RESOLUTION NO. R-18-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GEORGETOWN INDIANA ADOPTING THE SECOND AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST OF THE AIM MEDICAL TRUST

WHEREAS, the Town of Georgetown ("Participating Employer") participates in the cooperative health benefit arrangement initially developed by the Indiana Association of Cities and Towns which was previously known as the IACT Medical Trust; and

WHEREAS, the IACT Medical Trust commenced operations on January 1, 2010; and

WHEREAS, the Participating Employer joined the IACT Medical Trust on or about February 1, 2011; and

WHEREAS, the IACT Medical Trust was subsequently renamed the Aim Medical Trust; and

WHEREAS, the Trustees of the Aim Medical Trust have authority to amend the Agreement and Declaration of Trust of the Aim Medical Trust; and

WHEREAS, the Trustees concluded that certain amendments to the Amended Agreement and Declaration of Trust of the Aim Medical Trust were appropriate; and

WHEREAS, the Trustees adopted the Second Amended Agreement and Declaration of Trust of the Aim Medical Trust, a true and accurate copy of which is attached hereto as Exhibit A; and

WHEREAS, Section 11.7 of the Second Amended and Restated Agreement and Declaration of Trust requires that a governing body of the Participating Employer adopt a resolution memorializing the Participating Employer's adoption of the Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust; and

WHEREAS, the Town Council desires to adopt the Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GEORGETOWN, INDIANA, that:

Section 1. The Second Amended and Restated Agreement and Declaration of Trust, a copy of which is attached hereto as Exhibit A, is hereby adopted by the Town Council of the Town of Georgetown.

Section 2. This Resolution shall be effective immediately upon passage and receipt of any necessary approvals or any necessary publication if required by law.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GEORGETOWN THIS 16 DAY OF April, 2018.

Voting Aye:	Voting Nay:
Everett Pullen, President	Everett Pullen, President
Chris Loop, Vice President	Chris Loop, Vice President
Joshua Williams, Member	Joshua Williams, Member
Kathy Haller, Member	Kathy Haller, Member
Gary Smith, Member	Gary Smith, Member

EXHIBIT A:

SECOND AMENDED AND RESTATED AGREEMENT AND DECLARATION OF THE TRUST OF THE AIM MEDICAL TRUST

SECOND AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST OF THE AIM MEDICAL TRUST

THIS SECOND AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST is effective on the 1st day of January, 2018.

W I T N E S S E T H:

WHEREAS, the Indiana Association of Cities and Towns desired to assist its membership in managing the increasing costs of medical insurance;

WHEREAS, Indiana law permits two or more local public employers to establish a common and unified plan of group insurance for employees, including retired local employees (Indiana Code § 5-10-8-5);

WHEREAS, the Indiana Association of Cities and Towns formed a bipartisan oversight committee to investigate the creation of a cooperative health benefit arrangement for its members;

WHEREAS, the following individuals provided dutiful service on the committee: Larry Breese, Clerk Treasurer of the City of Greenfield; Diana Cordray, Clerk-Treasurer of the City of Carmel; John Dennis, Mayor of the City of West Lafayette; John Ditslear, Mayor of the City of Noblesville; Ted Ellis, Mayor of the City of Bluffton; Shawna Girgis, Mayor of the City of Bedford; Matt Greller, Executive Director of the Indiana Association of Cities and Towns; Cecilie Hendrix, Human Resources Director of the Town of Fishers; Allan Kauffman, Mayor of the City of Goshen; Sharon McShurley, Mayor of the City of Muncie; Jeff Rea, Mayor of the City of Mishawaka; Tony Roswarski, Mayor of the City of Lafayette; Bill Schmitt, Mayor of the City of Jasper; and Ernie Wiggins, Mayor of the City of Warsaw;

WHEREAS, the committee developed a cooperative health benefit arrangement for the good of all qualified members of the Indiana Association of Cities and Towns to be known as the IACT Medical Trust;

