



Enrollment Packet for JOINDER AGREEMENT III

Joinder Agreement III is the application to establish a sub-account in Trust III of The Master Pooled Trust (MPT). This Enrollment Packet contains: (1) Instructions (pgs. i-vii), (2) Joinder Agreement III (pgs. 1-12) and (3) the Joinder III Mailing Checklist. After reading these instructions and completing the Joinder Agreement III, use the Joinder III Mailing Checklist to ensure that any and all application materials are ready to be submitted to MPT.

Want to enroll a Beneficiary in the MPT? MAIL a completed joinder agreement!

There is no online, email or fax enrollment.

ONLY CASH assets can be accepted
NO real property (real estate)
NO oil, gas or mineral rights



The Beneficiary is enrolled in the MPT when The Arc of Texas has approved and signed the Joinder Agreement III.

Allow a MINIMUM OF TWO WEEKS for The Arc of Texas Master Pooled Trust to review a completed Joinder Agreement III (and any required documents)

Mailing Instructions

Mail application materials to:

The Arc of Texas
Master Pooled Trust
8001 Centre Park Drive, Suite 100
Austin, Texas 78754

Include the following application materials:

- (1) The completed Joinder Agreement III (*with original, pen-signatures and notary stamp*);
- (2) Completed Joinder III Mailing Checklist;
- (3) Enrollment Fee check made payable to "The Arc of Texas" for \$600.00;
- (4) A copy of any required additional documents; a copy of the will, life insurance policy or trust that

will fund the Trust III sub-account. (5) If applicable, include the **Funding Check** made payable to "The Arc of Texas Master Pooled Trust FBO (Beneficiary's first and last name).

What is Trust III?

Trust III is a Third Party Trust. Third Party Trust sub-accounts are typically funded by parents, other family or friends, who wish to set-aside money during their lifetime or at their death to the Beneficiary's Trust sub-account. Money may be left to the Beneficiary's Trust sub-account in a will or life insurance policy. The following language will help attorneys or life insurance agents properly reference The Arc of Texas Master Pooled Trust III.

If [name of Beneficiary] is living at my death, then [specify dollar amount or percentage] shall be delivered to The Arc of Texas, Inc. and paid to **The Arc of Texas Master Pooled Trust III, dated December 2, 2000** - for the benefit of [name of Beneficiary].

Trust III, a discretionary trust, allows for more flexibility (as compared to Trust I) while still protecting the Beneficiary's means-tested public benefits. This means that *if* appropriate, both basic support and supplemental payments may be paid with funds from the Beneficiary's sub-account.

What is the Master Pooled Trust?

The Master Pooled Trust is a program managed by The Arc of Texas consisting of four special needs master trusts. These four trusts are already drafted and meet the Social Security Administration and Texas Medicaid’s requirements for a special needs trust. Any resident of the state of Texas who meets Social Security Administration’s definition of an individual with a disability is eligible to join the MPT. Once enrolled in the MPT, this individual is known as the Beneficiary. **Remember: Trusts I, II, III and IV all protect means-tested public benefits, such as SSI and Medicaid.**

The money in each sub-account is pooled (combined) for purposes of investment. Beneficiaries only have access to their own sub-account funds (including pro-rata earnings). After the sub-account is funded, a four-digit sub-account number and tax ID number will be assigned.

Third Party Trusts		Self-Settled Trusts	
Trust I and Trust III are “Third Party Trusts” meaning the person putting money into the Trust is a <u>different person</u> than the individual with a disability.		Trust II and Trust IV are “Self-Settled Trusts” meaning the person putting money into the Trust is the <u>same person</u> as the individual with a disability.	
Trust I	Trust III	Trust II	Trust IV
Supplemental	Discretionary *Recommended	Supplemental	Discretionary *Recommended
May be established for a Beneficiary of any age without penalty to that Beneficiary’s SSI or Medicaid.		Established for Beneficiaries under age 65. <i>If the Beneficiary is OVER age 65, a transfer of assets determination must be made by the Beneficiary’s attorney because a penalty may be assessed by Texas Medicaid.</i>	

Instructions for completing Joinder Agreement III

Example images in these instructions (pgs. i-vii) are visual aids ONLY. MPT will only accept answers provided on the Joinder Agreement III (pgs. 1-12) - not answers written on these instructions.

Type **OR** handwrite answers when completing Joinder Agreement III, **DO NOT DO BOTH.**

The Beneficiary’s own funds CANNOT be placed in a Trust III sub-account.

