

**THE ARC OF OHIO, INC.
COMMUNITY FUND MANAGEMENT FOUNDATION
MASTER TRUST**

**Joinder Agreement and Application for
Admission as Grantor**

To be administered in accordance with the terms and conditions of the Community Fund Management Foundation Master Trust Agreement, RC 5163.21(G), and the Collective Investment Fund, Section 9.18, as any may be amended from time to time. In the event there is a conflict between the Master Trust Agreement and Joinder Agreement, the terms of the Master Trust Agreement shall govern. The Master Trust Agreement and/or the Joinder Agreement may be amended and/or restated, and any such amendment or restatement shall be retroactively applicable to all Joinder Agreements. This Joinder Agreement is entered into pursuant to, and is exempt under, RC 5163.21(G) and Ohio Adm. Code 5160:1-3-05.2. The assets deposited and held in this Trust Sub-Account shall not be deemed to be available to the Beneficiary.

- 1. Agreement Number:** _____ (Assigned by Trust Advisor upon approval)
- 2. Trustee:** The Huntington National Bank
- 3. Trust Advisor:** Community Fund Management Foundation, an Ohio Non-Profit Corp.
- 4. Grantor(s)**

Name of First Grantor: _____

Title: Mr. Mrs. Ms. Miss Dr. Other: _____

Address: _____

City, State ZIP: _____

County: _____ Email: _____

Phone Number(s): _____

Date of Birth: _____ SSN: _____

Relationship to Beneficiary: _____

Name of Second Grantor: _____

Title: Mr. Mrs. Ms. Miss Dr. Other: _____

Address: _____

City, State ZIP: _____

County: _____ Email: _____

Phone Number(s): _____

Date of Birth: _____ SSN: _____

Relationship to Beneficiary: _____

CFMF Agreement Number:

5. Beneficiary Information

5.a. Beneficiary's Name: _____

Title: Mr. Mrs. Ms. Miss Dr. Other: _____

Name and Address of Current Nursing Home, Long-Term Care Facility, or Assisted Living Facility if different than home address: _____

Home Address: _____

City, State ZIP: _____

County: _____ Email: _____

Phone Number(s): _____

Date of Birth: _____ SSN: _____

5.b. Beneficiary's Disability: (check **all** that apply)

- Intellectual Disability
- Developmental Disability
- Mental Health
- Other: _____

6. Designated Advocate

6.a. The Designated Advocate (DA) is responsible for providing information about the Beneficiary and the government benefits received by the Beneficiary to the Trust Advisor. The DA is the only party who may submit a distribution request and supporting documentation. The DA shall also serve as the Beneficiary Surrogate as defined in RC 5801.01(D) for purposes of receiving notices as required by RC 5808.13. The Grantor(s) may change the DA, subject to approval of the Trust Advisor and pursuant to the Trust Advisor's policies. A DA may be an individual or an organization.

Primary Designated Advocate (check either Organization DA or Individual DA):

Organization DA Name: _____

The name of the contact at the Organization DA is: _____

If an organization is nominated, a contact person must be identified. The organization will continue as DA even if the contact person is no longer with the organization. The organization's leadership may change the contact person pursuant to the Trust Advisor's policies.

Individual DA Name: _____

Title: Mr. Mrs. Ms. Miss Dr. Other: _____

Address: _____

City, State ZIP: _____

County: _____ Email: _____

Phone Number(s): _____

Relationship to the Beneficiary: _____

CFMF Agreement Number:

6.b. If the DA is unable to serve, the Grantor(s) appoints the following individuals in the order named to serve as Successor DA. *The Trust Advisor strongly recommends naming at least one Successor DA.* If none of the appointees can serve, the last-acting DA may designate a successor pursuant to the Trust Advisor's policies. If no successor is designated, the Trust Advisor may consult with the Grantor(s), the Beneficiary if a competent adult, the guardian of the Beneficiary, if any, the Beneficiary's service provider, and/or any interested family member of the Beneficiary to appoint a Successor DA.

First Successor Designated Advocate (check either Organization DA or Individual DA):

Organization DA Name: _____

The name of the contact at the Organization DA is: _____

Individual DA Name: _____

Title: Mr. Mrs. Ms. Miss Dr. Other: _____

Address: _____

City, State ZIP: _____

County: _____ Email: _____

Phone Number(s): _____

Relationship to the Beneficiary: _____

Second Successor Designated Advocate (check either Organization DA or Individual DA):

Organization DA Name: _____

The name of the contact at the Organization DA is: _____

Individual DA Name: _____

Title: Mr. Mrs. Ms. Miss Dr. Other: _____

Address: _____

City, State ZIP: _____

County: _____ Email: _____

Phone Number(s): _____

Relationship to the Beneficiary: _____

7. Fees

Fees are based on a published fee schedule. It is available on the Trust Advisor's website. The Trustee and Trust Advisor reserve the right to modify the fee schedule.

8. Distributions for the Beneficiary

Income and principal shall be distributed by the Trustee in cash or in kind at the direction of the Trust Advisor for the benefit of the Beneficiary during his or her life or until the termination of the Trust Sub-Account for his or her benefit, whichever occurs sooner.

