

DIRECTED TRUST AGREEMENT

AGREEMENT

This Directed Trust Agreement is between «cli_name» (“Employer”) and Hand Benefits & Trust Company, a Texas state chartered trust company having its principal office in Houston, Texas (“Trustee” or “HB&T”).

RECITALS

The Employer established the «pln_name» (“Plan”) and, to provide a source for payment of benefits under the Plan, established the «pln_name» and Trust (“Trust”) for the benefit of its employees. The Trustee has consented to act as trustee of the contributions and other assets to be held hereunder, constituting the Fund.

The Employer has made an initial contribution to the Fund, the receipt of which is hereby acknowledged by the Trustee.

The Trustee is affiliated with Benefit Plans Administrative Services, LLC, (“BPAS”), with which the Company has entered into a separate agreement for BPAS to provide certain administrative services with respect to the Plan (the “BPAS Administrative Services Agreement”).

The parties wish to set forth in this Agreement the terms and conditions for the provision by HB&T of depository and Trustee services to the Trust.

1. PURPOSE OF TRUST

1.01 Purpose. The Trust is part of the Plan. Its purpose is to implement the Plan, which provides retirement and death benefits for the Employer's Employees and their Beneficiaries. To the extent, the terms of the Plan are inconsistent with the terms of this Directed Trust Agreement, this Directed Trust Agreement shall be deemed an amendment of the Plan and the terms of this Directed Trust Agreement shall be controlling with respect to the subject matter of this Directed Trust Agreement.

2. DEFINITIONS

2.01 Authorized Investments shall mean investments in any properties, real, personal or mixed, wherever situated, including but not limited to preferred and common stocks; securities; governmental, corporate or personal notes, bonds or obligations (excluding any stocks or securities, bonds or other obligations of the Employer or an affiliated employer other than Qualifying Employer Securities); trust and participation certificates; leaseholds, fee titles, mortgages, deeds of trust and other interests in realty (excluding any real property leased to the Employer or an affiliated employer other than Qualifying Employer Real Property); shares or interests in real estate investment trusts, discretionary common trust funds and mutual funds; insurance and annuity policies including group annuity contracts; and any other evidence of indebtedness or ownership, even though any or all of the foregoing are not legal investments for fiduciaries under the applicable law thereto; provided that such investments are permitted under the provisions of Article Three of this Directed Trust Agreement and are not prohibited transactions under Section 406 of ERISA.

2.02 Beneficiary shall mean any person entitled to receive benefits which are payable upon or after a Participant's death in accordance with the Plan.

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2.03 Code shall mean the Internal Revenue Code of 1986, as amended from time to time, any regulations there-under, and any rulings issued by the Internal Revenue Service. References to any section of the Code shall include any successor provision.

2.04 ERISA shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and implementing regulations and rulings. References to any Section of ERISA shall include any successor provision.

2.05 Fund shall mean the assets of the Plan.

2.06 Investment Manager shall mean any party described in the following sentence that is appointed by the Employer or the Trustee to manage the investment of some or all of the Fund and that acknowledges in writing that it is a fiduciary with respect to the Plan. An Investment Manager can be a party that is either (a) registered as an investment adviser under the Investment Advisers Act of 1940, (b) a bank, as defined in that Act, or (c) an insurance company qualified to manage, acquire and dispose of Plan assets under the laws of more than one state.

2.07 Participant shall mean an individual who becomes a Participant in the Plan.

2.08 Plan Administrator shall mean the Employer or such other person, persons or entity appointed by the Employer to administer the Plan in accordance with the provisions of the Plan. The Employer shall certify in writing to the Trustee the name of any Plan Administrator so appointed, including specimen signatures. All directions to the Trustee by the Plan Administrator shall be in writing. The Trustee shall be entitled to rely, without further inquiry, upon all such written directions. The Trustee may assume (and shall be fully protected in assuming) that a designation of a Plan Administrator by the Employer remains in effect until advised to the contrary by the Employer in writing.

2.09 Plan Year shall mean the twelve consecutive month period described in the Plan Document. In the event the Plan incurs a short Plan Year of less than twelve consecutive months, the requirements of the Department of Labor Regulations in 2530.202 and 2530.203 and corresponding Treas. Reg. section 1.410(a) shall be satisfied.

