

**JOINDER AGREEMENT
FOR
ARC-MN POOLED TRUST FOR A BENEFICIARY'S ASSETS**

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

_____ ("Grantor") for the benefit

of _____ ("Beneficiary")
for the purpose of enrolling in and adopting the Arc-MN Pooled Trust Agreement for a Beneficiary'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.*** All unspent amounts in the Beneficiary's Sub-Account at the Beneficiary's death (after payment of the Pooled Trust's Remainder Share) must be used to reimburse the state or states for medical services received ("State Reimbursement Claims"). If there are funds remaining in the Beneficiary's Sub-Account after the Trust's Remainder Share has been satisfied and after the State claims have been satisfied, such amounts are available to be distributed to Recipients as named by the Grantor as provided under Exhibit "B" of this Agreement.
3. ***Remainder Share Sub-Account for ARC-MN First Party Pooled Trust.*** Federal and State regulations allow the Pooled Trust to retain a remainder share upon the death of a beneficiary. 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 state(s) and then according to the Recipient Designation of Exhibit "B" to this Joinder Agreement. The election as to the treatment of the remainder of the Sub-Account 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 Pooled Trust.
4. ***Early Termination of Sub-Account.*** Article 6 of the Pooled 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 in 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 the 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.
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 income may be taxable to the Trust, and when this is the case, such taxes shall be payable from the applicable Sub-Accounts.
12. **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.

13. Acknowledgements by Grantor. Each Grantor acknowledges:

- (i) unless waived below, 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 on the Attorney's Checklist for Sub-Accounts 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 Agreement 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 with governmental agencies providing benefits to the Beneficiary and with others, as determined to be necessary by Trustee

14. 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 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 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 Beneficiary's Assets 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 and funded, 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. Federal law requires that all unspent amounts in a Beneficiary-funded Sub-Account at the Beneficiary's death must be used to reimburse the State for medical services received. The Arc-MN Remainder Share of 10% is deducted before the State reimbursements from the Pooled Trust and used for other beneficiaries of the Trust.
4. The Beneficiary of the Trust must meet the definition of having a disability as defined in 42 U.S.C. § 1382c(a)(3) and/or has been certified with a disability by the Social Security Administration
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 statements (in addition to the Beneficiary). 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. This will ensure that The Arc Minnesota has someone to contact in the event the Primary Representative is unavailable.
6. Concerning distribution upon the death of the Beneficiary, please be very clear who the Grantor wishes to receive the funds remaining after satisfying the State's claim for Medical Assistance/Medicaid reimbursement and the Arc-MN Pooled Trust's Remainder Share or whether the Grantor wants any additional remainder to be held in the Pooled Trust for the benefit of other individuals after the State and the Pooled Trust have received their shares. If the Grantor designates "heirs at law" as the Recipient of remaining funds, 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 checks and the completed Joinder Agreement to: The Arc Minnesota, ATTN: Trust Department, 2446 University Ave W, Suite 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 the Master Pooled Trust Department, The Arc Minnesota, 952-920-0855 or 1-833-450-1494.

EXHIBIT "B"
Arc-MN Pooled Trust for a Beneficiary's Assets Joinder Agreement

Beneficiary:

Last Name: _____ First Name: _____ Middle Name: _____

SSN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: Daytime: _____ Cell: _____ Evening: _____

Email: _____ Birthdate: _____

Place of Birth: _____

Grantor:

Beneficiary is Grantor. (You do not need to complete this section if Beneficiary is Grantor.)

Grantor: _____ 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.

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: _____

Exhibit "B" (Page 2)

Additional Legal (Personal) Representative:

If the Beneficiary has another legal representative in addition to person named above, 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 persons named above, complete this information

Legal Representative: _____

Form of Representation: _____

Organization (if any) & Address: _____

City: _____ State: _____ Zip: _____

Phone: Daytime: _____ Cell: _____ Evening: _____

Email: _____ Birthdate: _____

Relationship to Beneficiary: _____

Primary Representative:

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

Beneficiary is Primary Representative. (You do not need to complete this section if Beneficiary is Primary Representative, but please provide at least one alternate Primary Representative on the following page.)

Primary Representative:

Name: _____

Organization (if any) & Address: _____

City: _____ State: _____ Zip: _____

Exhibit "B" (Page 3)

Phone: Daytime: _____ Cell: _____ Evening: _____

Email: _____ Relationship to Beneficiary: _____

1st Alternate Primary Representative:

Name: _____

Organization (if any) & Address: _____

City: _____ State: _____ Zip: _____

Phone: Daytime: _____ Cell: _____ Evening: _____

Email: _____ Relationship to Beneficiary: _____

2nd Alternate Primary Representative:

Name: _____

Organization (if any) & Address: _____

City: _____ State: _____ Zip: _____

Phone: Daytime: _____ Cell: _____ Evening: _____

Email: _____ Relationship to Beneficiary: _____

3rd Alternate Primary Representative:

Name: _____

Organization (if any) & Address: _____

City: _____ State: _____ Zip: _____

Phone: Daytime: _____ Cell: _____ Evening: _____

Email: _____ Relationship to Beneficiary: _____

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)?