Grantor:

The Grantor is the person or entity establishing the sub-account for the Beneficiary. The Grantor must be a person or entity other than the Beneficiary, this includes a parent, other family member, a friend, a trust, or any combination of these. The Grantor CAN NOT be the Beneficiary.

Answer every question in the Grantor section.

C. Grantor:

- Name: _____
- Address: _____
- Social Security Number: _____
- Telephone: Home: _____ Work: _____
- Birthdate: _____
- Relationship to Beneficiary: _____

Beneficiary:

The Beneficiary (the individual with a disability) is the person benefiting from the sub-account. **All information about the Beneficiary** (including the Beneficiary’s Social Security Number) is required. (If the Beneficiary does not have an email address or phone number, write “N/A.”)

D. Beneficiary:

- Name: _____
- Address: _____
- Social Security Number: _____
- Telephone: Home: _____ Work: _____
Email: _____ Cell Phone: _____
- Birthdate: _____

Guardians/Representatives- SECTIONS E & F:

The Grantor must decide who will be the **Primary Representative** (the main point of contact for MPT). The Primary Representative is the **ONLY** person who is able to request disbursements, update contact information, correspond with MPT and receive financial statements after the sub-account is funded. **The Primary Representative is required to:** complete and submit Disbursement Request Forms, responsibly monitor quarterly sub-account bank statements, communicate with MPT, update sub-account contact information and maintain a close relationship with the Beneficiary.

The Primary Representative may be: the Beneficiary, legal guardian, representative payee, parent, sibling, other family member, a close friend, a social worker or a case manager. **If the Grantor's will or life insurance policy will fund the sub-account**, the Grantor MAY NOT be the Primary Representative.

SECTION E:

With the chosen Primary Representative in mind, review the three situations below and determine which applies. **The legal representative is NOT required to be the Primary Representative.**

Follow only one of the three options for section E:

1) **Beneficiary has a legal representative who will ALSO be the Primary Representative**

- **Section E.1. (a-d) Beneficiary's legal representative:** Write the legal representative's name and contact information in this section.
- **Section E.2. Write the legal representative's name.**
 - Write an individual employee's name and phone/email in section E.2. if the Beneficiary's legal representative is an organization.

2) **Beneficiary has a legal representative who will NOT be the Primary Representative**

- **Section E.1. (a-d) Beneficiary's legal representative:** Write the legal representative's name and contact information in this section.
- **Section E.2. Write the name of the chosen Primary Representative.**

3) **Beneficiary HAS NO legal representative**

- **Section E.1. (a-d) Beneficiary's legal representative:** Write "none."
- **Section E.2. Write the name of the chosen Primary Representative.**

SECTION F:

With the chosen Primary Representative in mind, review the two situations below and determine which applies. **Follow only one of the two options for section F.**

1) **The Primary Representative listed in E.2. IS the Grantor, Beneficiary or legal representative**

- **First Alternate:** An additional person must be listed with all contact information.
- **Second Alternate:** A third person must be listed with all contact information.

2) **The Primary Representative listed in E.2. is NOT the Grantor, Beneficiary or legal representative**

- **First Alternate:** The chosen Primary Representative's contact information must be listed.
- **Second Alternate:** An additional person must be listed with all contact information.

Section E.

E. Guardians/Representatives:

Unless the Grantor requests otherwise and until the Grantor is no longer able to serve as such, the Grantor shall be the Beneficiary's Primary Representative. When the Grantor is no longer able to act as the Beneficiary's Primary Representative, the Guardian or legal representative listed below in Sec. E-1 shall be the Primary Representative (with a court-appointed Guardian, if any, taking precedence).

1. **Beneficiary's legal representative [e.g., legal guardian, conservator, representative payee, agent acting under a durable power of attorney, trustee, or other legal representative or fiduciary]:**

a. Name: _____

b. Address: _____

c. Telephone: Home: _____ Work: _____

Email: _____ Cell Phone: _____

d. Relationship: _____

2. **The Primary Representative will be:** _____

Section F.

F. **Alternates:** If the person listed in Section E-2 ceases to serve, please list below, in order, the persons that you would like to be successor Primary Representatives:

First Alternate:

1. Name: _____

2. Address: _____

3. Telephone: Home: _____ Work: _____

4. Relationship: _____

Second Alternate:

1. Name: _____

2. Address: _____

3. Telephone: Home: _____ Work: _____

4. Relationship: _____

No Alternates Remaining:

MPT relies on the information provided in the No Alternates Remaining section after the Primary Representative and all Alternate Representatives are no longer able to serve. Sample directives to the No Alternates Remaining section of the Joinder Agreement III include: “Ask the Beneficiary”, “Ask the attorney”, “Ask Aunt Jane, 512-555-5555”, “Ask closest living relative” or other instructions.

