

AGREEMENT AND DECLARATION OF TRUST  
OF THE  
UNIFIED FIRE AUTHORITY HEALTH AND WELFARE TRUST

Effective November 20, 2012

THIS AGREEMENT AND DECLARATION OF TRUST ("Agreement") is made and entered into as of NOVEMBER, 20, 2012, by and between the Unified Fire Authority (UFA), a political subdivision under Utah law organized under an interlocal agreement in 2004 to provide fire and emergency protection services to its members' jurisdictions and the following:

- (1) the Chief Financial Officer, UFA,
- (2) the Human Resources Director, UFA,
- (3) the Chief Legal Officer, UFA,
- (4) and (5) two full-time, sworn UFA firefighters designated by the President of Local 1696, International Association of Firefighters,
- (6) one full-time UFA civilian employee designated by the UFA Fire Chief,
- (7) and (8) two Chief Officers of the UFA designated by the UFA Fire Chief, each as a Trustee of this Trust (hereinafter individually and collectively called the "Trustees" or "Board of Trustees").

WHEREAS, the UFA participates in the Public Employees Health Program (the "Group Health Plan"), the purpose of which is to provide medical and dental benefits to employees, former employees, and retirees of the UFA and their dependents who satisfy the eligibility requirements described in the Group Health Plan; and

WHEREAS, in 2005, the UFA made available to its full-time employees a Post-Employment Health Plan ("PEHP") in which the UFA made equal monthly contributions to PEHP accounts on behalf of all eligible employees. Under the terms of the PEHP, eligible employees must use their accounts exclusively for the reimbursement of their out-of-pocket medical expenses (including health insurance premiums) after retirement or termination of employment from the UFA (the "Benefits"); and

WHEREAS, under the PEHP, contributions are held in trust by the LaSalle National Bank, or its successor, as trustee; and

WHEREAS, Nationwide Retirement Services provides administrative services for the PEHP in exchange for a fee; and

WHEREAS, in 2010, the UFA ceased making periodic contributions to the PEHP with the intent to establish an alternative mechanism to provide the Benefits;

WHEREAS, the UFA desires to provide a similar plan for the reimbursement of post-retirement and post-termination out-of-pocket medical expenses, including health

insurance premiums, through the creation of this Agreement and Declaration of Trust and the adoption of a new Health Reimbursement Arrangement (“HRA” or the “Plan”); and

WHEREAS, CompuSys of Utah, Inc. has been appointed as recordkeeper of the HRA accounts and to administer the Plan and the claims thereunder (the “Administrative Manager”); and

WHEREAS, the funds which will be directly contributed to the Unified Fire Authority Health and Welfare Trust from LaSalle National Bank as trustee for the PEHP trust, in a trust to trust transfer, and any and all such additional contributions thereafter, will constitute a trust fund (“Trust”) to be held for the benefit of the employees, retirees, former employees, and their eligible dependents under and in accordance with the Trust and the HRA and/or any and all such other permissible purposes for qualified, exempt trusts pursuant to sections 501(a) and 501(c)(9) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, it is the intent of the UFA to maintain this Trust Fund as a qualified, exempt trust pursuant to Code sections 501(a) and 501(c)(9); and

WHEREAS, the UFA desires the Trustees to hold and administer the Trust Fund and the Trustees are willing to hold and administer such Trust Fund pursuant to the terms of this Agreement; and

WHEREAS, this Trust Agreement is intended to replace and supersede that certain trust agreement between the UFA and LaSalle National Bank; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the UFA and the Trustees do hereby covenant and agree as follows:

## ARTICLE I - DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions shall govern the interpretation of this Agreement:

1.1 “Administrator” or “Plan Administrator” shall mean the UFA.

1.2 “Administrative Manager” shall mean the individual, firm, partnership, or corporation, if any, designated by the UFA to act with respect to the Plan and for the Trustees in such matters pertaining to the administration of the Trust as may be authorized by the Trustees including but not limited to record-keeping, communications and claims administration.

1.3 “Agreement and Declaration of Trust” or “Agreement” or “Trust” shall mean this instrument including any amendments hereto made in conformity with the terms hereof.

1.4 "Contributions" shall mean payments to the Trust by the UFA, by its employees, or by an Employer pursuant to a written agreement or as otherwise herein provided.

