

**VEBA TRUST AGREEMENT
GOVERNMENTAL EMPLOYERS
(Non-ERISA)**

by and between

City of Tempe
EMPLOYER

And

Genesis Employee Benefits, Inc.
PLAN ADMINISTRATOR

and

ING National Trust Company

**VEBA TRUST AGREEMENT
GOVERNMENTAL EMPLOYERS
(Non-ERISA)**

THIS VEBA TRUST AGREEMENT is made and entered into by and between City of Tempe (the "Employer"), Genesis Employee Benefits, Inc. (the "Plan Administrator") and ING National Trust Company (the "Trustee") effective as of the 1st day of September, 2013.

WITNESSETH:

WHEREAS, the Employer has heretofore adopted an employee benefit plan establishing a funded health reimbursement plan which is named in Exhibit A attached hereto (the "Plan") the purpose of which is to provide eligible employees and their dependents and beneficiaries as defined in the Plan the opportunity to receive reimbursement for eligible medical expenses as defined in the Plan; and

WHEREAS, the Employer intends that the Trust hereby established, when taken together with the Plan, shall constitute a "voluntary employees' beneficiary association" under Section 501(c)(9) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Plan Administrator has been appointed with authority and responsibility to manage and direct the operation and administration of the Plan; and

WHEREAS, the Plan Administrator has reviewed the applicable disclosure material and fund prospectuses and signed the application documents necessary to fund all or a part of the Plan through a Group Funding Agreement ("ILIAC Contract") offered by ING Life Insurance and Annuity Company ("ILIAC"); and

WHEREAS, the Employer wishes to appoint the Trustee as trustee of the Plan for the sole purpose of holding the ILIAC Contract in accordance with the terms and conditions of this Trust Agreement; and

WHEREAS, the Trustee intends to appoint ILIAC as its agent in connection with the administration of the Trust Fund.

NOW THEREFORE, the Employer, Plan Administrator and the Trustee, each intending to be legally bound, agree as follows:

SECTION 1 – ESTABLISHMENT AND OPERATION OF TRUST

1.1 Appointment of ILIAC as Agent and Acceptance of Trustee. The Employer hereby establishes with the Trustee a fund consisting of the ILIAC Contract which shall be held by the Trustee in trust in accordance with this Trust Agreement (the "Trust Fund"). Unless expressly agreed to by the Trustee, the Trust Fund shall not include any assets other than such ILIAC Contract. The Trustee shall have no responsibility for such assets until it has received a signed copy of this Trust Agreement, ILIAC has issued the ILIAC Contract to the Trustee, and the Trustee fees for the current period have been received. The Trustee hereby accepts its appointment, acknowledges that it assumes the duties established by this Trust Agreement, and agrees to be bound by the terms contained herein. The Trustee hereby appoints ILIAC as its agent with respect to the administration of the Trust Fund.

1.2 Trustee Responsibilities. The Trustee shall receive and hold the Trust Fund on behalf of Plan participants and beneficiaries in accordance with the terms of this Trust Agreement. The duties of the Trustee hereunder shall be to act solely in accordance with the instructions of the Plan Administrator or Authorized Parties in accordance with Sections 2.2 and 2.3 of this Trust Agreement ("Authorized Instructions"). Nothing in this Trust Agreement is intended to give the Trustee any discretionary responsibility, authority or control with respect to the management or administration of the Plan or the management of the assets of the Plan. Further, the Trustee is not a party to the Plan and has no duties or responsibilities other than those that may be expressly contained in this Trust Agreement and applicable law. In any case in which a provision of this Trust Agreement conflicts with any provision in the Plan, this Trust Agreement shall control. The Trustee shall be liable only for the safe-guarding and administration of the Trust Fund in accordance with the provisions of this Trust Agreement, and any amendments and supplements thereto.

