

TITLE PAGE-STOCK NO. 100TP



Select Group Insurance Trust

TRUST AGREEMENT



Smead MFG. CO. HASTINGS MN. LOS ANGELES - CHICAGO
LOGAN OH. MCGREGOR TX. LOCUST GROVE C



TRUST AGREEMENT

THIS AGREEMENT is made between the following parties whose authorized signatures appear below: the SETTLORS, who are the initial Participants in the Select Group Insurance Trust and the TRUSTEE, Maine National Bank.

In consideration of the covenants of the parties to this Agreement, it is agreed:

ARTICLE I. DEFINITIONS

Section 1. Company. The term "the Company" means the insurer issuing the policy or policies held by the Trustee.

Section 2. Parties. The parties to this Agreement are the Settlers, all subsequent Participants, and the Trustee or the successors to same.

Section 3. Participants. The term "Participants" means the Settlers and all other employers who apply for group life or health insurance and agree in writing to be bound by the provisions of this Trust Agreement, provided that each participant be approved for insurance coverage by the Company.

Section 4. Policy. The term "Policy" or "Policies" means the policy or policies of group insurance issued by the Company pursuant to this Trust Agreement and accepted by the Trustee including any amendments, endorsements or riders.

Section 5. Trustee. Maine National Bank, or its successor, if any, is designated and referred to as the "Trustee" under this Agreement.

Section 6. Name. This Agreement shall be known as the Select Group Insurance Trust.

ARTICLE II. PURPOSE OF THE TRUST

Section 1. Purpose. The Settlers declare and create the Select Group Insurance Trust (hereinafter called the "Trust") for the purpose of providing and maintaining, through Policies issued by the Company, group insurance for the benefit of their employees or members and for the benefit of the employees and members of all subsequent Participants.

Section 2. Trust Assets. The trust assets shall consist of the Policies together with monies, if any, which may be received by the Trustee, and shall be used for the purposes set forth in this Trust Agreement. The Trustee declares that it will receive, hold and disburse for the appropriate Participant's account, all monies which come into its hands, solely for the purposes set forth in this Trust Agreement.

In accordance with Article V, Section 1, the Trustee shall not receive any premium payments from Participants. Such premium payments shall be paid directly by the Participants to the Company.

ARTICLE III. CONCERNING THE TRUSTEE

Section 1. Compensation and Expenses of Trustee. The Trustee shall be reimbursed for all reasonable and necessary expenses incurred in the performance of its duties as Trustee. Any Trustee shall be entitled to such fees for its services in reasonable amounts as may be agreed upon from time to time between the Trustee and the Company.

Section 2. Successor Trustee.

(A) A Trustee may resign on 60 days written notice to the Company. In the event of the resignation of any Trustee, the resigning Trustee shall appoint one or more successor Trustees who shall, upon agreeing in writing to be bound as a Trustee by the provisions of Agreement, become vested with all the estate, rights, powers, discretion and duties of the predecessor Trustee. In the event of the resignation of a bank or trust company as a Trustee, the Trustee shall designate as the successor Trustee any other bank or trust company, having a combined capital and surplus of at least Forty Million Dollars (\$40,000,000) which has a principal office in the State of Maine and which is authorized by law to exercise trust powers. In the event such a bank or trust company shall be so appointed and shall agree in writing to serve as a Trustee, all rights, powers, duties and obligations conferred or imposed upon the Trustee by this Agreement shall be exercised and performed exclusively by such bank or trust company. Upon surrender to such bank or trust company of the records and assets of the Insurance Fund, and acceptance of the final account of the predecessor Trustee by the successor Trustee, the

predecessor Trustee shall be discharged of the trusts and obligations created by this Agreement.

(B) A predecessor Trustee shall surrender to the successor Trustee at the place of business of the Insurance Fund all records, books, documents, monies and other properties in its possession which are held by the Trustee for, or incident to, the fulfillment of the Agreement and the administration of the Insurance Fund, provided that the retiring Trustee, except any individual, may reserve such reasonable sum for payment of proper charges against the trust fund including expenses in connection with such resignation or removal. Any balance of such reserve remaining after the payment of such charges shall be paid over to the successor Trustee.

Section 3. Exoneration.

