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**NEW HAMPSHIRE
Local Government Center**

New Hampshire Municipal Association
Workers' Compensation Trust
Property-Liability Trust
HealthTrust

RECEIVED

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Local Government Center, Inc.

APPLICATION AND PARTICIPATION AGREEMENT

MB 11.6.08

This APPLICATION AND PARTICIPATION AGREEMENT (the "Agreement"), is made and entered into this **First Day of January, 2008** by and among the **Town of Belmont** (the "Applicant") and *Local Government Center HealthTrust, LLC* ("HealthTrust") and *Local Government Center Property-Liability Trust, LLC* ("PLT"), also doing business as the *Local Government Center Workers Compensation Trust*, each a New Hampshire limited liability company and each wholly-owned by *Local Government Center, Inc.*, a New Hampshire corporation ("Local Government Center").

Preamble

A. Certain municipalities and other public entities of the State of New Hampshire, acting through the Local Government Center and pursuant to NHRSA 5-B, have created two pooled risk management programs as follows:

(i) A pool for the management and provision of health and similar welfare benefits to their Employees, which pooled risk management program is known as HealthTrust; and

(ii) A pool for the management and provision of: (a) protection against their property and liability risks, known as the Property-Liability Trust; and (b) workers compensation and unemployment benefits to their Employees, known as Workers' Compensation Trust ("WCT").

For purposes of this Agreement, HealthTrust, Property-Liability Trust and Workers' Compensation Trust are sometimes collectively referred to as the "Trusts."

B. The Applicant is eligible and wishes to become a Participant of, or continue its participation in, one or more of HealthTrust, Property-Liability Trust and Workers Compensation Trust and therefore completes, executes and delivers this Application and Participation Agreement.

Participation Agreement

NOW THEREFORE, for valuable consideration received, the Applicant and HealthTrust and PLT (as operator of both Property-Liability Trust and Workers' Compensation Trust") mutually agree as follows:

1. Choice of Trusts for Participation. The Applicant applies for participation (including continued participation if applicable) in the following pooled risk management programs in accordance with their respective terms:

[CIRCLE THE APPROPRIATE ANSWER IN EACH ITEM BELOW (Note: Participation will be considered only for those Trusts in which YES is circled)]

YES NO HealthTrust, for the provision of health and other benefits as may be selected for its employees.

YES NO PLT, for the provision of protection against its property and liability risks.

YES NO PLT, d/b/a WCT, for the provision of workers compensation for its employees.

YES NO PLT, d/b/a WCT, for the provision of unemployment benefits for its employees.

2. Acceptance of Application; Continued Participation. The Applicant understands and agrees that its participation (or continued participation) in one or more of the Trusts is contingent upon acceptance of this Application and Participation Agreement by each of the applicable Trusts in accordance with its underwriting standards, such acceptance to be evidenced by each applicable Trust's execution of this Agreement by a duly-authorized officer. Acceptance by PLT also may require the approval of all entities providing a contract of reinsurance, excess insurance or similar additional coverage. Continued participation following acceptance is subject to all of the terms of the member agreement of the applicable Trust(s) and participation in any required programs thereof.

3. Local Government Center Bylaws; New Hampshire Municipal Association, LLC Membership. The Applicant, during any period of participation in one or more of the Trusts, also agrees to be bound by the provisions of Local Government Center's Bylaws and any and all amendments thereto which are or may be duly adopted by Local Government Center from time to time (the "Bylaws") including, without limitation, to pay all contributions within the scope and authorized by the terms of the Bylaws and to maintain the appropriate membership in New Hampshire Municipal Association, LLC. Furthermore, the Applicant hereby acknowledges that it

has received a copy of the Bylaws and specifically acknowledges the terms of section 3.7 thereof.

4. Effective Date. The Applicant's period of participation under this Agreement will begin on **January 1, 2008** and end pursuant to the terms of the Bylaws. Upon renewal or initial acceptance as a Participant, the Applicant will be entitled to participate in those benefit programs offered by the applicable Trusts for which the Applicant satisfies the applicable minimum participation requirements and other standards established by such Trusts for participation in such program(s). The applicable minimum participation requirements shall include, without limitation, the requirement of HealthTrust that seventy-five percent (75%) of eligible Employees of the Applicant (excluding Employees of the Applicant covered under another employer's group health plan) must be enrolled in the group health plan(s) offered by the Applicant through HealthTrust.

5. Particular Provisions Applicable to HealthTrust Participation. The following provisions apply to each Application for participation in HealthTrust:

(a) The Applicant acknowledges that, with respect to the group health plan(s) offered to its Employees through HealthTrust, the Applicant is responsible for complying with (i) the continuation of coverage provisions set forth in Sections 2201 through 2208 of the Public Health Service Act ("COBRA"), (ii) the health insurance portability and availability provisions set forth in Title XXVII (Sections 2701 through 2792) of the Public Health Service Act ("HIPAA Portability") and (iii) the retiree medical coverage provisions set forth in New Hampshire RSA 100-A:50. To assist the Applicant in satisfying certain of its COBRA, HIPAA Portability and NHRSA 100-A:50 obligations, HealthTrust shall provide the following administrative services on behalf of the Applicant with respect to Employees of the Applicant who are covered under the health benefit programs offered by the Applicant through HealthTrust.

(i) With respect to COBRA, HealthTrust shall provide the base COBRA administrative services specified on Schedule A attached hereto on the terms and conditions specified on Schedule A. In addition, if elected by the Applicant on Schedule A, HealthTrust also shall provide the additional COBRA billing administrative services specified on Schedule A. The Applicant may change its decision to elect or decline the COBRA billing services during the term of this Agreement by completing and signing a new Schedule A without the need to otherwise amend this Agreement.

(ii) With respect to HIPAA Portability, HealthTrust shall, but only with respect to the affected Employee's coverage under the health benefit programs offered through HealthTrust, provide a certificate of creditable coverage ("HIPAA Certificate") for any Employee who loses coverage under the Applicant's group health plan upon a HIPAA Portability qualifying event or upon request. In no event shall HealthTrust be responsible for providing a HIPAA Certificate with respect to a coverage option provided to the Applicant's Employees other than by or through HealthTrust. Further, HealthTrust shall not issue a HIPAA Certificate with

respect to an Employee whose coverage under the benefit programs offered by HealthTrust ceases, but the Employee's coverage continues under the Applicant's group health plan(s). In such latter event, however, HealthTrust shall provide adequate information to the Applicant (or to another party designated by the Applicant) that is reasonably available to HealthTrust to assist in the issuance of a HIPAA Certificate by the Applicant (or such other designated party) upon cessation of the Employee's coverage under the Applicant's group health plan.

(iii) With respect NHRSA 100-A:50, if elected by the Applicant on Schedule B attached hereto, HealthTrust shall provide the retiree billing administrative services specified on Schedule B on the terms and conditions specified thereon. The Applicant may change its decision to elect or decline the retiree billing services during the term of this Agreement by completing and signing a new Schedule B without the need to otherwise amend this Agreement.

(b) HealthTrust shall provide the additional services described in subparagraphs (i) through (iii) above in accordance with the terms of this paragraph (5), the attached Schedules A and B (as applicable), and policies and procedures established by HealthTrust. Notwithstanding any provision to the contrary herein, HealthTrust's agreement to provide additional services in connection with the Applicant's COBRA, HIPAA Portability and NHRSA 100-A:50 obligations as set forth in this Paragraph (5) shall automatically cease upon termination of the Applicant's participation in HealthTrust and HealthTrust shall provide no further services pursuant hereto.

(c) The Applicant agrees to provide HealthTrust with any and all information HealthTrust deems necessary or desirable with regard to HealthTrust's performance of the additional services set forth in this Paragraph (5), including, without limitation, timely notice of any Employee who loses coverage under the health benefit programs offered by the Applicant through HealthTrust.

6. Authorization by Governing Body of Applicant. This Application and Participation Agreement shall be accompanied by a certificate of authorizing resolution (or a copy of the resolution) of the Governing Body of the Applicant in substantially the same form and content as contained in the attached Exhibit A, and indicating the Applicant has duly authorized its participation in one or more of the Trusts and their benefit programs selected by the Applicant in accordance with RSA 5-B and the execution and delivery of this Application and Participation Agreement by the individual signing, which authorization remains in full force and effect as of the date hereof. Any Application and Participation Agreement pertaining to unemployment benefits also must be accompanied by a signed Joint Authorization and Power of Attorney in the same form and content as contained in the attached Exhibit B.

7. Interpretation. This Application and Participation Agreement is governed by New Hampshire law and may only be modified by a written amendment signed by all applicable parties.

All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the Bylaws.

8. Incorporation of Additional Optional Terms. Attached as addenda to this Agreement are several additional terms and conditions, listed below. To the extent that any of them are marked "MANDATORY" in reference to the Trust in which the Applicant has chosen to participate in Section 1 above, they will be deemed to be incorporated into this Application and Participation Agreement without further action by the parties. Those addenda which are marked "OPTIONAL" will be deemed to be incorporated into this Application and Participation Agreement if selected below:

[CIRCLE THE APPROPRIATE ANSWER IN EACH ITEM BELOW (Note: Except for addenda marked "MANDATORY" for a Trust chosen by the Applicant, additional terms and conditions will be incorporated herein only if YES is circled)]

HEALTHTRUST ONLY

YES / NO Addendum 1. Schedule A: COBRA Administrative Services
*[MANDATORY For HealthTrust] * NOTE: elections to be made within Addendum*

YES / NO Addendum 2. Schedule B: Retiree Billing Administrative Services
*[MANDATORY for HealthTrust] * NOTE: elections to be made within Addendum*

YES / NO Addendum 3. Agreement Regarding Combination of Entities for Rating and Participation in HealthTrust. [OPTIONAL] *
NOTE: exhibits of separate forms to be submitted.

