

**HB&TC_o COLLECTIVE INVESTMENT TRUST
FOR METLIFE GROUP ANNUITY CONTRACT NO. 29551**

AMENDMENT OF TRUST

WHEREAS, Hand Benefits & Trust Company, a corporation with trust powers duly organized and existing under the laws of the State of Texas (the "Trustee") originally established the HB&TC_o Collective Investment Trust for MetLife Group Annuity Contract No. 29551 by Declaration of Trust (the "Trust") effective April 1, 2009, said Trust having remained in full force and effect since the effective date thereof; and

WHEREAS, by resolution dated May 10, 2012, the Board of Directors of Hand Benefits & Trust Company ("Corporation") determined that it was advisable and in the best interest of the Trust to amend the governing document as set forth below;

THEREFORE, the HB&TC_o Collective Investment Trust for MetLife Group Annuity Contract No. 29551 is hereby amended effective May 10, 2012 as follows:

1. The second paragraph to the preamble of the Agreement is hereby amended and restated in its entirety to read as follows:

"The purpose of the Trust created hereunder is to establish a vehicle to allow participating plan sponsors ("Participating Plan Sponsors") to invest eligible defined contribution retirement plan ("Plan") assets in the Stable Value Funds listed on Exhibit A of this agreement ("Fund"). The Fund's sole investment is in MetLife Group Annuity Contract No. 29551. Each plan sponsor ("Plan Sponsor") may cause its respective Plan to join and adopt the Trust and become a participating plan ("Participating Plan"), by executing a Participation Agreement ("Participation Agreement"), which is incorporated into and becomes a part of this Trust by reference."

2. Exhibit A of this Agreement is hereby added in its entirety to read as follows:

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**"EXHIBIT A
Listing of Stable Value Funds**

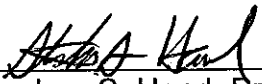
HB&T MetLife Stable Value Fund #29551

Tactical Core Stable Value Fund

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In Witness Whereof, this amended has been duly executed as of the date first written above.

Hand Benefits & Trust Company

By: 
Stephen S. Hand, President

Attested by:

 , VP

**HB&TCo COLLECTIVE INVESTMENT TRUST
FOR METLIFE GROUP ANNUITY CONTRACT NO. 29551**

Hand Benefits & Trust Company, having its principal place of business at 5700 Northwest Central Drive, 4th Floor, Houston, Texas 77092 hereby establishes a trust, known as the HB&TCo Collective Investment Trust for MetLife Group Annuity Contract No. 29551 ("Trust") on this 1st day of April, 2009, for the purpose stated below.

The purpose of the Trust created hereunder is to establish a vehicle to allow participating plan sponsors ("Participating Plan Sponsors") to invest eligible defined contribution retirement plan ("Plan") assets in the MetLife Group Annuity Contract No. 29551 ("Contract") issued by Metropolitan Life Insurance Company ("MetLife") to the Trustee (in such capacity, the "Contractholder") under this Collective Investment Trust Agreement on behalf of each Plan's stable value option, under the terms of such Contract. Each plan sponsor ("Plan Sponsor") may cause its respective Plan to join and adopt the Trust and become a participating plan ("Participating Plan"), by executing a Participation Agreement ("Participation Agreement"), which is incorporated into and becomes a part of this Trust by reference.

ARTICLE 1

INTRODUCTION

1.1 The Trust. This Trust shall be referred to as the HB&TCo Collective Investment Trust for MetLife Group Annuity Contract No. 29551. Unless the context indicates otherwise, the terms "Trust," "Trust Fund," "Agreement" "herein," "hereunder" and similar terms mean this Agreement and the Trust hereby evidenced. The term "trust" shall mean the trust created and maintained under a Participating Plan which invests in this Trust in accordance with the requirements set forth herein. This Trust is intended to constitute an exempt trust under Section 501(a) of the Internal Revenue Code of 1986 as amended, and a "group trust" pursuant to the requirements of Revenue Ruling 81-100 and any other applicable Internal Revenue Service rules and regulations.

