

EXECUTED VERSION

IDA INSURANCE TRUST AGREEMENT

Effective July 23, 2013

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IDA INSURANCE TRUST AGREEMENT

THIS TRUST AGREEMENT is made as of July 23, 2013, by and between the Indiana Dental Association (the "Settlor") and Dr. Mara Catey-Williams, Marion, Indiana; Dr. Steven P. Ellinwood, Fort Wayne, Indiana; Dr. Brian Henry, Lafayette, Indiana; Dr. David R. Holwager, Cambridge City, Indiana; Dr. Paul A. Kolman, Indianapolis, Indiana; Dr. James M. Lipton, Munster, Indiana; Dr. Gregory E. Phillips, Columbus, Indiana; and Dr. Patrick A. Tromley, Evansville, Indiana (collectively, the "Trustees").

WITNESSETH:

WHEREAS, the mission of the Settlor is to support dentists, to promote professionalism, and to improve oral health in the State of Indiana;

WHEREAS, the Settlor wishes to establish a trust to facilitate the establishment and maintenance of a multiple employer welfare arrangement through which its members will be able to obtain certain welfare benefits coverages for their employees and employees' dependents;

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

ARTICLE I Creation and Name

Section 1.01. Creation. The Settlor hereby creates a trust of the following described property: (i) the sum of One Hundred Dollars (\$100.00) paid by Settlor to the Trustees contemporaneously with the execution of this Trust Agreement, the receipt of which is hereby acknowledged by the Trustees, and (ii) such other property as may be added to the Trust by the Settlor or any Participating Employer. The Trustees agree to hold such property subject to the terms and provisions of this Trust Agreement.

Section 1.02. Name. This Trust shall be known as the IDA Insurance Trust.

Section 1.03. Exclusive Benefit. The Trust shall be for the exclusive benefit of the Covered Employees and Covered Dependents of the Participating Employers. No part of the Trust fund shall be used for, or diverted to, other purposes or used other than for the exclusive benefit of the Covered Employees and Covered Dependents of the Participating Employers, except that any taxes and administration expenses for which the Trust is liable may be made from the Trust fund as provided herein.

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ARTICLE II Definitions

For purposes of this Trust Agreement and any amendments hereto, the following terms when capitalized shall have the following meanings, unless a different meaning is plainly required by the context:

Section 2.01. “Arrangement” means the multiple employer welfare arrangement for the provision of self-funded and/or fully insured welfare benefits of which this Trust is a part.

Section 2.02. “Arrangement Manager” means IDA Insurance Services Corporation, an Indiana corporation, or such other person or entity as the Trustees may from time to time appoint to perform or arrange for the performance of the record keeping and other ministerial functions required for the overall operation of the Arrangement.

Section 2.03. “Benefits” shall mean life, sick, accident and all other permissible benefits under law. Benefits may be provided directly to beneficiaries of the Trust or indirectly through the payment of premiums or fees to an insurance company, medical clinic, or other program.

Section 2.04. “Covered Dependent” means, with respect to a Program, an individual who is enrolled in the Program as a qualified dependent of a Covered Employee.

Section 2.05. “Covered Employee” means, with respect to a Program, an individual who is enrolled in the Program as a qualified employee, owner, partner or former employee of a Participating Employer.

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

Section 2.07. “Fiscal Year” shall mean the twelve (12) month period beginning January 1 and ending December 31.

Section 2.08. “Insurance Carrier” means, with respect to a Program, the insurance company that issues insurance policies to the Trust or directly to the Participating Employers.

Section 2.09. “Participating Employer” means any employer that enters into a participation agreement with the Trust and thereby adopts and agrees to be bound by this Trust Agreement and the Arrangement. Each dentist associated with a Participating Employer must be a member of the Settlor.

Section 2.10. “Plan Document” means a written document that sets forth the benefits available under a Program.

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Section 2.11. “Program” means a program that is offered under the Arrangement and is designed to enable Participating Employers to provide or make available welfare benefits to their Covered Employees and Covered Dependents on a self-funded and/or fully insured basis.

Section 2.12. “Program Manager” means, with respect to a Program, IDA Insurance Services Corporation, an Indiana corporation, or such other person or entity as the Trustees may from time to time appoint to perform or arrange for the performance of the record keeping and other ministerial functions required for the operation of such Program.

