARY's best interests, but without the power to override the Trustee's sole and absolute discretion.
2. Once convened, the TAC shall advise the TRUSTEE regarding distributions for supportive services (e.g. professional care management, supplemental attendant care, therapy, educational assistance), any major purchases (e.g. home or an automobile), or any other disbursement request presented by the TRUSTEE for TAC consideration.

3. The TRUSTEE shall give consideration to any recommendations and advice provided by the TAC, but is under no duty to follow any guidance received from the TAC. The Trustee is not required to convene a TAC or consult with an existing TAC prior to making distributions of trust funds or for any other purpose. This Section in no way affects the sole and absolute discretion of the Trustee under this agreement.
4. The TAC has no authority to amend any provision of the Umbrella Pooled Trust or this Joinder Agreement. The TAC has no duty to monitor or supervise any Trustee or trust sub-account created under this agreement. The TAC is entitled to view trust accounting records upon request to the extent reasonable to provide advice on trust distributions.
5. The TAC members shall be selected by the TRUSTEE and shall include individuals with knowledge and experience assisting persons with disabilities and/or individuals who are familiar with the beneficiary's needs specifically. Such individuals are likely to include some combination of the following: the beneficiary's legal representative, care providers, natural supports, representative(s) of the trustee, and when appropriate, the beneficiary. At least one member of the TAC must be familiar with Medicaid and other programs of public benefits as well as the BENEFICIARY's service needs.
6. Service on the TAC is an advisory capacity role only; it is not a fiduciary role. No TAC members will be compensated for services rendered in such capacity. However, every TAC member is entitled to reimbursement for reasonable costs and expenses incurred in connection with TAC duties under this agreement.
7. No member of the TAC may be held liable for the negligent or fraudulent action of any other committee member, nor for the negligent or fraudulent action of the TRUSTEE. And the TRUSTEE may not be held liable for the negligent or fraudulent action of any TAC member.

**J. Trust Protector:**

Pursuant to Article 6 of the trust instrument, ESTABLISHOR may appoint a party as Trust Protector. The Trust Protector has the power to demand that TRUSTEE transfer BENEFICIARY's Trust Sub-Account to another third-party pooled special needs trust or to an individual third-party special needs trust; provided, that BENEFICIARY and the Remainder Beneficiary shall receive equivalent equitable interests in the successor trust. Neither BENEFICIARY nor BENEFICIARY's spouse may be appointed as Trust Protector. As described in Section 6.3 of the trust instrument, an appointed Trust Protector is ESTABLISHOR's designee for purposes of receiving notices under N.C. Gen. Stat. § 36D-5(a).

1. Trust Protector

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

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

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

Relationship to BENEFICIARY: \_\_\_\_\_

2. Successor Trust Protector Information (to serve if named Trust Protector fails or ceases to serve)

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

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

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

Relationship to BENEFICIARY: \_\_\_\_\_

3. Second Successor Trust Protector Information (to serve if Successor Trust Protector fails or ceases to serve)

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

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

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

Relationship to BENEFICIARY: \_\_\_\_\_

**J. Fees and Expenses:**

ESTABLISHOR agrees that BENEFICIARY will be responsible for paying all fees in accordance with TRUSTEE's published fee schedule at the time services are rendered. The current fee schedule is attached to this Joinder Agreement as Exhibit B and may be reviewed and amended from time to time. Additionally, ESTABLISHOR agrees that TRUSTEE may be reimbursed for any reasonable expenses incurred in the fulfillment of its duties. All fees to TRUSTEE, as well as any expenses, may be paid from the Trust Sub-Account without prior notice to or approval of the BENEFICIARY.