1.3 Purpose. The purpose of this Trust is to provide a source of funding for the Plan, which provides certain benefits for the Employer's eligible employees who become participants. The Employer intends the Trust to qualify as a tax exempt trust of a voluntary employees' beneficiary association ("VEBA") within the meaning of Section 501(c) (9) of the Code and the regulations issued thereunder. Should the income of the trust become subject to unrelated business income tax, the Employer shall so notify the Trustee. The Employer established the Trust to provide funding only for benefits that are permitted to be provided by a VEBA under Code Section 501(c)(9) of the Code and that are payable to eligible employees of the Employer and their dependents and beneficiaries as defined in the Plan.

1.4 Exclusive Benefit. This Trust shall be maintained for the exclusive benefit of participants and their dependents and beneficiaries and, to the extent permitted by the Plan, the payment of reasonable Plan administration expenses. Except as provided under applicable law or other otherwise provided in Section 1.6 below, no part of the Trust Fund shall be used for, or diverted to any purpose other than stated in this Section 1.6.

1.5 Contributions. All Plan contributions and transfers of assets shall be made to ILIAC as agent of the Trustee consistent with its administrative practices under the ILIAC Contract. The Plan Administrator shall have the sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan and for the transmittal of contributions or other amounts to ILIAC as agent of the Trustee for deposit to the ILIAC Contract. The Trustee shall have no duty or responsibility (a) to determine the amounts to be contributed to or transferred to the Plan or on behalf of the participants of the

Plan, (b) to collect any contributions or transfers to the Plan or to enforce the collection of any such contributions or transfers, or (c) for the adequacy of amounts deposited to the Trust Fund to meet and discharge any of the Plan's liabilities.

1.6 Return of Contributions. The Employer agrees that at no time prior to the satisfaction of all liabilities to participants and their dependents and beneficiaries under the Plan shall any part of the net earnings of the Trust Fund inure to the benefit of the Employer or any individual other than through the payment of benefits permitted by such Plan and this Trust Agreement, nor shall any part of the corpus or income of the Trust be used for, or diverted to, purposes other than for the exclusive benefit of the Plan's participants and their dependents and beneficiaries. Notwithstanding the foregoing, (a) contributions made by the Plan Administrator based upon mistake of fact may be returned to the Plan Administrator within one year of such contribution, and (b) as all contributions to the Plan are conditioned on qualification of the Plan as exempt from tax under Section 501(a) of the Code, the contribution may be returned within one year after the date of denial of qualification of the Plan. The Trustee shall return contributions under this Section 1.6 only in accordance with Authorized Instructions and the Trustee shall have no duty to determine whether the return of such contributions is permitted under this Section 1.6 and the Plan.

1.7 Distributions. The Trustee shall make distributions and disbursements from the Fund solely in accordance with Authorized Instructions. The Plan Administrator agrees that the Trustee shall not have any responsibility or duty under this Trust Agreement to see to the proper application of any payment, to determine the tax effect of any payment, or to determine whether a distribution or disbursement to any person paid in accordance with Authorized Instructions is appropriate under the terms of the Plan and applicable law. The Plan Administrator may open a benefit account, including through a commercial checking account in a federally insured banking institution. The Plan Administrator shall have the responsibility to assure that any such commercial banking account is established and maintained in accordance with applicable law and is properly insured, as applicable. The Trustee shall have no responsibility to question the propriety of any direction of the Plan Administrator to make transfers from the Trust Fund to the benefit account, to account for funds retained in or disbursed from the benefit account, or to pay any tax arising by reason of any benefit payment. The Plan Administrator shall have sole responsibility for any tax reporting or withholding of any distribution and the Trustee shall have no responsibility or duty for tax compliance related to any distribution.