2.10 Qualifying Employer Real Property shall mean real property (and related personal property) as described in Section 407(d) of ERISA.

2.11 Qualifying Employer Securities shall mean securities of the Employer as described in Section 407(d) of ERISA.

2.12 Trust shall mean the legal entity resulting from this Directed Trust Agreement between the Employer and the Trustee.

3. ADMINISTRATION OF TRUST ASSETS

3.01 Responsibility of Trustee. The Trustee shall have only such duties and responsibilities with respect to the Plan as are set forth in this Agreement or in a separate written agreement between the Trustee and the Employer. In no event shall the Trustee be considered a party to the Plan or responsible for any failure of the Employer or Plan Administrator to discharge any of their respective duties with respect to the Plan. The Trustee shall be free from all liabilities for its acts and conduct in the investment of the Fund, including any loss to or

diminution of the Fund, except for acts of negligence or willful misconduct. Nothing contained herein shall relieve the Trustee from any responsibility, obligation or duty that it may have pursuant to ERISA.

The Employer, in addition to its other duties as a fiduciary of the Plan, shall be authorized to serve as a Special Trustee. The duties of the Special Trustee include accepting and holding Plan assets that have been sent to the Trustee by the Employer in accordance with Attachment A of the BPAS Administrative Services Agreement until such assets can be properly allocated to Participants' accounts and any similar responsibilities.

3.02 Receipt of Contributions. The Trustee shall receive any contributions paid to it in negotiable funds. The Trustee shall not accept any contributions in property other than negotiable funds, except for rollover contributions and transfer contributions, if provided for under the Plan and approved by the Employer or Plan Administrator. All contributions so received, together with the income earned, any other increment and all assets acquired by investment or reinvestment, shall be held, managed and administered by the Trustee pursuant to the terms of this Directed Trust Agreement without distinction between principal and income. The Trustee shall not be responsible for the collection of any contributions under the Plan and shall have no power or duty to inquire into the accuracy of any contributions made by the Employer or by Participants.

3.03 Distributions. The Trustee shall make payments out of the Fund as directed in writing by the Employer (or its designee). The Employer shall be solely responsible to ensure that any payment made at its direction conforms with the provisions of the Plan, this Agreement and ERISA. The Trustee shall have no duty to determine the rights of any person in the Fund or under the Plan, or to inquire into the power of the Employer to direct any payment from the Fund.

3.04 Investment of Assets. The Fund shall be invested in Authorized Investments by the Trustee as directed by the Employer or by any Investment Manager appointed by the Employer in accordance with the provisions of Section 4.03 of Article Four (whenever the term "Trustee" appears, it shall include such Investment Manager, where appropriate), subject to the following provisions:

- (a) The Trustee shall discharge its duties, including the investment of the Fund, solely in the interest of the Participants and Beneficiaries and for the exclusive purpose of providing benefits for Participants and Beneficiaries and defraying reasonable expenses of administering the Plan.
- (b) The Trustee, under policies and guidelines established by the Employer, shall invest the assets of the Fund with the same 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 like character and with like aims.
- (c) The Fund may be invested and reinvested by the Trustee in Authorized Investments, as directed by the Employer (or its designee), in accordance with the following provisions:
 - (i) Subject to the provisions of subsection (iii) hereof, the investments of the Fund shall be diversified so as to minimize the risk of large losses, unless under the circumstances it is clearly not prudent to do so.
 - (ii) No investments shall be made in any asset, the indicia of ownership of which is outside the jurisdiction of the District Courts of the United States.

(iii) The Fund may consist, in whole or in part, of Qualifying Employer Securities and Qualifying Employer Real Property in such amounts as the Employer shall determine, provided, however, that no acquisition of Qualifying Employer Securities or Qualifying Employer Real Property shall be made if immediately after such acquisition the aggregate fair market value of all Qualifying Employer Securities and Qualifying Employer Real Property held in the Fund exceeds any limitation imposed by Section 407 of ERISA.

(iv) The Fund may consist, in whole or in part, of deposits of a bank or similar financial institution which is a fiduciary of the Plan, as defined in Section 3(21) of ERISA, if the bank or financial institution is supervised by the United States or a state and the deposits bear a reasonable rate of interest.