**K. Acknowledgments by ESTABLISHOR:**

1. ESTABLISHOR acknowledges and confirms that any and all distributions from the Trust Sub-Account, whether from principal or income, are made in the sole and absolute discretion of the TRUSTEE.
2. ESTABLISHOR acknowledges and confirms that the Trust Sub-Account is for the Special Needs of BENEFICIARY and is not a support trust.
3. ESTABLISHOR acknowledges and confirms that this Trust Sub-Account is for the sole benefit of the BENEFICIARY.
4. ESTABLISHOR acknowledges and confirms that this Joinder Agreement may be unilaterally amended by the TRUSTEE to comply with any changes in law or agency policy, to effectuate the purpose and intent of the trust, or to improve the efficiency of trust administration, as determined in the TRUSTEE'S sole discretion without notice to BENEFICIARY or the BENEFICIARY's representative.
5. ESTABLISHOR acknowledges and confirms that the trust instrument and joinder agreement impose no duty upon TRUSTEE to identify and apply to programs that

may be of social, financial, developmental or other assistance to the BENEFICIARY.

6. ESTABLISHOR acknowledges and confirms that TRUSTEE, in its discretion, may engage professionals to assist the trustee in exercising its duties and may charge BENEFICIARY's Trust Sub-Account for these services. Such professionals may include accountants, attorneys, health care professionals, social workers, life care planners, care managers, etc.
7. ESTABLISHOR recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and ESTABLISHOR confirms that the TRUSTEE will not in any event be liable to ESTABLISHOR, BENEFICIARY, or any other party for any loss of benefits as long as TRUSTEE acts reasonably and in good faith.
8. ESTABLISHOR acknowledges and confirms that TRUSTEE, its agents and employees, as well as their agents' and employees' heirs and legal and personal representatives, shall not in any event be liable to ESTABLISHOR, BENEFICIARY, or any other party for its acts as TRUSTEE so long as the TRUSTEE acts reasonably and in good faith.
9. ESTABLISHOR acknowledges and confirms that any modification of this Joinder Agreement does not change the irrevocable nature of the sub-account established for the BENEFICIARY in the Community Third Party Pooled Trust.
10. ESTABLISHOR acknowledges and confirms that BENEFICIARY shall have no interest, rights, or control over any assets contributed to the Trust Sub-Account or any interest or income earned thereon.
11. ESTABLISHOR acknowledges that ESTABLISHOR has been advised to have Corporation of Guardianship Community Third Party Pooled Trust and this Joinder Agreement reviewed by his or her own attorney prior to the execution of this Joinder Agreement and that ESTABLISHOR or ESTABLISHOR's legal representative has reviewed and understands to his or her satisfaction the legal, economic, and tax effects of the Community Third Party Pooled Trust and this Joinder Agreement.

**L. Legal Counsel:**

The attorney advising the ESTABLISHOR on the execution of this Joinder Agreement is:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned ESTABLISHOR has reviewed and signed this Joinder Agreement, understands it and agrees to its terms, and the TRUSTEE has accepted this Joinder Agreement, and both parties declare the Joinder Agreement to be effective as of the date first above written.

**JOINDER AGREEMENT ESTABLISHED BY:**

By: \_\_\_\_\_  
Establishor

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared before me,  
\_\_\_\_\_ and being by me duly sworn, says that he executed the foregoing and  
annexed instrument.

\_\_\_\_\_  
Official Signature of Notary Public

\_\_\_\_\_  
Printed/Typed Name

My Commission Expires: \_\_\_\_\_

**ACCEPTANCE BY TRUSTEE**

Corporation of Guardianship, as TRUSTEE

By: \_\_\_\_\_  
DORIAN SYLVESTER, Executive Director

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STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

On \_\_\_\_\_, 20\_\_\_\_ personally appeared before me, DORIAN  
SYLVESTER, who acknowledged that she is the Executive Director of Corporation of Guardianship,  
and is authorized to execute this instrument accepting the position of TRUSTEE.

\_\_\_\_\_  
Official Signature of Notary Public

\_\_\_\_\_  
Printed/Typed Name

My Commission Expires: \_\_\_\_\_