

For Office Use Only

Sub Acct# _____

Assigned by _____ DATE _____

JOINDER AGREEMENT FOR THE ARCare TRUST I

USE THIS JOINDER AGREEMENT FOR THIRD PARTY ASSETS ONLY
REIMBURSEMENT NOT REQUIRED

The undersigned hereby enrolls in The ARCare Trust I and adopts The ARCare Trust I Master Trust Agreement dated April 11, 1996 which is incorporated herein by reference.

A. DEFINITIONS:

For all purposes under this Joinder Agreement:

1. "Government Assistance" shall mean those services or financial assistance paid for or otherwise provided by a local, state, or federal government or agency or department thereof, to, for or on behalf of eligible beneficiaries.

2. "Unfunded Enrollment" shall mean:

- (a) the Donor has executed this Joinder Agreement
- (b) the Board has accepted the Joinder Agreement
- © the Donor has paid the initial enrollment fee
- (d) all fees due and owing are paid
- (e) no assets have been transferred into the sub-account

3. "Funded Enrollment, Distributions Deferred" shall mean:

- (a) the Donor has executed this Joinder Agreement
- (b) the Board has accepted the Joinder Agreement
- © the initial enrollment fee has been paid
- (d) all fees due and owing have been paid
- (e) assets have been transferred into the sub-account
- (f) the Donor or designated person or entity has directed that distributions be deferred

4. "Funded Enrollment, Distributions Authorized" shall mean:

- (a) the Donor has executed this Joinder Agreement
- (b) the Board has accepted the Joinder Agreement
- © the initial enrollment fee has been paid
- (d) all fees due and owing have been paid
- (e) assets have been transferred into the sub-account
- (f) the Donor or designated person or entity has authorized distributions

5. "Third Party" shall mean a person or entity other than the Beneficiary, Settlor, or Trustee.

6. "Donor" or "donors" shall mean the person or persons, entity or entities making contributions from time to time to the Trust for the benefit of a Beneficiary pursuant to a properly executed Joinder Agreement.

7. "Settlor" shall mean ARCare, Inc., in its capacity as a Kansas not-for-profit corporation.

8. "Beneficiary" shall mean those persons with mental retardation or other developmental disabilities or those persons disabled as defined in 42 U.S.C. §1382c(a)(3), as amended from time to time, for whose benefit a sub-account has been established by a Donor.

9. "Disability" shall include mental retardation, other developmental disabilities or the statutory definition used by the Social Security Administration at 42 U.S.C. §1382c(a)(3), as amended from time to time or the definition used by the State of Kansas at K.P.A.M. 5352.

B. DONOR INFORMATION

1. Donor 1

Name: _____

Address: _____

Social Security Number: _____

Cell Phone: _____ Home Phone: _____

Relationship to disabled beneficiary:

Parent

Grandparent

Legal guardian

Other _____

County of Jurisdiction: _____

2. Donor 2

Name: _____

Address: _____

Social Security Number: _____

Cell Phone: _____ Home Phone: _____

Relationship to disabled beneficiary:

Parent

Grandparent

Legal guardian

Other _____

County of Jurisdiction: _____

C. BENEFICIARY INFORMATION

Name: _____

Residence: _____

Permanent Address: _____

Cell Phone: _____ Evening Phone: _____

Social Security No. _____

Birth date: _____ Age at Execution of this Document: _____

Place of Birth:

Hospital: _____ City: _____ State: _____

Describe Disability: _____

Date of Diagnosis: _____ Documentation attached: YES NO

Is the Beneficiary Disabled per 42 U.S.C. §1382c(a)(3) YES NO

Does the Beneficiary currently receive Supplemental Security Income (SSI)? YES NO

If yes, amount received/month: _____

Address of SS office: _____

Caseworker name: _____

Does the Beneficiary currently receive Supplemental Security Disability Income (SSDI)?
YES NO

If yes, amount received/month: _____

Address of SS office: _____

Caseworker name: _____

Is Beneficiary Medicaid eligible? YES NO

If yes, indicate Medicaid card number: _____

SRS Office Location: _____

Does Beneficiary currently have Secondary or some other Medical Insurance?

YES NO

If yes, name of company: _____

Address of company: _____

Policy number: _____

List all other forms of government assistance the Beneficiary receives:

NOTE: The Donor or other person is responsible for notifying ARCare of benefits received by Beneficiary.

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?

Insurer: _____

Address: _____

Policy Number: _____

D. STATUS OF ACCOUNT AT EXECUTION OF JOINDER AGREEMENT:

1. Unfunded
2. Funded, distributions deferred
3. Funded, distributions authorized

E. TRUST PROPERTY

All property transferred to the ARCare Trust I are **THIRD PARTY ASSETS**, belonging to the donor or some other person at the time of transfer to the ARCare Trust I. None of the property transferred belongs to the Beneficiary or is derived from public assistance paid to the Beneficiary.

