

CONFIDENTIAL INFORMATION

JOINDER AGREEMENT

for

First Party Maine Trust for People with Disabilities

Master Trust Agreement

All property transferred by you to the Trust will be held, administered and distributed as provided in this Joinder Agreement and in the Master Trust Agreement of the First Party Maine Trust for People with Disabilities. After you sign and submit this document, it will be a legally binding agreement if it is accepted by the Trust's Board of Advisors. You should seek independent legal counsel if you have any questions about the meaning or terms of this Agreement.

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Instructions for completing this Joinder Agreement

This Joinder Agreement is an application to open a Subaccount for an individual with disabilities in the First Party Maine Trust for People with Disabilities. Please read this entire Joinder Agreement carefully, and complete it with all the information requested. Copies of the following documents should be attached to this Joinder Agreement:

- *Schedule A: Assets to be Contributed to the Subaccount.*
- *Schedule B: Fee Schedule*
- *Schedule C: Summary of Investment Funds*
- *Schedule D: Consent to Release Health Information*
- *The Master Trust Agreement of the First Party Maine Trust for People with Disabilities.*

If you submit a Joinder Agreement that is incomplete or inaccurate, it may not be accepted by the Trust's Board of Advisors. If a question does not apply to you, then write "N/A" on the response line. Attach extra sheets of paper for any question if the space on this form is inadequate. If you have any doubts about your ability to complete this Agreement properly or about the consequences of signing this form, you should contact an attorney or obtain other professional assistance. If your application to open a Subaccount is accepted by the Trust's Board of Advisors, you will receive back a signed copy of this Joinder Agreement.

*You should enclose a check for the enrollment fee of \$500 when you submit your completed Joinder Agreement. If your application is not accepted by the Trust's Board of Advisors, your check will be returned to you. If your application is accepted, your check for the enrollment fee will be retained by the Trust and used to cover the one-time administrative setup fee. Your check should be payable to: "**The Maine Trust for People with Disabilities, Inc.**"*

Return your completed, signed and notarized Joinder Agreement, along with your checks, to the following address:

Maine Trust for People with Disabilities, Inc.
P.O. Box 9729
Portland, ME 04104-5029

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Definitions

Certain words used in this Joinder Agreement are capitalized because they have a special meaning, as follows:

Advisory Family Member means the person identified in this Joinder Agreement as being the primary family contact for the Trust's Board of Advisors and the Trustee.

Beneficiary means the person with disabilities for whom a Subaccount is set up.

Board of Advisors means the Board appointed by the Maine Trust for People with Disabilities, Inc. to administer the Trust.

Master Trust Agreement means the master trust agreement of the First Party Maine Trust for People with Disabilities, a copy of which is attached to this Joinder Agreement.

Settlor means the Maine Trust for People with Disabilities, Inc., in its capacity as the non-profit corporate entity, which established the Master Trust Agreement of the First Party Maine Trust for People with Disabilities.

Sponsor means the Beneficiary, the parent, grandparent or legal guardian of a Beneficiary or a court of competent jurisdiction,

Subaccount means the account set up with the Trust for the benefit of the Beneficiary identified by the Sponsor in this Joinder Agreement.

Trust means the First Party Maine Trust for People with Disabilities.

Trustee means Norway Savings Bank, or its successor, which serves as the trustee the Trust.

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Sponsor

Sponsor's Name and Address:

Social Security Number: _____

Phone (day): _____ (night): _____

Birth Date: _____

Relationship of Sponsor to the Beneficiary [*check one box*]:

- Beneficiary
- Parent of the Beneficiary
- Grandparent of the Beneficiary
- Legal guardian of the Beneficiary
- Court with authority to approve the establishment of a special needs trust.

Family Attorney name and address:

Beneficiary

Beneficiary's Name and Address:

Social Security Number: _____

Phone (day): _____ (night): _____

Birth Date: _____

Place of Birth: _____ Citizenship (country): _____

Mother's name: _____ SSN: _____

Father's name: _____ SSN: _____

What is the nature of the Beneficiary's disability? _____

If the Beneficiary's condition has been medically diagnosed, what is the diagnosis?

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Guardians and Legal Representatives

If the Beneficiary has a legal representative (e.g., legal guardian, conservator, representative payee, agent acting under a durable power of attorney, trustee or other legal representative or fiduciary), state the name, address, and relationship of such person to the Beneficiary:

Name: _____

Address: _____

Social Security Number: _____

Phone (day): _____ (night): _____

Birth Date: _____

The person named above is the Beneficiary's: *(check appropriate boxes)*

- Guardian. *(Attach a copy of the court's guardianship appointment to this Joinder Agreement.)*
- Conservator. *(Attach a copy of the court's conservatorship appointment to this Joinder Agreement.)*
- Social Security representative payee. *(Attach a copy of the appointment to this Joinder Agreement.)*
- Agent acting under a durable power of attorney. *(Attach a copy of the power of attorney to this Joinder Agreement.)*
- Trustee. *(Attach a copy of the trust agreement or appointment as trustee to this Joinder Agreement.)*
- Other legal representative or fiduciary as follows: *(explain)* _____

(Attach a copy of the document naming the legal representative or fiduciary to this Joinder Agreement.)

