

GREENBUSH HEALTH PLANS TRUST AGREEMENT

TABLE OF CONTENTS

PREAMBLE

ARTICLE I, PURPOSE AND LEGAL STATUS OF TRUST

Section 1.01	Creation of the Trust Fund	1.1
Section 1.02	Purpose of Trust	1.1
Section 1.03	Use of Trust Assets	1.1
Section 1.04	Insurance Agreements	1.1
Section 1.05	Non-Exempt Status	1.1
Section 1.06	Employee Welfare Benefit Plan	1.2
Section 1.07	Exclusive Benefit	1.2

ARTICLE II, DEFINITIONS

Section 2.01	Beneficiary	2.1
Section 2.02	Code	2.1
Section 2.03	Dependent	2.1
Section 2.04	Employee	2.1
Section 2.05	Employer	2.1
Section 2.06	ERISA	2.1
Section 2.07	Participant	2.1
Section 2.08	Participating Employer	2.1
Section 2.09	Plan	2.1
Section 2.10	Plan Administrator	2.1
Section 2.11	Trust	2.1
Section 2.12	Trust Agreement	2.1
Section 2.13	Trust Fund	2.1
Section 2.14	Trustee	2.1
Section 2.15	Trust Year	2.1

ARTICLE III, CONTRIBUTIONS

Section 3.01	Employer Contributions	3.1
Section 3.02	Receipt of Contributions	3.1

ARTICLE IV, BENEFIT PAYMENTS FROM TRUST FUND

Section 4.01	Payments Directed by Plan Administrator	4.1
Section 4.02	Impossibility of Diversion	4.1

ARTICLE V, TRUSTEE DUTIES AND AUTHORITY

Section 5.01	Acceptance of Trustee Role	5.1
Section 5.02	Trustee Duties	5.1
Section 5.03	Establishment of Funding Policy	5.1
Section 5.04	Trustee's Adherence to Funding Policy	5.1
Section 5.05	Investment Powers.....	5.1
Section 5.06	Records and Statements.....	5.3
Section 5.07	Fees and Expenses from Fund	5.4
Section 5.08	Parties to Litigation.....	5.4
Section 5.09	Professional Agents	5.4
Section 5.10	Distribution Directions	5.4
Section 5.11	Third Party/Multiple Trustees	5.4
Section 5.12	Interim Duties and Successor Trustee	5.5
Section 5.13	Valuation of Trust	5.5
Section 5.14	Audit of Trust.....	5.5
Section 5.15	Limitation of Trustee's Liability	5.5
Section 5.16	Indemnification Obligations	5.5

ARTICLE VI, TRUSTEE RESIGNATION AND REMOVAL

Section 6.01	Resignation of Trustee	6.1
Section 6.02	Removal of Trustee	6.1
Section 6.03	Successor Trustee	6.1
Section 6.04	Report by Trustee	6.1
Section 6.05	Waiver of Notice	6.1

ARTICLE VII, AMENDMENT AND TERMINATION OF THE TRUST AGREEMENT

Section 7.01	Amendment.....	7.1
Section 7.02	Termination	7.1

ARTICLE VIII, DISPUTE RESOLUTION

Section 8.01	Dispute Resolution	8.1
Section 8.02	Arbitration	8.1
Section 8.03	Situs	8.1
Section 8.04	Number and Qualification of Arbitrators	8.1
Section 8.05	Remedies	8.1
Section 8.06	Fees and Expenses	8.1
Section 8.07	Finality and Enforcement	8.2

ARTICLE IX, MISCELLANEOUS

Section 9.01	Source of Funds	9.1
Section 9.02	Employer Liability	9.1
Section 9.03	Limited Effect of Trust	9.1
Section 9.04	Protective Clause	9.1
Section 9.05	Nonalienation of Benefits	9.1

Section 9.06	State Law	9.1
Section 9.07	Gender and Number	9.1
Section 9.08	Headings	9.1