1.8 Trust Qualification. The Trust is intended to qualify as a tax-exempt trust under Code Section 501(a) such that it may be part of a plan that is qualified under Code Section 501(c)(9) as a "voluntary employees' beneficiary association." The Employer shall be solely responsible for ensuring the compliance of the Plan and Trust with the applicable sections of the Code, and the Trustee may assume, unless advised to the contrary that the Plan is qualified and that the Trust is entitled to tax exemption. If the Plan ceases to be qualified within the meaning of Code Section 501(c)(9), the Employer shall notify the Trustee of the same as promptly as is reasonable, and such notice shall include Authorized Instructions to the Trustee as to the disposition of the assets remaining in the Trust. If the qualification of the Tax as exempt from tax under Section 501(a) of the Code is denied, the Trust Agreement may be restated as a governmental trust under Section 115 of the Code, and in such event, all assets of the Plan will remain in the Trust Fund pursuant to the terms of the restated Trust Agreement. It is intended

that this Trust Agreement be construed so that no disqualified benefit (within the meaning of Section 4976 of the Code) be provided hereunder

SECTION 2 – AUTHORITIES

2.1 Authority to Execute Agreement. The Plan Administrator hereby certifies that it has the power and authority to enter into this Trust Agreement on behalf of the Plan. The person signing below as representatives of the Plan Administrator warrants, as an individual, that he/she is an authorized representative of the Plan Administrator, all signatures are genuine and the person indicated is authorized to sign.

2.2 Authorized Parties. The Plan Administrator shall concurrently with the execution of this Trust Agreement, furnish ILIAC, as the agent of the Trustee, with a written list of the names, signatures, and extent of authority of all persons authorized to direct the Trustee and otherwise act on behalf of the Plan Administrator under the terms of the Plan. Such persons designated by the Plan Administrator to act on its behalf hereunder are "Authorized Parties". The Trustee and ILIAC, shall be entitled to rely on and shall be fully protected in acting upon directions, instructions, and any information provided by an Authorized Party until notified in writing by the Plan Administrator of a change of the identity or extent of authority of an Authorized Party.

2.3 Authorized Instructions. All directions and instructions to the Trustee from an Authorized Party ("Authorized Instructions") shall be sent to ILIAC, as the agent of the Trustee, in writing, transmitted by mail (including electronic mail) or by facsimile according to ILIAC's established procedures. The Trustee and ILIAC, shall be entitled to rely on and shall be fully protected in acting in accordance with all such directions and instructions which it reasonably believes to have been given by an Authorized Party and in failing to act in the absence thereof.

SECTION 3 – POWERS OF THE TRUSTEE

3.1 General Powers of the Trustee. In administering the Trust Fund, the Trustee shall be specifically authorized to:

(a) In accordance with the Authorized Instructions, receive, hold and maintain custody of the ILIAC Contract;

(b) Hold securities or other Plan property in book entry form or through another agent or nominee, including without limitation in an omnibus account arrangement, provided that the Trustee's records clearly indicate that such securities or other property are held for the exclusive benefit of the Plan and its participants and beneficiaries;

(c) Appoint domestic agents, including but not limited to ILIAC, sub-trustees, sub-custodians or depositories (including affiliates of the Trustee) as to part or all of the Trust Fund, except that the indicia of ownership of any asset of the Trust Fund shall not

be held outside the jurisdiction of the District Courts of the United States unless in compliance with Section 404(b) of ERISA and regulations thereunder, if applicable;

(d) Collect income payable to and dividends or other distributions due to the Fund and sign on behalf of the Plan any declarations, affidavits, and certificates of ownership required to collect income and principal payments, and if requested by the Plan Administrator, sign required governmental filings;

(e) Until Authorized Instructions have been received, hold the assets of the Fund uninvested, or invest the assets of the Trust Fund in bank accounts of any bank;

(f) Commence or defend suits or legal proceedings and represent the Trust Fund in all suits or legal proceedings in any court or before any other body or tribunal as the Trustee shall deem necessary to protect the Trust Fund provided, however, that the Trustee shall not be obligated to do so unless it has been indemnified by the Plan Administrator and the Plan against all expenses and liabilities sustained in connection with such action;