(A) No Trustee shall be personally liable for:

(1) Any obligation of the Insurance Fund or obligation incurred by the Trustee acting as Trustee;

(2) The terms, conditions or coverage of the policy or policies issued by the Company, nor for any claims, representations, obligations, claims or settlements in respect of any beneficial interest by or in behalf of any Participants or options or expenses arising out of such contracts; or

(3) Any action taken or omitted in good faith by such Trustee, by any other Trustee, or by legal counsel, auditor, clerical personnel, administrative personnel or other third party selected by the Trustee with reasonable care.

(B) A third party dealing with the Trustee may conclusively presume that any exercise of powers by the Trustee are in accordance with the provisions of the Agreement. No third party dealing with the Trustee shall be obliged to take cognizance of the provisions of this Agreement, nor to inquire into the necessity or expediency of any action of the Trustee. The responsibility of a third party shall be limited to the terms of its agreements with the Trustee.

ARTICLE IV. GROUP INSURANCE BENEFITS

Section 1. Group Insurance Benefits. The Trustee shall procure, as the policyholder, from the Company, or its successors or assigns, an insurance policy or policies which shall provide such amounts of group life or health insurance, or other forms of coverage and insured benefits, or any combination thereof, as the Trustee and the Company may determine appropriate, provided that the (A) types of insurance or combination of types of insurance available to any Participant, (B) the amounts of insurance available, (C) the eligibility and effective date of insurance requirements, and the various other terms of the policy or policies to be issued by the Company or the conditions precedent to their issuance, shall be determined by the Company and requirements of applicable law. Any successor Trustee may continue, and succeed as

policyholders of, any group insurance policy or policies procured by the predecessor Trustee. All benefits provided by the group insurance contract or contracts shall be payable to the participants or their beneficiaries, except that the dividends or comparable rights, if any, shall be applied by the Company in accordance with the terms of this Trust Agreement. Upon acceptance of said policy or policies by the Trustee, the Trustee shall hold same under the provisions of this Trust Agreement, and the terms of same shall be binding upon all parties.

Section 2. Title. The title to the policies held in the Insurance Fund shall be vested exclusively in the Trustee. Neither the Insurance Fund nor any payments referred to in Article V below, temporarily in the possession of the Trustee, shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any Participant, and any attempt to make it so subject shall be void. Payments made shall not constitute compensation to the Participants, and such payments shall not in any manner be liable for or subject to the debts, contracts or liabilities of the Participants. No employee of a Participant shall have the right to receive any portion of the assets of the Trust other than to the extent that he qualifies for benefits in accordance with the terms of the policies held by the Trustee.

ARTICLE V. PAYMENTS BY PARTICIPANTS

Section 1. Premiums. In addition to any other rights available to the Company under any group insurance policies issued to the Trustee, authority is hereby designated to the Company to (A) receive premium

payments from the Participants in the Insurance Fund, (B) determine the amount of premium necessary from each Participant under any such policies and (C) determine when such payments for insurance will be required. Each Participant shall pay to the Company such amounts, and at such intervals, as may be determined by the Company, under authority hereby delegated to it, to be the appropriate portion of the premium due under policies held by the Trustee with respect to the Participants. Payments shall be due on the first day of each policy month or at such other time as the Participant may designate together with the concurrence of the Trustee or the Company under authority delegated to it. Each Participant shall be liable for his portion of the payment as so determined. The Trustee shall not be responsible for determining the amount or source of any payment.

Section 2. Failure To Make Payments. If any Participant fails to make any required payment on or before the day it is due, such Participant shall be in default. The effect of such default and the methods of curing such default, if any, shall be as set forth in the policy or policies.

ARTICLE VI. APPLICATION OF FUNDS

Section 1. Depository. All monies received pursuant to this Agreement by the Trustee shall be held, until expensed, in such banks or insurance companies as they may select for that purpose, and need not be segregated from other funds administered by the Trustee. The Trustee shall not be

liable for interest on monies so received and shall not be required to deposit or invest such monies to produce an income.

Section 2. Disbursements. Monies received by the Trustee shall be disbursed for the following purposes:

(A) To pay or provide for the payment of all premiums for group insurance provided by the Trustee pursuant to the further provisions of this Agreement;

(B) To pay all reasonable charges of any Trustee, including:

(1) All reasonable and necessary expenses incident to the administration of the Insurance Fund, including the employment of legal counsel, auditors, clerical personnel, administrative personnel and other third parties;

(2) The purchasing or leasing of such materials, supplies and equipment as the Trustee, in its sole discretion, deems proper and necessary for the sound and efficient administration of the Insurance Fund; and

(3) The leasing of necessary office premises;

(C) To provide, in the discretion of the Trustee, fidelity bonds issued by a reputable insurance company in amounts determined by the

Trustee for such Trustee and for each other person authorized to handle monies held in the Insurance Fund.

