

**PLAN OF MARYLAND-DC, Inc.**  
**8555 16<sup>th</sup> Street, Suite 805**  
**Silver Spring, MD 20910**  
**Tel: 301-587-7815 Fax: 301-589-8240**

**PLAN LIFE TRUST**

JOINDER AGREEMENT TO PLAN LIFE TRUST

This agreement is entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the Settlor and the Trustee, as set forth below:

The undersigned Settlor hereby adopts the PLAN LIFE TRUST Master Discretionary Trust Agreement entered into by PLAN of Maryland-DC, Inc. ("PLAN OF MD/DC") as Grantor and Trustee on June 21, 2007, and establishes a Trust, funded as herein provided, the funds of which are to be held IN TRUST under the Maryland Discretionary Trust Act as a separate Trust Account, for the purposes and on the terms and conditions set forth in this Joinder Agreement and in the Master Discretionary Trust, the provisions of which are hereby adopted by the Settlor and incorporated by reference herein.

1. Settlor's Name:

Address:

Social Security No:

Phone (day):

Phone (evening):

Relationship to Beneficiary:

2. Beneficiary's Name:

Address:

Social Security No.;

Phone (day):

Phone (evening):

3. The name of the Settlor's Trust shall be : The \_\_\_\_\_ Special Needs Trust dated \_\_\_\_\_.

(cross out inapplicable paragraph and initial)

Settlor Initials \_\_\_\_\_

This trust shall be effective upon the transfer of property listed in Schedule A, attached hereto, and upon the execution by Trustee of a written receipt and acceptance therefore. This trust shall be effective for additional conveyances of trust property only upon the Trustee's additional receipt and acceptance of same.

It is the Settlor's intention to fund this trust by a bequest of property from his estate or by the proceeds of life insurance or from other sources expected to be received in the future. This Trust, accordingly, shall be effective upon the transfer of property by Settlor or on Settlor's behalf and the execution by Trustee of a written receipt and acceptance therefore.

4. Personal Plan of Care:

Settlor has delivered to or already has on file with PLAN of Maryland-DC, Inc. a Personal Plan of Care or is currently receiving services from PLAN and awaiting approval of a Personal Plan of Care.

5. Dispositive provisions:

(a) Funeral and Burial expenses:

The Trustee (shall/shall not) pay the expenses for the funeral and burial expenses of the Beneficiary.

(b) Remainder Beneficiaries – Distribution of Non-Retirement Accounts:

- (1) In accordance with section 3.4.3 of the Master Discretionary Trust, after payment of all expenses authorized by the Master Discretionary Trust Agreement, the Trustee shall distribute any principal and accumulated income remaining at the death of the Beneficiary as follows: \_\_\_\_\_
- (2) If, at the time for final distribution of any Trust Account, none of the above persons or organizations to whom the principal and any undistributed net income of such trust are directed to be distributed shall be living or in existence, the Trustee shall, in lieu of such distribution, pay over and distribute the same to the legal heirs of the Beneficiary, in the shares and proportions in which the Beneficiary's personal representative would have been required to distribute the same had such Beneficiary died intestate, a resident of the State of Maryland. (\*Note – Payment to beneficiaries estate could result in funds escheating to the state if no claimant is readily apparent to PLAN of Maryland-D.C., Inc.)
- (3) If there are no legal heirs of the Beneficiary living or in existence, the Trustee shall pay over and distribute the same to (Not for Profit Organization)  
\_\_\_\_\_
- (4) If the not for profit organization listed above is no longer in existence, or declines acceptance of the principal and undistributed net income, then the Trustee shall pay over and distribute the same to PLAN of Maryland-DC, Inc.

