

Acceptance Date: _____ Sub-Account number: _____
(To be provided by trustee)

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JOINDER AGREEMENT

for

and

THE FIRST MARYLAND DISABILITY TRUST

The undersigned, _____, the Grantor, in consideration of the covenants, promises, and representation contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby enrolls in and adopts the Amended and Restated Declaration of Trust (the "Declaration") of First Maryland Disability Trust, Inc. dated the 21st day of December, 2015, establishing THE FIRST MARYLAND DISABILITY TRUST (the "Trust"). The Declaration is attached hereto as Exhibit A and incorporated herein by reference. By joining the Trust through this Joinder Agreement (the "Agreement"), the Grantor hereby establishes a Sub-Account, as described in the Declaration, for _____ as Beneficiary. This Agreement and the Sub-Account created hereunder become irrevocable upon acceptance of the Agreement by the Trustee.

-Article I-

Definitions

1.2 "Trustee" means the person serving from time to time as Trustee or as a Successor Trustee of the Trust. The term "Trustee" being used herein in the singular means all Trustees collectively as well as individually.

1.2 Terms of art used or defined in the Declaration. All terms of art used or defined in the Declaration, including without limitation "Trustee," "supplemental needs," "supplemental



care,” “ government benefits,” and “disabled” shall have the same meaning as used or defined in the Declaration.

1.3 “Joinder Agreement” means this written agreement between the Trustee and Grantor by which the Grantor establishes a Sub-Account for the benefit of a Beneficiary under this Trust.

-Article II-

Distributions From Sub-Account During Life of Beneficiary

2.1 Rules for distributions during the life of the Beneficiary. Distributions from the Beneficiary’s Sub-Account may be made during the life of the Beneficiary in accordance with the provisions below.

2.2 Benefit Solely for Beneficiary. The Beneficiary’s Sub-Account will be administered solely for the benefit of the Beneficiary.

2.3 Discretion of Trustee. The Grantor recognizes and acknowledges that all distributions are subject to the Trustee’s *sole and absolute discretion*, and that the Trustee shall only make distributions solely for the Beneficiary’s supplemental needs and supplemental care.

2.4 Distributions Pursuant to Supplemental Needs Plan and Budget. The Trustee, in cooperation with the Grantor and the Beneficiary’s case manager or Care provider agency, may prepare an individual supplemental needs plan and budget for the Beneficiary. Any non-support items that are required for maintaining the Beneficiary’s health, safety and welfare may be provided for the current use and benefit of the Beneficiary when, in the sole and absolute discretion of the Trustee, such needs are not being met by any public agency, or are not otherwise being provided by any other source available to the Beneficiary. The Supplemental Needs Plan and Budget shall be reviewed each year.

2.5 Expression of Wishes, Plans and Goals. The Grantor acknowledges that all distributions are at the Trustee's sole and absolute discretion. With this in mind, the Grantor and/or Beneficiary may provide the Trustee with his/her desires as to how assets in the Sub-Account might be used on behalf of the Beneficiary during the Beneficiary's lifetime. The Trustee, without in any way limiting its discretion in making distributions hereunder, agrees to consult with the Grantor from time to time and at the reasonable request of the Grantor with respect to distributions to or for the benefit of the Beneficiary.

2.6 Notice of Application for Public Benefits and Approval, Denial or Termination of Benefits. In order to enjoy the benefits of the Trust to the fullest extent possible, the Beneficiary, or the Beneficiary's legal representative, is required to notify the Trustee of any change in his or her public benefits status, including (without limitation) whenever the Beneficiary:

- A) applies for public benefits;
- B) has an application for public benefits approved;
- C) has an application for public benefits denied; and/or,
- D) has public benefits terminated.

Notice shall be in writing, by certified mail, return receipt requested, to the Trustee at the current business address as listed on Page 10. Said notice shall be made within 10 (ten) days of the event for which notice is required. *In no event shall the Trustee be liable for making disbursements which result in a reduction of public benefits, a termination of public benefits, or ineligibility for public benefits when the Trustee did not have actual notice of such public benefits at the time such disbursements may have been made or requested.*

-Article III-

Distributions Upon the Beneficiary's Death

3.1 Payment of taxes and administrative expenses prior to final distribution. To the extent permitted by law, the Trustee shall pay all taxes due to any State or the Federal government by reason of the Sub-Account on the death of the Beneficiary, including estate and income taxes due to any State or the Federal government, reasonable fees for administration of the Trust and for terminating and wrapping up the Trust, including (without limitation) accountings, court filings, and the like.

