DEPARTMENT OF STATE POLICE OF INDIANA

PENSION TRUST AGREEMENT

(Restated - Effective July 1, 1987)

CONTENTS

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Preamble

WHEREAS, pursuant to authority granted by the General Assembly of the State of Indiana by Chapter 54, Acts of 1937, as amended, the Department of State Police of Indiana, a division of the Indiana State government with its principal office at Indianapolis, Indiana, Party of the First Part (hereinafter referred to as the "Department"), and the Treasurer of the State of Indiana, Party of the Second Part (hereinafter referred to as the "Trustee") entered into a Pension Trust Agreement originally effective as of the 1st day of July, 1937; and

WHEREAS, such Trust Agreement has been amended from time to time to reflect changes in its governing statutes, most recently in an amendment and complete restatement, effective as of the 1st day of July, 1971; and

WHEREAS, the Trustee is an officer of the State of Indiana with full power to act as Trustee and with its principal place of business at Indianapolis, Indiana; and

WHEREAS, in its First Regular Session, the 105th General Assembly has further amended the statutes (now codified in IC 10-1) authorizing this Trust Agreement, and such statutes now provide for maintenance of a two-part State Police Benefit System, to be known as the "Pre-1987 State Police Benefit System" (see IC 10-1-2.2) and the "1987 State Police Benefit System" (see IC 10-1-2.3); and

WHEREAS, the Department and the Trustee wish to amend the Pension Trust Agreement to implement this two-part State Police Benefit System;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto agree to a complete amendment and restatement of the prior Trust Agreement, to reflect a two-part State Police Benefit System, and such amended Trust Agreement (which is sometimes referred to herein as the "Indiana State Police Pension Plan" or the "Plan") shall read as follows:

PART I

Definitions

Section

1. **PRE-1987 BENEFIT SYSTEM:** The term "Pre-1987 Benefit System" shall refer to the benefits provided hereunder to Employee Beneficiaries who are first employed as Employees by the Department before July 1, 1987, and who do not elect to be covered by the 1987 Benefit System in accordance with the provisions of Section 16 of this Trust Agreement. The benefits provided to Employee Beneficiaries who participate in the Pre-1987 Benefit System are described in Section 22 of this Trust Agreement. Any benefits provided to former Employees who qualified for such benefits under the terms of the Trust Agreement as in effect prior to July 1, 1987, shall also be deemed part of the Pre-1987 Benefit System. The rights of any such former Employees to benefits hereunder shall be governed by the provisions of the Trust Agreement as in effect at their respective dates of termination of employment.

2. **1987 BENEFIT SYSTEM:** The term "1987 Benefit System" shall refer to the benefits provided hereunder to Employee Beneficiaries who are first employed as Employees by the Department on or after July 1, 1987, and to those Employee Beneficiaries who were first employed before July 1, 1987, provided they elect to be covered by the 1987 Benefit System in accordance with the provisions of Section 16 of this Trust Agreement. The benefits provided to Employee Beneficiaries who participate in the 1987 Benefit System are described in Section 23 of this Trust Agreement.

3. **DEPARTMENT:** The term "Department" shall refer to the Department of State Police of Indiana.

4. **TRUSTEE:** The term "Trustee" shall refer to the Treasurer of the State of Indiana. The Trustee will act as Trustee of the Pension Fund established pursuant hereto and will receive and hold in trust, manage, invest and reinvest any money paid to it as such Trustee in accordance with the terms and provisions of this Trust Agreement.

5. **PENSION FUND:** The Pension Fund shall consist of voluntary contributions from the Department, moneys paid from the wages of Employees of the Department, and any other payments or contributions made to the Pension Fund by the State of Indiana or by any other person or persons, firm or corporation and the income and proceeds derived from the investment thereof. The Pension

Fund shall be treated and accounted for as a single fund without distinguishing between amounts attributable to benefits payable under the Pre-1987 Benefit System and the 1987 Benefit System.

6. **EMPLOYEE:** The term "Employee" as used in this Trust Agreement means any regular police employee of the Department. The term "Employee" shall also include any regular limited police employee of the Department who became an Employee Beneficiary prior to July 1, 1987. The term "Employee" shall also include any such employee while in disability pension status prior to the attainment of age fifty-five (55) as determined by the Pension Advisory Board; provided, however, when the total service of an Employee on disability status equals twenty-five (25) years if he is participating in the 1987 Benefit System, he shall be deemed to have retired for purposes of this Trust Agreement, except that such retirement shall not be deemed to occur until the earlier of the date he attains age fifty-five (55) or the date he has received all sick pay benefits and long-term disability insurance payments that are available to him. Only service with the Department while an Employee shall be recognized for purposes of determining benefits under this Trust Agreement.

7. **EMPLOYEE BENEFICIARY:** The term "Employee Beneficiary" as used herein shall mean any Employee or former Employee who has complied with the terms of the Trust Agreement regarding the requirements for participation in either the Pre-1987 Benefit System or the 1987 Benefit System and is entitled to receive benefits under either the Pre-1987 Benefit System or the 1987 Benefit System.

8. **NORMAL RETIREMENT AGE:** The term "Normal Retirement Age" as used in this Trust Agreement means age fifty-five (55). No credit will be granted under this Trust Agreement for any services of any Employee Beneficiary after age fifty-five (55).

9. **CONTINGENT BENEFICIARIES AND ESTATE:** The words "any person claiming by, through or under any Employee Beneficiary" as used in this Trust Agreement shall mean the person or persons entitled to payment of any amounts under this Trust Agreement after the Employee Beneficiary's death as a result of their relationship to such deceased Employee Beneficiary. It is noted that the Trust Agreement contains specific provisions that permit only a surviving spouse, dependent children, dependent parents, or the estate of an Employee Beneficiary to receive any amounts that are payable under the Trust Agreement after the Employee Beneficiary's death. Except with respect to the ability to name a subsequent

spouse to obtain the survivor annuity payable under the 1987 Benefit System, there is no ability for an Employee Beneficiary to name a beneficiary to receive any benefits under the Trust Agreement; instead, any such benefits are payable automatically to a surviving spouse, dependent children, dependent parents or estate in the order of priority established in the Trust Agreement.

10. **FISCAL YEAR:** The term "Fiscal Year" as used herein shall mean the period from July 1 to June 30, both dates inclusive.