ARTICLE VII. ADMINISTRATION OF THE INSURANCE FUND

Section 1. Requests for Participation. Requests for participation in and under the terms of the policy or policies issued to the Trustee shall be investigated by the Company, and such requests for participation shall be approved or disapproved by the Company. The Trustee shall have no responsibility for any determination that any person is or is not eligible for coverage under the policies issued, and the Trustee shall be fully protected in relying upon any determination by the Company in that respect. No person that is not eligible for coverage, or that becomes ineligible for coverage, under the policies issued shall be eligible for participation.

Section 2. Withdrawal/Termination of Participant. A Participant may withdraw or may be terminated from the Insurance Fund and the policies issued in accordance with the terms of said policies.

Section 3. Audits and Reports.

(A) The Trustee shall keep at the place of business of the Insurance Fund the policies held under this Trust Agreement, true and accurate books of account, and records of its transactions as Trustee. Within 90 days after the close of any year in which the Trustee receives any monies under this Agreement, the Trustee shall render to the Company an account

of such acts and transactions, which account shall be signed by the Trustee and mailed in duplicate. A copy of such account shall be retained at the place of business of the Insurance Fund for inspection by any Participant or its duly authorized representative, and a copy shall be delivered to a Participant on its request. If, after reviewing said account, the Company finds the account to be correct as submitted, it shall endorse upon same an instrument of settlement and its agreement that the same shall constitute an account stated. One counterpart of the account to which is attached or endorsed such fully executed instrument of settlement shall be returned to the Trustee.

(B) If within 90 days after the receipt of such account or any amended account the Company shall not have endorsed its approval of such account and returned the same to the Trustee, nor have filed with the Trustee notice of any objection which it may have to any act or transaction of the Trustee, said account shall become an account stated. If any such objection has been filed, and if the Company is satisfied that it should be withdrawn or if the account is adjusted to its satisfaction, the Company shall in writing filed with the Trustee signify its approval of the account and it shall become an account stated. When the Trustee's account shall have become an account stated as herein provided, such account shall be deemed to have been finally settled and shall be conclusive between and among the Trustee, the Company, the Participants, and all persons having or claiming to have any interest in the Insurance Fund. Such settlement of the Trustee's account shall constitute a full and complete discharge and release of the Trustee with like effect as if such account has been settled and allowed by a judgment

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or decree of a court of competent jurisdiction in an action or proceeding in which the Trustee, the Company, the Participants, and all persons having or claiming to have any interest in the Insurance Fund were parties. Notwithstanding any provision, the Trustee shall have the right to apply at any time to a court of competent jurisdiction for the judicial settlement of its account; and in any such action or proceeding it shall be necessary to join as parties only the Trustee, the Company and the Participants. In any such action or proceeding the Participants shall receive notice of such action by serving each of them with a notice sent to its last known address. Any judgment or decree which may be entered in any such action or proceeding shall be conclusive upon all person having or claiming to have any interest in the Insurance Fund.

ARTICLE VIII. PLAN ADMINISTRATOR

Section 1. Designation. Each Participant shall serve as Plan Administrator for its Employees, or shall designate an individual or group of individuals to serve in such capacity.

Section 2. Duties. Each Plan Administrator shall maintain records for all employees in its Plan, in connection with their participation in Policies issued, and shall be solely responsible for complying with any provisions of the Employee Retirement Income Security Act (ERISA) as it may be amended from time to time which may apply to their participation in this Trust Agreement. In addition, each Plan Administrator shall distribute to or collect from employees participating in its Plan any information required by any other law or regulation or required by the

Company, including but not limited to certificates issued under a group contract.

ARTICLE IX. AMENDMENT AND TERMINATION OF THE AGREEMENT

Section 1. Term. The parties contemplate that this Agreement will continue in effect indefinitely. However, should the Trustee at any time determine that the purpose for which the Insurance Fund has been created may be effectuated more properly by an amendment to this Agreement, the Trustee shall be empowered to prepare such amendment. Any such amendment shall become operative thirty (30) days following receipt by each Participant of a copy of the amendment provided that the Participant does not give the Trustee written notice of dissent within such thirty (30) day period.