If the Beneficiary does not have a legal representative, please describe here the Beneficiary's expected level of functional ability to advocate for himself/herself in connection with matters related to the Subaccount:

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Advisory Family Member

State below the person who should be consulted regarding the needs of the Beneficiary. Also state alternatives who can be consulted if the primary family advisor is unavailable.

Primary Advisory Family Member:

Name: _____

Address: _____

Phone (day): _____ (night): _____

Relationship: _____

Alternative #1—Advisory Family Member:

Name: _____

Address: _____

Phone (day): _____ (night): _____

Relationship: _____

Alternative #2—Advisory Family Member:

Name: _____

Address: _____

Phone (day): _____ (night): _____

Relationship: _____

Alternative #3—Advisory Family Member:

Name: _____

Address: _____

Phone (day): _____ (night): _____

Relationship: _____

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Current Benefits

State what benefits the Beneficiary currently receives. *(Check appropriate boxes.)*

- Supplemental Security Income (“SSI”) of \$_____ per month.
- Social Security Disability Insurance (“SSDI”) of \$_____ per month.
- Medicare
- Medicaid / MaineCare Benefits:
 - The Beneficiary’s Medicaid card number is: _____
 - The Beneficiary is receiving MaineCare coverage under which program?
 - Community MaineCare
 - Assisted Living/Boarding Home
 - Katie Beckett
 - Nursing Home Level
 - Waiver Program
 - BME Waiver
- Food Stamps
- Housing Assistance
- Transitional Assistance for Needy Families (TANF)
- Other forms of government assistance: *(explain)* _____

If the Beneficiary does not receive any government benefits, has the Beneficiary applied for benefits recently or in the past? If so, what is the status of the application?

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Health Insurance on Beneficiary

State below any health insurance or employer health plan covering the Beneficiary.

Insurer: _____
Address: _____

Policy No. _____

Prepaid Funeral or Burial Insurance on Beneficiary

State below any prepaid funeral plan or burial insurance covering the Beneficiary.

Prepaid funeral plan.
Funeral Home: _____
Address: _____

Prepaid burial insurance.
Insurer: _____
Address: _____

Policy No. _____

Funding Subaccount

Each Subaccount must be funded with a minimum of \$10,000.

I elect to make a single lump sum contribution of \$ _____ (must be at least \$10,000) with assets described in Schedule A. My contribution will be made within _____ days (must not be more than 180 days) of my receiving notice that this Joinder Agreement has been accepted by the Board of Advisors.

(Sponsor's initials) _____

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Investment of Subaccount Assets

Allocation of Subaccount Assets

Once distributions from the Subaccount begin to be made to the Beneficiary, the Board of Advisors retains the discretion to invest a portion of the Subaccount's assets in a cash account. The amount invested in the cash account will be the amount the Board of Advisors determines in its sole discretion is prudent for the short-term needs of the Beneficiary. Generally, this will consist of the amount projected to be needed for the supplemental needs of the Beneficiary over a 12-month period, plus costs likely to be allocated to the Subaccount. *Also see the section below titled "Approval of Government Agencies" for information regarding investment of funds while waiting for government agency approval of the Subaccount as a special needs trust.*

To the extent that assets of the Subaccount are not held in cash to pay for the short-term needs of the Beneficiary and expenses of the Subaccount, the Sponsor must state how the remaining assets of the Subaccount are to be invested:

_____ % in the Trust's money market fund.*

_____ % in the Trust's stock index fund.*

_____ % in the Trust's bond index fund.*

(Sponsor's initials) _____

***NOTE: See "Schedule C" of the Joinder Agreement attached to the end of this form, which provides additional information regarding the investment funds available.**

THE SPONSOR ACKNOWLEDGES THAT NO TRUSTEE OR MEMBER OF THE BOARD OF ADVISORS IS GIVING INVESTMENT ADVICE TO THE SPONSOR, AND THE SPONSOR IS NOT RELYING ON ANY TRUSTEE OR MEMBER OF THE BOARD OF ADVISORS TO SELECT THE TYPE OF INVESTMENTS INTO WHICH THE SUBACCOUNT INVESTS. THE TRUSTEE AND BOARD OF ADVISORS, HOWEVER, ARE GRANTED AUTHORITY TO SUBSTITUTE OR REPLACE INVESTMENTS IF THEY DEEM SUCH ACTION TO BE IN THE BEST INTEREST OF THE BENEFICIARIES OF THE TRUST. THE SPONSOR FURTHER ACKNOWLEDGES THAT NEITHER THE INTEREST IN THE TRUST OR ANY SUBACCOUNT IS REGISTERED AS A SECURITY UNDER THE LAWS OF THE UNITED STATES OR OF ANY STATE.