(v) The Trustee may engage in any transaction with either (A) a common or collective trust fund or pooled investment fund maintained by any "party-in-interest", within the meaning of Section 3(14) of ERISA, which is a bank or trust company supervised by a state or Federal agency or (B) a pooled investment fund of an insurance company qualified to do business in a state, if (I) the transaction is a sale or purchase of an interest in such fund and (II) the bank, trust company or insurance company receives not more than reasonable compensation.

(vi) With respect to the part of the Fund for which an Investment Manager is not responsible, the Trustee may, as directed by the Employer, from time to time transfer any assets of the Fund to, or withdraw the same from, any pooled investment fund or group or collective trust maintained by a bank or trust company (which may be the Trustee or an affiliate of the Trustee) supervised by a state or Federal agency, which has been determined by the Internal Revenue Service to be a qualified trust or fund exempt from federal income tax under Code Section 501(a), and which has been established to permit separate pension and profit sharing trusts qualified under Code Section 401(a) to pool some or all of their funds for investment purposes. To the extent the Fund is invested in such a pooled fund or group or collective trust, the terms of the instrument establishing such pooled fund or group or collective trust are made a part of this Agreement as fully as if set forth at length herein. The mingling of assets of this Trust with assets of other qualified participating trusts in such pooled funds or group or collective trusts is specifically authorized.

3.05 Purchase of Life Insurance Contracts for the Benefit of Individual Participants. As directed by the Employer, the Trustee is authorized to purchase and pay premiums on one or more life insurance policies or contracts (hereinafter, "contracts") on the life of a Participant, using the following principles as applicable:

(a) The face amount of ordinary life insurance contracts (contracts with nondecreasing benefits and nonincreasing premiums) on a Participant's life does not exceed 100 times (or the amount specified in the Plan, if less) the Participant's anticipated monthly retirement benefit; or

(b) The face amount of ordinary life insurance contracts (contracts with nondecreasing benefits and non-increasing premiums) on a Participant's life does not exceed the amount that can be purchased with 66% of the theoretical individual level premium reserve ("theoretical ILP reserve"), and the face amount of term and/or universal life insurance contracts does not exceed the amount that can be purchased with 33% of the theoretical ILP reserve. For purposes of this requirement, theoretical ILP reserve is the amount that would have been available at death if for each year of Plan participation, a contribution had been made for the Participant using the individual level premium method of plan

funding, to fund the Participant's entire retirement benefit. The entire retirement benefit, for this purpose, is based on a single life annuity and assumes continuation of current salary and the current defined benefit fraction; and

(c) Any payments by the insurer on account of credits such as dividends, experience rating credits, or surrender or cancellation credits shall be applied, within the taxable year of the Employer in which received or within the next succeeding taxable year, toward the next premium due before any further Employer contributions are so applied.

3.06 Purchase of Life Insurance Contracts for the Benefit of the Trust. The Employer may direct the Trustee to purchase and pay premiums on one or more life insurance contracts on the life of any employee (who is considered essential to the successful operation of the Employer) for the benefit of the Trust rather than the insured employee, in which event all premiums paid shall be treated as a general expense of the Fund, and all proceeds from such insurance shall constitute a general asset of the Fund.

3.07 Annuity Purchase Riders

(a) Any insurance contract purchased under the provisions of Section 3.05 or 3.06 of this Article Three may be subject to the terms of an annuity purchase rider, applied for by the Trustee at the direction of the Employer and issued as a part of such policy or contract, pursuant to which the proceeds of such policy or contract may be applied for the purchase of an annuity to provide benefits under the Plan.

(b) The annuity referred to in this Section shall be paid according to the terms of such policy or contract regardless of the survival of the Participant.

3.08 Designation of Trust as Owner and Beneficiary. To the extent directed by the Employer, each application for an insurance contract pursuant to Section 3.05 or 3.06, and the contracts themselves, shall nominate and designate the Trust or the Trustee as sole owner, with the right reserved to said Trustee to exercise any right or option contained therein. All such contracts shall be held by the Trustee. The Trust or the Trustee shall be designated in the contracts to receive the proceeds maturing by reason of the death of the Participant.

3.09 Provisions Relating to Insurance Companies

(a) No insurance company issuing policies or contracts upon the application of the Trustee shall be deemed to be a party to the Plan or this Agreement, nor shall the insurance company be responsible for its validity. The issuing insurance company shall not be required to look into the terms of the Plan or Agreement, nor be responsible to see that any action of the Trustee is authorized by its terms.

