

**JOINDER AGREEMENT  
FOR  
ARC-MN POOLED TRUST FOR A THIRD PARTY'S ASSETS  
FOR THE BENEFIT OF A BENEFICIARY**

This Joinder Agreement ("Agreement") is by and between The Arc Minnesota ("Trustee") and

\_\_\_\_\_ ("Grantor(s)")

for the benefit of \_\_\_\_\_ ("Beneficiary")  
for the purpose of enrolling in and adopting the Arc-MN Pooled Trust Agreement for a Third Party's  
Assets ("Pooled Trust") which is incorporated herein by reference.

Instructions for completing this Joinder Agreement are attached as Exhibit "A".

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

1. ***Adoption of Pooled Trust Agreement.*** The Grantor hereby agrees to transfer the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the benefit of the Beneficiary into a Pooled Trust Sub-Account to be administered by the Trustee in accordance with the terms and conditions contained in the Pooled Trust Agreement.
2. ***Distributions of the Remainder upon the Beneficiary's death.*** The Remaining Assets shall pass according to the Recipient Designation of Exhibit "B" to this Joinder Agreement.
3. ***Remainder Share Sub-Account for ARC-MN Third Party Pooled Trust.*** The Arc-MN Pooled Trust shall retain a remainder share of 10% of the value of a Sub-Account as of the date of termination prior to payment of any amounts to the Recipients designated on Exhibit "B". In addition, to the extent the Grantor elects to have part or the entire remainder retained in the Arc-MN Pooled Trust for the benefit of other individuals with disabilities, the Trustee shall add the remainder to the Account established to hold Remainder Shares. The election as to the treatment of the remainder of the Trust shall be identified on Exhibit "B" to this Joinder Agreement. The Pooled Trust's Remainder share shall be used at the discretion of the Trustee for the direct or indirect benefit of other beneficiaries of the Trust.
4. ***Early Termination of Sub-Account.*** Article 6 of the Trust Agreement provides that under certain circumstances a Sub-Account (or the Trust) may be terminated prior to the Beneficiary's death.
5. ***Locating Descendants or Heirs of Beneficiaries.*** Grantor acknowledges that the Pooled Trust may incur additional costs if the Recipients listed in Exhibit "B" of this Joinder Agreement cannot be located easily. Grantor acknowledges and agrees that the Trustee may recover its reasonable costs and expenses associated with locating such Recipients.
6. ***Fees.*** Grantor agrees to pay the fees in accordance with Exhibit "C" that is attached hereto and that may be amended from time to time at the sole discretion of the Trustee. If fees are not paid in advance by Grantor, the Trust Funds Manager and Trustee are authorized to charge such fees to a Beneficiary's Sub-Account. The Trustee shall give notice of any amendment to Exhibit "C" at least thirty (30) days prior to the effective date of the amendment by giving written notice to the Grantor or Primary Representative. Fees are not refundable.