No Alternates Remaining:
If none of the named Primary Representatives or successors are able to serve, how would you like for the Manager to select another Primary Representative?

* If this section is left blank, funds from the sub-account will be used to locate an appropriate Primary Representative. *

Current Benefits:

To determine which benefits from the Social Security Administration the Beneficiary is receiving, obtain a Benefits Planning Query (BPOY) by calling: 1-800-772-1213.

ALL CURRENT BENEFITS INFORMATION IS REQUIRED.

For Medicaid information, visit <https://yourtexasbenefits.com/>, call 2-1-1 or 1-877-541-7905.

G. Current Benefits:
1. Does Beneficiary receive Supplemental Security Income? (SSI) _____
If so, how much per month? _____
2. Does Beneficiary receive Social Security benefits? _____
If so, how much per month? _____
3. Does Beneficiary receive Social Security Disability Insurance? (SSDI) _____
If so, how much per month? _____
4. Does Beneficiary receive Medicaid? _____
If so what is the Medicaid card number? _____

All four (4) questions MUST BE ANSWERED. Write Yes or No (or applying/re-applying) for every benefit question. Write amounts if applicable.

Other Forms of Government Assistance:

If applicable, list other forms of assistance the Beneficiary is receiving that is not listed in the Current Benefits section. Examples may include: Medicare, QMB, SLMB, QI, HCS, TxHml, Nursing Home, Star+Plus and provider, Food Stamps, Section 8 housing, etc.

5. List all other forms of government assistance that the Beneficiary receives:
(i.e. Medicare, Veterans benefits, MHMR Services, Community Based Alternatives, housing subsidies, food stamps, etc.)

Health Insurance:

If the Beneficiary has private health insurance OR Medicare, include the type(s) and policy number(s) in this section of the Joinder Agreement III.

H. If the Beneficiary is covered under any policy of health insurance, what is the insurer's name and address, and what is the policy number?
1. Insurer: _____
2. Address: _____

3. Policy Number: _____

If the Beneficiary does NOT have private health insurance OR Medicare, write “N/A.”

Pre-Paid Funeral or Burial Insurance Plan:

If the Beneficiary has a pre-paid funeral or burial insurance plan, the Insurer’s name and address, and the policy number for the Beneficiary, must be provided.

If the Beneficiary does not have a pre-paid funeral or burial insurance plan, write “N/A.”

We encourage all Beneficiaries to have a pre-paid funeral plan. One can be purchased with sub-account funds during the Beneficiary’s life time.

I. 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 Number: _____

Disability:

If the Beneficiary’s medical diagnosis clearly describes the nature of the Beneficiary’s disability, write the medical diagnosis for questions J.1. and J.2. in this section for Joinder Agreement III. Answer J.3. to the best of your knowledge.

If the Beneficiary’s medical diagnosis does NOT clearly describe the nature of the Beneficiary’s disability, or if there is no medical diagnosis, answer all three questions to the best of your knowledge.

J. Disability

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

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

3. What is the prognosis at this time?

Source of Funds:

Third party Trust sub-accounts are typically funded by parents, or other family or friends, who wish to set-aside money during their lifetime or at their death to the Beneficiary’s Trust III sub-account. Money may be left to the Beneficiary’s sub-account in a will or life insurance policy.

Section K.1.

1. Source of Funds

a. Grantor’s funds – describe source:

THIS INFORMATION IS REQUIRED

The Beneficiary’s own money CANNOT be placed in a Trust III sub-account.

Will

1. Source of Funds

a. Grantor’s funds – describe source:

For Example:
Grandma’s will, (“John’s trust” inherits money from the will, not “John.”)

1. Source of Funds

a. Grantor’s funds – describe source:

For Example:
Dad’s life insurance policy, (policy pays to “John’s trust” not “John.”)

Life Insurance Policy

Gift

1. Source of Funds

a. Grantor’s funds – describe source:

For Example:
Gift from Aunt Jane, (to “John’s trust” not to John)

Understanding the Distribution of the Remainder upon death of Beneficiary:

The Grantor must decide how any remaining funds in the sub-account will be distributed upon the Beneficiary's death. The Grantor's answer to this question on the Joinder Agreement III cannot be changed once the Trust III sub-account is funded. Remaining funds will be distributed first to the Trust's Remainder Share, followed by the Final Remainder Beneficiaries if any funds remain.

