

DayOne Reliance, Inc.

**SELF SETTLED POOLED PAYBACK TRUST
JOINDER AGREEMENT**

PURPOSE. The Trust is formed for the benefit of the Participant/Beneficiary (hereinafter referred to as "Beneficiary") to only supplement and not to replace earnings and governmental benefits, if any, and not to pay for food, lodging, medical, dental and hospital expenses which can otherwise be claimed from other sources including governmental agencies, pursuant to the life care plan of the Beneficiary. The transfer in this Trust is made in order to ensure that the services provided to the Beneficiary will be of assistance and benefit to him/her in the development of his/her maximum potential and in helping him/her achieve a reasonable degree of normality and happiness in relation to his/her condition. This Trust is established pursuant to 42 U.S.C. 1396p, (d)(4)(c) amended August 10, 1993, by the Omnibus Budget Reconciliation Act of 1993, 305 ILCS 5/5-2/1a (new) 89 Ill. Admin. Code Medicaid Qualifying Trust Chapter I Sec 120.347 (b) (1995) 760 ILCS 5/15.1 (new).

ADOPTION OF POOLED TRUST. On _____ (month/day), 20__ (year), the undersigned hereby enrolls in and adopts the SELF SETTLED POOLED PAYBACK TRUST of DayOne Reliance, Inc., dated June 10, 2009 which is incorporated herein by reference.

THE GRANTOR, _____,
(hereinafter referred to interchangeably as "Grantor" or "Donor") with offices at or residing at _____

_____ hereby irrevocably assigns and transfers to the Trustees of the Self Settled Pooled Payback Trust (hereinafter referred to as The "Trustees") the property set forth in Schedule "B" attached hereto for deposit into the Self Settled Pooled Payback Trust (hereinafter referred to as The "Trust") for the account of _____, as Beneficiary and a legal resident of Illinois who is "disabled" as defined at Section 1614 of the Social Security Act codified at 42 U.S.C. 1382 (a)(3), otherwise eligible for services provided by the Illinois Department of Human Services.

THE BENEFICIARY. Name _____
Address _____

Date of Birth _____ Social Security Number _____

Telephone (day) _____ (evening) _____

Fax _____ Mobile Phone _____

Place of Birth _____ Hospital _____

City / State of Hospital _____

Citizenship _____ Alien Registration No. if any _____

Mother's Name _____

Father's Name _____

PRIMARY REPRESENTATIVE. If the Beneficiary has a legal representative (e.g. legal guardian, representative payee, agent acting under a durable power of attorney, trustee, or other legal representative or fiduciary), that person shall serve as the Primary Representative. If there is no legal representative of the Beneficiary, then the Primary Representative shall be the Grantor/Donor. The Primary Representative is the person with whom the Trustee is authorized to communicate with regarding the Beneficiary's interest. The Beneficiary agrees that the Trustee may rely upon the representations of the Primary Representative. The Beneficiary further agrees to hold the Trustee harmless for relying on said representations of the Primary Representative.

FEES. DayOne Reliance, Inc. is entitled to the fees set forth in accordance to the Fee Schedule under Schedule "A" attached hereto. Grantor/Donor agrees to pay the fees in accordance with Schedule "A".

DISTRIBUTION & DISBURSEMENT. The Grantor recognizes that all distribution and disbursement are discretionary as directed by the Trustee or as required by court order. Distribution and disbursement of funds from the account of the Beneficiary shall commence on the date to be determined by the Trustees and continue for the life and sole benefit of the named Beneficiary.

The Trustees shall consider the following factors in the distribution and disbursement of Beneficiary's account:

a) Supplemental needs, not otherwise already provided for through governmental financial assistance and benefits or by the provider of services to the Beneficiary, which will contribute to the health, welfare, and safety of the Beneficiary. These needs may include but are not limited to the following: supportive social services, education, training, case management services, funeral arrangements, transportation, additional food, clothing, health services not provided, telephone or television services, radios, DVD players, television sets, camping, vacation, athletic contests, movies, trips, and other supplemental needs meeting this intent.

b) Trustees shall not pay or reimburse any amounts to the Federal Government, State of Illinois, or to any other state, or to any subdivision, or to any government agency for any purpose including the care, support, maintenance and education of the Beneficiary.

c) The distribution and disbursement shall take into consideration of the amount to which the Beneficiary may be entitled from any government agency, including, but not limited to, Social Security Administration benefits, Medicare (medical assistance) and Supplemental Security Income (SSI) benefits.

d) Based on availability of the funds and needs of the Beneficiary, the Trustees may enter into agreements to provide for further services, through the Special Needs Trust.

LIMITATION ON DISTRIBUTION. No Distribution from the account shall be used to pay for the support of a Beneficiary as the term support is defined under Federal or State benefit programs, including but not limited to, Social Security, Medicaid, etc. In particular, no distributions shall be used to provide for food, shelter or items, which are, considered support under Federal or State benefit programs. No distributions prior to or during the provision of services to a Beneficiary under the Trust or at its termination shall be made to a Beneficiary under the Trust.

ACKNOWLEDGEMENT & INTENT OF GRANTOR. Grantor acknowledges that he or she has been advised to have this agreement reviewed by his or her own attorney prior to its execution. Grantor further acknowledges and agrees that the Trustee may conclusively rely upon the Primary Representative or Beneficiary to identify and apply to programs that may be social, financial, developmental or other needed assistance to Beneficiary. As such, it is my intent to give the Trustees wide discretion in determining the granting of benefits or financial assistance under the Self Settled Pooled Payback Trust. Therefore, the following criteria are not intended to limit the Trustees discretion in determining the amount of financial benefit or assistance to be given under the life care plan. However, it is my desire that the Trustees take into consideration of the following criteria in making their decision:

- a) The age and physical condition of the Beneficiary.
- b) The nature and extent of governmental assistance or benefits.
- c) The life expectancy of the Beneficiary.
- d) The needs and ability for care, support, maintenance and education for the Beneficiary.