(b) For the purpose of making application to any insurance company and in the exercise of any right or option contained in any policy or contract, the insurance company may rely upon the signature of any one Trustee and shall be saved harmless and completely discharged in acting at the direction and authorization of the Trustee.

(c) Any issuing insurance company shall be discharged from all liability for any amount paid to the Trustee or paid in accordance with the direction of the Trustee and no such issuing insurance company shall be obligated to see to the distribution or further application of any moneys so paid by it.

3.10 Maintenance of Cash Reserve. The Trustee shall reserve from investment and reinvestment such amounts of cash as directed by the Employer.

3.11 Commingled Fund. Except as may be otherwise required by the Plan, the Fund shall be deemed commingled for investment purposes.

4. MANAGEMENT OF FUND

4.01 Powers. In addition to any authority given to the Trustee by law, by the Plan and/or by the Employer and subject to the Employer's direction, the Trustee shall have the following full powers in the management of the Fund without application to any court for authority:

(a) Acquisition of Authorized Investments. To purchase or subscribe for Authorized Investments and to retain them in the Fund.

(b) Disposition of Fund. To sell at public or private sale, for cash or on credit, to grant options to purchase, convert, redeem, exchange or otherwise dispose of any asset in the Fund.

(c) Litigation and Settlement of Claims. To settle, compromise or submit to arbitration any claims, debts, or damages due or owing to or from the Trust; to commence or defend suits or legal proceedings; and to represent the Trust in all suits, arbitrations and legal proceedings.

(d) Exercise of Contractual Rights. To exercise any conversion privileges, subscription rights, settlement options or any other contractual rights available in connection with any asset of the Fund.

(e) Preservation of Equities Owned by Trust. To oppose or to consent to the reorganization, consolidation, merger or readjustment of the organization or financial structure of any corporation, company or association; or to the sale, mortgage, pledge, or lease of the property of any corporation, company, or association whose securities or other ownership interests or obligations are held by the Trust; to do any act with reference thereto, including subscriptions, which is deemed necessary or advisable in connection with any Trust investments; and to hold and retain any assets which are so acquired.

(f) Exercise of Power of Attorney. To exercise, personally or by general or limited power of attorney, any right, including the right to vote, appurtenant to any assets held by the Trust, and to participate in voting trusts with other stockholders.

(g) Authority to Borrow. To borrow money from any lender in such amounts and upon such terms and conditions as it shall deem necessary or proper to carry out the purposes of the Trust and to pledge any assets of the Trust for the repayment of any such loan.

(h) Registration of Securities. To register any securities held by the Trustee in the name of the Trustee or in the name of nominees with or without the addition of words indicating that such securities are held in a fiduciary capacity, to take and hold the same unregistered, and to hold any securities in bearer form. In the event that any securities or any other assets of the Fund are registered in the name of nominees, the books and records of the Trust shall at all times disclose that such securities are part of the Fund.

(i) Distribution in Cash or in Kind. To make any distributions as provided herein, in kind or in cash or partly in both, and to make appraisals or evaluations for such purposes which are conclusive and binding upon all persons.

(j) Payment of Fees and Expenses. To pay all reasonable costs, charges and expenses incurred in the administration of the Plan and Trust, including, but not limited to, reasonable fees for accounting, legal and other services rendered, to the extent incurred by the Trustee, the Plan Administrator, or their assistants and representatives in the course of performance of their duties under the Plan and the Trust, except to the extent such fees and costs may be paid by the Employer. Notwithstanding any other provision of the Plan or Trust, no person who is a "disqualified person," within the meaning of Section 4975(e)(2) of the Code, and who receives full-time pay from the Employer shall receive compensation from the Fund, except for reimbursement of expenses properly and actually incurred.

(k) Execution of Documents. To make, execute and deliver all deeds, leases, mortgages, conveyances, contracts, waivers, releases or other instruments in writing necessary or proper for the accomplishment of any of the powers granted pursuant to this Agreement.

(l) Payment of Taxes. To pay all real and personal property taxes, income taxes and other taxes of any and all kinds levied or assessed under existing or future laws against the Fund or the Trustee in connection with the administration of the Trust.

(m) Bank Accounts. To open and maintain accounts in savings banks, commercial banks, savings and loan associations, building loan associations and other banking institutions or depositories and to manage such accounts as it shall deem advisable.