GREENBUSH HEALTH PLANS TRUST AGREEMENT

PREAMBLE

WHEREAS, employers of teachers and other education-related service providers associated with Southeast Kansas Education Service Center – U.S.D. No. 609 d/b/a Greenbush desire to contribute funds to a trust for the purpose of acquiring fully insured and self-funded group health benefits for the Employer’s Employees and said funds, as and when received by the Trustee, will constitute a trust fund to be used to purchase health insurance benefits and fund medical claims under self-funded plans for the Employees and their eligible Dependents in accordance with instructions of the Employer;

WHEREAS, the Participating Employers of Greenbush, which collectively shall be referred to herein as the “Employer,” have adopted a group health plan—the Greenbush Health Plan (the “Plan”)—which is a multiple employer welfare arrangement authorized by K.S.A. 40-2209(f)(3);

WHEREAS, Employees’ participation in the Plan is entirely voluntary;

WHEREAS, the Employer originally adopted a trust agreement in February 2000 – the Greenbush Health Plans Trust Agreement (the “Trust Agreement”) – for the purpose of funding benefits under the Plan;

WHEREAS, this Trust Agreement amends and restates the Trust Agreement previously entered into by the parties effective February 2000;

WHEREAS, the funds that will be contributed to the Trust, as and when received by the Trustee, will constitute a Trust Fund to be held for the benefit of the Employer’s Employees, retirees, and their eligible Dependents in accordance with the terms of the Plan; and

WHEREAS, the Employer desires for the Trustee to hold and administer the Trust, and the Trustee is willing to hold and administer such Trust, pursuant to the terms of this Trust Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Employer and the Trustee agree as follows:

ARTICLE I
PURPOSE AND LEGAL STATUS OF TRUST

Section 1.01 Creation of the Trust Fund. The Employer and Trustee have created and established, through this Trust Agreement, a Trust Fund, which shall comprise the contributions made by: Participating Employers, Participants and their Dependents; all sums payable to the Trustee by reason of any insurance contract that the Trustee may have entered into; all investments made and held by the Trustee and all income from such investments; and any other money or property received or held by the Trustee for the uses and purposes set forth in this Trust Agreement. The Trustee shall have legal title to all assets of the Trust Fund.

Section 1.02 Purpose of Trust. Funds will be contributed to the Trust from time to time under the terms of the Plan. The purpose of the Trust is to hold and administer such funds for payment of life, sick, health, dental, accident or other similar benefits for the benefit of Participants or their Dependents or designated Beneficiaries consistent with the terms and conditions of the Plan and this Trust Agreement.

Section 1.03 Use of Trust Assets. Assets in the Trust Fund may be used by the Trustee for the following purposes:

- (A) To provide for the payment of all reasonable and necessary expenses of administering the Trust Fund, including all expenses that may be incurred in connection with the establishment, administration and maintenance of the Trust Fund, as the Trustee deems necessary or appropriate in its discretion; and
- (B) To provide the benefits to which Participants and their Dependents are entitled under the terms of the Plan. In accomplishing this objective, the Trustee may use the Trust Fund assets to (i) comply with any insurance contract that has been entered into by the Employer as a means of providing the benefits to which Plan Participants and their Dependents are entitled and to pay the premiums due from time to time thereunder, (ii) to provide such benefits directly from the Trust Fund; or (iii) to provide the benefits using a combination of both of the foregoing methods, reserving to the Employer the power from time to time to change the means by which such benefits are provided.

Section 1.04 Insurance Agreements. All of the provisions to be contained in any contract of insurance shall be agreed upon by the insurance company and the Plan Administrator. The Plan Administrator may enter into such agreements as it deems necessary or advisable in regard to providing the benefits so long as they conform with the purposes of this Trust Agreement. All rights and privileges granted to the contract-holder by any such contract or allowed by the insurance company shall be vested in the Trustee.

Section 1.05 Non-Exempt Status. This Trust is not intended to be exempt from federal income taxes. The Plan Administrator intends that the Trust, when taken together with the Plan, shall be subject to and compliant with Code §§ 419 and 419A.