Grantor acknowledges that this transfer shall always be subject to the current terms and conditions of the trust agreement, and if a conflict exists between this transfer and the Self Settled Pooled Payback Trust, the terms and conditions of the Self Settled Pooled Payback Trust shall control.

Grantor recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits.

Grantor further acknowledges that upon execution of this agreement by Grantor and Trustee, the funding of a sub-account for the Beneficiary is irrevocable. Grantor recognizes that he or she 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.

TERMINATION. This trust shall terminate upon the death of the Beneficiary. Upon termination caused by death or for any other reason, in the Self Settled Pooled Payback Trust, the distributed value of the Trust shall be as follows: (please check either box A or B)

(A)

100% of the amount remaining in the individual Beneficiary's account upon the death of the individual Beneficiary will be retained by the trust. To the extent that amounts remaining in the individual Beneficiary's account upon the death of the individual Beneficiary are not retained by the trust, the trust will pay to each State from which the individual received Medicaid, to provide for reimbursement of expenditures made for medical assistance (to the extent such medical assistance has not already been reimbursed from any other source) based on the State's proportionate share of the total amount of Medicaid benefits paid by all of the States on the individual's behalf in the amount up to the total amount of medical assistance provided and the balance, if any, after this payment shall be distributed as designated in the instrument of transfer which established the account or if no such designation is effectively made to DayOne Reliance, Inc.. Funds retained by the Trust shall be distributed to the Charitable Fund of the Trust to provide for supplemental services to indigent individuals with disabilities

(Designated Individual(s): _____)

Or

(B)

The trust will pay to each State from which the individual received Medicaid, to provide for reimbursement of expenditures made for medical assistance (to the extent such medical assistance has not already been reimbursed from any other source) based on the State's proportionate share of the total amount of Medicaid benefits paid by all of the States on the individual's behalf in the amount up to the total amount of medical assistance provided and the balance, if any, after this payment shall be distributed as designated in the instrument of transfer which established the account or if no such designation is effectively made to DayOne Reliance, Inc.

(Designated Individual(s): _____)

The donor, during his/her lifetime, retains the exclusive right to change the designation of the individual(s) who shall receive the percentage distribution of

the "value of the account" after following the above payback provision upon termination. Upon the death of the Donor, the designations made by the Donor become irrevocable.

IN WITNESS WHEREOF, the undersigned Grantor/Donor has reviewed, understands it, and signed this Joinder Agreement, and agrees to be bound by its terms to be effective immediately on this day of _____, 20__.

GRANTOR / DONOR

GRANTOR / DONOR

IN WITNESS WHEREOF, the Board of Trustees has accepted and signed this Joinder Agreement this day of _____, 20 __.

DayOne Self Settled Pooled Payback Trust

By: _____
Authorized Agent of DayOne Reliance, Inc.

The State of Illinois)
)
County of _____)

This instrument was acknowledged before me by _____
as Grantor this ____ day of _____, 20__.

My commission expires: _____

Notary Public

<notary seal>

DayOne Reliance is offering a choice of Investment Portfolios for the Special Needs Trust. This is a one-time option which is only available upon enrollment.

Please choose from the following:

- A. a conservative portfolio with a higher concentration in bonds and income producing assets.

- B. a balanced portfolio with a higher concentration of equity assets.

* If you do not wish to make a selection you will automatically be enrolled into the Balanced Portfolio.

July 2009

SCHEDULE "A"
FEE SCHEDULE

The Grantor/Donor agrees that DayOne Reliance, Inc. is entitled to the following fees:

1. INITIAL ENROLLMENT FEE: \$775.00
2. BASE FEE - Funded Trust: \$750.00 CHARGED ANNUALLY
BASE FEE - Unfunded Trust: \$20.00 CHARGED ANNUALLY
3. ASSET VALUE FEE: 1% OF THE MARKET VALUE
OF THE ACCOUNT CHARGED QUARTERLY
4. BANK MANAGEMENT FEE: 0.45% OF THE MARKET VALUE
OF THE ACCOUNT CHARGED MONTHLY

The Initial Enrollment Fee will be charged upon signing of this agreement. The Annual Base Fee of the Unfunded Trust will be invoiced. The Annual Base Fee for the funded trust is charged annually on the anniversary date of the Trust (opening date of account). The Annual Asset Value Fees are charged quarterly. All fees are paid out of the Trust, except for unfunded trusts, and are non-refundable.

If fees are not paid in advance by Grantor, the Trustee is authorized to charge such fees to the Beneficiary's sub-account. If the fees that are due are not paid within sixty (60) days after notice, or if the Grantor does not make arrangements acceptable to the Trustee to pay such fees, the Trustee may terminate the Beneficiary's sub-account.

Fees are for administrative services of the account, investment management, securities processing and custody, record keeping and other fiduciary services customary and usual to administer the trust.

Expenses are charged to the account as they are incurred. Additional charges will be invoiced for extraordinary services provided including but not limited to tax preparation, attorneys', accountants' and other professional advisors' fees.

NOTE: All fees and charges may be amended from time to time and upon regular review by the Board of Trustees of DayOne Reliance, Inc. with written 90-day notice to trust participants.

SCHEDULE "B"
**DESCRIPTION OF PROPERTY TO BE
DEPOSITED IN THE DAYONE
SELF SETTLED POOLED PAYBACK TRUST**

Description of Property shall be detailed enough to be identified and its ownership verified and the assets allocated. Include all pertinent data for each property and attachment herewith.