

The Arc of New Mexico
MASTER TRUST II
JOINDER AGREEMENT

Name of Beneficiary: _____

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

The undersigned hereby enrolls in, adopts, and agrees to be bound by the terms of The Arc of New Mexico Master Trust II Trust Agreement dated April 9, 1999, which is incorporated herein by reference. (Amended August 15, 1999)

Donor's Information:

Full Name: _____

Address: _____

Phone: _____ Email: _____

Sponsor's Social Security Number: _____

Sponsor's birth date: _____

Relationship to Beneficiary: _____

Beneficiary Information:

Full Name: _____

Address: _____

Phone: _____

Social Security Number: _____ Birth date: _____

Place of birth: _____

Hospital: _____

Mother's name: _____

SSN: _____

Father's name: _____

SSN: _____

If the Beneficiary has a legal representative (e.g., legal guardian, conservator, representative payee or agent under a power of attorney), please complete:

Name and Address: _____

Relationship: _____

Source of legal authority: guardian, conservator, representative payee, parent(s)

agent under a power of attorney, other: _____

Date of appointment: _____

What forms of government assistance does the Beneficiary receive? Check all that apply.

<input type="checkbox"/>	Supplemental Security Income	<input type="checkbox"/>	Medicare
<input type="checkbox"/>	Social Security Disability Benefits	<input type="checkbox"/>	Developmental Disability Waiver
<input type="checkbox"/>	Medicaid-Medicaid number:	<input type="checkbox"/>	Other:

Is the Beneficiary covered under any policy of health insurance? If so please provide:

Policy #: _____

Insurer's Name/Address: _____

If the Beneficiary is covered under any prepaid funeral or burial insurance plan, please provide: _____

Policy #: _____

Insurer's Name/Address: _____

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What is the nature of the Beneficiary's disability medical diagnosis?

What is the prognosis at this time? _____
Permanent? _____

D. Distributions upon the Beneficiary's death:

Upon the death of the Beneficiary, any amounts remaining in the Beneficiary's Trust Sub-account shall be held, administered and distributed as follows:

1. Payment of Beneficiary's Expenses. The Settlor may pay (1) the expenses of the Beneficiary's funeral and/or cremation and burial, (2) any management and investment fees attributable to Beneficiary's Trust Sub-account, (3) Beneficiary's estate administration expenses including attorneys' fees and taxes, and (4) any other outstanding bills for the benefit of the Beneficiary that fall within the terms of the Trust.

2. If, upon the Disabled Beneficiary's death, funds remain in his or her separate Trust Subaccount, said funds shall be distributed in the following percentages and to the following people and organizations: (please attach additional pages if needed)

Full Name: _____

Address: _____

Phone: _____ Email: _____

3. "This Trust shall be administered for the primary benefit of the Beneficiary without any duty to the remainder beneficiaries named in paragraph 2. The remainder beneficiaries have absolutely no entitlement to any remainder funds if the Trust is consumed for the benefit of the Beneficiary. Discretion distributions made on behalf of the Beneficiary by the Trustee shall be absolutely binding on the remainder beneficiaries and they shall have no right to contest any such distributions, given the primary purpose of providing for the supplemental needs of the Beneficiary without regard to the remainder beneficiaries."

E. Uses for which Trust Sub-account distributions may be made:

The supplemental needs plan established for the Beneficiary shall be incorporated by reference in this Joinder Agreement.

The Trust Sub-account will be administered for the benefit of the Beneficiary.

Pending the final preparation of an individualized supplemental needs plan established for the Beneficiary, any non-support items that are required for maintaining a Beneficiary's health, safety and welfare may be provided for the benefit of the Beneficiary when, in the discretion of the Settlor, such requirements are not being provided by any public agency, or are not otherwise being provided by any other source of income available to the Beneficiary.

In addition, the Settlor may also make expenditures for the in-kind support and maintenance of a Beneficiary even if such expenditures would result in a reduction of a

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Beneficiary's government and/or private benefits but only to the extent that such expenditures do not result in the disqualification of a Beneficiary from government and/or private benefits for which the Beneficiary would otherwise be entitled.