Section 1.06 Employee Welfare Benefit Plan. This Trust, together with the Plan, constitutes a governmental plan under Section 3(32) of ERISA and, therefore, in

accordance with Section 4(b)(1) of ERISA, is not subject to the provisions of Title I of ERISA. Although the Plan and Trust disclaim any formal obligations to comply with ERISA and do not waive any exemptions from liability that they might have as a result of their governmental plan status, the Plan and Trust do voluntarily endeavor, to the extent they deem it reasonable and practicable in their sound discretion, to satisfy all of the requirements of an "employee welfare benefit plan" under Section 3(1) of ERISA and any regulations thereunder.

Section 1.07 Exclusive Benefit. It is intended that the Trust be maintained for the exclusive benefit of Participants or their Dependents or designated Beneficiaries under and in accordance with the terms of the Plan.

ARTICLE II DEFINITIONS

Section 2.01 “**Beneficiary**” is a person designated by a Participant or by the Plan who is or may become entitled to a benefit under the Plan. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Trustee has fully distributed the benefit to such Beneficiary.

Section 2.02 “**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

Section 2.03 “**Dependent**” has the meaning given in the Plan.

Section 2.04 “**Employee**” has the meaning given in the Plan.

Section 2.05 “**Employer**” means, collectively, all of the Participating Employers.

Section 2.06 “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

Section 2.07 “**Participant**” means an Employee or former Employee who is a Participant under the Plan.

Section 2.08 “**Participating Employer**” means any employer of teachers and other education-related service providers in Kansas that participates in the Plan and is a signatory to the Administrative Agreement Regarding Greenbush Employee Benefit Plans.

Section 2.09 “**Plan**” means the Greenbush Health Plan, which the Participating Employers have elected to fund through this Trust.

Section 2.10 “**Plan Administrator**” means the Southeast Kansas Education Service Center – U.S.D. No. 609 d/b/a Greenbush.

Section 2.11 “**Trust**” means the trust established herein, as amended. The name of the Trust shall be the “Greenbush Health Plans Trust.”

Section 2.12 “**Trust Agreement**” means this Greenbush Health Plans Trust Agreement, as amended.

Section 2.13 “**Trust Fund**” means all cash and property of whatever kind or nature, together with all earnings thereon, deposited with, and owned, held or otherwise acquired by the Trustee pursuant to the provisions of the Plan and this Trust Agreement.

Section 2.14 “**Trustee**” means the Greenbush Employee Benefits Committee, or any successor in office who, in writing, accepts the position of Trustee.

Section 2.15 “**Trust Year**” means the fiscal year of the Trust, a 12 consecutive month period ending every September 30.

ARTICLE III CONTRIBUTIONS

Section 3.01 Employer Contributions. Each Participating Employer will pay into the Trust Fund such sums as may be required by the Trustee from time to time (a) to pay claims under the Plan; (b) to pay premiums on any policy or policies of insurance obtained by the Trustee or maintained under the Plan; (c) to accumulate and maintain adequate reserves for the purpose of paying those claims under the Plan that are intended to be paid through the Trust Fund; and (d) to pay the expenses of the Trust Fund.

Section 3.02 Receipt of Contributions. The Trustee shall receive any contributions paid to it in cash. All contributions so received, together with the income therefrom and any other increment thereon shall be held, managed and administered by the Trustee pursuant to the terms of this Trust Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall be responsible only for funds actually received by it and shall have no duty or authority to compute or to bring any action or proceedings to enforce the collection of any contributions to the Trust.

**ARTICLE IV
BENEFIT PAYMENTS FROM TRUST FUND**

Section 4.01 Payments Directed by Plan Administrator. The Trustee shall from time to time, at the Plan Administrator's direction, make payments out of the Trust Fund to the persons or entities to whom such monies are to be paid in such amounts and for such purposes as may be specified in the Plan Administrator's directions. To the extent permitted by law, the Trustee shall be under no liability for any payment made pursuant to the direction of the Plan Administrator. Any direction of the Plan Administrator shall constitute a certification that the distribution or payment so directed is one which the Plan Administrator is authorized to direct pursuant to the provisions of the Plan.