(n) Loans to Participants. To make a loan or loans to a Participant as and to the extent provided in the Plan.

(o) General Powers. To do any and all other acts and things necessary, proper or advisable to effectuate the purposes of the Trust and to exercise the powers granted pursuant to this Agreement, provided that such powers are exercised by the Trustee for the exclusive benefit of Participants and their Beneficiaries.

(p) Discretionary Authority. To invest and reinvest the assets of the Fund in property of any kind, real or personal, subject to the provisions of Section 4.02, 4.03 and 4.04, and as permitted by law.

4.02 Direction by Employer. Notwithstanding any other term or provision of the Plan or this Directed Trust Agreement, the Trustee shall invest and reinvest any part of the Fund that is not subject to the direction of an Investment Manager pursuant to Sections 4.03 and 4.04 only to the extent and in the manner directed by the Employer (or its designee) in writing. The Trustee need not determine or inquire into whether investment instructions received from the Employer (or its designee) represent proper and lawful investment decisions or result in prohibited transactions. The Trustee shall have no duty to review any investment to be acquired, held, or disposed of pursuant to such directions or to make recommendations with respect to the investment of any part of the Fund under the direction of the Employer. The Trustee shall be fully protected in complying without question with the direction of, or failing to act in the absence of any direction from, the Employer. If the Trustee does not receive written instructions from the Employer (or its designee) with respect to any part of the Fund subject to the Employer's direction (including, without limitation, income, sale proceeds and contributions), the

Trustee shall hold such amounts in interest bearing accounts. The Employer may at any time and from time to time issue orders for the purchase or sale of securities directly to a broker. In such case, the Trustee, upon written request from the Employer (or its designee), shall execute and deliver appropriate trading authorizations. Written notification of the issuance of each such order shall be given promptly to the Trustee by the Employer (or its designee), and the execution of each such order shall be confirmed in writing to the Trustee by the broker. Such notification shall be authority for the Trustee to pay for securities purchased against receipt thereof and to deliver securities sold against payment therefore, as the case may be.

4.03 Appointment of Investment Managers. The Employer or the Trustee, at the direction of the Employer (or its designee), may appoint an Investment Manager or Investment Managers to direct the investment of all or part of the Fund. An Investment Manager shall acknowledge in writing that it is a "fiduciary" with respect to the Plan within the meaning of Section 3(21) of ERISA, and shall give the Trustee copies of instruments under which the Investment Manager was appointed, accepted such appointment, and acknowledged its fiduciary status. If at any time an Investment Manager fails to qualify as such under Article Two, or if it withdraws its acknowledgment of fiduciary status under Section 3(21) of ERISA, the Investment Manager shall immediately notify the Employer and the Trustee in writing. An Investment Manager shall give the Trustee in writing the names of any individuals authorized to act on its behalf under its appointment, including specimen signatures. The Trustee may rely (and be fully protected in relying) on any written communication purporting to be signed by such individuals on behalf of the Investment Manager as being the act of the Investment Manager, and may assume that any designation of individuals entitled to sign communications on behalf of the Investment Manager remains in effect until advised by the Investment Manager in writing to the contrary. An Investment Manager may resign or be removed by the Employer or the Trustee, at the direction of the Employer (or its designee), at any time upon prior written notice. The Trustee may assume (and shall be fully protected in assuming) that an appointment of an Investment Manager by the Employer remains in effect until advised to the contrary by the Employer in writing. The Employer shall advise the Trustee in writing as to the portion of the Fund to be subject to the direction of each Investment Manager appointed by the Employer.