Section 2.13. “Settlor” means the Indiana Dental Association. Such term shall include its legal successors.

Section 2.14. “Trust” means the legal entity resulting from this Trust Agreement.

Section 2.15. “Trust Agreement” means this IDA Insurance Trust Agreement.

Section 2.16. “Trustees” means the individuals named in this Trust Agreement as the trustees hereunder, and any duly appointed successor trustees acting hereunder.

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ARTICLE III

Arrangement Funded and Implemented by Trust

Section 3.01. Purpose of Trust. The Trust is created and maintained as part of, and to implement, the Arrangement and each of the Programs offered under the Arrangement. The Arrangement is a “multiple employer welfare arrangement” as defined in section 3(40) of ERISA. The Arrangement is intended to enable eligible employers to provide or make available welfare benefit coverages to their eligible employees and such employees’ eligible dependents. The Arrangement is designed to provide benefits only to Covered Employees and Covered Dependents of the Participating Employers.

Section 3.02. Insurance Coverage Limitation. The Benefits provided or made available under the Arrangement and each of the Programs offered under the Arrangement are limited to those set forth in, and are subject to all terms and conditions of, the applicable Plan Documents, including, without limitation, the provisions of such Plan Documents respecting the classes of employees eligible for such benefits, applicable waiting periods, the amount and types of benefits available, and the circumstances under which benefits are not available or may terminate. The obligations of the Participating Employers in respect of a Program offered under the Arrangement include, but are not limited to, providing the Program Manager with such payroll information as may be required for eligibility determinations, abiding by any requirements set forth in the participation agreement and to paying premiums timely to the Trust as may become due.

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ARTICLE IV Administration of Trust

Section 4.01. Arrangement Administration. The Arrangement Manager shall: (i) market the Arrangement to potential new members; (ii) monitor payment of premiums by the Participating Employers to the Trust; (iii) coordinate any payments from the Insurance Carriers to the Trust; (iv) procure stop-loss coverage or insurance policies with respect to the Programs; and (v) perform such other functions as may be necessary for the reasonable administration of the Arrangement.

Section 4.02. Compliance with Disclosure and Reporting Requirements. All Benefits provided or made available by a Participating Employer to its eligible employees and the eligible dependents of its Covered Employees pursuant to the Arrangement or any Program offered under the Arrangement are considered to be provided under an “employee welfare benefit plan” within the meaning of section 3(1) of ERISA that is maintained by a “group or association of employers” within the meaning of section 3(5) of ERISA. The Trustees shall be responsible for preparing and filing any Form 5500 and Form M-1 required to be filed in respect to the employee welfare benefit plan and for complying with any and all other disclosure and reporting requirements applicable in respect of such separate plan.

Section 4.03. Payment of Premiums. Payments due from a Participating Employer for the coverage of its employees and their dependents under any Program shall be made directly to the Trust. The Arrangement Manager shall establish the deadline for payment of the monthly premium. In the event that any Participating Employer fails to deposit sufficient premium by the deadline, interest at the rate of two (2) percentage points in excess of the prime rate at JPMorgan Chase Bank, N.A. or its successor, per annum on all amounts due and unpaid may be charged by the Trustees to such Participating Employer. In determining such interest, the Trustees shall calculate interest on a daily basis using a three hundred sixty-five (365) day year. The Trustees may also charge and such Participating Employer shall pay the costs of collection of such due and unpaid amounts, including, but not limited to, reasonable attorney fees, court costs and other costs of collection. If a Participating Employer fails to deposit sufficient premium by the sixteenth (16th) day of the month, the Trust shall suspend payment of all claims relating to the Participating Employer and employees, spouses and dependents of the Participating Employer. If a Participating Employer fails to deposit sufficient premium by the forty-fifth (45th) day after the premium was originally due, the Trust shall cancel the policy of the Participating Employer retroactively to the day the premium was first due. Notwithstanding the foregoing, the Trustees may reinstate a Participating Employer within sixty (60) days of the date the premium was originally due if the Participating Employer makes payment in full prior to the sixtieth (60th) day and submits a new application to the Trust.

Section 4.04. Insurance Payments. Any payments due or payable to the Trust or any Participating Employer by an Insurance Carrier, including, but not limited to, experience rating refunds, dividends, interest credits or other credits, relating to the Arrangement or any Program, shall be paid to the Trust.

