TRUST AGREEMENT

For Use with Pre-Approved Plan Documents 01, 02, and 03

THIS TRUST AGREEMENT is entered into by and between the Employer and the Trustee (named in the Employer's Adoption Agreement), on the date indicated below in the Signature section of this Trust Agreement.

WHEREAS, the Employer has adopted and is maintaining the Plan (indicated below and on the Employer's Adoption Agreement), qualified under section 401(a) of the Internal Revenue Code for the exclusive benefit of its Employees (the "Plan"); and

WHEREAS, the Employer and the Trustee deem it necessary and desirable to enter into a written agreement of trust in connection with the Plan;

WHEREAS, this Trust Agreement shall be construed to be part of the Basic Plan Document #01, #02 or #03, whichever is applicable and is hereby adopted by the Employer as a part of such Plan; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto hereby agree and declare as follows:

ARTICLE 1
ESTABLISHMENT OF TRUST

1.1 **Establishment of Trust:** The Employer and the Trustee hereby agree to establish a Trust consisting of such sums as shall be from time to time paid to the Trustee under the Plan and such earnings, income, and appreciation as may accrue thereon, which, less payments made by the Trustee to carry out purposes of the Plan, are referred to herein as the "Trust Fund". In the event that multiple Trustees are appointed, this Trust agreement may be executed by one Trustee who has signature authority on behalf of all Trustees named. Such determination shall be made by the Employer.

1.2 **Exclusive Benefit:** The Trustee agrees to take, hold, invest, reinvest, administer, and distribute the Trust Fund in accordance with the terms of the Plan and this Trust Agreement solely in the interest of Participants and their Beneficiaries, and for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan. Except as provided in Article 6, no assets of the Plan shall inure to the benefit of the Employer.

ARTICLE 2
INVESTMENT OF THE TRUST FUND

2.1 **Investment of Trust Fund:** The Trust Fund will be invested in property acceptable to the Trustee, including but not limited to, preferred or common stocks, bonds, notes, debentures, mortgages, investment trust certificates, interest in real estate, leaseholds, royalties (including overriding oil and gas royalties whether measured by production or by gross or taxable income from property), oil and gas leases, oil payments or any other type of oil properties, and other forms of securities (including qualified employer securities (as defined in section 407(d)(5) of ERISA), but not exceeding the percentage, if any, of the Trust Fund specified by the Employer in the Adoption Agreement), shares in regulated investment companies, any pooled investment funds or any common trust funds, including any pooled fund or common trust fund administered by the Trustee, or in any other property, real or personal, as the Trustee may deem advisable, without being limited by a statute or rule of court regarding investments by trustees. The Trustee may hold any reasonable portion of the Trust Fund in cash pending investment or payment of expenses or benefits, without liability for interest.

2.2 **Direction of Investments.** Pursuant to the election made in the Adoption Agreement, investments will be determined in the discretion of the Trustee; the Employer; the Participants. If no election is made or can be made in the Adoption Agreement, investments will be determined in the discretion of the Participants.

2.3 **Employer-Directed Investments:** If the Employer has been designated to determine investments, the following provisions shall apply:

(a) Direction of investment by the Employer shall be made in written orders delivered to the Trustee in such form as may be acceptable to the Trustee, without any duty to diversify and without regard to whether such property is authorized by the laws of any jurisdiction as a trust investment. The Trustee shall be responsible for the execution of such orders and for maintaining adequate records thereof. However, if any such orders are not received as required or, if received, are unclear in the opinion of the Trustee, all or a portion of the contribution may be held uninvested without liability for loss of income or appreciation, and without liability for interest, pending receipt of such orders or clarification.

(b) The Employer may, in its discretion, appoint in writing one or more Investment Managers to direct the investment of all or any portion of the Trust Fund, as follows:

(1) The Employer shall give the Trustee copies of (A) the instrument appointing the Investment Manager, and (B) an instrument evidencing the acceptance of appointment, acknowledging that the Investment Manager is a fiduciary for purposes of ERISA, and certifying the Investment Manager's registration under the Investment Adviser's Act of 1940.