Section 2. Automatic Termination. This Agreement shall terminate as of any premium due date of the group insurance policy or policies then held by the Trustee when there are fewer than two Participants insured under said policy or policies. This Agreement shall in any event terminate upon the twentieth anniversary to the death of the last surviving person whose signature appears below. Upon the happening of such event a new trust agreement may be executed to further the purpose of this Agreement.

Section 3. Excess Funds. Should any surplus monies be held by the Trustee upon the termination of this Agreement, the Trustee shall pay such monies over to the Company to be applied toward the purchase of continued insurance benefits under said policies then in force until such

monies are exhausted; provided, that if there are no employees then insured under such policies, such monies shall be applied, in the discretion of the Company, toward the purchase of insurance benefits under such policies for the employees of the last ten Participants in this Insurance Fund.

ARTICLE X. SITUS

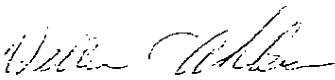
This Trust is accepted by the Trustee in the State of Maine and all questions pertaining to its validity, construction and administration shall be determined in accordance with the applicable laws of that jurisdiction. The Insurance Fund shall have its place of business at such place in the State of Maine as the Trustee shall from time to time determine.

IN WITNESS WHEREOF, the undersigned Settlers and Trustee, by their duly authorized representatives, have signed and executed this Agreement.

TRUST AGREEMENT

Settlor Signatures

Settlor: School District of Affton

By: 
William C. Ahlers

Title: Business Manager

Date: 6/28/88

This Settlor Signature page acknowledges and is made a part of the Select Group Insurance Trust Agreement between the Settlers and Maine National Bank.

TRUST AGREEMENT

Settlor Signatures

Settlor: March of Dimes / CBDMP

By: Kim Hubner

Title: Admin. Supervisor

Date: 6/15/88

This Settlor Signature page acknowledges and is made a part of the Select Group Insurance Trust Agreement between the Settlers and Maine National Bank.

TRUST AGREEMENT

Trustee Signatures

MAINE NATIONAL BANK

By: William D. Vessel

Title: Assistant Vice President

Date: July 7, 1988

This Trustee Signature page acknowledges and is made a part of the Select Group Insurance Trust Agreement between the Settlers and Maine National Bank.

AMENDMENT NO. 5 TO THE SELECT GROUP INSURANCE TRUST AGREEMENT

This is an amendment to the Select Group Insurance Trust Agreement (the "Agreement") dated July 7, 1988 between School District of Afton and March of Dimes/CBDMP as Settlers and Fleet Bank of Maine as Trustee.

In accordance with Article IX of the Agreement, the following amendment is proposed to Article IX by changing Section 2 as follows:

Section 2. Automatic Termination. This Agreement shall terminate as of any premium due date of the group insurance policy or policies then held by the Trustee when there are fewer than two Participants insured under said policy or policies; except that this Agreement shall not terminate if there are any insured persons remaining covered under a group long term policy held by the Trustee. This Agreement shall in any event terminate upon the twentieth anniversary to the death of the last surviving person whose signature appears below. Upon the happening of such event a new trust agreement may be executed to further the purpose of this Agreement.

IN WITNESS WHEREOF, the undersigned Trustee, by its duly authorized representative, has signed and executed this amendment effective April 1, 1993.

FLEET BANK OF MAINE

By: Jane A. Cook

Title: Vice President

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AMENDMENT NO. 4 TO TRUST AGREEMENT

This is an amendment to the Trust Agreement (the "Agreement") dated July 7, 1988 between School District of Aftton and March of Dimes/CBDMP as Settlers and Maine National Bank as Trustee.

In Accordance with Article ¹⁰IX of the Agreement, the following amendment is proposed as follows:

Wherever the name Maine National Bank appears it shall now be known as Fleet Bank of Maine.

IN WITNESS WHEREOF this Amendment is proposed this 12th day of July, 1991.

TRUSTEE:

MAINE NATIONAL BANK

By: William D. Merrill

Title: Assistant Vice President

Date: December 27, 1991

AMENDMENT NO. 3 TO TRUST AGREEMENT

This is an amendment to the Trust Agreement (the "Agreement") dated July 7, 1988 between School District of Affton and March of Dimes/CBDMP as Settlers and Maine National Bank as Trustee.

