PROXY
PARENT
FOUNDATION

Joinder Agreement

Third Party Trusts

for PLAN of California Master Pooled Trust



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Proxy Parent Foundation

JOINDER AGREEMENT FOR THIRD PARTY TRUSTS

for PLAN of California Master Pooled Trust

This is a legal document. You are encouraged to seek independent, professional advice before signing. Ultimately, in the case of court established trusts, this Joinder Agreement will require court approval.

I. BACKGROUND INFORMATION.

A. Enrollment in and adoption of Trust Terms. The Undersigned hereby enrolls in and adopts PLAN of California Master Pooled Trust Agreement dated Nov. 30, 2006, and First Amendment thereto, dated October 11, 2012 (hereinafter, the "Trust") which is incorporated herein by reference.

B. Trust Sub-account Number: _____

C. Grantor Information:

Name: _____
Address:_____
SSN or Tax Payer ID:_____
Telephone: _____
Email:_____
Birth Date: _____
Relationship to Beneficiary: _____

D. Beneficiary Information:

Name: _____
Address:_____
SSN or Tax Payer ID:_____
Telephone: _____
Email: _____
Birth Date: _____
Place of birth: Hospital: _____
City/State/Country: _____
Mother's name: _____
SSN: _____
Father's name: _____

SSN: _____

E. Beneficiary's Primary Representative:

The Primary Representative does not have the power of authority to compel a distribution from the trust. The Primary Representative does serve in an advisory position with respect to the Trust, assisting the Trustee to understand the beneficiary's needs. The Grantor should be the primary Representative. The Beneficiary, however, cannot act as his or her own Primary Representative. If the Beneficiary has a conservator of the estate, that person should be the primary representative, in the absence of the Grantor. If the Beneficiary is a minor the parent or guardian is the primary representative. If the Beneficiary has a Representative Payee or an agent acting under a durable power of attorney, those persons or another person of the Beneficiary's own choosing may be the primary representative. Please provide the name, address, and relationship of the Primary Representative to the Beneficiary:

Name: _____
Address: _____
Telephone: _____
Email _____
Relationship to Beneficiary: _____

F. Beneficiary's Alternative Primary Representatives:

Please list below, in order of preference, the persons that you would like to be your alternate or successor Primary Representative:

<u>First Alternate:</u>
Name: _____
Address:_____
Telephone: _____
Email: _____
Relationship to Beneficiary: _____

<u>Second Alternate:</u>
Name: _____
Address: _____
Telephone: _____
Email: _____

Relationship to Beneficiary: _____

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

□ PLAN of California to act, appoint, or designate agent.

□ Other: _____

G. Current Benefits:

1. Does the Beneficiary receive Supplemental Security Income (SSI)?
   □ YES □ NO
   If so, how much per month? $_____
   Date Beneficiary began receiving SSI: _____

2. Does the Beneficiary receive Social Security (SSDI)?
   □ YES □ NO
   If so, how much per month? $_____
   Date Beneficiary began receiving SSDI: _____

3. Does the Beneficiary receive Medicare?
   □ YES □ NO
   If so, what is the Medicare card number? _____ _____

4. Does the Beneficiary receive Medi-Cal?
   □ YES □ NO
   If so, what is the Medi-Cal card number? _____

5. List all other forms of public benefits that the Beneficiary receives:

_____
_____
_____
_____

H. Private Insurance:

Is the Beneficiary covered under any health insurance policy?
□ YES □ NO
If so, complete the following:

1. Insurer: _____
2. Address: _____
3. Policy Number: _____

I. Burial Insurance or Burial Account.

Is the Beneficiary covered under prepaid funeral or burial insurance?

□ YES □ NO

If so, complete the following:

1. Insurer: _____
2. Address: _____
3. Policy Number: _____

II. FINAL DISTRIBUTION AND REMAINDER BENEFICIARIES.

A. Distributions of the Remainder upon the Beneficiary's Death:

1. Source of Funds:

a. A third party' funds – describe source,:

_____

The Trust account established with this Joinder Agreement is funded with a third party's funds. There is no requirement in federal law for reimbursement to the State for medical services received.

The hierarchy of Deductions from the Remainder upon the death of the Beneficiary is as follows:

First. Payment of expenses such as fees, costs, last illness or burial expenses, if so designated by the grantor.

Second. The amount retained by the Trust.

Third. Distribution of the remainder to the persons designated by the Grantor as "Final Remainder Beneficiaries."

2. Distribution of Remainder upon death of Beneficiary:

a. A minimum gift of 25% of the remainder in the sub-account is retained by the Trust. If a larger gift to Trustee is desired, cross out 25% below and fill in the higher percentage of the remaining funds that will be retained by the Trust:

25% or _____ of this sub-account.

b. If there are funds remaining in the Beneficiary's sub-account after the PLAN Trust Remainder Share, the remainder will be distributed in accordance with the Grantor's designation of Remainder Beneficiaries below. Please make sure that the percentages below add up to 100%.

Final Remainder Beneficiaries:

Name of person or entity: _____
Address: _____
Telephone: _____
Email: _____
Percentage of Final Remainder _____%

Name of person or entity: _____
Address: _____
Telephone: _____
Email: _____
Percentage of Final Remainder _____%

Name of person or entity: _____
Address: _____
Telephone: _____
Email: _____
Percentage of Final Remainder _____%

The total Percentage of all the Final Remainders must equal 100%

Should this section not be completed or should the final percentages not total 100%, the final remainder beneficiary shall be determined by the beneficiary's estate, by will or the laws of intestacy.