(g) Employ suitable agents and legal counsel, who may be counsel for the Plan Administrator. The Trustee shall be entitled to rely on and may act upon advice of counsel on all matters, and, if the use of such counsel is authorized by the Plan Administrator, the Trustee shall be without liability for any action reasonably taken or omitted pursuant to such advice;

(h) Make, execute and deliver any and all documents, agreements or other instruments in writing as is necessary or desirable for the accomplishment of any of the powers and duties in this Trust Agreement; and

(i) Generally take any action, whether or not expressly authorized, which the Trustee may deem necessary or desirable for the fulfillment of its duties hereunder.

3.2 Power to Do All Necessary Acts. To the extent not inconsistent with the express provisions hereof, enumeration of any power herein shall not be by way of limitation, but shall be cumulative and construed as full and complete power in favor of the Trustee. In addition to the authority specifically granted herein, the Trustee shall have such power to do all acts as may be deemed necessary for full and complete management of the Trust Fund and appropriate to carry out the purposes of the Trust Fund, and shall further have all powers and authorities conferred upon trustees by the laws of the state of Connecticut.

SECTION 4 - INVESTMENT OF THE FUND

4.1 Selection of Investments; Prohibition on Investment Advice. The Trustee shall have no discretion over the investment of the Trust Fund, no responsibility for the selection of the ILIAC Contract or the selection of investment options for the Trust Fund, and shall not render investment advice to any person in connection with the ILIAC Contract or investment options available thereunder. Except to the extent required by applicable law, the Trustee shall have no duty or responsibility to review, initiate action, or make recommendations regarding the Trust Fund and the Trustee shall retain assets until it receives Authorized Instructions from the

Plan Administrator regarding disposal of them. The Plan Administrator shall have all power over and responsibility for the management, disposition, and investment of the Trust Fund, and the Trustee shall comply with Authorized Instructions of the Plan Administrator concerning the Trust Fund. The Plan Administrator represents to the Trustee that it shall not issue Authorized Instructions that violate the terms of the Plan and the Trust Agreement or that are prohibited by applicable law. The Trustee shall have no duty or responsibility for (a) selecting or providing advice with respect to the selection of any investment options offered under the Plan, (b) determining or reviewing any securities or other property purchased for or held by the Plan, or (c) providing advice with respect to the purchase, retention, redemption, or sale of any securities or other property for the Plan. In the event the Plan Administrator has selected particular investment options offered by ILIAC under the ILIAC Contract into which Plan assets previously invested with another investment provider are to be invested (a procedure known as "mapping"), the Trustee shall have no responsibility for the selection or investment of such assets in such investment options.

4.2 Authorized Instructions. The Plan Administrator shall have the exclusive right, in accordance with the provisions of the Plan, to direct the investment by the Trustee of all amounts allocated to this Trust Fund among the investment options available under the ILIAC Contract and any other available investments. All Authorized Instructions provided to the Trustee by the Plan Administrator shall be timely furnished. In making any investment of the Trust Fund, the Trustee shall be entitled to rely on such Authorized Instructions furnished to it by the Plan Administrator in accordance with the Plan Administrator's approved rules and procedures, and shall be under no duty to make any inquiry or investigation with respect thereto. If the Trustee receives any contribution under the Plan that is not accompanied by Authorized Instructions directing its investment, the Trustee or ILIAC as agent of the Trustee, may, in its discretion, hold uninvested or return all or a portion of such contribution without liability for loss of income or appreciation pending receipt of an Authorized Instruction.

SECTION 5 – REPORTING AND RECORDKEEPING

5.1 Records and Reports. The Trustee shall keep accurate records of all amounts received by and disbursed from the Trust Fund and the investments and other transactions of the Fund for at least six years following the date of such transaction. The Trustee shall provide a report of the assets of the Trust Fund to the Plan Administrator from time to time, but at least annually. The Trustee may rely on the fair market value of the property of the Trust Fund as reported by ILIAC, and the Trustee shall be fully protected in relying on such values.

