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**“AGED Inc.”
“AGED Pooled Special Needs Trust”
CHARITABLE ORGANIZATION PARTICIPATION AGREEMENT**

Participation Date: _____, 20____ Participation No.: _____ 2007-_____

By This Participation Agreement, the Undersigned charitable organization agrees to and adopts the AGED, Inc. (hereinafter “AGED”), AGED Pooled Special Needs Trust dated April 1, 2004 (hereinafter “Trust”), which is incorporated herein by reference;

RECITALS

Whereas, the Trust is administered and managed by AGED, which serves as the Trustee;

Whereas, the Trust is a pooled trust governed by the laws of the State of Florida and in conformity with the applicable federal laws governing Supplemental Security Income (SSI) and Medicaid;

Whereas, AGED is a Florida not-for-profit corporation, and tax exempt under I.R.C. §501(c)(3);

Whereas, _____,
located at: _____ (“Charity”),
telephone no.: _____, fax no.: _____, e-mail: _____ is a
not-for-profit corporation organized and operating pursuant to the laws of the State of Florida and is
tax exempt under I.R.C. §501(c)(3). Copies of Charity’s I.R.C. tax exemption letter and state
documentation are attached hereto and incorporated herein by reference.

Whereas, AGED and the Charity are sometimes collectively called the “Parties;” and

Whereas, the purpose of this Participation Agreement is to permit disabled persons (as defined in the Trust) referred by the Charity to become Beneficiaries of the Trust in accordance with the provisions of the Trust, the Joinder Agreement thereto, and such other requirements as may be set forth by the Trustee.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. The Recitals set forth above are incorporated by reference and shall be a part of this Participation Agreement.

2. The Charity desires to participate in the Trust for the purpose of benefiting disabled persons affiliated with the Charity and agrees to the provisions herein.

3. The Charity agrees to provide information about the Trust to disabled persons, families or their legal representatives in order for them to potentially become participants and Beneficiaries of the Trust in order to preserve their Government Assistance and to maintain and/or improve their quality of life.

4. AGED agrees to comply with the terms of the Trust and the Beneficiary's Joinder Agreement with regard to each Beneficiary.

5. During the lifetime of a Beneficiary contributions to the Trust on behalf of a Beneficiary are to be used solely for the benefit of the Beneficiary, except that the Trustee shall have the right to be paid such fees, charges and expenses directly and/or by reimbursement from a Beneficiary's Individual Beneficiary Account (IBA) as set forth in the Trust, the Beneficiary's Joinder Agreement, and other relevant documentation.

6. On the death of a Beneficiary, the deceased Beneficiary's IBA shall terminate and unless the Trust Beneficiary's Joinder Agreement provides to the contrary, any amounts that remain in a deceased Beneficiary's IBA shall be deemed surplus Trust property and shall be retained by the Trust. To the extent the Joinder Agreement does not provide for retention of 100% assets remaining in the beneficiary's IBA at the time of his or her death or if surplus Trust property is not retained by the Trust for any other reason, the Trustee shall distribute the trust property as provided in Section 6.2 of the Trust.

7. Any assets retained by the Trust shall be allocated and/or distributed, after payment has been made to the Trustee for any outstanding fees, charges and expenses, as follows:

a. In furtherance of its obligation to utilize all retained trust assets for the benefit of disabled persons, _____ percent (____%) of the retained trust assets shall be distributed to the Charity to be used exclusively and solely for the direct or indirect benefit of disabled persons as provided in Section 6.1 of the Trust, provided, however, that if Charity loses its 501(c)(3) status or attempts to use any of the assets for purposes other than as provided in Section 6.1 of the Trust, Charity shall not receive any percentage of the retained trusts assets and all retained assets shall be retained in the trust and utilized as provided in Section 6.1 of the Trust. The balance of the assets shall be retained by the Trust and used exclusively and solely for the benefit of disabled persons as provided in Section 6.1 of the Trust.

b. Pursuant to the Trust and Joinder Agreement, the Trustee may be directed to pay back to the State Medicaid Agency an amount as set forth in the Trust. The Trustee is responsible to make this payment before payment of other expenses and distribution to final beneficiaries of the

Trust.

8. The Charity shall have no other rights with regard to a Beneficiary's IBA other than as set forth in this Participation Agreement.

9. This Participation Agreement is to be construed according to the laws of the State of Florida. Any controversies between the Parties if not settled between them, shall be settled by means of mediation or arbitration as determined by the Trustee. The venue for any procedure shall lie in Seminole County, Florida.

10. This Participation Agreement may be executed in any number of counterparts and duplicate originals with the same effect as if all parties hereto had all signed the same document. All counterparts and duplicate originals will be construed together and will constitute one agreement.

11. The numbering of paragraphs is designed for convenience of reference only and is not to be resorted to for purposes of interpreting any provision of this Participation Agreement. In the event a reference to or a number of a paragraph is obviously incorrect or if the number of the Trust changes after the date of the Participation Agreement, then it is deemed that the reference or number shall refer to the most appropriate and applicable number or paragraph.

12. If a legal citation is used and it is incorrect or obsolete then the correct citation shall be deemed cited herein.

13. Any payment may be delayed as necessary to accommodate maturity dates of time deposits, payment of Trust expenses and taxes, necessary administrative duties and to maintain the Beneficiary's eligibility for government assistance.

14. This Participation Agreement is binding on the Parties, their heirs, legal representatives, successors and assigns.

15. This Participation Agreement may be amended in whole or in part only by the mutual written agreement of the Parties.

16. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such provision shall not invalidate the other provisions of this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

In Witness whereof, the undersigned Parties have executed this Participation Agreement to be effective on the ____ day of _____, 20____.

Witnesses:

Sign _____
Print Name _____
Sign _____
Print Name _____

Charity:

By _____
Signature of Authorized Officer

Print Name of Authorized Officer & Title
Address _____

(CORPORATE SEAL)

State of Florida
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, of _____, an individual authorized to act on behalf of the Charity, [] who is personally known to me or [] who has produced _____, as identification.

Notary Public, State of Florida
My commission number is:
My commission expires:

(Seal)

Witnesses:

Sign _____

Print Name _____

Sign _____

Print Name _____

AGED, Inc., Trustee

By _____
Signature of Authorized Officer

Print Name of Authorized Officer & Title

Address Po Box 520878 Longwood, FL. 32752

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of AGED, Inc., on behalf of the corporation, [] who is personally known to me or [] who has produced _____, as identification.

Notary Public, State of Florida
My commission number is:
My commission expires:

(Seal)