9. Distributions Upon the Death of the Beneficiary

Upon the death of the Beneficiary, distributions shall be made pursuant to the following elections in the order listed (check all that apply):

- Beneficiary’s funeral and interment expenses
- Attorney fees and expenses for the administration of the Beneficiary’s estate
- To the following remainder distributees (*please complete this Section accurately as incorrect information could result in delays and added expense after the Beneficiary’s passing*):

Percentage	Full Name of Remainder Distributee* (include EIN if a trust or charity)	Relationship to Beneficiary	Current Address
%	The Arc of Ohio, Inc., or its successor	nonprofit	1335 Dublin Rd Ste. 104-D Columbus, OH 43215
%	The Arc of Ohio, Inc. sub-account with Community Fund	nonprofit	17900 Jefferson Park Suite 102 Middleburg Hts., OH 44130
%			
%			
%			
%			
%	Retention by Trust/Community Fund**	Nonprofit Tr Advisor	17900 Jefferson Park Suite 102 Middleburg Hts., OH 44130
100%	TOTAL		

Please attach additional sheets and instructions if needed. If all of the remainder distributees listed above do not survive the beneficiary or are not in existence, the balance in the Sub-Account shall be retained by the Trust.

* If a trust is named as the remainder distributee, please submit the current trust agreement or memorandum of trust with the Joinder Agreement.

** Please consider allowing the Trust to retain funds upon the death of the Beneficiary. Community Fund is a nonprofit that utilizes these funds to approve grants for individuals with disabilities and nonprofits that serve individuals with disabilities. Community Fund may also use the funds to further its charitable and educational purposes and as determined by its Board of Directors.

10. Irrevocability of the Trust: (please choose one option)

- The Sub-Account cannot be revoked.
- The Sub-Account can be revoked by any Grantor. It becomes irrevocable at the death of the last Grantor.
- The Sub-Account can be revoked by the unanimous agreement of all living Grantors. It becomes irrevocable at the death of the last Grantor.

11. Property Transferred to the Trustee

The initial deposit(s) shall be listed on the attached Asset Transfer and Beneficiary Designation Record for the convenience of the Trustee and Trust Advisor.

12. Application by Grantor(s)

The undersigned, who is eighteen years of age or older, hereby applies to establish a Trust Sub-Account in The Arc of Ohio, Inc., Community Fund Management Foundation Master Trust with The Huntington National Bank as Trustee and Community Fund Management Foundation as Trust Advisor. The undersigned understands the terms of the Master Trust Agreement and this Joinder Agreement, adopts said Agreements, and agrees to be bound by the terms thereof.

The undersigned understands that this Trust Sub-Account will be pooled for investment purposes and that investment products, including shares of mutual funds, are not deposits or obligations of, or guaranteed by, the Trustee, Trust Advisor, or any of its affiliates, nor are the accounts insured by FDIC or any other government agency. The undersigned understands that this Trust Sub-Account involves investment risk, including the possible loss of principal. The Trustee’s investment policy shall be available upon request.

The undersigned agrees to provide information necessary to establish this Trust Sub-Account that will allow the Trustee and Trust Advisor to meet their respective requirements under federal and state law, as well as the internal policies of each organization.

The undersigned also understands that the terms of the Trust are intended to comply with all applicable laws and regulations currently in existence, but agency interpretations and laws may change at any time without notice. Neither the Trustee nor the Trust Advisor can guarantee the Beneficiary will receive or continue to receive government benefits.

Date

Signature of First Grantor

Date

Signature of Second Grantor

13. Certification of Grantor(s)

This Section must be signed by each Grantor **or** a Department of the Treasury Internal Revenue Service Form W-9 completed on behalf of each Grantor must be submitted with this Joinder Agreement. Under penalties of perjury, each Grantor(s) certifies that:

1. The Social Security Number(s) identified in Section 5.a. of this Joinder Agreement is the Grantor’s correct taxpayer identification number; and
2. The Grantor is not subject to backup withholding because: (a) the Grantor is exempt from backup withholding, or (b) the Grantor has not been notified by the Internal Revenue Service (IRS) that he/she is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Grantor that he/she is no longer subject to backup withholding; and
3. The Grantor is a U.S. citizen or other U.S. person (defined in Form W-9); and
4. FATCA reporting does not apply to the Grantor (described in Form W-9).

You must cross out item 2 above if a Grantor has been notified by the IRS that the Grantor is currently subject to backup withholding because he/she failed to report all interest and dividends on his/her tax return.

Date

Signature of First Grantor

Date

Signature of Second Grantor

CFMF Agreement Number:

14. Witness or Notary Declaration

This Joinder Agreement and Application for Admission as Grantor must be signed by two disinterested witnesses who are present when the Joinder Agreement is signed, or it must be acknowledged by a Notary Public.