(2) After receipt of the instruments described in (1) above, the Trustee shall follow the written direction of the Investment Manager regarding the investment of the appropriate portion of the Trust Fund unless and until the Trustee receives written notice from the Employer that the Investment Manager has resigned or been removed. The Trustee shall be under no obligation to review or question any investment decision made by the Investment Manager, and the Trustee shall have no liability for losses with

respect to such investments on account of any action directed, taken, or omitted by such Investment Manager.

2.4 **Participant-Directed Investments**: If the Participants have been designated to determine investments, then the following provisions shall apply:

(a) Each Participant may direct the investment of all or a portion of their account balance(s), described below, as selected in the Adoption Agreement.

(1) the Vested Percentage of his or her Participant Account; or
(2) the entire balance of his or her Participant Account; or
(3) a select percentage of the following; the Employer Non-Elective Account Balance, the Employer Match Account Balance, the Employer QNEC Account Balance, the Employer QMAC Account Balance, the Employer Money Purchase Account Balance, the Employee Elective Deferral Account Balance, the Employee "after-tax" Account Balance, the Rollover/Transfer Account Balance.

(b) The investments from which a Participant may choose when directing investment of his or her Participant Account ("Available Investments") shall be selected in the Adoption Agreement from the following:

(1) Any investment acceptable to the Employer.

OR

(2) Such other investments or investment funds as may be selected by the Employer according to the Plan's written investment policy as prepared by the Employer as revised from time to time. In making such selection, the Employer shall use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Available Investments under the Plan shall be diversified. The Employer shall notify the Trustee in writing of the selection of the Available Investments under the Plan and any changes thereto.
(3) Insurance Contracts, including but not limited to annuity contracts, acceptable to the Employer.

(c) Direction of investment shall be made to the Trustee in such form as may be acceptable to the Trustee. Unless the Trustee adopts rules allowing directions to be made by telephone, direction must be made by written order delivered to the Trustee. Within a reasonable time after receipt of investment directions, the Trustee shall implement such directions, and the Trustee shall have no duty to diversify investments so directed, and the Trustee need not consider whether such investments are authorized by the laws of any jurisdiction as a trust investment. If any investment orders are not received, or, if received, are unclear in the opinion of the Trustee, all or a portion of the contribution may be held uninvested without liability for loss of income or appreciation, and without liability for interest, pending receipt of such orders or clarification.

(d) The Trustee shall maintain a segregated account for each of the accounts for which investment is directed by a Participant.

(e) The Trustee and Plan Administrator are authorized to establish any reasonable rules and procedures governing Participant-directed accounts which they deem desirable. Any such rules and procedures will be applied to all Participants on a nondiscriminatory basis. The Trustee is specifically authorized to establish any rules and procedures which it deems necessary or advisable to comply with the requirements of section 404(c) of ERISA.

(f) The Trustee may require any Participant to enter into an agreement with the Trustee consenting to the Trustee's rules and procedures and providing such other provisions and indemnities as the Trustee shall require before allowing the Participant to direct any investment of his account.

(g) To the extent allowed by law, the Trustee shall not be liable for any loss resulting from the Participant's direction of the investment of all or any portion of his Participant's Account.