7. **Informational Forms.** Exhibit “B” contains the relevant information regarding the Beneficiary and eligibility for participation in the Pooled Trust and Grantor has completed this Exhibit “B” accurately and truthfully with the intention that Trustee will rely on the information provided in establishing the Sub-Account and managing the funds deposited into the Sub-Account.
8. **Management of Sub-Account.** The Trust Sub-Account will be managed and administered for the benefit of the Beneficiary. Disbursements for non-support items for the benefit of the Beneficiary may be made when, in the discretion of the Trustee, such supplemental needs are not being provided by any public agency or are not otherwise being provided by any other source of income available to the Beneficiary. The Grantor recognizes that all disbursements are discretionary, as directed by the Trustee. With this in mind, the Grantor may express Grantor’s desires about use of the Sub-Account funds in the forms attached as Exhibit “B”.
9. **Pooled Trust Contact Information.** Contact information for the Pooled Trust and the Trust Funds Manager are included on Exhibit “D” and may be amended from time to time.
10. **Amendment.** The provisions of this Joinder Agreement may be amended, so long as any such amendment is consistent with the Pooled Trust Agreement and the then-applicable law. Provided, however, that after a Sub-Account is funded, the Grantor may not revoke a transfer to this Joinder Agreement.
11. **Taxes.** 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. Grantor acknowledges that the 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 legal and tax advice. 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. Sub-Account gains and losses, if any, may be attributable to the Trust, and any resulting taxes shall be payable from the applicable Sub-Accounts.
12. **Additional Sub-Accounts.** If the Grantor wishes to enroll more than one Beneficiary in the Arc-MN Pooled Trust, an agreement is required between the Grantor and the Trustee for each Sub-Account regarding such matters as the enrollment fee, Trustee fees, tax preparation, and other fees (as described on Exhibit “C”).
13. **Federal Law Controls.** The Trust managed by the Trustee is a pooled trust, governed by the laws of Minnesota, 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 a conflict between the terms of this Trust and the governing law, the law and regulations shall control.
14. **Acknowledgements by Grantor.** Each Grantor acknowledges:
  - (i) that he or she has been advised to have the Pooled Trust Agreement and this Joinder Agreement reviewed by his or her own attorney prior to the execution of this Joinder Agreement. Grantor may waive the Attorney’s Review. The Attorney’s Checklist for Sub-Accounts and Waiver are attached hereto as Exhibit “F”;
  - (ii) that the Trust Funds Manager is a financial institution and is not licensed or skilled in the field of social services;

- (iii) that the Trust Funds Manager may conclusively rely upon the Trustee to identify programs that may be of social, financial, developmental or other assistance to Beneficiaries;
- (iv) that the Trust Funds Manager, 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 Trust Funds Manager so long as the Trust Funds Manager acts reasonably and in good faith;
- (v) 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 to any Grantor or Beneficiary or any other party for any loss of benefits or any other liability as long as the Trustee acts reasonably in good faith;
- (vi) 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 Grantor and Beneficiary, is irrevocable. Each Grantor acknowledges that after the funding of a Sub-Account, the Grantor shall not have 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;
- (vii) that he or she has not been provided, nor is he or she relying upon, any representation of or any legal advice by the Trustee in deciding to execute this Joinder Agreement;
- (viii) that he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed;
- (ix) that if he or she has not had the Pooled Trust or the Joinder Agreement reviewed by his or her own attorney, that he or she voluntarily waives and relinquishes such right;
- (x) that he or she has been provided a true and correct copy of the Arc-MN Pooled Trust Agreement and this Joinder Agreement prior to the signing of this Joinder Agreement.
- (xi) that he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments;
- (xii) that the Arc-MN Pooled Trust 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 this Joinder Agreement; and
- (xiii) that Trustee reports certain information contained in this Joinder to governmental agencies providing benefits to the Beneficiary and with others, as determined to be necessary by Trustee.

**15. 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 income tax regulations there under. 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 Sub-Account which is taxable to them as their interest may appear. Each Grantor hereby indemnifies the Trustee and the Trust Funds 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.



## EXHIBIT "A"

### Arc-MN Pooled Trust for a Third Party's Assets for the Benefit of a Beneficiary

#### Instructions for Completing the Joinder Agreement

Please read this Joinder Agreement and the related Arc-MN Pooled Trust Agreement in full and have it reviewed by your legal counsel before execution.