1.2 Fiduciary Responsibilities. All fiduciaries with respect to the Trust shall discharge their duties with respect to the Trust solely in the interests of participants and beneficiaries of the Participating Plans and for the exclusive purpose of providing benefits under the Participating Plans and defraying reasonable expenses of administration of the Participating Plans and this Trust, with 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 like character and with like aims.

1.3 Diversification and Prudence of Investments. In determining whether the diversification and prudence requirements in Sections 404(a)(1)(B) and (C), respectively, of ERISA have been met with respect to an investment in the Trust, each Participating Plan Sponsor and trustee under such trust shall be solely responsible for determining that the requirement of proper diversification of the total plan assets of such Participating Plan Sponsor's Participating

Plan has been met, and neither the Trustee nor any other fiduciary or party shall have any such responsibility therefor or for diversifying such plan assets. The Trustee's sole investment responsibility and the sole Trust investment will be the investment of Participating Plan assets in the MetLife Contract.

ARTICLE 2

PARTICIPATION IN COLLECTIVE INVESTMENT TRUST

2.1 Participating Plan Sponsors. Only Plan Sponsors who maintain defined contribution plans that are qualified under Sections 401(a) and 501(a) of the Code (other than plans covering only self-employed persons) ("plans") and which provide for the complete investment direction by their participants (and beneficiaries) among various investment fund alternatives, including a stable value fund, will be eligible to invest in the Trust.

2.2. Participating Plans. Only plans that are described in Section 2.1 and which satisfy the following conditions will be able to participate in the Trust by completing the appropriate Participation Agreement:

- (a) Such plan executes a MetLife Disclosure Form.
- (b) Such plan offers a stable value fund.
- (c) Such plan will not, during the period it participates in this Trust, offer a money market or another stable value fund that will compete with the stable value option which participates in the Contract 29551, without the written consent of the Trustee.
- (d) Such plan specifically directs the investment of all such contributions and amounts to be invested in such stable value investment option to the Contract 29551 .

In the event a plan fails to satisfy the conditions for constituting a Participating Plan hereunder, after being informed by the Plan Administrator (as defined below) and given 60 days to correct such failure, the Trustee will terminate such Participating Plan's participation in the Trust and distribute such Plan's interest in the Trust to the trustee of such plan.

2.3. Termination of Participation. A Participating Plan Sponsor may terminate a Participating Plan's participation in the Trust by giving the Plan Administrator and the Trustee 60 days advance written notice thereof. The Trustee will then notify MetLife of the termination request. MetLife will advise the Trustee of the liquidation amount to be distributed. At such time, the Trustee shall distribute the Participating Plan's portion of the Trust Fund (as defined below) in accordance with the value of the Participating Plan's interest in the Collective Trust. The amount distributed may be less than the "book value" of the terminating Participating Plan's interest in the Trust should the Participating Plan's proportionate share of the market value of the underlying assets held under the Contract's separate accounts be less as determined by MetLife.

Such amount shall be further adjusted for authorized expenses associated with the Participating Plan's termination of participation.

ARTICLE 3

MANAGEMENT OF THE TRUST FUND

3.1 The Trust Fund. Unless the context indicates otherwise, the term "Trust Fund" as of any date means all property then held under this agreement by the Trustee or any custodian. As of the date of this Agreement the sole asset of the Trust is a group annuity contract issued by MetLife.

3.2 Plan Administrator. The "Plan Administrator" with respect to the Trust is the Participating Plan Sponsor or such other individual, individuals, or entities designated by the Participating Plan Sponsor to carry out the powers, rights, duties and responsibilities specifically granted to or imposed on the Plan Administrator under Article 5 of this Trust.

