APPLICATION AND JOINDER AGREEMENT FOR THE

HO`OLA LAHAINA FOUNDATION POOLED TRUST

The HO`OLA LAHAINA FOUNDATION POOLED TRUST (the "Trust"), was established by THE HO`OLA LAHAINA FOUNDATION, a Hawaii non-profit organization.

The undersigned is hereby establishing an Individual Account in the Trust and is referred to herein as the "Establisher". The Individual Account will be for the benefit of the person the Establisher designate as the "Beneficiary" in this instrument.

The Trustee of this Trust is THE HO'OLA LAHAINA FOUNDATION. The Trustee will administer the Individual Account for the benefit of the Beneficiary, in accordance with the terms of the Trust, which are incorporated herein by reference.

The Establisher, subject to approval by the Trustee, agrees as follows

THIS IS A BINDING LEGAL DOCUMENT. THE UNDERSIGNED HAS RECEIVED, WAIVED OR DECLINED INDEPENDENT ADVICE PRIOR TO SIGNING THIS DOCUMENT

I. The Beneficiary of the Individual Account shall be

Name: _____

Address: _____

Phone Number: _____

Email address: _____

Date of Birth: _____

Social Security Number: _____

II. The Establisher is:

Name: _____

Address: _____

Phone Number: _____

Email address: _____

Relationship to Beneficiary: _____

Name of Independent Counsel approving Trust: _____

Title of Court Order (State "NONE" if account is not established by court order):

_____

II.A. Sub-Trust Arrangement (Select ONE)

____Third-Party Special Needs Trust

____Medicaid Set-Aside Trust

____Medicare Set-Aside Trust

____Living Trust

____Preservation Trust

III. Funding Information

Estimated Total Value of Individual Account: ~$_____

IV. Accounting

Court approval of accounting is not required. The Beneficiary will receive an annual accounting from the Trust, on at least a calendar year basis, NOT when an Individual Account is created. Accountings will not necessarily be filed with a court.

Accountings will be provided to the Beneficiary OR the Beneficiary's Guardian (if any).

The Trustee is also authorized to provide accountings to the following:

_____

_____.

V. Administrative Fees

I acknowledge that there are administrative fees associated with this Trust. There is a fiduciary fee payable to the Trustee. The fiduciary fee is three-quarters of a percent (0.75%) of the value of the Individual Account per year, plus costs and tax. I accept these fees and agree that these fees may be taken from the Individual Account. There will also be an investment advisory fee of three-quarters of a percent (0.75%). Such fees may be amended from time to time; provided that advance written notice of any amendment to the fee schedule is provided to the beneficiaries who are vested at the time of notice.

I understand that the Trustee may also hire other professionals, such as attorneys, accountants and/or investment advisors. These are common expenses incurred in the administration of any trust, and I acknowledge that the Trustee may incur these expenses and that they will be billed separate and apart from the fiduciary fee.

VI. Contingent Retention Policy

In the event that there is no qualified beneficiary of the Individual Account, I acknowledge that the Trust will retain amounts remaining in the Individual Account at the Beneficiary's death. This is unlikely to occur and is intended to avoid the funds escheating to the State. **Retained amounts will be allocated to all beneficiaries proportionately**.

VII. Remainder Beneficiary

Upon termination of the Individual Account, amounts remaining in the Individual Account shall be distributed pursuant to the Beneficiary's Last Will,

regardless of whether said Will is admitted to probate. If the Beneficiary does not have a Will, the funds will be distributed to the Beneficiary's Heirs-At-Law as of the Beneficiary's date of death, in accordance with Hawaii Law relating to intestate succession.

If the Beneficiary establishes a Last Will and Testament, a copy must be provided to the Trustee.

VIII. **Discretionary Trust**

It is understood, acknowledged, and accepted that the Trust and all individual accounts are intended as discretionary trusts. The Trustee will administer the Trust and all Individual Accounts in the Trustee's absolute discretion.

This is not an investment opportunity. Joining the Trust is for the primary purpose of trust administration. While the funds in the trust may be invested, the investments are an operation of trust administration and management and are not intended otherwise.

IX. **Agency**

It is understood that the Trustee may, from time to time, hire agents, attorneys, professionals, advisors and/or others to assist with the management and administration of the Trust and/or Individual Accounts. This is within the absolute discretion of the Trustee. Fees for services provided by such agents shall be at the expense of the Trust and/or Individual Account, as applicable. For example, services performed for the benefit of the entire Trust will be prorated among the pooled beneficiaries, but services performed for a specific Beneficiary shall be attributed solely to that Beneficiary's Individual Account.

X. **Taxes**

It is understood, acknowledged, and accepted that there have been NO representations made to any party regarding the deductibility of any contributions to the Trust as charitable gifts or otherwise.

It is understood, acknowledged, and accepted that the income of any Individual Account, whether paid in cash, in kind or a distribution of other

description may be taxable to the Beneficiary, subject to applicable exemptions and deductions. Independent professional tax advice is recommended.

It is understood, acknowledged, and accepted that the income of an Individual Account may be taxable. When taxes on such income are due, the Individual Account may pay the taxes and may obtain the services of a tax professional to assist with all related tax matters.

XI. **Certification**

The undersigned certifies that the information contained in this Application and Joinder is true and correct to the best of the knowledge of the undersigned. The Undersigned understands, approve sand accepts all of the terms and provisions of the master Trust. The Undersigned has had the opportunity to consult with counsel and has done so or voluntarily forgone such consultation. The Undersigned freely, voluntarily, and intentionally submits this Application and request to join the Trust.

In Witness Whereof, the Undersigned has signed this agreement and understand the same and agrees to be bound by the terms thereof

Dated: _____, 20__.

_____
Print Name:_____
Establisher