

**AHRC NEW YORK CITY FOUNDATION, INC.  
COMMUNITY TRUST II  
FOR PERSONS WITH DISABILITIES**

**PARTICIPANT AGREEMENT**

The undersigned hereby establishes a Trust Account under the AHRC New York City Foundation, Inc. Community Trust II for Persons with Disabilities dated September 14, 2010 in the initial sum of \$ \_\_\_\_\_ (not less than \$10,000).

**GRANTOR INFORMATION:**

1. Name(s) of Grantor \_\_\_\_\_
2. Grantor Address  
City, State, Zip Code \_\_\_\_\_
3. Telephone Number (day) \_\_\_\_\_  
(evening) \_\_\_\_\_
4. Date of Participant Agreement \_\_\_\_\_
5. Social Security Number \_\_\_\_\_
6. Date of Birth \_\_\_\_\_
7. Relationship to Designated  
Beneficiary \_\_\_\_\_

**DESIGNATED BENEFICIARY INFORMATION:**

7. Name of Designated Beneficiary \_\_\_\_\_
8. Designated Beneficiary Address  
City, State, Zip Code \_\_\_\_\_
9. Telephone number \_\_\_\_\_
10. Birth Date \_\_\_\_\_
11. Social Security Number \_\_\_\_\_
12. Designated Beneficiary  
Legal Guardian (if any)  
Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

SUCCESSOR PARTICIPANT INFORMATION:

13. Name of Successor Contact to receive statements upon death of initial contact \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

14. Relationship to Designated Beneficiary \_\_\_\_\_

REMAINDERMAN:

**Upon the death of the Designated Beneficiary, all remaining assets in the Designated Beneficiary's account shall be retained in the Trust solely for the benefit of individuals who are disabled as defined in Social Security Law Section 1614(a)(3) [42 USC 1382c(a)(3)] and any subsequent definitions that are enacted into law. 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 Sub-Trust Account, to be used in furtherance of the purpose of the Trust, the Trust shall pay to the State from such deceased Beneficiary's account any remaining amounts equal to the total amount of medical assistance paid on behalf of the Beneficiary under the State plan pursuant to 42 USCS §§ 1396 et seq.**

15. Have funeral arrangements been pre-paid for the Designated Beneficiary?

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

If "yes" copies of all contracts and documents must be included with this Participant Agreement.

16. Does Designated Beneficiary receive government entitlements?

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

If "yes" please list all government entitlements the Designated Beneficiary currently receives: \_\_\_\_\_

\_\_\_\_\_ If "no", please state if the Designated Beneficiary may be eligible for government entitlements and if so, when the Designated Beneficiary plans to apply: \_\_\_\_\_

17. Does the Designated Beneficiary have an executed Power of Attorney?

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

If "yes" copies of all documents must be included with this Participant Agreement.

18. Does the Designated Beneficiary have a will?

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

If "yes" copies of all documents must be included with this Participant Agreement.

**ACKNOWLEDGEMENTS:**

The undersigned Participant(s) hereby acknowledge(s):

A. That the signing of this document constitutes a legal agreement and contributions to the Trust Account may have tax consequences. I have been advised to consult with my attorney and tax advisor before signing this Participant Agreement.

B. That I am obligated to make a minimum contribution to the Trust Account in the amount of \$10,000. An initial minimum contribution of \$10,000 is required to be made within two months (60 days) of acceptance of this Participant Agreement by the Trustees.

C. That all contributions made to the Trust Account will be held and administered pursuant to the provisions of the AHRC New York City Foundation, Inc. Community Trust II for Persons with Disabilities dated September 14, 2010 including any amendments to the Trust made prior to, on, or after the date of this Participant Agreement. The provisions of the AHRC New York City Foundation, Inc. Community Trust II for Persons with Disabilities Trust Agreement are incorporated herein by reference. I have received and reviewed a copy of the Trust Agreement prior to signing this Participant Agreement.

D. THAT A POTENTIAL CONFLICT OF INTEREST EXISTS IN THE ADMINISTRATION OF THE AHRC NEW YORK CITY FOUNDATION, INC. COMMUNITY TRUST II. THE TRUSTEES ARE INITIALLY APPOINTED BY AHRC NEW YORK CITY FOUNDATION, INC. WHICH MAY HAVE AN INTEREST IN THE TRUST ACCOUNTS FOR THE BENEFIT OF OTHER DISABLED INDIVIDUALS. IN THE ADMINISTRATION OF THE TRUST, THE TRUSTEES ARE PERMITTED TO DISBURSE TRUST FUNDS TO AFFILIATED AGENCIES ON BEHALF OF THE DESIGNATED BENEFICIARIES. I AM AWARE OF THE EXISTENCE OF THIS POTENTIAL CONFLICT OF INTEREST AND EXPRESSLY WAIVE ANY AND ALL CLAIMS AGAINST THE TRUSTEES ON ACCOUNT OF SELF-DEALING, CONFLICT OF INTEREST, OR ANY OTHER ACT.

Dated:

\_\_\_\_\_

Signature of Grantor

Accepted by the Trustees of the AHRC New York City Foundation, Inc.  
Community Trust for Persons with Disabilities

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee