

**A.** **Adoption of Pooled Trust**:

The undersigned hereby enrolls in and adopts the Amended and Restated Life Plan Pooled Self-Settled Trust, Declaration of Trust, dated \_\_\_\_\_\_\_\_\_\_\_\_, 2021, as amended from time to time, which is incorporated herein by reference, in Life Plan Trust, Inc., is Trustee. The Trust is irrevocable and this joinder agreement, once accepted, is irrevocable.

This Trust is a pooled trust, governed by the laws of North Carolina, in conformity with the provisions of 42 U.S.C. §1396p(d)(4)(C). To the extent there is conflict between the terms of this Trust and the governing law, the law and regulations shall control.

**B.** **Grantor**:

 1. Name:

 2. Address:

 3. SSN:

 4. Home: Work:

 Fax: Mobile:

 E-mail: Pager:

 5. Birth date:

 6. Relationship to Beneficiary:

7. Most Recent Profession: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. Most Recent Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**C. Beneficiary**:

 1. Name:

 2. Address:

 3. SSN:

 4. Home: Work:

 Fax: Mobile:

 E-mail: Pager:

 5. Birth date:

 6. Relationship to Grantor:

**D.** **Primary Representative: Guardian or Representative**:

If the Beneficiary has a legal representative (e.g. legal guardian or conservator, representative payee, agent acting under a durable power of attorney, trustee, or other legal representative or fiduciary) that person shall serve as the Primary Representative. If there is no legal representative of the Beneficiary, then the Primary Representative shall be the Grantor. The Primary Representative is the person with whom the Trustee is authorized to communicate regarding the Beneficiary’s interest. The Grantor and the Beneficiary agree that the Trustee may rely upon the representations of the Primary Representative. The Grantor and the Beneficiary further agree to hold the Trustee harmless for relying on the representations of the Primary Representative. State the Primary Representative’s name, address, and relationship to the Beneficiary:

 1. Name:

 2. Address:

 3. SSN:

 4. Home: Work:

 Fax: Mobile:

 E-mail: Pager:

 5. Birth date:

 6. Relationship to Beneficiary:

**E.** **Successor Primary Representative**:

If the person listed in Section D ceases to serve, please list below, in order, the persons that you would like to be successor Primary Representatives:

 1. Name:

 2. Address:

 3. SSN:

 4. Home: Work:

 Fax: Mobile:

 E-mail: Pager:

 5. Birth date:

 6. Relationship to Beneficiary:

**Alternate:**

 1. Name:

 2. Address:

 3. SSN:

 4. Home: Work:

 Fax: Mobile:

 E-mail: Pager:

 5. Birth date:

 6. Relationship to Beneficiary:

If none of the named Primary Representatives or successors are able to serve, how would you like to select another Primary Representative?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**F.** **Current Benefits**: Circle one

 1. Does Beneficiary receive

 Supplemental Security Income(SSI)? Yes/No

 If so, how much per month? \_\_\_\_\_\_\_\_

 2. Does Beneficiary receive

 Supplemental Security Disability

 Income (SSDI)? Yes/No

 If so, how much per month? \_\_\_\_\_\_\_\_

 3. Does Beneficiary receive Social

 Security Income? Yes/No

 If so, how much per month? \_\_\_\_\_\_\_\_

 4. Does Beneficiary receive Medicaid? Yes/No

 If so what is the Medicaid card number? \_\_\_\_\_\_\_\_

 5. Does Beneficiary receive Medicare? Yes/No

 If so, what is the Medicare card number? \_\_\_\_\_\_\_\_

 6. Does Beneficiary receive Yes/No

 Veteran’s Administration benefits?

 If so, how much per month? \_\_\_\_\_\_\_\_

7. Does Beneficiary receive Yes/No

 Department of Aging services?

 If so, what agency provides care? \_\_\_\_\_\_\_\_

 What services provided? \_\_\_\_\_\_\_\_

 How much care provided? \_\_\_\_\_\_\_\_

 8. Does Beneficiary receive Yes/No

 Food stamps?

 If so, how much per month? \_\_\_\_\_\_\_\_

 9. Does Beneficiary receive Yes/No

 Department of Mental Health

 services or funds?

 If so, how much per month? \_\_\_\_\_\_\_\_

 What services? \_\_\_\_\_\_\_\_

10. List all other forms of government assistance that the Beneficiary receives:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**G.** **Health Insurance**:

If the Beneficiary is covered under any policy of health insurance, what is the insurer’s name and address, what is the policy number?

**Primary:**

 1. Insurer:

 2. Address:

 3. Policy No.:

 4. Agent/Contact person:

 **Secondary:**

 1. Insurer:

 2. Address:

 3. Policy No.:

 4. Agent/Contact person:

**H. Prepaid Funeral**:

If the Beneficiary is covered under any prepaid funeral or burial insurance plan, what is the insurer’s name and address, and what is the policy number?

 1. Insurer:

 2. Address:

 3. Policy No.:

 4. Agent/Contact person:

**I. Disability:**

 1. What is the nature of the Beneficiary’s disability?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 2. If the Beneficiary’s condition has been medically diagnosed, what is the diagnosis?

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**J. Source of Funds**:

Pursuant to federal law, the trust will only accept assets held in sole tenancy.

 **IMPORTANT:** Where the Grantor and Beneficiary are separate individuals and both the Beneficiary and Grantor have funds or assets to place in trust for the Beneficiary, separate Sub-Accounts should be established and separate Joinder Agreements completed for each set of funds. Please fill out either section a or b below whichever applies to this Sub-Account.

a. Beneficiary’s assets to be transferred to the trust -- list here. (Note: Medicaid may have a prior lien in relation to personal injury proceeds.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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b. Grantor’s assets -- list here.

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**K.** **Distributions of the Remainder upon the Beneficiary’s Death:**

If this Pooled Trust Sub-Account is funded with the Beneficiary’s own money, federal law at 42 U.S.C § 1396p(d)(4)(C) provides that any assets remaining in a Trust sub-account at the death of the Beneficiary are subject to a State Reimbursement Claim by the State for any Medicaid benefits made on the Beneficiary’s behalf. Such claims have first priority. Rather than repaying the State for medical assistance provided, the Grantor may elect that an amount be retained by the Trust to be used for the sole benefit of other disabled individuals or other charitable purposes.

**If this Trust Sub-Account is being funded with assets that do not belong to the Beneficiary, then there is no requirement that State Reimbursement Claims be satisfied and no such funds will be distributed to satisfy any of these claims.**

1. Trust’s Remainder Share: Please note what percentage of the Beneficiary’s Sub-Account remaining corpus or fixed sum you elect to be retained by the Trust after being used to satisfy State Reimbursement Claims if any:

 a. Percentage to be Retained by Trust: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **OR**

 b. Fixed Sum to be Retained by Trust: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

#  AND

 c. Please indicate whether you elect the Sub-account’s remaining corpus to be retained by the Trust in the event that the remaining corpus in the Beneficiary’s Sub-Account is insufficient to distribute funds to any Final Remainder Beneficiary/ies after satisfaction of State Reimbursement Claims

Initial here to effectuate the above election:

 2. **Final Remainder Beneficiary**: If funds remain after distributions to satisfy State Reimbursement Claims and the Trust’s Remainder Share, list below the persons or entities that you would like to receive the funds.

Annual statements will be sent to the Remainder Beneficiary(ies) as stated below. Statements will not be sent to Successor Remainder Beneficiary(ies) unless directed otherwise.

**NOTE** that the Grantor may choose, for a variety of reasons, including tax reasons, to reserve the right to amend the Remainder Beneficiaries of a Sub-Account. The Grantor must sign one of the two following lines:

A) The Grantor reserves the authority to amend the designation of Remainder Beneficiaries:

or,

B) The Grantor does not reserve the authority to amend the designation of Remainder Beneficiaries which designation shall be revocable:

 **Remainder Beneficiary**:

 1. Name:

 2. Address:

 3. SSN:

 4. Home: Work:

 Fax: Mobile:

 E-mail: Pager:

 5. Birth date:

 6. Relationship to Beneficiary:

7. a) Percentage of Trust to be distributed to this Beneficiary , or

b) Fixed sum from Trust to be distributed to this Beneficiary:

8. Indicate order of priority of distribution; if no priority is indicated then distributions will be made pro rata:

 **Remainder Beneficiary**:

 1. Name:

 2. Address:

 3. SSN:

 4. Home: Work:

 Fax: Mobile:

 E-mail: Pager:

