

TRUST AGREEMENT  
FOR THE  
WCA GROUP HEALTH TRUST  
HEALTH AND WELFARE PLAN

This Agreement executed as of this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the County of \_\_\_\_\_, Wisconsin, (hereinafter referred to as "Employer") by \_\_\_\_\_ (name), its \_\_\_\_\_ (position), on behalf and for the benefit of the employees of \_\_\_\_\_ County (hereinafter referred to as "Association") and Associated Bank, N.A. of Neenah, Wisconsin, as Trustee (hereinafter referred to as "Trustee"):

WITNESSETH

WHEREAS, the Association has established a Health and Welfare Benefit Plan known as Wisconsin Counties Association Group Health Trust (hereinafter referred to as the "Plan"), to provide certain benefits for eligible employees and their beneficiaries as covered by the Plan; and

WHEREAS, the organization has appointed National Benefit Consultants, Inc., as their Administrator (hereinafter referred to as "Administrator"); and

WHEREAS, the Association desires the Trustee to hold, invest, reinvest, and otherwise administer the funds of the Plan, and the Trustee agrees to accept this trust and to perform the duties imposed on the Trustee hereunder.

NOW, THEREFORE, in consideration of the mutual promises of the respective parties hereto, the parties hereby establish a trust to provide:

Section 1. Trust:

(a) The Association, on behalf of the county, hereby establishes with the Trustee, pursuant to the plan, a trust, and the Trustee acknowledges and agrees that it holds and shall continue to hold various properties for the Plan, together with such other sums of money and property acceptable to the Trustee as shall from time-to-time be paid or delivered to the Trustee by the Association under said Plan, and the earnings and profits thereon. All such money and property, all investments made therewith and proceeds thereof, and all earnings and profits thereon, less the payments made by the Trustee as authorized herein, are referred to herein as the "Trust Fund," and may be commingled without regard to the source of such property. The Trust Fund shall be held by the Trustee in trust, and dealt with in accordance with the provisions of this Trust Agreement.



At no time shall any part of the Trust Fund be used for, or diverted to purposes other than for the exclusive benefit of the participants or their beneficiaries under the Plan, and defraying the reasonable expenses of administering this Trust and the Plan.

(b) The Trustee shall (1) hold, invest, and reinvest the Trust Fund; and (2) pay monies on the order of the Association or its duly authorized representative, including National Benefit Consultants, Inc., including when the Association shall so order, payments to the participants or their beneficiaries under the Plan, or payments to hospitals, physicians, laboratories, and other providers of "covered services" under the Plan. Such orders need not specify the purpose of application to be made of payments so ordered. The Trustee shall not be responsible for the administration of the Plan. The Trustee shall be under no duty to enforce payment of any contribution, and shall not be responsible for the adequacy of the Trust Fund to meet and discharge any liabilities under the Plan, except as may be otherwise provided under the Employee Retirement Income Security Act of 1974, as amended from time-to-time.

(c) The Trustee, upon written direction of the Administrator, and certification that such direction is pursuant to the Plan, shall make payments and transfers from the Trust Fund to such claims, disbursing accounts, or trusts as may be maintained pursuant to the Plan; provided, however, disbursements from such claims, disbursing accounts or trusts shall be made only upon the written authorization of the Association or Administrator. The trustee may rely upon such certification and shall not be obligated to act on such direction unless certified as being pursuant to the Plan by Administrator. The Trustee shall have no responsibility or authority in connection with the determination of the interest of individual participants, or the amounts to be paid to, or on behalf of, the participants under the Plan. The Trustee shall not have any authority to bring any action or proceeding to enforce the collection or payment of any such amount.

Section 2. Funding Policy:

(a) The discretion of the Trustee in investing and reinvesting the principal and income of the Trust Fund shall be subject to such Funding Policy as the Company may, pursuant to the Plan, adopt and communicate to the Trustee in writing. It shall be the duty of the Trustee to act strictly in accordance with such Funding Policy, and any changes therein, as so communicated in writing to the Trustee.

