

CONFIDENTIAL INFORMATION

JOINDER AGREEMENT

for

Third 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 Third 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 Third 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: Life Insurance or Annuity Payable to the Trust*
- *Schedule E: Consent to Release Health Information*
- *The Master Trust Agreement of the Third 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 to administer the Trust.

Master Trust Agreement means the master trust agreement of the Third 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 Third Party Maine Trust for People with Disabilities.

Sponsor means any individual or entity that establishes a Subaccount for a Beneficiary under this Joinder Agreement. A Beneficiary may not be the Sponsor of his or her own Subaccount. A Sponsor may contribute funds to a Subaccount by gift, Last Will and Testament, contract or other method indicated in this Joinder Agreement.

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 Third 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 to Beneficiary: _____

Name and Address of Sponsor's spouse:

Social Security Number of Sponsor's spouse: _____

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 relating 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. _____

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Funding Subaccount

Each Subaccount must be funded with a minimum of \$10,000. Funding can be either “current funding” (that is, funding begins when this Joinder Agreement is signed), or it can be “future funding” (that is, the funding begins at some time in the future). If the Sponsor wishes to do current funding of the Subaccount, the current funding can be done either as a single lump sum contribution of at least \$10,000, or it can be done as an initial deposit of at least \$5,000 with an agreement by the Sponsor to pay the balance in annual installments over no more than 5 years, so that after 5 years the Subaccount has received a total of at least \$10,000 in contributions.

Indicate below the selected form of funding by checking the appropriate box(es).

Current Funding

The Subaccount is being funded now with assets described in Schedule A, and the form of funding is as follows:

- LUMP SUM: I elect to make a single lump sum contribution of \$ _____ (**must be at least \$10,000**). 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) _____

- INSTALLMENT PAYMENTS: I elect to make contributions in installments. My initial contribution will be \$ _____ (must be at least \$5,000), which I will contribute within 30 days of my receiving notice that this Joinder Agreement has been accepted by the Board of Advisors. I will also make an additional annual installment contribution of at least \$ _____ for _____ years (*not to exceed 4 years*). My annual installment contribution will be made no later than December 1 of each year and will total at least \$10,000 within 5 years of my initial contribution.

(Sponsor's initials) _____

NOTE: If the Sponsor selects the installment payment method of funding and a Subaccount is not funded with a minimum of \$10,000 within five years of the time the Subaccount is initially opened, the Board of Advisors reserves the right to close the Subaccount, apply a penalty of 10% and return the balance of the funds to the Sponsor. No distributions will be made to the Beneficiary until the Subaccount has been funded with a minimum of \$10,000. All non-cash

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assets transferred to the Trust to fund a Subaccount will be sold by the Trust and re-invested as indicated below. Any income taxes due as a result of the sale of non-cash assets by the Trust will be paid by the Subaccount to which the sale proceeds are credited. The Board of Advisors may reject any assets offered by the Sponsor for transfer to a Subaccount if the Board of Advisors determines the particular property is inappropriate to be held by the Trust.

Future Funding

The Subaccount will be funded in the future as follows:

- Under the Last Will and Testament of the Sponsor (or if the Sponsor is married, then under the Last Will and Testament of the last to die of the Sponsor or the Sponsor's spouse).
(Sponsor's initials) _____

- Under a Living Trust established by the Sponsor or the Sponsor's spouse.
(Sponsor's initials) _____

- With life insurance paying death benefits of \$_____. *
(Sponsor's initials) _____

- Annuity paying a death benefit of approximately \$_____. *
(Sponsor's initials) _____

- IRA, 401(k), pension or other retirement plan with a death benefit of approximately \$_____. *
(Sponsor's initials) _____

- Other (*identify*) _____
paying a death benefit of approximately \$_____.
(Sponsor's initials) _____

**If the Sponsor indicates that funding will be from life insurance, an annuity, an IRA, a pension or other retirement plan, then "Schedule D" must be initialed. The Sponsor should also provide the custodian of any such asset with a new beneficiary designation form that names the "Maine Trust for People with Disabilities, fbo [name of Beneficiary]" as the recipient of the proceeds following the Sponsor's death.*

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Changes in Future Funding

Any proposed or designated future funding indicated above may be revoked by the Sponsor during his or her life. The Sponsor agrees that he or she will promptly notify the Board of Advisors of any such revocation.

Property Received after Beneficiary's Death

The Trust will not accept funds or other assets for a Beneficiary's Subaccount after the death of the Beneficiary.

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

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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.

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.

- Unless otherwise earlier requested by the Sponsor or the Beneficiary's legal representative, there should be no distributions from the Subaccount to the Beneficiary until after the death of:
 - The Sponsor
 - The Sponsor and the Sponsor's spouse
 - Other: *(specify)* _____

(Sponsor's initials) _____

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- 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

State below who should receive any assets that may remain in the Subaccount after the death of the Beneficiary.

