

**AMENDED AND RESTATED
AS OF OCTOBER 29, 2008
UTAH SUPPLEMENTAL NEEDS ASSISTANCE POOLED FUND INC.
JOINDER AGREEMENT**

The undersigned Grantor, in consideration of the covenants, promises, and representations contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby enrolls in and adopts the Utah Supplemental Needs Assistance Pooled Fund, Inc. Master Pooled Trust (the "Trust") which is incorporated herein by reference. The effect of joining the Trust through this Joinder Agreement (the "Joinder Agreement") shall be irrevocable upon acceptance of the Joinder Agreement by the Trust and shall be established with resources contributed by the Grantor, as defined in the Trust, which may include third party funds or funds of the Beneficiary.

**Article I
Definitions**

1.01 The term, "Trustee," means the Utah Supplemental Needs Assistance Pooled Fund Inc., or its successor or successors.

1.02 The terms, "Manager," "Beneficiary," "Grantor," "Primary Representative," "Guardian," "Sub-account," "assets," and "person with disabilities" have the same meaning as provided in Article II of the Trust.

**Article II
Distributions From The Trust Sub-account During Life of Beneficiary**

Distributions from the Beneficiary's Sub-account may be made during the life of the Beneficiary in accordance with the provisions below.

2.01 Individualized Care Plan. An individualized care plan (the "Care Plan") shall be established for the Beneficiary, which the Manager or the Trustee shall consider, in its sole and absolute discretion, when reviewing a request for any distribution from the beneficiary's Sub-

account. The Grantor shall provide the information requested in the “Grantor and Beneficiary Information” document attached to this Joinder Agreement as Exhibit A and incorporated herein by reference in connection with the preparation of the Care Plan, and administration of the beneficiaries’ sub-account.

2.02 Benefit Solely for Beneficiary. The Beneficiary’s Sub-account will be administered solely for the benefit of the Beneficiary.

2.03 Distribution Pending Preparation of an Individualized Care Plan. Pending the final preparation of the Care Plan established for the Beneficiary, if applicable, any nonsupport items that are required for maintaining the Beneficiary’s health, safety, and welfare may be provided for the benefit of the Beneficiary when, in the sole and absolute discretion of the Manager or Trustee, such needs are not being met by any public agency, or are not otherwise being provided by any other source of income available to the Beneficiary.

2.04 Discretion of Manager or Trustee, Use of Assets, Desires for Use of Assets. The Grantor recognizes and acknowledges that all distributions are subject to the Manager or Trustee’s sole and absolute discretion, that the Manager or Trustee shall only make distributions solely for the Beneficiary’s supplemental needs and supplemental care, in the Beneficiary’s best interest, and that the manager or Trustee shall possess and exercise the authority to allocate all distributions between principle and income as it determines in its sole and absolute discretion.

2.05 Notice of Application, Acceptance, Denial, Termination of Benefits. In order to enjoy the benefits of the Trust to the fullest extent possible, the Beneficiary, or the Beneficiary’s Primary Representative, shall be required to notify the Trustee whenever the Beneficiary:

- a) applies for government assistance;
- b) has an application for government assistance approved;
- c) has an application for government assistance denied;
- d) has government assistance terminated.

Notice shall be in writing, by certified mail, return receipt requested, in care of the Manager or Trustee, at the address set forth on page 9 of this Agreement, or at such other address as the Manager or Trustee may designate for time to time. Such notice shall be made within 10 (ten) days of the event that triggers the Beneficiary's duty to give notice under this paragraph 2.05. In no event shall the Manager or Trustee be liable for making distributions which result in a reduction of government assistance, a termination of government assistance, or ineligibility for government assistance when the Manager or Trustee did not have actual notice of such government assistance, or other circumstances giving rise to such termination, reduction, and/or ineligibility, at the time such disbursements may have been made or requested, or when the Beneficiary or the Primary Representative waives such liability in a signed writing as a condition to receiving a disqualifying distribution.

Article III Distributions Upon the Beneficiary's Death

Any assets that remain in the Beneficiary's Sub-account (the "Remainder") at the Beneficiary's death shall be treated in accordance with the provisions below.

3.01 Assets in Trust. If any assets remain in the Beneficiary's Sub-account at the beneficiary's death, such assets shall be distributed as provided under Paragraph 12.2 of the Trust.

3.02 Use of Trust Remainder Share Assets. In the Manager's or Trustee's sole and absolute discretion, retained surplus Trust property shall be used:

- (a) For the direct or indirect benefit of other Trust Beneficiaries;
- (b) To add disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), who are indigent, to the Trust as Beneficiaries; or

(c) To provide disabled persons, as defined in 42 U.S.C. § 1382c(a)(3), with equipment medications, or services deemed suitable for such persons by the manager or Trustee.

Gifts or devises to the Trust shall be similarly treated.

Article IV Manager and Trustee Compensation

The Manager and Trustee shall be entitled to a fee as compensation for services as set forth in **Exhibit “D” attached hereto and incorporated herein. Said fee may be amended from time to time** (by the Trustee upon notice to beneficiaries.)

Article V Miscellaneous Provisions

5.01 Amendments. The provisions of this Joinder Agreement may be amended as the Grantor and the Manager or Trustee may jointly agree, provided any such amendment is consistent with the purposes of the Trust and any then-applicable law.