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Changes in Investment Allocations

The Sponsor has the right to annually change the investment allocation of funds that have been in the Subaccount for at least 12 months. Any change in the Subaccount must be received by the Board of Advisors by December 1 in order to be effective as of January 1 of the following year. After the death or disability of the Sponsor, the Beneficiary's legal representative identified above will have authority to change the investment allocations of the Subaccount. If at that time there is no legal representative, then the Advisory Family Member identified above will have authority to change the investment allocations of the Subaccount. If there is more than one legal representative or Advisory Family Member listed in this Agreement, and this Agreement does not otherwise specify who has authority under this paragraph, the Board of Advisors shall in its sole discretion choose one such legal representative or Advisory Family Member to have authority under this paragraph.

Distributions to the Beneficiary

The Sponsor recognizes that all distributions are made at the discretion of the Board of Advisors and will be made consistent with the provisions of the Master Trust Agreement and this Joinder Agreement.

Check appropriate options below.

- Only income of the Subaccount is to be distributed at the discretion of the Board of Advisors and no principal is to be distributed.

(Sponsor's initials) _____

- Both income and principal of the Subaccount are to be distributed at the discretion of the Board of Advisors.

(Sponsor's initials) _____

Distributions Following the Death of the Beneficiary

Recipients of Remaining Subaccount Assets on Beneficiary's Death

A. Upon the death of the Beneficiary, fifty percent (50%) of the funds that are remaining in the Beneficiary's separate Subaccount shall be retained in the Trust and, in the Trustee's sole discretion, be used (a) for the benefit of other Beneficiaries of the trust, (b) to add persons with disabilities, as defined in 42 U.S.C. §1382c(a)(3), to the Trust as beneficiaries (c) to be used for the benefit of other individuals who are disabled and who are not beneficiaries of the trust in any manner and in the absolute discretion of the Trustee; (d) distributed to the State of

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Maine’s Medicaid (MaineCare) program; and/or (e) used for the benefit of charitable organizations, that help individuals with disabilities and that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code (or corresponding section or any future federal tax code), including but not limited to The Maine Trust for People With Disabilities, Inc., a nonprofit association, whose principal office is located in Norway, Maine.

B. The remaining funds left in the Designated Beneficiary's Subaccount, after the Trust has retained its 50 percent (50%), pursuant to above paragraph of this Sponsor Agreement, shall be available to and be used to reimburse the State of Maine (and any other state which has paid medical assistance benefits on behalf of the Beneficiary) an amount equal to the total medical assistance paid on behalf of the designated Beneficiary after due payment of any legal obligations of the trust. In the event that reimbursement to the State of Maine do not consume all the remaining funds, then the balance of any such funds shall be distributed as follows:

(NOTE: Sums may be payable to individuals only after any sums have been paid to the State of Maine, or other states, as required by law, and after the trust retains its fifty (50%) percent share, pursuant to the provisions hereinabove.)

<u>Name of Recipient of Beneficiary’s Subaccount’s Remaining Assets</u>	<u>Percentage</u>	<u>Sponsor’s Initials</u>
The Maine Trust for People with Disabilities, Inc. PO Box 9729 Portland, ME 04104-5029 <i>(This is an optional gift)</i>	_____ %	_____
The agency that provides services to the Beneficiary: [Name of agency] _____ Address _____ City _____ State _____ Zip _____ Phone _____ <i>(This is an optional gift)</i>	_____ %	_____
Name of Individual (other than the Sponsor): _____ Address _____ City _____ State _____ Zip _____ Phone _____ Beneficiary’s Social Security Number: _____ Relationship to Sponsor: _____	_____ %	_____

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Sponsor's
Percentage Initials

Name of Individual (other than the Sponsor):

_____ % _____

Address _____

City _____ State _____ Zip _____

Phone _____

Beneficiary's Social Security Number: _____

Relationship to Sponsor: _____

Name of Individual (other than the Sponsor):

_____ % _____

Address _____

City _____ State _____ Zip _____

Phone _____

Beneficiary's Social Security Number: _____

Relationship to Sponsor: _____

TOTAL 100%

If any individual named above does not survive the Beneficiary, that individual's share of the remainder of the assets in the Subaccount should be distributed as follows:

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Approval of Government Agencies