2.5 **Collective Trusts**: Subject to the provisions of this Article, as of any valuation date of a collective trust established for the purpose of collective investment of the assets of trusts maintained with the Trustee or other trustees under qualified retirement plans which meets the requirements of the Code (hereinafter referred to as a "Collective Trust"), the Trustee may transfer any part or all of the assets of the Trust Fund to the trustee of the Collective Trust for admission to one or more of the investment funds therein. The Trustee is expressly authorized to permit the commingling of any or all of the assets of the Trust Fund, through the medium of the Collective Trust, with the assets of other trusts eligible to participate in the Collective Trust under the terms thereof. During such time as any part or all of the assets of the Trust Fund are held in the Collective Trust, they shall be subject to all of the provisions of the declaration creating the Collective Trust as amended from time to time. The Trustee shall have with respect to the interest of the Trust Fund in the Collective Trust the powers conferred by this Trust Agreement to the extent that such powers are not inconsistent with the provisions of the declaration creating the Collective Trust. The Trustee may withdraw all or any part of any interest of the Trust Fund in the Collective Trust in accordance with the terms of the Collective Trust. The terms of a Collective Trust shall constitute an integral part of this Agreement and the Plan.

2.6 **Allocation of Earnings and Losses**: To the extent that the Trustee maintains segregated accounts for Participants, the actual earnings and losses with respect to each segregated account shall be allocated to such account. To the extent that the Trustee does not maintain segregated accounts for Participants, the earnings and losses of the Trust shall be allocated pro rata among Participant's Accounts, on the basis specified in the Adoption Agreement.

(a) Participant's Account balance as of the preceding Valuation Date, less subsequent distributions, withdrawals, forfeitures from the account, and insurance premium payments.

(b) Participant's Account balance as of the preceding Valuation Date, less subsequent distributions, withdrawals, forfeitures from the account, and insurance premium payments, plus one-half of Elective Deferrals and Employee Nondeductible Contributions, if applicable.
(c) On a time-weighted basis taking into account the balances in Participant's Accounts as of the most recent Valuation Date and the actual dates of any increases or decreases in the Participant's Accounts.
(d) Any portion of a Participant's Account that is subject to the investment control of the Participant shall be adjusted for investment experience at the close of each business day.

2.7 **Rights and Powers of the Trustee**: In accordance with Department of Labor Reg. 2550-403a-1(b), all assets of an employee benefit plan shall be held in trust by one or more trustees pursuant to a written trust agreement. These requirements shall be satisfied if such securities are held on behalf of the plan in the name of a nominee or in street name provided such securities are held on behalf of the plan by a bank or trust company that is subject to supervision by the United States or a State, or a nominee of such bank or trust company, a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer, or a clearing agency as defined in section 3(a)(23) of the Securities Exchange Act, or its nominee.

The Trustee is authorized to exercise all powers conferred upon the Trustee by law which it may deem necessary or proper for the investment and protection of the Trust Fund. The Trustee, to the extent permitted by law or regulatory authority, is specifically authorized and empowered:

(a) To purchase, or subscribe for, any securities or other property and to retain the same. In conjunction with the purchase of securities, margin accounts may be opened and maintained;
(b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;
(c) To vote any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;
(d) To cause any investment of the Trust Fund to be registered in the name of the Trustee or in the name of one or more of the Trustee's nominees, or to hold such investment in unregistered form or in a form permitting transfer by delivery; provided that the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;
(e) To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Trustee shall be bound to see the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;
(f) To keep such reasonable portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan for payment of benefits or expenses of the Plan, without liability for interest thereon;
(g) To establish programs under which cash deposits in excess of a minimum set by it will be periodically and automatically invested in interest-bearing investment funds;
(h) To accept and retain for such time as the Trustee may deem advisable any securities or other property received or acquired as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;
(i) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
(j) To settle, compromise, or submit to the Plan Administrator any claims, debts, or damages due, owing to, or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;
(k) To consult and employ any suitable agent to act on behalf of the Trustee and to contract and pay for legal, accounting, clerical, and other services deemed necessary by the Trustee to manage and administer the Trust Fund according to the terms of the Plan and this Trust Agreement;
(l) To pay from the Trust Fund all taxes imposed or levied with respect to the Trust Fund or any part thereof under existing or future laws, and to contest the validity or amount of any tax, assessment, claim, or demand respecting the Trust Fund or any part thereof;
(m) To apply for and procure from responsible insurance companies, to be selected by the Plan Administrator, as an investment of the Trust Fund, such annuity or life insurance contracts on the life of any Participant as the Plan Administrator shall deem proper; to exercise, at any time from time to time, whatever rights and privileges may be granted under such annuity or other contracts; to collect, receive, and settle for the proceeds of all such annuity or other contracts as and when entitled to do so under the provisions thereof;
(n) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;
(o) To invest in Treasury Bills and other forms of United States government obligations;
(p) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock held by the Trustee as a part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to Rule 9B-1 promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the

purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediately preceding sentence;

(q) To deposit monies in savings accounts or certificates of deposit in federally insured banks, savings banks, savings and loan associations, or credit unions;
(r) To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or an affiliated company of the Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests;
(s) To employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and record-keeping nature;
(t) To transfer a Participant's interest in the Plan to the trustee of another trust forming part of a plan represented by such trustee as meeting the requirements of section 401(a) of the Code or to the trustee, custodian, or issuer of an individual retirement account or annuity represented by such trustee, custodian, or issuer as meeting the requirements of section 408(a) or (b) of the Code; provided that such recipient permits such transfers to be made;
(u) To accept funds for the account of a Participant transferred from the trustee or custodian of another plan represented by such trustee or custodian as meeting the requirements of section 401(a) of the Code; provided that such trust permits such transfers to be made;
(v) To establish and maintain one or more investment funds in which all or a portion of the accounts of Participants may be commingled; and
(w) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

2.8 **Indicia of Ownership**: All right, title, and interest in and to the assets of the Trust Fund shall at all-time be vested exclusively in the Trustee. Except as may be authorized by regulations promulgated by the Secretary of Labor, the Trustee shall not maintain the indicia of ownership in any assets of the Trust Fund outside of the jurisdiction of the district courts of the United States.

ARTICLE 3
DUTIES OF THE TRUSTEE

3.1 **General**: The Trustee shall discharge its assigned duties under this Trust Agreement solely in the interest of Participants and their Beneficiaries in the following manner:

(a) for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan;
(b) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;
(c) by diversifying the available investments under the Plan, unless under the circumstances it is clearly prudent not to do so; and
(d) in accordance with the provisions of the Plan and this Trust Agreement insofar as they are consistent with the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

3.2 **Investment**: The Trustee shall invest, manage, and control the assets of the Plan in a manner consistent with Article 2 of the Trust Agreement.

3.3 **Books and Records**: The Trustee shall keep full and accurate accounts of all receipts, investments, disbursements, and other transactions hereunder, including such specific records as may be agreed upon in writing between the Employer and the Trustee. All such accounts, books, and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Employer or the Plan Administrator. The Trustee, at the direction of the Plan Administrator, shall submit to auditors such valuations, reports or other information as they may reasonably require. A Participant may examine only those individual account records pertaining directly to him.

3.4 **Accounts**: In accordance with the terms of the Plan, the Trustee shall open and maintain separate accounts in the name of each Participant in order to record all contributions by or on behalf of the Participant and any earnings, losses, expenses, and distributions attributable thereto. The Plan Administrator shall furnish the Trustee with written instructions enabling the Trustee to allocate properly all contributions and other amounts under the Plan to the separate accounts of the Participants. In making such allocations, the Trustee shall be entitled to rely on the instructions furnished by the Plan Administrator and shall be under no duty to make any inquiry or investigation with respect thereto.

3.5 **Valuations**: The Trustee shall value the assets of the trust at fair market value on each Valuation Date, and shall allocate the earnings and losses to each Participant's Account as provided in Section 2.6.