PLT ONLY

YES / NO Addendum 4. PLT 2011 Multi Year Rate Guarantee Program, with Certificate of Resolution [OPTIONAL] * *NOTE: separate resolution required*

YES / NO Addendum 5. WCT 2011 Multi Year Rate Guarantee Program, with Certificate of Resolution [OPTIONAL] * *NOTE: separate resolution required*

PACKAGE PRICING

YES / NO Addendum 6: Municipal Total Risk Management (TRiM®)

Application and Participation Agreement (Muni -- Under 100)

Rev 6/07

Page 5

LGC-AH000078

~~YES/NO~~ KJB

Agreement [OPTIONAL]

Addendum 7: First Rate™ Package Pricing Agreement
[OPTIONAL]

[The signature page follows]

IN WITNESS WHEREOF, the Applicant and the Trusts in which the Application has applied to participate have caused this Application and Participation Agreement to be executed by their duly authorized officials as of the date first above written.

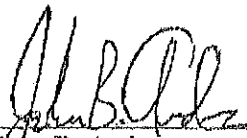
LOCAL GOVERNMENT CENTER
HEALTHTRUST, LLC.

APPLICANT: Town of Belmont

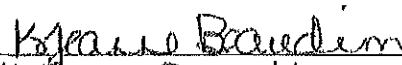
LOCAL GOVERNMENT CENTER
PROPERTY-LIABILITY TRUST, LLC

LOCAL GOVERNMENT CENTER
PROPERTY-LIABILITY TRUST, LLC d/b/a
LOCAL GOVERNMENT CENTER
WORKERS' COMPENSATION TRUST

By:


John B. Andrews
Executive Director

Signed:


Name: K. Jeanne Beaudin
Title: Town Administrator
Duly Authorized

ADDENDUM 1

SCHEDULE A

COBRA ADMINISTRATIVE SERVICES

Subject to the terms and conditions specified herein and in Paragraph (4) of the Application and Participation Agreement, the Applicant and HealthTrust hereby agree that HealthTrust shall provide the COBRA administrative services described in Sections 1 and 2 below on behalf of the Applicant with respect to Employees of the Applicant who are covered under the health benefit programs offered by the Applicant through HealthTrust:

1. Base COBRA Administrative Services. HealthTrust shall provide the following base COBRA administrative services ("Base COBRA Services"):

- a. Delivery of an initial notice of COBRA continuation coverage rights to each employee (and spouse thereof) of the Applicant who become covered under the Applicant's health and/or dental plan(s) offered through HealthTrust upon their enrollment by the Applicant.
- b. Upon notification of HealthTrust by the Applicant of a COBRA qualifying event, HealthTrust shall provide each qualified beneficiary eligible for COBRA coverage with timely notice of his/her right to elect COBRA continuation coverage and the terms, conditions and election procedures for COBRA coverage.
- c. Provision of information, forms and support to the Applicant's Benefits Administrator regarding administration of COBRA continuation coverage, including applicable notice, eligibility, enrollment and payment rules.
- d. Upon notification of HealthTrust by the Applicant of a COBRA cancellation, HealthTrust shall notify the affected COBRA beneficiaries of (i) the termination of their COBRA continuation coverage due either to the expiration of the maximum COBRA continuation period or to an event causing early termination of COBRA coverage, and (ii) any rights of the COBRA beneficiary to convert to an individual health benefits plan coverage.

No Additional Charge for Base COBRA Services. There will be no additional charge to the Applicant or its COBRA beneficiaries for the Base COBRA Services provided by HealthTrust under this Section 1.

2. COBRA Billing Services. HealthTrust makes available to its participating member groups on an elective basis the additional COBRA administrative services listed below related to direct billing of COBRA beneficiaries ("COBRA Billing Services"). **If the Applicant**

wishes to receive these COBRA Billing Services, the Applicant shall so elect by initialing here _____.

If elected, in addition to the Base COBRA Services, HealthTrust shall provide the following additional COBRA Billing Services:

- a. Direct billing of the Applicant's COBRA beneficiaries on a monthly basis of the applicable amounts due for their COBRA continuation coverage.
- b. Collection of amounts billed and due from COBRA beneficiaries in accordance with applicable COBRA rules.
- c. Direct enrollment of eligible qualified beneficiaries who elect COBRA continuation coverage, and ongoing maintenance of such beneficiary's enrollment and membership changes until cancellation/termination of COBRA coverage.
- d. Provision of monthly reports to the Applicant listing COBRA beneficiaries who have been billed by HealthTrust, along with their medical and/or dental plan(s), coverage type and COBRA contribution amounts.
- e. Notification of COBRA beneficiaries at annual open enrollment of contribution rate change information.

The Applicant understands and agrees that if COBRA Billing Services are elected, the billing services shall be performed by HealthTrust for all of the Applicant's COBRA beneficiaries who are covered through HealthTrust.

Charges for COBRA Billing Services. The Applicant understands and agrees that HealthTrust will bill the COBRA beneficiary directly for his or her COBRA continuation coverage as follows:

- The applicable monthly contribution amount due for the COBRA continuation coverage selected by the COBRA beneficiary; and
- An administrative fee computed as 2% of the applicable monthly contribution amount as allowed by federal law.

The Applicant agrees that HealthTrust will retain the 2% administrative fee as its compensation for the COBRA Billing Services rendered by HealthTrust. There will be no other separate charge to the Applicant or its COBRA beneficiaries for the additional COBRA Billing Services provided by HealthTrust under this Section 2.

3. **Applicant Responsibilities.** As a condition of HealthTrust performing the Base COBRA Services and COBRA Billing Services (if elected) specified in Sections 1 and 2 above, the Applicant agrees to perform the following responsibilities:

- a. Make available to COBRA beneficiaries the same health and dental plan coverage options through HealthTrust as are available to eligible active Employees of the Applicant.
- b. Upon the Applicant's initial participation in HealthTrust's health benefit programs, provide information to HealthTrust on the Applicant's then existing COBRA beneficiaries.
- c. Notify HealthTrust in a timely manner when Employees experience a COBRA qualifying event and provide HealthTrust with necessary forms and information in accordance with applicable COBRA administrative policies and procedures established by HealthTrust.
- d. Perform all COBRA compliance and administrative obligations of the Applicant with respect to its Employees other than those COBRA services provided by HealthTrust hereunder.
- e. Provide HealthTrust with at least 30 days advanced written notice of the Applicant's ceasing to participate in the health benefit programs offered through HealthTrust and, in such event, to carry out the transition of Applicant's covered COBRA beneficiaries and Employees out of their coverage through HealthTrust.
- f. Provide HealthTrust with at least 60 days advanced written notice of the Applicant's decision to elect to receive the COBRA Billing Services made available by HealthTrust and, in such event, assist with the transition of such COBRA Billing Services to HealthTrust.
- g. Provide HealthTrust with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of the Base COBRA Services and COBRA Billing Services (if elected) on behalf of the Applicant.

HealthTrust shall be entitled to rely on any information provided by the Applicant pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information. HealthTrust reserves the right to request additional information from the Applicant at any time in order to satisfy HealthTrust's COBRA administrative service obligations. The Applicant agrees to provide any and all information to HealthTrust on a timely basis.

4. Amendments to Services and Responsibilities. HealthTrust and the Applicant acknowledge and agree that the COBRA services and responsibilities herein are intended to assist the Applicant in satisfying its obligations under federal COBRA law. HealthTrust agrees to perform its COBRA administrative services in accordance with a reasonable good faith interpretation of the applicable requirements of COBRA. HealthTrust reserves the right to amend its COBRA administrative procedures and policies and the services and responsibilities provided herein as it deems necessary or appropriate to comply with changes in the applicable requirements of COBRA impacting the Applicant's plan(s). HealthTrust will notify the Applicant of any changes that will materially affect either HealthTrust's services or the Applicant's responsibilities.

5. Other Terms and Conditions. HealthTrust and the Applicant further acknowledge and agree that:

- a. The COBRA administrative services performed by HealthTrust hereunder will be performed only with respect to Employees of the Applicant who are covered under the health benefit programs offered by the Applicant through HealthTrust. In no event shall HealthTrust be responsible for providing any COBRA administrative services with respect to Employees of the Applicant who are covered under a health plan coverage option offered by the Applicant through another insurer or provider.
- b. The performance of COBRA administrative services by HealthTrust on behalf of the Applicant does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Applicant's group health benefit plans under any applicable law, regulation or other doctrine, and the Applicant will not identify or refer to HealthTrust as such.
- c. HealthTrust shall not have any obligation or liability with respect to any COBRA administrative services described herein before the effective date of the Agreement or this Schedule A, or with respect to any COBRA compliance obligations of the Applicant other than HealthTrust's administrative service obligations hereunder.
- d. All confidential information disclosed by the parties pursuant to this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own confidential information. The receiving party will limit access to confidential information to its employees and advisors with a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent necessary to

comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Applicant to the extent that disclosure of such information is required to perform its COBRA administrative service obligations hereunder.