Upon initial receipt of funds to be allocated to a Subaccount, the Board of Advisors will seek approval from public agencies from which the Beneficiary receives public benefits (including but not limited to the Maine Department of Health and Human Services (DHHS) and the Social Security Administration (SSA)), that the funds held in the Trust will not affect the Beneficiary's eligibility for continued receipt of public benefits. The Trust has submitted the master trust agreement for the First Party Maine Trust for People with Disabilities to SSA and to DHHS and has received written confirmation from representatives of SSA and DHHS that the master trust agreement meets the requirements for a special needs trust. At the time of funding, each Subaccount, including the Subtrust that is the subject of this Joinder Agreement, must also be submitted individually to DHHS and to SSA, and other providers of public benefits, along with the master trust agreement for approval as a special needs trust. Neither the Settlor, the Trust, the Board of Advisors nor the Trustee guarantees that the Subaccount established under this Joinder Agreement will, when first submitted, or at any time during the existence of the Subaccount, receive or continue to receive a favorable review from public agencies. The laws that govern public benefits, such as Social Security and MaineCare/Medicaid, often change and may result in a Subaccount that has been approved by a public agency ceasing to be approved as a special needs trust at the time the Subaccount is funded. While changes in the law may protect actions taken by the Trust in reliance on the laws and regulations that exist at that time, there can be no guarantee that such protection will be available in the case of future changes in the law or regulations or interpretations of the law and regulations by governmental or public agency representatives. Obtaining a favorable ruling from a particular public agency that the Subaccount established under this Joinder Agreement is a special needs trust does not preclude different public agencies from concluding otherwise, nor does it preclude the same public agency that issued the favorable ruling from later reversing its ruling.

During any period that review and approval by a public agency, such as DHHS and SSA, is pending, the Subaccount will be funded with the minimum amount determined reasonably necessary by the Board of Advisors to seek approval of the public agency. The balance, if any, of such funds will be held in a side account in the name and under the Social Security Number of the donor until such time that approval is obtained. In the event a favorable determination is not obtained from any relevant public agency, the donor may request a return of the funds or alternatively the Sponsor modify the Joinder Agreement in such manner as may be reasonably necessary to obtain approval, provided however that any amendment of the Joinder Agreement shall be subject to approval by the Board of Advisors. Funds that are held pending approval will be invested exclusively in money market funds. Following issuance of favorable determinations by all relevant public agencies, all funds of a Subaccount held in money market funds in the donor's name will be transferred to the

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Subaccount and invested in accordance with the section above titled “Investment of Subaccounts”.

Requests for Distribution to Beneficiary

At the time a request is made for a distribution from a Subaccount, the Board of Advisors will evaluate the request to determine whether distribution is appropriate within the terms of the Trust, and whether such distribution will jeopardize the public benefits that the Beneficiary, or the Beneficiary’s legal representative, has advised the Board of Advisors that he or she is receiving. The Board of Advisors will not report any distributions to the relevant public benefit agencies, as the reporting obligation belongs to the Beneficiary.. Neither the Board of Advisors nor the Trustee guarantees that any distribution from a Subaccount will not adversely affect the Beneficiary’s public benefits.

Fees

Schedule B attached to this Joinder Agreement contains a summary of the fees charged by the Trust. Schedule B may be amended from time to time, and any amendment will apply at the time stated in the amendment. Fees are not refundable.

All fees will be charged to the Subaccount, to the extent the Subaccount has assets sufficient to pay such fees. If the assets of the Subaccount are insufficient to pay the fees, then the Sponsor agrees to pay the fees. If fees billed to the Sponsor are not paid within 60 days after notice, the Board of Advisors may in its discretion terminate the Subaccount established by the Sponsor. If the Subaccount is terminated due to unpaid fees and the Sponsor wishes to later re-enroll the Beneficiary in the Trust, an additional enrollment fee will be assessed and a new Subaccount will be established at that time.

Claims of Third Parties

The Sponsor hereby states and covenants that all assets contributed to the Subaccount are not subject to liens or claims of any third party, including without limitation liens or claims for any of the following: liens or claims for a personal injury settlement; liens or claims of any government agency or program relating to taxes, Medicaid benefits, Medicare benefits, ERISA, workers compensation; liens or claims of medical providers, including hospitals, physicians, nursing homes, skilled care facilities, assisted living facilities, rehabilitation clinics, and medication vendors; liens or claims for federal employees’ compensation paid; liens or claims of the Veterans Administration; liens or claims for federal employees health benefits received; liens or claims under the U.S. Medical Care Recovery Act; liens or claims of the Division of Mental Health; liens or claims for any other welfare benefit received; or liens or claims for any private debt, including without limitation credit card bills, car loans,

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mortgages, home equity loans, and private debts owed to family members or other individuals. The Sponsor further states and covenants that all debts for which the Sponsor or Beneficiary may be legally liable shall be satisfied with assets other than those contributed to the Subaccount and that, at the request of the Board of Advisors, the Sponsor shall undertake such actions, incurring providing legal defense, as may be required in order to defend the assets of the Subaccount from claims of third parties to the extent such claims exist as of the funding date of the Subaccount.