(b) The Association shall, pursuant to the Plan, establish and carry out a Funding Policy, the Association, or its duly authorized representative, shall from time-to-time direct the Trustee to exercise its investment discretion so as to meet the liquidity requirements for the administration of the Plan.

(c) In the event a Funding Policy is not submitted to the Trustee, this Section 2. shall be of no effect. In the event that a Funding Policy is developed and submitted to the Trustee, then all other sections and provisions of this Agreement shall be deemed modified to conform with the intent of said Funding Policy. The Trustee shall not be held responsible or liable for any investment made pursuant to the direction of said Funding Policy.

Section 3. Group Insurance:

(a) Upon written direction by the Association, the Trustee, or its duly authorized representative, shall make application to any insurer or insurers (duly authorized to deliver policies of group insurance) at such time or times as the Trustee may determine, for a policy or policies of group insurance, providing such benefits, whether life insurance or otherwise, and containing such provisions and subject to such limitations and conditions as the Association, in its sole discretion, may direct. The benefits of such policies shall extend to participants or their beneficiaries under the Plan who are enrolled for coverage under such policies.

(b) The Trustee, upon written direction of the Association, or its duly authorized representative, shall terminate, modify, enlarge, or restrict any or all of the policies.

Section 4. Investment of Trust Fund:

(a) The Trustee shall have complete control of the management and administration of the Trust Fund, and shall have all powers necessary or convenient to enable it to exercise such control.

(b) The Trustee shall invest and reinvest the principal and income of the Trust Fund, without distinction between principal and income, in its sole and absolute discretion, in United States Government obligations, United States Government Agency obligations, corporate bonds, certificates of deposit, notes, and debentures, including, but not by way of limitation, that form of corporate debt known as commercial paper, all such investments not to exceed one year's maturity. Notwithstanding the foregoing, the Trustee may invest a portion of the Trust Fund in any authorized investment under this Trust extending beyond such one year's maturity, but only if the Association designates in writing an amount which may be so invested. Such authorized investment shall include any property, real or personal, including, without limitation, in preferred and common stocks, including shares of investment companies, bonds, notes, debentures, and mortgages, equipment trust certificates, investment trust certificates, in any so called "common trust fund" operated by the Trustee, and in such other real or personal property, investments and securities of any kind, class, or character, including deposits in the Trustee, as they may deem suitable for the Trust Fund, and such investment and reinvestment shall not be restricted to properties and securities authorized for investment by Trustees under any present or future law. The Trustee, in its

discretion, may keep such portion of the Trust Fund in cash or cash balances as the Trustee may from time-to-time deem to be in the best interests of the Trust Fund. At the written direction of the Association, or its duly authorized representative, the Trustee may provide for all or any part of the funding of the benefits under the Plan by insurance for such purpose, and the Trustee shall pay from the Trust Fund the premiums on any such insurance.

Section 5. Powers of Trustee:

The Trustee is authorized and empowered to:

(a) Sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by private contract or at public auction, and no person dealing with the Trustee shall be bound to see to the application of the proceeds or to inquire into the validity, expediency, or propriety of any such sale or other disposition;

(b) Vote upon any stock, 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 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 bonds, stocks, securities, or other property held in the Trust Fund;

(c) 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;

(d) Register any investment held in the Trust Fund in its own name as Trustee, or in the name of a nominee, and to hold any investment in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;

(e) Invest all or part of the Trust Fund with a bank or similar financial institution, including the Trustee, in interest bearing deposits, including but not limited to investments in time deposits, savings deposits, certificates of deposits, or time accounts;

(f) Borrow or raise monies for the purposes of the Trust Fund from any source (including the Association), and for any sum so borrowed to issue its promissory note as Trustee, and to secure the repayment thereof by pledging all or any part of the Trust Fund; and no person lending money to the Trustee shall be bound to see to the application of the money borrowed, or to inquire into the validity, expediency, or propriety, or any such borrowing;