Exhibit "B" (Page 4)

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 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 support is received:

- 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 5)

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:

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

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

What are the sources? _____

14. Has Beneficiary received Medicaid benefits from any other state during his or her lifetime? If yes, list the state(s), Medicaid benefits and approximate dates benefits were received:

State: _____ Benefits: _____ Dates: _____

State: _____ Benefits: _____ Dates: _____

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

If yes, provide name of Insurer: _____

16. 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?

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

3. What is the prognosis at this time? _____

Sub-Account Funds

1. What is the source and date of receipt of the funds being used to create the Trust Sub-Account?

Exhibit "B" (Page 6)

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

Choose One:

I direct the Trustee to pay The Arc Minnesota its Remainder Share. Any remainder shall be used to repay the appropriate state(s) for amounts they have paid for Beneficiary's support. Any remainder after the Arc-MN Pooled Trust and the state(s) are paid should be paid over 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.

I direct the Trustee to transfer the remainder of the Sub-Account after The Arc Minnesota share and the State(s) have been reimbursed into 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 Donor _____ Percentage*: _____

Recipient: _____ SSN: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: Daytime: _____ Cell: _____ Evening: _____
Relationship to Donor _____ Percentage*: _____

Recipient: _____ SSN: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: Daytime: _____ Cell: _____ Evening: _____
Relationship to Donor _____ Percentage*: _____

*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 7)

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.

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.

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

Monthly Fees for Funded Trusts

Amount Funded & Investment Choice	Active Accounts	Inactive Accounts
Less than \$10,000 (Money Market)	\$ 92	\$ 37
\$10,000 or greater (Money Market)	\$ 92 ^{*1}	\$ 37 ^{*2}
\$10,000 or greater Selected Investments	\$ 109 ^{*3}	\$ 53 ^{*4}

Check Fees	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.

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

EXHIBIT “D”
Arc-MN Pooled Trust for a Beneficiary’s Assets Joinder Agreement

Contact Information

For information regarding a Beneficiary’s Sub-Account, or for requests for disbursements, call or write The Arc Minnesota at:

The Arc Minnesota
Attn: Master Pooled Trust Department
2446 University Ave W, Suite 110
Saint Paul, MN 55114
952-920-0855
1-833-450-1494

For banking information regarding the Pooled Trust account, please write the Trust Funds Manager:

Associated Trust Company
815 North Water Street
Milwaukee, WI 53202

EXHIBIT "E"
Arc-MN Pooled Trust for a Beneficiary's Assets Joinder Agreement
Initial Status of Arc-MN Pooled Trust Sub-Account

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

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

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

Trust Sub-Account is funded with \$10,000 or greater. Trust Sub-Account funds will be invested in one of the following Investment Strategies:

- 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.

Sub-Account Statements

Sub-Account statements will be sent to:

- Beneficiary: Monthly Quarterly Online Viewing
(Beneficiary must receive statements at least quarterly.)

- Primary Representative: Monthly Quarterly Annually Online Viewing

- Other: _____ Monthly Quarterly Annually Online Viewing

In addition to the Beneficiary, tax statements 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 Beneficiary's Assets Joinder Agreement
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.
- I have advised my client that federal law requires that all unspent amounts in a Beneficiary funded Sub-Account at the Beneficiary's death (remaining after payment of the remainder share) must be used to reimburse the State for medical services received. The remainder share of 10% of the Pooled Trust for other indigent Beneficiaries is paid before the State reimbursements.
- There are no liens or claims against the funds to be deposited in the Trust Sub-Account.
- The Beneficiary of the Trust meets the definition of having a disability as defined in 42 U.S.C. § 1382c(a)(3) and/or has been certified with a disability by the Social Security Administration.
- I have advised my client that, under 42 U.S.C. §1396p(c), certain transfers of assets for less than fair market value (including but not limited to, the purchase of an annuity that will not pay back to the purchaser the amount paid for it), can result in a period of ineligibility for certain types of Medicaid, including long-term care Medicaid, home or community-based waiver services, home health care services, home and community care for functionally disabled elderly individuals, and personal care services; and I have further advised my client that the act of joining the Arc-MN Pooled Trust is not considered such a transfer of assets for less than fair market value, but I have so advised my client that if such a transfer of assets for less than fair market value has occurred, as would be penalized under 42 U.S.C. §1396p(c), joining the Arc-MN Pooled Trust will not avoid or mitigate the penalty period.

Attorney Signature: _____ Client Signature: _____

Print Attorney Name: _____ Print Client Name: _____

Date: _____ Date: _____

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 of the Trust meets the definition of having a disability as defined in 42 U.S.C. § 1382c(a)(3) and/or has been certified with a disability by the Social Security Administration.

Signature: _____ Signature: _____

Date: _____ Date: _____