1. This is a non-revocable agreement. Once established, you cannot ask for a return of your funds.
2. Please note that the Pooled Trust is created for the purpose of providing supplemental assistance to the Beneficiary. The Trustee will not make any disbursements that would have the effect of replacing, reducing or substituting any government assistance or other public benefit otherwise available to the Beneficiary or which would render the Beneficiary ineligible for government assistance. The Trustee can approve a disbursement for a pre-paid burial plan but cannot approve disbursements after the Beneficiary's death for a funeral.
3. There is no reimbursement to the State for benefits received by the Beneficiary (such as Medical Assistance) for "third party" funded Sub-Accounts.
4. The Beneficiary of the Trust must be a person who, prior to the creation of the Sub-Account for the Beneficiary, has been determined to be a person with a disability under the disability criteria specified in Title II or Title XVI of the Social Security Act, or has a physical or mental illness or condition which, in the expected natural course of illness or condition, either prior to or following the creation of the Sub-Account, to a reasonable degree of medical certainty, is expected to (i) last for a continuous period of 12 months or more; and (ii) substantially impair the person's ability to provide for the person's care or custody. As defined in Minnesota Statute 501C.1205, disability may be established conclusively for purposes of this provision by the written opinion of a licensed professional who is qualified to diagnose the illness or condition, confirmed by the written opinion of a second licensed professional who is qualified to diagnose the illness or condition. Disability may also be established by written opinion of the State Medical Review Team (SMRT).
5. The "Primary Representative" is the person who can request disbursements from the Sub-Account for the benefit of the Beneficiary and will receive copies of the financial reports and tax documents. Often a parent, guardian or other family member is the Primary Representative and Grantor. Please provide the information for the Primary Representative on Exhibit "B". Also, please provide an alternate Primary Representative, if there is one. This will ensure that the Trustee has someone to contact in the event the Primary Representative is unavailable. If the Beneficiary has a Legal Representative (such as a Guardian) who is not the Grantor or Primary Representative, that person will also receive copies of financial reports.
6. Concerning distribution upon the death of the Beneficiary, please be very clear who the Grantor wishes to receive the funds remaining and whether the Grantor wants any remainder to be held in the Pooled Trust for the benefit of other individuals with a disability. If the Grantor designates "heirs at law" as the Recipient, please attach contact information for the person who would be best able to locate heirs. If the Trustee is unable to locate heirs within a reasonable amount of time, the funds will be used for the benefit of other individuals with a disability, as if no Recipient had been named.

7. On the last page of the Joinder Agreement is the Checklist for Sub-Accounts. Please review this checklist carefully. Trustee strongly recommends that an attorney be consulted who is familiar with trust and benefits issues before signing the bottom of the checklist. If the Grantor chooses not to review the checklist with an attorney, please make note on the checklist that you are waiving that right and then sign and date the checklist.
8. Payment Instructions: To fund the Sub-Account, please make the check payable to Associated Trust Co., for the benefit of (Beneficiary's Name). Please also make a check for the enrollment fee payable to The Arc Minnesota (unless the enrollment fee is to be paid by a withdrawal from the Sub-Account). Please send or deliver checks and the completed Joinder Agreement to: The Arc Minnesota, ATTN: Trust Department, 2446 University Ave W, Ste 110, St. Paul, MN 55114.
9. Additional documents to submit with signed and notarized Joinder Agreement: 1) Copy of government-issued photo identification such as driver's license, 2) If Beneficiary has Personal Representative(s), such as Guardian, Conservator, etc., copies of notarized documents creating this status, 3) Completed W-9 form for Beneficiary, 4) Certification of disability. Trustee will advise Grantor if any additional documents are required.
10. Please note that The Arc Minnesota has the right to enter into a Joinder Agreement and the Joinder Agreement is not effective until and unless it is executed by an authorized representative of The Arc Minnesota.
11. If you have any questions, please contact Master Pooled Trust Department, The Arc Minnesota, 952-920-0855 or 1-833-450-1494.

**EXHIBIT "B"**

**Arc-MN Pooled Trust for a Third Party's Assets for the Benefit of a Beneficiary**

**Beneficiary:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

SSN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_ Evening: \_\_\_\_\_

Email: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Place of Birth: \_\_\_\_\_

**Grantor:**

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_ Evening: \_\_\_\_\_

Email: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

*Note: if Grantor is a judge, the Grantor's birthday and social security number are not required to complete this form.*

**Co-Grantor, if any:**

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_ Evening: \_\_\_\_\_

Email: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

**Exhibit "B" (Page 2)**

**Legal (Personal) Representative:**

*If the Beneficiary has a legal representative (e.g., legal guardian, conservator, representative payee, agent acting under a durable power of attorney, trustee, or other legal representative or fiduciary) complete this information.*

Legal Representative: \_\_\_\_\_

Form of Representation: \_\_\_\_\_

Organization (if any): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_ Evening: \_\_\_\_\_

