

SPECIMEN

TRUST AGREEMENT

FOR

VEBA PLAN

CAN BE USED FOR NEW VEBA CLIENT SITUATIONS WHERE WE SERVE AS TRUSTEE OR CAN BE USED IN SITUATIONS WHERE SIGNING A NEW AGREEMENT IS MORE BENEFICIAL THAN AMENDING THE CURRENT TRUST AGREEMENT.

BANK OF AMERICA, N.A.

ONE HUNDRED FEDERAL STREET

BOSTON, MASSACHUSETTS 02110

THIS SPECIMEN TRUST IS A LEGAL DOCUMENT AND SHOULD NOT BE EXECUTED WITHOUT THE PRIOR REVIEW AND APPROVAL OF PLAN COUNSEL.

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TRUST AGREEMENT

THIS TRUST AGREEMENT, entered into as of June 2, 2011 by and between EDCO Collaborative, a public not for profit organized and existing under the laws of the State of Massachusetts (the "Company"), and BANK OF AMERICA, N.A., a corporation, (the "Trustee").

WHEREAS, the Company maintains the EDCO Collaborative Welfare Benefit Trust Plan (the "Plan"), the purpose of which is to provide health, dental, and other welfare benefits for those employees of the Company and their eligible dependents covered by the Plan;

WHEREAS, a Plan Administrator has been appointed as the administrator (as defined in section 3(16)(A) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) (the "Plan Administrator") of the Plan to administer the Plan and the claims thereunder;

WHEREAS, the Company adopted the EDCO Collaborative Welfare Benefit Trust (the "Trust"), effective December 30, 1997, the purpose of which is to fund benefits provided eligible employees under the Plan;

WHEREAS, the Company now desires to amend and restate the Trust;

WHEREAS, the Company now desires Bank of America to serve as successor trustee with respect to this amended and restated Trust;

WHEREAS, the Company has previously filed an application, on behalf of the Trust, for exempt status under Internal Revenue Code §501(c)(9);

WHEREAS, pursuant to Regulation §1.505(c)-1T Q&A 12, the Company is not required to re-notify the Internal Revenue Service of the Trust's exempt status;

WHEREAS, the funds which will be contributed to the Trust, as and when received by the Trustee, will constitute a trust fund (the "Trust Fund") to be held for the benefit of the employees and their eligible dependents under and in accordance with the Plan;

WHEREAS, the Company intends that the Trust hereby established, when taken together with the Plan, shall constitute a "voluntary employees' beneficiary association" under Section 501(c)(9) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Company desires the Trustee to hold and administer the Trust Fund, and the Trustee is willing to hold and administer such Trust Fund, pursuant to the terms of this trust agreement (the "Trust Agreement").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the Company and the Trustee agree as follows:

ARTICLE I -- ESTABLISHMENT OF TRUST AND CONTRIBUTIONS

1.1 The Company hereby amends and restates the Trust. The Trustee accepts this Trust and agrees to act as Trustee hereunder, but only on the terms and conditions herein set forth. Subject to the terms of this Trust

1.2 Agreement all right, title and interest in and to the estate of the Trust Fund shall be vested exclusively in the Trustee.

1.3 Receipt of Contributions. The Trustee shall receive any contributions paid to it in cash or in the form of such other property as it may from time to time deem acceptable and which shall have been delivered to it. All contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested and administered by the Trustee pursuant to the terms of this Trust Agreement without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall be responsible only for property received by it pursuant to this Trust Agreement. The Trustee shall not be under any duty to require payment of any contributions to the Trust Fund, or to see that any payment made to it is computed in accordance with the provisions of the Plan, or otherwise be responsible for the adequacy of the Trust Fund to meet and discharge any liabilities under the Plan. The Trustee need not inquire into the source of any money or property transferred to it nor into the authority or right of the transfer or of such money or property to transfer such money or property to the Trustee.

1.4 Compliance with Laws. The Company intends that the Plan, this Trust Agreement and the Trust Fund thereunder meet all the requirements of Section 501(a) of the Code, and ERISA, as applicable.