Donor's initials required _____

Assets belonging to the beneficiary or titled in the beneficiary's name may not be transferred into the trust. If assets intended of transfer into the ARCare Trust I belong to the beneficiary or are titled in the Beneficiary's name DO NOT COMPLETE THIS FORM, COMPLETE JOINDER AGREEMENT FOR TRUST II SUB-ACCOUNT.

The Donor transfers, assigns, and grants to the Trustee concurrent with the execution of this Joinder Agreement, the property described in Appendix A of this Joinder Agreement.
Donor's initials required _____ (only if property is transferred)

F. COMPLETE THIS SECTION IF TRUST SUB-ACCOUNT IS UNFUNDED

1. Indicate when this unfunded account will be funded:

- (a) If a single donor, upon donor's death
- (b) If two or more donors
 - (1) at death of Donor #1
 - (2) at death of Donor #2
 - (3) at the death of the first to die of Donor #1 or Donor #2
 - (4) at the death of the second to die of Donor #1 or Donor #2

Other: _____

2. If sub-account is unfunded, indicate method of funding:

(a) Last Will and Testament of:

____ Donor 1:

____ Donor 2:

____ Other:

If this option is selected provide name and address of executor(s):

Provide copy of will.

(b) Trust(s):

Name of Trust: _____

Trustee: _____

Successor Trustee: _____

Name of Trust: _____

Trustee: _____

Successor Trustee: _____

If this option is selected provide name and address of trustee(s)

Provide copy of trust.

- © Life Insurance, with Trustee designated as beneficiary,
 - Policy Number: _____
 - Co: _____
 - Address: _____
 - Local Agent: _____
 - Agent's Address: _____
 - Agent's Telephone Number: _____
 - Anticipated Amount: _____

Provide copy of policy.

- (d) Lifetime contributions by Donor(s), indicate amount of anticipated
 - _____
 - _____
 - _____

NOTE: Amount actually contributed may vary and intended amount may be changed by Donor(s).

- (e) Other methods of funding (describe): _____
 - _____
 - _____

- 3. Indicate person designated to pay annual Renewal Fee:
 - ___ Donor 1 _____
 - ___ Donor 2 _____
 - ___ Other: _____

G. COMPLETE THIS SECTION IF TRUST SUB-ACCOUNT IS FUNDED, DISTRIBUTIONS DEFERRED:

- 1. Indicate when distributions shall become authorized:
 - (a) If single Donor, indicate one only:
 - ___ At Donor's incapacity
 - ___ At Donor's death
 - ___ At Donor's death or incapacity
 - (b) If two Donors, indicate all which apply:
 - ___ At death of Donor #1
 - ___ At death of Donor #2
 - ___ At death of first to die of Donor 1 or Donor 2
 - ___ At death of second to die of Donor 1 or Donor 2
 - ___ At the death of Donor #1 or #2 when the other is incapacitated
 - ___ At the incapacity of Donor #1

- At the incapacity of Donor #2
- At the incapacity of both Donor #1 and Donor #2
- At the incapacity of Donor #1 or #2 when the other is deceased

© Other: (Describe--ARCare must approve)

*****NOTE: THE TRUSTEE MAY, BUT IS NOT REQUIRED TO CONVERT SUB-ACCOUNT STATUS FROM "FUNDED ENROLLMENT, DISTRIBUTIONS DEFERRED" TO "FUNDED ENROLLMENT, DISTRIBUTIONS AUTHORIZED" WITHOUT NOTICE TO THE DONOR. *****

H. DISTRIBUTIONS UPON DEATH OF BENEFICIARY:

1. Trustee may, in its discretion, pay from Beneficiary's sub-account, funeral and burial expenses, valid claims and expenses, including, but not limited to federal estate taxes and state death taxes, of the Beneficiary.

2. Trustee shall pay expenses for administration and termination of the sub-account (including, but not limited to, federal estate taxes and state death taxes.)