 5. Birth date:

 6. Relationship to Beneficiary:

7. a) Percentage of Trust to be distributed to this Beneficiary , or

b) Fixed sum from Trust to be distributed to this Beneficiary:

8. Indicate order of priority of distribution; if no priority is indicated then distributions will be made pro rata:

**Remainder Beneficiary**:

 1. Name:

 2. Address:

 3. SSN:

 4. Home: Work:

 Fax: Mobile:

 E-mail: Pager:

 5. Birth date:

 6. Relationship to Beneficiary:

7. a) Percentage of Trust to be distributed to this Beneficiary , or

b) Fixed sum from Trust to be distributed to this Beneficiary:

8. Indicate order of priority of distribution; if no priority is indicated then distributions will be made pro rata:

 **Remainder Beneficiary**:

 1. Name:

 2. Address:

 3. SSN:

 4. Home: Work:

 Fax: Mobile:

 E-mail: Pager:

 5. Birth date:

 6. Relationship to Beneficiary:

7. a) Percentage of Trust to be distributed to this Beneficiary , or

b) Fixed sum from Trust to be distributed to this Beneficiary:

8. Indicate order of priority of distribution; if no priority is indicated then distributions will be made pro rata:

NOTE: If you wish to name more than four final remainder beneficiaries, please attach a list of the additional remainder beneficiaries to the Joinder Agreement. In addition, if the remainder beneficiary dies prior to distribution of the trust, that beneficiary’s share shall be distributed to his or her heirs per stirpes. If you wish to have those funds distributed differently, please attach documentation providing your direction to this Joinder Agreement.

FURTHER NOTE: If a lapse occurs in distribution, all remaining funds shall be retained as a part of the Trust’s Remainder Share.

FINAL NOTE: Locating Final Remainder Beneficiaries. Grantor acknowledges that Life Plan Trust, Inc., may incur additional costs if Final Remainder Beneficiaries or the beneficiaries of Grantor’s estate cannot be located easily. Grantor acknowledges and agrees that the Trustee may recover its reasonable costs and expenses associated with locating such beneficiaries.

**L.** **Fees and Expenses:**

Grantor agrees to pay the fees in accordance with Schedule A that is attached hereto and that may be amended from time to time. If fees are not paid in advance by Grantor, the Trustee is authorized to charge such fees to a Beneficiary’s Sub-Account.

A minimum of one year’s fee will be charged for any account that is closed before twelve months from the original funding date.

All accounts will be charged a $250.00 closing fee.

Fees are not refundable.

If the one-time enrollment fee has been paid for a Sub-Account that is not funded, but the annual fees for that Sub-Account are then not paid, the Trustee will notify the Grantor that the Sub-Account is in default. If the fees that are due are not paid within sixty (60) days after notice, or if the Grantor does not make arrangements acceptable to the Trustee to pay such fees, the Trustee may terminate the Beneficiary’s Sub-Account. Should the Grantor wish to re-enroll the Beneficiary at a later date, an additional enrollment fee must then be paid and a new Sub-Account will be established at that time.

The Trustee may initiate an investigation into the nature of the Beneficiary’s disability. This would include a review of an existing Care Plan, if available, or the development of a Care Plan for the Beneficiary. The Care Plan will be used by the Trustee as a guide when reviewing requests for distributions, to ensure that distributions will meet the Beneficiary’s goals and objectives, that such distributions are made solely for the benefit of the Beneficiary, and that such distributions are made for supplemental needs only.

Each Grantor acknowledges and agrees to pay the costs of the development of a comprehensive Care Plan for the Beneficiary. The costs for such Plan, and the ongoing review and modification thereof, shall be charged against the Beneficiary’s Sub-Account.

**M.** **Trust Disbursements:**

The Grantor recognizes that all disbursements are discretionary, as directed by the Trustee. With this in mind, the Grantor expresses the following desires as to how funds in the Trust Sub-Account might be used: (Please include the name of service, service provider, vendor name, address and phone, cost of service or merchandise, whether periodic and when disbursement should be scheduled to be made).

Proposed Disbursements:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**N.** **Conservatorship or Guardianship Cases**:

Where the Beneficiary has also been adjudicated incompetent pursuant to an order from a court of competent jurisdiction, the Courts may require retention of jurisdiction over the Trust and its administration. Please attach any court order delineating any additional limitations in regard to the Trust's provisions and its administration. (Note: If the Court orders retention of jurisdiction over the Trust on behalf of its ward, then Life Plan Trust, Inc., as Trustee, must be served with summons and made a party to the proceeding).