1.5 "Custodian" shall mean a bank or other qualified financial institution as designated by the UFA to hold custody of the Trust assets and carry out all related custodial functions;

1.6 "Dependent" shall mean a "dependent" as defined in the Group Health Plan;

1.7 "Employer" shall mean and include:

(a) The UFA; or

(b) Any person, firm, corporation or entity who or which agrees in writing to make contributions to the Trust.

1.8 "Employee" shall mean and include:

(a) Any person in the employment of an Employer on a full time basis as determined by the Employer; or

(b) Any person on whose behalf an Employer otherwise makes contributions to this Trust;

1.9 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, the rules and regulations promulgated pursuant thereto and any amendments thereto as in effect from time to time.

1.10 "Fiduciary" shall mean a person with respect to the Trust who:

(a) Exercises any discretionary authority or discretionary control respecting management of the Trust or exercises any authority or control respecting management or disposition of its assets; or

(b) Renders investment advice for a fee or other compensation, direct or indirect, with respect to any assets, moneys or other property of such Trust or has any authority or responsibility to do so;

(c) Has any discretionary authority or discretionary responsibility in the administration of the Trust.

1.11 "Former Employee" shall mean an Employee who has separated from service with the Employer and includes a retiree of the UFA who participated in the Plan as an Employee.

1.12 "Investment Manager" shall mean a fiduciary who has been designated by the Trustees to manage, acquire, or dispose of any assets of the Trust, who is registered as an investment advisor under the Investment Advisor's Act of 1940, is a bank as defined in that Act or an insurance company qualified to perform services under the laws of more than one state, and who has acknowledged, in writing, that it is a fiduciary with respect to the Trust.

1.13 "Participant" shall mean an Employee, or a Former Employee, who meets the Plan's eligibility requirements or a Dependent of an Employee or Former Employee.

1.14 "Party in Interest" means:

- (a) Any fiduciary including, but not limited to, any administrator, officer, trustee, or custodian, counsel, or employee of the Trust;
- (b) A person providing services to the Trust;
- (c) An Employer whose employees are covered by the Trust;
- (d) An employee organization, any of whose members are covered by the Trust;
- (e) An Employee or Former Employee;
- (f) A relative of any individual described in (a), (b), (c), (d) or (e) above.

1.15 "Plan" shall mean the health reimbursement arrangement established in connection with this Trust, and from time to time, any program, arrangement, agreement or plan and any modification, amendment or renewal of the same, established, supported or maintained or any or all of them by the UFA and the Trustees in the accomplishment of the purposes of this Agreement to provide health and medical benefits and such other life, accident, sickness or other welfare benefits as may be permissible and authorized to eligible Employees and/or Former Employees and their Dependents as determined by the Trustees and UFA in their sole and exclusive discretion.

1.16 "Plan Sponsor" shall mean the UFA.

1.17 "Policy" or "Policies" shall mean any policy or policies of insurance, including amendments and riders, issued pursuant to or in connection with this Trust and accepted by the Trustee in connection with the Trust.

1.18 "Trustee" shall mean the Trustees designated herein and those who are hereafter appointed pursuant to the terms of this Agreement.

## ARTICLE II – ESTABLISHMENT OF TRUST

### 2.1 Creation and Purpose of Trust.

As approved by the UFA through resolution duly adopted at a meeting of the Board of the UFA, there is hereby created, established and maintained the Unified Fire Authority

Health and Welfare Trust with its principal office in Salt Lake City, Utah or such other place as the Trustees may from time to time designate, which Trust shall constitute an irrevocable trust to be administered for the following uses and purposes and none other:

(a) Providing for the payment of health, life, sickness, accident, or other benefits to the members of the Unified Fire Authority Voluntary Employees' Beneficiary Association ("VEBA") and their Dependents; and

(b) No part of the net earnings of the Trust inures to the benefit of any private shareholder or individual (other than through the Plan as herein provided), nor shall any income or corpus of the Trust revert to the Employer or to the Association; and

(c) Providing for the reasonable expenses of administering and operating the Trust as provided under the terms hereof; and

(d) The Trust shall not be liable for or subject to the debts, contracts or liabilities of the Employer or the Association or any Trustee; and

(e) No part of the Trust nor any benefit provided in accordance with the Trust shall be subject to anticipation, sale, transfer, assignment, pledge, encumbrance or charge by any persons.

## 2.2 Tax Qualification Application and Amendments.

Upon execution of this Agreement, the Trustees shall proceed to make application to the IRS for a favorable ruling as to the tax-exempt status of the Trust under Code Section 501(a). Amendments may be made to this Agreement retroactively to the effective date of this Agreement, in accordance with the terms of this Agreement, if such amendments are deemed advisable in order to secure the favorable tax ruling or to otherwise carry out the intent of the Trust.