Section 4.02 Impossibility of Diversion. It shall be impossible at any time for any part of the Trust Fund to be used for, or diverted to, purposes other than to provide the benefits contemplated under the Plan for the exclusive benefit of Participants or their Dependents or designated Beneficiaries, except that any taxes and administration expenses for which the Trust is liable may be made from the Trust Fund as provided herein. No part of the net earnings of the Trust shall inure, other than by payment of benefits, to the benefit of any private shareholder or individual.

ARTICLE V TRUSTEE DUTIES AND AUTHORITY

Section 5.01 Acceptance of Trustee Role. The Trustee formally accepts its appointment as Trustee of the Trust created under this Trust Agreement. The Trustee agrees to perform the obligations imposed under this Trust Agreement.

Section 5.02 Trustee Duties. The Trustee shall discharge its duties under this Trust Agreement exclusively in the interest of Participants, Dependents, and their designated Beneficiaries, and for the sole purpose of providing benefits to such persons and defraying reasonable expenses of administering the Trust. In discharging these responsibilities, the Trustee shall act 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 Trust 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. However, unless mandated otherwise by law, the duties and obligations of the Trustee shall be limited to those expressly imposed upon it by this Trust Agreement notwithstanding any reference herein to the Plan, or the provisions thereof, in light of the fact that the Trustee is not a party to the Plan.

Section 5.03 Establishment of Funding Policy. The Plan Administrator shall, pursuant to the Plan, establish and carry out a funding policy consistent with the purposes of the Plan and the requirements 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 Trustee to exercise its investment direction so as to provide sufficient cash assets in an amount determined by the Plan Administrator, under the funding policy then in effect, as may be necessary to meet the liquidity requirements for the administration of the Plan.

Section 5.04 Trustee's Adherence to Funding Policy. The Trustee's discretion in investing and reinvesting the principal and income of the Trust Fund shall be subject to the funding policy, and any changes thereof from time to time, as the Plan Administrator may, pursuant to the Plan, adopt from time to time and communicate to the Trustee in writing. The Trustee shall have the duty to act strictly in accordance with such funding policy, and any changes therein, as communicated to the Trustee from time to time in writing.

Section 5.05 Investment Powers. The Trustee has full discretion and authority with regard to the investment of the Trust Fund, except with respect to an asset under the control or direction of an investment manager appointed by the Plan Administrator or with respect to an asset subject to the Plan Administrator's direction of investment. The Trustee must coordinate its investment policy with financial needs of the Plan as communicated to the Trustee by the Plan Administrator.

The Trustee is authorized and empowered, but not by way of limitation, with the following powers, rights and duties:

- (A) To invest any part or all of the Trust Fund in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U.S.

Treasury bills, U.S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, to buy or sell options on common stock on a nationally recognized exchange with or without holding the underlying common stock, to buy and sell commodities, commodity options and contracts for the future delivery of commodities, and to make any other investments the Trustee deems appropriate, as a prudent person would do under like circumstances with due regard for the purposes of the Trust. (The Trustee, however, is prohibited from selling or purchasing stock options except as expressly authorized in this paragraph.) Any investment made or retained by the Trustee in good faith is proper but must be of a kind constituting a diversification considered by law suitable for trust investments.