3.2 Election of Retention by Trust after the death of the Beneficiary. The Grantor may elect in Exhibit C to have the Trust retain all or any portion of the assets in the Sub-Account, if any, following the death of the Beneficiary. The Trustee shall retain such funds for credit to the account of The First Maryland Disability Trust, Inc. to be used for its charitable purposes of providing support for individuals with disabilities to live healthy, safe, meaningful and productive lives.

3.3 Reimbursement to State Medicaid programs for payments made on behalf of Beneficiary. Funds not retained pursuant to the foregoing Section 3.2 shall be distributed as follows. The Trustee shall obtain a statement of claim from each State Medicaid program claiming to have made payments of behalf of the Beneficiary. The Trustee may take such action as it deems appropriate to obtain adequate substantiation of the amounts claimed by a State's Medicaid program. Payment shall be made after reasonable lapse of the time allowed for seeking judicial or administrative review of the final decision of the Medicaid program as to the amount due. If the Sub-Account is exhausted by paying Medicaid claims, no further distributions shall be made.

3.4 Share of Sub-Account distributed to Heirs or Legatees. Funds not retained pursuant to the foregoing Section 3.2 nor distributed pursuant to Section 3.3 shall be distributed as follows.

The Trustee shall distribute the funds to the individuals or organizations designated in Exhibit C. In the event of a dispute, the Trustee shall at the expense of the Sub-Account seek a judicial determination of the appropriate distribution of the remaining balance of the Sub-Account. ***In the event there is no instruction pursuant to Exhibit C for payment to the State and/or a designation of Remainderman, then and in that event all funds remaining in the sub-account shall be distributed to the First Maryland Disability Trust, Inc. to be used for its charitable purposes.***

-Article IV-

Trustee Fees

4.1 Trustee fees. Trustee fees shall be charged as set forth in the Trustee's Current Fee Schedule provided upon the signing of this Joinder and as amended from time to time. Fees are not refundable.

-Article V-

Miscellaneous Provisions

5.1 Amendments. The provisions of this Joinder Agreement may be amended as the Grantor and the Trustee may jointly agree, provided any such amendment is consistent with the Declaration and any then-applicable law.

5.2 Taxes. The Grantor acknowledges that:

1. the Trustee has made no representations to the Grantor that contributions to the Trust are deductible as charitable gifts for any Federal or state law relating to income, estate or gift tax, or otherwise, and in fact understands that they are not;

2. Sub-Account income, whether paid in cash or distributed in-kind through purchases of goods and services for the Beneficiary, may be taxable to the Beneficiary, subject to applicable exemptions and deductions; and

3. Sub-Account income may be taxable to the Trust, and when this is the case, such taxes shall be payable directly from the Sub-Account whose income gives rise to such taxes to be paid; the Trustee may allocate taxes among Sub-Accounts in any reasonable way, in its sole and absolute discretion.

5.3 Additional Information Concerning Grantor and Beneficiary. Additional information concerning the Grantor and the Beneficiary hereunder, as may be required by the Trustee, shall be provided by the Grantor. The Grantor hereby warrants that such information is true and complete to the best of the Grantor's knowledge as of the time of the Grantor providing such information. The Trustee shall be entitled to rely on such information in performing its duties as provided herein without being required to make further inquiry as to its accuracy or completeness. The sufficiency of such information shall be determined by Trustee in its sole and absolute discretion.

5.4 Designated Advocate. The Grantor may identify one or more individuals who shall serve as advocate.

5.5 Governing Law. This Trust administered by The First Maryland Disability Trust is a pooled trust, governed by the laws of Maryland 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 that there is a conflict of terms between the terms of the Trust Agreement and/or this Joinder Agreement and the governing law as from time to time amended, the law and regulations shall control.