5.2 Review of Reports. If, within ninety (90) days after the Plan Administrator receives a statement with respect to the ILIAC Contract, the Plan Administrator has not given the Trustee (directly or through its agents) written notice of any exception or objection thereto, the statement shall be deemed to have been approved, and in such case, to the extent permitted by applicable law, the Trustee shall not be liable for any matters in such statements. The Plan Administrator or its agents, upon giving prior written notice to the Trustee, shall have the right at its own expense to inspect the Trustee's books and records directly relating to the Trust Fund during normal business hours. The Trustee shall be reimbursed its actual costs for making such books and records available for inspection.

5.3 Non-Fund Assets. Except as expressly agreed to in writing by the Trustee, the duties of the Trustee shall be limited to the holding of the ILIAC Contract. The Trustee shall have no duties with respect to Plan assets held outside of the ILIAC Contract and the Trust Fund, nor assets held by any other person including, without limitation, any other trustee for the Plan. The Plan Administrator hereby agrees that the Trustee shall not serve as, and shall not be deemed to be, a co-trustee under the circumstances, and shall have no co-fiduciary liability for any other person or trustee.

SECTION 6 -- COMPENSATION, EXPENSES, TAXES AND INDEMNIFICATION

6.1 Compensation and Expenses. The Trustee shall be entitled to compensation for services under this Trust Agreement as set forth in Exhibit A. The Plan Administrator acknowledges that the Trustee may increase the amount of compensation on an annual basis with sixty (60) days' prior written notice to the Plan Administrator. The Trustee is authorized to charge and collect from the Fund any and all such fees, unless the Plan Administrator objects within thirty (30) days of receiving notice of the Trustee's intent to collect its fees from the Fund.

6.2 Tax Obligations. The Trustee shall have no responsibility or liability for any tax obligations now or hereafter imposed on the Employer, the Plan Administrator, or the Trust by any taxing authorities, domestic or foreign, except as provided by applicable law. The Plan Administrator shall be responsible for the preparation and filing of all returns, reports, and information required of the Trust or Plan by law, including (as applicable) Forms 990, 990-T, W-2, 1099, or any other information or tax returns. The Plan Administrator shall also be responsible for making any disclosures required to participants and their dependents and beneficiaries.

6.3 Indemnification. The Employer and the Plan Administrator each hereby agree to indemnify, defend and hold the Trustee and its affiliates, and their respective directors, managers, officers, employees, agents and other representatives (the "Indemnified Parties") harmless from any and all losses, costs, excise taxes, expenses, fees, liabilities, damages, claims, of any nature whatsoever, including but not limited to, legal expenses, court costs, legal fees, costs of or associated with enforcement actions, investigations, suits, and regulator or other actions and appeals thereof resulting from their reliance upon any certificate, notice, confirmation, direction, or Authorized Instruction, purporting to have been delivered by the Plan Administrator, the Employer or any Authorized Parties. The Employer and the Plan Administrator each waive any and all claims of any nature each now has or may have against the Indemnified Parties, which arise, directly or indirectly, from any action that the Trustee takes in good faith in accordance with any certificate, notice, confirmation, direction or Authorized Instruction from the Employer, the Plan Administrator or any Authorized Parties. The Employer and the Plan Administrator also hereby agree to indemnify, defend and hold the Indemnified Parties harmless from any against any and all losses, costs, excise taxes, fees, liabilities, damages, claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, costs of or associated with enforcement actions, investigations, suits, and regulatory or other actions and appeals thereof, arising, directly or indirectly, out of any loss or diminution of the Trust Fund resulting from: (i) changes in the market value of the Trust Fund; (ii) reliance, or action taken in reliance on Authorized Instructions from the Employer or the Plan Administrator; (iii) any exercise or failure to exercise investment direction authority by the