3.3 Trustee's Powers and Duties. The Trustee shall have exclusive authority and discretion to manage and control the Trust Fund. The Trustee shall have the following powers, rights and duties in addition to those provided elsewhere in this agreement or by law:

(a) To invest the Trust Fund by making deposits from time to time with an insurance company or companies under one or more group annuity contracts or policies and to exercise any and all rights, privileges, options and elections thereunder. The Trustee shall, as Contractholder, have no duty to inquire into the terms and provisions of any such group annuity policy or contract acquired by or delivered to it, nor to see that the terms and the provisions of such contract(s) have been complied with.

(b) To invest and reinvest the Trust Fund in any deposit accounts or funds maintained by a legal reserve life insurance company in accordance with an agreement between the Trustee and such insurance company, in a group annuity contract(s) issued by such insurance company to the Trustee as Contractholder, or in any interest bearing deposits held by any bank or similar financial institution. The Trustee may hold a reasonable portion of the Trust Fund in cash to provide for the payment of current expenses and obligations under this Trust, as permitted by law.

(c) To retain in cash such amounts as the Trustee considers advisable and as are permitted by applicable law and to deposit any cash so retained in any depository (including the Trustee) which the Trustee may select which deposits shall bear a reasonable rate of interest.

(d) To manage, sell, insure, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, lease, for any term even though commencing in the future or extending beyond the term of the Trust, and

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and the role of the auditor in ensuring the integrity of the financial statements. It emphasizes the need for transparency and accountability in the reporting process.

2. The second part of the document outlines the specific procedures and standards that must be followed during the audit process. This includes the selection of samples, the use of statistical methods, and the documentation of findings. It also addresses the potential for bias and the need for objectivity.

3. The third part of the document focuses on the communication of audit results to the relevant stakeholders. It discusses the format and content of the audit report, the role of the auditor in providing explanations and clarifications, and the importance of maintaining a professional and ethical stance throughout the process.

4. The fourth part of the document provides a detailed analysis of the audit findings, including a breakdown of the errors and discrepancies identified. It also discusses the underlying causes of these issues and the steps that should be taken to prevent them from recurring.

5. The fifth part of the document concludes with a summary of the key points and a final statement on the overall quality and reliability of the financial statements. It also includes a list of references and a glossary of terms used throughout the document.

otherwise deal with all personal property held by the Trustee on such terms and conditions as the Trustee shall decide.

(e) To exercise subscription, conversion and other rights and options (and make payments from the Trust Fund in connection therewith), to take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing and any other plan or change affecting any property constituting a part of the Trust Fund, to hold or register any property from time to time in the Trustee's name or in the name of a nominee or to hold it unregistered or in such form that title shall pass by delivery; provided that except as authorized by regulations issued by the Secretary of Labor, the indicia of ownership of the assets of the Trust Fund shall not be maintained outside the jurisdiction of the district courts of the United States.

(f) When directed by the Plan Administrator (i) to make payments of benefits under a Participating Plan to such trustee(s), persons or accounts, in such manner, at such times and in such amounts as the Plan Administrator may in writing from time to time direct. The Trustee shall be fully protected in making payments out of the Trust Fund in accordance with such written directions; (ii) to receive and hold for any Participating Plan and any funds or property transferred in accordance with the provisions of the Participating Plan to the Trustee from any trust or other funding entity which forms a part of another pension, profit sharing, savings or other retirement plan which meets the requirements of a "qualified plan" under Section 401(a) of the Code. Written direction includes trade information received through NSCC from the Plan Administrator.

(g) To waive, modify, reduce, compromise, release, contest, arbitrate, settle or extend the time of payment of any claim or demand of any nature in favor of or against the Trustee or all or any part of the Trust Fund, to retain any disputed property without liability for interest until an appropriate final adjudication or release is obtained, and to maintain in the Trustee's discretion any litigation the Trustee considers necessary in connection with the Trust Fund, and each Participating Plan Sponsor shall indemnify the Trustee against all expenses and liabilities sustained or anticipated by it by reason thereof (including reasonable attorneys' fees).