F. Method or source of funding:

1. The Trust Sub-account is to be funded with _____
2. The Trust Sub-account is to be funded through a life insurance or otherwise, and The Arc of New Mexico Master Trust II, dated _____, and _____, will be designated as primary beneficiary.
3. The amount the Donor contributes or intends to contribute later on to the Disabled Beneficiary's Trust Sub-account is \$_____. (The amount intended to be contributed later on is subject to change by the Donor.)_____

G. Distributions

The Donor recognizes that all distributions are at the Settlor's sole discretion. With this in mind, the Donor expresses the following desires as to how funds in the Trust Sub-account might be used:

1. General Supplemental Needs: _____
Any needs not met by benefits _____

2. Specific Supplemental Needs Requested for the Beneficiary: _____

Any needs not met by benefits _____

3. Additional supplemental needs, including items of a similar nature to those specified above that are specified in an individualized supplemental needs plan established for the Beneficiary and updated from time to time, may be provided if approved.

H. Settlor fees will be charged in accordance with Schedule A attached hereto and as amended from time to time.

I. Miscellaneous:

1. The provisions of this Joinder Agreement, as entered into this ____ day _____, 20 ____ may be amended as the Donor and Settlor may jointly agree, so long as any such amendment is consistent with the provisions of The Arc of New Mexico Master Trust II Agreement, dated April 9, 1999, and the then applicable law.

2. Taxes:

a. The Donor acknowledges that the Settlor has made no representation to the Donor that contributions to the Settlor are deductible as charitable gifts, or otherwise.

b. Trust Sub-account income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary (or to the Beneficiary's parents if used to satisfy

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a legal obligation of support) subject to applicable exemptions and deductions.
Professional tax advice is recommended.

- c. Trust Sub-account income may be taxable to the Trust, and when this is the case, such taxes shall be payable from the Trust Sub-account.
3. If the Donor intends to enroll more than one Beneficiary under one Trust Sub-account, an additional agreement is required between the Donor and Settlor regarding such matters as the enrollment fees, annual renewal fees for unfunded enrollments, case management assessment fees, consultation fees, and Settlor administration fees.

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IN WITNESS WHEREOF, the undersigned Donor has reviewed and signed this Joinder Agreement, understands it and agrees to be bound by its terms and the terms of The Arc of New Mexico Pooled Trust II Agreement, dated April 9, 1999, which it incorporates by reference, and The Arc of New Mexico, as Settlor, has accepted and signed this Joinder Agreement this _____ day of _____, 20_____.

Donor(s)

The Arc of New Mexico
Settlor

By:

STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

Before me, the undersigned authority, on this day personally appeared _____, the Donor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Donor executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____, _____.

Notary Public
My commission expires: _____
Seal:

STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

Before me, the undersigned authority, on this day personally appeared the Trust Administrator of The Arc of New Mexico, the Settlor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Settlor executed the same for the purposes and consideration therein expressed and accepted the foregoing Joinder Agreement. Given under my hand and seal of office this _____ day of _____, _____.

Notary Public
My commission expires: _____
Seal:



AMENDMENT TO SCHEDULE A – FEE STRUCTURE

The Board of Directors of the Arc of New Mexico adopted a new Standard Annual Fee structure for Master Trust I and Master Trust II Pooled and Special Needs Trusts, at its board meeting on December 19, 2019. The new Standard Annual Fee structure will go into effect January 1, 2020 and will impact balances beginning January 31, 2020.

The Arc of New Mexico will change the rates to the tiers with the following incremental values. The fees will be allocated to each trust account at the end of each month; the basis will be the end of month balance following allocations of interest, dividends and market gains/or losses.

The Enrollment Fee which covers the administrative cost of opening the account and preparing a beneficiary profile will remain \$250 for MTI and any D4A Medicaid Trust where the Arc serves as Trustee and \$600 for MTII and any third party trust where the Arc serves as Trustee.

STANDARD ANNUAL FEES ⁽¹⁾ For Pooled and SNT Effective 1/1/2020

Based on the following asset values:

- 4.0% on the first \$150,000
- 3.0% on the next \$250,000
- 2.5% on the next \$250,000
- 2.0% on the next \$350,000
- 1.5% on the next \$500,000
- 1.0% on the next \$500,000
- 0.50% on balances greater than \$2,000,000

1) Annual standard fees include staff time and effort for daily, monthly, and annual transactions; reconciling accounts; providing quarterly statement; maintaining electronic and hard copy files; reporting to beneficiaries, family, agencies, government entities; closing of accounts; individual consultations and group meetings upon requests; property and asset management; preparation and participation of professional annual audits including individual tax returns; preparation and participation of annual Financial Institution Division certification evaluation.

2) Unlimited transactions with no additional fees

3) Fees are subject to change by the Arc of NM at any time upon prior notice

For People with Intellectual and Developmental Disabilities

5130 Masthead NE ❖ Albuquerque, NM 87109 ❖ Phone (505) 883-4630 ❖ Fax:
(505) 883-5564