4.04 Direction by Investment Manager. The Trustee shall invest and reinvest any part of the Fund that is subject to the direction of an Investment Manager only to the extent and in the manner directed by the Investment Manager in writing. The Trustee need not determine or inquire into whether investment instructions received from an Investment Manager represent proper and lawful investment decisions or result in prohibited trans-actions. The Trustee shall have no duty to review any investment to be acquired, held, or disposed of pursuant to such directions or to make recommendations with respect to the investment of any part of the Fund under the direction of an Investment Manager. The Trustee shall be fully protected in complying without question with the direction of, or failing to act in the absence of any direction from, an Investment Manager. If the Trustee does not receive written instructions from an Investment Manager with respect to any part of the Fund subject to the Investment Manager's direction (including, without limitation, income, sale proceeds and contributions), the Trustee shall hold such amounts in interest bearing accounts. If an Investment Manager resigns, is removed, or fails to qualify as such under Article Two of this Directed Trust Agreement, the Trustee shall not dispose of any of the assets in that part of the Fund that was previously subject to the direction of such Investment Manager, and any amounts added to that part of the Fund shall be placed in interest bearing accounts until the Trustee is advised in writing by the Employer that the Employer has appointed a new Investment Manager to direct that part of the Fund or that the Trustee has been designated to have investment responsibility for such part. An Investment Manager may at any time and from time to time issue orders for the purchase or sale of securities directly to a broker. In such case, the Trustee, upon written request from the Investment Manager, shall execute and deliver appropriate trading authorizations. Written notification of the issuance of each such order shall be given promptly to the Trustee by the Investment Manager, and the execution of each such order shall be confirmed in writing to the Trustee by the broker. Such notification shall

be authority for the Trustee to pay for securities purchased against receipt thereof and to deliver securities sold against payment therefore, as the case may be.

5. VALUATION OF FUND AND ACCOUNTING

5.01 Valuation. The Trustee shall value the Fund at fair market value as of the close of business on the last business day of each Plan Year, and/or on such other dates on which a special valuation is made. In making such valuation, the Trustee shall deduct all charges, expenses and other liabilities, if any, contingent or otherwise, then chargeable against the Fund, in order to give effect to income realized and expenses paid or incurred, losses sustained and unrealized gains or losses constituting appreciation or depreciation in the value of Trust investments since the last previous valuation. As soon as practicable after such valuation, the Trustee shall deliver in writing to the Employer a certified valuation of the Fund together with a statement of the amount of net income or loss (including appreciation or depreciation in the value of Trust investments) since the last previous valuation.

5.02 Accounting. On or before the expiration of three (3) months after the close of each Plan Year, the Trustee shall render a written accounting of its administration of the Fund during such Plan Year. Such accounting shall be transmitted to the Employer. The Employer may approve such accounting by written notice of approval delivered to the Trustee or by failure to express objection to such accounting in writing delivered to the Trustee within two months from the date upon which the accounting is delivered to the Employer. Upon approval of such accounting, the Trustee shall be released and discharged as to all items and matters included in such account, as if it had been settled by the decree of a court of competent jurisdiction.

6. PROTECTION OF THE TRUSTEE

6.01 Indemnity by the Employer. To the maximum extent permitted by ERISA and other applicable law, the Trustee shall not be liable for acting in accordance with, or not acting in absence of, any written direction of the Employer, its designee or an Investment Manager, including without limitation, any claim or liability that may be asserted against the Trustee on account of failure to receive securities purchased, or failure to deliver securities sold pursuant to orders issued by an Investment Manager, and the Employer shall indemnify the Trustee against and agrees to hold the Trustee harmless from all such liabilities and claims (including attorney's fees and expenses in defending against such liabilities and claims). The foregoing indemnification also shall apply to liabilities and claims against the Trustee arising from any breach of fiduciary responsibility by a fiduciary other than the Trustee, unless the Trustee (a) participates knowingly in or knowingly undertakes to conceal such breach, (b) has enabled such fiduciary to commit such breach by the Trustee's failure to exercise its fiduciary duties under ERISA, or (c) has actual knowledge of such breach and fails to take reasonable action to remedy such breach.

6.02 Purchase of Insurance Policies. Notwithstanding any other provisions of this Agreement or the Plan, the Trustee, with the consent of the Employer, may acquire, retain, dispose of, and pay premiums on, one or more insurance contracts for the benefit of the Trust or the Trustee and/or other fiduciaries, within the meaning of Section 3(21) of ERISA, covering liability or losses occurring by reason of the acts or omissions of such Trustee and/or fiduciaries; provided that if the premiums thereon are paid from the Fund, such contract shall permit recourse by the insurer against such Trustee and/or fiduciaries in the case of a breach of their fiduciary duty.

6.03 Bond Not Required. Except as required under Section 412 of ERISA, the Trustee shall not be required to post bond in connection with its duties and responsibilities under this Directed Trust Agreement. The cost of any bond required by applicable law shall be paid as an expense of the Fund, unless paid by the Employer.