Miscellaneous

Amendment of Joinder Agreement

The provisions of this Joinder Agreement may be amended only as the Sponsor and the Board of Advisors may jointly agree, provided however that any such amendment must be consistent with Master Trust Agreement and then-applicable state and federal law, and also provided that such amendment does not change the identity of the Beneficiary or of the elected remainder recipient of the residue as stated earlier in this Joinder Agreement. Any such amendment shall be effective upon receipt and approval by the Board of Advisors.

Taxes

The Sponsor acknowledges that:

- The Sponsor has been advised to seek professional tax advice regarding the income, estate and gift tax consequences of funding the Subaccount.
- Contributions to a Beneficiary's Subaccount are not tax deductible as charitable contributions.
- Amounts contributed to a Subaccount do not qualify for the annual exclusion for gift tax purposes (i.e., are not so-called "present interest exclusion"). It will be the Donor's responsibility to file any gift tax returns (Form 709) with the IRS that may be required as a result of gifts made to a Subaccount by the Donor.
- Federal and state law require the Trust to file annual income tax returns and to pay taxes that may be due on taxable income that is earned in the Subaccount and that is not distributed to the Beneficiary. Income realized by the Trust that is not distributed to the Beneficiary may be taxable to the Beneficiary's Subaccount, in which case the taxes will be paid by the Trust from assets in the Subaccount.

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- In contrast, income realized by the Trust and distributed to the Beneficiary must be reported to the IRS and the State of Maine as a distribution to the Beneficiary. Such distributed taxable income is reported to the Beneficiary on a Schedule K-1 as income distributed from the Beneficiary's Subaccount. It is the responsibility of the Beneficiary, or the Beneficiary's legal representative, to annually determine whether the Beneficiary must file a personal income tax return with the IRS and the State of Maine. The Trust is not responsible for preparing or filing any personal income tax returns for the Beneficiary.

- The Trust, the Trustee, Settlor and the Board of Advisors are not responsible for preparing or filing tax returns for the Beneficiary, but if the Board of Advisors agrees to do so, the cost will be deducted from the Beneficiary's Subaccount.

Acknowledgements by Sponsor

Reliance on Advisory Family Member

The Sponsor acknowledges that the Trust, Trustee, Settlor and Board of Advisors are not licensed in the field of social services. Sponsor acknowledges and agrees that the Trust, Trustee, Settlor and Board of Advisors may conclusively rely upon the Advisory Family Member to identify programs that may be of social, financial, developmental or other assistance to the Beneficiary. The Trust, Trustee, Board of Advisors and Settlor shall not in any event be liable to the Sponsor or Beneficiary or to any other party for their acts in connection with the Trust and Subaccount so long as their acts are within the scope of applicable law.

Beneficiary's Loss of Government Benefits

The Sponsor recognizes and acknowledges the uncertainty and changing nature of the laws and regulations pertaining to government benefits, and the Sponsor agrees that none of the Trust, Trustee, Settlor nor Board of Advisors will in any event be liable for any loss of benefits as long as their actions are within the scope of applicable law.

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Fiduciary Acts Undertaken in Good Faith

The Sponsor acknowledges and agrees that the Trust, Trustee, Settlor, Board of Advisors, and each of their agents, employees, heirs and legal and personal representatives, shall not be liable to the Sponsor or Beneficiary or any other party for acts performed in connection with the Trust and Subaccount so long as such acts are performed in good faith and within the scope of applicable law.

Not Legal Advice

The Sponsor represents, warrants and agrees that he or she has not been provided, nor is he or she relying upon, any representation of or any legal advice by the Trustee, Settlor or Board of Directors in signing this Joinder Agreement.

Receipt of Related Documents

The Sponsor acknowledges receipt of copies of the Master Trust Agreement and this Joinder Agreement, and that the Sponsor has read and understands both. The Sponsor agrees to be bound by their terms. To the extent there is conflict between the terms of this Joinder Agreement and the Master Trust Agreement, the latter shall control. The Sponsor further represents, warrants and agrees:

- that he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed;
- that he or she has had the opportunity to have the Trust reviewed by his or her own attorney;
- that he or she has been provided a true and correct copy of the Trust prior to the signing of this Joinder Agreement;
- that he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of the Trust and the Joinder Agreement; and
- that neither the Sponsor nor the Advisory Family Member shall have any legal power to control the Subaccount in any fashion.

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This Joinder Agreement is signed on _____, 20____, at
_____, Maine.