Email: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

**Additional Legal (Personal) Representative:**

*If the Beneficiary has another legal representative in addition to above person, complete this section.*

Legal Representative: \_\_\_\_\_

Form of Representation: \_\_\_\_\_

Organization (if any): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_ Evening: \_\_\_\_\_

Email: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

**Additional Legal (Personal) Representative:**

*If the Beneficiary has another legal representative, complete this section.*

Legal Representative: \_\_\_\_\_

Form of Representation: \_\_\_\_\_

Organization (if any): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_ Evening: \_\_\_\_\_

Email: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

**Exhibit "B" (Page 3)**

*The Primary Representative is the person who can request disbursements from the Trust account for the benefit of the Beneficiary and will receive copies of the financial reports and tax documents.*

**Primary Representative:**

**The Grantor(s) shall be the Beneficiary's Primary Representative, unless the Grantor declines to serve or until the Grantor is no longer able to serve.**

- Grantor will be Primary Representative.       Grantor declines to be Primary Representative.  
 Co-Grantor will be Primary Representative.       Co-Grantor declines to be Primary Representative.

Primary Representative (if not Grantor or Co-Grantor):

Name: \_\_\_\_\_

Organization (if any): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Phone: Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_ Evening: \_\_\_\_\_

Email: \_\_\_\_\_ Relationship to Beneficiary: \_\_\_\_\_

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1st Alternate Primary Representative:

Name: \_\_\_\_\_

Organization (if any): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Phone: Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_ Evening: \_\_\_\_\_

Email: \_\_\_\_\_ Relationship to Beneficiary: \_\_\_\_\_

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2<sup>nd</sup> Alternate Primary Representative:

Name: \_\_\_\_\_

Organization (if any): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Phone: Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_ Evening: \_\_\_\_\_

Email: \_\_\_\_\_ Relationship to Beneficiary: \_\_\_\_\_

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3<sup>rd</sup> Alternate Primary Representative:

Name: \_\_\_\_\_

Organization (if any): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Exhibit "B" (Page 4)**

Phone: Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_ Evening: \_\_\_\_\_

Email: \_\_\_\_\_ Relationship to Beneficiary: \_\_\_\_\_

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**If none of the named Primary Representatives or successors is able to serve, how would you like the Trustee to select another Primary Representative (i.e., family member, public official, non-profit corporation, court appointment)?**

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**Exhibit "B" (Page 5)**

**Current Benefits Received**

- 1. Does Beneficiary receive Supplemental Security Income (SSI)?  Yes  No
- 2. If the answer to question #1 was yes, how much per month? \$ \_\_\_\_\_/mo.
- 3. Does Beneficiary receive Social Security Disability Insurance (SSDI/RSDI)?  Yes  No
- 4. If the answer to question #3 was yes, how much per month? \$ \_\_\_\_\_/mo.
- 5. If the Beneficiary receives SSI or SSDI/RSDI, which Social Security office serves the area where the Beneficiary resides?

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- 6. Does Beneficiary receive Medical Assistance/Medicaid?  Yes  No
- 7. If the answer to question #6 was yes, what is the Medical Assistance/Medicaid Card number? \_\_\_\_\_

- 8. Does the Beneficiary receive housing support?  Yes  No
- 9. If the answer to question #8 was yes, what type of support:  
 Housing Choice Voucher Program (Section 8)  Public Housing  Rural Development  
 Other \_\_\_\_\_

Please provide contact information for housing agency:

Name: \_\_\_\_\_ Agency \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

- 10. Who is the Beneficiary's County Case Worker?  
Name: \_\_\_\_\_ County \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

- 11. Who is the Beneficiary's County Financial Worker?  
Name: \_\_\_\_\_ County \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Exhibit "B" (Page 6)**

12. In the space below, list all other forms of government assistance that the Beneficiary receives, including GRH, Shelter Needy, Waiver, MSA, SNAP, etc. Please include what services are received in each assistance program:

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13. Does Beneficiary receive income from other sources (wages, annuity, retirement, settlements)?