5.02 Taxes. The Grantor acknowledges that: a.) the Trustee has made no representation to the Grantor that contributions to the Trust are deductible as charitable gifts, or otherwise; b.) The Sub-account income, whether paid in cash or distributed in other property may be taxable to the Beneficiary subject to applicable exemptions and deductions; and, c.) Sub-account income may be taxable to the Trust, and when this is the case, such taxes shall be payable directly from the Sub-account that requires such taxes to be paid.

5.03 Additional Information Concerning Grantor and Beneficiary. Additional information concerning the Grantor and the beneficiary hereunder, as may be required by the Manager or Trustee, shall be provided by the Grantor. The Grantor hereby warrants that such information is true and complete to the best of the Grantor’s knowledge as of the time of the Grantor providing such information. The Manager or Trustee, their employees and/or agents

shall be entitled to rely on such information in performing their duties hereunder toward the Grantor and/or the Beneficiary without being required to make further inquiry as to the accuracy, veracity, authenticity, or completeness of such information. The sufficiency of such information shall be determined by the Manager or Trustee in its sole and absolute discretion.

5.04 Governing Law. This Joinder Agreement is created under, and governed exclusively by, the law of the State of Utah, and explicitly adopted and incorporated herein by reference.

5.05 Additional Information Concerning Distributions. Subject to the Trustee's sole and absolute discretion, the Trustee may make distributions for the purpose of satisfying the Beneficiary's tax liabilities, and/or other such expenses relating to the administration of the trust Sub-account. The Manager or Trustee may provide account information to the state Medicaid agency as required to substantiate distributions for trust purposes.

5.06 Dispute Resolution. Any dispute which may arise between the parties hereto, including the Beneficiary, concerning any matter related to or arising from this Joinder Agreement and/or the Trust shall be resolved exclusively by binding arbitration between the parties. Said arbitration shall be conducted pursuant to the arbitration rules of the American Arbitration Association. The arbitration shall be conducted in Salt Lake City, Utah, at a location to be designated by the arbitrator(s).

5.07 Authority of Grantor to Contribute Beneficiary Assets on Behalf of Beneficiary. The Grantor shall furnish to the Manager or Trustee such proof as the Manager or Trustee, in its sole and absolute discretion, may require in order to satisfy itself that the Grantor has the required status under law to contribute Beneficiary assets to the Trust on behalf of the Beneficiary. The sufficiency of such proof shall be determined in the sole and absolute discretion

of the Manager or Trustee. Further, such proof shall be deemed to be conclusive evidence that the Grantor enjoys the requisite status to contribute. The Trustee shall in no event be required to inquire further as to the accuracy, veracity, authenticity, or completeness of any proof submitted by the Grantor. If the Grantor is using the Grantor's assets to fund the Trust Sub-account, no proof of authority is necessary.

5.08 Agreement Understood by Grantor. The Grantor hereby agrees to and acknowledges that the Grantor:

- (a) has reviewed this Joinder Agreement and fully understands its terms;
- (b) has had a full, complete, and fair opportunity to seek the advise of legal counsel concerning this Joinder Agreement, whether or not the Grantor has done so;
- (c) agrees to be bound by the terms of this Joinder Agreement, and said Agreement is binding on the Grantor's heirs, successors, and assigns; and
- (d) is not executing this Joinder Agreement because of any promises, covenants, or representations other than those contained in this Joinder Agreement and the Trust.

5.09 Agreement Constitutes Entire Understanding Between Parties. This Joinder Agreement, together with the attached Exhibits, incorporated herein by reference, constitutes the entire understanding between the parties. No promises, agreements or representations, express or implied, have been made, except those contained in this writing, and all corrections and additions hereto shall be in writing, specifically designated as an addition or amendment to this Joinder Agreement, and signed by the parties.

5.10 Conflict Between Documents. To the extend that any conflicts may arise between this Agreement and the Trust, the terms of the Trust shall control. In the event any addenda to

this Agreement are executed by the parties and a conflict arises between said addenda and the Trust, the addenda shall control.

5.11 Severability. Any provisions of this Joinder Agreement that is adjudged invalid or unenforceable under the laws of any place where the terms of the Agreement are to be performed, or are sought to be enforced, shall be deemed inoperative without invalidating such provisions elsewhere or any of the other provisions of the Agreement.

5.12 Section Headings. Section headings are for purposes of convenience only and shall have no bearing on the interpretation of any provision of this Joinder Agreement or the Master Pooled Trust.

**THIS IS A LEGAL DOCUMENT. YOU ARE ENCOURAGED TO SEEK
INDEPENDENT, PROFESSIONAL ADVICE BEFORE SIGNING.**

IN WITNESS WHEREOF, the undersigned Grantor has signed this Joinder Agreement on this _____ day of _____, 20____, and the Trustee, buy and through its authorized officer or manager, has accepted this Joinder Agreement on this _____ day of _____, 20____.

GRANTOR'S SIGNATURE

Grantor's Signature

Print Name

Address

Phone Number

ACCEPTANCE:

Trustee
Utah Supplemental Needs Assistance Pooled
Fund, Inc.:

Program Manager or Authorized Officer

Print Name

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