

1. Establishment of Trust. The Trustee shall accept and hold in the Trust such contributions by or on behalf of Participants as it may receive from time to time from the Employer together with the earnings thereon, and shall open and maintain records of contributions to and withdrawals from the Accounts for such individuals as the Employer shall from time to time certify to it, by name and Social Security number, as Participants in the Plan.

2. Exclusive Benefit and Return of Employer Contributions. In accordance with Code section 401(a)(2) and ERISA section 403(c) (if applicable), the Trustee shall hold the assets of the Trust for the exclusive purpose of providing benefits to Participants and Beneficiaries and defraying the reasonable expenses of administering the Plan, and no such assets shall ever revert to the Employer except that if the Employer or the Plan Administrator so directs:

- (a) contributions made by the Employer by mistake of fact may be returned to the Employer within one year of the date of payment,
- (b) contributions that are conditioned on the deductibility thereof under Code section 404 may be returned to the Employer within one year of the disallowance of the deduction, and
- (c) contributions that are conditioned on the initial qualification of the Plan under the Code may be returned to the Employer within one year after such qualification is denied by determination of the Internal Revenue Service, but only if an application for determination of such qualification is made within the time prescribed by law for filing the Employer's federal income tax return for its taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

All contributions under the Plan are hereby expressly conditioned on the initial qualification of the Plan and their deductibility under the Code.

3. Reports of the Trustee and the Employer. Not later than 120 days after the close of each Plan Year where the Plan Year is the calendar year (or after the Trustee's resignation or removal pursuant to Section 6.), the Trustee shall furnish or cause to have furnished to the Employer a Summary Annual Report containing such information as shall be reasonably necessary to complete reports and disclosures required of the Employer pursuant to ERISA, including, without limitation, records of the transactions performed in connection with the Plan during the period in question, and either a statement of the fair market value of the assets of each Participant's Account as of the end of the period, or information adequate to permit the Employer to compare such value. Upon the expiration of 60 days following the date on which such a report is furnished to the Employer, the Trustee shall be forever released and discharged from all liability and accountability to anyone with respect to its acts, transactions, duties, obligations, or responsibilities as shown in or reflected by such report, except with respect to any such acts or transactions as to which the Employer shall have filed written objections within such 60-day period or as otherwise required by law. With respect to a Plan Year on other than a calendar basis, the Trustee shall provide the reports described herein upon request.

The Employer shall be responsible for the preparation and filing of such reports (IRS Form 5500) and disclosures as may be required by ERISA, and for providing notice to interested parties as required by Code section 7476. The Employer shall also prepare any return or report required as a result of liability incurred by the Plan for tax on unrelated business taxable income, or windfall profits tax, or any return or report necessary to preserve the availability of any credit or deduction with respect thereto.

4. Fees and Expenses of the Trust. The Trustee shall be entitled to the fees set forth in the materials provided to Participants by the Prototype Plan Sponsor, as amended from time to time, and to reimbursement of all reasonable expenses incurred in the performance of its duties. If the Employer fails to pay agreed compensation or to reimburse expenses, the same shall be paid from the assets of the Trust. To the extent incurred by the Trustee, any income, gift, estate, and inheritance taxes and other taxes of any kind whatsoever (including transfer taxes incurred in connection with the investment or reinvestment of the assets of the Trust) that may be levied or

assessed in respect of such assets, if allocable to specific Participants, shall be charged to their Accounts, and if not so allocable shall be charged proportionately to all Participants' Accounts. All other administrative expenses incurred by the Trustee in the performance of its duties, including fees for legal services rendered to the Trustee, shall be charged proportionately to all Accounts. All such fees and taxes and other administrative expenses charged to a Participant's Account shall be collected from the amount of any contribution or distribution to be credited to such Account, or by selling assets credited to such Account, and the Trustee is expressly authorized to liquidate any assets held in a Participant's Account for the purpose of paying such amounts. The Trustee shall not be deemed to be exercising discretion by causing the sale of any such assets to pay such fees or expenses. The Employer shall be responsible for payment of any deficiency.

5. Limitation of Duties and Liabilities. The Trustee shall not be responsible in any way for the purpose or propriety of any distribution made pursuant to Article 7 of the Basic Plan Document, or any other action or nonaction taken pursuant to the request of the Employer, the Plan Administrator, a Participant, or a Beneficiary; the validity or effect of the Plan and Trust Agreement; the qualification of the Plan or the Trust under the Code and ERISA; or the examination of the Plan by the Internal Revenue Service or the Department of Labor. Except as provided in Article 4.14 of the Basic Plan Document, the Trustee shall have no authority to inquire into the correctness of any amounts contributed and remitted to the Trustee or to determine whether any contribution is payable under Article 4 of the Basic Plan Document.

The Employer and the executor, administrator, or successor of the Employer, as appropriate, shall at all times fully indemnify and save harmless the Trustee and its successors and assigns from any liability arising from distributions so made or actions so taken, and from any and all liability whatsoever which may arise in connection with the Plan, except liability arising from the gross negligence or willful misconduct of the Trustee.

The Trustee shall not be under any duty to take any action other than as herein specified with respect to the Trust, unless the Employer shall furnish the Trustee with instructions in proper form and such instructions shall have been specifically agreed to by the Trustee, or to defend or engage in any suit with respect to the Trust unless the Trustee shall have first agreed to do so and shall have been fully indemnified to its satisfaction.