SPONSOR

(Print or type name of Sponsor)

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DISABILITIES & EQUIPMENT NEEDS

for: _____
(Name of Beneficiary)

TYPE	YES	NO	EQUIPMENT	YES	NO	FUNDING SOURCE
VISUAL			Glasses			
Blind			White cane			
Impaired			Hearing aid			
HEARING			Walking cane			
Deaf			Walker			
Impaired			Crutches			
INTELLECTUAL DISABILITY			Electric wheelchair			
Mild			Manual wheelchair			
Moderate			Helmet			
Profound			Adaptive communication device			
PSYCHIATRIC DISORDER			Assistive technology			
Schizophrenia			Other			
Bi-polar Disorder						
Depression						
Other						
PHYSICAL						
Cerebral Palsy						
Acquired brain injury						
Spina Bifida						
OTHER <i>(specify)</i>						

Sponsor's Initials

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**SCHEDULE A
TO THE JOINDER AGREEMENT
First Party Maine Trust for People with Disabilities
MASTER TRUST AGREEMENT**

Assets to be Contributed to the Subaccount

The following assets are hereby transferred to the Beneficiary's Subaccount in the Trust:

Cash: \$ _____

Stocks, bonds and mutual funds: Asset #1: *(Description)* _____
Approximate fair market value: \$ _____
Sponsor's Tax Basis: \$ _____

Asset #2: *(Description)* _____
Approximate fair market value: \$ _____
Sponsor's Tax Basis: \$ _____

Asset #3: *(Description)* _____
Approximate fair market value: \$ _____
Sponsor's Tax Basis: \$ _____

Other assets: *(Identify other assets and their value)*
Asset #1: *(Description)* _____
Approximate fair market value: \$ _____
Sponsor's Tax Basis: \$ _____

Asset #2: *(Description)* _____
Approximate fair market value: \$ _____
Sponsor's Tax Basis: \$ _____

Total Value of All Assets Transferred to the Subaccount: \$ _____

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SCHEDULE B TO THE JOINDER AGREEMENT *First Party Maine Trust for People with Disabilities* MASTER TRUST AGREEMENT

Fees

Effective as of January 1, 2011

The fees appearing below, which may be changed from time to time by the Board of Advisors, will be charged:

A.	Enrollment fee:	<u>Amount</u>
	A one-time enrollment fee due at the time this Joinder Agreement is signed. The enrollment fee covers the cost of opening a Subaccount for the Beneficiary.	\$ 500
B.	Board of Advisors / Trustee fee:	
	<i>Unfunded Subaccounts:</i> While entirely unfunded, no annual fee is assessed.	
	<i>Funded but Inactive Subaccounts</i> When a Subaccount is funded but no distributions are being made to the beneficiary at the request of the Sponsor, an annual fixed fee will be assessed.	\$300 per year*
	<i>Funded Subaccounts:</i> After the Subaccount is funded and active, fees will be assessed to pay for Trustee and Board of Advisors services. These fees may be assessed monthly, quarterly or annually at the discretion of the Board of Advisors and the Trustee. These fees may be adjusted from time to time at the discretion of the Board of Advisors and Trustee, in which case the revised fee shall apply to all Subaccounts.	Current annual fee is 2% of value of assets in the Subaccount, with a minimum annual fee of \$500.*

*A portion of the annual fee is paid to Norway Savings Bank for its services as trustee.

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Cont'd

SCHEDULE B TO THE JOINDER AGREEMENT

TO THE FIRST PARTY MAINE TRUST FOR PEOPLE WITH DISABILITIES

MASTER TRUST AGREEMENT

C. Special Assessments:

The Board of Advisors has authority to assess all Subaccounts or certain Subaccounts with special assessments for specific costs which include but are not limited to: legal fees incurred in defending Subaccounts or the Trust from claims of creditors of the Sponsor or the Beneficiary, legal fees incurred in defending Subaccounts or the Trust for taking actions to preserve a beneficiary's government assistance, preparing income tax returns for the Beneficiary, retaining social workers or other service providers to determine the special needs of the Beneficiary. Any income taxes payable by the Trust will be treated as a special assessment allocated pro rata to all Subaccounts.

D. Investment Advisors:

The Board of Advisors may appoint investment advisors from time to time, and will at all times engage as an investment advisor, investment manager or trustee, either (1) a bank organized under the laws of the United States, or (2) a bank or Trust company organized and supervised under the laws of any state of the United States, or (3) an investment company registered under the Investment Company Act of 1940, as now or hereafter amended, or an insurance company licensed to do business in this state. All investment management fees charged by the investment advisor will be allocated pro rata to funds held by the Trust that are under management of the investment advisor.