For purposes of this subsection (d), "confidential information" shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities hereunder, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as result of disclosure by the receiving party in violation of this Agreement; and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

6. **Term and Termination.**

- a. Base COBRA Services shall be provided by HealthTrust throughout the Applicant's participation in HealthTrust.
- b. If elected by the Applicant, the COBRA Billing Services provided by HealthTrust hereunder shall commence on the effective date specified in the next page and shall continue during the Applicant's participation in HealthTrust or until earlier terminated by either party with 30 days prior written notice to the other party.
- c. Notwithstanding anything contained herein, if the Applicant defaults in the performance of its responsibilities hereunder, HealthTrust may, upon written notice to the Applicant, terminate its agreement to provide COBRA administrative services hereunder.
- d. Notwithstanding any other provision of the Agreement or this Schedule A, HealthTrust's agreement and obligation to provide COBRA administrative services on behalf of the Applicant as set forth herein shall automatically cease upon termination of the Applicant's (or subunit of the Applicant's) participation in HealthTrust, and HealthTrust shall not provide and shall not be obligated to provide any further services pursuant hereto other than transition of COBRA administration to the Applicant or a successor COBRA administrator.

Election of COBRA Billing Services (Section 2)

_____ The Applicant hereby elects to receive the COBRA Billing Services described in Section 2 of this Schedule A effective _____ 1, 200__.* The Applicant understands and agrees that performance of the COBRA Billing Services by HealthTrust beginning on the effective date is contingent upon acceptance of this Schedule A by HealthTrust, such acceptance to be evidenced by HealthTrust's execution of the Application and Participation Agreement.

If the Applicant has existing COBRA beneficiaries who are covered (or to be covered) through HealthTrust, the Applicant _____ does _____ does not intend to transfer billing responsibilities for those beneficiaries to HealthTrust as of the effective date of HealthTrust's COBRA Billing Services. The Applicant understands and agrees that HealthTrust will be charging COBRA beneficiaries an administrative fee of 2% of the applicable monthly contribution amount as allowed by federal law.

* The effective date may be no earlier than the effective date of the Application and Participation Agreement and must provide HealthTrust at least 60 days advance notice to implement the COBRA billing services (except when the Applicant is renewing ongoing COBRA billing services).

ADDENDUM 2

SCHEDULE B

RETIREE BILLING ADMINISTRATIVE SERVICES

HealthTrust makes available to its participating member groups on an elective basis the retiree billing administrative services listed in Section 1 below related to direct billing of Retirees who are receiving health plan coverage through HealthTrust ("Retiree Billing Services"). **If the Applicant wishes to receive these Retiree Billing Services, the Applicant shall so elect by initialing here _____ and completing and signing the "Election of Retiree Billing Services" section on the last page of this Schedule B. The effective date of the Retiree Billing Services shall be the date specified on the last page of this Addendum.**

As used herein, "Retiree" means a person who is retired from active employment with the Applicant and who the Applicant has determined is eligible to continue health plan coverage with the Applicant pursuant to NH RSA 100-A:50 and/or the applicable rules of the Applicant and HealthTrust governing eligibility for Retiree coverage.

1. Retiree Billing Services. If elected by the Applicant and subject to the terms and conditions specified in this Schedule B and in Paragraph (4) of the Application and Participation Agreement, HealthTrust shall provide Retiree Billing Services on behalf of the Applicant with respect to Retirees who are covered under the health benefit programs offered by the Applicant through HealthTrust.

The Retiree Billing Services provided by HealthTrust shall include:

- a. Direct billing of the Applicant's covered Retirees on a monthly basis of the applicable contribution amounts due from the Retirees for their coverage through HealthTrust.
- b. Billing of the Applicant on a monthly basis of any contribution amounts due from the Applicant for coverage of its Retirees, including any contribution amounts due in excess of amounts received from the Retirees and the New Hampshire Retirement System ("NHRS").
- c. Collection of contribution amounts billed and due from Retirees and/or the Applicant.
- d. Collection and processing of NHRS subsidy and annuity deduction amounts for subsidy eligible Retirees and Retirees who have elected payment of contributions by annuity deduction.

- e. Provision of monthly reports to the Applicant listing each Retiree who has been billed by HealthTrust, along with their medical and/or dental plan(s) and coverage type. A listing of the applicable coverage contribution amounts for the Applicant, the Retiree and NHRS also will be provided for each billing period.
- f. Notification of Retirees at annual open enrollment of contribution rate change information.
- g. Notification of the Applicant regarding a Retiree's failure to pay billed contribution amounts prior to cancellation of the Retiree's coverage for nonpayment. Notice of a pending cancellation shall be provided to the Applicant no later than when the Retiree has had an outstanding balance due for 60 days.

The Applicant understands and agrees that if Retiree Billing Services are elected, the Billing Services shall be performed by HealthTrust for all of the Applicant's Retirees who are covered through HealthTrust.

No additional charge for Retiree Billing Services. There will be no additional charge to the Applicant or its Retirees for the Retiree Billing Services provided by HealthTrust under this Schedule.

2. Applicant Responsibilities. As a condition of HealthTrust performing the Retiree Billing Services (if elected) specified in Section 1 above, the Applicant agrees to perform the following responsibilities:

- a. Upon first electing to receive Retiree Billing Services and whenever contribution rate changes occur, the Applicant shall complete and provide to HealthTrust a Retiree Contribution Allocation Table in the form provided by HealthTrust to the Applicant for such purpose or by another mutually agreed upon format.
- b. Pay the Applicant's portion of coverage contribution amounts on a monthly basis exactly as billed by HealthTrust. Any pending adjustments at the time of payment will be reflected on future bills.
- c. Retain ultimate responsibility for payment to HealthTrust of its Retirees' coverage contribution amounts to the extent not otherwise paid by the Retirees or NHRS.
- d. Enrollment of eligible Retirees who elect coverage through HealthTrust, and ongoing maintenance of such Retiree's enrollment and membership changes until cancellation/termination of the Retiree's coverage.

- c. Perform all applicable Retiree coverage obligations of the Applicant in accordance with NH RSA 100-A:50 and/or the rules of HealthTrust and the Applicant governing coverage for Retirees other than the Retiree Billing Services provided by HealthTrust hereunder.
- f. Provide HealthTrust with at least 30 days advanced written notice of the Applicant's ceasing to participate in the health benefit programs offered through HealthTrust and, in such event, to carry out the transition of Applicant's covered Retirees out of their coverage through HealthTrust.
- g. Provide HealthTrust with at least 60 days advanced written notice of the Applicant's decision to elect to receive Retiree Billing Services from HealthTrust and, in such event, assist with the transition of such Retiree Billing Services to HealthTrust.
- h. Provide HealthTrust with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of Retiree Billing Services on behalf of the Applicant.

HealthTrust shall be entitled to rely on any information provided by the Applicant pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information. HealthTrust reserves the right to request additional information from the Applicant at any time in order to satisfy HealthTrust's Retiree Billing Service obligations. The Applicant agrees to provide any and all information to HealthTrust on a timely basis.

3. **Amendments to Services and Responsibilities.** HealthTrust and the Applicant acknowledge and agree that the Retiree Billing Services and related responsibilities herein are intended to assist the Applicant in satisfying its obligations under NHRSA 100-A:50. HealthTrust agrees to perform its Retiree Billing Services in accordance with a reasonable good faith interpretation of NHRSA 100-A:50 and HealthTrust's rules governing coverage of Retirees. HealthTrust reserves the right to amend its rules governing Retiree coverages and the services and responsibilities provided herein as it deems necessary or appropriate to comply with changes to NHRSA 100-A:50 or other applicable laws or regulations impacting the Applicant's coverage obligations for Retirees. HealthTrust will notify the Applicant of any changes that will materially affect either HealthTrust's services or the Applicant's responsibilities.

4. **Other Terms and Conditions.** HealthTrust and the Applicant further acknowledge and agree that:

- a. Retiree Billing Services will be performed by HealthTrust only with respect to Retirees of the Applicant who are covered under the health benefit programs offered by the Applicant through HealthTrust. In no event shall HealthTrust be responsible for providing any Retiree Billing Services with respect to Retirees of the Applicant who are covered under a

health plan coverage option offered by the Applicant through another insurer or provider.

- b. Retirees who have their coverage cancelled for nonpayment of required contribution amounts will not be eligible for reinstatement to the Applicant's retiree coverage plan(s) through HealthTrust.
- c. The performance of Retiree Billing Services by HealthTrust on behalf of the Applicant does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Applicant's group health plans for Retirees under any applicable law, regulation or other doctrine, and the Applicant will not identify or refer to HealthTrust as such.
- d. HealthTrust shall not have any obligation or liability with respect to any Retiree Billing Services before the effective date of the Agreement or this Schedule B, or with respect to any Retiree coverage compliance obligations of the Applicant other than HealthTrust's Retiree Billing Service obligations under Section 1.
- e. All confidential information disclosed by the parties pursuant to this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own confidential information. The receiving party will limit access to confidential information to its employees and advisors with a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Applicant to the extent that disclosure of such information is required to perform its Retiree Billing Service obligations.