If yes, monthly estimate is \$\_\_\_\_\_ /mo.

What are the sources?

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14. Is the Beneficiary covered under any health insurance not provided by Medical Assistance or Medicare?  Yes  No

If yes, provide name of Insurer: \_\_\_\_\_

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

Insurer: \_\_\_\_\_ Policy #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Disability**

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

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2. How does the Beneficiary's disability affect daily activities?

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3. What is the prognosis at this time?

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**Exhibit "B" (Page 7)**

**Funded Sub-Account is authorized for disbursement:** **Grantor(s) Initial Appropriate Line**

- 1. Immediately \_\_\_\_\_
- 2. Upon death of last/only Grantor \_\_\_\_\_
- 3. Upon notification by Grantor to Trustee \_\_\_\_\_

**Annuitization:** **Grantor(s) Initial**

Grantor requests that the Sub-Account be annuitized:  Yes  No \_\_\_\_\_  
(Note: Final approval of Annuitization will be made by Trustee based on specific circumstances of Beneficiary and Sub-Account balance.)

**Method of Funding Trust Sub-Account:**

*(Trustee acknowledges that amounts indicated below are estimates and may be changed at any time.)*

- 1. The Sub-Account is to be funded within the Donor's Will in the amount of \$\_\_\_\_\_.
- 2. The Sub-Account is to be funded through life insurance in the amount of \$\_\_\_\_\_.  
The Arc-MN Pooled Trust, dated May 5, 2009, will be designated as primary beneficiary.
- 3. The amount the Donor intends to contribute later (in addition to amounts in #1 and #2 above) to the Beneficiary's Sub-Account is \$\_\_\_\_\_.
- 4. The amount the Donor is contributing at this time is \$\_\_\_\_\_.

*Note: Trustee has suggested language to be used in Wills and Life Insurance policies and will provide a copy upon request.*

**Exhibit "B" (Page 8)**  
**RECIPIENT DESIGNATION**

**Grantor's Desires as to Handling of Sub-Account Remainder Upon Termination**

Choose One:

I direct the Trustee to transfer the remainder of any Sub-Account into an Arc-MN Pooled Trust Account for the benefit of other persons with a disability.

I direct the Trustee to pay The Arc Minnesota its 10% Remainder Share. After The Arc Minnesota is paid, any remainder should be paid to the Recipient(s) listed below. I understand that if I do not list anyone below, or if none of the Recipients listed below are living at the time this Sub-Account is terminated, any remainder will be transferred to an Arc-MN Pooled Trust Account for the benefit of other persons with a disability.

Recipient: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_ Evening: \_\_\_\_\_

Relationship to Grantor(s) \_\_\_\_\_ Percentage\*: \_\_\_\_\_

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Recipient: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_ Evening: \_\_\_\_\_

Relationship to Grantor(s) \_\_\_\_\_ Percentage\*: \_\_\_\_\_

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Recipient: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_ Evening: \_\_\_\_\_

Relationship to Grantor(s) \_\_\_\_\_ Percentage\*: \_\_\_\_\_

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\*The percentages indicated pertain to the Sub-Account value after The Arc Minnesota receives its 10% Remainder Share. Your percentages above should total 100%.

*If more space is needed, add an additional page.*

A share for a Recipient who does not survive the Beneficiary shall lapse and be distributed in proportionate shares to all other Recipients.

I authorize the Trustee to inform the local region of The Arc Minnesota if it is named as a Recipient of the Trust Remainder.  Yes  No

## Exhibit "B" (Page 9)

If the Beneficiary's residence changes from Minnesota to another state, distributions may cease until appropriate arrangements can be made within the sole discretion of the Trustee – including, but not necessarily limited to:

- a. The in-kind transfer of the Sub-Account property directly to a comparable 501(c)(3) tax-exempt pooled trust serving the geographic location to which the Beneficiary has moved.
- b. The establishment by the Beneficiary of a properly-drafted private special needs trust.
- c. The continued administration of the Beneficiary's Sub-Account by the Trustee in accordance with the applicable laws of the state to which the Beneficiary moves.