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SCHEDULE C TO THE JOINDER AGREEMENT *First Party Maine Trust for People with Disabilities* MASTER TRUST AGREEMENT

Summary of Investment Funds

To the extent assets of a Subaccount contributed by the Sponsor are not held in cash to pay for the short-term needs of the Beneficiary and expenses of the Subaccount, the Sponsor must direct how all the remaining assets will be invested in the funds maintained by the Trust. Each of the funds maintained by the Trust as of the date of this Joinder Agreement is described below. All Trust investments will be held in the name of the Trustee.

Money Market Fund. The money market fund currently available to hold Subaccount assets is the Northern Institutional Prime Obligations Fund (NPAXX). The Prime Obligations Portfolio seeks to maximize current income to the extent consistent with the preservation of capital and maintenance of liquidity. The Portfolio invests exclusively in high-quality money market instruments, such as, government, bank and commercial obligations available in money markets.

Stock Fund. The Stock Fund currently available to hold Subaccount assets is the Vanguard Total Market Stock Fund (symbol: VTI), which is an exchange-traded fund. . The Trustee reserves the right to substitute from time to time the said fund for an equivalent fund. The fund's investment strategy is to maintain a diversified portfolio that reflects the broad market index of publicly traded stocks.

Bond Fund. The Bond Fund currently available to hold Subaccount assets is the iShares Core U.S. Aggregate Bond ETF (symbol: AGG), which is an exchange-traded fund. The Trustee reserves the right to substitute from time to time the said fund for an equivalent fund. The fund's investment strategy is to maintain a diversified portfolio that reflects the broad market index of publicly traded bonds.

The above investment funds are described in greater detail in separate prospectuses, and the Sponsor acknowledges receiving copies of the prospectuses of each fund. The Sponsor acknowledges that the investments made available by the Trust may change from time to time and will be described in the Trust's annual report. (NOTE: Prospectuses can also

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be located at the following Web site of the US Securities and Exchange Commission:
<http://www.sec.gov/edgar/searchedgar/prospectus.htm>.)

THE SPONSOR ACKNOWLEDGES THAT NO TRUSTEE OR MEMBER OF THE BOARD OF ADVISORS IS GIVING INVESTMENT ADVICE TO THE SPONSOR, AND THE SPONSOR IS NOT RELYING ON ANY TRUSTEE OR MEMBER OF THE BOARD OF ADVISORS TO SELECT THE TYPE OF INVESTMENTS INTO WHICH THE SUBACCOUNT INVESTS. THE TRUSTEE AND BOARD OF ADVISORS, HOWEVER, ARE GRANTED AUTHORITY TO SUBSTITUTE OR REPLACE INVESTMENTS IF THEY DEEM SUCH ACTION TO BE IN THE BEST INTEREST OF THE BENEFICIARIES OF THE TRUST. THE SPONSOR FURTHER ACKNOWLEDGES THAT NEITHER THE INTEREST IN THE TRUST OR ANY SUBACCOUNT IS REGISTERED AS A SECURITY UNDER THE LAWS OF THE UNITED STATES OR OF ANY STATE.

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**SCHEDULE D
TO THE JOINDER AGREEMENT
First Party Maine Trust for People with Disabilities
MASTER TRUST AGREEMENT**

**Authorization to Use or Disclose
Protected Health Information**

Name of Beneficiary _____ Date of Birth _____
Address _____
Phone _____ Social Security Number _____

Identity of Beneficiary's Representative

If this authorization is being given by the Beneficiary's representative (e.g., the Beneficiary's guardian or, if the Beneficiary is a minor, the Beneficiary's parent), the identity of the Beneficiary's representative must be disclosed below:

Name of Beneficiary's representative: _____
Address: _____
Relationship to Beneficiary: _____
Authority to act as Beneficiary's representative: _____

The above Beneficiary, or his or her above representative, hereby authorizes the use or disclosure of the Beneficiary's Protected Health Information as described below.

Identity of Health Care Providers

The Beneficiary's Health Care Providers who are authorized to release information under this authorization are as follows: ***(Check appropriate boxes and complete information.)***

The Beneficiary's primary care physician:
Name: _____
Address: _____

The Beneficiary's specialty physician #1:
Name: _____
Address: _____

The Beneficiary's specialty physician #2:
Name: _____
Address: _____

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The Beneficiary's Social Service agency:

Name: _____

Address: _____

Recipient of Health Information

The Protected Health Information that I have identified below may be disclosed to and used by only the following organization under this Authorization:

Maine Trust for People with Disabilities, Inc.
P.O. Box 9729
Portland, ME 04104-5029

Health Information that I Authorize to be Released

I hereby authorize the Health Care Provider(s) identified above and any employee or member of their workforce to use and disclose the Beneficiary's **complete health care record** (called "Protected Health Information"), which includes all related Protected Health Information such as treatment, consultations, correspondence, amendments, corrections or clarifications of Protected Health Information, billing records, etc., except that, unless I have checked the box(es) below, I do **not** authorize the release of the specific Protected Health Information listed below in (a) through (d). (***Check appropriate boxes and initial applicable spaces.***)

(Initials) _____

(a) HIV Information

I **do** authorize the use and disclosure of health information related to testing, diagnosis or treatment of HIV, pursuant to Maine law, namely, 5 M.R.S.A. chapter 501.

