

Acceptance Date: _____

Sub-Account Number: _____

**First Maryland Disability Trust, Inc.
POOLED SPECIAL NEEDS TRUST JOINDER AGREEMENT**

This is a legal document and an irrevocable agreement. You are encouraged to seek professional legal advice before signing.

This agreement is made between _____ (the Grantor) and the First Maryland Disability Trust, Inc., Trustee.



I. Grantor Information:

Grantor Relationship:

- Self
- Parent & Natural Guardian* Grandparents*

(* Please attach a copy of the Birth Certificate(s))

- Court Appointed Guardian** Grantor, Non Guardian**

(** Please attach a copy of the Court Order)

Grantor wishes to contribute the assets listed below to the First Maryland Disability Trust Pooled Special Needs Trust for the benefit of _____ (the Beneficiary), a disabled person, as defined in 42 U.S.C. § 1382c(a)(3), COMAR 10.09.24.02B(19) and COMAR 10.09.24.05-4B, and establish a Trust Sub-Account in accordance with the terms and conditions of the First Maryland Disability Trust (FMDT) Declaration of Trust that has been delivered to the Grantor for review on _____ (date).

Cash to be deposited to trust: \$ _____

II. Source of Funding (check all that apply):

- Personal Injury Settlement/Award
- Medical Malpractice Settlement/Award
- Pharmaceutical Settlement/Award
- Structured Settlement***
- Inheritance
- Beneficiary's Personal Funds
- Other (please describe): _____

*** If a structured settlement will pay into the trust, please provide a copy of the settlement agreement, irrevocable assignment to the Trustee, the name and contact information for the insurance company and the policy number.

III. Beneficiary Information:

Full Name: _____

Date of Birth: _____ SSN: _____

IV. Terms of Joinder Agreement:

A. Understanding of Agreement. The Grantor confirms that he/she has read, understands and agrees to be bound by the terms of the First Maryland Disability Trust (FMDT) Declaration of Trust (and any amendments thereto), which is attached to this agreement as Exhibit A, and made a part hereof. The Grantor acknowledges by his/her signature below that:

- 1) The assets contributed to the First Maryland Disability Trust Pooled Special Needs Trust are not deductible as charitable gifts.
- 2) The deposit of Assets to a Trust Sub-Account is an irrevocable deposit and cannot be returned for any reason, including death of the Beneficiary.
- 3) The expenditure and distribution of funds from the Beneficiary's Trust Sub-Account on behalf of the Beneficiary is within the sole and absolute discretion of the Trustee.
- 4) The Trustee has the authority to liquidate any asset. The receipts from any sale minus costs associated with the sale will be deposited into the Beneficiary's Trust Sub-Account.
- 5) The Grantor acknowledges that income from a Beneficiary's Trust Sub-Account is taxable to the Beneficiary and, upon request by the Beneficiary and in the Trustee's sole discretion, such taxes may be paid from the Beneficiary's Trust Sub-Account.
- 6) Exhibit C, Post-Mortem Instructions for Distribution of Assets, has been completed and signed, and is irrevocable.
- 7) Trustee and other fees shall be charged in accordance with the Fee Schedule as amended from time to time.

B. Notice Concerning Public Benefits. In order to enjoy the benefits of the Trust to the fullest extent possible, the Beneficiary is required to notify the Trustee of any change in his or her public benefits status, including (without limitation) whenever the Beneficiary:

- 1) applies for public benefits;
- 2) has an application for public benefits approved;
- 3) has an application for public benefits denied; and/or
- 4) has public benefits terminated.

Notice shall be in writing, and mailed by certified mail, return receipt requested, to the Trustee at its current business address. 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 disbursements may have been made or requested.

C. 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;

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- 3) agrees to be bound by the terms of this Joinder Agreement, and that 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 of Trust (and any amendments thereto).

D. Agreement Constitutes Entire Understanding Between Parties. This Joinder Agreement, together with the Declaration of Trust (and any amendments thereto) 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.

E. Governing Law. This Trust administered by the First Maryland Disability Trust, Inc. 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.

F. 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 provisions elsewhere or any of the other provisions of this Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

Acceptance Date: _____

Sub-Account Number: _____

In Witness Whereof, I _____ (Grantor), have read this agreement and the First Maryland Disability Trust (FMDT) Declaration of Trust, and agree to be bound by the terms therein. I accept that First Maryland Disability Trust, Inc., as Trustee has sole and absolute discretion regarding decisions made with respect to the Beneficiary's Trust Sub-Account.

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

Grantor's Attorney's Signature

Please Print Name

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

Acceptance Date: _____

Sub-Account Number: _____

The First Maryland Disability Trust, Inc., Trustee

By: _____

Print Name

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

Exhibits to the Joinder Agreement

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

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