For purposes of this subsection (e), "confidential information" shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities set forth in this Schedule B, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as result of disclosure by the receiving party in violation of this Agreement; and (iii) information that becomes known to the receiving party from a source other than the

disclosing party on a non-confidential basis.

5. **Term and Termination.**

- a. If elected by the Applicant, the Retiree Billing Services provided by HealthTrust under Section 1 shall commence on the effective date specified in the "Election of Retiree Billing Services" section below, and shall continue during the Applicant's participation in HealthTrust or until earlier terminated by either party with 30 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Applicant defaults in the performance of its responsibilities as set forth herein, HealthTrust may, upon written notice to the Applicant, terminate its agreement to provide Retiree Billing Services for the Applicant.
- c. **Notwithstanding any other provision of the Agreement or this Schedule B, HealthTrust's agreement and obligation to provide Retiree Billing Services on behalf of the Applicant as set forth herein shall automatically cease upon termination of the Applicant's (or subunit of the Applicant's) participation in HealthTrust, and HealthTrust shall not provide and shall not be obligated to provide any further services pursuant hereto other than transition of Retiree billing administration to the Applicant or a successor administrator.**

Election of Retiree Billing Services

_____ The Applicant hereby elects to receive the Retiree Billing Services described in Section 1 of this Schedule B effective _____ 1, 200__.* The Applicant understands and agrees that performance of the Retiree Billing Services by HealthTrust beginning on the effective date is contingent upon acceptance of this Schedule B by HealthTrust, such acceptance to be evidenced by HealthTrust's execution hereof.

** The effective date may be no earlier than the effective date of the Application and Participation Agreement and must provide HealthTrust at least 60 days advance notice to implement the Retiree billing services (except when the Applicant is renewing ongoing Retiree billing services).*

ADDENDUM 3

Local Government Center HealthTrust, LLC

**TERMS REGARDING COMBINATION OF ENTITIES FOR
RATING AND PARTICIPATION**

Recitals

1. HealthTrust, through Local Government Center and pursuant to NHRSA 5-B, provides group health and similar welfare benefits to New Hampshire municipalities, school districts and other public entities that are Participants in HealthTrust and offer such group health and welfare benefits to their Employees.

2. Each entity comprising the Combined Members (as identified in the request and acknowledgement described in Section 2.2 below) is a Member of Local Government Center and a Participant in HealthTrust. The Combined Members have requested that HealthTrust combine their Employees into a single group and utilize such Combined Members' claims experience, Employee enrollment data and other relevant data for rating purposes in HealthTrust. HealthTrust desires to fulfill the request of the Combined Members.

Agreement

Now, therefore, in consideration of the mutual covenants contained herein and other consideration, HealthTrust and the Combined Members agree as follows:

1. Rating Procedure.

1.1 Combined Rating of Members. Upon initial implementation of the combined rating under this Agreement, HealthTrust will combine the claims experience, enrollment data and other relevant data of the Combined Members and their Employees and will utilize its then standard rating formula and procedures in connection with the offering of the health benefits program of HealthTrust to the Combined Members and their Employees, to produce rates for the Combined Members.

1.2 Separate Members. For all other purposes, each entity comprising the Combined Members shall be a separate Member of Local Government Center and a separate Participant in HealthTrust, as those terms are defined in the Bylaws of Local Government Center (the "Bylaws").

1.3 Pool Year. For the purposes of this Agreement a "Pool Year" shall mean the twelve (12) consecutive months commencing on January 1 or July 1 of a calendar year.

2. Commencement of Agreement.

2.1 Effective Date of Combined Rating. The rates to be delivered by HealthTrust pursuant to this Agreement shall be effective as of the Pool Year beginning _____ and shall be renewed in accordance with HealthTrust procedures as of the beginning of each _____ thereafter for and during which the Agreement is effective.

2.2 Conditions Precedent to Effectiveness of Agreement. Notwithstanding the foregoing Section 2.1, this Agreement shall become effective only if the following items have been delivered to HealthTrust within the stated time periods:

- a. No later than one hundred and twenty (120) days prior to the effective date referred to in Section 2.1 of this Agreement, the Combined Members shall have delivered to HealthTrust a written request to enter into, and an agreement to be bound by, the combined rating arrangement provided for in this Agreement.
- b. Prior to the effective date referred to in Section 2.1 of this Agreement, the Combined Members shall have delivered to HealthTrust evidence of the approval of this Agreement in accordance with its terms by the governing bodies of each of the entities comprising the Combined Members, substantially in the form of attached Exhibit 1. Each of the Combined Members also must have signed and delivered an Application and Participation Agreement.

For the purposes of this Section 2 and this Agreement, governing bodies shall have the same meaning as set forth in NHRSA 21:48. The approval of the governing bodies referred to and required by this Section shall be in writing and shall be in form and content satisfactory to HealthTrust. It is agreed that a certificate of resolution of the appropriate officer of each respective governing body shall be an acceptable form to HealthTrust for the purposes of this Section and this Agreement.

3. Term.

3.1 Minimum Term of Combination. The Combined Members agree that as long as the Combined Members continue participation in HealthTrust pursuant to this Agreement or otherwise, they must remain so combined for a minimum of two full, consecutive Pool Years (the "Minimum Term of Combination"). Thereafter, the Combined Members may continue participation in HealthTrust without such combination for rating purposes.

3.2 Termination. The Combined Members agree that in addition to the Minimum Term of Combination they shall continue their participation in HealthTrust as a combination until at least the end of each Pool Year with respect to which the

Combined Members, in accordance with HealthTrust procedures, accept renewal rates. A termination of the combination of the Combined Members as and for the purposes set forth herein, shall be effected by a written notice of such termination of combination given to HealthTrust by each Combined Member that no longer intends to be part of the combination. Unless waived by HealthTrust in its sole, absolute discretion, such notice must be received by HealthTrust from the terminating Combined Member(s) at least twelve (12) months prior to the first day of the Pool Year for which the termination is to be effective. Any such termination of combination shall be effective as of the next ensuing Pool Year after receipt of such timely written notice by HealthTrust.

If a combination of the Combined Members pursuant to this Agreement is terminated before the end of the Minimum Term of Combination then each of the Combined Members delivering such written notice of termination of combination to HealthTrust will be prohibited from again combining with the same entities comprising the Combined Members or any other entities for two (2) full, consecutive Pool Years beginning with the next ensuing Pool Year in which such Member participates in HealthTrust.

If, upon the effective date of the termination of such combination by any Member or number of Members, there remains two (2) or more Members that comprise the Combined Members that have not delivered notices of termination to HealthTrust, then such non-terminating Members shall continue as new Combined Members under this Agreement as if such continuing Combined Members were the only Members that are parties hereto.

Upon termination of a combination under this Agreement, the terminating Combined Member(s) may continue their participation in HealthTrust but shall be rated in accordance with the then normal procedures of HealthTrust.

4. Representations and Warranties. Each entity comprising the Combined Members represents and warrants to HealthTrust that each, respectively, and in combination, have the authority to enter, execute, deliver and perform this Agreement.
5. Not an Agreement for Coverage. HealthTrust and the Combined Members acknowledge that this Agreement is not and shall not be construed to be an agreement for continued participation in HealthTrust with regard to the provision of group health benefits except as otherwise provided herein or in any other written agreement between HealthTrust and a Combined Member that is duly authorized and in full force and effect.
6. Agreement is Addendum to Participation Agreement. The Combined Members and HealthTrust agree and acknowledge that this Agreement is an addendum to the respective Application and Participation Agreement between HealthTrust and each of the Combined Members. If there is not at the commencement of this Agreement in existence an executed Application and Participation Agreement between HealthTrust and each of the Combined

Members, respectively, such Application and Participation Agreement(s) shall be executed and delivered contemporaneously with delivery of this Agreement to HealthTrust.

If any or all Members in such combination are requested by HealthTrust pursuant to its Rules and practices and procedures to execute and deliver a new Application and Participation Agreement during the Term of this Agreement, then this Agreement shall serve as and be an addendum to such new Application and Participation Agreement.

7. Other Requirements for Participation. Notwithstanding any other provision of this Agreement, the Combined Members shall be required to meet all of the requirements of HealthTrust for participation and continued participation in HealthTrust that are not directly in contravention of the contents of this Agreement, including, without limitation, those requirements and conditions contained in the Bylaws and Rules of Local Government Center, as they may be amended from time to time.
8. Defined Terms. Unless otherwise specifically indicated in this Agreement, all capitalized terms utilized herein shall have the same meaning as set forth in the Bylaws.

Exhibit 1

Local Government Center HealthTrust, LLC

COMBINATION OF MEMBERS FOR RATING PURPOSES

CERTIFICATE OF AUTHORIZING RESOLUTION

I hereby certify to Local Government Center HealthTrust, LLC ("HealthTrust") that the following is a true copy of a resolution adopted by the governing body of the _____ at a meeting duly held on _____ [Date].

RESOLVED: That the _____ shall participate in the combined rating arrangement offered by HealthTrust in connection with the _____ participation in the health benefits program offered by HealthTrust. Further, that the "Terms Regarding Combination of Entities for Rating and Participation" accepted by the _____, HealthTrust, and the other combining HealthTrust member(s) (the "Agreement") is hereby approved in the form presented to this meeting and that _____ [Name/Title] is/are hereby authorized and directed to execute and deliver to HealthTrust (i) an acknowledgement of the terms and (ii) a certificate of this resolution.