However, in no event shall the Beneficiary's move from the state of Minnesota to another state render the Beneficiary's Sub-Account revocable or otherwise available to the Beneficiary or any other person in any way; and in no event shall the Beneficiary's move from the state of Minnesota to another state terminate the Beneficiary's Sub-Account.

### Trust Sub-Account Distributions

The Grantor recognizes that all distributions are at the Trustee's discretion. With this in mind, Grantor expresses the following desires about how Sub-Account funds should or should not be used for the benefit of the Beneficiary:

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*For examples of types of expenses that can be covered by Sub-Account disbursements please consult with Trustee or request a list of possible items.*

### Miscellaneous

1. The provisions of this Joinder Agreement may be amended, so long as any such amendments are consistent with the Arc-MN Pooled Trust Agreement, dated May 5, 2009 as Amended and Restated.
2. The Arc-MN Pooled Trust is only available to Beneficiaries whose Grantors are in good standing (non-delinquent status). To be in good standing, a Grantor shall have paid the initial enrollment fee and shall have paid any required renewal fee(s) within the prescribed time. This Joinder Agreement and the Arc-MN Pooled Trust account may be terminated by the Trustee, as to the Grantor and Beneficiary, upon nonpayment of any required fee.
3. If the Trust Sub-Account has not yet been funded, and Grantor terminates his or her Joinder Agreement, the Arc-MN Pooled Trust and this Joinder Agreement shall then become null and void as to the Grantor, the Beneficiary, and the Trustee.

**EXHIBIT "C"**  
**Arc-MN Pooled Trust for a Beneficiary's Assets Joinder Agreement**  
**Fee Schedule**  
(Effective January 2, 2019)  
**1st Party Trusts-----and----- 3rd Party Trusts**

***Our goal = the best possible Trust services at an affordable cost.***

<b>Enrollment Fee</b>	<b>All new Accounts</b>	<b>\$ 1000</b>
<b>Renewal Fee</b>	<u><b>Un-Funded</b></u> Accounts only	<b>\$ 50 per year</b> (payable every 2 years)

**Monthly Fees for Funded Trusts**

<b>Amount Funded &amp; Investment Choice</b>	<b>Active Accounts</b>	<b>Inactive Accounts</b>
<b>Less than \$10,000 (Money Market)</b>	<b>\$ 92</b>	<b>\$ 37</b>
<b>\$10,000 or greater (Money Market)</b>	<b>\$ 92 <sup>*1</sup></b>	<b>\$ 37 <sup>*2</sup></b>
<b>\$10,000 or greater Selected Investments</b>	<b>\$ 109 <sup>*3</sup></b>	<b>\$ 53 <sup>*4</sup></b>

<b>Check Fees</b>	1 to 5 checks <i>per month</i> at no charge. Over 5 checks per month are \$10 each.	1 to 5 checks <i>per calendar year</i> are \$25 each. Over 5 checks per year are \$75 each.
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Ask about - Discounts or Special Pricing for: unfunded trusts, multiple trusts per person, multiple trusts per family, transfers, conversions, tandem trusts, testamentary trusts, and others.

Fees

- Trust Tax Documents - Trust Funds Manager (Associated Bank) charges \$300 per year to complete annual tax reporting forms. The charge is prorated monthly. Tax fees do not apply to accounts under \$10,000. Trustee (The Arc Minnesota) may also charge a tax fee for a tax accountant to file additional forms required by the IRS.
- Our Fees cover the services provided by Trustee and Trust Funds Manager, which include: investment management, government and client reporting, account monitoring, maintenance and disbursements. Trustee may charge additional fees, based on time needed, for disbursements or other transactions that require greater than normal time to process.
- Monthly fees are automatically withdrawn from Trust Sub-Accounts.
- Fees may increase or decrease over time.