## ARTICLE III – TRUSTEES

### 3.1. Number of and Acceptance by Trustees.

The Trust shall be administered by a Board of Trustees of not less than eight members, three of whom are hereby appointed by virtue of their position as officers and/or employees of UFA: (a) Chief Financial Officer, (b) Human Resources Director, and (c) Chief Legal Officer each of whom shall hold such office only so long as they hold such employment with UFA and thereafter shall be replaced by their successor to such position, unless the Board of the UFA, in its discretion, determines that an alternative appointment would be in the best interests of the Trust. The remaining five Trustees shall consist of the following: (a) two full-time sworn UFA firefighters designated by the President of Local 1696, International Association of Firefighters, (b) One full-time UFA civilian employee designated by the UFA Fire Chief, and (c) two Chief Officers of the

UFA designated by the UFA Fire Chief each of whom shall be appointed through duly authorized action in writing. All such appointments to the Board of Trustees shall be conditioned upon continued active employment in the capacities set forth and such appointment shall cease upon such Trustee's separation from employment. The Trustees shall execute this Agreement and Declaration of Trust, or a counterpart thereof, and such execution shall constitute an acceptance of this Trust and the office of Trustee.

### 3.2. Term of Service, Officers and Meetings.

Each Trustee shall serve until his death, incapacity, resignation, or removal. Any Trustee may be removed at any time by the UFA, in the case of the Chief Financial Officer, the Human Resources Director and the Chief Legal Officer, or, with respect to the two sworn UFA firefighters, by the President of the Local 1696, International Association of Firefighters, or with respect to the full-time civilian employee or two Chief Officers of the UFA, by the UFA Fire Chief. A Trustee may resign at any time as described in Article IX. The officers of the Board of Trustees shall be a Chairman and a Secretary, selected by the Trustees from among themselves and shall serve at the discretion of the Trustees. The Chairman shall be responsible for the conduct of the meeting. The Secretary shall keep, or cause to be kept, Minutes or records of all meetings, proceedings and acts of the Trustees and shall make such Minutes available to all Trustees in advance of the next meeting. A majority of Trustees present in person or by phone or other form of remote communication shall constitute a quorum for the transaction of business at any meeting. Unless otherwise provided in by-laws adopted by the Board, all decisions of the Trustees shall be made by a majority vote of the Trustees present at the meeting at which such vote is taken. Dates of regular quarterly Trustee meetings shall be fixed by the Board of Trustees. Special meetings may be called by any Trustee by giving to each Trustee at least fifteen (15) days written notice of the time and place of such meeting, or, a special meeting may be held without notice if all Trustees consent. All meetings shall be held at such place as shall be designated by the Trustees.

### 3.3. Documents, Checks and Records.

The Chairman and the Secretary shall jointly execute written documents and instruments authorized by the Trustees and shall jointly sign checks or drafts drawn on the Trust, unless such authority is delegated by action of the Board of Trustees, to a third party administrator for the purpose of providing benefits to the members or their dependents. With appropriate safeguards in place, check signing machines or similar devices may be used as a means to provide for the signing of checks. In the absence or disability of either the Chairman or the Secretary any Trustee may sign in one of the officer's stead; in the absence or disability of both the Chairman and the Secretary, any two Trustees may sign. The Secretary shall also be responsible for maintaining the financial records of the Trust, which responsibility may also be delegated under appropriate Trustee action. All of the records of the Trust shall be available at all times during the regular business hours to the Trustees.

## ARTICLE IV – CONTRIBUTIONS

#### 4.1 Receipt of Contributions.

The Trustees shall receive any contributions paid to it in cash or in the form of such other property as it may from time to time deem acceptable and which shall have been delivered to it. All contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested and administered by the Trustees pursuant to the terms of this Agreement without distinction between principal and income. The Trustees shall not be responsible for the calculation or collection of any contribution under the Plan but shall be responsible only for property received by it pursuant to this Agreement.

#### 4.2 Trustee to Trustee Transfer.

Upon adoption by the parties hereto of this Agreement, the Trustees are expressly authorized and directed to take all necessary and appropriate actions, in coordination with the UFA, to commence proceeding with a trustee to trustee transfer of all applicable trust assets held at La Salle National Bank, or such successor trustee, to the Trust.