I further certify that the foregoing resolution remains in full force and effect without modification.

DATE

NAME: _____

TITLE _____, duly authorized.

ADDENDUM 4

**PLT2011
MULTI YEAR RATE GUARANTEE PROGRAM**

Of The

**LOCAL GOVERNMENT CENTER
PROPERTY-LIABILITY TRUST, LLC**

This is a description of the Multi Year Rate Guarantee Program ("PLT2011") of *Local Government Center Property-Liability Trust, LLC* ("PLT") for the period beginning July 1 and ending June 30 ("FY") in each of the years 2009, 2010 and 2011. PLT operates a pooled-risk program for the management and provision of: (a) protection against property and liability risks of its members, known as the Property-Liability Trust; and (b) workers compensation and unemployment benefits to members' employees, known as the Workers' Compensation Trust. This agreement (the "Agreement") is the understanding between PLT and the Applicant on the foregoing Application and Participation Agreement (the "Member"), by which the Member enrolls and agrees to participate in PLT2011. This Agreement and PLT2011 pertain to the Property-Liability Trust (the "Trust"), and not to the Workers' Compensation Trust also operated by PLT.

1. Enrollment Eligibility before June 30, 2010: An existing Member of the Trust or any other public entity that is not, but is eligible to be, a Member of the Trust, may enroll in PLT2011, as long as the enrollment is accomplished no later than June 30, 2010.

2. Guaranteed Rate Increases: PLT will maintain the same percentage increase in standard rates for participants in the Trust who have elected PLT2011 as follows:

(a) *Existing Members Renewing Enrollment.* For existing Members of the Trust who enroll in PLT2011, PLT agrees that the percentage increase in standard rates for FY 2009 will be no greater than nine percent (9%) of the standard rates as established by PLT for the Member for FY 2008. Furthermore, PLT agrees that the percentage increase in standard rates for FY 2010 will be no greater than nine percent (9%) of the rates established by PLT for the Member for FY 2009, and that the percentage increase in standard rates for FY 2011 will be no greater than nine percent (9%) of the rates established by PLT for the Member for FY 2010. The rate increase guarantee will expire with respect to the FY 2012, which begins July 1, 2011.

(b) *New Members Enrolling for FY 2008.* For new Members who enroll in PLT2011 and the Trust effective as of July 1, 2007, PLT agrees that the standard rates for FY 2009 will be the same as the standard rates as established by PLT for the Member for FY 2008. Furthermore, PLT agrees that the percentage increase in standard rates for FY

2010 will be no greater than nine percent (9%) of the rates established by PLT for the Member for FY 2009, and that the percentage increase in standard rates for FY 2011 will be no greater than nine percent (9%) of the rates established by PLT for the Member for FY 2010. The rate increase guarantee will expire with respect to the FY 2012, which begins July 1, 2011.

This standard rate increase guarantee will be applicable no matter how much of an increase in standard rates is experienced by PLT from its reinsurers and no matter how much of an increase in standard rates, if any, is adopted by PLT for any reason.

The Program is not a guarantee of a freeze or cap on the total amount of contributions to be made to PLT by an enrolling Member. If the underwriting exposures of a Member remain the same from one fiscal year to another covered by this Agreement, then the actual amount of contribution to PLT for protection will increase no greater than nine percent (9%) (and for new Members, will remain the same with respect to FY 2009 only). If the underwriting exposures of a Member are reduced or increased during any fiscal year covered by this Agreement, then the amount of contributions will be commensurately adjusted. The rate increase guarantee (and freeze for new Members with respect to FY 2009) is applicable to all protections afforded by PLT under the Trust and required to be obtained by a Member, but is not applicable to protection afforded and provided by PLT at the option of the Member.

3. Protection Changes: The PLT Member Agreement (including PLT's Educators Comprehensive Member Agreement) (the "Member Agreement"), describes and details the protection provided to its Members. The bylaws of the Local Government Center, Inc. applicable to PLT allow and provide for modifications to the Member Agreement and protection under the Trust. The modifications are, generally, applied to all of the Members of PLT. PLT2011 is not intended to modify the need and ability of PLT to change the protection offered to its Members in accordance with the provisions and procedures of the bylaws. For purposes of clarification only, the bylaws provide that if PLT wishes to enhance protection, it can do so upon a vote of the Board of Directors, all of whom are public officials or employees. If PLT desires to modify protection in some area that could result in a reduction of protection, the bylaws provide that any vote of the Board of Directors would be preceded by notice to and hearing for the Members.

4. Membership Maintenance: As a participant in PLT2011, the Member agrees, as of the date of enrollment, to continue its membership in PLT for the period through June 30, 2011 for property, crime (including statutory bonds), casualty, reimbursement of medical expenses and related protection provided by PLT.

5. Enrollment: To complete enrollment in PLT2011, an existing Member must adopt a resolution of its governing body in substantially the same form and content as provided to the Member and attached to this description of PLT2011 as Exhibit 1. An entity wishing to become a Member must adopt a resolution of its governing body in substantially the same form and content as provided to the Member and attached to this description of PLT2011 as Exhibit 2. The Member must deliver a certified copy of the resolution to PLT and the Application and Participation Agreement (with the option for the PLT2011 Multi-Year Rate Guarantee Program

selected) signed for the Member.

If a Member wishes to participate in PLT2011 but is unable to effect an adoption of the resolution by the Effective Date, it may provide to PLT a letter of intent to enter PLT2011, no later than the Effective Date, and it shall provide the appropriate resolution within 60 days after the Effective Date.

6. Agreement is Addendum to Participation Agreement. The Member and PLT agree and acknowledge that this Agreement is an addendum to the Application and Participation Agreement between the Member and PLT. If there are any inconsistencies between the two documents, this Agreement will govern unless the context indicates otherwise.

Exhibit 1 [Existing Members]

PLT2011
RESOLUTION for PARTICIPATION in the
MULTI YEAR RATE GUARANTEE PROGRAM

of the

LOCAL GOVERNMENT CENTER
PROPERTY-LIABILITY TRUST, LLC

RESOLVED: To hereby accept the offer of the Local Government Center Property-Liability Trust, LLC ("PLT") to enter into its Multi Year Rate Guarantee Program ("PLT2011") as of the date of the adoption of this resolution and to hereby enter and agree to maintain the membership and participation of the **Town of Belmont** in PLT through June 30, 2011 for property, crime (including statutory bonds), casualty, medical reimbursement and related risk protection of PLT. The protection provided by PLT in each of the fiscal years stated shall be as then set forth in the Member Agreement, or similar protection documentation of PLT in effect from time to time for PLT members. In return for such agreement for maintenance of membership, PLT shall provide to the Member:

- (i) With respect to the fiscal year beginning July 1 and ending June 30 ("FY") in each of the years 2009, 2010 and 2011, a guaranteed maximum annual increase in the standard rates of PLT for the Member of nine percent (9%) of the standard rates established by PLT for the Member for the prior FY, except for underwriting exposures added by the Member.

This Resolution is subject to appropriations with respect to the years FY 2009, FY 2010 and FY 2011 to allow the contributions to be made to PLT for property, crime (including statutory bonds), casualty, medical reimbursement and related risk protection provided by PLT.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Town of Belmont** adopted on 11.19.07 [Date].

Kjeanne Beaudin
Name: Kjeanne Beaudin
Title: Town Administrator duly authorized.
Date: 11/19/07

Exhibit 2 [New Members]

PLT2011
RESOLUTION for PARTICIPATION in the
MULTI YEAR RATE GUARANTEE PROGRAM
of the
LOCAL GOVERNMENT CENTER
PROPERTY-LIABILITY TRUST, LLC

RESOLVED: To hereby accept the offer of the Local Government Center Property-Liability Trust, LLC ("PLT") to enter into its Multi Year Rate Guarantee Program ("PLT2011") as of the date of the adoption of this resolution and to hereby enter and agree to maintain the membership and participation of _____ ("Member") in PLT through June 30, 2011 for property, crime (including statutory bonds), casualty, medical reimbursement and related risk protection of PLT. The protection provided by PLT in each of the fiscal years stated shall be as then set forth in the Member Agreement, or similar protection documentation of PLT in effect from time to time for PLT members. In return for such agreement for maintenance of membership, PLT shall provide to the Member:

- (i) no increase in the standard rates of PLT for the Member with respect to the fiscal year beginning July 1 and ending June 30 ("FY") 2009, except for underwriting exposures added by the Member; and
- (ii) with respect to each of FY 2010 and FY 2011, a guaranteed maximum annual increase in the standard rates of PLT for the Member of nine percent (9%) of the standard rates established by PLT for the Member for the prior fiscal year, except for underwriting exposures added by the Member.

This Resolution is subject to appropriations with respect to the years FY 2009, FY 2010 and FY 2011 to allow the contributions to be made to the PLT for property, crime (including statutory bonds), casualty, medical reimbursement and related risk protection provided by PLT.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of _____ [Member] adopted on _____ [Date].