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, by right of representation. If a Final Remainder Beneficiary does not have descendants, then his or her share shall lapse.

3. Locating Final Remainder Beneficiaries:

Grantor acknowledges that PLAN 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 Trustee may recover its reasonable costs and expenses associated with locating such beneficiaries.

III. OPERATIONAL PROVISIONS.

A. Disbursements:

The Grantor recognizes that all disbursements are discretionary, as directed by the Trustee.

1. With this in mind, the Grantor expresses the following desires as to how funds in the Trust sub-account might be used for the Beneficiary's supplemental needs: (For example, dental work not covered by Medi-Cal, rehabilitative services, education, musical enjoyment, recreation, etc.)

_____
_____
_____
_____
_____
_____

2. Although still subject to Trustee discretion, additional Supplemental Needs, including items of a similar nature to those listed above, may be specified in a Case Assessment and Supplemental Needs Plan that may be established for the Beneficiary upon funding of the sub-account and updated from time to time.

B. Contact Information *(Regarding initial Sub-Account Disbursements and Other Matters)*:

SEE APPENDIX 2

C. Fees:

In non-court supervised trusts such as here, fees and costs for any services specifically for the Beneficiary are paid from the Beneficiary's specific Trust account. Grantor agrees to pay the fees in accordance with Appendix 1 that is attached hereto and that may be amended from time to time. If fees are not paid in advance by Grantor, the Trustee is authorized to charge such fees to a Beneficiary's sub-account. Fees are not refundable.

D. Miscellaneous Provisions:

1. The provisions of this Joinder Agreement may be amended as the Grantor and the Trustee may jointly agree, so long as any such amendment is consistent with PLAN of California Master Pooled Trust Agreement and the then-applicable law.

2. Taxes:

a. 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.

b. Grantor acknowledges that Trustee has made no representations as to the gift or tax consequences of directing funds to the Trust and has recommended that the Beneficiary 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.

4. This Trust is a pooled special needs trust, which is governed by the laws of California. Since the funds forming the trust account did not originate with the beneficiary, this Trust account is not administrated in conformity with the provisions of 42 U.S.C. § 1396p, amended August 10, 1993, the Omnibus Budget Reconciliation Act of 1993.

E. ACKNOWLEDGMENT BY GRANTOR:

Each Grantor acknowledges that he or she has been advised to have PLAN of California 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 recognizes and acknowledges 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 for any loss of benefits as long as the Trustee acts in good faith.

Each Grantor acknowledges and agrees that the Trustee, 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 Trustee so long as the Trustee acts reasonably and in good faith.

Each Grantor acknowledges 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 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 he or she relying upon, any representation of or any legal advice by PLAN of California 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 PLAN of California 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 PLAN of California 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 PLAN of California 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 J of this Joinder Agreement.

F. 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 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, the undersigned Grantor has reviewed and signed this Joinder Agreement, and agrees to be bound by its terms, and the Trustee has accepted this Joinder Agreement, the parties hereby execute this Joinder Agreement to be effective as of:
this _____ day of _____, 20 _____.

_____

PLAN of California, as Trustee

By: _____
Karen Clark
Director of Administration

APPENDIX 1 TO THE JOINDER AGREEMENT
FOR THE PLAN OF CALIFORNIA MASTER POOLED TRUST

FEE SCHEDULE

A Fee Schedule shall be published annually and is available upon request. Effective *July 7, 2016* the following fees may be charged from time to time by the PLAN of California Master Pooled Trust:

Enrollment Fee: The enrollment fee covers the cost of opening a Trust sub-account for the Beneficiary. It is due at the time the Joinder Agreement is executed. For First Party/Self-Settled Trusts, the enrollment fee is 1.5% of the trust balance, but in no case less than $500 or greater than $1800. For Third Party Trusts, to be funded some time in the future, the enrollment fee is $1800.

Annual Trust Maintenance Fee: Once the trust is funded, a trustee & administration fee is charged annually. The trustee & administration fee is 1.75% of trust balance for balances up to $100,000, 1.5% for balances from $100,001 to $300,000, 1.25% for balances over $300,000, or $750 per year, whichever is greater.

Personal Support Administrative Fee: If Personal Support Services are provided, a 15% administration fee is charged based upon personal support services hours provided, contracted with qualified personal support specialists.

Special Assessments: The Trustee has 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 Public Benefits.

Other fees that may be paid to outside parties: Investment management, IRS tax preparation fees, legal services, contracted Primary Representative Services, Personal Support Services, etc., to be negotiated at reasonable, competitive professional rates

APPENDIX 2 TO THE JOINDER AGREEMENT
OF THE PLAN OF CALIFORNIA MASTER POOLED TRUST

CONTACT INFORMATION

For information regarding a Beneficiary's sub-account, or for initial requests for disbursements, call or write PLAN of California, at:

PLAN of California Master Pooled Trust
Attn: Karen Clark, Director of Administration
PO Box #889
Pacific Palisades, CA 90272
714-997-3310
kclark@proxyparentfoundation.org