(h) To withhold, if the Trustee considers it advisable, all or any part of any payment required to be made hereunder as may be necessary and proper to protect the Trustee or the Trust Fund against any liability or claim on account of any estate, inheritance, income or other tax or assessment attributable to any Participating Plan and to discharge any such liability with any part or all of such payment so withheld, in accordance with applicable regulations.

(i) To maintain records reflecting all receipts and payments under this Agreement, which records may be audited from time to time by the Plan Administrator or anyone named by the Plan Administrator.

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(j) To report to the Participating Plan as of each valuation date (as described in Section 4.1) the then net worth of each Participating Plan's interest in such Trust (that is, the fair market value of all assets) on the basis of such data and information as the Trustee considers reliable.

(k) To furnish periodic accounts to each Participating Plan for such periods as the Plan Administrator may specify showing all investments, receipts, disbursements and other transactions involving the Trust during the accounting period, reflecting the amount of the Trust Fund which is held for each Participating Plan (which account shall be conclusive on all persons to the extent permitted by law, except as to any act or transaction as to which a Participating Plan files with the Trustee written exceptions or objections within three (3) months after receipt of the account).

(l) To employ accountants, advisors, agents, counsel, consultants, custodians, depositories, experts and other persons, to delegate discretionary powers to such persons and to reasonably rely upon information and advice furnished by such persons; provided that each such delegation and the acceptance thereof by each such person shall be in writing; and provided further that the Trustee may not delegate its responsibilities as to the management or control of the assets of the Trust Fund.

(m) To perform all other acts which in the Trustee's judgment are appropriate for the proper management, investment and distribution of the Trust Fund.

ARTICLE 4

TRUST ACCOUNTING

4.1 Valuation of the Trust Fund. MetLife will provide on a quarterly basis the daily unit value of the Contract within the Trust Fund. The Trustee will be responsible for calculating daily unit values of any share classes offered within the Trust Fund, and communicating such values to the Plan Administrator prior to 6:00pm CST on each business day. This communication can be made through NSCC or through direct email to the Plan Administrator.

4.2 The Trust Fund will be valued in accordance with the provisions stated in MetLife Group Annuity Contract No. 29551. Each share class will be valued daily based on that day's Contract unit value less any service fee payments offered within the share class.

4.3 The Trustee will provide for all Participating Plan trading, confirmation of trading, and settlement of the Trust Fund through NSCC. Participation Agreement, Disclosure, and Participating Plan account maintenance will also be provided by Trustee.

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4.4 The Trustee will provide for all payments to service providers on a quarterly basis. The service fee payment is stated in the Disclosure of Contract No. 29551 for the applicable share class. The calculation of which will be based on the average net daily balance of the fund during the calculation period. These amounts will be requested of MetLife quarterly just prior to payments being processed.

4.5 The Trustee will provide for an independent, annual audit of the Trust Fund. A report will be available upon request to the Participating Plans.

4.6 Annual Trust Valuations. An annual "valuation date" shall be the date of the initial deposit of a Participating Plan hereunder, each December 31 thereafter and any other date designated as such by the Trustee or under a Contract. The fair market value and guaranteed value under a MetLife Contract and the separate accounts thereunder shall be determined solely in accordance with the terms of such Contract. An annual valuation of Contract 29551 will be provided by MetLife as provided for in the Contract. The Trustee will be responsible for providing plan level fair market value reports to the Participating Plan upon request.

4.7 Accounting Basis. The portion of a MetLife Contract which is attributable to each Participating Plan shall be reflected in one or more accounts for such Participating Plan. The interest of each Participating Plan shall be established and maintained to reflect the proportionate amount of such Contract which is held for each Participating Plan. The Trustee may express account balances as a stated dollar value or amount or, the Trustee may establish another accounting method, including but not limited to a "unit" value method providing that each Participating Plan investment in the Trust Fund will be represented by a number of full or fractional units. All deposits to such Contract may be made only at the direction of the Plan Administrator and all withdrawals, transfers and distributions from such Contract may be made only at the direction of the Plan Administrator. Notwithstanding the foregoing, if it is determined that a Participating Plan has ceased to be a qualified employer plan under Article 2 for any reason, all investments of a Participating Plan shall be withdrawn and distributed to the Participating Plan as soon as practicable thereafter. If the date of such distribution is not otherwise a valuation date, such date shall be a special valuation date hereunder.