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Section 4.05. Trust Funds. All monies received by or on behalf of the Trust shall be deposited in such bank or banks within the State of Indiana as the Trustees may designate for that purpose, and all withdrawals of money from such bank or banks shall be made only by check, signed by the person or persons authorized by the Trustees to sign and countersign the same, or by wire or other electronic transfer by a person or persons authorized by the Trustees to make such transfers.

Section 4.06. Investments. The Trustees shall have the power and discretion to invest and reinvest any property of the Trust, which they consider not to be required for current expenditures, in federally insured savings accounts, certificates of deposit, money market accounts, bonds, obligations of the United States or any other investments permitted by law, and may sell or otherwise dispose of any such investments at any time and from time to time as they see fit, subject only to any applicable legal and administrative regulations. During the term of this Trust, any interest or profits of any kind earned in such investments, net of expenses and any taxes, shall be accumulated and reinvested in the Trust's fund.

Section 4.07. Liability of Participating Employers. Each Participating Employer shall be bound by the terms of any participation agreement it may execute. Each Participating Employer shall make timely payments of scheduled premiums to the applicable Insurance Carriers.

Section 4.08. Expenses and Taxes. The expenses incurred in the performance of their duties by the Trustees and any authorized representative of the Trustees, including, but not limited to, the fees for legal services, reasonable fees incurred in the administration of the Trust, and all other proper charges and disbursements of the Trustees, shall be paid from the Trust. 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 shall be paid from the Trust. To the extent the Trust fund is insufficient to pay such expenses and taxes, the excess amount shall be proportionately due from the Participating Employers.

Section 4.09. Nonalienation. No portion of the Trust or the benefits or rights under this Trust shall be subject in any manner to any debt, liability, contract, engagement, anticipation, alienation, sale, transfer or assignment, charge, pledge, or encumbrance of any kind. Nor shall any portion of the Trust or any such benefits, or rights, be liable for, or subject to attachment, executions, garnishment, sequestration, voluntary or involuntary alienation or other legal, equitable or other processes, nor shall the same be subject to the debts, obligations, liabilities, torts of any Covered Employee, Covered Dependent, or any beneficiary thereof.

Section 4.10. Audit. The Trustees shall engage an independent qualified public accountant annually to conduct an audit of the Trust. Such audit shall be conducted in accordance with the applicable requirements of ERISA and generally accepted accounting principles.

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Section 4.11. Bonding. Each fiduciary of the Trust, unless exempted under ERISA, shall be bonded in an amount not less than ten percent (10%) of the amounts of assets of the Trust handled by such fiduciary; provided, however, such bond shall be not less than One Thousand Dollars (\$1,000.00) nor more than Five Hundred Thousand Dollars (\$500,000.00) unless otherwise required by law. The expense of such bond shall be paid from the Trust.

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ARTICLE V Trustees

Section 5.01. Appointment of Initial Trustees. The initial Trustees shall be appointed by the Settlor and shall serve initial terms between one and three years.

Section 5.02. Initial Trustees; Acceptance of Trust. The Settlor has appointed the following eight (8) individuals as the initial Trustees of the Trust: Dr. Mara Catey-Williams, Marion, Indiana; Dr. Steven P. Ellinwood, Fort Wayne, Indiana; Dr. Brian Henry, Lafayette, Indiana; Dr. David R. Holwager, Cambridge City, Indiana; Dr. Paul A. Kolman, Indianapolis, Indiana; Dr. James M. Lipton, Munster, Indiana; Dr. Gregory E. Phillips, Columbus, Indiana; and Dr. Patrick A. Tromley, Evansville, Indiana. The initial Trustees, by signing this Trust Agreement, accept the Trust and agree to carry out the provisions of the Arrangement, the Arrangement Programs and this Trust Agreement to be carried out by the Trustee.

Section 5.03. Qualifications of Trustees. All Trustees must be employed by or maintain an ownership interest in a Participating Employer. In addition, all Trustees must reside in the State of Indiana. No employee of the Settlor or the Arrangement Manager shall be elected to serve as a Trustee.

Section 5.04. Election of Successor Trustees. After each initial Trustee serves his or her initial term, each Trustee position shall be elected by the Participating Employers. Except as provided in Section 5.01, each Trustee shall serve a three year term and may be elected to successive terms. Any successor Trustee shall have the rights, powers, privileges, liabilities and duties of a Trustee as set forth in this Trust Agreement; provided, however, that any such successor or additional Trustee shall have no liability for the prior acts or omissions of the other Trustees or any predecessor Trustee.