In Accordance with Article IX of the Agreement, the following amendment is proposed to ARTICLE I by adding Section 8 as follows:

ARTICLE I

Section 8. Occupational Groups

The term "Occupational Groups" means the following groups:

Retail Trade Insurance Fund

Wholesale Trade Insurance Fund

Service - Non Professional Insurance Fund

Service - Professional Insurance Fund

Transportation Insurance Fund

Manufacturing Insurance Fund

Construction Insurance Fund

Agriculture Insurance Fund

Communication Insurance Fund

Finance - Insurance - Real Estate - Public Employees Insurance Fund

A participant whose business falls into one of the "Occupational Groups" may be considered to be in the same or related business.

IN WITNESS WHEREOF this amendment is proposed the 1st day of July, 1990.

TRUSTEE:

MAINE NATIONAL BANK

By: William D. Merrill

Title: Assistant Vice President

Date: July 19, 1990

AMENDMENT NO. 2 TO TRUST AGREEMENT

This is an amendment to the Trust Agreement (the "Agreement") dated July 7, 1988 between School District of Affton and March of Dimes/CBDMP as Settlers and Maine National Bank of Trustee.

In accordance with Article IX of the Agreement, the following amendment is proposed to ARTICLES I, II, IV, VIII and IX, by changing Section 3 of ARTICLE I, Section 1 of ARTICLE II, Section 2 of ARTICLE IV, Sections 1 and 2 of ARTICLE VIII and Section 3 of ARTICLE IX as follows:

ARTICLE I

Section 3. Participants. The term "Participants" means the Settlers and all other employers, associations, creditors and credit unions, who apply for group life or health insurance, or other forms of coverage and insured benefits, or any combination thereof, and agree in writing to be bound by the provisions of this Trust Agreement, provided that each participant be approved for insurance coverage by the Company.

ARTICLE II

Section 1. Purpose. The Settlers declare and create the Select Group Insurance Trust (hereinafter called the "Trust") for the purpose of providing and maintaining, through Policies issued by the Company, group insurance for the benefit of their employees, debtors or members and for the benefit of the employee, debtors and members of all subsequent Participants and for the benefit of member firms of all subsequent Participants and their employees.

ARTICLE IV

Section 2. Title. The title to the policies held in the Insurance Fund shall be vested exclusively in the Trustee. Neither the Insurance Fund nor any payments referred to in ARTICLE V below, temporarily in the possession of the Trustee, shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any Participant, and any attempt to make it so subject shall be void. Payments made shall not constitute compensation to the Participants, and such payments shall not in any manner be liable for or subject to the debts, contracts or liabilities of the Participants. No employee, debtor or member of a Participant shall have the right to receive any portion of the assets of the Trust other than to the extent that he qualifies for benefits in accordance with the terms of the policies held by the Trustee.

ARTICLE VIII

Section 1. Designation. Each Participant shall serve as Plan Administrator for its Employees, Debtors or Members, or shall designate an individual or group of individuals to serve in such capacity.

Section 2. Duties. Each Plan Administrator shall maintain records for all employees, all debtors or all members in its Plan, in connection with their participation in Policies issued, and shall be solely responsible for complying with any provisions of the Employee Retirement Income Security Act (ERISA) as it may be amended from time to time which may apply to their participation in this Trust Agreement. In addition, each Plan Administrator shall distribute to or collect from employee, debtors or members participating in its Plan any information required by any other law or regulation or required by the Company, including but not limited to certificated issued under a group contract.

ARTICLE IX

Section 3. Excess Funds. Should any surplus monies be held by the Trustee upon the termination of this Agreement, the Trustee shall pay such monies over to the Company to be applied toward the purchase of continued insurance benefits under said policies then in force until such monies are exhausted; provided, that if there are no employees, no debtors or no members then insured under such policies, such monies shall be applied, in the discretion of the Company, toward the purchase of insurance benefits under such policies for the employees or members of the last ten Participants in this Insurance Fund.

IN WITNESS WHEREOF this amendment is proposed this 1st day of July, 1990.

TRUSTEE:

MAINE NATIONAL BANK

By: William D. Merrill

Title: Assistant Vice President

Date: July 27, 1990

AMENDMENT NO. 1 TO TRUST AGREEMENT

This is an amendment to the Trust Agreement (the "Agreement") dated July 7, 1988 between School District of Affton and March of Dimes/CBDMP as Settlers and Maine National Bank as Trustee.