- (B) To retain in cash so much of the Trust Fund as it may deem advisable to satisfy liquidity needs of the Trust and to deposit any cash held in the Trust Fund in a bank account at reasonable rate of interest.
- (C) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or of a bank related to the Trustee within the meaning of Code § 414(b)) at a reasonable rate of interest, or in a common trust fund, as described in Code § 584, or in a collective investment fund, the provisions of which govern the investment of such assets and which the Trust incorporates by reference and which the Trustee (or its affiliate, as defined in Code § 1504) maintains exclusively for the collective investment of money contributed by the bank (or the affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency.
- (D) To credit and distribute the Trust as directed by the Plan Administrator pursuant to the provisions of the Plan. The Trustee is not obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee is accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator.
- (E) To compromise, contest, arbitrate or abandon claims and demands, in its discretion.
- (F) To have with respect to the Trust all of the rights of an individual owner, including the power to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, and to exercise or sell stock subscriptions or conversion rights.
- (G) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship.
- (H) To adopt and, as necessary from time to time, amend an investment policy that is consistent with the Plan's funding policy.

- (I) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust.
- (J) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until final adjudication is made by a court of competent jurisdiction.
- (K) To file all tax returns required of the Trustee.
- (L) To furnish to the Participating Employers and the Plan Administrator an annual statement of account showing the condition of the Trust Fund and all investments, receipts, disbursements and other transactions effected by the Trustee during the Trust Year covered by the statement and also stating the assets of the Trust held at the end of the Trust Year, which accounts are conclusive on all persons, including the Participating Employers and the Plan Administrator, except as to any act or transaction concerning which a Participating Employer or the Plan Administrator files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts.
- (M) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee is not obliged or required to do so unless indemnified to its satisfaction. However, the Trustee is not to be concerned with any questions or controversies arising in the administration, interpretation or application of the Plan and shall refer all such matters to the Plan Administrator.

Section 5.06 Records and Statements. The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements, and other transactions hereunder as may be required by law. The records of the Trustee pertaining to the Trust must be open to the inspection of the Plan Administrator and the Employer at all reasonable times and may be audited from time to time by any person(s) as the Employer or the Plan Administrator may specify in writing. The Trustee shall furnish to the Plan Administrator a written statement of account within 60 days after the end of the Plan Year setting forth all receipts and disbursements during that Plan Year. The Plan Administrator shall acknowledge receipt thereof and advise the Trustee of its approval or disapproval thereof. Failure by the Plan Administrator to disapprove any such statement of account within 30 days after receipt thereof shall be deemed approval thereof. The approval by the Plan Administrator of the statement of account shall serve to release and discharge the Trustee from any liability or accountability to the Plan Administrator regarding 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 Plan Administrator shall file written objections with the Trustee within the 30-day time period prescribed.

Section 5.07 Fees and Expenses from Fund. The Trustee shall be paid for its services in an amount set forth in a separate written agreement. The fees paid to the Trustee shall be reviewed by the Trustee and the Plan Administrator every twelve (12) months. In no event shall the total compensation paid to the Trustee exceed the greater

of the fair market value or cost of the services provided by the Trustee. In addition to the aforementioned compensation, the Trustee also shall be reimbursed for any reasonable expenses, including reasonable counsel and accounting fees, which it incurs in administering the Trust Fund. Such compensation and expenses shall be paid from the Trust Fund. 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 Fund or the income thereof shall be paid by the Trustee from the Trust Fund. An individual serving as Trustee who already receives full-time pay from the Employer shall not receive compensation from this Trust except for reimbursement of expenses properly and actually incurred.

Section 5.08 Parties to Litigation. No Participant or their Dependent or designated Beneficiary is a necessary party or is required to receive notice of process in any court proceeding involving the Trust Fund or any fiduciary of the Plan. Any final judgment entered in any proceeding will be conclusive upon the Employer, the Plan Administrator, the Trustee, and all Participants and their Dependents and designated Beneficiaries.

Section 5.09 Professional Agents. The Trustee may employ and pay from the Trust Fund reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

Section 5.10 Distribution Directions. The Trustee shall make distributions from the Trust Fund upon receipt of directions from the Plan Administrator pursuant to the provisions of the Plan. Such distributions may be made in cash or property, or partly in each, at fair market value as determined by the Trustee. If no one claims a payment or distribution made from the Trust Fund, the Trustee must promptly notify the Plan Administrator and then dispose of the payment in accordance with the subsequent direction of the Plan Administrator pursuant to the provisions of the Plan.

