

**TRUST JOINDER AGREEMENT  
FOR PARTICIPATING EMPLOYERS UNDER  
DUKES COUNTY POOLED OTHER POST-EMPLOYMENT BENEFITS (OPEB)  
TRUST FUND**

**THIS TRUST JOINDER AGREEMENT** is made by and between the \_\_\_\_\_ of \_\_\_\_\_ (herein referred to as the “Employer”) and the Board of Trustees (herein collectively referred to as the “Board”) of the Dukes County Pooled Other Post-Employment Benefits OPEB Trust Fund (herein referred to as the “Trust Fund”).

**WITNESSETH:**

**WHEREAS**, the Employer provides post-employment benefits other than pensions (herein referred to as “Other Post-Employment Benefits”), for Employees and Beneficiaries; and

**WHEREAS**, the governing body of the Employer desires to establish a Trust for the purpose of accumulating and investing assets to fund Other Post-Employment Benefits as it may appropriate; and

**WHEREAS**, the governing body of the Employer has adopted an ordinance and/or resolution (a certified copy of which is attached hereto as Exhibit A) to authorize participation in the Dukes County Pooled Other Post-Employment Benefits OPEB Trust Fund and has directed the Employer to enter into this Trust Joinder Agreement; and

**WHEREAS**, the Trust, in accordance with the terms of the Declaration of Trust of the Dukes County Pooled Other Post-Employment Benefits OPEB Trust Fund (the “Agreement”), provides administrative, custodial and investment services to the Employers in the Trust Fund; and

**WHEREAS**, the Employer desires to submit this Trust Joinder Agreement to the Board to enable the Employer to become a participating Employer in the Trust Fund and a party to the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Pursuant to the Board’s acceptance of this Trust Joinder Agreement, the Employer, as provided in the Agreement, is authorized to enter into this Trust Joinder

Agreement, and to name Designated Representatives, as that term is used in the Agreement, to represent and vote the beneficial interest of the Employer, in the Trust Fund in accordance with the Agreement.

2. Capitalized terms not otherwise defined in this Trust Joinder Agreement have the meaning given to them under the Agreement.

3. The Employer shall cause appropriations designated by the Employer for deposit in the Trust to be deposited into a depository designated by the Trustees.

4. The Employer shall timely remit, or timely approve the remittance of, administrative fees as may be due and payable by the Employer under the Agreement into a depository designated by the Trustees.

5. The Employer shall have no right, title or interest in or to any specific assets of the Trust, but as administrator of the Employer's Plan shall have an undivided interest in the general assets of the Trust as set forth in the Agreement; and as such, shall be entitled to a specific accounting of assets allocable to the Employer's Plan.

6. The Employer shall provide to the Board all relevant information reasonably requested by the Board for the administration of the Employer's investment, and shall promptly update all such information. The Employer shall certify said information to be correct to the best of its knowledge, and the Board shall have the right to rely on the accuracy of said information in performing its duties under the Agreement.

7. The Trust provides administrative and other services to the Employer in accordance with the Agreement.

8. The Board, in accordance with the Agreement and the policies and procedures established by the Board, shall periodically report Trust activities to the Employer on a timely basis.

9. The Employer agrees to abide by and be bound by the terms, duties, rights and obligations as set forth in the Agreement, as may be amended by the Board, which is attached hereto and is made a part of this Trust Joinder Agreement.

10. The term of this Trust Joinder Agreement shall be indefinite and any rights of termination shall be governed by the provisions of the Agreement.

**IN WITNESS WHEREOF**, the Employer has caused this Trust Joinder Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**EMPLOYER:**\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title\_\_\_\_\_

**ACCEPTED BY:**

**Dukes County Pooled Other Post-Employment  
Benefits OPEB Trust Fund**

By: \_\_\_\_\_  
As Trustee and not individually

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