Employer or the Plan Administrator; (iv) the Trustee's refusal on advice of counsel to act in accordance with any investment direction provided by the Employer or the Plan Administrator; (vi) any other act or failure to act by the Employer or the Plan Administrator. The Trustee shall not be liable to the Employer or Plan Administrator for any act, omission, or determination made in connection with this Trust Agreement except for its gross negligence or willful misconduct. The Trustee shall not be responsible for the title, validity or genuineness of any property or evidence of title thereto received by it or delivered by it pursuant to this Trust Agreement and shall be held harmless in acting upon any notice, request, direction, instruction, consent, certification or other instrument believed by it to be genuine and delivered by the proper party or parties. Without limiting the generality of the foregoing, the Trustee shall not be liable for any losses arising from its compliance with Authorized Instructions from the Employer, the Plan Administrator or any Authorized Parties, or executing, failing to execute, failing to timely execute or for any mistake in the execution of any Authorized Instructions, unless such action or inaction is by reason of the gross negligence or willful misconduct of the Trustee. This indemnification shall survive the termination, amendment or expiration of this Trust Agreement.

6.4 Force Majeure. The Trustee shall not be responsible or liable for any losses to the Fund resulting from nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Fund's property; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event beyond the control of the Trustee or its agents. This Section survives the termination of this Trust Agreement.

6.5 Acts of Prior Trustees. The assets of the Trust Fund or evidence of ownership shall be held by the Trustee under the terms of the Plan and this Trust Agreement. If the assets represent amounts transferred from another trustee, the Trustee named hereunder shall not be responsible for any actions or inactions of the prior fiduciaries, including the review of the propriety of any investment under the former trust; said review to be the responsibilities of prior fiduciaries. The Trustee named hereunder shall not be required to examine or question in any way the administration of the Trust prior to its appointment.

SECTION 7 - AMENDMENT, TERMINATION, RESIGNATION, REMOVAL

7.1 Amendment. This Trust Agreement may be amended only by written agreement signed by the parties hereto.

7.2 Removal or Resignation of Trustee. The Trustee may be removed with respect to all or part of the Trust Fund upon receipt of sixty (60) days' written notice from the Plan Administrator. The Trustee may resign as Trustee hereunder upon sixty (60) days' written notice delivered to the Plan Administrator. In the event of such removal or resignation, the successor trustee will be appointed by the Plan Administrator, and the retiring Trustee shall transfer the Trust Fund, less such amounts as may be reasonable and necessary to cover its compensation and direct expenses including but not limited to, a pro-rata share of the fees described in Section 6.1. In the event the Plan Administrator fails to appoint a successor trustee within sixty (60) days of receipt of written notice of resignation, the Trustee reserves the right to seek the appointment of a successor trustee from a court of competent jurisdiction. The Plan Administrator shall

indemnify the Trustee from any costs incurred by the Trustee in seeking such appointment. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any successor trustee.

7.3 Merger or Consolidation of Trustee. Any entity into which the Trustee may be merged or with which it may be consolidated, or any entity resulting from any merger or consolidation to which the Trustee is a party, or any entity succeeding to the trust business of the Trustee, shall become the successor of the Trustee hereunder, without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto.

7.4 Plan Termination. Upon termination of the Plan, the Trustee shall distribute all assets then constituting the Trust Fund, less any fees and expenses payable from the Trust Fund, pursuant to the instructions of the Plan Administrator. The Trustee shall be entitled to assume that such distributions are in full compliance with and not in violation of the terms of the Plan or any applicable law.

7.5 Property Not Transferred. The Trustee reserves the right to retain such property as is not suitable for distribution or transfer at the time of the termination of the Plan or this Trust Agreement and shall hold such property for the benefit of those persons or other entities entitled to such property until such time as the Trustee is able to make distribution. The Plan Administrator shall indemnify the Trustee from any costs incurred by the Trustee for retaining the property until it can be distributed. Upon the appointment and acceptance of a successor trustee, the Trustee's sole duties shall be those of a custodian with respect to the property not transferred.

