

**ARTICLES OF ASSOCIATION/INCORPORATION
OF
MISSOURI FIRE FIGHTERS CRITICAL ILLNESS TRUST AND POOL**

The undersigned natural person of the age of eighteen (18) years or more, for the purpose of forming a risk pool under the laws of the State of Missouri to operate as a critical illness trust and pool under Sections 320.400 and 537.620 through 537.650 of the Missouri Revised Statutes, hereby adopts the following Articles of Association:

ARTICLE ONE

The name of the Organization is: Missouri Fire Fighters Critical Illness Trust and Pool.

ARTICLE TWO

In accordance with RSMO 320.400.4, the organization is a Public Governmental Body as defined by RSMO Chapter 610. Said Trust and Pool is a mutual benefit organization.

ARTICLE THREE

The duration of the Organization shall be perpetual.

ARTICLE FOUR

The name and address of the initial registered agent and registered office in the State of Missouri is Scarborough Law Office, LLC, 130 S. 2nd Street, Odessa, Missouri, 64076.

ARTICLE FIVE

The name and address of the incorporator are:

Chief Greg Brown, Eureka Fire Protection District, 4849 Hwy. 109, Eureka, MO, 63025.

The names and addresses of the political subdivisions initially associated to form the Trust ("Participating Employers") are set forth on Schedule A.

ARTICLE SIX

The Organization is organized and shall be operated for the purpose of maintaining a risk pool and trust under the provisions of Sections 320.400, and 537.620 through 537.650 of the Missouri Revised Statutes to provide health and welfare critical illness benefit plans and programs for firefighting employees of public institutions in the State of Missouri that elect to become Participating Members. The Organization may also offer other similar or permitted benefits and may insure or self-insure other types of risks that may be shared through such entities. The assets of the Organization shall be held in trust under the Missouri Fire Fighters Critical Illness Trust (the "Trust").

The Organization is irrevocably dedicated to, and operated exclusively for, the purposes stated above and all participating entities are public, tax exempt agencies. Except as otherwise provided in Article Eleven, no part of the income or assets of the Organization shall be distributed to, nor inure to the benefit of any of the participating agencies, political subdivisions, officers, directors, trustees, or other private persons, except that the Organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

ARTICLE SEVEN

The following types of public institutions in the State of Missouri may become members and Participating Employers in the Organization:

- (a) Municipalities;
- (b) Fire protection districts;
- (c) Rural fire associations;
- (d) Other institutions which qualify as political subdivisions under Missouri law, or organizations acting on their behalf.

Participation in the Organization by any such institution is subject to prior approval by the Board of Trustees based on such underwriting criteria as they may deem appropriate and such other reasonable regulations, requirements and restrictions as the Trust Agreement of the Pool or the Trustees may prescribe from time to time. Subject to such approval, any such institution in the State of Missouri may become a Participating Employer by executing and filing with the Organization an Adoption Agreement in the form prescribed by the Trust Agreement and Bylaws.

The Organization may have different classes of Participating Employers and the designation of such class or classes and the qualifications and rights of the members of each class shall be as set forth in the Agreement and Bylaws.

Institutions may withdraw from participation and the participation of any institution may be terminated in the manner and subject to the terms and conditions set forth in the Agreement and Bylaws.

ARTICLE EIGHT

The Trust shall have a Board of Trustees, in which Board there shall be vested all of the power and authority to supervise, control, direct and manage the property, affairs and activities of the Organization and Pool. The rights, powers, and privileges of the Trustees shall be fixed in the Agreement and Bylaws. Except as provided in the Trust Agreement and Bylaws, the Trust Agreement and Bylaws of the Organization may, from time to time, be altered, amended,

suspended or repealed, or new Bylaws may be adopted, in the manner prescribed by the Agreement and/or Bylaws, so long as not inconsistent with the provisions of these Articles.

ARTICLE NINE

Each Participating Member shall pay into the Trust an initial assessment and any subsequent assessments equal to the appropriate contribution required for the specific benefit programs elected by such Member at the rating determinations made by the Board of Trustees consistent with the requirements of the Trust Agreement and Bylaws. The Organization shall have the power to make additional assessments as provided in the Agreement and Bylaws.

ARTICLE TEN

The Organization shall have all the powers of a Public Governmental Body and tax exempt nonprofit organization under the laws of the State of Missouri, and the powers of a joint risk pool under the provisions including, but not limited to, Sections 320.400 and 537.620 through 537.650 of the Missouri Revised Statutes. The following enumeration of powers shall not be construed to limit or be in derogation of such statutory powers; provided, however, that none of the powers of the Organization shall be exercised to carry on activities, otherwise than as an insubstantial part of its activities, which are not in themselves in furtherance of the purposes of the Organization.