Name: _____
Title: _____, duly authorized.
Date: _____

ADDENDUM 5

**WCT2011
MULTI YEAR RATE GUARANTEE PROGRAM**

Of The

**LOCAL GOVERNMENT CENTER
PROPERTY-LIABILITY TRUST, LLC**

d/b/a

LOCAL GOVERNMENT CENTER WORKERS COMPENSATION TRUST

This is a description of the Multi Year Rate Guarantee Program ("WCT2011") of *Local Government Center Property-Liability Trust, LLC, d/b/a Local Government Center Workers' Compensation Trust* ("WCT") for the period beginning January 1 and ending December 31 ("CY") in each of the years 2008, 2009 and 2010. WCT operates a pooled-risk program for the management and provision of: (a) protection against property and liability risks of its members, known as the Property-Liability Trust; and (b) workers compensation and unemployment benefits to members' employees, known as the Workers' Compensation Trust. This agreement (the "Agreement") is the understanding between WCT and the Applicant on the foregoing Application and Participation Agreement (the "Member"), by which the Member enrolls and agrees to participate in the WCT2011. This Agreement and WCT2011 pertain to the Workers' Compensation Trust (the "Trust"), and not to the Property-Liability Trust also operated by WCT.

1. Enrollment Eligibility before January 1, 2010: An existing Member of the Trust or any other public entity that is not, but is eligible to be, a Member of the Trust, may enroll in WCT2011, as long as the enrollment is accomplished no later than January 1, 2010.

2. Guaranteed Rate Increases: WCT will maintain the same percentage increase in standard rates for participants in the Trust who have elected WCT2011 as follows:

(a) *Existing Members Renewing Enrollment*. For existing Members of the Trust who enroll in WCT2011, WCT agrees that the percentage increase in standard rates for CY 2008 will be no greater than nine percent (9%) of the standard rates as established by WCT for the Member for CY 2007. Furthermore, WCT agrees that the percentage increase in standard rates for FY 2009 will be no greater than nine percent (9%) of the rates established by WCT for the Member for FY 2008, and that the percentage increase in standard rates for FY 2010 will be no greater than nine percent (9%) of the rates established by WCT for the Member for FY 2009. The rate increase guarantee will expire with respect to the CY 2011, which begins January 1, 2011.

(b) *New Members Enrolling for CY 2008*. For new Members who enroll in WCT2011 and the Trust effective as of January 1, 2008, WCT agrees that the standard rates for CY 2009 will be no greater than nine percent (9%) of the rates established by

WCT for the Member for CY 2008, and that the percentage increase in standard rates for CY 2010 will be no greater than nine percent (9%) of the rates established by WCT for the Member for FY 2009. The rate increase guarantee will expire with respect to the CY 2011, which begins January 1, 2011.

This standard rate increase guarantee will be applicable no matter how much of an increase in standard rates is experienced by WCT from its reinsurers and no matter how much of an increase in standard rates, if any, is adopted by WCT for any reason.

The Program is not a guarantee of a freeze or cap on the total amount of contributions to be made to WCT by an enrolling Member. If the underwriting exposures of a Member remain the same from one calendar year to another covered by this Agreement, then the actual amount of contribution to WCT for protection will increase no greater than nine percent (9%). If the underwriting exposures of a Member are reduced or increased during any calendar year covered by this Agreement, then the amount of contributions will be commensurately adjusted. The rate increase guarantee is applicable to all protections afforded by WCT under the Trust and required to be obtained by a Member, but is not applicable to protection afforded and provided by WCT at the option of the Member.

3. Protection Changes: The WCT Member Agreement (the "Member Agreement"), describes and details the protection provided to its Members. The bylaws of the Local Government Center, Inc. applicable to WCT allow and provide for modifications to the Member Agreement and protection under the Trust. The modifications are, generally, applied to all of the Members of WCT. WCT2011 is not intended to modify the need and ability of WCT to change the protection offered to its Members in accordance with the provisions and procedures of the bylaws. For purposes of clarification only, the bylaws provide that if WCT wishes to enhance protection, it can do so upon a vote of the Board of Directors, all of whom are public officials or employees. If WCT desires to modify protection in some area that could result in a reduction of protection, the bylaws provide that any vote of the Board of Directors would be preceded by notice to and hearing for the Members.

4. Membership Maintenance: As a participant in WCT2011, the Member agrees, as of the date of enrollment, to continue its membership in WCT for the period through December 31, 2010 for workers compensation, unemployment benefits, if applicable and related protection provided by WCT.

5. Enrollment: To complete enrollment in WCT2011, an existing Member must adopt a resolution of its governing body in substantially the same form and content as provided to the Member and attached to this description of WCT2011 as Exhibit 1. An entity wishing to become a Member must adopt a resolution of its governing body in substantially the same form and content as provided to the Member and attached to this description of WCT2011 as Exhibit 2. The Member must deliver a certified copy of the resolution to WCT and the Application and Participation Agreement (with the option for the WCT2011 Multi-Year Rate Guarantee Program selected) signed for the Member.

If a Member wishes to participate in WCT2011 but is unable to effect an adoption of the resolution by the Effective Date, it may provide to WCT a letter of intent to enter WCT 2011, no later than the Effective Date, and it shall provide the appropriate resolution within 60 days after the Effective Date.

6. Agreement is Addendum to Participation Agreement. The Member and WCT agree and acknowledge that this Agreement is an addendum to the Application and Participation Agreement between the Member and WCT. If there are any inconsistencies between the two documents, this Agreement will govern unless the context indicates otherwise.

Exhibit I [Existing Members]

WCT2011
RESOLUTION for PARTICIPATION in the
MULTI YEAR RATE GUARANTEE PROGRAM
of the
LOCAL GOVERNMENT CENTER
PROPERTY-LIABILITY TRUST, LLC
d/b/a LOCAL GOVERNMENT CENTER WORKERS' COMPENSATION TRUST

RESOLVED: To hereby accept the offer of the Local Government Center Property-Liability Trust, LLC, d/b/a Local Government Center Workers' Compensation Trust ("WCT") to enter into its Multi Year Rate Guarantee Program ("WCT2011") as of the date of the adoption of this resolution and to hereby enter and agree to maintain the membership and participation of _____ ("Member") in WCT from January 1, 2008 through December 31, 2010 for workers compensation, unemployment benefits, if applicable and related risk protection of WCT. The protection provided by WCT in each of the calendar years stated shall be as then set forth in the Member Agreement, or similar protection documentation of WCT in effect from time to time for WCT members. In return for such agreement for maintenance of membership, WCT shall provide to the Member:

- (i) With respect to the calendar year beginning January 1 and ending December 31 ("CY") in each of the years 2008, 2009 and 2010, a guaranteed maximum annual increase in the standard rates of WCT for the Member of nine percent (9%) of the standard rates established by WCT for the Member for the prior CY, except for underwriting exposures added by the Member.

This Resolution is subject to appropriations with respect to the years CY 2008, CY 2009 and CY 2010 to allow the contributions to be made to the WCT for workers compensation, unemployment benefits, if applicable and related risk protection provided by WCT.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of _____ [Member] adopted on _____ [Date].

Name: _____
Title: _____, duly authorized.
Date: _____

Exhibit 2 [New Members]

WCT2011
RESOLUTION for PARTICIPATION in the
MULTI YEAR RATE GUARANTEE PROGRAM
of the
LOCAL GOVERNMENT CENTER PROPERTY-LIABILITY TRUST, LLC
d/b/a LOCAL GOVERNMENT CENTER WORKERS' COMPENSATION TRUST

RESOLVED: To hereby accept the offer of the Local Government Center Property-Liability Trust, LLC, d/b/a Local Government Center Workers' Compensation Trust ("WCT") to enter into its Multi Year Rate Guarantee Program ("WCT2011") as of the date of the adoption of this resolution and to hereby enter and agree to maintain the membership and participation of the **Town of Belmont** in WCT from January 1, 2008 through December 31, 2010 for workers compensation, unemployment benefits, if applicable and related risk protection of WCT. The protection provided by WCT in each of the calendar years stated shall be as then set forth in the Member Agreement, or similar protection documentation of WCT in effect from time to time for WCT members. In return for such agreement for maintenance of membership, the WCT shall provide to the Member:

- (i) With respect to the calendar year beginning January 1 and ending December 31 ("CY") in each of the years 2009 and 2010, a guaranteed maximum annual increase in the standard rates of WCT for the Member of nine percent (9%) of the standard rates established by WCT for the Member for the prior CY, except for underwriting exposures added by the Member.

This Resolution is subject to appropriations with respect to the years CY 2008, CY 2009 and CY 2010 to allow the contributions to be made to WCT for workers compensation, unemployment benefits and related risk protection provided by WCT.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the Town of Belmont adopted on 11/19/07 [Date].

K Jeanne Beaudin
Name: K Jeanne Beaudin
Title: Town Administrator, duly authorized.
Date: 11/19/07

ADDENDUM 6

**MUNICIPAL
TOTAL RISK MANAGEMENT (TRiM®) AGREEMENT
of the
LOCAL GOVERNMENT CENTER**

This is a description of the Municipal Total Risk Management (TRiM®) of Local Government Center Property-Liability Trust, LLC, and Local Government Center Property-Liability Trust, LLC d/b/a Local Government Center Workers Compensation Trust (collectively "PLT"). PLT operates a pooled risk management program for the provision of: (a) protection against property and liability risks, known as Property-Liability Trust; and (b) workers compensation and unemployment benefits to Members' employees, known as Workers' Compensation Trust. The Property-Liability Trust and the Workers' Compensation Trust are referred to collectively herein as the "Trusts." This agreement (the "Agreement") is the understanding between PLT and the Applicant on the foregoing Application and Participation Agreement (the "Member"), by which the Member enrolls and agrees to participate in TRiM®.