4.8 Time Accounting. Within ninety days (90) following the close of the annual period, the Trustee shall file with each Participating Plan a written account setting forth a description of all transactions effected under a MetLife Contract during such period, and showing fair market value and guaranteed value of such Contract.

4.9 Approval of Accounting. A Participating Plan will be deemed to have approved such Accounting by failure to express objection to such accounting in writing delivered to the Trustee within six (6) months from the date upon which the accounting is delivered to the Participating Plan. Upon the passage of the period of time within which objection may be filed without written objections having been delivered to the Trustee, such accounting shall be deemed to be approved, and the Trustee shall be released and discharged as to all items, matters and things set forth in such account, as fully as if such accounting had been settled and followed and allowed by decree of a court of competent jurisdiction in an action or proceeding in which the Trustee, the Participating Plan and all persons having or claiming to have interest in the Trust

Fund or under the Participating Plan were parties. If the Trustee and Participating Plan cannot agree with respect to any act or transaction reported in any statement, the Trustee and the Participating Plan shall have the right to have its accounts settled by judicial proceedings, in which event only the Trustee and the Participating Plan shall be necessary parties.

ARTICLE 5

PLAN ADMINISTRATOR

5.1 Plan Administrator. In the event the Participating Plan Sponsor for a Participating Plan has appointed a third party as Plan Administrator, the Plan Administrator shall assume responsibility for the administration and recordkeeping functions required to be performed under the Trust with respect to the Contract, including the following:

(a) The Plan Administrator shall provide for contributions and other receipts being properly credited to the Trust in accordance with each such Participating Plan Sponsor's instructions.

(b) The Plan Administrator shall arrange for distributions and withdrawals to be made to such Participating Plans for participants and beneficiaries from the Trust in accordance with the instructions of the Participating Plan Sponsor.

(c) The Plan Administrator shall maintain the "book value" records of all contributions, investments, distributions and other transactions and provide periodic statements to such Participating Plan Sponsor and Plan participants in accordance with all applicable laws and regulations.

(d) The Plan Administrator shall receive income tax withholding instructions and properly direct the withholding of any taxes due and the remittance of such proceeds to the appropriate governmental authorities. The Plan Administrator shall also be responsible for satisfying all reporting requirements to be made to such Participating Plans and participants and beneficiaries.

(e) All funds received by Plan Administrator to invest in the Trust Fund, will be forwarded directly by the Plan Administrator to the Trustee for deposit to the Trust or Contract as so directed by the Trustee.

(f) The Plan Administrator shall provide the appropriate parties with periodic accounts, position summaries, units, cost and market values, if relevant, for all funding vehicles provided under this Trust. The Plan Administrator shall maintain the records of the Trust to reflect the correct book value for each such Participating Plan Sponsor.

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ARTICLE 6

GENERAL PROVISIONS

6.1 Qualification of the Plan and Trust. The Trust intended to qualify under Section 401 of the Code and the Trust is intended to qualify for tax exemption under Section 501(a) of said Code (or under any comparable provisions of any future legislation that amends or supersedes said provisions of the Code). Unless and until advised to the contrary the Trustee and persons dealing with the Trustee shall be entitled to assume that the Plan and the Trust are so qualified and tax exempt.

6.2 Restrictions on Reversion. No Participating Plan Sponsor shall have any right, title or interest in the assets of the Trust Fund, nor will any part of the assets of the Trust Fund revert or be repaid to a Participating Plan Sponsor.