3.6 **Benefits and Expenses**: The Trustee shall pay benefits under the Plan and expenses incurred by the Plan from the Trust Fund to such persons, in such manner, at such times and in such amounts as the Plan Administrator shall direct in writing. The Trustee shall be fully protected in making, discontinuing, or stopping payments from the Trust Fund in accordance with the written directions of the Plan Administrator. The Trustee shall have no responsibility to see to the application of payments so made or to ascertain whether the directions of the Plan Administrator comply with the Plan. In no event, however, shall any such payment exceed the amount then credited to the respective Participant's Account. When the Plan Administrator directs that any payment is to be made only during or until the time a certain condition exists regarding the payee, any payment made by the Trustee in good faith, without actual notice or knowledge of the changed status or condition of the payee, shall be considered to have been properly made by the Trustee and made in accordance with the direction of the Plan Administrator.

3.7 **Contributions:**

(a) The Trustee shall be accountable for all contributions received by it.
(b) In-kind Contributions of other than qualifying employer securities will be permitted in non-pension plans as long as it is discretionary and unencumbered. With regard to qualifying securities, they can be contributed to both pension and non-pension plans subject to the requirements of ERISA section 408(e).

3.8 **Annual Accounts:**

(a) Within ninety (90) days following the later of the last day of the Plan Year or receipt by the Trustee of the Employer's Contribution for the Taxable Year, and following the effective date of the removal or resignation of the Trustee, the Trustee shall file with the Employer a written account setting forth all transactions affected by it subsequent to the end of the period covered by its last previous annual account, the assets of the Trust Fund at the close of the period covered by such account, the net income or loss of the Trust Fund, the gains or losses realized by the Trust Fund upon the sale or other disposition of assets, the increase or decrease in the value of the Trust Fund, all payments and distributions made from the Trust Fund, and such other information as the Trustee or Plan Administrator deems appropriate. Such written account may consist of regularly issued broker/dealer, mutual fund or other investment statements.
(b) Upon receipt by the Trustee of the Employer's written approval of any such account, or upon the expiration of thirty days after delivery of any such account to the Employer, such account (as originally stated if no objection has been theretofore filed by the Employer, or as theretofore adjusted pursuant to agreement between the Employer and the Trustee) shall be deemed to be approved by the Employer except as to matters, if any, covered by written objections theretofore delivered to the Trustee by the Employer regarding which the Trustee has not given an explanation, or made adjustments, satisfactory to the Employer, and the Trustee shall be released and discharged as to all items, matters and things set forth in such account which are not covered by such written objections as if such account had been settled and allowed by a decree of a court having jurisdiction regarding such account and of the Trustee, the Employer, the Plan Administrator and all persons having or claiming to have any interest in the Trust Fund. The Trustee, nevertheless, shall have the right to have its accounts settled by judicial proceedings if it so elects, in which event the Employer, the Plan Administrator and the Trustee shall be the only necessary parties.

3.9 **Indemnification**: Unless resulting from the Trustee's negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under this Trust Agreement or ERISA, the Employer shall indemnify and save harmless the Trustee from, against, for, and in respect of any and all damages, losses, obligations, liabilities, liens, deficiencies, costs, and expenses, including, without limitation, reasonable attorney's fees incident to any suit, action, investigation, claim, or proceedings suffered, sustained, incurred, or required to be paid by the Trustee in connection with the Plan or this Trust Agreement.

ARTICLE 4
ADMINISTRATIVE PROVISIONS

4.1 **Compensation and Expenses**: The Trustee shall be reimbursed for any reasonable expenses incurred by it as Trustee, including reasonable expenses of legal counsel. In addition, the Trustee shall be paid such reasonable compensation as shall be agreed upon from time to time in writing by the Employer and the Trustee, or in absence of such an agreement, such amounts as the Trustee customarily charges for similar services. However, an individual serving as Trustee who already receives full-time pay from the Employer shall not receive compensation from this Plan. Unless paid or advanced by the Employer, such compensation and reimbursements shall be paid from the Trust Fund.