**O.** **Miscellaneous:**

1. The provisions of this Joinder Agreement may be amended as the Grantor and the Trustee may jointly agree, so long as any such amendment is consistent with The Life Plan Pooled Self-Settled Trust and the then-applicable law.

2. Taxes:

a. The Grantor acknowledges that the Trustee has made no representation to the Grantor that contributions to the Trust are deductible as charitable gifts, or otherwise.

b. Grantor acknowledges that Trustee has made no representations as to the gift or tax consequences of directing funds to the Trust and has recommended that the Grantor seek independent tax and legal advice.

c**.** Trust Sub-Account income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary subject to applicable exemptions and deductions. Professional tax advice is recommended.

d**.** Trust Sub-Account income may be taxable to the Trust, and when this is the case, such taxes shall be payable from the applicable Trust Sub-Accounts.

3. This Trust is a pooled trust, governed by the laws of North Carolina, in conformity with the provisions of 42 U.S.C. §1396p, amended August 10, 1993, by the Omnibus Budget Reconciliation Act of 1993. To the extent there is conflict between the terms of this Trust and the governing law, the law and regulations shall control.

4. Any dispute relating to this Joinder Agreement, the Trust or the applicable sub-account shall be brought in the Superior Court in the county in which the principal office of Trustee is located, which, at the time of the execution of this amended and restated Declaration of Trust, is Wake County, North Carolina. By executing this Joinder Agreement, Grantor consents to jurisdiction and venue in said Court for himself, herself or itself, as well as Grantor’s heirs and assigns.

## P. Acknowledgment By Grantor:

Each Grantor acknowledges that he or she has been advised to have Life Plan Pooled Self-Settled Trust reviewed by his or her own attorney prior to the execution of this Joinder Agreement.

Each Grantor acknowledges that the Trustee is not licensed or skilled in the field of social services. Grantors acknowledge and agree that the Trustee may conclusively rely upon the Primary Representative or Beneficiary to identify and apply to programs that may be of social, financial, developmental or other assistance to Beneficiaries. The Trustee, its agents and employees, as well as their agents’ and employees’ heirs and legal and personal representatives, shall not in any event be liable to any Grantor or Beneficiary or any other party for its acts as Trustee so long as the Trustee acts reasonably and in good faith.

Each Grantor recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and each Grantor agrees that the Trustee will not in any event be liable for any loss of benefits as long as the Trustee acts in good faith.

Each Grantor acknowledges and agrees that the Trustee, its agents and employees, as well as their agents’ and employees’ heirs and legal and personal representatives, shall not in any event be liable to any Grantor or Beneficiary or any other party for its acts as Trustee so long as the Trustee acts reasonably and in good faith.

Each Grantor acknowledges that upon execution of the Joinder Agreement by Grantor and the Trustee, and the funding of a Sub-Account for a Beneficiary, that this Trust, as to the Grantor and the Beneficiary, is irrevocable. Each Grantor acknowledges that after the funding of a Sub-Account, the Grantor shall have no further interest in and does thereby relinquish and release all rights in, control over, and all incidents of interest of any kind or nature in and to the contributed assets and all income thereon.

Each Grantor 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 and tax advice by Life Plan Trust, Inc., its agents or employees, in deciding to execute this Joinder Agreement.

Each Grantor further represents, warrants and agrees:

1. That he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed;

2. That if he or she has not had Life Plan Pooled Self-Settled Trust or the Joinder Agreement reviewed by his or own attorney, that he or she voluntarily waives and relinquishes such right;

1. That he or she has been provided a true and correct copy of The Life Plan Pooled Self-Settled Trust and this Joinder Agreement prior to the signing of this Joinder Agreement;

4. That he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments; and

5. That Life Plan Trust, Inc., or its designee, may be a Remainder Beneficiary of a portion of the Sub-Account established hereby upon the death of the Beneficiary as provided in Section K of this Joinder Agreement.

6. That the Grantor/Beneficiary agrees to hold harmless Life Plan Trust, Inc., and its employees, directors, and officers against any and all liability loss, damage, cost or expenses, including attorneys’ fees, arising from its acts or omissions.