In accordance with Article X of the Agreement, the following amendment is proposed to ARTICLES I, II, IV, VIII and IX, by changing Section 3 of ARTICLE I, Section 1 of ARTICLE II, Sections 1 and 2 of ARTICLE IV, Sections 1 and 2 of ARTICLE VIII and Section 3 of ARTICLE IX and by adding Section 7 to ARTICLE I as follows:

ARTICLE I

Section 3. Participants. The term "Participants" means the Settlers and all other employers, associations and credit unions, who apply for group life or health insurance, or other forms of coverage and insured benefits, or any combination thereof, and agree in writing to be bound by the provisions of this Trust Agreement, provided that each participant be approved for insurance coverage by the Company.

Section 7. Alternate Names. This Agreement may be referred to by the following alternate names:

- (A) Central States Legal Services Trust
- (B) Mid-America Legal Services Trust
- (C) Oklahoma Legal Services Trust
- (D) Southern Preferred Legal Services Trust
- (E) Western States Legal Services Trust
- (F) Capitol District Legal Services Trust
- (G) Keystone Legal Services Trust
- (H) Texas Legal Services Trust
- (I) Rocky Mountain Legal Services Trust

ARTICLE II

Section 1. Purpose. The Settlers declare and create the Select Group Insurance Trust (hereinafter called the "Trust") for the purpose of providing and maintaining, through Policies issued by the Company, group insurance for the benefit of their employees or members and for the benefit of the employees and members of all subsequent Participants and for the benefit of member firms of all subsequent Participants and their employees.

ARTICLE IV

Section 1. Group Insurance Benefits. The Trustee shall procure, as the policyholder, from the Company, or its successors or assigns, an insurance policy or policies which shall provide such amounts of group life or health insurance, or other forms of coverage and insured benefits, or any combination thereof, as the Trustee and the Company may determine appropriate, provided that the (A) types of insurance or combination of types of insurance available to any Participant, (B) the amounts of insurance available, (C) the eligibility and effective date of insurance requirements, and the various other terms of the policy or policies to be issued by the Company or the conditions precedent to their issuance, shall be determined by the Company and requirements of applicable law. Any successor Trustee may continue, and succeed as policyholders of, any group insurance policy or policies procured by the predecessor Trustee. All benefits provided by the group insurance contract or contracts shall be payable to the participants, insureds or their beneficiaries, except that the dividends or comparable rights, if any, shall be applied by the Company in accordance with the terms of this Trust Agreement. Upon acceptance of said policy or policies by the Trustee, the Trustee shall hold same under the provisions of this Trust Agreement, and the terms of same shall be binding upon all parties.

Section 2. Title. The title to the policies held in the Insurance Fund shall be vested exclusively in the Trustee. Neither the Insurance Fund nor any payments referred to in ARTICLE V below, temporarily in the possession of the Trustee, shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any Participant, and any attempt to make it so subject shall be void. Payments made shall not constitute compensation to the Participants, and such payments shall not in any manner be liable for or subject to the debts, contracts or liabilities of the Participants. No employee or member of a Participant shall have the right to receive any portion of the assets of the Trust other than to the extent that he qualifies for benefits in accordance with the terms of the policies held by the Trustee.

ARTICLE VIII

Section 1. Designation. Each Participant shall serve as Plan Administrator for its Employees, or Members, or shall designate an individual or group of individuals to serve in such capacity.

Section 2. Duties. Each Plan Administrator shall maintain records for all employees or all members in its Plan, in connection with their participation in Policies issued, and shall be solely responsible for complying with any provisions of the Employee Retirement Income Security Act (ERISA) as it may be amended from time to time which may apply to their participation in this Trust Agreement. In addition, each Plan Administrator shall distribute to or collect from employees or members participating in its Plan any information required by any other law or regulation or required by the Company, including but not limited to certificates issued under a group contract.

ARTICLE IX

Section 3. Excess Funds. Should any surplus monies be held by the Trustee upon the termination of this Agreement, the Trustee shall pay such monies over to the Company to be applied toward the purchase of continued insurance benefits under said policies then in force until such monies are exhausted; provided, that if there are no employees or no members then insured under such policies, such monies shall be applied, in the discretion of the Company, toward the purchase of insurance benefits under such policies for the employees or members of the last ten Participants in this Insurance Fund.

IN WITNESS WHEREOF this amendment is proposed this 1st day of April, 1989.

TRUSTEE:

MAINE NATIONAL BANK

By: William D. Verrell

Title: Assistant Vice President

Date: November 2, 1989