Without in any way limiting the generality of the foregoing powers, the Organization shall specifically have the following powers:

- (a) To establish and maintain one or more plans for health and welfare benefits for fire fighters of Participating Members and to provide for the funding of such benefits on a fully insured, partially insured or self-funded basis through the Trust and Pool;
- (b) to select and cause the Trustees to enter into contracts or policies of insurance with insurance companies licensed in the State of Missouri for the purpose of providing insured benefit plans and for the purpose of acquiring reinsurance for self-insured benefits provided through the Trust and Pool;
- (c) To purchase, take, receive, lease as lessee, take by gift, devise, bequest, or otherwise acquire, and to own, hold, use and otherwise deal in and with any real or personal property, or any interest therein, situated in or out of the State of Missouri, as may be necessary and proper for carrying on its legitimate affairs;
- (d) to receive and take by gift, grant, assignment, transfer, devise or bequest, any real or personal property in trust for such purposes as may be necessary and proper for carrying on its legitimate affairs and to execute and perform all such trusts in accordance with the terms, conditions, limitations, and restrictions thereof;
- (e) to sell, convey, mortgage, pledge, lease as lessor, and otherwise dispose of all or any part of its property and assets;

(f) to purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use or employ shares or other interests in or obligations of domestic associations, whether for profit or not-for-profit, associations, partnerships, or individuals; and to sell, mortgage, loan, pledge, or otherwise dispose to such shares, interests, or obligations;

(g) to make contracts and incur liabilities which may be appropriate to enable it to accomplish any or all of its purposes; to borrow money for its purposes at such rates of interest as the Trustees may determine; to issue its notes, bonds, and other obligations; and to secure any of its obligations by mortgage, pledge, or deed of trust of all or any of its property, franchises, and income;

(h) to invest its funds, from time to time, in any real or personal property; to lend money for its purposes; and to take and hold real and personal property as security for the payment of funds so invested or loaned.

The Organization shall have the power to do any and all acts or things not herein specifically enumerated which may be necessary or incidental to the accomplishment of the purposes of the Pool and the Trust or which may tend to promote the purposes of the Organization, provided that such acts or things are permitted to Public Government Bodies organized under the laws of the State of Missouri or permitted to insurance entities organized under the provisions of Sections 537.620 through 537.650 of the Missouri Revised Statutes.

ARTICLE ELEVEN

In the event of the dissolution of the Organization or the winding up of its affairs, or other liquidation of its assets, all assets of the Pool and the Trust remaining after the payment of their debts shall be distributed to the Participating Members in the following manner in accordance with the Trust Agreement:

The Trust shall continue for such time as may be necessary to accomplish the purposes for which it was created and shall terminate only upon the complete distribution of the Trust. The Trust may be terminated as of any date (and shall in fact terminate upon the complete distribution of the funds of this Trust on such date or thereafter) by unanimous vote of the Board of Trustees and approval by a two-thirds (2/3) vote of all Members. Upon termination of the Trust, provided that the Board of Trustees has not received instructions to the contrary, the Board of Trustees shall liquidate the Trust and, after paying the reasonable expenses of the Trust, including expenses involved in the termination, distribute the balance thereof according to the written directions of each Member for the provision of benefits similar to those provided under the Plan for the benefit of each such Member's Participants and Beneficiaries covered thereunder; provided, however, that the Board of Trustees shall not be required to make any distribution until the Board of Trustees is reasonably satisfied that adequate provision has been made for the payment of all taxes, if any, which may be due and owing by the Plan and the Trust; and provided, further, that in no event shall any distribution be made by the Board of Trustees until the Board of Trustees is reasonably satisfied that the distribution will not be contrary to the applicable provisions of the Plan dealing with termination of the Plan and the Trust.

ARTICLE TWELVE

Section 12.1. Liabilities Covered by Indemnification. The Organization:

(i) shall indemnify, to the fullest extent permitted by law, any person who was or is a party (other than a party plaintiff suing on his or her own behalf or in the right of the Organization) or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Organization), by reason of the fact that such person is or was or has agreed to become a director or officer or trustee of the Trust, or is or was serving or has agreed to serve at the request of the Trust as a director or officer or trustee of another association, Organization, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, in the manner set forth by the Organization Laws of the State of Missouri, as from time to time in effect, and

(ii) may indemnify, to the fullest extent permitted by law, any person who was or is a party (other than a party plaintiff suing on his or her own behalf or in the right of the Organization) or is threatened to be made a party to such action, suit or proceeding by reason of the fact that such person is or was or has agreed to become an employee or agent of the Organization, or is or was serving or has agreed to serve at the request of the Organization as an employee or agent of another Organization, partnership, joint venture, trust or other enterprise, upon a determination of the Board of Trustees that such person should be indemnified;

against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding. Any and all indemnification provided by the Organization shall continue as to a person who has ceased to be a director, officer, trustee, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

The Organization may also from time to time enter into agreements providing for indemnification of any such person upon a vote of a majority of the disinterested Trustees, to the fullest extent permitted by law.

Section 12.2. Insurance. The Board of Trustees shall have the power to cause the Trust and Pool to purchase and maintain insurance on behalf of any person who is or was a director, officer, trustee, employee, or agent of the Trust, or is or was serving at the request of the Trust as a director, officer, trustee, employee, or agent of another association, Organization, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Trust would have the power to indemnify him or her against such liability under the provisions of these Articles of Association.

ARTICLE THIRTEEN

Except as provided in the Trust Agreement and/or Bylaws, any provision contained in these Articles may be altered, amended or repealed, or new provisions may be added, by the manner set forth in those documents.

ARTICLE FOURTEEN

The effective date of this document is the date the Trust is licensed by the Director of the Department of Insurance, Financial Institutions and Professional Registration, and these Articles of Association are filed by the Secretary of State of Missouri.

Chairperson/Initial Incorporator

Date

Schedule "A"

List of initial associating member agencies to form the Pool and Trust:

Eureka Fire Protection District

Mid County Fire Protection District

Central Jackson County Fire Protection District

O'Fallon Fire Protection District

Fort Osage Fire Protection District

Sni Valley Fire Protection District

Cottleville Fire Protection District