WHEREAS, the IACT Medical Trust commenced operations on January 1, 2010 with five original members: the City of Angola, the Town of Highland, the City of Lafayette, the City of Mishawaka and the Indiana Association of Cities and Towns;

WHEREAS, several municipalities subsequently joined the IACT Medical Trust;

WHEREAS, the IACT Medical Trust was subsequently renamed the Aim Medical Trust;

WHEREAS, the Trustees, pursuant to Section 11.1, have the authority to amend the Amended Agreement and Declaration of Trust of the Aim Medical Trust;

WHEREAS, the Trustees have concluded that certain amendments to the Amended Agreement and Declaration of Trust of the Aim Medical Trust are appropriate;

NOW THEREFORE, the Trustees amend and restate the Amended Agreement and Declaration of Trust of the Aim Medical Trust as follows:

ARTICLE I
DEFINITIONS

The following definitions shall govern the following terms for the purpose of this Trust Agreement, unless the covenants state otherwise:

1.1 "Annual Meeting" means a meeting open to all Trustees that shall occur each year on or before December 1.

1.2 "Eligible Employee" means:

(a) An elected or appointed official of a Participating Employer; or

(b) An employee of a Participating Employer who satisfies the eligibility requirements established by the Participating Employer.

1.3 "Fiscal Year" shall begin on the first day of January and end at the close of December.

1.4 "Founding Participating Employers" shall mean the City of Angola, the Town of Highland and the City of Lafayette.

1.5 "Large Participating Employer" shall mean any Participating Employer that employs at least three hundred (300) individuals.

1.6 "Majority Vote" shall mean an affirmative vote of a majority of the Trustees with voting privileges in attendance at the Annual Meeting or other scheduled meeting of the Trust.

1.7 "Municipality" shall mean a city or town.

1.8 "Participating Employer" includes Accelerate Indiana Municipalities, the Municipalities listed on Appendix A and any Municipality that subsequently adopts this Trust Agreement. Appendix A shall be updated from time to time by the Director of Trust Operations to reflect the current list of Participating Employers. A Municipality that fails to remain a member in good standing of the Accelerate Indiana Municipalities may be expelled pursuant to Section 8.5.

1.9 "Retired Employee" means:

(a) A former employee who qualifies for a benefit under Indiana Code § 5-10-8-2.6(e), § 5-10-8-2.2(g) or any similar or successor statutes; or

(b) A former employee who meets the group insurance participation requirements for retired employees established by the Participating Employer's personnel policy.

1.9 "Trust" shall mean the Aim Medical Trust.

1.10 "Trust Agreement" means this Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust, as it may be amended from time to time.

1.11 "Trustee" shall mean an appointed or elected individual as set forth in Article IV.

1.12 A "Quorum" is one more than half of the Trustees.

ARTICLE II
CONTINUATION OF TRUST

2.1 Continuation of Trust. The settlors, otherwise known as the Participating Employers, reaffirm and continue the Trust. The Participating Employers may transfer to the Trust such other property, whether real or personal, tangible or intangible, as may be permitted by law. The Trustees agree to hold such property, and accretions and additions thereto from whatever source, subject to the terms and provisions of this Trust Agreement.

2.2 Trust Name. The name of the Trust is the Aim Medical Trust.

2.3 Purpose. This Trust is established for the purpose of providing medical, dental, vision, life, disability and other benefit coverages and related administrative services for the benefit of persons who may from time to time be beneficiaries hereunder.

2.4 Trust Assets. The Trustees shall hold and disburse all monies received from any Participating Employer under this Trust Agreement, and any other monies and property which may come into their hands hereunder, according to the powers and duties and for the purposes set out in this Trust Agreement.

2.5 Permissible Forms of Coverage. This Trust is authorized to provide medical, dental, vision, life, disability and other benefit coverages for Eligible Employees, Retired Employees and their respective dependents. Any life or disability coverages offered through the Trust shall be fully insured policies.