Section 5.11 Third Party/Multiple Trustees. No person dealing with the Trustee is obligated to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of this Trust Agreement. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and is not liable to any person in so acting. The certificate of the Trustee that it is acting in accordance with the Trust provisions will be conclusive in favor of any person relying on the certificate.

Section 5.12 Interim Duties and Successor Trustee. Each successor Trustee succeeds to the title to the Trust vested in such Trustee's predecessor by accepting in writing the appointment as successor Trustee and by filing the acceptance with the former Trustee and the Plan Administrator without the signing or filing of any further statement. The resigning or removed Trustee, upon receipt of acceptance in writing of the Trust by the successor Trustee, must execute all documents and do all acts necessary to vest the title of record in any successor Trustee. Each successor Trustee has and enjoys all of the powers, both discretionary and ministerial, conferred under this Trust Agreement upon such Trustee's predecessor. A successor Trustee is not personally liable for any act or failure to act of any predecessor Trustee except as required by law. With the approval of the Employer and the Plan Administrator, a successor Trustee, with respect to the Trust, may accept the account rendered and the property delivered to it by a predecessor Trustee without incurring any liability or responsibility for so doing.

Section 5.13 Valuation of Trust. The Trustee must value the Trust Fund as of the last day of each Trust Year to determine the fair market value of the assets in the Trust. The Trustee also must value the Trust Fund on such other dates as directed in writing by the Plan Administrator pursuant to the provisions of the Plan.

Section 5.14 Audit of Trust. The Trustee shall arrange for an audit of the Trust on an annual basis (or upon such other time frame as may be required by the Code, ERISA, and regulations issued thereunder). The Employer shall reimburse the Trustee for all such auditing fees and costs.

Section 5.15 Limitation of Trustee's Liability. The Trustee is not responsible for administering the Plan or funding benefits owed thereunder. Nor is the Trustee responsible for the adequacy of contributions to the Trust Fund to meet or discharge any payments or liabilities under the Plan. The Trustee shall be entitled conclusively to rely upon any notice, instructions, direction or other communication of the Plan Administrator or its designee(s) (e.g., claims administrator).

Section 5.16 Indemnification Obligations.

- (A) The Employer agrees to indemnify, defend, and hold harmless the Trustee (including its officers, directors, employees, and agents) from any and all claims, expenses, damages, losses, costs, liabilities, attorney's fees, settlements, fines, judgments, or penalties that are asserted against, or incurred by, the Trustee (including its officers, directors, employees, and agents) in connection with this Trust Agreement except to the extent that such claim, expense, damages, loss, cost, liability, attorney fees, settlement, fine, judgment, or penalty relates to the Trustee's negligence, willful misconduct or fraud in carrying out its obligations under this Trust Agreement.
- (B) The Trustee agrees to indemnify, defend, and hold harmless the Employer and Plan Administrator (including their officers, directors, employees, and agents) from any and all claims, expenses, damages, losses, costs, liabilities, attorney's fees, settlements, fines, judgments, or penalties that are asserted against, or incurred by, the Employer or Plan Administrator (including their officers, directors, employees, and agents) in connection with this Trust Agreement except to the extent that such

claim, expense, damages, loss, cost, liability, attorney fees, settlement, fine, judgment, or penalty relates to the Employer's or Plan Administrator's negligence, willful misconduct or fraud in carrying out its obligations under this Trust Agreement.

- (C) These indemnification provisions shall survive the termination of this Trust Agreement.

**ARTICLE VI
TRUSTEE RESIGNATION AND REMOVAL**

Section 6.01 Resignation of Trustee. The Trustee may resign at any time by giving 30 days' notice in writing to the Employer.

Section 6.02 Removal of Trustee. The Employer may remove the Trustee at any time by giving 30 days' notice in writing to the Trustee.