Disbursements (check writing) Policy

- Reimbursements to a Primary Representative are permitted. No more than 10 expenditures can be bundled per check to a Primary Representative or other payee. Receipts are required and unallowable expenses will not be reimbursed.
- Minimum check request amount is \$10.00

*When trust accounts reach specific balances, fee becomes a percentage of the balance. These are annual calculations and are divided by 12 for monthly charges to accounts:*

- \*1 Annual Fee calculation –  $\geq \$120,000$  ( $\$200 + .75\%$  of trust)  $\geq \$134,000$  (  $.9\%$  of trust)
- \*2 Annual Fee calculation –  $\geq \$130,000$  ( $\$240 + .15\%$  of trust)
- \*3 Annual Fee calculation –  $\geq \$ 48,000$  ( $\$900 + .85\%$  of trust)  $\geq \$120,000$  (  $1.6\%$  of trust)
- \*4 Annual Fee calculation –  $\geq \$ 48,000$  ( $\$240 + .85\%$  of trust)  $\geq \$ 60,000$  ( $1.25\%$  of trust)

## Fee Schedule (Cont.)

### Selected Investment Strategies

Arc-MN Trust Sub-Accounts with balances of \$10,000 or greater can choose from among several investment options for the funds. The selection of a specific investment strategy will be made based on the needs of the Beneficiary, recognizing that all investments have risk associated with them.

<b>Safety</b>	100% Money Market Funds
<b>Tax-Advantaged Income</b>	Minnesota Municipal Bonds
<b>Taxable Income</b>	100% Fixed Income (Corporate & Government Bonds)
<b>Conservative</b>	Approximately 20% Equity/80% Fixed Income
<b>Balanced</b>	Approximately 50% Equity/50% Fixed Income

Investment returns and principal value will fluctuate, so that a Sub-Account may, at any time, be worth more or less than its original value.

All Sub-Accounts with a particular investment strategy will be managed to the same asset allocation target whether they are active or inactive. All Sub-Accounts will hold some portion in money market funds; this portion will typically be below 5% of the total account. Sub-Accounts with a Tax-Advantaged Income, Taxable Income, Conservative or Balanced investment strategy can choose to hold a larger amount in Money Market funds.

Once an investment strategy is chosen, the The Arc Minnesota may employ advisers and agents to assist with the mechanics of making the investments, but ultimately all decisions managing the investments are made by the Trustee.

The current Trust Fund Manager is Associated Bank.

**EXHIBIT “D”**

**Arc-MN Pooled Trust for a Third Party’s Assets for the Benefit of a Beneficiary**

**Trustee Contact Information**

The Arc Minnesota  
Attn: Master Pooled Trust Department  
2446 University Ave W, Suite 110  
St. Paul, MN 55114  
952-920-0855  
1-833-450-1494  
Fax: 651-209-3723

**EXHIBIT "E"**  
**Arc-MN Pooled Trust for a Third Party's Assets for the Benefit of a Beneficiary**  
**Initial Status of Arc-MN Pooled Trust Account**

**The Grantor makes the following elections for the Arc-MN Pooled Trust Sub-Account:**

- The Trust Account will be:  Funded  Unfunded
- The Trust enrollment fee will be paid:  By check to The Arc Minnesota  
 By a withdrawal from Sub-Account

**If Funded**

- The Trust Sub-Account status for disbursement (checks) is:  Active  Inactive

**Investment Strategy**

Trust Account is funded with less than \$10,000

- Trust Account funds will be invested 100% in Money Market Funds

Trust Account is funded with \$10,000 or greater. Funds will be invested in (select one):

- Money Market Funds  
 Tax-Advantaged Income: Minnesota Municipal Bonds  
 Taxable Income: 100% Fixed Income (Corporate and Government Bonds)  
 Conservative: 20% Equity/80% Fixed Income  
 Balanced: 50% Equity/50% Fixed Income

*The selection of a specific investment strategy will be made based on the needs of the Beneficiary, recognizing that all investments have risk associated with them. Investment returns and principal value will fluctuate, so that a Sub-Account may, at any time, be worth more or less than its original value.*

*All Sub-Accounts will hold some portion in money market funds; this portion will typically be below 5% of the total account. Sub-Accounts with a Tax-Advantaged Income, Taxable Income, Conservative or Balanced investment strategy can elect to hold a larger portion in money market funds. For this situation,*