2.6 Regulation by the Indiana Department of Insurance. The Trust is subject to regulation by the Indiana Department of Insurance pursuant to Ind. Code § 27-1-34-1 *et seq.* The Trust is not an insurance company.

ARTICLE III
PREMIUM CONTRIBUTIONS AND COVERAGE OBLIGATIONS

3.1 Premium Contributions. Each Participating Employer shall pay its required premium contribution to the Trust on or before the tenth (10th) day of each month. A Participating Employer that fails to pay its required premium contribution on or before the tenth (10th) day of each month may be required to pay interest at the rate of three percent (3%) in excess of the prime rate at JPMorgan Chase Bank, N.A. or its successor, per annum, on all amounts due and unpaid. The Trustees shall also charge such Participating Employer any costs of collection of such due and unpaid amounts, including, but not limited to, reasonable attorney fees, court costs and other costs of collection.

3.2 Coverage Obligation. Each Participating Employer is required to provide medical coverage to its Employees exclusively through this Trust unless other medical coverage is approved by Majority Vote. The requirement set forth in this Section 3.2 is intended to minimize the risks of adverse selection.

ARTICLE IV
DURATION AND TERMINATION OF TRUST

4.1 Term: The Trust shall continue until terminated by Majority Vote. In the event that a Majority Vote resolves to terminate the Trust, the Trust will continue past the date of the Trustees action to terminate this Trust and will terminate not less than sixty (60) days from the date of the Trustees' termination action. Notwithstanding any provision to the contrary, if the

Trust shall violate any rule against perpetuities, accumulation or other similar law, the Trustees are hereby directed to terminate such Trust on the date limited by such rule or law.

4.2 Termination. In the event of termination of the Trust, the Trustees shall apply all funds to pay any and all obligations of the Trust. Any remaining funds shall be distributed to eligible Participating Employers in a manner as set forth below.

(a) A Participating Employer shall be entitled to its proportionate share of any remaining Trust funds upon termination of the Trust provided that: (i) the Participating Employer commenced participation in the Trust prior to November 29, 2017; (ii) the Participating Employer has completed five (5) years of participation in the Trust; or (iii) the Participating Employer makes a material financial contribution to the Trust specifically designated as a reserve contribution and enters into a separate agreement with the Trust pertaining to Trust funds that is approved by an affirmative vote of three-quarters (3/4) of the Trustees.

(b) A Participating Employer's proportionate share of any remaining Trust funds shall be based upon the Participating Employer's relative percentage of premiums paid to the Trust during the six (6) month period prior to the termination of the Trust. Any premiums paid by Participating Employers that are not eligible to receive Trust funds under subsection (a) shall be excluded from the calculation.

(c) Any Participating Employer that does not satisfy the requirements set forth in subsection (a) above shall not be entitled to any portion of the Trust funds upon termination of the Trust.

(d) All Participating Employers, regardless of the date that the Participating Employer entered into the Trust, shall be responsible if the Trust is unable to fulfill its financial

obligations upon termination. In the case of any deficit, each Participating Employer shall be assessed in proportion to its percentage of total premium payable during the previous six (6) month period. For illustrative purposes only, assume that a Participating Employer contributed twenty percent (20%) of the total premium paid to the Trust during the prior six (6) month period. In the event of a deficit, the Participating Employer would be responsible for twenty percent (20%) of the total supplementary payment. Alternatively, the Trustees may require that any supplementary payments be made by each Participating Employer according to any other equitable formula.

ARTICLE V
TRUSTEES

5.1 Composition of Board of Trustees. The Board of Trustees shall consist of a minimum of twelve (12) and a maximum of eighteen (18) Trustees. The Trustees shall have sole discretion to determine the aggregate size of the Board of Trustees within the range set forth in this Section 5.1. The Trustees shall also determine the number of Trustees appointed or elected pursuant to subsection 5.1(a) and appointed or serving in an *ex officio* capacity pursuant to subsection 5.1(b). The number of Trustees appointed or elected pursuant to subsection 5.1(a) shall be equal to the number of Trustees set forth under subsection 5.1(b).

