

**FRIENDS OF CLS
JOINDER AGREEMENT**

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

This Joinder Agreement is executed the ____ day of _____, 2009.

The undersigned hereby enrolls in and adopts the Declaration of Trust of the Friends of CLS, Inc. dated February 10, 1999, as subsequently amended by Orders of the Wayne County Probate Court dated the 22nd day of March, 2000, which is incorporated herein by reference.

A. Trust sub-account number: _____

B. Grantor's name: _____

C. Grantor's Social Security No.: _____

D. Address: _____

E. Telephone: _____

F. Grantor's birthdate: _____

G. Relationship to Beneficiary: _____

H. Beneficiary' s name: _____

I. Beneficiary' s Social Security No.: _____

J. Address: _____

K. Telephone: _____

L. Beneficiary's birthdate: _____

- M. 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: _____

- N. Does Beneficiary receive Supplemental Security Income? ____ If so, how much per month? \$_____

- O. Does Beneficiary receive Social Security? _____
If so, how much per month? \$_____

- P. If the Beneficiary receives Medicaid, what is the Medicaid card number? _____

- Q. List all other forms of government assistance that the Beneficiary receives: _____

- R. 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?

Name: _____

Address: _____

Relationship: _____

- S. Is the Beneficiary covered under any prepaid funeral or burial insurance plan? _____

If so, what is the insurer's name and address, and what is the policy number?

Name: _____

Address: _____

Relationship: _____

- T. What is the nature of the Beneficiary's disability? _____

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

- V. What is the prognosis at this time?

- W. Distributions upon the Beneficiary's death: If, upon the Beneficiary's death, any amounts remaining in the Beneficiary's Trust sub-account shall be deemed to be surplus Trust property and shall be retained by the Trust and, in the Trustee's sole discretion, used (a) for the benefit of other Beneficiaries, (b) to aide persons who are indigent and disabled, as defined in 42 U.S.C. sec. 1382c(a)(3), or (c) to provide persons who are indigent and disabled, as defined in 42 U.S.C. sec. 1382c(a) (3), with housing or supplemental support services deemed suitable for such persons by the Trustee. To the extent that any amounts remaining in the Beneficiary's account upon the death of the Beneficiary are not so retained by the Trust, as required under 42 U.S.C. §1396p(d)(4)(C), or any regulations promulgated thereunder, or the corresponding provisions of any subsequent Federal law, the Trustee shall pay from such remaining amounts in the account to any state an amount equal to the total amount of medical assistance paid on behalf of the Beneficiary under the State's plan under 42 U.S.C. §1396(a) *et seq.* Gifts or devises to the Trust shall be similarly treated unless the purpose for which the gift is made is specified by the donor.

The Beneficiary specifically directs the Trustee to give priority in expending funds retained in Trust on behalf of any members of the Beneficiary's family who are indigent and disabled as defined in 42 U.S.C. §1382c(a)(3). Further, if there are no family members of the Beneficiary who qualify as disabled then the Trustee shall use the funds retained on behalf of a person with a disability who is indigent, who receives services through:

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

Y. If a separate supplemental needs plan is established for the Beneficiary, it shall be incorporated by reference in this Joinder Agreement.

Z. The Trust sub-account will be administered for the benefit of the Beneficiary.

AA. Pending the final preparation of an individualized supplemental needs plan established for the Beneficiary, any non-support 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 that Beneficiary.

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

1. General Supplemental Needs: _____

2. Specific Supplemental Needs Requested for the Beneficiary:

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

CC. Trustee fees will be charged in accordance with reasonable costs incurred by Trustee.

DD. Miscellaneous:

1. The provisions of this Joinder Agreement, as entered into on this _____ day of _____, 2009, may be amended as the Grantor and _____ 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 Grantor acknowledges that the Friends of CLS, Inc. has made no representation to the Grantor 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 Grantor intends to enroll more than one Beneficiary under one Trust sub-account, an additional agreement is required between the Grantor and the Trustee.
4. The Trust administered by the Friends of CLS, Inc. is a pooled accounts trust, governed by the laws of the State of Michigan, 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.
5. Disclosure and Waiver of Potential Conflicts of Interest:
 - a. Individuals executing the Joinder Agreement are aware of the following potential conflicts of interest that are connected with Trustee's administration of the Trust:

1. The Trustee may appoint persons to assist in the carrying out of its Trustee duties who are associated with CLS, Inc., such as staff, board members, volunteers, etc. Additionally, CLS, Inc. may provide services and supports to individual sub-account Beneficiaries.
2. The Trustee may appoint Patricia E. Kefalas Dudek by and through Patricia E. Kefalas Dudek & Associates to act as its agent to assist in the carrying out of its Trustee duties. Additionally, Patricia E. Kefalas Dudek and other attorneys by and through Patricia E. Kefalas Dudek & Associates may act as legal counsel for Trustees and may act in the same capacity for sub-account Grantors and/or Beneficiaries.
3. The Trustee is the remainder beneficiary of the sub-accounts created hereunder.
 - b. Any grantor executing a Joinder Agreement to this Trust hereby waives any and all claims against the Trustee on account of self-dealing, the above-listed conflicts of interest, or other conflicts of interest. The Trustee shall not be liable to any party for any self-dealing or conflicts of interest herein disclosed.

IN WITNESS WHEREOF, the undersigned Grantor has reviewed and signed this Joinder Agreement, understands it, and agrees to be bound by its terms, and has accepted and signed this Joinder Agreement this ____ day of _____, 2009.

Grantor:

Witnessed:

STATE OF MICHIGAN)
COUNTY OF)

On the ____ day of _____, 2009, _____
appeared before me, signed, acknowledged, and delivered the above
Agreement.

Notary Public, _____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: