

**EXHIBIT A TO FLINT WATER CASES
SETTLEMENT PRESERVATION MINORS POOLED TRUST AGREEMENT**

JOINDER AGREEMENT

Note: Please read the Joinder Agreement carefully before you sign it. You may consult an attorney of your choice prior to signing this document.

This Joinder Agreement is made between _____ (the “Account Grantor”) and The Huntington National Bank, N.A., as Trustee of the Flint Water Cases Settlement Preservation Minors Pooled Trust (the “Trustee”). The Flint Water Cases Settlement Preservation Minors Pooled Trust Agreement dated _____, 2022 (the “Trust Agreement”) is incorporated as if fully set forth herein, and the Trust Agreement and this Joinder Agreement, including Schedule A (Investment Policy Statement) constitute a single integrated instrument. The capitalized terms in this Joinder Agreement have the same meanings as those same capitalized terms have in the Trust Agreement. Conforming amendments to this Joinder Agreement automatically shall be made upon approval by the Courts of any amendments to the Trust Agreement. Conforming amendments to the Investment Policy Statement shall be made automatically upon adoption by the Trustee but subject to review by the Courts.

Account Grantor and Trustee understand and agree that Trustee will pool all Monetary Awards the Courts and Claims Administrator allocate to the Flint Water Cases Settlement Preservation Minors Pooled Trust for efficiencies in administration and investment management.

By this Joinder Agreement, Account Grantor establishes a separate Trust share (a “Sub-Account”) for the sole current benefit of the Beneficiary in the amount of the Beneficiary’s Monetary Award, and Trustee agrees to receive and administer the Sub-Account for the sole current benefit of the Beneficiary as provided by the Trust Agreement.

INFORMATION CONCERNING ACCOUNT GRANTOR AND BENEFICIARY:

Name of Account Grantor: _____
(The Account Grantor is the person who has the legal authority to sign the Joinder Agreement on behalf of a Beneficiary, whether a Minor or Legally Incapacitated Individual.)

Account Grantor’s legal authority to sign on behalf of Beneficiary: _____
(If Account Grantor is a court-appointed Guardian, Conservator or Next Friend, please provide a copy of the court instrument evidencing the authority, whether Letters of Guardianship, Letters of Conservatorship or other Court Order.)

Name of Beneficiary: _____

Birthdate (m/d/yyyy): _____

Social Security No.: _____

Medicaid Card No.: _____

Source of funds: Identified in Flint Water Cases Amended Settlement Agreement dated November 16, 2020 (“ASA”)

Initial Sub-Account Funding Amount: \$ _____

Duration of Sub-Account

Trustee may distribute Beneficiary’s Sub-Account outright to a Beneficiary who has attained age 18 unless the duration of the Sub-Account is extended upon creation of this Sub-Account or by subsequent order of the Courts. Account Grantor may elect one—and only one—of the options below by circling the option number. If Account Grantor selects number 2, Account Grantor must insert in the placeholder any age over 18 and not beyond 25.

Account Grantor’s election of an option does not preclude Account Grantor, an adult Beneficiary, or Trustee from petitioning the Courts to shorten, extend or otherwise modify an election Account Grantor makes below. Account Grantor’s election of an option further does not preclude the Courts, on the Courts’ own initiative, from shortening, extending or otherwise modifying Account Grantor’s election.

Circle #1 or # 2 below but not both

- 1. Account Grantor understands and agrees Trustee may distribute Beneficiary’s Sub-Account outright to a Beneficiary who has attained age 18.

If #2 is elected, Account Grantor must insert in the placeholder any age over 18 but not older than 25. For example, Account Grantor may elect to extend the duration of a Beneficiary’s Sub-Account until the Beneficiary attains age 21, 23, 25 or any other age not beyond age 25.

- 2. Account Grantor elects to extend the permitted duration of the Sub-Account until Beneficiary attains _____.

The undersigned Account Grantor and the Trustee sign this Joinder Agreement on _____ 2022.

ACCOUNT GRANTOR’S SIGNATURE:

ACCEPTED BY THE HUNTINGTON NATIONAL BANK, N.A., as Trustee:

Printed Name _____

By: _____
Printed Name _____
Its: _____
Date _____

AGREEMENT TO ESTABLISH SUB-ACCOUNT FOR BENEFICIARY

Account Grantor, by signing this Joinder Agreement, intends to establish a Sub-Account for the Beneficiary and confirms by Account Grantor’s signature below that:

- 1. Account Grantor was provided a true and correct copy of the Trust Agreement and Joinder Agreement.
- 2. Prior to signing this Joinder Agreement, Account Grantor reviewed the Trust Agreement and Joinder Agreement with Account Grantor’s or Beneficiary’s attorney or was advised of the opportunity to have the Trust Agreement and this Joinder Agreement reviewed by Account Grantor’s or Beneficiary’s attorney.
- 3. Account Grantor has read, understands and agrees to be bound by the terms of the Trust Agreement attached to this Joinder Agreement and integrated into this Joinder Agreement.
- 4. Account Grantor has reviewed, understands and agrees to the investment objectives described by the

Investment Policy Statement (IPS) identified in Schedule A to this Joinder Agreement. Account Grantor understands Trustee may revise the IPS from time to time. Trustee, in Trustee's discretion, may request approval by the Courts of any revisions, and the Courts may direct Trustee to present Trustee's IPS revisions for review and approval by the Courts. Trustee shall provide copies of revisions to the IPS within 28 days of adoption to the Courts and to Account Grantor. IPS revisions shall be incorporated automatically into this Joinder Agreement.

5. Account Grantor understands the Trust is a pooled trust governed by the laws of the State of Michigan, and the Sub-Account is being established for the sole current benefit of the Beneficiary.
6. Trustee, its agents and employees and their heirs and legal and personal representatives are not liable to the Account Grantor or Beneficiary for its acts as Trustee except for Trustee's willful misconduct, abuse of discretion, actions in bad faith or in reckless disregard for the purposes of the Trust all as finally determined by a court of competent jurisdiction.
7. The investment, expenditure, and distribution of funds from the Beneficiary's Sub-Account on behalf of the Beneficiary are within Trustee's sole discretion.
8. The income of a Beneficiary's Sub-Account is taxable to the Beneficiary, and, upon request by the Beneficiary and in Trustee's sole discretion, Beneficiary's income tax liabilities arising due to Sub-Account income may be paid from the Beneficiary's Sub-Account.
9. The Courts may amend the Trust Agreement from time to time. Account Grantor acknowledges and agrees that amendments directed by the Courts after the execution of this Joinder Agreement automatically will be incorporated into this Joinder Agreement and the administration of the Sub-Account established by this Joinder Agreement.

OFFICE USE ONLY. DO NOT WRITE BELOW THIS LINE.

<p><i>Account Name:</i> _____</p> <p><i>Account Number:</i> _____</p> <p><i>TIN Assigned:</i> _____</p>

4849-1242-9562 v7 [97624-1]