(NOTE: The Sponsor may, if he or she so desires, leave some or all of the remaining assets to the Maine Trust for People with Disabilities, Inc., in which case the gift will be used to pay the cost of administering the Trust and also to fund accounts for individuals with disabilities who do not have assets to fund an account of their own or to add funds to an already established, but substantially depleted Subaccount. The Sponsor also may elect to leave some or all of the remaining assets to any charity or non-profit organization, including the agency that provides services to the Beneficiary. Lastly, the Sponsor may elect to leave some of all of the remaining assets to any of the agencies that financially support the Trust. A list of such agencies is enclosed with the package of materials provided with this Joinder Agreement.)

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

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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Sponsor's Right to Amend

The Sponsor hereby elects to: *(check appropriate box)*

- Irrevocably** name the person(s) and entities above as being entitled to any funds that remain in the Subaccount following the death of the Beneficiary.

(Sponsor's initials) _____

- Retain the right to change** the person(s) and entities entitled to any funds that remain in the Subaccount following the death of the Beneficiary.

(Sponsor's initials) _____

NOTE: The election made above may have estate or gift tax consequences to the Sponsor. The Sponsor should consult with a tax advisor before selecting an option.

Settlor as Default Recipient

The **Maine Trust for People with Disabilities, Inc.**, will be deemed to be the named recipient of any portion remaining in the Subaccount that cannot be fully and finally distributed following the death of the Beneficiary, whether such is the case due to the Sponsor failing to name a recipient of the funds following the death the Beneficiary, or such recipient cannot be located after reasonable efforts are made. The Sponsor acknowledges that the Board of Advisors may incur additional costs if a named recipient of the remainder of the Subaccount cannot be located easily following the death of the Beneficiary. The Sponsor acknowledges and agrees that the Trust may recover its reasonable costs and expenses associated with locating and communicating with such recipients.

(Sponsor's initials) _____

Early Termination of the Subaccount

The Sponsor acknowledges that Section 6.5 of the Master Trust Agreement provides that under certain circumstances a Subaccount may be terminated prior to the Beneficiary's death, in which event the net assets of the Subaccount shall be distributed in accordance with Section 6.5 of the Master Trust Agreement.

(Sponsor's initials) _____

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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 Third 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 might 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, and all such reporting obligations shall be fulfilled by the Beneficiary or his or her legal representative. 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 an irrevocably 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.

Termination Prior to Funding of Subaccount

The Sponsor may terminate this Joinder Agreement if the Subaccount has not been funded at the time of termination, in which case the Master Trust Agreement and this Joinder Agreement shall become null and void as to the Sponsor and the Beneficiary, the Trust, Trustee, Settlor and Board of Advisors shall have no future obligations to the Sponsor or the Beneficiary.

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.

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- 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 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.
- 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 to report any taxable income distributed from the Beneficiary's Subaccount. 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

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benefits as long as their actions are within the scope of applicable law.

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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LETTER OF INTENT

(for use by a Sponsor who establishes a Subaccount for a Beneficiary)

for: _____
(Name of Beneficiary)

It is important that the Board of Advisors knows your wishes and hopes for the individual with disabilities. The more we know, the better we will be able to make appropriate decisions on how to use the assets in the Subaccount you are establishing.

The outline below is intended to provide you with a general guide you can use to tell us the most important information. You should use extra pages and attach them to this sheet if the space below is not adequate to fully answer the question. Please try to provide **several preferences under each heading**. For example, under the first heading of “Residence,” you could indicate:

- 1st Choice – live in an apartment with assistance.
- 2nd Choice – live in a group supported living arrangement.
- 3rd Choice – live with a family member, such as a sister or brother.

Residence: *If something should happen to you tomorrow, where will the Beneficiary live? In a group supported living arrangement, or in an apartment with assistance, or in a family member’s home, or somewhere else? Please explain.*

Education: *What do you see as the Beneficiary’s capabilities and potential for additional education or training?*

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Employment: *What sort of work has the Beneficiary enjoyed? What has she or he done in the past, and what is he or she currently doing? Do you think he or she would be best working in a supported group or working alone? What do you think his or her employment goals, aspirations and are? What do you think his or her employment limitations are?*

Medical Care: *What should future caregivers know about the medical care of the Beneficiary? Does he or she have any physical limitations?*

Social: *What social activities are enjoyed by the Beneficiary? For example, favorite activities, community recreation activities, travel, or other.*

Religious: *Does the Beneficiary identify with a particular religion or attend a specific church or synagogue?*

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Other: *What other important information regarding the Beneficiary should we know?*

**Sponsor's
General**

Desires: *All disbursements from the Subaccount to the Beneficiary are made at the discretion of the Board of Advisors. With this in mind, what are your desires as to how funds in the Subaccount might be used?*

After you complete all of the life planning areas, please **sign and date this important document**. This letter will be kept with your trust documents to provide the Board of Advisors with guidelines for future disbursement. This letter can be changed or supplemented any time in the future.

