

Beneficiary Name: _____
Trust sub-account number: _____ Acceptance Date: _____
These blanks to be completed by the Trustee

THE FMDT THIRD PARTY SPECIAL NEEDS TRUST JOINDER AGREEMENT

This is a legal document. You are encouraged to seek independent, legal advice before signing this document.

_____ Grantor(s), in consideration of the mutual covenants, promises and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby enrolls in and adopts The FMDT Third Party Special Needs Trust Declaration of Trust Agreement (the "Declaration"), executed by First Maryland Disability Trust, Inc. (the "Trustee"), and dated December 20, 2013, which is attached as Exhibit "A" and incorporated by reference into this document. The Declaration established The FMDT Third Party Special Needs Trust (the "Trust"). The effect of joining the Trust through this FMDT Third Party Special Needs Trust Joinder Agreement (the "Agreement") shall be to establish a Trust sub-account for the Beneficiary designated herein.

Article I Revocability

1.01 The Agreement, and the Trust sub-account created hereunder, shall be irrevocable upon acceptance of the Agreement by the Trustee.

1.02 The Grantor acknowledges that upon signing the Agreement and contributing assets to the Beneficiary's Trust sub-account, the Grantor shall have no further interest in and does hereby relinquish and release all rights in control over and all incidents of ownership in any of the assets of the Trust sub-account.

Article 2 Definitions

2.01 Terms used in the Agreement shall have the same meanings as set forth in the Declaration.

Article 3
Beneficiary

3.01 The Trust sub-account is being established for _____ (the “Beneficiary”).

Article 4
Distributions From Trust Sub-Account During Life of Beneficiary

4.01 Distributions from the Beneficiary’s Trust sub-account may be made by the Trustee, in its sole and absolute discretion, during the life of the Beneficiary in accordance with the provisions of Trust.

Article 5
Distributions Upon Beneficiary’s Death

5.01 The Trust sub-account shall terminate upon the Beneficiary’s death and shall then be administered as provided in Article 7 (Distribution Upon Beneficiary’s Death) of the Declaration. For this Trust sub-account, the Remainderman to whom the remaining assets shall be distributed are those persons designated in Exhibit C, *The Designation of Remainderman*, attached to the Agreement and hereby made a part hereof.

Article 6
Trustee Compensation

6.01 The Trustee shall be entitled to compensation for its services as per Article 11.6 (Trustee Entitled to Reasonable Compensation) of the Declaration. Grantor hereby acknowledges receipt of the Trustee’s current fee schedule and acknowledges that the Trustee’s compensation may from time to time change as provided in Article 11.6 (Trustee Entitled to Reasonable Compensation) of the Declaration.

Article 7
Miscellaneous Provisions

7.01. Qualification for Programs. Grantor acknowledges that the Trustee has no duty to seek programs of government assistance for the Beneficiary. Grantor and the Legal Representative of the Beneficiary may identify programs that may be of social, financial, developmental or other assistance to the Beneficiary and pursue qualification on behalf of the Beneficiary.

7.02. Irrevocability. The provisions of the Agreement may not be revoked, amended or modified by the Grantor or the Beneficiary.

7.03. Amendments to the Agreement. Notwithstanding the irrevocability of the Agreement as to the Grantor and Beneficiary, the Trustee may amend the Agreement to comply with its purposes and intent and to conform with any statutes, rules or regulations or policies which affect any of the Trust, the Beneficiary and the Beneficiary's eligibility for government assistance.

7.04. Limitation of Liability. Grantor recognizes and acknowledges the uncertainty and changing nature of laws, regulations, policies and procedures relating to government assistance and the Trustee will not in any event be held liable for any loss of benefits or government assistance or for any act or omission of the Trustee, as long as the Trustee shall act in good faith.

7.05. Tax Treatment. The Grantor acknowledges that the Trustee has made no representation to the Grantor or the Beneficiary, or anyone acting of the behalf of either, regarding any tax matter, including but not limited to the consequences of assets being transferred to or held in the Trust sub-account or the Trust. Grantor acknowledges that he or she has had the opportunity to consult whomever the Grantor wishes, to obtain professional tax advice for the Grantor and the Beneficiary.

7.06. Governing Law. This Agreement is created and shall be construed under the laws of the State of Maryland and of the United States of America.

7.07. Full and Complete Disclosure. The Grantor recognizes that the Grantor must provide complete and accurate contact information regarding the Grantor, the Beneficiary and Remainderman. Grantor acknowledges that the Trustee has the right to rely on information that the Grantor provides. Any change in circumstances that might affect the Beneficiary, the Trust, the duties of the Trustee as those duties pertain to the Beneficiary, including the death of a Beneficiary will be reported to the Trustee as soon as possible.

7.08. Agreement Constitutes Entire Understanding Between Parties. The Agreement, together with the Declaration and other Exhibits, constitute the entire understanding between the parties. No promises, agreements or representations, expressed or implied, have been made except those contained in this writing.

7.09. Opportunity to Seek Legal Counsel. The Grantor acknowledges that the Grantor has reviewed the Agreement and the Declaration and fully understands its terms; has been advised to, and has been given the opportunity to, seek the advice of independent legal counsel concerning the Agreement, agrees to be bound by the terms of the Agreement; and is not executing the Agreement because of any promises, covenants or representations other than those contained in the Agreement and the Declaration. Grantor further acknowledges that neither the Trustee, nor any of its employees or agents, have offered or given the Grantor or any Beneficiary any legal advice regarding the Agreement, the Declaration or the Trust.

7.10. Severability. The invalidity or unenforceability of any provision of the Agreement, or the application thereof to any person or circumstance, in any jurisdiction shall in no way impair, affect or prejudice the validity or enforceability of the remainder of the Agreement in that jurisdiction or the validity or enforceability of the Agreement, including that provision, or the application thereof to other persons and circumstances, in any other jurisdiction.

7.11. Headings. The headings, titles and subtitles herein are inserted solely for convenient reference and shall be ignored in any construction thereof.

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have signed the Agreement on this _____ day of _____, 20____, and the Trustee has accepted and signed the Agreement on this _____ day of _____, 20____ (to be completed by Trustee).

GRANTOR'S SIGNATURE

GRANTOR'S SIGNATURE

Grantor Signature

Grantor Signature

Grantor Printed Name

Grantor Printed Name

WITNESS SIGNATURES (2)

1. _____
Witness 1 Signature

2. _____
Witness 2 Signature

Witness 1 Printed Name

Witness 2 Printed Name

Address

Address

State of _____, County of _____

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

Notary Public (Seal)

State of _____, County of _____

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

Notary Public (Seal)

FIRST MARYLAND DISABILITY TRUST

WITNESS SIGNATURE

By: _____

Witness Signature

Printed Name

Witness Printed Name

First Maryland Disability Trust
1400 Front Avenue, Suite 200
Lutherville, Maryland 21093

Address

State of _____, County of _____

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

Notary Public (Seal)

Exhibits to the Joinder Agreement

- A. Declaration of Trust**
- B. Grantor and Beneficiary Information**
- C. Designation of Remainderman**