(a) A minimum of six (6) and a maximum of nine (9) Trustees shall be appointed or elected as follows:

i. Each of the Founding Participating Employers shall be entitled to appoint one (1) Trustee. Each Trustee appointed pursuant to this subsection 5.1(a)(i) must be an official or employee of the Founding Participating Employer and shall serve an indefinite term. In the event that a Trustee appointed pursuant to this

subsection 5.1(a)(i) resigns or ceases to be an official or employee of the Founding Participating Employer, a successor Trustee shall be appointed by the Founding Participating Employer.

ii. A maximum of four (4) Trustee positions shall be reserved for Large Participating Employers under subsection 5.1(a). The Trustees shall determine how many Trustee positions shall be filled pursuant to this Section 5.1(a)(ii). The Trustees shall provide notification to a Large Participating Employer that is entitled to appoint a Trustee. Each Trustee appointed pursuant to this subsection 5.1(a)(ii) must be an official or employee of the Large Participating Employer and shall serve a one (1) year term. The Trustee may be appointed to unlimited successive terms. In the event that a Trustee appointed pursuant to this subsection 5.1(a)(ii) resigns or ceases to be an official or employee of the Large Participating Employer, a successor Trustee shall be appointed by the Large Participating Employer.

iii. Subject to the aggregate maximum for subsection (a), one or more of the Trustees shall be elected by the Participating Employers that are Municipalities. Each Trustee elected pursuant to this subsection 5.1(a)(iii) must be an official or employee of a Participating Employer and shall serve a three (3) year term. Each Trustee may be elected to unlimited successive terms. In the event that a Trustee elected pursuant to this subsection 5.1(a)(iii) resigns

or ceases to be an official or employee of the Participating Employer, a successor Trustee shall be appointed by the same Participating Employer to serve the remainder of the term.

(b) A minimum of six (6) and a maximum of nine (9) Trustees shall be appointed or serve in an *ex officio* capacity as follows:

i. One (1) Trustee shall be an independent financial expert appointed by Accelerate Indiana Municipalities. The Trustee appointed pursuant to this subsection 5.1(b)(i) shall be a certified public accountant. The Trustee shall serve one year terms and is eligible for reappointment annually.

ii. One (1) Trustee shall be the Chief Executive Officer of Accelerate Indiana Municipalities. This Trustee shall serve in an *ex officio* capacity coextensive with his/her employment as Chief Executive Officer of Accelerate Indiana Municipalities.

iii. Subject to the aggregate maximum for subsection (b), one or more Trustees shall be appointed by Accelerate Indiana Municipalities. Each Trustee appointed pursuant to this subsection 5.1(b)(iii) must be an official or employee of a Participating Employer and shall serve a three (3) year term. Each Trustee may be appointed to a maximum of three successive terms. In the event that a Trustee appointed pursuant to this subsection 5.1(b)(iii) resigns or ceases to be an official or employee of a Participating Employer, a successor

Trustee shall be appointed by the Accelerate Indiana Municipalities to serve the remainder of the term.

5.2 Compensation and Expenses. Trustees shall receive no compensation for their services as Trustees. The Trustees shall be reimbursed by the Trust for all reasonable and necessary expenses which the Trustees may incur in the performance of their duties.

5.3 Liability of Trustees. It is the intention of the settlors (and consistent with the purposes of the Trust) that the Trustees carry out their duties without liability for the actions of others, including other Trustees, predecessor Trustees, agents, attorneys, employees, consultants, independent contractors or insurance carriers. No Trustee shall be liable or responsible for any acts or defaults of any other Trustee or predecessor Trustee, or for failing to compel any other Trustee not to breach the Trust, or for any loss or expense resulting from or occasioned by anything done or neglected to be done in the administration of the Trust prior to his becoming a Trustee, nor shall any successor Trustee be required to inquire into or take any notice of the prior administration of the Trust, compel a predecessor Trustee to deliver Trust property, or compel a predecessor Trustee to redress a breach of trust made by the predecessor Trustee. No Trustee acting hereunder shall be liable for any mistake in judgment or other action taken or omitted by him in good faith, nor for the acts of any insurance carrier, agent, consultant, employee, independent contractor or attorney; nor shall any Trustee be individually or personally liable for any of the obligations of the Trustees acting as such under the Trust. Trustees shall not be liable for claims brought by third parties for injuries suffered in connection with the Trust. Trustees shall not be liable for not complying with the prudent-investor rule stated in Indiana Code § 30-4-3.5-1 *et seq.* or any successor statutes; nor shall any Trustee be liable for loss incurred through the investment of Trust funds or failure to invest Trust funds. Trustees shall not be responsible