(1) The Trust's Remainder Share: The Trust's Remainder Share (section K.2.a.) is a separate sub-account within the MPT used for individuals with disabilities at the discretion of the MPT as defined in Trust III.

(2) Final Remainder Beneficiaries: The Final Remainder Beneficiaries (section (K.2.b.(i)-(v))) are the people or organizations chosen by the Grantor to receive any remaining funds from the deceased Beneficiary's Trust III sub-account.

Completing the Trust's Remainder Share (section K.2.a.)

The Grantor decides how much to leave to the Trust's Remainder Share, if any. Grantors can leave 0%, 100% or any percentage between 1% and 99%. If 100% is left to the Trust's Remainder Share, then all funds will be retained by the Trust and none will be distributed (paid) to Final Remainder Beneficiaries. In the example, the Grantor left 10% to the Trust's Remainder Share.

If the Grantor decides to leave less than 100% to the Trust's Remainder Share, the Grantor must complete the Final Remainder Beneficiaries section. The Grantor must write in the Final Remainder Beneficiaries section (K.2.b.(i)-(v)): the names, addresses, telephone numbers and chosen percentage of funds to be distributed to each person or organization. The chosen percentage of funds for the Trust's Remainder Share and all Final Remainder Beneficiaries (K.2.b.(i)-(v)) totaled together must equal 100%.

If the Grantor leaves 100% to the Trust's Remainder Share, the Grantor must write "None" in (K.2.b.(i)) and "100%" in Total of Percentages.

If the Grantor wishes to list more than five Final Remainder Beneficiaries or any Contingent Beneficiaries, include this information on a separate page titled "Schedule C" and write "see Schedule C" at (K.2.b.(i)).

Early Termination of the sub-account

The Grantor indicates (in this section of Joinder Agreement III) how funds will be distributed if early termination of the sub-account occurs. The Grantor should check only one option, or indicate a preference order of 1, 2, 3. If a will or life insurance policy will fund the sub-account, the Grantor should put a checkmark next to the last option.

Section K.2.

2. Distribution of Remainder upon death of Beneficiary:

(1) Trust's Remainder Share → Trust's Remainder Share: Please note what percentage of the Beneficiary's sub-account Remainder you elect to be maintained by the Trust. 10%

The Trust's Remainder Share will be used in the Trustee's discretion as follows:

a. Trust's Remainder Share: Please note what percentage of the Beneficiary's sub-account Remainder you elect to be maintained by the Trust.

a) for the benefit of other indigent Beneficiaries, (b) to add indigent disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), to the Trust as Beneficiaries, or (c) to provide indigent disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), with equipment, medication or services deemed suitable for such persons by the Trustee.

b. If funds remain after distributions to the Trust's Remainder Share list below the persons or entities that you would like to receive the funds:

Include name, address, and telephone numbers of each Final Remainder Beneficiary. Then, using only the amounts from persons (i-v) in Section 2B (this section), verify that ages add up to 100% of the remaining funds.

(2) Final Remainder Beneficiaries →

Brother's First and Last Name _____ Telephone: 555-555-5555

Address: 123 Oak Street, Austin, TX, 78754

Current Age: 17 Percentage of Final Remainder (must total 100%) 45%

(ii) Name: Organization's Name Telephone: 555-555-5555

Address: 456 Oak Tree Drive, San Antonio, TX 78204

Current Age: N/A Percentage of Final Remainder (must total 100%) 45%

(iii) Name: _____ Telephone: _____

Address: _____

(iv) Name: _____ Telephone: _____

Address: _____

Current Age: _____ Percentage of Final Remainder (must total 100%) _____

(v) Name: _____ Telephone: _____

Address: _____

Current Age: _____ Percentage of Final Remainder (must total 100%) _____

*TOTAL OF PERCENTAGES: 100%

3. Early Termination of the sub-account. Article 12 of the Trust provides that under certain circumstances a sub-account (or the Trust) may be terminated prior to the Beneficiary's death. If the Beneficiary's sub-account is terminated before his or her death, the Manager will either distribute the sub-account's funds to the Beneficiary or on behalf of the Beneficiary unless the Manager is in its sole discretion deems such distribution to not be in the Beneficiary's best interests. If the manager deems such distribution not to be in the Beneficiary's best interest, how should the funds be distributed upon early termination of the Beneficiary's sub-account?