Date: _____

Sponsor's Signature

Print or Type Sponsor's Name

STATE OF MAINE

COUNTY OF _____, ss _____, 20__

Acknowledged and subscribed before me by the Sponsor *[insert Sponsor's name on line]* _____, who is personally known to me or who produced _____ *[e.g., driver's license]* as identification, and declared the above to be his or her true signature and his or her free act and deed.

My commission expires: _____

Notary Public / Attorney at Law

(Note to Sponsor: Please complete the Disabilities & Equipment table on the next page.)

CONFIDENTIAL INFORMATION

DISABILITIES & EQUIPMENT NEEDS

for: _____
(Name of Beneficiary)

TYPE	YES	NO	EQUIPMENT	YES	NO	FUNDING SOURCE
VISUAL			Glasses			
Blind			White cane			
Impaired			Heading 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

CONFIDENTIAL INFORMATION

**SCHEDULE A
TO THE JOINDER AGREEMENT
Third 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: \$ _____

Sponsor's Initials

CONFIDENTIAL INFORMATION

SCHEDULE B TO THE JOINDER AGREEMENT *Third 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.

CONFIDENTIAL INFORMATION

Cont'd

SCHEDULE B TO THE JOINDER AGREEMENT

TO THE THIRD 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.

Sponsor's Initials

CONFIDENTIAL INFORMATION

SCHEDULE C TO THE JOINDER AGREEMENT *Third 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 (symbol: 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

CONFIDENTIAL INFORMATION

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.

Sponsor's Initials

CONFIDENTIAL INFORMATION

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

Life Insurance or Annuity Payable to the Trust

Any life insurance, annuity or other policy that will be used to fund a Subaccount should designate the “*Maine Trust for People with Disabilities*” as the beneficiary of that policy.

Even though a life insurance, annuity or other policy names the Trust as its designated beneficiary, the owner of the policy (whether the owner is the Sponsor or some other person) shall retain all ownership rights, options, and privileges under the policy, including the right to receive all sickness, disability or other benefits payable by the policy and all dividends accruing on the policy during the insured’s life. Upon receipt of proof of the death of the insured individual (or, if sooner, upon maturity of the policy prior to the insured’s death) and upon receiving possession of the policy, the Board of Advisors will make reasonable efforts to collect all sums payable on the policy, and the net amount of insurance receipt will allocated to the Subaccount established by the Sponsor. The Board of Advisors may, if it elects in its discretion, exercise any settlement options under any policy. The Board of Directors may compromise, arbitrate or otherwise adjust claims upon any of the policies. The receipt of the Board of Advisors to the insurer shall be a full discharge, and the insurer is not required to see to the application of the proceeds.

The Trustee and Board of Advisors shall not be liable for any acts or omissions of the Sponsor or owner in connection with or relating to any policy or completing any beneficiary designation for any policy, and shall not be required to prosecute any action to collect any insurance or to defend any action relating to any policy unless indemnified in manner and amount satisfactory to the Board of Advisors. Upon the death of the insured individual, the Board of Advisors will collect all policy proceeds payable to the Trust as a result of the insured’s death. Neither the Board of Advisors nor the Trustee shall collect from the insured’s estate or from any other person any repayment on any loan secured by any insurance policy, notwithstanding that any such loan may diminish the net death proceeds payable to the Trust.

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The Board of Advisors shall have the power to execute and deliver receipts and other instruments, to compromise or adjust disputed claims in such manner as it, in its sole discretion, determines appropriate, and to take such steps as it determines, in its sole discretion, are necessary or appropriate for collection of any insurance proceeds and to pay the expenses of collection out of the Subaccount. However, if payment on any policy is contested or refused, the Board of Advisors shall not be obligated to take any action for collection unless and until it shall have been indemnified for its reasonable satisfaction against any loss, liability or expense, including reasonable attorneys' fees.

Sponsor's Initials

CONFIDENTIAL INFORMATION

**SCHEDULE E
TO THE JOINDER AGREEMENT
Third 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: _____

The Beneficiary's Social Service agency:
Name: _____
Address: _____

CONFIDENTIAL INFORMATION

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) thorough (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) _____

CONFIDENTIAL INFORMATION

(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.

CONFIDENTIAL INFORMATION

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

CONFIDENTIAL INFORMATION

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