Section 5.05. Resignation or Removal of Trustee. A Trustee may resign at any time by giving at least fifteen (15) days prior written notice of such resignation to the Settlor and the other Trustees. A Trustee may be removed, with or without cause, upon an affirmative vote of seventy five percent (75%) of the other Trustees.

Section 5.06. Action by Trustees. The following provisions shall apply:

Clause 5.06(a). Majority Action. Except as otherwise specifically provided herein, any action by the Trustees hereunder shall be pursuant to the decision of the majority of the Trustees, but the Trustees may delegate to any single Trustee the signing of checks, the endorsement of stock certificates, the execution of transfer instruments and the signing of tax returns and governmental reports.

Clause 5.06(b). Reliance of Third Parties. Any third party shall be entitled to rely conclusively on any writing signed by a majority of the Trustees authorizing any one or more of the Trustees to execute or endorse any document or instrument on behalf of the Trust.

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Section 5.07. Trustee Powers. 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 Trustees' sole discretion:

- (a) To purchase, or subscribe for, any securities or other property and to retain the same in trust;
- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by Trustees, by private contract or at public auction, and any sale may be made for cash or upon credit, or partly for cash and partly upon credit. No person dealing with Trustees shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition;
- (c) 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 fund;
- (d) To cause any securities or other property held as part of the Trust fund to be registered in Trustees' own names or in the name of one or more of Trustees' nominees, and to hold any investments in bearer form, but the books and records of Trustees shall at all times show that all such investments are part of the Trust fund;
- (e) To borrow or raise money for the purposes of the Trust in such amount, and upon such terms and conditions, as 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 fund; and no person lending money to Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;
- (f) To keep such portion of the Trust fund in cash or cash balances as Trustees may, from time to time, deem to be in the best interests of the trust created hereby, without liability for interest thereon;
- (g) To accept and retain for such time as Trustees may deem advisable any securities or other property received or acquired by Trustees hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

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- (h) 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;
- (i) To settle, compromise, or submit to arbitration any claims, debts, or damages to or owing to or from the Trust fund, to commence or defend suits or legal or administrative proceedings, and to represent the Trust fund in all suits and legal and administrative proceedings;
- (j) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, such agents or counsel may or may not be agents or counsel for Settlor; (The functions of any such person engaged by the Trustees shall be limited to the specific services and duties for which such person is engaged, and such person shall have no other duties, obligations or responsibilities in respect of the Trust.)
- (k) To acquire interests in publicly-traded real estate investment trusts, REIT, but not to otherwise acquire real estate or interests therein;
- (l) To invest funds of the Trust fund in night deposits or savings accounts bearing a reasonable rate of interest in a Trustees' bank;
- (m) To invest in Treasury Bills and other forms of United States government obligations;
- (n) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;
- (o) To insure the Trust fund against damage or loss and Trustees against liability with respect to third persons, and to purchase insurance for Plan fiduciaries, e.g., fiduciary insurance, or for the Plan to cover liability or losses occurring by reason of the act or omission of a fiduciary;
- (p) Except as otherwise limited in this Agreement, to invest the Trust fund in any form of investment permitted by Indiana law for governmental or nongovernmental entities, and to sell or otherwise dispose of any such investments from time to time as Trustees deem necessary and appropriate; and
- (q) To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as Trustees may deem necessary to administer the Trust fund, and to carry out the purposes of this Trust.

Section 5.08. Interpretation of Trust Agreement. The Trustees will have full power and authority to construe the provisions of the Trust Agreement. Any such construction of this Trust Agreement shall be binding upon all persons, except if such construction is in direct conflict with the specific language of this Trust Agreement.

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Section 5.09. Compensation of Trustees. Trustees shall receive no compensation for their services as Trustees. However, the Trustees shall be reimbursed by the Trust for all reasonable and necessary expenses which the Trustees may incur in the performance of their duties.