for the adequacy of contributions to the Trust that may be required to meet or pay the obligations of the Trust.

5.4 Indemnification of Trustees. In the event and to the extent not insured against by an insurance company pursuant to the provisions of any applicable insurance policy, the Trust shall indemnify and hold harmless the Trustees from any and all claims, demands, suits or proceedings in connection with the Trust that may be brought by a Participating Employer or by any other person, corporation, entity, government or agency thereof; provided, however, that such indemnification shall not apply to a Trustee for such Trustee's acts of willful misconduct in connection with the Trust.

5.5 Meetings. The Trust shall conduct one Annual Meeting. It is anticipated that the Trust shall conduct at least three other meetings each calendar year. The Trust shall also hold such special meetings at such time and place as may be called by the Trust president. A Quorum shall be necessary to conduct business.

ARTICLE VI
POWERS AND DUTIES OF THE TRUSTEES

6.1 Owners of Assets. The Trustees shall, subject to the Trust hereby created, be the owners of the assets held in Trust pursuant to this Trust Agreement and shall be entitled to exercise each and every incident of ownership not inconsistent therewith including, by way of illustration only and not by way of limitation, the power to sell or assign any assets, to receive surplus derived from contracts, to receive income and capital gains on assets, to receive payments of any kind which may be made on assets and to convert from one to another.

6.2 Service Providers. The Trustees shall be permitted to engage in any and all efforts deemed reasonable and appropriate to continue to operate a cooperative health benefit arrangement for Indiana Municipalities. Such efforts may include, but shall not be limited to,

contracting with actuaries, accountants, attorneys, clinic administrators, consultants, insurance companies, stop-loss carriers, wellness consultants or other vendors.

6.3 Full and Exclusive Authority. The Trustees shall have full and exclusive authority to administer the Trust in accordance with the terms and conditions hereof.

6.4 Interpretation of Trust Agreement. The Trustees will have full power and authority to construe the provisions of this Trust Agreement. Any such construction of this Trust Agreement shall be binding upon all parties hereto.

6.5 Governance. The Trustees shall have the responsibility and the power to make rules and regulations for the government, management, and administration of the Trust to carry out the provisions of this Trust Agreement.

6.6 Other Powers. In addition to the specific powers enumerated herein, the Trustees and the Trustees' successors are hereby granted all the powers accorded Trustees under the Indiana Trust Code, as amended from time to time, except as to matters pre-empted by federal law. Furthermore, the Trustees shall have the authority to do all acts, whether or not expressly authorized, which may be necessary or proper for the protection of the property held hereunder or for the carrying out of any duty under this Trust Agreement, provided such acts are not in direct conflict with the terms of this Trust Agreement or applicable federal or state law.

6.7 Voting. All Trustees shall be afforded one (1) vote except the Aim Chief Executive Officer. The Trustees are encouraged to resolve all material issues impacting the Trust by consensus; however, in the event that consensus is not possible, the Trustees are authorized to act upon a Majority Vote except as otherwise noted by this Trust Agreement.

ARTICLE VII
ACCOUNTS, INVESTMENTS AND AUDIT

7.1 Accounts. The Trust shall establish and maintain such bank accounts as the

Trustees, from time to time, shall determine to be proper. All premium contributions and other monies received on behalf of the Trust shall be remitted to the depository bank or banks for deposit within two (2) business days of receipt.