(g) Make conclusive constructions of this Trust Agreement; to apply to any court of competent jurisdiction for instructions; to settle and determine conclusively all questions and disputes relating thereto;

(h) Purchase, acquire, receive, retain, administer, surrender, or assign any insurance policy or contract, and pay the premiums, and exercise the rights, options, and benefits contained in any such policy or contract;

(i) Exercise its rights and powers anywhere in the world, at any time or times, and without notice, except as may be expressly otherwise provided in this Trust Agreement; and

(j) Exercise, generally, any of the powers which an individual owner might exercise in connection with property, either real, personal, or mixed, held by the Trust Fund, and to do all other acts that the Trustee may deem necessary or proper to carry out any of the foregoing powers.

#### Section 6. Expenses of Trustee and Taxes:

The expenses incurred by the Trustee in the performance of its duties, including fees for legal services rendered to the Trustee, such compensation to the Trustee as may be agreed upon in writing from time-to-time between the Association and the Trustee, the fees and expenses of any duly authorized representative of the Association under the Plan, such as National Benefit Consultants, Inc. and all other proper charges and disbursements of the Trustee shall be paid from the Trust Fund, unless the Association elects to pay such expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws, upon or in respect of the Trust Fund, or the income thereof, or against the Plan, shall be paid from the Trust Fund.

#### Section 7. Legal Counsel:

The Trustee may from time-to-time consult with counsel, who may be counsel for the Association, and shall be fully protected in acting upon the advice of such counsel.

#### Section 8. Duties of Trustee:

The Trustee shall discharge its duties under this Trust Agreement solely in the interest of the participants of the Plan and their beneficiaries, and for the exclusive purpose of providing benefits to such participants and their beneficiaries, and defraying reasonable expenses of administering the Plan, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man 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, and by diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly

prudent not to do so, all in accordance with the provisions of this Trust Agreement insofar as they are consistent with the provisions of the Employee Retirement Income Security Act of 1974, and this Trust Agreement, and said Act, as from time-to-time may be amended.

Section 9. Proofs:

The Trustee shall be entitled, as it may deem appropriate from time-to-time, to require the Association or any other person involved in the administration of the Plan, or having any interest under the Plan, or in, to, or under this Trust Agreement, or to the Trust Fund held hereunder, to provide such certificates and proofs of facts as shall permit the Trustee to perform its duties under the Employee Retirement Income Security Act of 1974, as the same may be in effect from time-to-time, or to exercise the powers granted the Trustee under this Trust Agreement.

Section 10. Records of Trustee:

The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements, and other transactions hereunder, and all accounts, books, and records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Association. Within sixty (60) days following the close of each fiscal year, and within sixty (60) days after the removal or resignation of the Trustee as provided in Section 14. hereof, the Trustee shall file with the Association a written account setting forth all investments, receipts, disbursements, and other transactions affected by it during such fiscal year, or during the period from the close of the last fiscal year to the date of such removal or resignation, which account so filed shall be open to inspection during the business hours by the Association, or its designee for a period of thirty (30) days immediately following the date on which the account is filed with the Association. Except as herein specifically provided, the Trustee shall be relieved to the extent permitted by law from any and all duties of accounting which would otherwise be imposed on it by the laws of any state.

Section 11. Indemnification of Trustee:

The Trustee shall not be required to undertake or defend any litigation arising in connection with the Trust Fund, unless it be first indemnified by the Employer or by the Trust Fund against its prospective costs, expenses, and liability in connection therewith except where the litigation is occasioned by or involves a question of the failure of the Trustee to discharge its responsibility in accordance with Section 8.

Section 12. Limitation of Obligation of Association:

Notwithstanding anything in the Plan or Trust to the contrary, the liability of the Employer for financing the benefits under the Plan and Trust is limited to such contributions as may be made by the Employer

pursuant to the Plan.