On the date indicated below, _____, Name of First Grantor, and _____, Name of Second Grantor, declared to the undersigned that he/she was applying for admission to establish a Trust Sub-Account in The Arc of Ohio, Inc., Community Fund Management Foundation Master Trust. He/she signed this Joinder Agreement and Application for Admission as Grantor in our presence with all of us being present at the same time. We now, at his/her request, and in his/her presence and in the presence of each other, subscribe our names as witnesses. We are both eighteen years of age or older. We believe the Grantor(s) understands the provisions of the Trust and this Joinder Agreement and is not acting under duress, menace, fraud, misrepresentation, or undue influence.

Date

Signature of Witness #1

Printed Name of Witness #1

Date

Signature of Witness #2

Printed Name of Witness #2

OR

Notary Acknowledgment

State of Ohio
County of _____ ss.

Before me, the undersigned Notary Public, personally appeared _____, Name of First Grantor, and _____, Name of Second Grantor, known to me or satisfactorily proven to be the person(s) whose name is subscribed to the above Joinder Agreement and Application for Admission as Grantor, and who has acknowledged that he/she executed the same for the purposes expressed therein. I attest that the Grantor(s) appears to be of sound mind and not under or subject to duress, fraud, or undue influence.

Date

Notary Public

CFMF Agreement Number:

15. Attorney’s Declaration

15.a. Neither the Trustee nor the Trust Advisor is authorized to practice law and cannot provide any legal advice. This Joinder Agreement and Application for Admission as Grantor must be entered into with the advice of legal counsel. The attorney identified below confirms that he/she is a licensed attorney and represents the Grantor(s) with respect to his/her application to the The Arc of Ohio, Inc. Community Fund Management Foundation Master Trust. The attorney acknowledges that he/she has informed the Grantor(s) that this Trust Sub-Account may only be created for a beneficiary who is a person with a disability as defined in 42 USC 1382c(a)(3). By signing below, the attorney further confirms that he/she has not altered or amended this document in any way.

_____	_____
Date	Attorney’s Signature
_____	_____
Phone	Attorney’s Printed Name
_____	_____
Fax	Law Firm
_____	_____
Email	Address
_____	_____
County	City, State Zip

15.b. Optional Authorization: The Trustee and Trust Advisor will not release information to the above-referenced attorney once the Sub-Account is established unless this Section is signed and dated. If the Grantor(s) of revocable Sub-Accounts (selected in Section 10) or the Designated Advocate of irrevocable Sub-Accounts (also selected in Section 10) sign and date this optional Section 15.b., the Trust Advisor will release information when requested to the attorney identified above. The party or parties who sign this optional Section 15.b. may revoke this Authorization at any time by notifying the Trust Advisor in writing. In the alternative, the appropriate party or parties may sign a separate authorization form provided by the Trust Advisor or may choose not to grant such authority to the attorney.

_____	_____
Date	Signature of First Grantor if revocable OR Signature of Designated Advocate if irrevocable
_____	_____
	Printed Name of First Grantor or Designated Advocate
_____	_____
Date	Signature of Second Grantor if revocable
_____	_____
	Printed Name of Second Grantor if revocable

16. Trust Advisor’s Approval

_____	Community Fund Management Foundation
Date	
	By: _____

CFMF Agreement Number:

17. Trustee's Approval

Date

The Huntington National Bank, Trustee

By: _____

Trust Sub-Account EIN Assigned by the Trustee
(For Trustee Use Only)

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THE ARC OF OHIO, INC.
COMMUNITY FUND MANAGEMENT FOUNDATION
MASTER TRUST SUB-ACCOUNT
Asset Transfer and Beneficiary Designation Record

1. How will this Trust Sub-Account be funded? (please check all that apply)

- Check
- Specific bequest
- At the Grantor’s death (if there is only one Grantor)
- At the Second Grantor’s death (if there is more than one Grantor)
- Life Insurance (include a copy of the policy)
- Other: _____

2. Are the assets funding this Trust Sub-Account owned by or available to the Beneficiary?

- Yes. Caution: A Master Trust can only be funded with third-party assets.
- No

3. List all checks submitted with this Joinder Agreement and Application for Admission as Grantor:

Check Number	Check Amount

4. Is a separate check provided for the Trust Advisor’s Setup Fee?

- Yes
- No. If no, the Trust Advisor Setup Fee will be deducted from the assets for transfer to the Trust Sub-Account identified in Section 3 above.

5. If the assets initially funding this Trust Sub-Account, not including the Setup Fee, have a total value of more than zero but less than \$15,000.00, the following statement must be initialed by the Grantor(s):

_____ I understand that a Master Trust Sub-Account initially funded with more than zero
 Initials of Grantor(s) but less than \$15,000.00 is called a “Roll-In” Master Trust. I understand that while a balance of \$15,000.00 is not required to be maintained, distributions for the Beneficiary will not be made from the Trust Sub-Account until the cumulative value of the “Roll-In” Master Trust contributions reaches \$15,000.00 or more at least once. The Trustee and/or Trust Advisor may deduct their respective fees as determined by each organization’s policies even if the balance has not reached \$15,000.00. The Trustee and Trust Advisor will not charge their fees if the Master Trust Sub-Account has paid its initial setup fee, but the balance is zero because no other deposits have yet been made.