_____ To the Grantor

_____ To the Grantor's estate

_____ To the Final Remainder Beneficiaries listed in K2 above

Signature Page:

The individual listed as the Grantor(s) on page 1 of the Joinder Agreement III **must sign** the signature page in front of a Notary.

The Grantor(s) is only responsible for the highlighted portions of this page. The other sections will be completed and signed by The Arc of Texas Master Pooled Trust. Leave those areas blank.

(Note: if the answers on the Joinder Agreement III are typed, the Grantor(s) must still sign the signature page with a pen – no typed signatures will be accepted).

The Notary acknowledges the Grantor's signature by completing, signing and stamping the section titled "Acknowledgement of Grantor's Signature."

IN WITNESS WHEREOF:
Whereas the undersigned Grantor(s) have reviewed and signed this Joinder Agreement, understand it and agree to be bound by its terms;

Sign here _____ Date here _____
Grantor _____ Date _____

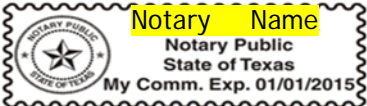
Grantor 2 (if applicable) _____ Date _____

and the Manager has accepted this Joinder Agreement;
The Arc of Texas, Inc., as Manager
By: _____ Name: _____
Title: _____

LEAVE THIS BLANK

The parties hereby execute this Joinder Agreement, to be effective as of the _____ day of _____, 20____.

ACKNOWLEDGEMENT OF GRANTOR'S SIGNATURE
THE STATE OF TEXAS
County of Your County Here



This instrument was acknowledged before me by Grantor's first and last name and _____, as Grantor(s), on Date here, 20 Date here

My commission expires: Date here

Notary Public, State of Texas
Notary Name here
(Print Name of Notary)

ACKNOWLEDGEMENT OF MANAGER'S SIGNATURE
THE STATE OF TEXAS
County of TRAVIS

LEAVE THIS BLANK

This instrument was acknowledged before me by an agent of The Arc of Texas, Inc., on _____, 20____.

The ORIGINAL pen-ink version of this page MUST be mailed to the Master Pooled Trust.

JOINDER AGREEMENT III
for
The Arc of Texas Master Pooled Trust

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

A. The undersigned hereby enrolls in and adopts The Arc of Texas Master Pooled Trust Agreement dated December 2, 2000, which is incorporated herein by reference.

B. Trust sub-account number: _____
(acct. # will be assigned by The Arc of Texas, upon enrollment)

C. Grantor:

1. Name: _____

2. Address: _____

3. Social Security Number: _____

4. Telephone: Home: _____ Work: _____

5. Birthdate: _____

6. Relationship to Beneficiary: _____

D. Beneficiary:

1. Name: _____

2. Address: _____

3. Social Security Number: _____

4. Telephone: Home: _____ Work: _____

Email: _____ Cell Phone: _____

5. Birthdate: _____

(Items D: 6-8 are optional; However, this family history information can be useful to The Arc in locating family members in the future.)

6. Place of birth: Hospital/ City/State : _____

7. Mother's name: _____ SSN: _____

8. Father's name: _____ SSN: _____

E. Guardians/Representatives:

Unless the Grantor requests otherwise and until the Grantor is no longer able to serve as such, the Grantor shall be the Beneficiary's Primary Representative.

When the Grantor is no longer able to act as the Beneficiary's Primary Representative, the Guardian or legal representative listed below in Sec. E-1 shall be the Primary Representative (with a court-appointed Guardian, if any, taking precedence).

1. Beneficiary's legal representative [e.g., legal guardian, conservator, representative payee, agent acting under a durable power of attorney, trustee, or other legal representative or fiduciary]:

a. Name: _____

b. Address: _____

c. Telephone: Home: _____ Work: _____

Email: _____ Cell Phone: _____

d. Relationship: _____

2. The Primary Representative will be: _____

F. Alternates: If the person listed in Section E-2 ceases to serve, please list below, in order, the persons that you would like to be successor Primary Representatives:

First Alternate:

1. Name: _____

2. Address: _____

3. Telephone: Home: _____ Work: _____

4. Relationship: _____

Second Alternate:

1. Name: _____
2. Address: _____
3. Telephone: Home: _____ Work: _____
4. Relationship: _____

No Alternates Remaining:

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

G. Current Benefits:

1. Does Beneficiary receive Supplemental Security Income? (SSI) _____
If so, how much per month? _____
2. Does Beneficiary receive Social Security benefits? _____
If so, how much per month? _____
3. Does Beneficiary receive Social Security Disability Insurance? (SSDI) _____
If so, how much per month? _____
4. Does Beneficiary receive Medicaid? _____
If so what is the Medicaid card number? _____

5. List all other forms of government assistance that the Beneficiary receives:
(i.e. Medicare, Veterans benefits, MHMR Services, Community Based Alternatives,
housing subsidies, food stamps, etc.)