3. Assets remaining in the Beneficiary's sub-account at the death of the Beneficiary after payment of expenses shall be distributed to the following individuals or organizations in the percentages indicated:

NAME/ADDRESS TELEPHONE NO.	RELATIONSHIP TO BENEFICIARY	PERCENTAGE	DONOR'S INITIALS
ARCare, Inc. a Kansas Not for Profit Corporation 8417 Santa Fe Drive Overland Park, KS 66212 913/648/0233			

J. FEES

1. FEES DUE

- (a) Enrollment Fee. Donor shall pay an enrollment fee of \$500.00 due at execution of this Joinder Agreement.
- (b) Renewal Fee. An annual Renewal Fee for each unfunded sub-account is due as of January 1, each year such sub-account status is "unfunded enrollment" or "funded enrollment, distributions deferred". The Donor, or designated person or entity, shall pay the Renewal Fee for sub-accounts with the status "unfunded enrollment". The Renewal Fee shall be charged against sub-accounts with status "funded enrollment, distributions deferred". At the time of execution of this Joinder Agreement the annual Renewal Fee is 1% of the first \$100,000 and 3/4% of assets over \$100,000 with a \$50.00 minimum per year.
- (c) Administration Fee. An Administration Fee shall be charged against sub-accounts with the status "funded enrollment, distributions authorized" for Funded sub-accounts annually as of January 1. At the time of execution of this Joinder Agreement the annual Administration Fee is 1% of the first \$100,000 of assets and 3/4% of assets over \$100,000 with a minimum of \$300.00 per year.
- (d) Other costs. Other costs related to administration of a specific sub-account shall be charged against such sub-account at the discretion of the Trustee.
- (e) Taxes. Taxes shall be paid by the Beneficiary or charged against the Beneficiary's sub-account.
- (f) Transaction Fee. A Transaction Fee shall be charged for transactions in excess of six per year.
- (g) Any additional fees or special fee agreements pursuant to Section 10.07 of the Master Trust Agreement shall be listed on Appendix B of this Joinder Agreement.

2. The ARCare Trust I is only available to Beneficiaries whose Donors are in good standing with the Trust. To be in good standing, a Donor shall have paid the initial enrollment fee and shall have paid the required annual renewal fee(s) within the prescribed time.

3. A sub-account cannot attain the status of Funded Enrollment, Distributions Authorized if Donor is not in good standing.

4. This Joinder Agreement and the Master Trust Agreement may be terminated by ARCare, Inc., as to the Donor and Disabled Beneficiary upon non-payment of any required fee.

K. AMENDMENT OF JOINDER AGREEMENT:

The provisions of this Joinder Agreement may be amended upon agreement in writing by Donor and ARCare, Inc., so long as any such amendment is consistent with the ARCare Trust I Master Trust Agreement and the then applicable law.

L. TAXES:

1. The Donor acknowledges that contributions to the ARCare Trust I are not deductible as charitable gifts, or otherwise.

2. The Donor remains responsible for filing gift tax returns and paying gift taxes which may be required as a consequence of gifts to the ARCare Trust I. Professional tax advice is recommended.

3. 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.

4. Trust sub-account income may be taxable to the Trust, and when this is the case, such taxes shall be allocated to the Beneficiaries' sub-accounts in a manner determined by the Board and charged against such sub-accounts...

M. ENROLLMENT OF MORE THAN ONE BENEFICIARY:

To enroll more than one beneficiary consult with ARCare representative.

N. DESIGNATION OF CONSULTANT:

1. Upon direction by the Donor, or upon notice of the Donor's death or incapacity, the Trustee may, in its sole and absolute discretion, consult with the following persons. When possible the Trustee will consult with the first available, in the order named, of the persons indicated below regarding distributions.

NAME	ADDRESS	CITY, STATE, ZIP	RELATIONSHIP
Consultant 1	_____	_____	_____
Consultant 2	_____	_____	_____

DONOR 2

Date

State of Kansas)
) ss
County of Johnson)

On this date, _____, 2010, before me, the undersigned, a notary public in and for said State, personally appeared _____ as Donor to me personally known to be the same person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date last above written.

Notary Public

My Commission Expires:

ARCare, Inc. Board of Directors has reviewed and accepted this Joinder Agreement.

SIGNED BY ARCARE as its

Date

APPENDIX A

Attached to and made part of the joinder agreement executed this date
_____, 2010, for the benefit of _____, by
_____.
Donor Name *Beneficiary Name*

The following described assets are hereby transferred to the ARCare Trust I and made subject to the terms and provisions of the ARCare Trust I Declaration of Trust and the foregoing Joinder Agreement.

Deposited with Trustee:

Acknowledged this date, _____, 2010

Donor

APPENDIX B

Attached to and made part of the joinder agreement executed this date _____, 2010, for the benefit of _____, by _____, *Beneficiary Name*
Donor Name.

The following described fees or payments are [in addition to] [in place of] those described in the foregoing Joinder Agreement and are made subject to the terms and provisions of the ARCare Trust I Declaration of Trust and the foregoing Joinder Agreement on approval of the Board of Directors.

Acknowledged this date, _____, 2010.

Donor _____

Acknowledged this date, _____, 2010.

Board Representative