Section 6.03 Successor Trustee. Upon the resignation or removal of the Trustee, the Plan Administrator shall appoint a successor Trustee who shall have the same powers and duties as those conferred upon the Trustee hereunder. Following the appointment of the successor Trustee, the (former) Trustee shall assign, transfer, and pay over to the successor Trustee the funds and properties then constituting the Trust Fund. The (former) Trustee is authorized, however, to reserve such reasonable sum 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. A successor Trustee is not personally liable for any act or failure to act of any predecessor Trustee except as required by law.

Section 6.04 Report by Trustee. No later than 60 days after its resignation or removal, a Trustee shall furnish to the Plan Administrator a written statement of account with respect to the portion of the year for which the Trustee served. The Plan Administrator, upon receipt of such statement of account, shall acknowledge receipt thereof in writing and advise the (former) Trustee of its approval or disapproval thereof. Failure by the Plan Administrator to disapprove any such statement of account within 30 days after its receipt thereof shall be deemed approval thereof. The approval by the Plan Administrator of the statement of account shall serve to release and discharge the (former) Trustee from any liability or accountability to the Plan Administrator regarding the propriety of the (former) Trustee's 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 (former) Trustee within the prescribed 30-day time period.

Section 6.05 Waiver of Notice. In the event of any resignation or removal of the Trustee, the (former) Trustee and Plan Administrator may in writing waive any notice of resignation or removal as may be provided hereunder.

**ARTICLE VII
AMENDMENT AND TERMINATION OF THE TRUST AGREEMENT**

Section 7.01 Amendment. Any or all of the provisions of this Trust Agreement may be amended at any time and from time to time, in whole or in part, by an instrument in writing executed by the Trustee and approved by a majority of the Participating Employers. No such amendment shall authorize or permit any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Participants and their Dependents or designated Beneficiaries. No such amendment shall cause or permit any portion of the Trust Fund to revert to or become the property of the Employer. No such amendment which has the effect of increasing the rights, duties or obligations of the Trustee may be made without the Trustee's written consent.

Section 7.02 Termination. This Trust Agreement shall continue for such time as may be necessary to accomplish the purpose for which it was created, but may be terminated at any time by the Employer. Upon such termination, or upon the dissolution or liquidation of the Employer, any assets remaining in the Trust Fund after satisfaction of all liabilities to existing Participants and Beneficiaries shall be applied by the Trustee as and when directed by the Plan Administrator or Employer in accordance with the provisions of Article IV of this Trust Agreement and the terms of the Plan.

ARTICLE VIII DISPUTE RESOLUTION

Section 8.1 Dispute Resolution. The parties recognize that disputes may arise in the future concerning the Trust Agreement or any ancillary document executed in connection with the Trust Agreement (a "Dispute"). In the event of a Dispute, the parties shall attempt to settle such Dispute through informal good faith negotiations to reach a just and equitable solution satisfactory to both parties. Notwithstanding the foregoing, nothing in this Section shall preclude any party from commencing arbitration at any time.

Section 8.2 Arbitration. Any Dispute which remains unresolved shall be submitted to binding arbitration in accordance with Chapter 1, Title 9 of the United States Code (United States Arbitration Act). Arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules as supplemented by its Supplementary Procedures for Complex Cases.

Section 8.3 Situs. The situs of the arbitration shall be Wichita, Kansas.

Section 8.4 Number and Qualification of Arbitrators. The arbitration shall be decided by a panel of three (3) neutral arbitrators. AAA shall recommend arbitrators from its commercial panel, giving due regard to the parties' desire to have arbitrators with experience in hearing commercial arbitrations. From such AAA recommended list of arbitrators, the Employer shall appoint an arbitrator and the Trustee shall appoint an arbitrator. The two party-appointed arbitrators shall jointly and promptly appoint the third arbitrator who must be an attorney licensed to practice and in good standing in Kansas, who shall act as chairperson of the panel. Recognizing the intent of the parties to obtain impartial, independent decisions and rulings, each arbitrator shall disclose to the parties and to the other members of the panel, any professional, familial or social relationships, present or past, with any party or counsel. Any party may challenge in writing the appointment or continued service of any arbitrator for lack of independence, partiality or any other cause likely to impair such arbitrator's ability to render a fair and equitable decision. Where such challenge is made to an arbitrator, the AAA shall uphold or dismiss the challenge. In the event the challenge is upheld, such arbitrator shall cease to be a member of the panel. Any arbitrator may be removed upon agreement of the parties.