(Initials) _____

(b) Substance Abuse Treatment Information

I **do** authorize the use and disclosure of treatment information related to testing for, or the diagnosis or treatment information related to testing for, or the diagnosis or treatment of, alcohol or substance abuse pursuant to federal regulations, namely, 42 CFR part 2. (***Note:*** Treatment information disclosed under 42 CFR part 2 may not be re-disclosed to other parties without the express written authorization of the Beneficiary or his or her representative, or by court order.)

(Initials) _____

(c) Mental Health Treatment Information

I **do** authorize the use and disclosure of information related to mental health treatment. This does **not** include Psychotherapy Notes, as defined by federal regulations, namely, 45 CFR § 164.501. (***Note:*** Signing this form will not authorize the release of psychotherapy notes).

(Initials) _____

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(d) Other Protected Health Information

I **do** authorize the use and disclosure of the following other specific Protected Health Information, including relevant date(s) of treatment:

(Initials) _____

Use of Health Information

The Protected Health Information that I have identified above may be used and disclosed only for the purpose of providing the Maine Trust for People with Disabilities with information needed to administer and distribute assets held by the Trust for the benefit of the Beneficiary. I do **not** authorize the Maine Trust for People with Disabilities to make subsequent disclosures of the identified Protected Health Information to other parties without my written consent. Re-disclosure of alcohol or substance abuse treatment information disclosed under federal regulations, namely, 42 CFR part 2, (*see section titled "Substance Abuse Treatment Information" above*) may not occur without your express written authorization or by court order.

(Initials) _____

Re-disclosure

I understand and agree that any Protected Health Information used or disclosed to the Maine Trust for People with Disabilities and that I subsequently agree to have re-disclosed to other parties or that may be subject to re-disclosure under federal regulations will no longer be protected by federal or state privacy regulations or laws.

Revocation

I understand that I may revoke this Authorization, in writing, at any time, by sending written notification to the Health Care Provider(s) named above. I understand that if I revoke this Authorization, it will not affect actions taken by the Health Care Provider(s) in reliance on the Authorization prior to the Health Care Provider's receipt of the revocation. I understand that the revocation will not be effective if the Authorization was obtained as a condition of obtaining coverage under an insurance policy intended to be used to fund the Beneficiary's account in the Maine Trust for People with Disabilities, to the extent that other law provides the insurer with the right to contest a claim under the policy or the policy itself. I also understand that revocation of this Authorization may be the basis for the Maine Trust for People with Disabilities taking such actions as described below in *Right to Refuse Authorization*. I understand that each Health Care Provider named above may have a Notice of Privacy Practices that states exceptions to my right to revoke this Authorization and/or a description of how to revoke this Authorization with respect to them.

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Right to Refuse Authorization

I understand that I may refuse to authorize the disclosure of all or part of my Protected Health Information, but such refusal may result in the Maine Trust for People with Disabilities not being able to formulate a proper basis on which to make distributions from the Trust to the Beneficiary. In the event the Maine Trust for People with Disabilities determines that my refusal to authorize the release of needed Protected Health Information inhibits the primary purpose of establishing or managing a special needs trust account for the Beneficiary, I agree that the Maine Trust for People with Disabilities may exercise its right to refuse to open an account for the Beneficiary, refuse to make distributions to or for the use and benefit of the Beneficiary, and, if deemed necessary, close the Beneficiary's account with the Trust and return the balance of the account assets pursuant to the provisions of the Trust Agreement and related documents.

Authorization Not Required

I understand that I am not legally required to consent to the disclosure of any of the Beneficiary's Protected Health Information.

Expiration of Authorization

I agree that this Authorization will remain in effect for 30 months (except as otherwise permitted under Maine law,) or, if earlier, this Authorization will expire when the Beneficiary no longer has an account with the Maine Trust for People with Disabilities.

Copy

I understand that I have a right to receive a copy of this Authorization.

I give this Authorization as a voluntary act.

Signature of Beneficiary or Beneficiary's Representative

Date

Print or type name of signer

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NOTE: This page to be completed by the Board of Advisors of the Maine Trust for People with Disabilities

Application is: Approved

Declined

Subaccount number assigned to Beneficiary: _____

Special conditions or restrictions that will apply to this account: _____

Maine Trust for People with Disabilities
Board of Advisors

Date: _____

By: _____
Member, Board of Advisors