1. Eligibility.

An existing Member of the Trusts or any other public entity that is not Member, but is eligible to be a Member of the Trusts, may enroll in TRiM® as described below if such Member or entity acquires all of its: (i) property and liability (including statutory bond) protection from PLT, (ii) workers' compensation protection from PLT, d/b/a WCT, and (iii) medical benefits protection for employees of the Member from Local Government Center HealthTrust, LLC ("HealthTrust").

2. Enrollment.

The Member hereby enrolls in TRiM® for the period from **January 1, 2008 through June 30, 2011.**

3. Core Requirements.

The Member will:

- (a) establish and actively maintain a joint loss management committee satisfying the requirements of RSA 281-A:64, regardless of whether it is otherwise applicable to the Member;
- (b) use LGC's "Employment Law Hotline" for toll-free legal advice on employment matters;
- (c) have its managers and supervisors to attend the Managers and Supervisors

Orientation Session within ninety (90) days of enrollment in TRiM®;

- (d) conduct a financial liability assessment or have a current audit on file with PLT;
- (e) participate in the Risk Management Programs based on correlated losses;
- (f) update or develop a Light Duty Policy; and
- (g) meet with representatives of the Local Government Center semi-annually to review losses and satisfaction of participation requirements.

4. Elective PLT Programs.

In addition to satisfying the Core Requirements described above, the Member will choose at least one additional PLT service or program annually from the following menu:

- (a) have at least one supervisor or manager participate in the Local Government Center Leadership Institute (presented jointly by the Local Government Center and Antioch New England Institute);
- (b) have at least one member of the governing body participate in the Selectperson Institute (presented by Antioch New England Institute);
- (c) have at least one elected official participate in a Local Officials Workshop (presented by the Local Government Center);
- (d) update or develop a Personnel Policy;
- (e) have employees, management or elected officials participate in training on high-risk/liability areas based on the Member's individual loss analysis; or
- (f) have appropriate employees participate in driving programs for police, fire, EMS and public works departments.

5. Elective WCT Programs.

In addition to satisfying the Core Requirements and at least one of the PLT Elective Programs described above, the Member will choose one additional WCT service or program annually from the following menu:

- (a) promote and achieve 75% employee participation in the *Slice of Life* Health Risk Appraisal Program;
- (b) host and promote the HealthTrust's *Slice of Life* "You Can Make A Difference" workshop (minimum 75% employee participation required);

- (c) update or develop a Personnel Policy;
- (d) update or develop a Return to Work Policy;
- (e) have at least one supervisor or manager participate in the Local Government Center Leadership Institute (presented jointly by the Local Government Center and Antioch New England Institute);
- (f) have appropriate employees participate in driving programs for Police, Fire, EMS and Public Works Departments; or
- (g) have employees, management or elected officials participate in training on high-risk/liability areas based on the Member's individual loss analysis.

6. **Right to Modify or Substitute Programs.** PLT reserves the right to modify, suspend, or replace any of the PLT or WCT programs described above, or to institute new programs in addition to the foregoing, at any time during the term of this Agreement. Similarly, HealthTrust reserves similar rights to modify, suspend, replace or add to any of its programs described above. PLT will provide the Member with advance notice of any modified, suspended, replacement or new program, as well as any modifications to the requirements described in Sections 3 through 5 above.

7. **Agreement is Addendum to Participation Agreement.** The Member and PLT agree and acknowledge that this Agreement is an addendum to the Application and Participation Agreement between the Member and PLT and HealthTrust. If there are any inconsistencies between the two documents, this Agreement will govern unless the context indicates otherwise.

ADDENDUM 7

**FIRST RATE™ PACKAGE PRICING AGREEMENT
of the
LOCAL GOVERNMENT CENTER, INC.**

This is a description of the First Rate™ LGC Package Pricing program of *Local Government Center Property-Liability Trust, LLC* ("PLT"), *PLT d/b/a Local Government Center Workers' Compensation Trust* ("WCT") and *Local Government Center HealthTrust, LLC* ("HealthTrust") (collectively, the "Trusts") effective as of the effective date in the foregoing Application and Participation Agreement unless otherwise agreed in writing by the parties (the "Effective Date"). This agreement (the "Agreement") is between the Trusts and the Applicant in the foregoing Application and Participation Agreement (the "Member"), and by which the Member enrolls and agrees to participate in First Rate™ LGC Package Pricing.

1. **Requirements.** An existing Member of the Trusts or any other public entity that is not a member, but is eligible to be a Member of the Trusts, may enroll in First Rate™ LGC Package Pricing as described herein, if such Member or entity acquires all of its: (i) property and liability (including statutory bond) protection from PLT, (ii) workers' compensation benefits protection for employees of the Member from PLT, d/b/a WCT, and (iii) medical benefits protection for employees of the Member from HealthTrust.

2. **Enrollment.** The Member hereby enrolls in First Rate™ LGC Package Pricing.

3. **First Rate™ Package Pricing Credits.**

3.1 **Workers' Compensation Pricing Credits.** For enrolling in First Rate™ LGC Package Pricing, the Member will receive a credit against the price of the protection provided by WCT to the Member in the amount set forth in the written quotation for workers' compensation protection from WCT earlier delivered to the Member and captioned on such quotation as "Package Credit".

3.2 **TRiM® Option.** If the Member enrolling in First Rate™ LGC Package Pricing also enrolls in the TRiM® Program, the Member will be entitled to a further credit against the price of the workers' compensation protection provided by WCT to the Member in the amount set forth on the quotation for workers' compensation protection for WCT accompanying this Agreement or earlier delivered to the Member and captioned on such quotation as "TRiM® Credit".

4. **Membership Maintenance.** The Member understands and agrees that First Rate™ LGC Package Pricing credits against workers' compensation protection is effective for the period beginning the Effective Date and ending June 30, 2011, subject to any underwriting or other adjustments in discounts for the period. The package and TRiM® credits require the Member to remain enrolled in each of the programs of the Trusts identified in Section 1 of this Agreement

Application and Participation Agreement (Muni – Under 100)

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for the entire periods initially enrolled, which programs may have different effective and expiration dates. The pricing set forth above will terminate immediately upon cancellation by the Member of any of the Trusts' programs prior to their renewal date.

5. Agreement is Addendum to Participation Agreement. The Member and the Trusts agree and acknowledge that this Agreement is an addendum to the Application and Participation Agreement between the Member and the Trusts. If there are any inconsistencies between the two documents, this Agreement will govern unless the context indicates otherwise.

EXHIBITS

To

APPLICATION AND PARTICIPATION AGREEMENT

Exhibit A: *Form of Authorizing Resolution. [MANDATORY for ALL TRUSTS]*

Exhibit B: *Joint Authorization and Power of Attorney [MANDATORY when Unemployment benefits selected]*

EXHIBIT A

CERTIFICATE OF AUTHORIZING RESOLUTION

I hereby certify to each of *Local Government Center HealthTrust, LLC* ("HealthTrust"), *Local Government Center Property-Liability Trust, LLC* ("PLT"), and *PLT d/b/a Local Government Center Workers Compensation Trust* ("WLT"), as applicable (HealthTrust, PLT and WCT collectively are referred to as the "Trusts"), that the following is a true copy of a resolution adopted by the governing board of the **Town of Belmont** at a meeting duly held on

11/19/07 [Date]:

RESOLVED: That the **Town of Belmont** shall participate in the following self-funded, reinsurance pools operated by subsidiaries of Local Government Center, Inc.:

[CIRCLE THE APPROPRIATE ANSWER IN EACH ITEM BELOW:]

- YES / NO HealthTrust, for the provision of health and other benefits as may be selected for its employees.
- YES / NO PLT, for the provision of protection against its property and liability risks.
- YES / NO PLT, d/b/a WCT, for the provision of workers compensation for its employees.
- YES / NO PLT, d/b/a WCT, for the provision of unemployment benefits for its employees.

RESOLVED: That K. Jeanne Prandin Town Administrator [Name/Title] is hereby authorized and directed to execute and deliver to the applicable Trusts on behalf of the **Town of Belmont** the "Application and Participation Agreement," including any applicable Schedules thereto, in substantially the form presented to this meeting, together with any related documentation necessary to effect and complete the Application and Participation for the above-authorized protection and benefits.

RESOLVED: That K Jeanne Beaudin Town Administrator [Name/Title] is hereby authorized and directed to execute and deliver to the applicable Trusts a certificate of this resolution.

I further certify that the foregoing resolution remains in full force and effect without modification.

MEMBER: Town of Belmont

Date: 11/19/07

By: K Jeanne Beaudin
Name: K Jeanne Beaudin
Title: Town Administrator, duly authorized.

