

JOINDER AGREEMENT

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

The undersigned hereby enrolls in and adopts the ABLE LIFE FOUNDATION, INC. dated the 29th day of October, 2007, which is incorporated herein by reference.

A. Trust sub-account number: _____

B. Sponsor's name: _____

Address: _____

Sponsor's Social Security Number: _____

Telephone (day): _____ (evening): _____

Sponsor's birth date: _____

Relationship to Beneficiary: _____

C. Beneficiary's name: _____

Address: _____

Beneficiary's Social Security Number: _____

Telephone (day): _____ (evening): _____

Beneficiary's birth date: _____

Place of birth: Hospital: _____

City/State: _____

Mother's name: _____ SSN: _____
(including maiden)

Father's name: _____ SSN: _____

If the Beneficiary has a legal representative (e.g., legal guardian, conservator, representative payee, or agent), what is the name, address, and relationship of such person to the Beneficiary:

Name: _____

Address: _____

Relationship: _____

Does Beneficiary receive Supplemental Security Income? \$ _____

Does Beneficiary receive other Social Security benefits? \$ _____

If the Beneficiary receives Medicaid, what is the Medicaid card number?

Which Medicaid Program: _____

List all other forms of government assistance that the Beneficiary receives:

\$ _____

List all other income that the Beneficiary receives:

\$ _____

\$ _____

\$ _____

NOTE: It is critical to keep the Trustee informed of ALL INCOME received by the Beneficiary in order to protect government benefits. The Grantor and the Trustee are not responsible for distributions made which exceed the applicable income and/or resource limits in the event that this information is not provided to the Grantor and the Trustee in a timely fashion.

If the Beneficiary is covered under any policy of health insurance, what is the insurer's name and address, and what is the policy number?

Insurer: _____

Address: _____

Policy No. _____

If the Beneficiary is covered under any prepaid funeral or burial insurance plan, what is the insurer's name and address, and what is the policy number?

Insurer: _____

Address: _____

Policy No. _____

What is the nature of the Beneficiary's disability? _____

If the Beneficiary's condition has been medically diagnosed, what is the diagnosis?

What is the prognosis at this time? _____

D. Distributions upon the Beneficiary's death:

If, upon the Beneficiary's death, funds remain in his or her separate Trust sub-account, such funds shall be distributed in accordance with Article XII of the Trust Agreement, as amended at the time of the Beneficiary's death.

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

Any 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 nonsupport 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 Trustee, 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.

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

1. General Supplemental Needs:

Any general, specific or other needs not to be paid for by another agency.

2. Specific Supplemental Needs Requesting for the Beneficiary:

See #1.

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 by the Sponsor, the Special Advisor, the caseworker for the Beneficiary, or the guardian of the Beneficiary.

4. Other Needs (on occasion there may be a desire to provide for basic needs in addition to supplemental needs despite the potential loss of benefits)
See #1.

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

G. Miscellaneous:

1. The provisions of this Joinder Agreement, as entered into this _____ day of _____, 20____, may be amended as the Sponsor and ABLE LIFE FOUNDATION, INC. may jointly agree, so long as any such amendment is consistent with the Declaration of Trust and the then applicable law.

2. Taxes:

a. The Sponsor acknowledges that ABLE LIFE FOUNDATION, INC. has made no representation to the Sponsor that contributions to the Trust 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 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 Sponsor intends to enroll more than one Beneficiary under one Trust sub-account, an additional agreement is required between the Sponsor and ABLE LIFE FOUNDATION, INC. regarding such matters as the enrollment fees, annual renewal fees for unfunded enrollments, case management assessment fees, consultation fees, and Trustee administration fees.
 4. The Trust administered by ABLE LIFE FOUNDATION, INC. is a pooled trust, governed by the laws of South Carolina, in conformity with the provisions of 42 U.S.C. § 1396p, amended August 10, 1993, by the Revenue Reconciliation Act of 1993. To the extent there is conflict between the terms of this Trust and the governing law as from time to time amended, the law and regulations shall control.

H. The Sponsor hereby designated _____ as Special Advisor for the purposes of administering this sub-account. In the event that _____ is unable or unwilling to serve or continue to serve, the Sponsor hereby designates _____ as substitute or successor Special Advisor. If at any time, there is no Special Advisor then serving, a substitute or successor shall be appointed by the Sponsor within thirty (30) days and, if the Sponsor is unable or unwilling to appoint a substitute or successor, Grantor shall have the authority to make the appointment.

IN WITNESS WHEREOF, the undersigned Sponsor has reviewed and signed this Joinder Agreement, understands it and agrees to be bound by its terms, and ABLE LIFE FOUNDATION, INC. has accepted and signed this Joinder Agreement this _____ day of _____, 20____.

Sponsor

ABLE LIFE FOUNDATION, INC.
Grantor

By:_____

SCHEDULE A

FEES

The following fees shall be charged by the Grantor:

1. An initial administrative joinder fee of \$100 and an annual fee thereafter of \$50.
2. In addition to the fees set forth above, a monthly fee, currently one-twelfth of one percent (1/12 of 1%) of the balance in the sub-account. This equals one percent annually. The annual fee may be changed from time to time.
3. A case management assessment fee may be charged at the discretion of the Grantor to cover the cost of establishing and an individualized care plan for the Beneficiary.

This fee schedule may be changed from time to time with notice of at least thirty days. A separate fee schedule may be applicable for persons not receiving services from the Disabilities Board of Charleston County.