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

1. Insurer: _____

2. Address: _____

3. Policy Number: _____

I. 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 Number: _____

J. Disability

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

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

3. What is the prognosis at this time?

K. Distributions of the Remainder upon the Beneficiary's death (or upon early termination of the trust):

IMPORTANT: If this Trust sub-account is being funded with funds that **do not** belong to the Beneficiary, then there is no requirement that State Reimbursement Claims be satisfied.

1. Source of Funds

a. Grantor's funds – describe source:

2. Distribution of Remainder upon death of Beneficiary:

a. Trust's Remainder Share: Please note what percentage of the Beneficiary's sub-account Remainder you elect to be maintained by the Trust.*

The Trust's Remainder Share will be used in the Trustee's discretion as follows:

a) for the benefit of other indigent Beneficiaries, (b) to add indigent disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), to the Trust as Beneficiaries, or (c) to provide indigent disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), with equipment, medication or services deemed suitable for such persons by the Trustee.

b. If funds remain after distributions to the Trust's Remainder Share list below the persons or entities that you would like to receive the funds:

Include name, address, and telephone numbers of each Final Remainder Beneficiary. Then, using only the amounts from persons (i-v) in Section 2B (this section), verify that the percentages add up to 100% of the remaining funds.

(i) Name: _____ Telephone: _____

Address: _____

Current Age: _____ Percentage of Final Remainder (must total 100%) _____

(ii) Name: _____ Telephone: _____

Address: _____

Current Age: _____ Percentage of Final Remainder (must total 100%) _____

(iii) Name: _____ Telephone: _____

Address: _____

Current Age: _____ Percentage of Final Remainder (must total 100%) _____

(iv) Name: _____ Telephone: _____

Address: _____

Current Age: _____ Percentage of Final Remainder (must total 100%) _____

(v) Name: _____ Telephone: _____

Address: _____

Current Age: _____ Percentage of Final Remainder (must total 100%) _____

***TOTAL OF PERCENTAGES:** _____

c. If any Final Remainder Beneficiary is deceased at the time of distribution, the funds that would have been distributed to that beneficiary will instead be distributed to his or her descendants, per stirpes. If a Final Remainder Beneficiary does not have descendants, then his or her share shall lapse.

3. Early Termination of the sub-account. Article 12 of the Trust provides that under certain circumstances a sub-account (or the Trust) may be terminated prior to the Beneficiary's death. If the Beneficiary's sub-account is terminated before his or her death, the Manager will either distribute the sub-account's funds to the Beneficiary or on behalf of the Beneficiary unless the Manager is in its sole discretion deems such distribution to not be in the Beneficiary's best interests. If the manager deems such distribution not to be in the Beneficiary's best interest, how should the funds be distributed upon early termination of the Beneficiary's sub-account?

_____ To the Grantor

_____ To the Grantor's estate

_____ To the Final Remainder Beneficiaries listed in K2 above

4. Locating Final Remainder Beneficiaries. Grantor acknowledges that The Arc 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 manager may recover its reasonable costs and expenses associated with locating such beneficiaries.

L. Fees: Grantor agrees to pay 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 Manager and Trustee are authorized to charge such fees to a Beneficiary's sub-account.

Fees are not refundable.

M. Management of Trust Sub-account/Disbursements.

1. The Trust sub-account will be managed and administered for the benefit of the Beneficiary.

2. Discretionary Trust: Health, Education, Maintenance, and Other Needs. The Trustee shall make disbursements from a Beneficiary's Sub-Account in such amounts, from zero to the entire Sub-Account, as shall be directed by the Manager within the Manager's sole discretion for health, education, maintenance, and other needs of a Beneficiary, or may refuse to make disbursements, as directed by the Manager in the Manager's sole discretion. *The Manager is under no obligation to direct any expenditures of income or principal for the Beneficiary.*

3. Disbursements. The Trustee, at the Manager's direction or in the absence of such direction in its sole discretion, may make any payments or disbursements under the Trust as follows: (a) directly to a Beneficiary's Primary Representative or to the Beneficiary (recognizing that when such a payment is made, it can be used by the Beneficiary or the Beneficiary's personal representative for any reason whatsoever, including for food, clothing, and shelter, and thus could be treated as income to the Beneficiary), (b) in any form allowed by law, (c) to any person deemed suitable by Trustee, or (d) by direct payment of a Beneficiary's expenses.