Section 5.10. Duties. Trustees shall discharge their duties under this Agreement solely in the interest of the Covered Employees and Covered Dependents of the Participating Employers and for the exclusive purpose of providing benefits to such persons and defraying reasonable expenses of administering the Trust, 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 Agreement and otherwise applicable law, as this Agreement and applicable law may be from time to time amended. In addition, in the exercise of any discretionary authority, Trustees shall act in a consistent and nondiscriminatory manner, treating beneficiaries in similar circumstances in a similar manner. The duties and obligations of Trustees as such shall be limited to those expressly imposed upon Trustees by this Agreement notwithstanding any reference herein to the Plan, or the provisions thereof. Even though Trustees may be participants entitled to Program Benefits, it is hereby expressly agreed that each Trustee is **not** a party to the Program.

Section 5.11. Responsibility of Trustees. The Trustees shall be free from all liability for their acts and conduct in the administration of the property of the Trust and for any losses incurred in the administration of the Arrangement or its Programs, except to the extent such losses are caused by the willful misconduct of the Trustees. However, the foregoing shall not be deemed to relieve the Trustees from liability for failing to fulfill any responsibility, obligation or duty that it may have pursuant to ERISA.

Section 5.12. Indemnification of Trustees. Trustees shall not be responsible in any respect for administering any Program nor shall Trustees be responsible for the adequacy of contributions to the Trust fund to meet or discharge any payments or liabilities under the Arrangement or any Program. In the event and to the extent not insured against by an insurance company pursuant to the provisions of any applicable insurance policy, the Participating Employers shall indemnify and hold harmless the Trustees from any and all claims, demands, suits or proceedings in connection with the Arrangement, any of its Programs or the Trust that may be brought by a Participating Employer, Covered Employee or Covered Dependent, or by the legal representatives of any of the foregoing, or by any other person, corporation, entity, government or agency thereof; provided, however, that such indemnification shall not apply to a Trustee for such Trustee's acts of willful misconduct in connection with the Arrangement, any of its Programs or the Trust.

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Section 5.13. Accounting. The Trustees shall keep accurate and detailed accounts of all investments, receipts, disbursements, and other transactions hereunder as may be required by ERISA, and all such accounts or other records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Participating Employers. The Trustees shall not be obligated to deliver a written statement of accounts to an income beneficiary of the Trust, if any, or his personal representative on an annual basis. The terms of the Uniform Principal and Income Act shall not apply to this Trust.

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ARTICLE VI Amendment and Termination

Section 6.01. Amendment of the Trust. This Trust Agreement may be amended by the Settlor at any time or from time to time and in any manner, and the provisions of any such amendment may be made applicable to the property of the Trust as constituted at the time of the amendment as well as to the part of the property of the Trust subsequently acquired; provided, however, that no such amendment shall alter the identity, duties or liabilities of the Trustees without their written consent. Furthermore, no 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 Covered Employees and Covered Dependents. Any amendment to this Trust Agreement shall be effected by a written instrument delivered to the Trustees.

Section 6.02. Termination of Trust. The Settlor contemplates that the Arrangement will be permanent and that this Trust will be a permanent part of the Arrangement and its Programs. Nevertheless, in recognition of the fact that future conditions and circumstances cannot be entirely foreseen, the Settlor reserves the right to terminate this Trust and the subsequent issuance of written notices of such termination delivered to the Trustees and the Participating Employers. In the event the Settlor resolves to terminate the Trust, the Trust will continue past the date of the Settlor's action to terminate this Trust and will terminate not less than sixty (60) days from the date of the Settlor's termination action. Notwithstanding any provision to the contrary, if the Trust shall violate any rule against perpetuities, accumulation or other similar law, the Settlor shall terminate such Trust on the date limited by such rule or law.

Section 6.03. Distribution Upon Termination In the event of termination of the Trust, the Trustees shall apply all funds and pay any and all obligations of the Trust. Any remaining funds shall be distributed to the Participating Employers pro rata based upon premiums paid to the Trust during the six (6) month period prior to the Settlor's termination action.

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ARTICLE VII Participating Employers

Section 7.01. New Participating Employers. A Participating Employer may join the Trust upon approval by the Arrangement Manager. New Participating Employers may be admitted subject to the payment of such sums or the imposition of such conditions as shall be established at the time an offer of participation in the Trust is made. New Participating Employers shall be required to serve an initial participation period of at least two (2) full Fiscal Years. Participating Employers will also be required to enter into a separate participation agreement with the Trust.