11. **PENSION ADVISORY BOARD:** The term "Pension Advisory Board" means the board consisting of the Superintendent of the Department of State Police of Indiana [chairman], a representative of the Pension Consultants who shall serve at the pleasure of the other members of the Board on a voting or nonvoting basis, three (3) Employee Beneficiaries who shall be elected as provided in this Section, and an Executive Secretary who shall be appointed by the Superintendent. The three (3) Employee Beneficiary members of the Indiana State Police Pension Advisory Board who are elected by the Employee Beneficiaries on or before July 1 of each year shall be elected to serve the following terms: In the first instance, one (1) of such members shall be elected for a term of one (1) year, one (1) member for a term of two (2) years, and one (1) member for a term of three (3) years. Thereafter all members shall be elected for a term of three (3) years, and until their successors have been elected and qualified. Any vacancy which may occur in the membership of the Board for any cause shall be filled for the unexpired term by a special election, to be conducted in the same manner as regular elections. Upon ninety (90) days advance notice by the Pension Consultants or at the request of a majority of the other members of the Board, the representative of the Pension Consultants may cease to serve as a member of the Board. The duties of this Board shall be to approve pensions, adjust compensation used for plan purposes, formulate policies and assist in the administration of this program. Meetings shall be held at least semi-annually and more frequently if necessary, to consider problems which may arise.

12. **PENSION CONSULTANTS:** The term "Pension Consultants" as used in this Trust Agreement means any individual, firm or corporation of technical consultants who are competent and qualified to supervise and assist in the establishment, maintenance and operation of a pension plan and who are engaged in such capacity by the Trustee, subject to the approval of the Department.

13. **APPLICATION OF TERM "BASIC":** The term "basic" when used in connection with the words "retirement benefit," "pension," "benefit," or "monthly retirement benefit," in the 1987 Benefit System refers to the monthly retirement amount which is or may be available to an Employee Beneficiary thereunder on the day of his completion of twenty-five (25) years of service with the Department as an Employee Beneficiary; or if the Employee Beneficiary is participating in the Pre-1987 Benefit System, the term "basic" refers to the amount which is or may be available to an Employee on the day of his completion of twenty (20) years of service with the Department as an Employee Beneficiary.

14. **NET AMOUNT:** The "Net Amount paid into the Pension Fund from the wages of an Employee Beneficiary" for the purposes of this Trust Agreement shall be deemed to be the amount of money actually paid in from the wages of such Employee Beneficiary, plus interest at the rate determined in accordance with Section 20, less any sums, plus interest at the same rate, paid from the Pension Fund to such Employee Beneficiary and/or to any persons claiming by, through or under such Employee Beneficiary.

PART II

Participation Rules under Pre-1987 and 1987 Benefit Systems

Section

15. **PARTICIPATION IN PRE-1987 BENEFIT SYSTEM:** An Employee employed by the Department before July 1, 1987, who does not make an effective election to be covered by the 1987 Benefit System as provided in the following Section 16 of the Trust Agreement shall continue to participate in the Pre-1987 Benefit System, provided he executed the necessary Application and Authorization form within the time limit provided by the provisions of the Trust Agreement as in effect at the date of his employment. The employee contributions being made by an Employee Beneficiary participating in the Pre-1987 Benefit System shall be determined as provided in Section 18 of the Trust Agreement and shall not exceed five percent (5%) of the monthly salary (without overtime) that would be received by an Employee at the beginning of his third (3rd) year of service in the grade of Trooper as determined by the Department.

In the event of the reemployment after July 1, 1987, of an individual who was first employed by the Department prior to July 1, 1987, then such individual can elect to participate in the 1987 Benefit System only if the election is filed prior to July 1, 1988, as provided in Section 16; if for any reason (including the fact that reemployment only occurred after June 30, 1988) such election is not timely filed, then such an individual can only participate in the Pre-1987 Benefit System.

16. **ELECTION TO PARTICIPATE IN 1987 BENEFIT SYSTEM BY EMPLOYEES FIRST EMPLOYED BEFORE JULY 1, 1987:** Each Employee who is first employed by the Department before July 1, 1987, shall execute an Application and Authorization form indicating whether such Employee elects to be covered under the 1987 Benefit System and deliver such form to the Trustee not later than June 30, 1988. Such Application and Authorization form shall provide for employee contributions equal to six percent (6%) of such Employee's total monthly salary (excluding overtime) as provided in Section 19. If such an Employee who was first employed by the Department before July 1, 1987, fails to execute and deliver such a form by June 30, 1988, then he shall not be eligible to participate in the 1987 Benefit System.

Once such an election is received by the Trustee and treated as effective, the election shall be irrevocable, except to the extent that subsequent statutory provisions governing the Trust Agreement may permit revocation. However, in the event the employment of such an Employee Beneficiary is terminated less than twelve (12) months after his election was filed with the Trustee, then his election to be covered by the 1987 Benefit System shall be ineffective and his benefits hereunder shall be determined under the provisions governing the Pre-1987 Benefit System; provided, however, if the Employee Beneficiary had attained age fifty-five (55) on the date of his termination of employment and he makes additional contributions equal to the remaining amount that he would have contributed during such twelve (12) month period if he had not retired, then his election shall be effective and his benefits hereunder shall be determined under the 1987 Benefit System.

17. **PARTICIPATION IN 1987 BENEFIT SYSTEM BY EMPLOYEES FIRST EMPLOYED AFTER JUNE 30, 1987:** Each Employee who is first employed by the Department after June 30, 1987, shall only be eligible to participate in the 1987 Benefit System. Any Employee who is first employed by the Department after June 30, 1987, may elect to become an Employee Beneficiary by signing and delivering to the Department within one hundred eighty (180) days after

the date he shall become an Employee, an Application and Authorization form as adopted from time to time by the Department. Such Application and Authorization form shall provide for employee contributions equal to six percent (6%) of such Employee's total monthly salary (excluding overtime) as provided in Section 19.

The Department shall retain one or more copies of the signed Application and Authorization form executed by each Employee Beneficiary for use in connection with administration of the Trust Agreement.

18. **EMPLOYEE CONTRIBUTIONS UNDER PRE-1987 BENEFIT SYSTEM:** The contribution deducted from the salary of an Employee Beneficiary who is participating in the Pre-1987 Benefit System each month shall be equal to five percent (5%) of the monthly salary from which such deduction is made; provided, however, that the maximum monthly contribution with respect to an Employee Beneficiary participating under the Pre-1987 Benefit System shall be equal to five percent (5%) of the monthly salary (without overtime) that would be received by an Employee at the beginning of his third (3rd) year of service in the grade of Trooper as determined by the Department. Employee Beneficiaries participating in the Pre-1987 Benefit System shall make contributions to the Pension Fund equal to five percent (5%) of their monthly salary for every month they are connected with the Department, subject to the maximum described in the preceding sentence, provided that Employees in disability pension status shall contribute only the amount prevailing at the commencement of disability leave and such amount shall increase only if the Employee receives an increase in salary (and shall be subject to the maximum contribution as in effect from time to time); and further provided that no contributions shall be made with respect to salaries received after Normal Retirement Age. Such deductions shall be made in the manner best suited to the State Police payroll department.