N. Contact Information Regarding the Sub-Account Disbursements and Other Matters:

Contact information for The Arc of Texas Master Pooled Trust and the Manager are included on **Schedule B**, and may be amended from time to time.

O. Miscellaneous:

1. The provisions of this Joinder Agreement may be amended as the Grantor and the Manager may jointly agree, so long as any such amendment is consistent with The Arc of Texas Master Pooled Trust Agreement and the then-applicable law. Provided, however, that after a sub-account is funded the Grantor may not revoke a transfer nor amend items D or K(2) of this Joinder Agreement.

2. Taxes:

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

b. Grantor acknowledges that Manager 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 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. The Trust managed by the Manager is a pooled trust, governed by the laws of Texas, 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.

P. ACKNOWLEDGEMENT BY GRANTOR

Each Grantor acknowledges that he or she has been advised to have The Arc of Texas Master Pooled Trust Agreement and this Joinder Agreement reviewed by his or her own attorney prior to the execution of this Joinder Agreement.

Each Grantor acknowledges that the Trustee is a financial institution and is not licensed or skilled in the field of social services. Grantors acknowledge and agree that the Trustee may conclusively rely upon the Manager to the Trustee to identify 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 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 Manager will not in any event be liable for any loss of benefits as long as the Manager acts in good faith.

Each Grantor acknowledges and agrees that the Manager, its agents and employees, as well as their agent's 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 Manager so long as the Manager acts reasonably and in good faith.

Each Grantor acknowledges that upon execution of the Joinder Agreement by Grantor and the Manager, 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 her or she relying upon, any representation of or any legal advice by The Arc of Texas, Inc. 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 The Arc of Texas Master Pooled Trust Agreement or the Joinder Agreement reviewed by his or her own attorney, that he or she voluntarily waives and relinquishes such right;

3. that he or she has been provided a true and correct copy of The Arc of Texas Master Pooled Trust Agreement 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 the Arc of Texas, 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(2)(b) of this Joinder Agreement.

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 mailing their own federal and/or state income tax returns to report the income of the Trust which is taxable to them as their interest may appear. Each Grantor hereby indemnifies the Trustee and the Manager 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:

Whereas the undersigned Grantor(s) have reviewed and signed this Joinder Agreement, understand it and agree to be bound by its terms;

Grantor

Date

Grantor 2 (if applicable)

Date

and the Manager has accepted this Joinder Agreement;

The Arc of Texas, Inc., as Manager

By: _____ Name: _____

Title: _____

the parties hereby execute this Joinder Agreement, to be effective as of the _____ day of _____, 20_____.

ACKNOWLEDGEMENT OF GRANTOR'S SIGNATURE

THE STATE OF TEXAS

County of _____

This instrument was acknowledged before me by _____ and _____, as Grantor(s), on the _____ day of _____, 20_____.

My commission expires: _____

Notary Public, State of Texas

(Print Name of Notary and Sign)

ACKNOWLEDGEMENT OF MANAGER'S SIGNATURE

THE STATE OF TEXAS

County of TRAVIS

This instrument was acknowledged before me by an agent of The Arc of Texas, Inc., on the _____ day of _____, 20_____.

My commission expires: _____

Notary Public, State of Texas

(Print Name of Notary and Sign)

SCHEDULE A
TO THE JOINDER AGREEMENT, WHICH IS APPENDIX I
MASTER POOLED TRUST FEE SCHEDULE

Fees Effective as of July 1, 2019

The following fees, which may be changed from time to time, may be charged by The Arc of Texas Master Pooled Trust.

A non-refundable, one-time enrollment fee of \$600* is due at the time the Joinder Agreement is executed. The enrollment fee covers the cost of opening a Trust sub-account for the Beneficiary.

There is no annual renewal fee before the sub-account is funded.

Annual Maintenance and Consultation Fees: After the sub-account is funded (sometimes referred to as "funded enrollment"), the following annual fees are due. Although annual fees may increase or decrease over time, you will never be required to pay a higher fee than the rate that is applicable at the time your account is funded.