Section 7.02. Withdrawal. No Participating Employer may withdraw from the Trust until the later of: (a) December 31, 2015; or (b) the completion of participation in the Trust for two (2) full Fiscal Years. Thereafter, a Participating Employer may elect to withdraw at the end of a Fiscal Year by providing at least six (6) months advance written notice to the Arrangement Manager and the Trustees. If a Participating Employer fails to provide at least six (6) months advance written notice prior to the end of the Fiscal Year, the Participating Employer shall be obligated to participate in the Trust during the following Fiscal Year.

A Participating Employer that withdraws from the Trust shall not have any right or interest in any asset of the Trust. Notwithstanding the foregoing, the Trust shall pay claims of the Covered Employees and Covered Dependents of the withdrawing Participating Employer incurred prior to date of such withdrawal, but not reported until after said Participating Employer has withdrawn from the Trust, provided that the Participating Employer properly withdraws from the Trust in accordance with the terms of this Trust Agreement. In the event that a Participating Employer withdraws in violation of this Trust Agreement: (a) the Trust shall not pay any claims that are reported to the Trust after the date of withdrawal, (b) such Participating Employer shall be fully responsible for the payment of such claims, and (c) such Participating Employer shall indemnify and hold the Trust harmless for the payment of such claims.

Upon withdrawal, Participating Employer shall pay to the Trust any costs or expenses due or owing at the time of withdrawal. In the event that the Participating Employer fails to pay such amounts within thirty (30) days after the effective date of withdrawal from the Trust, the Trust may pursue any and all legal actions as it deems in its sole discretion to be appropriate in collecting such funds, and shall be entitled to reimbursement from the Participating Employer for any legal fees and costs incurred in connection with such actions, as well as interest.

Section 7.03. Rescission of Notice of Withdrawal. A Participating Employer who has given written notice of withdrawal to the Trust may rescind said notice within ninety (90) days after delivery of said notice of withdrawal. Such rescission shall be effective only if it is approved by a majority vote of the Trustees. If written request to rescind is delivered more than ninety (90) days after notice of withdrawal was provided, but prior to the effective date of withdrawal, the withdrawal notice shall be rescinded only upon written approval by all Trustees.

Section 7.04. Readmission. Participating Employers who withdraw from the Trust may not be readmitted to the Trust for two (2) years following the effective date of their withdrawal.

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Section 7.05. Expulsion. Nonpayment of premium shall result in expulsion from the Trust automatically without formal action of the Trustees in accordance with Section 4.03.

In addition, by the vote of at least two-thirds (2/3) of the Trustees, any Participating Employer may be expelled from the Trust for one or more of the following reasons:

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

(b) Failure of each dentist associated with a Participating Employer to remain a member of the Settlor;

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

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

(e) Such other matter that the Trustees determine to be materially detrimental to the ongoing administration of the Trust.

Except for nonpayment of premium, no Participating Employer may be expelled except after written notice from the Trustees of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The notice shall specify that the Participating Employer shall be expelled unless the failure is cured and the date upon which expulsion shall occur if no hearing is requested.

The Participating Employer, in writing, may request a hearing before the Trust (except in cases of nonpayment of premium). The request shall be made prior to the date by which the failure is to be cured. The date for the hearing will be set by the President, who shall call for a Trust meeting to take place. The date for a hearing shall not be less than seven (7) days after the expiration of the time to cure has passed. A decision by the Trustees to expel a Participating Employer after notice and hearing and a failure to cure the alleged defect shall be final, binding and conclusive unless it shall be finally determined by a court that the Trust committed a gross abuse of discretion. After a hearing, the Trustees may establish the date at which the expulsion of the Participating Employer shall be effective at any time not less than forty (40) days after the vote expelling the Participating Employer has been made by the Trustees.

Notwithstanding the foregoing, if the date of expulsion is less than forty (40) days before the beginning of the next Fiscal Year, the Trust may expel at the end of the Fiscal Year. If the motion to expel the Participating Employer made by the Trustees or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place forty (40) days after the vote expelling the Participating Employer, or at the beginning of the next Fiscal Year, whichever date is sooner. After expulsion, the former Participating Employer shall

IDA Insurance Trust Agreement

continue to be fully obligated for all obligations which were created during the term of its membership as if it was still a Participating Employer of the Trust.