4.2 **Communications**: Whenever the Trustee is permitted or required to act upon the directions or instructions of the Plan Administrator or Employer, the Trustee shall be entitled to act upon any written communication signed by any person or agent designated to act as or on behalf of the Plan Administrator or Employer. Such persons or agents shall be designated in writing by the Employer or the Plan Administrator, and their authority shall continue until revoked in writing. The Trustee shall incur no liability for failure to act on such person's or agent's instruction or orders without written communication, and the Trustee shall be fully protected in all actions taken in good faith in reliance upon any instructions, directions, certifications, and communications believed to be genuine and to have been signed or communicated by the proper person.

4.3 **Notification of Designated Person or Agent**: The Employer shall notify the Trustee in writing as to the appointment, removal, or resignation of any person or agent designated to act as or on behalf of the plan Administrator. After such notification, the Trustee shall be fully protected in acting upon the directions of, or dealing with, any person or agent designated to act as or on behalf of the Plan Administrator until it receives written notice to the contrary. The Trustee shall have no duty to inquire into the qualifications of any person designated to act as or on behalf of the Plan Administrator.

4.4 **Failure to Provide Instructions**: In the event that the Plan Administrator fails for any reason to furnish the Trustee with any required notice, communication, designation, certification, order, instruction, or objection, the Trustee may take such action, including the making of distributions, as it in its discretion deems necessary or advisable under the circumstances, after it has been put on notice that any action on its part is required.

4.5 **Insurance Companies**: If any contract issued by an insurance company shall form a part of the Trust Fund, the insurance company shall not be deemed a party to this Trust Agreement. A certification in writing by the Trustee as to the occurrence of any event contemplated by this Trust Agreement or the Plan shall be conclusive evidence thereof and the insurance company shall be protected in relying upon such certification and shall incur no liability for so doing. With respect to any action under any such contract, the insurance company may deal with the Trustee as the sole owner thereof and need not see that any action of the Trustee is authorized by this Trust Agreement or the Plan. Any change made or taken by an insurance company upon the direction of the Trustee shall fully discharge the insurance company from all liability with respect thereto, and it need not see to the distribution or further application of any moneys paid it to the Trustee or paid in accordance with the direction of the Trustee.

ARTICLE 5
RESIGNATION AND REMOVAL OF TRUSTEE

5.1 **Resignation of Trustee**: The Trustee may resign at any time by delivering written notice to the Employer at least thirty (30) days before the effective date of such resignation.

5.2 **Removal of Trustee**: The Trustee may be removed by the Employer at any time upon thirty (30) written notice to the Trustee. The thirty day notice period may be waived by the Trustee.

5.3 **Appointment of Successor**: Upon the death, resignation, incapacity, or removal of any Trustee, a successor may be appointed by the Employer by written instrument appointing a successor Trustee, and an acceptance in writing of the office of successor Trustee signed by the successor so appointed. Any successor Trustee may be either one or more individuals or a corporation authorized and empowered to exercise trust powers. Upon accepting such appointment in writing, such successor shall become vested with all the estate, rights, powers, discretions, and duties of his predecessor with like respect as if he were originally named as a Trustee herein. Until such a successor is appointed and has accepted its appointment, the remaining Trustee or Trustees shall have full authority to act under the terms of this Agreement. Upon the death of the sole proprietor of a proprietorship where either the sole proprietor was acting as the sole Trustee or where no other Trustees remain, whether by death or otherwise, the executor or administrator of the estate of the last surviving Trustee or if applicable the surviving spouse of the sole proprietor will have the authority to appoint a successor Trustee.

5.4 **Delivery by Trustee**: Upon appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to such successor Trustee, after reserving such reasonable amount as it shall deem necessary to provide for its expenses in the settlement of its account, the amount of any compensation due to it, and any sums chargeable against the Trust Fund for which it may be liable. If the sums so reserved are not sufficient for such purposes, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the successor Trustee and the Employer who shall be jointly and severally liable therefore.