#### 4.3 Compliance with Laws.

The Plan, this Agreement and the Trust Fund thereunder are intended to meet all requirements of the Employee Retirement Income Security Act of 1974 (ERISA), the Internal Revenue Code of 1986 (the Code), as they may be amended from time to time, and other applicable law.

### ARTICLE V - PAYMENTS FROM TRUST FUND

#### 5.1 Payments Directed by Plan Administrator or Administrative Manager.

The Trustees shall at the written request of the Plan Administrator or the Administrative Manager make payments out of the Trust Fund in such amounts and for such purposes as may be specified in such directions of the Plan Administrator or Administrative Manager. In no event shall the Trustees be required to make Benefit payments directly to the Employees or former Employees or their dependents. To the extent permitted by law, neither the Trust nor the Trustees shall be liable for any payment made pursuant to the written request of the Plan Administrator or Administrative Manager. The Trustees shall not be liable to make payments unless sufficient funds are available in the Trust. Any written request of the Plan Administrator or Administrative Manager shall constitute a certification that the distribution or payment so directed is one which the Plan Administrator or Administrative Manager is authorized to direct.

#### 5.2 Impossibility of Diversion.

It shall be impossible at any time for any part of the Trust to be used for or diverted to purposes other than for the exclusive benefit of the Employees, former Employees and their Dependents covered under the Plan, except that payment of taxes and administration expenses may be made from the Trust as provided for herein and as provided by applicable law.

### 5.3 Description of Benefits Available Under Plan, Eligible Recipients and Method of Calculating the Benefit for compliance with IRS Form 1024.

At the outset, this Trust is established to provide a source for reimbursement of out-of-pocket medical expenses, including health care premiums, for Former Employees and their Dependents consistent with the Plan terms and conditions set forth below. All full time Employees of UFA are eligible to participate in the Plan and the Trust. Each participating Employee is fully vested in an individual account held in the Trust with earnings potential on invested amounts. Upon separation from employment, the Former Employee, or if the Former Employee is deceased, the Dependent of such Former Employee, may commence to receive Benefits by submitting claims for reimbursement for qualifying expenses to the Administrative Manager. If there are no Dependents of a deceased Former Employee, such account balance shall be reallocated to the accounts of the remaining eligible Participants. Reimbursement may be made for any qualified out-of-pocket medical expense as defined by Code section 213(d) and for health insurance premiums. The Trustees may, from time to time, amend, modify or expand Benefits and contribution sources consistent with the terms of the Trust and the requirements of the Code and ERISA and other applicable law. Upon adoption of the Trust, UFA shall prepare or have prepared for adoption a Plan document consistent with the terms set forth above and the requirements of ERISA and the Code including but not limited to Code section 105. The authority for execution and adoption of such Plan document is delegated to an officer of the UFA who is authorized to execute such Plan document on behalf of the UFA, as Plan sponsor, in accordance with the applicable governing instruments of the UFA, as amended from time to time.

## ARTICLE VI – INVESTMENTS

### 6.1 General.

The Trustees shall invest and reinvest the principal and income of the Trust and keep the Trust invested, without distinction between principal and income, in such securities or in such property, real or personal, tangible or intangible, as the Trustees shall deem advisable, including but not limited to insurance policies, stocks, common or preferred, trust and participation certificates, interest in investment companies, mutual funds, Exchange Traded Funds (ETFs) leaseholds, fee titles, bonds or notes and mortgages, and other evidences of indebtedness or ownership; provided, however, that investments shall be made in accordance with applicable law and the provisions of the Agreement.

### 6.2 Establishment of Funding Policy.



The Plan Administrator shall, pursuant to the Plan, establish and carry out a funding policy (the "Funding Policy") consistent with the purposes of the Plan and the requirement of applicable law, as may be appropriate from time to time. As part of such Funding Policy, the Plan Administrator shall from time to time direct the Trustees in writing to exercise its investment discretion so as to provide sufficient cash assets in an amount determined by the Plan Administrator under the Funding Policy then in effect, to be necessary to meet the liquidity requirements for the administration of the Plan and to designate allocations of investment within "plus or minus" ranges to avoid incurring excessive re-allocation costs.

6.3 Trustee's Adherence to Funding Policy.

The discretion of the Trustees in investing and reinvesting the principal and income of the Trust shall be subject to the Funding Policy, and any changes from time to time, as the Plan Administrator may adopt. It shall be the duty of the Trustees to act in accordance with such Funding Policy, and any changes from time to time, as the Plan Administrator may adopt.