6.3 Non-alienation of Plan Benefits. The rights or interests of any Participating Plan participant or beneficiaries to any benefits or future payments hereunder shall not be subject to attachment or garnishment or other legal process by any creditor of any such participant or beneficiary, nor shall any such participant or beneficiary have any right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or rights which he or she may expect to receive (contingently or otherwise) under the Participating Plan or this Trust, except to the extent Qualified Domestic Relations Orders are provided for in the Plan and such amounts must be alienated pursuant to a court order or settlement in connection with such Orders, or except as may be required by the tax withholding provisions of the Code or of a state's income tax act.

6.4 Litigation. In any action or proceeding regarding this Trust, any Participating Plan or the Plan Administrator of a Participating Plan, employees or former employees, their beneficiaries and any other persons having or claiming to have an interest in this Trust or the Participating Plan shall not be necessary parties and shall not be entitled to any notice of process. Any final judgment which is not appealed or appealable and which may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have any interest in this Trust or the Participating Plan. To the extent permitted by law, if a legal action is begun against the Plan Administrator, a Participating Plan Sponsor, or the Trustee by or on behalf of any person, and such action results adversely to such person, or if a legal action arises because of conflicting claims to a Plan participant's or other person's benefits, the costs to the Plan Administrator or the Trustee of defending the action will be charged to the sums, if any, which were involved in the action or were payable to the Plan participant or other person concerned.

6.5 Trustee's Action Conclusive. Except as otherwise provided by law, the Trustee's exercise, or non-exercise, of its powers and discretions in good faith shall be conclusive on all persons. No one shall be obliged to see to the application of any money paid or property delivered to the Trustee, except to the extent such person is acting as an investment manager with respect to such money or property. The certificate of the Trustee that it is acting according to this agreement will fully protect all persons dealing with the Trustee. If there is a

disagreement between the Trustee and anyone as to any act or transaction reported in any accounting, the Trustee shall have the right to a settlement of its account by any proper court.

6.6 Contributions and Payments. The Trustee shall be accountable to a Participating Plan for all contributions received from the Participating Plan Sponsor attributable to a participating employee, but the Trustee shall have no duty to see that the contributions comply with the provisions of the Plan, nor shall the Trustee be obliged or have any right to enforce or collect any contribution from a Participating Plan or participating employees or otherwise see that the funds are deposited according to the provisions of a Participating Plan. The Trustee shall not be responsible for establishing a funding policy for a Participating Plan. The Plan Administrator will direct the Trustee in writing as respects to the distribution of benefits payable under a Participating Plan.

6.7 Liabilities Mutually Exclusive. To the extent permitted by law, the Trustee, the Plan Administrator, a Participating Plan Sponsor, and any other person or fiduciary shall be responsible only for its or their own acts or omissions.

6.8 Indemnification. To the extent permitted by law, no person (including the Trustee) shall be personally liable for any act done or omitted to be done in good faith in the administration of this Trust or the investment of the Trust Fund. To the extent permitted by law the Trustee and its agents shall be indemnified and saved harmless by each Participating Plan Sponsor with respect to claims of liability to which the Trustee and its agents is subjected by reason of its investment of the Trust Fund or compliance with any directions given in accordance with the provisions of a Participating Plan or this Trust by the Plan Administrator, a Participating Plan Sponsor, trustee, or any person duly authorized by the Plan Administrator or Participating Plan Sponsor.

6.9 Compensation and Expenses. All reasonable compensation, costs, charges and expenses incurred in the Administration of the Trust, as agreed upon between the Trustee, custodian, or insurance company, or between the Trustee and any agent, expert, counsel or other person, will, to the extent not paid by a Participating Plan Sponsor or under a Contract, be paid from the Trust Fund; provided that any expenses incurred in connection with the sale, investment and reinvestment of the Trust Fund (such as brokerage, postage, express and insurance charges and transfer taxes) shall be paid from the Trust Fund. The Trustee shall be fully protected in making payments of administrative expenses.