(c) Remainder Beneficiaries – Distribution of Retirement Accounts:

- (1) In accordance with section 4.2 of the Master Discretionary Trust, the Trustee shall distribute any principal and accumulated income which was received from Qualified Retirement Plans and which is remaining at the death of the Beneficiary to (Name and contact information of individual designated to receive the remaining benefits):

Settlor's Initials \_\_\_\_\_

- (2) The Settlor directs that Retirement Account distributions by the Trustee to the initial Beneficiary shall be (mandatory / discretionary).
- (3) If, at the time for final distribution of any Trust Account, the individual named in section (1) above is no longer living or declines acceptance of the benefit, the alternative remainder beneficiaries (Names and contact information) are:

6. Trustee Appointment, Succession, Resignation and Removal:

(a) Successor Trustee:

- (1) In accordance with section 7.1 of the Master Discretionary Trust, if a trustee resigns or becomes unable to act as trustee, the Successor Trustee shall be:

\_\_\_\_\_  
(Name, Address, telephone number)

- (2) The Alternate Successor Trustee shall be

\_\_\_\_\_  
(Name, address, telephone number)

(b) Next Friend:

Settlor nominates \_\_\_\_\_  
(name, address, telephone number)  
to serve as Next Friend as provided in 3.3 of the Master Discretionary Trust.

In the event the above-named candidate is unable to serve, Settlor nominates  
\_\_\_\_\_  
(name, address, telephone number)  
to serve as alternate Next Friend.

Settlor Initials \_\_\_\_\_

Settlor's Initials \_\_\_\_\_

(c) Trust Protector / Removal of trustee:

(1) Settlor specifies \_\_\_\_\_  
(name, address, telephone number)  
as the person or entity authorized to act as Trust Protector and to remove a trustee as provided in 7.2 of the Master Discretionary Trust.

(2) In the event that the Trust Protector named above is unable or unwilling to serve, Settlor specifies \_\_\_\_\_ as the successor Trust Protector.

7. Distribution of Income from Retirement Accounts (Choose one of the following:)

**Mandatory Distribution by Trustee:** Upon receipt of the Retirement Account distribution from a plan administrator, the Trustee shall pay all such amounts withdrawn or received from such plan, less any expenses chargeable to such amounts, to or for the benefit of the Beneficiary in the year of receipt.

After the death of \_\_\_\_\_, the Trustee shall direct the Retirement Plan Administrator to substitute the following person(s) as designated beneficiary(ies) of the Retirement Account:

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**Discretionary Distribution by Trustee.** Upon receipt of a Retirement Account distribution from the plan administrator, the Trustee may, distribute the same to or for the benefit of the Beneficiary if, as and when the Trustee, in its sole discretion, may deem the same appropriate. The Trustee may, in its sole and absolute discretion, elect to retain and accumulate said distribution in the sub-account if distribution of such benefits would effectively disqualify the Beneficiary from needs-based public benefits.

After the death of \_\_\_\_\_, the Trustee shall direct the Retirement Plan Administrator to substitute the following person(s) as designated beneficiary(ies) of the Retirement Account:

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8. Payment of Life Insurance Premiums from the Trust

There (is / is not) a life insurance policy in force under which a life is insured for the benefit of the beneficiary.

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The existing policy (if any) is policy number \_\_\_\_\_, and is issued by \_\_\_\_\_ (Provide the name and contact information for the insurance company providing the policy.)

It is the Settlor's preference that, in accordance with section 15.3 of the Master Discretionary Trust, the premiums, assessments or other charges upon the policy should / should not be paid by the Trust.

9. Revocability of trust by Settlor:  
(cross out inapplicable provision and initial)

This Joinder Agreement may be revoked.

This Joinder Agreement may not be revoked.

Settlor initials \_\_\_\_\_



Acceptance of Trust

The undersigned, PLAN OF MARYLAND-DC, INC., of Silver Spring, Maryland, as Trustee-nominee of the \_\_\_\_\_ Trust under Trust Agreement dated \_\_\_\_\_, 20 , accepts the trust created therein and agrees to serve as the Trustee of said trust at the times and in the manner provided therein.

Attest:

\_\_\_\_\_  
Witness

PLAN MARYLAND-DC, Inc

by \_\_\_\_\_ (seal)

President  
TRUSTEE

CORPORATE ACKNOWLEDGMENT

STATE OF MARYLAND ) ss  
COUNTY OF MONTGOMERY )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally appeared GLENN A. FLITTNER to me known to be President of PLAN of MARYLAND-DC, INC., and executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the use and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal the date and year first above written.

My commission expires

\_\_\_\_\_  
Notary Public

ATTACHMENT TO JOINDER AGREEMENT

SETTLOR:

DATED:

SCHEDULE A