IDA Insurance Trust Agreement

ARTICLE VIII ACCESS TO CLAIMS INFORMATION

Section 8.01. Access to Limited Claims Information. A Participating Employer shall be entitled to limited claims information relating to the Trust only upon submission of a written notice of withdrawal in accordance with this Section 8.01. Upon submission of a written notice of withdrawal, the Trust shall provide the Participating Employer with the following information for the previous thirty-six (36) months or any lesser period as requested by the Participating Employer: (1) total claims experience relating to the Participating Employer; (2) large claims experience relating to the Participating Employer; (3) premium payments and enrollment figures relating to the Participating Employer; and (4) rate history relating to the Participating Employer. This information shall be provided by the Arrangement Manager within a reasonable period of time upon request by a Participating Employer that has submitted a written notice of withdrawal. The Trust or its Arrangement Manager shall not make any such disclosure if such disclosure would violate any federal, state or local laws, including, but not limited to, the HIPAA Privacy Rule.

Section 8.02. Beneficiary Access to Information. Covered Employees and other individual beneficiaries of the Trust shall have the right to access and amend their own protected health information to the extent set forth by the HIPAA Privacy Rule. Covered Employees and other individual beneficiaries of the Trust shall also be entitled to review aggregate, de-identified claims information relating to beneficiaries of the entire Trust. However, except as provided in this Article VIII or approved by an affirmative vote of the Trustees, Covered Employees and other individual beneficiaries shall not be entitled to information concerning any other matter related to the administration of the Trust and shall not have the right to inspect the Trust property, the Trustees' accounts, or any other documents concerning the administration of the Trust, including, but not limited to, claims experience of some or all beneficiaries who receive medical coverage through a specific Participating Employer.

IDA Insurance Trust Agreement

ARTICLE IX MEWA Final Rule

Section 9.01. Regulation by the Indiana Department of Insurance. The Trust is subject to regulation by the Indiana Department of Insurance pursuant to Indiana Code § 27-1-34-1. The Trust is not an insurance company.

Section 9.02. Fully Assessable Contract. This is a fully assessable contract. In the event the Trust is unable to pay its obligations, the Participating Employers will be required to contribute through an equitable assessment the money necessary to meet any unfulfilled obligations.

Section 9.03. Examination by Indiana Department of Insurance. The Commissioner of the Indiana Department of Insurance or any person appointed by the Commissioner shall have the power to examine the affairs of the Trust and, for such purposes, shall have free access to all the books, records, and documents that relate to the business of the Trust and may examine under oath its Trustees or directors, officers, agents, and employees in relation to the affairs, transactions, and conditions of the Trust. Expenses of the examination shall be paid for by the Trust as provided in Indiana Code § 27-1-34-6. The examination shall be conducted in accordance with Indiana Code § 27-1-3.1 and may cover financial or market conduct issues.

IDA Insurance Trust Agreement

ARTICLE X Miscellaneous

Section 10.01. Taxable Trust. The Trust is not intended to qualify for a tax exemption under the Internal Revenue Code. Accordingly, the Trust will be required to recognize as taxable income its annual earnings less deductions for administrative expenses and benefits distributed to or on behalf of Covered Employees and Covered Dependents. Any capital gains realized during a taxable year shall be treated as income for purposes of determining the Trust's distributable net income.

The Trust has not been established to provide post-retirement medical benefits, and the Trust shall be construed and administered in a manner that it will not be subject to any tax imposed by section 4976 of the Internal Revenue Code.

Section 10.02. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, and this Agreement will be construed as if such invalid or unenforceable provision were omitted (but only to the extent that such provision cannot be appropriately reformed or modified).

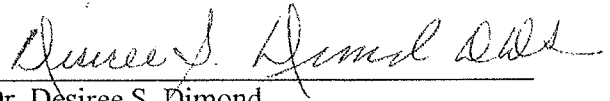
Section 10.03. Protective Clause. Neither Settlor nor Trustees shall be responsible for the validity of any contract of insurance issued in connection with the Arrangement or Trust or for the failure on the part of any insurer to make payments provided by such contract, or for the action of any person which may delay payment or render a contract null and void or unenforceable in whole or in part.

IDA Insurance Trust Agreement

ARTICLE XI
Applicable Law and Execution

This Trust Agreement was made by Settlor and accepted by Trustees in the State of Indiana. All questions pertaining to the validity and construction of the Trust or this Trust Agreement shall be determined in accordance with the laws of the State of Indiana to the extent such laws apply and are not preempted by ERISA. Questions of administration of the Trust may be determined in accordance with the laws of the principal place of its administration to the extent such laws apply and are not preempted by ERISA. The initial place of administration of the Trust shall be the State of Indiana.