19. **EMPLOYEE CONTRIBUTIONS UNDER 1987 BENEFIT SYSTEM:** The contribution deducted from the salary of an Employee Beneficiary who is participating in the 1987 Benefit System each month shall be equal to six percent (6%) of the total monthly salary from which such deduction is made; all salary is subject to such contribution under the 1987 Benefit System. Employee Beneficiaries participating in the 1987 Benefit System shall make contributions to the Pension Fund equal to six percent (6%) of their total monthly salary (excluding overtime) for every payroll period commencing on or after the effective date of their election to participate in the 1987 Benefit System pursuant to Section 16 or 17, during which they are connected with the Department, provided

that Employees in disability pension status shall contribute only the amount prevailing at the commencement of disability leave and such amount shall increase only if the Employee receives an increase in salary; and further provided that no contributions shall be made with respect to salaries received after Normal Retirement Age. Such deductions shall be made in the manner best suited to the State Police payroll department.

20. **MAINTENANCE OF EMPLOYEE CONTRIBUTION RECORDS:** In order that the Employee contribution ledger may continually show the net amount paid into the Pension Fund from the wages of an Employee Beneficiary, in accordance with the provisions of the Trust Agreement as in effect from time to time, interest at the rate specified herein shall be credited to each Employee's contribution account annually as of June 30 and shall be computed on the basis of the net amount showing to the Employee's credit as of June 30 of the year prior to the date of computation. The interest rate shall be three percent (3%) or such different interest rate as is mutually agreed to by the Department and the Trustee, from time to time. The total amount of interest credited to all Employees shall not exceed an amount equal to the product of the amount of the net contribution reserve in the Trustee's ledger on June 30 of the fiscal year prior to the date of the interest credit multiplied by the percentage rate of interest in effect as of the date of the interest credit.

21. **CESSATION OF PARTICIPATION BY TERMINATED EMPLOYEE BENEFICIARY:** In the event that any Employee Beneficiary shall cease to be an Employee prior to the time when he has attained the age of fifty-five (55) years, he shall likewise cease to be an Employee Beneficiary as soon as he has received the benefits or refunds to which he is entitled under the terms of this Trust Agreement.

PART III

Determination of Benefits under Pre-1987 Benefit System

22. **TERMINATION AND RETIREMENT BENEFITS UNDER PRE-1987 BENEFIT SYSTEM:**

    a. **Less than 5 years of service:** When an Employee Beneficiary, who has completed less than five (5) years of service, shall cease to be an Employee for any reason other than death, there shall be paid to such Employee Beneficiary an amount equal to the Net Amount paid into the Pension Fund from the wages of the Employee Beneficiary.

b. **5 years but less than 10 years of service:** When an Employee Beneficiary, who has completed at least five (5) years of service but less than ten (10) years of service, shall cease to be an Employee for any reason other than death, there shall be paid to such Employee Beneficiary an amount equal to the Net Amount paid into the Pension Fund from the wages of the Employee Beneficiary; plus the present value (determined as of the date of distribution under actuarial assumptions recommended for such purpose by the Pension Consultants and adopted from time to time by the Department) of twenty-five percent (25%) of monthly benefit payable at age fifty-five (55) equal to the product of his years of service at termination of employment multiplied by the sum of one dollar ($1.00) plus two and one-half (2-1/2%) of the Employee Beneficiary's average monthly salary (without overtime) received during the highest paid consecutive twelve (12) months prior to retirement; provided, however, that the average monthly salary (without overtime) to be used in such calculation shall in no event exceed the monthly salary (without overtime) received by an Employee at the beginning of his third (3rd) year of service in the grade of Trooper as of such Employee Beneficiary's date of termination of employment, as determined by the Department.

c. **10 years but less than 20 years of service:** When an Employee Beneficiary under the age of fifty-five (55) having completed ten (10) years of service but less than twenty (20) years of service shall cease to be an Employee for any reason other than death, there shall be paid to such Employee Beneficiary (but only beginning as of the date of payment determined in accordance with the following subsection (e)) a monthly retirement benefit (instead of a cash settlement as applied to an Employee Beneficiary with less than ten (10) years of service) equal to the percentage (based on his age at retirement) determined in accordance with the following table of the amount equal to the product of his years of service with the Department multiplied by the sum of one dollar ($1.00) plus two and one-half (2-1/2%) of the Employee Beneficiary's average monthly salary (without overtime) received during the highest paid consecutive twelve (12) months prior to retirement; provided, however, that the average monthly salary (without overtime) to be used in such calculation shall in no event exceed the monthly salary (without overtime) received by an Employee at the beginning of his third (3rd) year of service in the grade of Trooper as of such Employee Beneficiary's date of termination of employment, as determined by the Department:

Age at Retirement	Percentage of Basic Benefit Earned to Date
55	100.0%
54	97.7
53	95.5
52	93.4
51	91.4
50	89.5
49	87.7
48	86.0
47	84.4
46	82.8
45	81.3
44	79.9
43	78.6
42	77.3
41	76.1
40	74.9
39	73.8
38	72.7
37	71.7
36	70.7
35	69.8
34	68.9
33	68.0
32	67.2
31	66.4

d. **20 years or more of service:** When an Employee Beneficiary has completed twenty (20) years of service or more, his retirement benefit will be adjusted to determine the basic pension amount according to the following table:

Age at Retirement	Percentage of Basic Benefit Earned to Date
45	100%
44	98
43	96
42	94
41	92

e. **Date of Payment:** Termination benefits paid in a lump sum shall be payable not later than thirty (30) days after termination. The first monthly payment of benefits payable on a monthly basis shall be payable one (1) month after the Employee Beneficiary leaves the payroll of the Department when such termination follows normal retirement age of fifty-five (55) or twenty (20) years or more of service, or, in the case of persons becoming Employee Beneficiaries prior to January 1, 1963, when such termination follows ten (10) years or more of service. Provided, that in the case of persons becoming Employee Beneficiaries on or after January 1, 1963, no monthly retirement benefit shall be payable to such Employee Beneficiary in any event before one (1) month after the twentieth (20th) anniversary of such person having become an Employee Beneficiary, or age fifty-five (55), whichever occurs first. Provided, further, that nothing in this paragraph shall be construed to alter the method of payment of death benefits.

f. **Normal Form--Joint and 50% Survivor Annuity:** If a Joint and Survivor monthly benefit is not elected at termination or retirement, a surviving spouse or dependent minor children under eighteen (18) years of age are entitled to the following benefits upon the death of the Employee Beneficiary.