## ARTICLE VII – POWERS OF TRUSTEE

7.1 Powers.

The Trustees, in addition to all powers and authorities under common law, statutory authority, and other provisions of this Agreement, shall have the following powers and authorities, to be exercised in the Trustees' sole discretion:

(a) To purchase and sell, exchange, convey, transfer, grant options to purchase, or otherwise acquire or dispose of any securities or other property held by the Trustees, by private contract or at public auction, and any sales may be made for cash or upon credit, or partly for cash and partly upon credit;

(b) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other options and to make any payments incidental thereto; to oppose or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stock, bonds, securities or other property held as part of the Trust;

- (c) To cause any securities or other property held as part of the Trust to be registered in the Trust's name or in the name of one or more of the Trust's nominees, and to hold any investments in bearer form, but the books and records of the Trust shall at all times show that all such investments are part of the Trust;
- (d) To borrow or raise money for the purpose of the Trust in such amount, and upon such terms and conditions, as the Trustees shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustees, and to secure the repayment thereof by pledging all, or any part, of the Trust.
- (e) To keep such portion of the Trust in cash or cash balances as the Trustees may, from time to time, deem to be in the best interests of the Trust created hereby, without liability for interest thereon;
- (f) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (g) To settle, compromise, release or submit to arbitration any claims, debts, or damages to or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings, and to represent the Trust in all suits and legal and administrative proceedings;
- (h) To employ suitable agents and counsel, including but not limited to, administrative, legal, consulting, accounting, auditing, secretarial, expert clerical personnel, and other employees and assistants, the designation and use of a depository bank, the purchase or lease of premises and materials, supplies and equipment, all as the Trustees in their sole discretion, may find necessary or appropriate to the performance of their duties and the sound and efficient administration of the Trust and to pay the reasonable expenses and compensation of such agents or counsel who may or may not be agents or counsel for the UFA;
- (i) To acquire real estate by purchase, exchange, or as the result of any foreclosure, liquidation, or other salvage of any investment previously made hereunder; to hold such real estate in such manner and upon such terms as the Trustees may deem advisable;
- (j) To manage, operate, repair, develop, improve, partition, mortgage, or lease for any term or terms of years any such real estate or any other real estate constituting a part of the Trust, upon such terms and conditions as the Trustees deems proper;
- (k) To invest funds of the Trust in federally insured certificates of deposit or savings accounts bearing a reasonable rate of interest;

(l) To invest in Treasury Bills and other forms of United States government obligations;

(m) To do all such acts, execute all instruments, take all such proceedings, and to exercise all such rights and privileges, although not specifically mentioned herein, as the Trustees may, in their sole discretion, deem necessary or appropriate to administer the Trust and to carry out the purposes, spirit and intention of the Trust, including to interpret, construe and determine rights and benefits under the Trust exclusively in the exercise of the Trustees' discretion;

(n) In furtherance thereof, the Trustees may formulate, promulgate and amend, from time to time, administrative governing rules consistent with the purposes of the Trust and applicable law, as the Trustees deem necessary or desirable to facilitate the proper administration of the Trust;

(o) To delegate such of its administrative powers and duties to individual Trustees or committees of Trustees or to such agents, service providers, consultants or independent contractors or employees as may, in the opinion of the Trustees be desirable;

(p) To allocate fiduciary responsibilities among the Trustees and to designate persons other than Trustees to carry out fiduciary responsibilities as provided in this Trust;

(q) To authorize the purchase of insurance for the Trust, the Trustees and for any other Fiduciary employed by the Trustees to cover liability or losses occurring by reason of the acts or omissions of such persons as required or permitted by state and federal law;

(r) The Trustees are authorized to, and shall, in the performance of their obligations, procure and cause to be issued, fidelity bonds for all Trustees and other persons who shall handle Trust assets in such amounts as required by applicable federal law.

## 7.2 Fees and Expenses.

The Trustees shall not be paid compensation for their services hereunder, except for reimbursement of expenses properly and actually incurred, including reasonable administrative, investment management, legal counsel, and accounting fees, incurred by the Trustees in the administration of the Trust. Any and all expenses may be paid from the Trust or may be paid or reimbursed by the UFA on behalf of the Trust.

## 7.3 Taxes.

All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust or the income thereof shall be paid

by the Trustees from the Trust Fund unless paid by the UFA. The Trustees shall promptly notify the UFA of any proposed or final assessments of taxes.