SECTION 8 – ADDITIONAL PROVISIONS

8.1 Assignment or Alienation. Except as may be provided by law, the Trust Agreement, including the Trust Fund, shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of the Plan Administrator, participants or beneficiaries under the Plan. The Trustee shall not recognize any assignment or alienation of benefits unless an Authorized Instruction is received.

8.2 Governing Law. This situs of the trust assets shall be the state of Connecticut. In all other respects the governing law shall be the laws of the State of Arizona.

8.3 Necessary Parties. The Trustee reserves the right to seek a judicial or administrative determination as to its proper course of action under this Trust Agreement. Nothing contained herein will be construed or interpreted to deny the Trustee, or the Plan Administrator the right to have the Trustee's account judicially determined. To the extent permitted by law, only the Trustee, and the Plan Administrator shall be necessary parties in any application to the courts for an interpretation of this Trust Agreement or for an accounting by the Trustee, and no participant under the plan or other person having an interest in the Trust Agreement, including the Trust Fund, shall be entitled to any notice or service or process. Any final judgment entered in such an action or proceeding shall, to the extent permitted by law, be conclusive upon all persons. The Plan Administrator shall indemnify the Trustee for any costs incurred by the Trustee in seeking such judgment.

8.4 Notices. Generally, all day to day correspondence regarding the ILIAC Contract shall be conducted between the Plan Administrator and ILIAC as agent of the Trustee.

Other notices and other communications hereunder shall be in writing and shall be sufficient if delivered by hand or if sent by telefax or mail (including electronic mail), postage prepaid, addressed:

- (a) If to the Trustee:

J. Denise Jackson
President
ING National Trust
One Orange Way
Windsor, CT 06095

- (b) If the Plan Administrator:

Genesis Employee Benefits, Inc. ✉
8000 West 78th Street
Suite 320
Minneapolis, MN 55439

The parties may by like notice, designate any future or different address to which subsequent notices shall be sent. Any notice shall be deemed given when received.

8.5 No Third Party Beneficiaries. The provisions of this Trust Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and participants and their beneficiaries under the Plan. There are no other third party beneficiaries.

8.6 Execution in Counterparts. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

8.7 Confidentiality. The parties to this Trust Agreement recognize that in the course of implementing and providing the service described herein, each party may disclose to the other Confidential Information. All such Confidential Information, individually and collectively, and other proprietary information disclosed by a party shall remain the sole property of the party disclosing the same and the receiving party shall have no interest or rights with respect thereto. Each party agrees to maintain such Confidential Information in trust and confidence to the same extent that it protects its own proprietary information, and not to disclose such Confidential Information to any third party without the written consent of the other party(ies). Each party further agrees to take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information. In addition, each party agrees not to disclose or make public to anyone, in any manner, the terms of this Trust Agreement except as required by law, without the prior written consent of the other party(ies). As used in this Trust Agreement, "Confidential Information" shall mean (individually and collectively) proprietary information of the parties to this Trust Agreement, including but not limited to, the inventions, confidential information, know-how, trade secrets, business affairs, product designs, plans, business strategies and fee structures.

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement as of the effective date set forth above.

Plan Administrator of Genesis Employee Benefits, Inc. ING National Trust

By: Thomas M. Allen
Name: Thomas M. Allen
Title: COO

By: J. Denise Jackson
Name: J. Denise Jackson
Title: President

Employer

By: _____

Name: _____

Title: _____

EXHIBIT A

City of Tempe VEBA Health Savings Plan

In consideration for the services rendered according to the terms of the Agreement, the Custodian shall be paid in according to the following fee schedule:

\$750.00 for each calendar year; No explicit charge to the plan. Included as part of the compensation received by ILIAC for its performance of recordkeeping services.