IN WITNESS WHEREOF, the Settlor enters into this IDA Insurance Trust Agreement with the Trustees and agrees to abide by the terms and conditions of this Trust Agreement, as it may be amended from time to time.



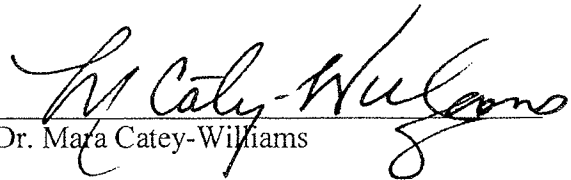
Dr. Desiree S. Dimond
President, Board of Trustees
Indiana Dental Association

7-29-13


Date

IDA Insurance Trust Agreement

IN WITNESS WHEREOF, Dr. Mara Catey-Williams enters into this IDA Insurance Trust Agreement with the Settlor and the other Trustees and agrees to abide by the terms and conditions of this Trust Agreement, as it may be amended from time to time.



Dr. Mara Catey-Williams

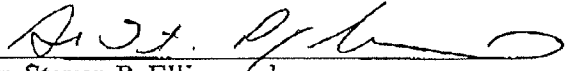


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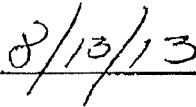
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IDA Insurance Trust Agreement

IN WITNESS WHEREOF, Dr. Steven P. Ellinwood enters into this IDA Insurance Trust Agreement with the Settlor and the other Trustees and agrees to abide by the terms and conditions of this Trust Agreement, as it may be amended from time to time.



Dr. Steven P. Ellinwood




Date

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IDA Insurance Trust Agreement

IN WITNESS WHEREOF, Dr. Brian Henry enters into this IDA Insurance Trust Agreement with the Settlor and the other Trustees and agrees to abide by the terms and conditions of this Trust Agreement, as it may be amended from time to time.



Dr. Brian Henry

7-27-13

Date

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IDA Insurance Trust Agreement

IN WITNESS WHEREOF, Dr. Patrick A. Tromley enters into this IDA Insurance Trust Agreement with the Settlor and the other Trustees and agrees to abide by the terms and conditions of this Trust Agreement, as it may be amended from time to time.

Patrick A. Tromley DDS
Dr. Patrick A. Tromley

7/30/2013
Date

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IDA Insurance Trust Agreement

IN WITNESS WHEREOF, Dr. David R. Holwager enters into this IDA Insurance Trust Agreement with the Settlor and the other Trustees and agrees to abide by the terms and conditions of this Trust Agreement, as it may be amended from time to time.

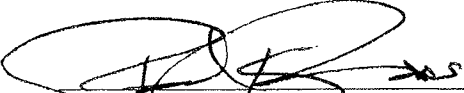

Dr. David R. Holwager

7/28/13
Date

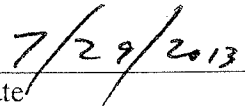
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IDA Insurance Trust Agreement

IN WITNESS WHEREOF, Dr. Paul A. Kolman enters into this IDA Insurance Trust Agreement with the Settlor and the other Trustees and agrees to abide by the terms and conditions of this Trust Agreement, as it may be amended from time to time.



Dr. Paul A. Kolman

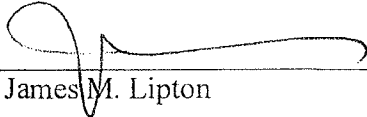


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IDA Insurance Trust Agreement

IN WITNESS WHEREOF, Dr. James M. Lipton enters into this IDA Insurance Trust Agreement with the Settlor and the other Trustees and agrees to abide by the terms and conditions of this Trust Agreement, as it may be amended from time to time.



Dr. James M. Lipton

7/29/13

Date

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IDA Insurance Trust Agreement

IN WITNESS WHEREOF, Dr. Gregory E. Phillips enters into this IDA Insurance Trust Agreement with the Settlor and the other Trustees and agrees to abide by the terms and conditions of this Trust Agreement, as it may be amended from time to time.



Dr. Gregory E. Phillips

7/29/13

Date

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