Section 13. Non-Alienation:

None of the benefits or rights under this Trust or the Plan shall be subject in any manner to anticipation, alienation, sale, or transfer, or assignment, charge, pledge, or encumbrance of any kind, nor shall any such benefits or rights be liable for, or subject to attachment, executions, garnishment, sequestration, or other legal, equitable or other processes, nor shall the same be subject to the debts, obligations, liabilities, torts or the participants or beneficiaries entitled to any such benefits or rights.

Section 14. Resignation or Removal of Trustee:

The Trustee may resign at any time upon sixty (60) days' notice in writing to the Association. The Trustee may be removed by the Association at any time upon sixty (60) days' notice in writing to the Trustee. Upon such resignation or removal of the Trustee or a Successor Trustee, the Association shall appoint a Successor Trustee or Trustees who shall have the same powers and duties as those conferred upon the Trustee hereunder, and upon acceptance of such appointment by the Successor Trustee or Trustees, the Trustee shall assign, transfer, and pay over to such Successor Trustee or Trustees the funds and properties then constituting the Trust Fund. The Trustee is authorized, however, to reserve such sums of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of its account or otherwise, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid over to the Successor Trustee or Trustees.

Section 15. Evidence of Action:

Any action by the Association pursuant to any of the provisions of this Trust Agreement shall be evidenced by a Resolution of its Board of Directors, certified to the Trustee, over the signature of the Secretary of the Association under the Corporate Seal, if any, and the Trustee shall be fully protected in acting in accordance with such Resolution so certified to it. All orders, requests, and instructions of the Administrator and duly authorized representative of the Association, National Benefit Consultants, Inc. acting on behalf of the Association or the Administrator, or any other authorized party acting under the Plan to the Trustee shall be in writing, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Association shall furnish the Trustee from time to time with certified copies of Resolutions of its Board of Directors, evidencing the appointment and termination of office of the Administrator, and the authorization of National Benefit Consultants, Inc. and the appointment of any successor thereto.

Section 16. Qualification of Plan:

The Plan, this Trust Agreement, and the Trust are intended to meet all the requirements of applicable Sections of the Internal Revenue Code of 1986, as the same may be amended from time-to-time, in order to qualify the Plan as exempt from taxes under Section 501 (c)(9) of the Code, and to satisfy any requirements under the Employee Retirement Income Security Act of 1974, as the same may be amended from time-to-time, and the Plan and Trust shall be interpreted and administered consistent with such intention.

Section 17. Amendment of Termination:

The Association reserves the right at any time and from time-to-time by action of its Board of Directions to modify or amend, in whole or in part, or terminate any or all of the provisions of this Trust Agreement by notice thereof in writing delivered to the Trustee, provided that no such modification or amendment which affects the rights, duties, or responsibilities of the Trustee may be made without its written consent, and provided further that no such modification, amendment, or termination shall authorize or permit any part of the Trust Fund to be used for or diverted to purposes other than for the exclusive benefit of such participants or their beneficiaries under the Plan.

Section 18. Acceptance of Trust:

The Trustee hereby accepts the Trust created hereunder, and agrees to hold all the cash, securities, and other properties now or hereafter constituting the Trust Fund, subject to the terms and conditions of this Trust Agreement and the Plan.

Section 19. Governing Law:

Subject to the provisions of the Employee Retirement Security Act of 1974, as the same may be amended from time-to-time, this Trust Agreement shall be administered, construed, and enforced according to the laws of the State of Wisconsin. This Trust Agreement is executed in several counterparts, each one of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed as of the day and year first above written.

ASSOCIATION

By \_\_\_\_\_

\_\_\_\_\_  
( Title )

\_\_\_\_\_  
( County )

\_\_\_\_\_  
( County Employer I.D. Number )

Attest:

\_\_\_\_\_

ASSOCIATED BANK, N.A.

By \_\_\_\_\_

\_\_\_\_\_  
( Title )

Attest:

\_\_\_\_\_