## ARTICLE VIII - TRUSTEE'S DUTIES

8.1 General. The Trustees shall supervise the general operation of the Trust including managing and investing the income and contributions to the Trust, however, the Trustees are not responsible for losses to any investment unless due to the Trustees' gross negligence, willful misconduct, or breach of fiduciary duties. The Trustees shall discharge their duties under this Agreement solely in the interest of the Employees, Former Employees, and their Dependents covered under the Plan and for the exclusive purpose of providing benefits to such persons and defraying the reasonable expenses of administering the Trust, with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, all in accordance with the provisions of this Agreement and consistent with the provisions of ERISA and the Code as amended and as this Agreement is amended. The duties and obligations of the Trustees shall be limited to those expressly imposed upon them by this Agreement.

### 8.2 Consulting and Indemnification.

The Trustees may consult with counsel and the Trustees shall not be deemed imprudent by reason of its taking or refraining from taking any action in accordance with the opinion of counsel. The UFA agrees, to the extent permitted by law, to indemnify and hold the Trustees harmless from and against any liability that the Trustees may incur in the administration of the Trust, unless arising from the Trustees' own willful breach of the provisions of this Agreement. The Trustees shall not be required to give any bond or any other security for the faithful performance of their duties under this Agreement, except such as may be required by law.

### 8.3 Keeping of Accounts and Records.

The Trustees (or such person to whom the Trustees have delegated such responsibility) shall keep accurate and detailed accounts of all investments, receipts, disbursements, and other transactions hereunder and all such accounts and other records thereto shall be open to inspection and audit at all reasonable times by any person designated by the Plan Administrator. The Trustees, or their delegate, shall furnish to the Plan Administrator a written statement of account within 90 days after the end of the Trust's year end setting forth all receipts and disbursements. The Plan Administrator shall acknowledge receipt thereof in writing and advise the Trustees, or their delegate, of its approval or disapproval. Failure by the Plan Administrator to disapprove any such statement of account within 30 days after its receipt thereof shall be deemed approval. The approval by the Plan Administrator of the statement of account shall serve to release and discharge the Trustees and its delegate from any liability or accountability to the Plan Administrator as respects the propriety of the Trustees' acts or transactions shown in the statement of

account, except with respect to any acts or transactions as to which the Plan Administrator shall file written objections with the Trustees within the 30-day time period prescribed. The fiscal year of the Trust shall be from July 1<sup>st</sup> to June 30<sup>th</sup> of the following calendar year unless the Plan Administrator elects a different fiscal year in accordance with applicable law or regulations.

#### 8.4 Annual Audit.

If required by applicable law, the Trustees shall cause to be made an annual audit of the Trust at the end of each fiscal year by an independent certified public accountant selected by the Trustees; and to cause to be delivered to each Trustee a copy of such annual audit report and to make available said annual report by interested persons at the principal office of the Trust and at such other place as the Trustees may designate. In their discretion, the Trustees may provide for more frequent audits and may also provide periodic reports regarding the status and operation of the Trust to the Plan Administrator and to Employees and Former Employees.

#### 8.5 Limitation on Trustee's Liability.

The Administrative Manager shall administer the Plan as directed by the Plan Administrator, and the Trustees shall not be responsible in any respect for administering the Plan nor shall the Trustees be responsible for the adequacy of contributions to the Trust to meet or discharge any payments or liabilities under the Plan. The Trustees shall be entitled conclusively to rely upon any written notice, instruction, direction or other communication of the Plan Administrator. Except as imposed by ERISA, the Trustees shall not be liable in acting upon any instrument, application, notice, request, or similar communication reasonably believed by them to be genuine and signed or sent by the proper person. No Trustee shall be liable for any action taken or omitted unless due to gross negligence or willful misconduct or fiduciary breach nor for the act or omission of any other Trustee. The Trustees may rely upon and shall not be liable for any action taken or omitted to be taken in reliance upon the advice, records, or reports of any accountant, actuary, attorney, Investment Manager, investment advisor, custodial bank or other agent selected and monitored by the Trustees with reasonable care.

#### 8.6 Return of Employer Contributions.

The Trustees shall return Employer contributions made by a mistake of fact provided that the return shall be made within one year from the date it was paid to the Trustees and not at any time thereafter. If the Internal Revenue Service determines that the Trust is not tax-exempt under the Code Section 501(a), then the Trustees shall return all contributions made to the Trust within one year after the date that the IRS so determines. All contributions and earnings thereon are conditioned upon the tax-exempt status of the Trust under Code section 501(a) and that such contributions or earnings thereon are not deemed unrelated business taxable income under Code section 512(a)(3)(E).