7. COMPENSATION OF THE TRUSTEE

Subject to the limitations set forth in Section 4.01(j), the Trustee shall receive such compensation, if any, as described below. Unless paid by the Employer, such compensation, and such other expenses as are incurred in the administration of the Fund shall be paid from the Fund. Trustee's fee, per the Fee Disclosure, will be charged on the Plan's assets. This fee will be calculated based on the value of the Plan's assets as of the last Monday or Wednesday of each month during the year (the "Processing Date"). In the event the Trustee is not open for business on the Processing Date, for example, it is a holiday, the value of the Plan's assets will be determined as of the preceding Monday or Wednesday. The entire monthly fee will be charged for any portion of the month during which the Plan's assets are held by the Trustee.

The Trustee and/or its affiliate shall be entitled to receive and retain all revenue sharing as additional compensation. For additional information regarding revenue sharing and other costs associated with administering mutual funds, the Employer should refer to the BPAS Administrative Services Agreement, the fund prospectus and related information. The mutual fund families can be accessed through the Internet at <http://www.bpas.com>.

The Trustee is authorized to place the Plan's assets into an account of the Trustee, or its affiliate, in accordance with Attachment A – Custodial Services and Fees of the BPAS Administrative Services Agreement, which generally yields a money market mutual interest rate, and retain earnings on the plan's assets, in addition to any other compensation it may receive.

8. APPOINTMENT, RESIGNATION OR REMOVAL OF TRUSTEE

8.01 Term. The term of this Directed Trust Agreement shall be indefinite; provided, however, that the Trustee may resign from trusteeship at any time by giving at least thirty (30) days' prior written notice of such resignation to the Employer, and the Employer may remove the Trustee at any time and for any reason upon giving at least thirty (30) days' prior written notice to the Trustee.

8.02 Appointment of Successor or Additional Trustees. The Employer may appoint a successor trustee to fill a vacancy occurring as a result of the resignation or removal of the Trustee, and shall be required to appoint a successor trustee at any time when there are no trustees serving hereunder. The Employer may appoint one or more additional trustees to serve at any time. The successor or additional trustee shall be designated by an instrument in writing. The successor or additional trustee shall have the rights, powers, privileges, liabilities and duties of the Trustee as set forth in this Agreement; provided, however, that any such successor or additional trustee shall have no liability for the prior acts or omissions of a predecessor trustee, in the case of a successor trustee, or any co-trustees, in the case of an additional trustee. Such successor or additional trustee may be an individual or a corporate fiduciary.

8.03 Settlement of Trustee's Account. The Employer may require an accounting upon the resignation or removal of a trustee. No Participant, Beneficiary, or legal representative thereof, shall be a party to a settlement of a trustee's account upon the resignation or removal of a trustee. The Participants and their Beneficiaries or legal representatives shall be deemed to be represented by the Employer in any settlement.

9. ADDITIONAL EMPLOYERS

Any affiliate of the Employer may, with the approval of the Trustee, adopt this Trust provided such affiliate adopts a retirement plan substantially similar to the Plan. Upon such approval by the Trustee, the Trustee shall execute necessary documents to make such affiliate a party to this Directed Trust Agreement as an employer.

10. AMENDMENT AND TERMINATION OF TRUST

10.01 Permanency of Plan and Trust. The Employer contemplates that the Plan shall be permanent and that this Trust shall be a permanent part of such Plan. Nevertheless, in recognition of the fact that future conditions and circumstances cannot be entirely foreseen, the Employer reserves the right to terminate (as to it) the Trust by sending written notice of such termination to the Trustee.

10.02 Liquidation of Trust. Upon a termination of the Trust, the Trustee, with reasonable promptness, shall liquidate the assets of the Fund. After deducting estimated expenses for such liquidation and distribution thereof, the Trustee shall disburse the proceeds thereof to or for the benefit of such terminating Employer's Participants and their Beneficiaries as directed by the Employer or the Plan Administrator. Except as provided in the Plan, in no event shall any part of the principal or income of the Fund be paid to or for the benefit of the terminating Employer. Unless sooner terminated, this Trust shall terminate when there are no funds remaining in the hands of the Trustee.