If a surviving spouse is older, or ten (10) years or less younger, than the Employee Beneficiary, upon the death, after retirement or termination of the Employee Beneficiary, one-half (1/2) the amount of his monthly retirement benefit will be guaranteed to such surviving spouse (only wife or husband at the time of termination or retirement is entitled to receive such benefit, whether or not they are divorced thereafter; a surviving spouse from a marriage that occurs after termination or retirement shall not be entitled to receive such benefits), should said surviving spouse survive the Employee Beneficiary, for the remainder of the life of said surviving spouse.

In the event said surviving spouse is more than ten (10) years younger than said Employee Beneficiary, such amount will be reduced by one and one-half percent (1-1/2%) for each year or fraction thereof over said ten (10) years of difference in age.

Regardless of whether or not a Joint and Survivor monthly benefit is elected at termination or retirement, in the event an Employee Beneficiary dies without a surviving spouse who is entitled to receive the benefit described herein, but leaves a dependent minor child or children under the age of eighteen (18) years, an amount equal to one-half (1/2) of the Employee Beneficiary's monthly retirement benefit will be paid to said dependent minor child or divided among said dependent minor children who are under the age of eighteen (18) years. Similarly, payments shall be made to any dependent minor children of the Employee Beneficiary under the age of eighteen (18) years who are living at the date of death of a surviving spouse of the Employee Beneficiary who is entitled to receive the benefit described herein. Any such payments shall begin one (1) month after the death of the survivor of the Employee Beneficiary or his surviving spouse, if any, and shall cease with the last regular payment prior to the youngest of such surviving dependent minor children attaining eighteen (18) years of age.

Provided, that, in the event an Employee Beneficiary is not survived by a spouse entitled to receive the benefits described herein and does not have a dependent minor child or children under the age of eighteen (18) years and is receiving monthly retirement benefits and has not received an amount in such monthly retirement benefits equal to his contributions together with interest at the date of his death, then the estate of such Employee Beneficiary will receive the difference between his contributions together with interest and the total amount received in monthly retirement benefits as of the date of death.

g. **Optional Joint and Full Survivor Annuity:** By reducing the amount of his monthly benefit otherwise payable in accordance with this Section 22, an Employee Beneficiary may have the monthly benefits guaranteed to a surviving spouse (only wife or husband at the time of termination or retirement is entitled to receive such benefit) in which event the reduced monthly benefits will be made as long as the Employee Beneficiary or his surviving spouse (only wife or husband at the time of termination or retirement) lives. The amount of the reduction of the monthly benefit because of this election will be based upon the age and sex of the surviving spouse (only wife or husband at the time of termination of employment). Reduction of the monthly benefit will be made in accordance with actuarial tables approved by the Indiana Department of Insurance. This option may be elected for any monthly retirement benefit. Payment of any such option may be made from the Pension Fund or may be funded by the purchase of annuity contract from an insurance company at the discretion of the Trustee.

h. **Basic Monthly Retirement Benefit for 20 Years of Service:** The basic monthly retirement benefit for an Employee Beneficiary with at least 20 years of service is one-half (1/2) of the Employee Beneficiary's average monthly wages (without overtime) received during the highest paid consecutive twelve (12) months prior to retirement plus twenty dollars ($20.00); provided, however, that the monthly wages to be used in such calculation shall in no event exceed the monthly salary (without overtime) received by an Employee at the beginning of his third (3rd) year of service in the grade of Trooper as determined by the Department. When an Employee Beneficiary has completed 20 years of service, his basic monthly retirement benefit will not be reduced even if his salary is reduced.

i. **Additional Monthly Retirement Benefit for Over 20 Years of Service:** Employee Beneficiaries in the active service of the Department on or after July 1, 1971, will be entitled to add to their basic monthly retirement benefit the following amounts:

(1) two percent (2%) of such basic amount for each of the next two (2) full years of service over twenty (20) years;

(2) three percent (3%) of such basic amount for each of the next two (2) full years over twenty-two (22) years;

(3) four percent (4%) of such basic amount for each of the next two (2) full years over twenty-four (24) years;

(4) five percent (5%) of such basic amount for each of the next two (2) full years over twenty-six (26) years;

(5) six percent (6%) of such basic amount for each of the next two (2) full years over twenty-eight (28) years;

(6) seven percent (7%) of such basic amount for each of the next two (2) full years over thirty (30) years; and

(7) eight percent (8%) of such basic amount for each of the next two (2) full years over thirty-two (32) years;

provided, however, in no event shall the total of such additional amount exceed seventy percent (70%) of such basic monthly retirement benefit.

j. **Death Benefits:** If an Employee Beneficiary's death occurs, whether in the line of duty or not in the line of duty, before commencement of his benefits under the Trust Agreement but after he has completed at least ten (10) years of service, his or her surviving spouse will receive a pension based upon the termination or earlier retirement benefits that would have been payable to the Employee Beneficiary if he or she had terminated his or her service and taken earlier retirement benefits on the date of death, or on expiration of disability leave, whichever occurs first. If there is no surviving spouse, all contributions that the Employee Beneficiary has made to the Pension Fund plus three percent (3%) compounded interest (or such other interest rate as may be in effect pursuant to Section 20) plus vested interest will be paid to the dependent children, dependent parents or estate in that order. If the Employee Beneficiary has less than ten (10) years of service, contributions plus three percent (3%) compounded interest (or such other interest rate as may be in effect pursuant to Section 20) will be paid to the surviving spouse, dependent children, dependent parents or estate in that order.