#### 8.7 Claims, Questions or Controversies.

All claims, questions or controversies, of whatever nature arising in any manner or between any parties or persons in connection with the Trust shall be resolved by the Trustees acting in the exercise of their discretion, subject to the terms of this Agreement, ERISA, the Code and other applicable federal and state law.

## ARTICLE IX – RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

### 9.1 Resignation.

A Trustee may resign at any time by giving ten (10) days notice in writing to the UFA and the Board of Trustees.

### 9.2 Removal.

The UFA may remove the Trustee or any of them at any time effective immediately upon the giving of written notice to the Trustee and each member of the Board of Trustees.

### 9.3 Successor Trustee.

Upon resignation, death, incapacity or removal of the Trustees or any of them, (i) a successor Trustee shall replace such Trustee automatically by reason of such Trustees' employment position with the UFA in the case of the Chief Financial Officer, the Human Resources Director and/or the Chief Legal Officer or (ii) the President of Local 1696, International Association of Firefighters shall promptly appoint a successor Trustee with respect to one or both of the full-time, sworn firefighters, as applicable, and (iii) the Fire Chief of the UFA shall promptly appoint successor Trustee(s) with respect to one or both of the two Chief Officers of the UFA or with respect to the full-time UFA civilian employee, as applicable. Trustee vacancies shall be filled as soon as reasonably possible. A successor Trustee shall have the same powers and duties as those conferred upon a Trustee hereunder. In order to maintain continuity of governance during any period in which there is a Trustee vacancy, no individual successor trustee need be appointed immediately as long as at least five individual Trustees remain in office. The actions of any such remaining Trustee(s) in accordance with the provisions of this Agreement shall be valid and binding. No vacancy in the office of Trustee shall impair the power of the remaining Trustees to administer the Trust. Upon such resignation or termination, the outgoing Trustee(s) shall, in a written document, assign, transfer, and/or pay over, as appropriate, to such successor trustee (if one is appointed) and the remaining Trustees the funds and properties then constituting the Trust. Except as provided by law, no successor Trustee shall be liable for any acts or defaults of any other Trustee, or for any losses or expenses resulting from any acts or omissions in the administration of the Trust prior to his becoming a Trustee, nor shall he be required to inquire into the prior administration of the Trust.

### 9.4 Report by Trustee.

Any Trustee who resigns or who is removed from office shall turn over to the Chairman or Secretary of the Board of Trustees or other remaining Trustee, or if there are no remaining Trustees, as directed by the UFA, all records, books, documents, moneys and all other property in his possession or under his control which belong to the Trust or which were received by him in his capacity as a Trustee. Within 90 days after the resignation or removal of the Trustee, the Trustee shall, upon request, furnish to the Board of Trustees, or UFA, as requested, a written statement of account with respect to the portion of the year for which the Trustee served. The Board of Trustees, or UFA, shall, upon receipt of such statement of account, acknowledge receipt thereof in writing and advise the Trustee of its approval or disapproval thereof. Failure by the Board of Trustees or UFA to disapprove any such statement of account within 30 days after its receipt thereof shall be deemed approval thereof. The approval by the Board of Trustees or UFA of the statement of account shall serve to release and discharge the Trustee from any liability or accountability to the Trust as respects the propriety of the Trustee's acts or transactions shown in the statement of account, except with respect to any acts or transactions as to which the Board of Trustees or UFA shall file written objections with the Trustee within the 30-day time period prescribed.

#### 9.5 Waiver of Notice

In the event of any resignation or removal of the Trustee, the Trustee and the UFA may in writing waive any notice of resignation or removal as may be provided hereunder.

### ARTICLE X – AMENDMENT AND TERMINATION OF AGREEMENT

#### 10.1 Amendment

Any or all of the provisions of this Agreement may be amended at any time and from time to time, in whole or in part, by an instrument in writing signed by the officers of the Board of Trustees, after due consultation with the UFA. However, no such amendment shall authorize or permit any part of the Trust (other than such part as is required to pay taxes and administrative expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Employees, Former Employees and their dependents. No such amendment shall cause or permit any portion of the Trust to revert to or become the property of the UFA; and no such amendment which affects the rights or duties of the Trustees may be made without the Trustees' written consent. Subject to the foregoing, amendments may be made effective retroactively.