Section 8.5 Remedies. All decisions or rulings of the panel, as well as any interim or final award, shall be pursuant to the majority vote of the three (3) arbitrators comprising the panel. Except as limited in this Article VIII, the arbitrators shall have authority to award any remedy or relief that a court of Kansas could award or grant, including, without limitation, specific performance of any obligation created under the Trust Agreement, the issuance of an injunction, pre-judgment or post-judgment interest, or the imposition of sanctions for abuse or frustration of the arbitration process.

Section 8.6 Fees and Expenses. The arbitrators shall have the discretion and authority to award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees, in such amounts as the arbitrators deem just. "Costs and Fees" means all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, other out-of-pocket expenses, witness fees and attorneys' fees.

Section 8.7 Finality and Enforcement. Any decision or award rendered by the arbitrators shall be final, binding and conclusive. The decision or award may also be enforced in any other court of competent jurisdiction.

ARTICLE IX MISCELLANEOUS

Section 9.01 **Source of Funds.** The Trust Fund shall constitute the sole source of funds that may be used to pay the benefits awarded under the Plan, and the Employer shall not be liable in any way or in any manner for any such benefits or payments beyond those funds which have been contributed to the Trust.

Section 9.02 **Employer Liability.** The Employer assumes no obligation or responsibility to any of its Participants or their Dependents or designated Beneficiaries for any act, or failure to act, on the part of the Trustee or the Plan Administrator, unless the Employer is the Plan Administrator.

Section 9.03 **Limited Effect of Trust.** Neither the establishment of 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 any other person any legal or equitable right against the Trustee, the Employer, or any officer or employee thereof, except as may otherwise be provided in the Plan or in this Trust Agreement. Under no circumstances shall the terms of employment of any Employee be modified or in any way affected by the Plan or the Trust.

Section 9.04 **Protective Clause.** Neither the Employer nor the Trustee shall be responsible for the validity of any contract of insurance issued in connection with the Plan or the 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.

Section 9.05 **Nonalienation of Benefits.** Benefits payable under the Trust Agreement are not subject in any manner to transfer or assignment, unless such benefits are transferred or assigned (a) for the purpose of providing payment for services provided under the terms of the Plan and/or (b) as expressly permitted under the terms of the Plan. Any attempt to transfer, assign, or otherwise dispose of any right to benefits payable under this Trust Agreement is void. The Employer is not in any manner liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under this Trust Agreement.

Section 9.06 **State Law.** The laws of the state of Kansas will determine all questions arising with respect to the provisions of this Trust Agreement except to the extent superseded by Federal law. If any provision of this Trust Agreement shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of this Trust Agreement.

Section 9.07 **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.

Section 9.08 **Headings.** The headings and sub-headings of this Trust Agreement have been inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

GREENBUSH HEALTH PLANS TRUST AGREEMENT

Execution Page

IN WITNESS WHEREOF, Southeast Kansas Education Service Center – U.S.D. No. 609 d/b/a Greenbush, on behalf of the Employer, and the Greenbush Employee Benefits Committee, as Trustee, execute this amended and restated Greenbush Health Plans Trust Agreement, effective May __, 2025. By executing this amended and restated Trust Agreement, the Trustee accepts the Trust herein created and agrees to be bound hereby.

“EMPLOYER”

**Southeast Kansas Education Service Center – U.S.D. No. 609 d/b/a
Greenbush
on behalf of the Employer**

Signed: _____

Name (print): _____

Title: _____

Date: _____

“TRUSTEE”

Greenbush Employee Benefits Committee

Signed: _____

Name (print): _____

Title: _____

Date: _____