EXHIBIT B



**Local Government Center
Property-Liability Trust, LLC d/b/a
Local Government Center Workers Compensation Trust**

JOINT AUTHORIZATION AND POWER OF ATTORNEY

I _____ as duly authorized representative of _____, a participating member of the Local Government Center Property-Liability Trust, d/b/a Local Government Center Workers Compensation Trust, having a principal place of business at 25 Triangle Park Drive, Concord, New Hampshire 03302-0617, ("WCT") hereby authorize, make, constitute and appoint WCT, its agents and employees, the TRUE AND LAWFUL ATTORNEY IN FACT for the Member, and in its name, place and stead, with full power, to do on behalf of the Member any act or thing the Member may lawfully do in connection with the Members' rights, duties, obligations, liabilities or otherwise under, pursuant to or in any way related to New Hampshire RSA 282-A, ("Unemployment Compensation"), including, without limitation:

1. To receive from and transmit to the New Hampshire Department of Employment Security, including without limitation its Unemployment Compensation Bureau or its other bureaus (the "Department"), any and all correspondence, reports, information, confidential information, and communications, oral or written, including official notices of any kind (the "Reports");
2. To make, endorse, sign, or amend any and all Reports;
3. To reimburse or pay to the Department any and all liability for Unemployment Compensation benefits paid to employees of the Member;
4. To make or apply for any refunds that may be payable by the Department;

5. To pay or contest claims and to settle claims by compromise, arbitration or otherwise;
6. To bring, prosecute, defend or settle any action, suit or proceeding at law or in equity that WCT may deem necessary or proper; and
7. To transact any and all business with the Department.

Local Government Center Property-Liability Trust, d/b/a Local Government Center Workers Compensation Trust, by its duly authorized agent, does hereby accept its appointment and agrees to so act as TRUE AND LAWFUL ATTORNEY IN FACT for the Member.

Dated this ____ day of _____, 20____.

Member: _____

**Local Government Center Property-
Liability Trust, LLC d/b/a
Local Government Center Workers'
Compensation Trust**

By: _____

By: _____

Name: _____

John B. Andrews, Executive Director

Title: _____, duly authorized.

27. A listing of all "members" and "managers" for Local Government Center HealthTrust, LLC, Local Government Center Property-Liability Trust, LLC, Local Government Center Worker's Compensation Trust, LLC, and New Hampshire Municipal Association, LLC (real estate is "Inc.") during the relevant time period.

Although some of the filings with the Secretary of State's office may have been inconsistent and contained technical errors which resulted in it not being as clear as to whom the members and managers were for the entities listed in your request, the intent and consistent operation of the entities was as provided below for the time period of your investigation. Attached are also copies of recent filings with the New Hampshire Corporate Division to correct the technical errors referred to above.

LOCAL GOVERNMENT CENTER HEALTHTRUST, LLC:

<u>Member(s) Name & Address</u>	<u>Membership Interest</u>	<u>Manager(s)</u>
Local Government Center, Inc.	100%	None

LOCAL GOVERNMENT CENTER PROPERTY-LIABILITY TRUST, LLC:

<u>Member(s) Name</u>	<u>Membership Interest</u>	<u>Manager(s)</u>
Local Government Center, Inc.	100%	None

LOCAL GOVERNMENT CENTER WORKER'S COMPENSATION TRUST, LLC:
(Through May 31, 2007 when it merged into Local Government Center Property-Liability Trust, LLC.)

<u>Member(s) Name</u>	<u>Membership Interest</u>	<u>Manager(s)</u>
Local Government Center, Inc.	100%	None

NEW HAMPSHIRE MUNICIPAL ASSOCIATION, LLC:

<u>Member(s) Name</u>	<u>Membership Interest</u>	<u>Manager(s)</u>
Local Government Center, Inc.	100%	John B. Andrews (6/24/2003 – 9/3/2009) Maura Carroll (9/4/09 – present)

October 13, 2011

VIA HAND DELIVERY

Corporate Division
New Hampshire Department of State
107 North Main Street
Concord NH 03301-4989

**Re: Local Government Center HealthTrust, LLC
Business ID: 441620
- Annual Report Correction for years 2004 through 2011**

Dear Sir/Madam:

Please let this letter serve as notification regarding the correction of the above referenced limited liability company's annual report filings for years 2004 through 2011.

As stated in Article Fifth of the original Certificate of Formation, the management of the limited liability company is not vested in a manager or managers, therefore the previously filed annual reports should have reflected the following information:

Member:

Local Government Center, Inc.
25 Triangle Park Drive
Concord, NH 03302

Please correct this information accordingly. I appreciate your assistance.

Very truly yours,



Maura Carroll, Executive Director of
Local Government Center, Inc.,
as the Sole Member of
Local Government Center HealthTrust, LLC

State of New Hampshire
Officer/Director-Manager/Member Change 1 Page(s)



T1128731027

Filed
Date Filed: 10/14/2011
Business ID: 441617
William M. Gardner
Secretary of State

October 13, 2011

VIA HAND DELIVERY

Corporate Division
New Hampshire Department of State
107 North Main Street
Concord NH 03301-4989

**Re: Local Government Center Property-Liability Trust, LLC
Business ID: 441617
- Annual Report Correction for years 2004 through 2011**

Dear Sir/Madam:

Please let this letter serve as notification regarding the correction of the above referenced limited liability company's annual report filings for years 2004 through 2011.

As stated in Article Fifth of the original Certificate of Formation, the management of the limited liability company is not vested in a manager or managers, therefore the previously filed annual reports should have reflected the following information:

Member:

Local Government Center, Inc.
25 Triangle Park Drive
Concord, NH 03302

Please correct this information accordingly. I appreciate your assistance.

Very truly yours,



Maura Carroll, Executive Director of
Local Government Center, Inc.,
as the Sole Member of
Local Government Center Property-Liability Trust, LLC

State of New Hampshire
Officer/Director-Manager/Member Change 1 Page(s)



T1128731030

Filed
Date Filed: 10/14/2011
Business ID: 441620
William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE

Filing fee: \$35.00

Form No. LLC-4
RSA 304-C:17

LIMITED LIABILITY COMPANY
RESTATED CERTIFICATE OF FORMATION

PURSUANT TO THE PROVISIONS OF CHAPTER 304-C, SECTION 17 OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, THE UNDERSIGNED SUBMITS THE FOLLOWING RESTATED CERTIFICATE OF FORMATION:

FIRST: The name of the limited liability company as presently recorded is:

Local Government Center HealthTrust, LLC

SECOND: Here insert all of the operating provisions of the certificate of formation as amended.

FIRST: The name of the limited liability company is:

Local Government Center HealthTrust, LLC

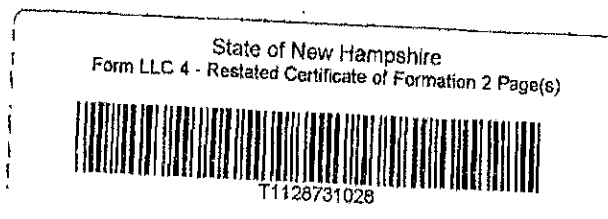
SECOND: The nature of the primary business or purposes is to provide health benefits to employees of members.

THIRD: The name of the limited liability company's registered agent is David I. Frydman, and the street address, town/city of its registered office is 25 Triangle Park Drive, Concord, NH 03301.

FOURTH: There shall be no fixed date upon which the Company shall dissolve.

FIFTH: The management of the limited liability company is not vested in a manager or managers.

THIRD: The foregoing certificate of formation correctly sets forth without change the corresponding provisions of the certificate of formation as heretofore amended, and supersedes the original certificate of formation and all amendments thereto.



LOCAL GOVERNMENT CENTER
HEALTHTRUST, LLC

By its Sole Member:
LOCAL GOVERNMENT CENTER, INC.

Dated: October 13, 2011

By: Maura Carroll
Maura Carroll, Executive Director

Filed
Date Filed: 10/14/2011
Business ID: 441617
William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE

Filing fee: \$35.00

Form No. LLC-4
RSA 304-C:17

LIMITED LIABILITY COMPANY
RESTATED CERTIFICATE OF FORMATION

PURSUANT TO THE PROVISIONS OF CHAPTER 304-C, SECTION 17 OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, THE UNDERSIGNED SUBMITS THE FOLLOWING RESTATED CERTIFICATE OF FORMATION:

FIRST: The name of the limited liability company as presently recorded is:

Local Government Center Property-Liability Trust, LLC

SECOND: Here insert all of the operating provisions of the certificate of formation as amended.

FIRST: The name of the limited liability company is:

Local Government Center Property-Liability Trust, LLC

SECOND: The nature of the primary business or purposes is to provide property-liability and workers' compensation coverage to members of its pooled risk management program.

THIRD: The name of the limited liability company's registered agent is David I. Frydman, and the street address, town/city of its registered office is 25 Triangle Park Drive, Concord, NH 03301.

FOURTH: There shall be no fixed date upon which the Company shall dissolve.

FIFTH: The management of the limited liability company is not vested in a manager or managers.

THIRD: The foregoing certificate of formation correctly sets forth without change the corresponding provisions of the certificate of formation as heretofore amended, and supersedes the original certificate of formation and all amendments thereto.

State of New Hampshire
Form LLC 4 - Restated Certificate of Formation 2 Page(s)



T1128731031

LOCAL GOVERNMENT CENTER PROPERTY-
LIABILITY TRUST, LLC

By its Sole Member:
LOCAL GOVERNMENT CENTER, INC.

Dated: October 13, 2011

By: Maura Carroll
Maura Carroll, Executive Director