#### 10.2 Termination

This Agreement may be terminated at any time by the UFA, and upon such termination, or upon the dissolution or liquidation of the UFA, the Trust fund shall be paid out by the Trustees to Participants and to pay for reasonable administrative expenses as and when directed by the Board of Trustees, or if the Board of Trustees fails to act, the UFA, after

consultation with the Administrative Manager , in accordance with the provisions of Article II hereof and the terms of the Plan provided that no assets may revert to the Employer.

## ARTICLE XI – GENERAL

### 11.1 Source of Funds.

This Trust shall constitute the sole source of funds which may be used to pay Benefits awarded under the Plan, and the UFA, the Trust, or the Trustees shall not be liable in any way or in any manner for any such Benefits or payments beyond those monies which have been contributed to this Trust.

### 11.2 Limited Effect of Plan and Trust.

Neither the establishment of the Plan nor the Trust nor any modification thereof, nor the creation of any fund or account, nor the payment of any Benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the UFA, or any officer or employee thereof, except as may otherwise be expressly provided in the Plan or in the Trust. Under no circumstances shall the terms of employment of any Employee be modified or in any way affected by the Plan or this Trust.

### 11.3 Protective Clause.

Neither the UFA nor the Trustee shall be responsible for the validity of any contract of insurance issued in connection with the Plan or Trust or for the failure on the part of the insurer to make payments provided by such contract, or for the action of any person which may delay payment or render a contract null and void or unenforceable in whole or in part.

### 11.4 Construction of Trust and Savings Clause.

This Trust shall be construed, administered and enforced (to the extent not governed by ERISA, the Code or other Federal law) according to the laws of the state of Utah. If any provision of this Trust shall be held illegal or invalid by any court of law, such determination shall not affect the remaining provisions of the Trust.

### 11.5 Gender and Number.

Wherever any words are used herein in the masculine, feminine or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they



shall be construed as though they were also used in the other form in all cases where they would so apply.

11.6 Headings.

The headings and subheadings of this Trust have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

11.7. Counterparts.

This Agreement may also be executed in counterparts by the UFA or the Trustees or any of them or with respect to any supplemental agreement which refers to this Agreement. Any such supplementary agreement, when accepted by the Trustees, or any of them, in writing, shall become a part hereof, as if set forth in its entirety.

11.8 Disputes.

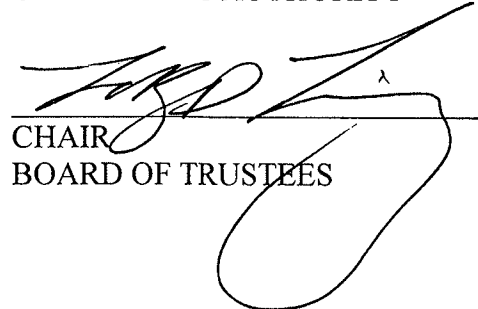
If a dispute arises as to the payment of any funds or the delivery of any assets by the Trust or the Trustees, the Trustees may withhold such payment or delivery until the dispute is determined by a court of competent jurisdiction or finally settled in writing by the parties concerned.

11.9 Notices.

Notices to the Trustees or to the UFA may be in writing via electronic communication, U.S. mail, or other form of written communication.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

UNIFIED FIRE AUTHORITY



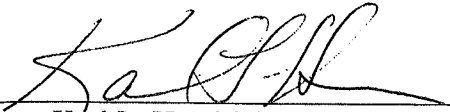
CHAIR  
BOARD OF TRUSTEES

TRUSTEES:

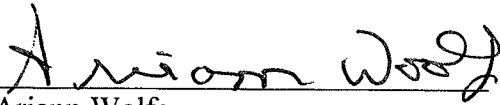
Accepted By:



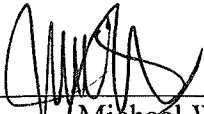
Shirley Perkins  
Trustee



Karl L. Hendrickson  
Trustee




Ariann Wolfe  
Trustee



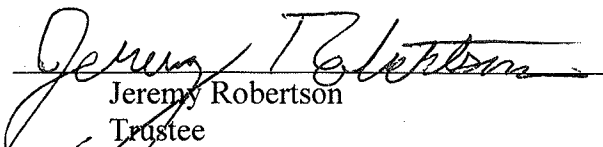
Michael Watson  
Trustee



Marty Slack  
Trustee



William Brass  
Trustee



Jeremy Robertson  
Trustee



Bryan R. Case  
Trustee