PART IV

Determination of Benefits under 1987 Benefit System

23. **TERMINATION AND RETIREMENT BENEFITS UNDER 1987 BENEFIT SYSTEM:**

a. **Less than 5 years of service:** When an Employee Beneficiary under the age of fifty-five (55) having completed less than five (5) years of service shall cease to be an Employee for any reason other than death, there shall be paid to such Employee Beneficiary an amount equal to the Net Amount paid into the Pension Fund from the wages of the Employee Beneficiary.

b. **5 years but less than 25 years of service:** When an Employee Beneficiary, who has completed at least five (5) years of service but less than twenty-five (25) years of service, shall cease to be an Employee for any reason other than death, there shall be paid to such Employee Beneficiary a portion of the monthly retirement benefit earned to date of termination or retirement (instead of a cash settlement as applied to an Employee Beneficiary with less than five (5) years of service). His monthly retirement benefit earned to date shall be equal to two percent (2%) of his average monthly salary (without overtime) based on the thirty-six (36) consecutive months of his employment with the Department that produce the highest such average; provided, however, the average monthly salary (without overtime) used in such calculation for an Employee Beneficiary who terminates employment after June 30, 1988, and before July 1, 1989, shall not exceed the maximum monthly salary of a captain. The form of payment for the portion of such amount that is payable in the normal form described in the following subsection (e) (or in the optional form described in the following subsection (f) at the election of the Employee Beneficiary) shall commence as of the first day of the month on or after the date that the Employee Beneficiary attains age fifty (50) or the first day of the month on or after he retires from the Department, whichever is later. The portion of such monthly retirement benefit that is payable shall be based on his age at the date that benefits are to commence and shall be determined in accordance with the following table:

Age when Benefits Commence	Percentage of Basic Benefit Earned to Date
55	100.0%
54	98.0
53	96.0
52	94.0
51	92.0
50	90.0

c. **25 years or more of service:** When an Employee Beneficiary has completed twenty-five (25) years of service or more, he shall be entitled to payment of his basic monthly retirement benefit determined under subsection (g) plus any additional benefits to which he may be entitled under subsection (h) based on his years of service in excess of twenty-five (25). Such retirement benefit shall be payable in the normal form described in the following subsection (e) (or in the optional form described in the following subsection (f) at the election of the Employee Beneficiary) commencing as of the first day of the month on or after the date that the Employee Beneficiary retires from the Department.

into the Pension Fund from the wages of the Employee Beneficiary.

b. **5 years but less than 25 years of service:** When an Employee Beneficiary, who has completed at least five (5) years of service but less than twenty-five (25) years of service, shall cease to be an Employee for any reason other than death, there shall be paid to such Employee Beneficiary a portion of the monthly retirement benefit earned to date of termination or retirement (instead of a cash settlement as applied to an Employee Beneficiary with less than five (5) years of service). His monthly retirement benefit earned to date shall be equal to his years of service at termination of employment multiplied by two percent (2%) of his average monthly salary (without overtime) based on the thirty-six (36) consecutive months of his employment with the Department that produce the highest such average; provided, however, the average monthly salary (without overtime) used in such calculation for an Employee Beneficiary who terminates employment after June 30, 1988, and before July 1, 1989, shall not exceed the maximum monthly salary of a captain. The form of payment for the portion of such amount that is payable in the normal form described in the following subsection (e) (or in the optional form described in the following subsection (f) at the election of the Employee Beneficiary) shall commence as of the first day of the month on or after the date that the Employee Beneficiary attains age fifty (50) or the first day of the month on or after he retires from the Department, whichever is later. The portion of such monthly retirement benefit that is payable shall be based on his age at the date that benefits are to commence and shall be determined in accordance with the following table:

Age when Benefits Commence	**Percentage of Basic Benefit Earned to Date**
55	100.0%
54	98.0
53	96.0
52	94.0
51	92.0
50	90.0

c. **25 years or more of service:** When an Employee Beneficiary has completed twenty-five (25) years of service or more, he shall be entitled to payment of his basic monthly retirement benefit determined under subsection (g) plus any additional benefits to which he may be entitled under

d. **Date of Payment:** Termination benefits paid in a lump sum shall be payable not later than thirty (30) days after termination. With respect to an Employee Beneficiary whose termination follows attainment of Normal Retirement Age or completion of twenty-five (25) years or more of service, the first monthly payment of benefits payable on a monthly basis shall be payable one (1) month after the Employee Beneficiary leaves the payroll of the Department. With respect to an Employee Beneficiary who terminates employment before attaining Normal Retirement Age and before completing twenty-five (25) years of service, the first monthly payment of benefits payable on a monthly basis shall be payable to such Employee Beneficiary in any event one (1) month after he attains age fifty (50) or the first day of the month on or after he retires from the Department, whichever is later. Provided, further, that nothing in this paragraph shall be construed to alter the method of payment of death benefits.

e. **Normal Form--Joint and 50% Survivor Annuity:** If a Joint and Survivor monthly benefit is not elected at termination or retirement, a surviving spouse or dependent minor children under eighteen (18) years of age are entitled to the following benefits upon the death of the Employee Beneficiary.

If a surviving spouse is older, or ten (10) years or less younger, than the Employee Beneficiary, upon the death, after retirement or termination of the Employee Beneficiary, one-half (1/2) of the amount of his monthly retirement benefit will be guaranteed to such surviving spouse (only wife or husband at the time of termination or retirement is entitled to receive such benefit, whether or not they are divorced thereafter, unless the Employee Beneficiary designates a different spouse to receive such benefit by delivering a written change of beneficiary form to the Trustee), should said surviving spouse survive the Employee Beneficiary, for the remainder of the life of said surviving spouse.

In the event said surviving spouse is more than ten (10) years younger than said Employee Beneficiary, such amount will be reduced by one and one-half percent (1-1/2%) for each year or fraction thereof over said ten (10) years of difference in age.

Regardless of whether or not a Joint and Survivor monthly benefit is elected at termination or retirement, in the event an Employee Beneficiary dies without a surviving spouse who is entitled to receive the benefit described herein, but leaves a dependent minor child or children under the age of eighteen (18) years, an amount equal to one-half (1/2) of the Employee Beneficiary's monthly retirement benefit will be paid to said dependent minor child or divided among said dependent minor children who are under the age of eighteen (18) years. Similarly, monthly payments in an amount equal to one-half (1/2) of the Employee Beneficiary's monthly retirement benefit shall be made to any dependent minor children of the Employee Beneficiary under the age of eighteen (18) years who are living at the date of death of a surviving spouse of the Employee Beneficiary who is entitled to receive the benefit described herein. Any such payments shall begin one (1) month after the death of the survivor of the Employee Beneficiary or his surviving spouse, if any, and shall cease with the last regular payment prior to the youngest of such surviving dependent minor children attaining eighteen (18) years of age.