**Q. Federal** **Taxes; Indemnification by Grantor:**

Each Grantor acknowledges that a trust Sub-Account may be treated as a grantor trust for federal income tax purposes as provided under IRC §671 et. seq. and the treasury income tax regulations thereunder. In such event, all allocable income, gains or losses shall be reported on the Grantor’s federal income tax return and taxable to the Grantor. Each Grantor acknowledges that the Grantor, the primary representative, or the Beneficiary shall be responsible for completing, signing and mailing their own federal and/or state income tax returns to report the income of the trust Sub-Account that is taxable to them as their interest may appear. Each Grantor hereby indemnifies the Trustee from any and all claims for income tax liabilities of his or her Sub-Account which is treated as a Grantor trust for federal income tax purposes.

IN WITNESS WHEREOF, the undersigned Grantor(s) have reviewed and signed this Joinder Agreement, understand it and agree to be bound by its terms, and the Trustee has accepted this Joinder Agreement, parties hereby execute this Joinder Agreement to be effective on , 20\_\_\_\_.

Grantor

Life Plan Trust, Inc., as Trustee

By:

Title:

State of North Carolina

County of

On , 20\_\_\_\_, personally appeared before me, , who acknowledged that s/he is the of the maker, Life Plan Trust, Inc., and is authorized by the maker to execute this instrument on behalf of the maker.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires:

**Acknowledgment by Grantor**

State of North Carolina

County of

On , 20\_\_\_\_, personally appeared before me, , Grantor, with whom I am personally acquainted or who proved to me on satisfactory evidence to be the person who executed the foregoing instrument, and who acknowledged that s/he executed the same as his/her free act and deed.

Notary Public

My commission expires:

*(Or, if executed by Grantor’s Attorney in Fact)*

**Acknowledgment by Grantor’s Attorney-in-Fact**

State of North Carolina

County of

On , 20\_\_\_\_, personally appeared before me, , with whom I am personally acquainted or who proved to me on satisfactory evidence to be the person who executed the foregoing instrument as attorney-in-fact for , Grantor, and who acknowledged that s/he executed the same as the free act and deed of Grantor.

Notary Public

My commission expires:

## Schedule A

## Fee Structure and Trust Guidelines

Life Plan Trust provides a range of services which can be tailored to each client’s circumstances by serving as Trustee. We work with families of individuals with developmental, intellectual disabilities, mental illness and other disabilities by developing comprehensive plans for future care. Life Plan works with investment professionals under a Pooled Trust umbrella. The Trustee fee covers basic fiduciary and administrative services, accounting, and professional investment services.

**ANNUAL FEE**

Fees are deducted each month using the applicable percentages and based on the prior months ending market value. This fee will be reflected on your monthly statement as

 **TIERS** **RATE**

Trusts $500,000-$1,000,000 1.25%

Trusts $1,000,000-$3,000,000 1.00%

Trusts $3,000,000-$5,000,000 0.75%

Balances over $5,000,000 0.50%

**SMALL TRUST ADMINISTRATION**

$250,000-$500,000 annual rate of $5,000.00

Less than $250,000 annual rate of $2,500.00



**Administrative Services Include:**

* Provide principal and income accounting and send quarterly statements
* Trust tax return preparation and filing
* Pay bills on the beneficiary’s behalf and reimburse 3rd party for approved purchases
* Advisement on the use of trust funds in order to adhere to SSI and Medicaid regulations and not jeopardize eligibility for beneficiaries receiving these benefits
* Assign a Family Services Coordinator to each family/beneficiary
* Annual Care Plan review

**Personal Services May Include:**

* Research available community resources and make referrals to various agencies that provide supportive services to individuals with disabilities
* Attend treatment team meetings and advocate that decisions are made in the best interest of the beneficiary
* Provide educational opportunities and skill training
* Available to shop for beneficiary
* Plan special outings and parties during holidays and other memorable occasions like birthdays
* Coordinate gifts and parties for special occasions and holidays
* Coordinate services for shopping, companionship, travel reservations, and laundry
* Advocate and/or refer individuals to community resources

**Investment Services**

Life Plan Trust works with investment professionals approved by the Board of Directors to provide for both growth while preserving the trust assets.

**Termination Fee\*\*\***

A 1% termination fee will be charged based on the closing market value prior to distributing and closing of the account.

\*\*\* This fee may be negotiated with board approval