Fee schedule for "Distributions Authorized" accounts (means "checks will be requested")

Annual Consultation fee:

1.75% on the first \$50,000;

1.25% for amounts between \$50,000 up to \$100,000

1% for amounts over \$100,000

Minimum annual fee: \$ 300

-OR-

Fee Schedule for "Distributions Deferred" accounts (no checks will be requested during the year)

Annual Maintenance Fee:

1.25% for amounts up to \$100,000

1% for amounts over \$100,000

Minimum annual fee: \$250

Special Assessments:

The Trustee and the Manager have authority from time to time, as necessary, to assess all sub-accounts or certain sub-accounts with special assessments for specific costs such as the cost of defending a sub-account of the Trust, or taking actions to preserve a beneficiary's Government Assistance. See Section 7.9 of the Trust Agreement for a description of possible defense costs.

Annual Accounting Fees for Sub-accounts Requiring Annual Accountings to the Court:

1. \$150 for accounts with 24 disbursements or less in a year;
2. \$300 for accounts with more than 24 disbursements in a year;
3. Up to \$500 for accounts with additional complexities, including supplementary requirements by the court or items outside of the trust that must be accounted for

Other fees:

1. Frequent Disbursement Fee for disbursements that exceed 24 per year - \$12.50 per disbursement.
2. IRS tax preparation fee – To be negotiated at the lowest reasonable rate
3. Closing Fee- A \$100 fee will be assessed upon closure of the sub-account

SCHEDULE B

**TO THE JOINDER AGREEMENT, WHICH IS APPENDIX I
TO THE ARC OF TEXAS MASTER POOLED TRUST**

Contact Information

For information regarding a Beneficiary's sub-account, or for requests for disbursements, call or write The Arc of Texas, Inc at:

The Arc of Texas Master Pooled Trust
8001 Centre Park Drive, Suite 100
Austin, TX 78754

Telephone:
1-800-252-9729
or
(512) 454-6694

Joinder III Mailing Checklist

Use this checklist as a tool for submitting a successful application to enroll in Trust III.
TRUST III APPLICATION MATERIALS include: completed Joinder Agreement III, completed Mailing Checklist, check(s) and any additional required documents.

JOINDER AGREEMENT III includes:

- Typed OR handwritten answers, not a combination of both (besides the signatures).
- Grantor's name, address, Social Security Number, phone, birthdate and relationship to the Beneficiary.
- Beneficiary's name, Social Security Number, birthdate and Texas residential address.
- A chosen Primary Representative's name and contact information.
- An individual's name and contact information (*First and Second Alternates* sections).
- Instructions for MPT to follow when choosing a successor Primary Representative (*No Alternates Remaining* section).
- A *Yes* or *No* (or *applying/reapplying*) answer to all SSI, SSA, SSDI and Medicaid questions. Any amounts are listed, if applicable (*Current Benefits* section).
- The Beneficiary's medical diagnosis, or a description of the nature of the Beneficiary's disability if the medical diagnosis is unknown (*Disability* section).
- A clear explanation of the source of money funding the sub-account (*Source of Funds* section).
- Percentages in BOTH parts of the *Distribution of the Remainder upon death of Beneficiary* section:
 - (a) *Trust's Remainder Share* section (0-100%)
 - (b) *Final Remainder Beneficiaries* section (0-100%) AND name, address, phone
 - Total of Percentages* equals 100% [(a) + (b) = 100%]
- The Grantor's instructions (single check mark OR preference order) for distributing the sub-account funds in the *Early Termination of the sub-account* section.
- Pen-ink signatures of the Grantor(s) and Notary Public (with stamp) on the signature page.

CHECK(S)

- Enrollment Fee check for \$600.00 made payable to "The Arc of Texas."
- If applicable, the Funding Check made payable to "The Arc of Texas Master Pooled Trust FBO (Beneficiary's first and last name)."

Mail application materials to:
The Arc of Texas
Master Pooled Trust
8001 Centre Park Drive, Suite 100
Austin, Texas 78754

ADDITIONAL REQUIRED DOCUMENTS

- If applicable, a copy of: will(s), life insurance policy or policies, 'transfer' trust, etc.

If The Master Pooled Trust has questions about the answers provided on the Joinder Agreement III or if additional documentation is needed, the person listed below will be contacted.

Name of the person who completed this checklist	Date	Relationship to Grantor
Phone	Email	