Provided, that, in the event an Employee Beneficiary is not survived by a spouse entitled to receive the benefits described herein and does not have a dependent minor child or children under the age of eighteen (18) years and is receiving monthly retirement benefits and has not received an amount in such monthly retirement benefits equal to his contributions together with interest at the date of his death, then the estate of such Employee Beneficiary will receive the difference between his contributions together with interest and the total amount received in monthly retirement benefits as of the date of death.

f. **Optional Joint and Full Survivor Annuity:** By reducing the amount of his monthly benefit otherwise payable in accordance with this Section 22, an Employee Beneficiary may have the monthly benefits guaranteed to a surviving spouse (only wife or husband at the date that such benefits commence) in which event the reduced monthly benefits will be made as long as the Employee Beneficiary or his named beneficiary lives. The amount of the reduction of the monthly benefit because of this election will be based upon the age and sex of the named beneficiary. Reduction of the monthly benefit will be made in accordance with actuarial tables approved by the Indiana Department of Insurance. This option may be elected for any monthly retirement benefit. Payment of any such option may be made from the Pension Fund or may be funded by the purchase of annuity contract from an insurance company at the discretion of the Trustee.

g. **Basic Monthly Retirement Benefit for 25 Years of Service:** The basic monthly retirement benefit for an Employee Beneficiary in the 1987 Benefit System with at least 25 years of service is one-half (1/2) of his average monthly salary (without overtime) based on the thirty-six (36) consecutive months of his employment with the Department that produce the highest such average; provided, however, the basic monthly pension payable to an Employee Beneficiary who retires after June 30, 1987, and before July 1, 1988, shall not exceed one-half (1/2) of the maximum monthly salary of a first sergeant; and further provided that the basic monthly pension payable to an Employee Beneficiary who retires after June 30, 1988, and before July 1, 1989, shall not exceed one-half (1/2) of the maximum monthly salary of a captain.

h. **Additional Monthly Retirement Benefit for Over 25 Years of Service:** Employee Beneficiaries participating in the 1987 Benefit System will be entitled to add to their basic monthly retirement benefit the following amounts:

(1) five percent (5%) of such basic amount for each of the next three (3) full years of service over twenty-five (25) years;

(2) six percent (6%) of such basic amount for each of the next two (2) full years of service over twenty-eight (28) years;

(3) seven percent (7%) of such basic amount for each of the next two (2) full years of service over thirty (30) years; and

(4) eight percent (8%) of such basic amount for each of the next two (2) full years of service over thirty-two (32) years;

provided, however, in no event shall the total of such additional amount exceed fifty-seven percent (57%) of the basic monthly retirement benefit under the 1987 Benefit System, and such additional benefits can only be earned to the extent that the Employee Beneficiary is able to do so before reaching Normal Retirement Age.

i. **Death Benefits:** If an Employee Beneficiary's death occurs, whether in the line of duty or not in the line of duty, before commencement of his benefits under the Trust Agreement but after he has completed five (5) years of service, his or her surviving spouse will receive a pension for his or her remaining lifetime equal to two percent (2%) of the Employee Beneficiary's average monthly salary (without overtime) based on the thirty-six (36) consecutive months of his employment with the Department that produce the highest such average. If there is no surviving spouse, all contributions that the Employee Beneficiary has made to the Pension Fund plus three percent (3%) compounded interest (or such other interest rate as may be in effect pursuant to Section 20) plus vested interest will be paid to the dependent children, dependent parents or estate in that order. If the Employee Beneficiary has less than five (5) years of service at the date of his death, contributions plus three percent (3%) compounded interest (or such other interest rate as may be in effect pursuant to Section 20) will be paid to the surviving spouse, dependent children, dependent parents or estate in that order.

PART V

General Provisions Applicable to Both Pre-1987 and 1987 Benefit Systems

24. **LEAVES OF ABSENCE:** In the event an Employee Beneficiary is granted a leave of absence without pay from the service of the Department, other than military leave of absence, his retirement benefits and credits will not increase after severance from the payroll until he returns to duty at which time credits will resume.

An Employee Beneficiary on military leave will be required to make monthly payments to the Pension Fund in an amount equal to the contributions he would have been required to make had he not been on military leave, and will receive full pension credit for time spent on military leave; otherwise no credit will be received.

25. **METHOD OF DETERMINING BENEFITS UPON REEMPLOYMENT AFTER RECEIVING TERMINATION BENEFITS:**

a. After July 1, 1987, if a former Employee Beneficiary who has been receiving pension payments hereunder should be rehired or reinstated by the State Police Department, the total monthly pension checks (or any lump sum termination benefit previously paid) received by such former Employee Beneficiary plus interest on any such monthly pension checks (or lump sums) at a rate of five percent (5%) compounded annually must be repaid to the Trustee of the Indiana State Police Pension Fund in a lump sum before the former Employee Beneficiary may be reinstated under the Indiana State Police Pension Plan. Upon such repayment, he shall reinstated in the 1987 Benefit System if he was participating thereunder when previously employed, or in the Pre-1987 Benefit System if he was not participating in the 1987 Benefit System when he was previously employed; provided, however, that if he is reemployed prior to July 1, 1988, he shall be given an opportunity to elect to participate in the 1987 Benefit System by filing a timely election to do so prior to July 1, 1988. Upon repayment of all such amounts, he shall be readmitted as an Employee Beneficiary in the 1987 Benefit System or the Pre-1987 Benefit System, as the case may be, and all his service as an Employee shall be credited for purposes of determining his benefits hereunder.

b. Any Employee Beneficiary receiving a pension check must assign the checks to the Trustee of the Indiana State Police Pension Fund for deposit into the Pension Fund while the Employee Beneficiary is on the payroll of the Indiana State Police Department. Upon subsequent retirement, checks will be mailed to him direct.

c. In lieu of making any repayment required by the preceding subsection (a), upon reemployment by the Department, an Employee may elect to be treated as a new Employee for purposes of service credit hereunder. In such event, the Employee shall participate in the pre-1987 Benefit System if his earliest date of employment with the Department was prior to July 1, 1987 (subject to the right to elect participation in the 1987 Benefit System by filing a timely election prior to July 1, 1988); if his earliest date of employment with the Department was on or after July 1, 1987, he shall participate in the 1987 Benefit System.

26. **CREDIT FOR FRACTIONAL PART OF MONTH OF SERVICE:** In determining the number of months which any Employee Beneficiary has been an Employee Beneficiary, any fractional part of a month equal to one-half (1/2) or more shall be considered a whole month and any fractional part of a month equal to less than one-half (1/2) shall be disregarded.