*indicate initial amount to be in money marketing funds: \$ \_\_\_\_\_*

*or the percent of the account that should be maintained in Money Market Funds: \_\_\_\_\_ %.*

*The Trustee's fiduciary responsibility is to make all final decisions regarding investment selection. Trustee encourages Grantor to provide ongoing input about changes in Beneficiary's situation that could influence investment decisions.*

**Tandem Trust:**  Trust Sub-Account is established as a Tandem Trust.

**Sub-Account Statements**

Sub-Account statements by mail are limited to 3 or fewer; there is no limit to online access. Please provide statements to the following:

- |                        |                                  |                                    |                                   |   |
|------------------------|----------------------------------|------------------------------------|-----------------------------------|---|
| Grantor                | <input type="checkbox"/> Monthly | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Annually | <input type="checkbox"/> Online Viewing |
| Co-Grantor             | <input type="checkbox"/> Monthly | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Annually | <input type="checkbox"/> Online Viewing |
| Primary Representative | <input type="checkbox"/> Monthly | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Annually | <input type="checkbox"/> Online Viewing |
| Beneficiary            | <input type="checkbox"/> Monthly | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Annually | <input type="checkbox"/> Online Viewing |
| Other: _____           | <input type="checkbox"/> Monthly | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Annually | <input type="checkbox"/> Online Viewing |

Tax documents for this account should go to: \_\_\_\_\_

**Note: Contact the Trustee about any changes to selections that may be requested in the future.**

**EXHIBIT "F"**

**Arc-MN Pooled Trust for a Third Party's Assets for the Benefit of a Beneficiary**

**Attorney's Checklist for Arc-MN Pooled Trust Sub-Accounts**

It is not the intent of The Arc Minnesota to provide legal advice. Attorneys working with families should be experienced in trust and government benefit issues. The Arc Minnesota urges attorneys who are not experienced in these areas for persons with disabilities to direct families to attorneys who have such experience.

- My client has been advised of the tax consequences of Trust Sub-Account profit.
  - I have advised my client that the Pooled Trust is created for the purpose of providing supplemental assistance to the Beneficiary. The Trustee will not make any disbursements that would have the effect of replacing, reducing or substituting any government assistance or other public benefit otherwise available to the Beneficiary or which would render the Beneficiary ineligible for government assistance. The Trustee can approve a disbursement for a pre-paid burial plan but cannot approve disbursements after the Beneficiary's death for a funeral.
  - My client has been advised that The Arc-MN Pooled Trust shall retain a remainder share of 10% of the value of a Sub-Account as of the date of termination prior to payment of any amounts to the Recipients designated on Exhibit "B". The Pooled Trust's Remainder share shall be used at the discretion of the Trustee for the direct or indirect benefit of other Beneficiaries of the Trust and other persons with a disability. There is no reimbursement to the State for "third party" funded Sub-Accounts.
  - There are no liens or claims against the funds to be deposited in the Trust Sub-Account.
- The Beneficiary meets the definition of having a disability according to:
- The Beneficiary has been certified disabled by Social Security
  - The Beneficiary is disabled as defined in 42 U.S.C. 1382c (a)(3)
  - The Beneficiary is certified disabled per Minnesota Statute 501C.1205
  - The Beneficiary has been certified disabled by SMRT (State Medical Review Team)

Attorney Signature: \_\_\_\_\_ Client Signature: \_\_\_\_\_

Print Attorney Name: \_\_\_\_\_ Print Client Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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**I / We have read the above Attorney Checklist and waive review by an attorney.**

There are no liens or claims against the funds to be deposited in the Trust Sub-Account.

- The Beneficiary meets the definition of having a disability according to:
- The Beneficiary has been certified disabled by Social Security
  - The Beneficiary is disabled as defined in 42 U.S.C. 1382c (a)(3)
  - The Beneficiary is certified disabled per Minnesota Statute 501C.1205
  - The Beneficiary has been certified disabled by SMRT (State Medical Review Team)

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_