The Trustee and its agents may conclusively rely upon and shall be protected in acting upon any written order from the Employer or its delegate or any other notice, request, consent, certificate, or other instrument or paper believed by it to be genuine and to have been properly executed, and, so long as it acts in good faith, in taking or omitting to take any other action. The Trustee may delegate to one or more corporations the performance of recordkeeping and other ministerial services in connection with the Plan, for a reasonable fee to be borne by the Trustee and not by the Plan or the Trust. Any such agent's duties and responsibilities shall be confined solely to the performance of such services and shall continue only for so long as the Trustee named in the Adoption Agreement serves as Trustee. The Trustee shall not have any liability with respect to money transferred to an insurance company pursuant to the Plan.

The Trustee shall be fully protected in acting upon the directions of the Plan Administrator in making benefit distributions, and shall have no duty to determine the rights or benefits of any person under the Plan or to inquire into the right or power of the Plan Administrator to direct any such distribution. A beneficiary designation form completed and filed in accordance with Article 7.4 of the Basic Plan Document shall be deemed a direction of the Plan Administrator for purposes of this Section. The Trustee shall be entitled to assume conclusively that any determination by the Plan Administrator with respect to a distribution meets the requirements of the Plan. The Trustee shall not be required to make any payment hereunder in excess of the net realizable value of the assets of the Trust held for the Participant at the time of such payment, nor to make any payment in cash

unless the Plan Administrator has furnished instructions in a form and manner acceptable to the Trustee as to the assets to be converted to cash for the purposes of making payment. The Trustee is expressly authorized to liquidate any assets held in a Participant's Account to make a payment under this Section but shall not be deemed to have exercised any fiduciary discretion in doing so.

6. Substitution, Resignation, or Removal of Trustee. The Prototype Sponsor may at any time appoint as a substitute for the Trustee named in the Adoption Agreement another institution that is a bank or is a nonbank trustee that has received approval from the Internal Revenue Service; provided that the Prototype Sponsor shall notify the Employer in writing at least 30 days in advance of the effective date of any such appointment. The Trustee may resign at any time upon 30 days' notice in writing to the Employer and may be removed by the Employer at any time upon 30 days' notice in writing to the Trustee (or the Trustee's agent). Upon resignation of the Trustee, the Prototype Sponsor may propose a successor trustee. Upon removal of the Trustee, the Employer shall appoint a successor Trustee, but in that event the Plan shall be considered an individually designed plan for purposes of Article 10.2 of the Basic Plan Document. Upon receipt by the Trustee of written acceptance of appointment by a substitute or successor trustee, the Trustee shall transfer and pay over to such successor the assets of the Trust. The Trustee is authorized, however, to reserve such sum of money or property as it may deem advisable for payment of all its fees, compensation, costs, and expenses, or for payment of any other liabilities constituting a charge on or against the assets of the Trust or on or against the Trustee, with any balance of such reserve remaining after the payment of all such items to be paid over to the substitute or successor trustee. The Trustee and the Prototype Sponsor shall not be liable for the acts or omissions of any substitute or successor trustee. If within 90 days after the Trustee's resignation or removal a successor Trustee has not been appointed, the Trustee shall terminate the Trust pursuant to Article 10.6 of the Basic Plan Document. The Trustee named in the Adoption Agreement has accepted its appointment and intends to serve only for so long as the Employer's plan is a Prototype Plan. If the Plan is no longer a Prototype Plan, the Trustee shall resign in accordance with this Section. Notwithstanding the foregoing, any successor to the Trustee or successor trustee, either through sale or transfer of the business or trust department of the Trustee or successor trustee, or through reorganization, consolidation, or merger, or any similar transaction of either the Trustee or successor trustee, shall, upon consummation of the transaction, become the successor trustee under this Agreement.

7. Separate Trust. The Employer may also appoint a trustee to establish a separate trust for claims on behalf of the trust for delinquent contributions under the Plan. The Trustee shall be authorized to provide information and records regarding contributions it has received to the Plan Administrator or other named fiduciary, and may accept contributions and/or carry out related allocation instructions from such named fiduciary upon its request. As a directed trustee pursuant to ERISA section 403(a)(1) for all purposes, the Trustee shall only pursue any claim that the Plan might have with respect to delinquent loan repayments or Plan contributions as specifically directed to do so by the Plan Administrator or other named fiduciary.

8. Provided that the Trustee or its nominee is a bank, trust company, or other entity described in Section 2550.403a-1(b) of the DOL Regulations, to the extent applicable, any assets of the Plan may be held in the name of the Trustee or its nominee or nominees, and any assets so held may be commingled with other such assets registered in that name, whether or not held under similar Trust Agreements or in any fiduciary capacity whatsoever; provided, however, that the books of the Trustee shall at all times reflect the identity of the beneficial owners of such assets. The Trustee shall cause to be delivered to each Participant (or, following the death of the Participant, the Beneficiary), at his or her last address of record, all notices, prospectuses, financial statements, proxies, and proxy-soliciting materials that may come into the Trustee's possession by reason of the assets held in the Participant's Account. The Participant (or his Beneficiary) may direct the Trustee as to the manner in which any voting rights shall be exercised in a form and manner acceptable to the Trustee and delivered to the Trustee or its designee within the time prescribed by it. The Trustee shall not vote or exercise any other rights with respect to any assets held hereunder except in accordance with the timely written instructions of the Participant for whose Account such assets are held. Notwithstanding the foregoing, to the extent the Plan is subject to ERISA, the requirements of section 2550.403a-1(b) of the DOL Regulations shall be satisfied.

9. In the event of any conflict between the terms of the Non-Trust Plan Documents and any provision contained in this Trust Agreement, the terms of the Non-Trust Plan Documents will govern.