7.2 Investments. The Trustees shall have the power and discretion to invest and reinvest any property of the Trust, which they consider not to be required for current expenditures, in federally insured savings accounts, certificates of deposit, money market accounts, or in bonds or other obligations of the United States or any other investments permitted by law, and may sell or otherwise dispose of any such investments at any time and from time to time as they see fit, subject only to any applicable legal and administrative regulations. Accordingly, the Trustees may invest any assets of the Trust that, in their sole and absolute discretion, are not required for current expenditures, in any form of investment permitted by Indiana law for governmental entities, and to sell or otherwise dispose of any such assets from time to time as the Trustees see fit. It is further acknowledged and understood that all investment authority regarding the Trust's assets shall reside with the Trustees and their designated representatives.

7.3 Annual Audit. The Trustees shall retain a certified public accountant to conduct an annual audit of the financial affairs of the Trust. This audit shall be filed with the Indiana Department of Insurance and a copy shall be furnished to each Participating Employer.

ARTICLE VIII
ADDITION, WITHDRAWAL AND EXPULSION

8.1 New Participating Employers. New Participating Employers may join the Trust upon a Majority Vote. New Participating Employers may be admitted subject to the payment of such sums or the imposition of such conditions as shall be established at the time an offer of participation in the Trust is made. New Participating Employers shall be required to serve an

initial participation period of at least three (3) years. New Participating Employers may also be required to enter into a participation agreement with the Trust.

8.2 Withdrawal. No Participating Employer may withdraw from the Trust prior to the conclusion of its initial three (3) year participation period. Thereafter, a Participating Employer may withdraw from participation in the Trust effective the first day of any Fiscal Year by delivering written notice of the withdrawal to the Trust and Accelerate Indiana Municipalities at least eight (8) months prior to the first day of that Fiscal Year. A Participating Employer shall pay to the Trustees all assessments due and payable preceding the effective date of the withdrawal. A Participating Employer that withdraws from the Trust shall not have any right or interest in any asset of the Trust. Notwithstanding the foregoing, the Trust shall pay claims of the withdrawing Participating Employer incurred prior to date of such withdrawal but not reported until after said Participating Employer has withdrawn from the Trust, provided that the Participating employer properly withdraws from the Trust in accordance with this Section 8.2. The Trust shall not pay the incurred but not reported (IBNR) claims of any Participating Employer that withdraws from the Trust in violation of this Section 8.2. Those IBNR claims shall be the sole responsibility of the Participating Employer that withdrew in violation of the Trust Agreement.

8.3 Rescission of Notice of Withdrawal. A Participating Employer that has given written notice of withdrawal to the Trust may rescind said notice within ninety (90) days after delivery of said notice of withdrawal. Such rescission shall be effective only if it is approved by a vote of two-thirds (2/3) of the Trustees with voting privileges. If written request to rescind is delivered more than ninety (90) days after notice of withdrawal was provided, but prior to the effective date of withdrawal, the withdrawal notice shall be rescinded only upon written approval

by ninety percent (90%) of the Trustees with voting privileges.

8.4 Consequences of Withdrawal. A Participating Employer that withdraws from the Trust may not be readmitted to the Trust for three (3) years following the effective date of its withdrawal. If a Municipality previously withdrew from the Trust in violation of Section 8.1, the Municipality shall not be readmitted to the Trust unless the Municipality compensates the Trust for the economic damages sustained by the Trust in connection with the prior impermissible withdrawal.

8.5 Expulsion. By the vote of at least two-thirds (2/3) of the entire membership of the Trustees, if a hearing is requested, any Participating Employer maybe expelled. Such expulsion may be carried out for one or more of the following reasons:

(a) Failure to make any payments due to the Trust.

(b) Failure to remain a member in good standing with Accelerate Indiana Municipalities.

(c) Failure to furnish full cooperation with the Trust's attorneys or any agent, employee, officer or independent contractor of the Trust relating to the purpose and powers of the Trust.