6.10 Action by Participating Plan Sponsors. Any action required or permitted of a Participating Plan Sponsor under this Trust shall be by resolution of its Board of Directors, or governing entity, or by action of any other officer, employee or agent to whom such Board of Directors, or governing entity, has delegated such authority to act on behalf of the Plan.

6.11 Warranty. Each Participating Plan Sponsor warrants that all directions or authorizations by the Plan Administrator, whether for the payment of money or otherwise, will comply with the Participating Plan and this Trust.

6.12 Evidence. Evidence required of anyone under this agreement shall be signed, made or presented by the proper party or parties and may be by certificate, affidavit, document or other information which the person acting on it considers pertinent and reliable.

6.13 Waiver of Notice. Any notice required under this agreement may be waived by the person entitled to such notice.

6.14 Successors. This Trust will be binding on all persons entitled to benefits hereunder and their respective heirs and legal representatives, and on the Trustee and its successors. If a successor to a Participating Plan Sponsor or a purchaser of all or substantially all of the Participating Plan Sponsor's assets agrees to continue a plan with the Participating Plan Sponsor's consent, the terms "Participating Plan Sponsor" as used in the Plan and this Agreement shall include such successor or purchaser.

6.15 Severability. If any provision of this agreement is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this agreement, and they shall be construed and enforced as if such illegal or invalid provisions had never been inserted therein.

6.16 Statutory References. Any references in the Plan or this agreement to a Section of the Internal Revenue Code of 1986, as amended, or of the Employee Retirement Income Security Act of 1974 (ERISA) shall include any comparable section or sections of any future legislation which amends, supplements or supersedes said Section.

6.17 Applicable Law. The Trust shall be construed in accordance with the provisions of ERISA and other applicable federal law and, to the extent not inconsistent with such laws, with the laws of the State of Texas.

6.18 Tax Reporting/Withholding. The Trustee shall prepare tax returns or other filings with respect to the Trust Fund only if such returns or filings must be filed by the Trustee rather than by the Participating Plan Sponsor or trustee under such Participating Plan.

ARTICLE 7

AMENDMENT AND TERMINATION

7.1 Amendment. This Trust may be amended from time to time by the Trustee; provided that under no condition shall an amendment result in the return or the repayment to a Participating Plan Sponsor of any part of the Trust Fund or the income from it other than as provided under the Trust or result in the distribution of the Trust Fund for the benefit of anyone other than persons entitled to benefits under a Participating Plan.

7.2 Termination. If the Trust is terminated by the Trustee, this Trust and all the rights, titles, powers, duties, discretions and immunities imposed on or reserved to the Trustee shall continue in effect with respect to the Trust until all assets of the Participating Plans have been distributed by the Trustee either to the trust implementing the Participating Plans or, if

no such trust implements such Plan, as directed by the Plan Administrator of the Participating Plan under the Plan. Upon termination of this Trust the Trustee shall first reserve such reasonable amounts as it may deem necessary to provide for the payment of any expenses or fees then or thereafter chargeable to the Trust Fund.

ARTICLE 8

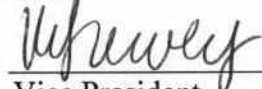
PARTICIPANT DIRECTED ACCOUNTS

Notwithstanding anything to the contrary in this Agreement and in accordance with procedures established and approved by the Trustee, the Trustee is authorized to accept and carry out directions from the Plan Administrator who has received individual participant investment directions directing investments in a Stable Value Fund without obtaining prior confirmation or authorization from the Plan Administrator as to the investment funds in which subsequent contributions and account balances under such Plan, in whole or in part, are to be invested. Any other provisions of this Agreement or a Participating Plan notwithstanding, neither the Trustee, nor any other person who is otherwise a fiduciary with respect to the Participating Plan shall incur any liability to anyone for any loss or expense sustained by any Participant's account because of any direction given by a participant or beneficiary under a Participating Plan.

HAND BENEFITS & TRUST COMPANY

By: 
Its: President

ATTEST:

By: 
Its: Vice President

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