5.6 Accountings. The Trustee shall provide the Grantor with a statement of account, showing all distributions from, charges against, and credits to the Sub-Account during the prior fiscal year, within 60 days following the end of the Trust's fiscal year.

5.7 Notices. Except as otherwise provided herein, any notice, information or document required to be provided pursuant to this Agreement shall be sent by first class mail, postage prepaid, to the Grantor at the address shown in Exhibit B and to the Trustee at the address shown on Page 10 of this document. The Grantor and the Trustee shall provide notice of any change of address to which notice is to be sent.

5.8 Limitation on Damages. With respect to any Sub-Account, damages are limited to the total of all contributions made to the Sub- Account less all administrative costs and legal fees charged to the Account and actual distributions made to or for the benefit of the Beneficiary.

5.9 Claims against the Trust or Trustee by anyone other than a Grantor or Beneficiary. In the event of a dispute between the Trust or Trustee and anyone other than a Grantor or Beneficiary, concerning any matter related to or arising from this Joinder Agreement and/or the Declaration, the Trustee may in its discretion charge the cost, including without limitation attorney's fees, of resolving such dispute to the Sub-Account in question.

5.10 Authority of Grantor to Establish An Account on Behalf of Beneficiary. The Grantor shall furnish to the Trustee such proof as the Trustee, in its sole and absolute discretion, may require in order to satisfy itself that the Grantor has the requisite status under law to establish an account on behalf of the Beneficiary. Such proof shall be deemed to be conclusive evidence that the Grantor enjoys the requisite status. The Trustee shall in no event be required to inquire further as to the accuracy, veracity, authenticity, or completeness of any proof submitted by the Grantor.

5.11 Agreement Understood by Grantor. The Grantor hereby agrees to and acknowledges that the Grantor:

1. has reviewed this Joinder Agreement and fully understands its terms;
2. has had full, complete, and fair opportunity to seek the advice of legal counsel concerning this Joinder Agreement, whether or not the Grantor has done so;
3. agrees to be bound by the terms of this Joinder Agreement, and said Agreement is binding on the Grantor's heirs, successors, and assigns; and
4. is not executing this Joinder Agreement because of any promises, covenants or representations other than those contained in this Joinder Agreement and the Declaration.

5.12 Agreement Constitutes Entire Understanding Between Parties. This Joinder Agreement, together with the Declaration attached hereto as Exhibit A and incorporated herein by reference, constitutes the entire understanding between the parties. No promises, agreements or representations, expressed or implied, have been made, except those contained in this writing, and all corrections and additions hereto shall be in writing, specifically designated as an addition or amendment to this Joinder Agreement, and signed by the parties.

5.13 Severability. Any provision of this Joinder Agreement that is adjudged invalid or unenforceable under the laws of any place where the terms of the Agreement are to be performed, or are sought to be enforced, shall be deemed inoperative without invalidating such provision elsewhere or any of the other provisions of this Agreement.

5.14 Section Headings. Section headings are for purposes of convenience only and shall have no bearing on the interpretation of any provision of this Joinder Agreement or the Declaration.

IN WITNESS WHEREOF, the undersigned Grantor has signed this Joinder Agreement on this _____ day of _____, 20____ and the Trustee has accepted and signed this Joinder Agreement on this _____ day of _____, 20_____.

GRANTOR'S SIGNATURE

WITNESS SIGNATURE

Grantor Signature

Witness Signature

Please Print Name

Please Print Name

Address: _____

Address: _____

Grantor's Attorney's Signature

Please Print Name

Address: _____

STATE OF MARYLAND)
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____,
20____, by _____ who [] is personally known by
me, or who produced _____ as identification.

Notary Public
My Commission Expires: _____

THE FIRST MARYLAND DISABILITY TRUST

By: _____

_____, Trustee

Print name:

State of Maryland)
County of)

Sworn to and subscribed before me this _____ day of _____,
20__ by _____, Trustee, who is personally
known to me, or who produced _____ as
identification.

Notary Public

My Commission Expires: _____

Exhibits to the Joinder Agreement

- A. Declaration of Trust
- B. Grantor and Beneficiary Information
- C. Instructions for Post-Mortem Distributions of Trust Assets

The First Maryland Disability Trust, Inc.
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Lutherville, MD 21093
(410) 296-4408