5.5 **Successor**: Any successor Trustee shall have all of the powers of the initial Trustee. A successor Trustee may rely on the accounting provided by its predecessors, and a successor Trustee shall not be liable for the acts or omissions of any predecessor Trustee.

ARTICLE 6
NO ALIENATION OR DIVERSION

6.1 **Nonalienation**: Except as otherwise required in the case of any qualified domestic relations order within the meaning of section 414(p) of the Code, the benefits or proceeds of any allocated or unallocated portion of the assets of the Trust Fund and any interest of any participant or Beneficiary arising out of or created by the Plan either before or after the Participant's retirement shall not be subject to execution, attachment, garnishment, or other legal or judicial process whatsoever by any person, whether creditor or otherwise, claiming against such Participant or Beneficiary. No Participant or Beneficiary shall have the right to alienate, encumber, or assign any of the payments or proceeds, or any other interest arising out of or created by the Plan and any action purporting to do so shall be void. The provision of this Section shall apply to all Participants and Beneficiaries, regardless of their citizenship or place of residence. Sub-trusts are not permitted under this Plan and Trust as owners of plan assets since such sub-trust would create an assignment or alienation that violates section 401(a)(13) of the Code.

6.2 **Prohibition of Diversion**: Except as provided in this paragraph, at no time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries under the Plan shall any part of the principal or income of the Trust Fund be used for, or diverted to, purposes other than for the exclusive benefit of Participants or their Beneficiaries, or for defraying reasonable expenses of administering the Plan. Notwithstanding the foregoing, contributions made by the Employer under the Plan may be returned to the Employer under the following conditions:

(a) Contributions to the Plan are specifically conditioned on initial qualification of the Plan under the Code. If the plan is determined to be disqualified, contributions made in respect of any period subsequent to the effective date of such disqualification may be returned to the Employer within one year after the date of denial of qualification.
(b) Contributions to the Plan are specifically conditioned upon their deductibility under the Code. To the extent a deduction is disallowed for any such contribution, it may be returned to the Employer within one year after the disallowance of the deduction. Contributions which are not deductible in the taxable year in which made but are deductible in subsequent taxable years shall not be considered to be disqualified for purposes of this subsection.
(c) If a contribution is made by reason of mistake of fact, such contribution may be returned to the Employer within one year of the payment of such contribution.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 **Definitions in Plan**: Unless the context of this Trust Agreement clearly indicates otherwise, the terms defined in the Plan shall, when used herein, have the same meaning as in the Plan.

7.2 **Amendment of Trust**: The Employer may, by delivery to the Trustee of an instrument in writing, amend, terminate, or partially terminate this Trust Agreement at any time; provided, however, that no amendment shall increase the duties or liabilities of the Trustee without the

Trustee's consent; and, provided further, that no amendment shall divert any part of the Trust Fund to any purpose other than providing benefits to Participants and their beneficiaries or defraying reasonable expenses of administering the Plan.

7.3 **Termination of Plan**: If the Plan is terminated, or if the Employer permanently discontinues its contributions to the Plan, the Trustee shall distribute the Trust Fund or any part thereof in such manner and at such times as the Plan Administrator shall direct in writing. In absence of receipt of such written directions within ninety (90) days after the effective date of such termination, the Trustee shall distribute the Trust Fund in accordance with the provisions of the Plan.

7.4 **No Employment Contract**: Nothing contained in this Trust Agreement or in the Plan shall be construed as an employment contract or require the Employer to retain any Employee in its service.

7.5 **Construction**: The construction, validity, and administration of this Trust Agreement and the Plan shall be governed by the laws of the state where the Trust resides, except to the extent such laws have been specifically superseded by ERISA.

Name of the Plan: ____

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement on (Date): ______________________________

Employer's signature:	Attest:
Name of Employer: ______________________________	____

Trustee's signature:	Attest:
Name of Trustee: ______________________________	____