(d) Failure to comply with the terms of this Trust Agreement, including, but not limited to, the obligation to provide medical coverage exclusively through this Trust.

(e) Failure to carry out any obligation of a Participating Employer which impairs the ability of the Trust to carry out its purpose or powers.

No Participating Employer may be expelled except after written notice from the Trustees of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The notice shall specify that the Participating Employer shall be expelled unless

the failure is cured and the date upon which expulsion shall occur if no hearing is requested. The Participating Employer, in writing, may request a hearing before the Trust. The request shall be made prior to the date by which the failure is to be cured. The date for the hearing will be set by the Trust president, who shall call for a Trust meeting to take place. The date for a hearing shall not be less than seven (7) days after the expiration of the time to cure has passed. A decision by the Trust to expel a Participating Employer after notice and hearing and a failure to cure the alleged defect shall be final unless the Trust shall be found by a court to have committed a gross abuse of discretion. After a hearing, the Trustees may establish the date at which the expulsion of the Participating Employer shall be effective at any time not less than forty (40) days after the vote expelling the Participating Employer has been made by the Trustees. If the expulsion is for a failure to make payments due to the Trust the effective date of the expulsion may be at any time after the vote expelling the Participating Employer. Also, if the date of expulsion is less than forty (40) days before the beginning of the next fiscal year, the Trust may expel at the end of the fiscal year. If the motion to expel the Participating Employer made by the Trustees or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place forty (40) days after the vote expelling the Participating Employer, or at the beginning of the next fiscal year, whichever date is sooner. After expulsion, the former Participating Employer shall continue to be fully obligated for all obligations which were created during the term of its membership as if it was still a Participating Employer of the Trust.

ARTICLE IX
ACCESS TO CLAIMS EXPERIENCE

9.1 Right of Participating Employer to Claims Experience. Each Participating Employer shall be entitled to access its individual claims experience upon written request by the Mayor or chief official of the Participating Employer.

9.2 Rights of Beneficiaries to Information Relating to the Administration of the Trust. Employees and other individual beneficiaries of the Trust shall have the right to access and amend their own protected health information to the extent set forth by the HIPAA Privacy Rule. Employees and other individual beneficiaries of the Trust shall also be entitled to review aggregate, de-identified claims information relating to beneficiaries of the entire Trust. However, except as approved by an affirmative vote of the Trustees, employees and other individual beneficiaries shall not be entitled to information concerning any other matter related to the administration of the Trust and shall not have the right to inspect the Trust property, the Trustees' accounts, or any other documents concerning the administration of the Trust, including, but not limited to, claims experience of some or all beneficiaries who receive medical coverage through a specific Participating Employer. For example, an employee of a Participating Employer is not entitled to review or receive the claims experience, whether de-identified or not, of some or all beneficiaries who receive medical coverage through his/her Participating Employer.

ARTICLE X
MEWA FINAL RULE

10.1 Fully Assessable Contract. This is a fully assessable contract. In the event the Trust is unable to pay its obligations, Participating Employers will be required to contribute through equitable assessments the money necessary to meet any unfulfilled obligations.

10.2 Examinations by Indiana Department of Insurance. The Commissioner of the Indiana Department of Insurance or any person appointed by the Commissioner shall have the power to examine the affairs of the Trust and, for such purposes, shall have free access to all the books, records, and documents that relate to the business of the Trust and may examine under

oath its Trustees or directors, officers, agents, and employees in relation to the affairs, transactions, and conditions of the Trust. Expenses of the examination shall be paid for by the Trust as provided in Indiana Code § 27-1-34-6. The examination shall be conducted in accordance with Indiana Code § 27-1-3.1 and may cover financial or market conduct issues.

ARTICLE XI
MISCELLANEOUS

11.1 Amendment. This Trust Agreement may be amended in writing at any time by an affirmative vote of ninety percent (90%) of Trustees with voting privileges in attendance at a scheduled meeting of the Trustees.

