

RECITALS

WHEREAS, City of Peoria, a political subdivision of Illinois, (hereinafter referred to as the “Employer”) has established one or more welfare benefit plans to provide for the security and welfare of its eligible employees (hereinafter referred to as “Participants”), their spouses and dependents through payment for life, sickness, medical, disability and other similar benefits through insurance and self-funded reimbursement plans (collectively, the “Plan”);

WHEREAS, the Employer and Mary Ann Stalcup, HR Director, have entered into a Declaration of Trust dated September 1, 2006, (hereinafter referred to as the “Trust”) to hold assets and income of the Plan for the exclusive benefit of Participants, their spouses and dependents;

WHEREAS, establishing the Trust is an essential function and integral part of the exempt activities of the Employer to assist Participants, their spouses and dependents by making contributions to and accumulating assets in the Trust for post-retirement welfare benefits under the Plan;

WHEREAS, under the Trust, the Employer reserves the right to alter, amend or terminate the Trust, provided that no payment upon such action would cause any part of the Trust to be used for or diverted to purposes other than the exclusive benefit of Participants, their spouses and dependents pursuant to the provisions of the Plan;

WHEREAS, the Employer desires to terminate the Trust and transfer the assets of the Trust to a new successor trust and appoint a successor trustee (which may be the same person or persons as the Trustee);

NOW THEREFORE, the Employer hereby adopts the following Transfer and Termination Resolution with respect to the Trust:

TRANSFER AND TERMINATION RESOLUTION OF NATIONWIDE

ARTICLE I – Definitions

For purposes of this Transfer and Termination Resolution, capitalized terms shall have the meanings set forth in the Declaration of Trust unless otherwise expressly provided.

ARTICLE II – Transfer to Successor Trust

- 2.1 The Employer hereby directs the Trustee to transfer all Trust assets to a successor trustee. The Successor Trustee may be the same person or persons as the Trustee. Such transfer shall occur as soon as practicable after the date of adoption of this Transfer and Termination Resolution, but no earlier than the date the Employer, Trustee, and/or Administrator have made a proper accounting of all Trust assets held in the Accounts.
- 2.2 The transferred assets shall be held in a successor trust which has been established between the Employer and the Successor Trustee. The Employer agrees that the Successor Trust provides:
- (a) The assets of the Successor Trust shall be held for the exclusive benefit of Participants, their Spouses and Dependents.
 - (b) The Successor Trust will establish an account in the name of each Participant and the assets held in each Participant's Account under this Trust shall be transferred to the account for such Participant in the Successor Trust for the exclusive benefit of the Participant, his Spouse, and Dependents.
 - (c) No amount held in such account for a Participant will be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee or assignee of the Employer, the Trustee, the Successor Trustee, or any Participant or Beneficiary.
 - (d) Upon termination of such Successor Trust and upon satisfaction of all liabilities under the Plan to provide Plan benefits, any amount of Employer contributions, and earnings thereon, remaining in such accounts must, under the terms of the Plan, be returned to the Employer.
- 2.3 The Successor Trustee has been duly appointed by the Employer and agrees to accept such transfer of assets and to hold title to the Trust assets pursuant to the Successor Trust.

ARTICLE III – Duties of Trustee

- 3.1 In accordance with Section 6.4 of the Declaration of Trust, the Employer hereby indemnifies and holds the Trustee harmless from any and all actions, claims, demands,

liabilities, losses, damages, or reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action taken or omitted in good faith by the Trustee in accordance with the direction of the Employer or its agents and subagents pursuant to this Transfer and Termination Resolution or (ii) any disbursements of any part of the Trust made by the Trustee to the Successor Trustee in accordance with such directions. The foregoing shall not be viewed as amending or altering any other indemnification provided by the Employer, Administrator, or Trustee under the Declaration of Trust, which shall continue and be in full force after termination of the Trust.

- 3.2 Upon termination of the Trust as provided in Article IV, the Trustee shall be deemed discharged of all duties and responsibilities under the Declaration of Trust.

ARTICLE IV – Termination of Trust

The Trust is terminated, effective as of the later of the date that all parties hereto have executed this Transfer and Termination Resolution or the date that all assets have been distributed to the Successor Trust.

ARTICLE V – Limited Effect

Neither the modification and termination of the Trust hereunder nor the establishment of the Successor Trust shall be construed as giving any person covered under the Plan or other person any legal or equitable right against the Trustee, the Successor Trustee, the Administrator, the Employer, or any officer or employee thereof, except as may be expressly provided in the Plan.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Employer, the Trustee, and the Successor Trustee have executed this Transfer and Termination by their respective duly authorized officers, as of the date first hereinabove mentioned.

EMPLOYER:

By: _____ Title: _____

TRUSTEE(S):

By: _____ Title: _____