10.03 Amendment. This Directed Trust Agreement may be amended by the Employer at any time or from time to time and the provisions of any such amendment may be made applicable to the Fund as constituted at the time of the amendment as well as to the part of the Fund subsequently acquired; provided, however, that any such amendment shall not alter the duties, liabilities or compensation of the Trustee without its written consent, and shall not cause any part of the principal or income of the Trust to revert to the Employer (except as provided by the Plan). Any amendment to this Directed Trust Agreement shall be effected by a written instrument delivered to the Trustee.

The Trustee reserves the right to amend the provisions of this Directed Trust Agreement, including but not limited to, the fees described in this Directed Trust Agreement. The Trustee will provide the Employer with adequate notice and sufficient information, including a written copy of the amendment or summary of its provisions, to enable the Employer to decide whether to accept or reject any changes that would be fiduciary decisions. The Employer's failure to object within a reasonable period, as specified by the Trustee, to any changes proposed by the Trustee shall be treated as the Employer's consent to those changes.

11. EXCLUSIVE BENEFIT OF FUND

11.01 Limitation Upon Reversions. Except as otherwise provided below, the assets of the Fund shall never inure to the benefit of the Employer and shall be held for the exclusive purposes of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan.

11.02 Finality of Contribution. All amounts which are contributed by the Employer or the Participants to the Trustee shall be irrevocable contributions to the Trust unless a contribution is made to the Plan by the Employer by a mistake of fact, in which case the amount erroneously contributed by the Employer may be returned to the Employer at the Employer's request within one year after the payment of the contribution. If a contribution is conditioned upon deductibility under Code Section 404, then, to the extent the deduction is disallowed, the

Employer may request that the disallowed amount be returned to it. The request must be made within one year after the disallowance of the deduction.

Any amounts returned to the Employer pursuant to this Section shall be decreased by any losses (but not increased by any gains) incurred by the Fund during the period such amounts were held by the Trustee. The amount of losses allocated shall be in the same proportion as the amounts returned to the Employer bear to the total amount in the Fund as of the date such amounts were contributed. If the return of such amounts would result in a reduction of any Participant's benefit to an amount less than what the benefit would have been had such amounts not been contributed, then the amount to be returned to the Employer shall be reduced so as to preclude a reduction in such Participant's benefit.

For the purposes of this Section, the word "contribution" has the same meaning as it does in ERISA Section 403(c).

11.03 Failure of Qualification of Plan and Trust. The establishment of the Plan and Trust by the Employer may be contingent upon initially obtaining the approval of the Internal Revenue Service. In the event that the Internal Revenue Service fails to approve the Plan and Trust, the Trustee shall, if directed by the Employer, proceed to liquidate the Trust by paying all expenses and returning all remaining assets to the Employer to which they are attributable, as promptly as practicable, but in no event later than one year after the date of final denial of qualification of the Plan, including the final resolution of any appeals before the Internal Revenue Service or the courts. The Trust shall thereupon terminate.

12. INTERPRETATION

Notwithstanding any other provisions in the Plan and this Directed Trust Agreement to the contrary, and to the full extent permitted by ERISA and the Code, the Plan Administrator shall have the authority to: (a) determine whether any individual is eligible for any benefits under the Plan; (b) determine the amount of benefits, if any, an individual is entitled to under the Plan; (c) interpret all of the provisions of the Plan; and (d) interpret all of the terms used in the Plan. The Plan Administrator's exercise of this discretionary authority to construe the terms of the Plan shall be binding upon all interested parties, including, but not limited to, the Participant, the Participant's estate, any beneficiary of the Participant and the Employer. The Plan Administrator's (or designee's) interpretation and determination shall: (i) be binding upon any individual claiming benefits under this Trust; (ii) be given deference in all courts of law, to the greatest extent allowed by applicable law; and (iii) not be overturned or set aside by any court of law unless found to be arbitrary and capricious, or made in bad faith.

If the Plan Administrator's exercise of this discretionary authority must be exercised with respect to an individual who is a Plan Administrator, that authority shall be exercised solely and exclusively by other Plan Administrators. If there are no other Plan Administrators, the discretionary authority shall be exercised by the Board of Directors of the Employer (not including the affected individual if also a member of the Board of Directors).

This Agreement is established as of **[BPAS service effective date]**.

Hand Benefits & Trust Company (HB&T)

	President	
Signature	Title	Date

«cli_name»

“Electronic Signature Attached”

	Title	Date
Signature		

SAMPLE