11.2 Governing Law. This Trust is created and accepted in the State of Indiana and all questions pertaining to the validity or construction of this Trust Agreement and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the State of Indiana, except as to matters governed by federal law. Unless otherwise decided by Majority Vote, all disputes shall be litigated in Marion County, Indiana.

11.3 Rule Against Perpetuities. Notwithstanding any provisions herein to the contrary, if the Trust created hereunder shall violate any rule against perpetuities or accumulations or other similar law, the Trustees are hereby directed to terminate the Trust on the date limited by such rule of law, and to make terminating distributions as provided in Section 4.2.

11.4 Tax-Exempt Status. The Trust is an organization formed, operated and funded by political subdivisions to pool their health insurance risks. The Trust is intended to qualify for exemption from federal taxation under section 115(1) of the Internal Revenue Code of 1986, as amended. See Revenue Ruling 90-74.

11.5 Specific Provisions. Should any provision of this Trust Agreement be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely affect the other

provisions herein contained or the application of said provisions to any other person or instance, unless such illegality shall make impossible the functioning of the plan.

11.6 Persons Dealing With The Trustees. No person, firm or corporation dealing with the Trustees shall be obligated to see to the application of any property of the Trust, or be obligated to see that the terms of the Trust have been complied with, or be obligated to inquire into the necessity or expediency of any act of the Trustees, and every instrument executed by any Trustees shall be conclusive in favor of any person, firm or corporation relying thereon, that:

(a) At the time of delivery of said instrument the Trust was in full force and effect.

(b) Said instrument was effected in accordance with the terms and conditions of this Trust Agreement, and

(c) The Trustee or Trustees, as the case may be, were duly authorized and empowered to execute such instrument.

11.7 Adoption by Participating Employers. Each Participating Employer shall adopt this Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust and shall abide by the terms and conditions thereof, as it may be amended from time to time. Such adoption shall be memorialized by a binding resolution of a governing board of the Participating Employer. The binding resolution shall be approved in public session in compliance with law.

11.8 Execution in Counterparts. This Trust Agreement may be signed in multiple counterparts, and each counterpart shall be deemed part of a single, integrated instrument.

APPENDIX A

Accelerate Indiana Municipalities

City of Angola

Town of Arcadia

Town of Avon

City of Beech Grove

City of Bloomington

Town of Cicero

City of Connersville

Town of Culver

Town of Danville

Town of Darlington

Town of DeMotte

Town of Fowler

Town of Georgetown

City of Greencastle

City of Greenfield

Town of Hagerstown

Town of Hebron

Town of Highland

Town of Kewanna

Town of Knightstown

City of Lafayette

City of Lebanon

Town of Lowell

City of Monticello

Town of Moores Hill

Town of Munster

Town of Nashville

Town of Owensville

Town of Rensselaer

Town of Rockville

City of Scottsburg

Town of Shirley

Town of Southport

Town of South Whitley

Town of Swayzee

Town of Sweetser

Town of Topeka

City of Valparaiso

Town of Walkerton

City of Warsaw

City of West Lafayette

NOTE: The Trust Agreement provides that Appendix A shall be updated from time to time by the Director of Trust Operations to reflect the current list of Participating Employers.

Dated: November 29, 2017

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IN WITNESS WHEREOF, the Trustees unanimously approved the Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust during the November 29, 2017 scheduled meeting. The Trustees agree to abide by the terms and conditions of the Trust Agreement, as it may be amended from time to time.

Sue Essman
City of Angola

Mayor Tony Roswarski
City of Lafayette

Caroline Shaw
City of Bloomington

Jim Mann
City of Monticello

Jenny Pearcy
Town of Danville

Bill Oeding
City of Valparaiso

Dustin Anderson
Town of Munster

Mayor Joseph Thallemer
City of Warsaw

Mayor Chuck Fewell
City of Greenfield

Gary Malone, CPA

Michael Griffin
Town of Highland

Matthew Greller, *Ex Officio*
Accelerate Indiana Municipalities

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