27. **RIGHT OF ANTICIPATION, SALE OR ASSIGNMENT:** No person entitled to any interest in, or share of, or pension, or benefit from the trust fund shall, prior to the actual payment thereof, have the right to anticipate the same, or to sell, assign, pledge, or mortgage or otherwise dispose of or encumber the same, nor shall such interest, share, pension or benefit prior to the actual payment thereof be liable for the debts or liabilities of the person entitled thereto or be subject to attachment, garnishment, execution, or to levy or sale on judicial proceeding, or be transferable by any means, voluntarily or involuntarily.

28. **CONTRIBUTION BY DEPARTMENT:** The contribution by the Department of any sum or sums to the Pension Fund shall establish no liability or duty on the part of the Department to make any further or subsequent contributions.

It is expected, however, that the minimum annual contribution by the Department shall be of sufficient amount as determined by the Pension Consultants to prevent any deterioration in the actuarial status of the trust fund during that year. In the event that the Department shall fail to make such minimum contribution for three (3) successive years, the pension trust shall terminate and the trust fund shall be liquidated.

The Pension Consultants shall determine the amount of the Department's minimum contribution in the following manner:

The Pension Consultants shall make an annual valuation of plan assets and liabilities and determine the minimum amount required for the current year (on the basis of actuarial assumptions deemed by the Pension Consultants to be reasonable under the circumstances) in order that there may be no deterioration during the year in the actuarial status of the Pension Fund. The Pension Consultants shall submit a copy of such annual valuation to the Department and shall, upon request, forward a copy of such annual valuation to the Trustee and the Insurance Department of the State of Indiana. If, at any time thereafter, it is deemed advisable to redetermine the Department's minimum contribution taking into account revised information or different actuarial assumptions, the Pension Consultants shall make a revised valuation.

29. **INVESTMENT OF THE FUND:** Subject to the limitations set forth in the following Section 30, the Trustee with the approval of the Department shall invest, reinvest and manage the Pension Fund for the purpose of, or payment of the following:

a. Such investments as the Trustee may be authorized to invest trust funds under the laws of the State of Indiana.

b. Single premium life insurance contracts or policies on the life of any Employee Beneficiary, or any executive office of the Department.

c. Annuities for Employee Beneficiaries. [All refund annuities purchased from the assets of the Pension Fund shall remain in the custody of the Trustee, and such Trustee shall be the contingent beneficiary of each and every such refund annuity.]

d. Payments authorized to be made by the terms of this agreement.

e. Current operating expense authorized by the Department.

f. Loans to Employee Beneficiaries.

30. **LIMITATIONS ON INVESTMENTS AND CONDITIONS FOR LOANS:** The right of the Trustee to invest and use the assets of the Pension Fund shall be subject to the following limitations and conditions:

a. All annuities and life insurance contracts or policies shall be purchased only for such persons and at such times as shall be approved by the Department upon recommendation of the Pension Consultants and from such companies licensed to operate in the State of Indiana as shall be approved by the Department upon recommendation of the Pension Consultants.

b. The Trustee, with the approval of the Department, may exercise any rights, privileges or options, including but not limited to the right to leave proceeds on deposit or in trust and rights of conversion or surrender under any life insurance contract, policy or annuity forming a part of the Pension Fund.

c. Each application for a loan by an Employee Beneficiary shall be passed on individually by the Pension Advisory Board or its duly authorized representative and only approved if in the opinion of the Board or its representative such loan would serve a constructive or emergency purpose. The Board shall have the right to reduce the amount of any such loan application or to refuse the application altogether. The amount of any such loan shall in no case exceed the Net Amount paid into the Pension Fund from the wages of such Employee Beneficiary, or any amount equivalent to six (6) months wages, whichever is the lesser sum. If there is more than one (1) loan, the loans may be consolidated into one (1) loan. Such loans shall be repaid to the Pension Fund on a monthly basis by applying one-twelfth (1/12) of the monthly salary until the total loan has been repaid or in such other manner as determined by the Pension Advisory Board. Interest calculated at the rate of five percent (5%) per annum on the unpaid balance at the beginning of each year shall be deducted at the time the loan is granted. In the event of termination of service of an Employee Beneficiary, the unpaid balance of any loan shall be deducted from the refund payable to such Employee Beneficiary or any person claiming by, through or under such Employee Beneficiary, or in the event of retirement, the unpaid balance of any loan shall be repaid to the Pension Fund by assignment of retirement benefit to the Fund until the balance of the loan is paid. Prepayment of loans and resultant refund of interest and moratoriums on loans are subject to regulations of the Pension Advisory Board.

31. GROSS VALUE OF ASSETS: The gross value of the Pension Fund for any purpose under this Trust Agreement shall be the total of the following:

Cash on hand.

The cash surrender value of any single premium life insurance policies and contracts having a then cash surrender value.

The purchase price of any single premium life insurance policy or contract which does not have a then cash surrender value.

The then market value of all other securities and investment.

The net value of the assets of the Pension Fund for any purpose under this Trust Agreement shall be the gross value of the assets of the Pension Fund less the total of any liabilities [including necessary expense involved in the event of liquidation] due and payable from the Pension Fund.

32. **EVENTS TO CAUSE LIQUIDATION:** The Pension Fund shall be liquidated in any of the following events:

a. If at any time there shall be less than ten (10) Employee Beneficiaries for a period of one (1) year.

b. If at any time the Department shall cease to exist.

c. If at any time the Department shall fail to make the minimum contribution to the Pension Fund for a period of three (3) successive years.

33. **LIQUIDATION PROCESS:** The liquidation of the Pension Fund shall be under the direction and supervision of the Pension Consultants and the Indiana Insurance Department and in the following manner:

All refund annuities which are subject to such conversion shall be converted into life annuities and all life insurance contracts or policies which have a cash surrender value shall be surrendered, and all the remaining assets of the Pension Fund shall be sold or otherwise converted into cash.

If the Trust Agreement shall be terminated after July 1, 1987, the net assets of the Pension Fund shall be used as follows:

a. Pension payments shall continue to persons then receiving pensions either directly or by purchase of annuities from eligible life insurance companies yielding the maximum monthly pension amounts payable to the persons then receiving pensions.

b. There shall be paid to each Employee Beneficiary an amount equal to the net amount paid into the Pension Fund from the wages of such Employee Beneficiary, if any.

c. Any balance of the Pension Fund remaining after the payments provided for in (a) and (b) of this Section 33 shall be paid to the Employee Beneficiary in such manner that each Employee Beneficiary shall receive the proportion of said balance which the net amount paid into the Pension Fund from his wages bears to the total net amount paid into the Pension Fund from the wages of all the Employee Beneficiaries.

The term "Employee Beneficiary" as used in this Section 33, includes only those persons who shall be Employee Beneficiaries at the date of liquidation.

