

**DayOne Reliance, Inc.**

**THIRD PARTY POOLED SUPPLEMENTAL TRUST  
JOINDER AGREEMENT**

**PURPOSE.** This Trust is formed for the benefit of the Participant/Beneficiary (hereinafter referred to as "Beneficiary") and the transfer is made pursuant to 20 Illinois Compiled Statutes Chapter 1705. Sec. 21.1 et. seq. for the benefit of the Beneficiary, in order to ensure that there will always be a friend, advocate, or protector of the Beneficiary, and his/her legal rights; 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; 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 Care Plan of the Beneficiary.

**ADOPTION OF POOLED TRUST.** On \_\_\_\_\_ (month/day), 20\_\_\_\_ (year), the undersigned hereby enrolls in and adopts the THIRD PARTY POOLED SUPPLEMENTAL 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 Third Party Pooled Supplemental Trust (hereinafter referred to as The "Trustees") the property set forth in Schedule "B" attached hereto for deposit into the Private Fund of the Third Party Supplemental Trust (hereinafter referred to as The "Trust") for the account of \_\_\_\_\_, as Beneficiary and a legal resident of Illinois who is "disabled" as defined in Section 1614 of the Social Security Act codified at 42 U.S.C. 1382 (a)(3), or a person 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 principal and net income from the account of the Beneficiary shall commence on the date to be determined by the Trustees and continue for the life 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 if under a care plan, 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: clothing, health services not provided, radios, record players, television sets, camping, vacation, athletic contests, movies, trips, and other medical, health or safety 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, unless under a program by which the Beneficiary receives services or programs he/she would otherwise not receive. This provision shall not bar the Trust from paying a percentage (up to and including 100%) of the cost of services established under a care plan by the Trust.

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) If funded under a care plan, the Trustees are authorized to expend principal and net income to hire an agent or agency, who shall personally visit the Beneficiary at least quarterly, to inspect living conditions; to inquire of the staff and the Beneficiary as to the treatment of the care provider; to visit with him/her; and to verify that education, work training, social and recreational programs are being provided.

**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 Third Party Pooled Supplemental Trust. Therefore, the following criteria are not intended to limit the Trustees in determining the amount of financial benefit or assistance to be given under the 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 Third Party Pooled Supplemental Trust, the terms and conditions of the Third Party Pooled Supplemental Trust shall control.

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

Therefore, the Trustee shall be exonerated from liability for failing to identify all governmental benefits to which the Beneficiary may be entitled; from investing in non-income producing property; and authorized to accumulate income.

**TERMINATION.** This trust shall terminate upon the death of the Beneficiary. Upon termination caused by death or for any other reason, participation in the Private Fund, shall be as follows:

\_\_\_\_\_ % (not more than 100% of the "value of the account" as defined in the Trust), shall be distributed to \_\_\_\_\_  
(name of alternative beneficiary),

or

If he/she (Beneficiary) is deceased and if no alternative beneficiary is effectively designated by the Grantor/Donor in this instrument or transfer; the balance shall be distributed to the Charitable Fund of the Trust.

The Grantor during his 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" upon any event of termination. Upon the death of the Grantor, the designations made by the Grantor 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: \$750.00 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 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 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 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 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 Beneficiaries.

**SCHEDULE "B"**  
**DESCRIPTION OF PROPERTY TO BE  
DEPOSITED IN THE DAYONE  
THIRD PARTY POOLED SUPPLEMENTAL 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.