The date of liquidation as used in this Trust Agreement means the date on which the event occurs which causes liquidation. In the event of liquidation by reason of the failure of the Department to make a minimum contribution, the date of liquidation as used in this Trust Agreement is the last day on which said contribution might have been made without causing a liquidation of the Pension Fund.

34. **ACTUARIAL STATUS OF PENSION FUND:** The Trustee shall at all times employ Pension Consultants as herein defined to assist and supervise the operation of this trust so that there will be no deterioration in the actuarial status of the Pension Fund. Such Pension Consultants shall be engaged by the Trustee on a year-to-year basis with the approval of the Department immediately upon the execution of this Trust Agreement.

The Pension Consultants shall be compensated by the Trustee from the Pension Fund for their services in a manner to be agreed upon by the Trustee, the Department and the Pension Consultants.

Neither the Trustee, the Pension Consultants, the Pension Advisory Board, the Department or their representatives shall be liable for any error of judgement, or mistake, or omission made in good faith but only for negligence or wilful misconduct in the performance of their duties hereunder.

The Department shall keep complete records of the amounts paid from the wages of each Employee Beneficiary into the Pension Fund and complete employment records of Employee Beneficiaries. The Pension Consultants and the Trustee shall be entitled to rely upon the statements of the Department as to the following matters:

the amounts paid into the Pension Fund from the wages of Employee Beneficiaries,

the ages of Employee Beneficiaries,

whether or not Employee Beneficiaries were on the payroll of the Department on stated dates,

the length of time Employee Beneficiaries have been on the payroll of the Department, and

wages paid by the Department to Employee Beneficiaries.

The Department and the Pension Consultants shall be entitled to rely on the statements of the Trustee as to the amount held and the amounts paid from the Pension Fund to any person whomsoever.

The parties hereto shall be entitled to rely upon any statements contained in any Employee's Application.

A statement shall be deemed to have been made by the Department or the Pension Consultants if it shall be signed by one of their respective executive officers or any person authorized to sign such statement by one of their respective executive officers.

Any statement shall be deemed to have been made by the Trustee provided it shall be signed by the Treasurer of the State of Indiana or by any person authorized by the Treasurer of the State of Indiana to sign such statement.

35. **FILING OF ANNUAL REPORT:** Within ninety (90) days after the close of each fiscal year the Trustee, with the aid of the Pension Consultants, shall prepare and file an annual report with the Department and with the Indiana Department of Insurance which shall include the following:

Schedule I.	Receipts and disbursements.
Schedule II.	Gross Value of the assets of the pension trust listing investments as to book value and current market value as of the end of the fiscal year.
Schedule III.	List of terminations, showing cause and amount of refund.
Schedule IV.	The application of actuarially computed "reserve factors" to the payroll data properly classified for the purpose of computing the reserve liability of the trust fund as of the end of the fiscal year.
Schedule V.	The application of actuarially computed "current liability factors" to the payroll data properly classified for the purpose of computing the liability of the trust fund as of the end of the fiscal year.

Schedule VI. The actuarial computation of the pension liability for all Employees retired prior to the close of the fiscal year.

The Trustee shall be reimbursed from the trust assets for an extraordinary service or out-of-pocket expense necessarily and properly incurred by it in the administration of the trust, subject to the approval of the Department. The Trustee shall receive no compensation for its services hereunder.

36. **NO COURT SUPERVISION:** It is not intended that the trust created by this Trust Agreement shall be administered by or under the supervision of any court; but in the event that any party hereto shall apply to a court for a construction hereof, or for direction as to the duties or rights of any party hereunder, then in any such event, such application shall be made to any court of competent jurisdiction sitting in the State of Indiana and having jurisdiction of the subject matter, and such court shall have jurisdiction to issue such order, decree or judgment as the equity of the case may require. In the event of any such proceeding or proceedings being instituted, it shall not be necessary to make a party or to serve process upon any Employee Beneficiary, or any person claiming by, through or under any Employee Beneficiary or former Employee Beneficiary, whether resident or non-resident of the State of Indiana, but it shall be sufficient to publish such notice of the institution of said suit in two (2) newspapers of general paid circulation in the county in which such proceedings are instituted, as the court may direct. If in any such proceedings the court shall determine that the Pension Consultants are improperly performing its functions hereunder, the Trustee shall have the right to select successor Pension Consultants with the approval of the Department and such successor shall perform the functions agreed hereunder to be performed by the Pension Consultants.

The Trust arising under the operation hereof shall constitute a Trust under the laws of the State of Indiana, and this Agreement shall be construed by the applicable laws of Indiana.

37. **DETERMINATION OF BENEFITS FOR EMPLOYEE BENEFICIARIES WHO TERMINATE OR RETIRE PRIOR TO JULY 1, 1987:** The provisions of this restated Trust Agreement shall apply only to an Employee Beneficiary whose employment terminates on or after the first day of July, 1987, which is the date that this amended and restated Trust Agreement becomes operative. Except as otherwise specifically provided herein, the rights and benefits, if any, of an

Employee Beneficiary whose employment terminated before such date shall be determined in accordance with the provisions of the Trust Agreement that were in effect on the date that such employment was terminated and in accordance with any subsequent amendment to the Trust Agreement increasing such benefits or otherwise specifically affecting such benefits.

38. **AMENDMENT OF TRUST AGREEMENT:** At any time after July 1, 1987, the Trust Agreement may be changed, altered or amended in any particular way by the Department upon recommendation of the Pension Consultants and with the consent of a majority of the Pension Advisory Board, except that if such change, alteration or amendment shall modify or change the relative rights under the respective pension classification, the consent shall be required thereto of a majority of the Employee Beneficiaries of each pension classification so affected.

A copy of any amendment approved after July 1, 1987, shall be filed with the Trustee and the Pension Consultants.

In witness whereof, the undersigned have caused this document to be executed as of the 1st day of July, 1987.

7/8/87
DATE

DEPARTMENT OF STATE POLICE OF INDIANA

ATTEST

By
SUPERINTENDENT

July 9, 1987
DATE

Treasurer of the State of Indiana
"Trustee"

ATTEST

Indiana Department of Administration:

Orval D. Lundy

Orval D. Lundy, Commissioner

Date: 11-30-88

State Budget Agency:

Kenneth V. Kobe

Kenneth V. Kobe, Director

Date: 11-30-88

Approved as to form and legality:

Robert J. Spear, Chief Counsel

Linley E. Pearson,
Attorney General

Date: 11/30/88

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