ARTICLE II -- PAYMENTS FROM TRUST FUND

2.1 Payments Directed by Plan Administrator. The Trustee shall from time to time at the Plan Administrator's direction make payments out of the Trust Fund to the persons or entities to whom such monies are to be paid in such amounts and for such purposes as may be specified in the Plan Administrator's directions. To the extent permitted by law, the Trustee shall be under no liability for any payment made pursuant to the direction of the Plan Administrator. Any direction of the Plan Administrator shall constitute a certification that the distribution or payment so directed is one which the Plan Administrator is authorized to direct.

2.2 Impossibility of Diversion. It shall be impossible at any time for any part of the Trust Fund to be used for, or diverted to, purposes other than to provide the benefits contemplated under the Plan for the exclusive benefit of covered employees and their dependents, except that any taxes and administration expenses for which the Trust is liable may be made from the Trust Fund as provided for herein.

2.3 Administrator's Responsibilities. The Plan Administrator shall be responsible for insuring that any payment directed under this Article conforms to the provisions of the Plan, this Trust Agreement, and the provisions of ERISA. Each direction of the Plan

Administrator shall be in writing and shall be deemed to include a certification that any payment or other distribution directed thereby is one which the Plan Administrator is authorized to direct, and the Trustee may conclusively rely on such certification without further investigation. Payments by the Trustee may be made by its check to the order of the payee. Payments or other distributions hereunder may be mailed to the payee at the address last furnished to the Trustee by the Plan Administrator or if no such address has been so furnished, to the payee in care of the Plan Administrator. The Trustee shall not incur any liability or other damage on account of any payments or other distributions made by it in accordance with the written directions of the Plan Administrator.

ARTICLE III -- INVESTMENTS

3.1 General. The Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested, without distinction between principal and income, in such securities or in such property, real or personal, tangible or intangible, as the Trustee shall deem advisable, including but not limited to insurance policies, stocks, common or preferred, trust and participation certificates, interest in investment companies whether so-called "open-end mutual funds" or "closed-end mutual funds," leaseholds, fee titles, bonds, or notes and mortgages, and other evidences of indebtedness or ownership, irrespective of whether such securities or such property shall be of the character authorized by any state law from time to time for trust investments; provided, however, that investments shall be so diversified as to minimize the risk of large losses unless under the circumstances it is clearly prudent not to do so in the sole judgment of the Trustee.

3.2 Establishment of Investment Policy. The Plan Administrator shall, pursuant to the Plan, establish and carry out a funding policy consistent with the purposes of the Plan and the requirements of applicable law, as may be appropriate from time to time. As part of such funding policy, the Plan Administrator shall from time to time direct the Trustee to exercise its investment discretion so as to provide sufficient cash assets in an amount determined by the Plan Administrator, under the funding policy then in effect, to be necessary to meet the liquidity requirements for the administration of the Plan.

3.3 Trustee's Adherence to Investment Policy. The Trustee's discretion in investing and reinvesting the principal and income of the Trust Fund shall be subject to the funding policy, and any changes thereof from time to time, as the Plan Administrator may, pursuant to the Plan, adopt from time to time and communicate to the Trustee in writing. The Trustee shall have the duty to act strictly in accordance with such funding policy, and any changes therein, as so communicated to the Trustee from time to time in writing.

ARTICLE IV -- POWERS OF TRUSTEE

4.1 Powers. The Trustee, in addition to all powers and authorities under common law, statutory authority, and other provisions of this Trust Agreement, shall have the following powers and authorities, to be exercised in the Trustee's sole discretion:

- (a) To purchase, or subscribe for, any securities or other property and to retain the same in trust;

- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction, and any sale may be made for cash or upon credit, or partly for cash and partly upon credit. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition;
- (c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stock, bonds, securities or other property held as part of the Trust Fund;
- (d) To cause any securities or other property held as part of the Trust Fund to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;
- (e) To borrow or raise money for the purposes of the Trust in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;
- (f) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the trust created hereby, without liability for interest thereon;
- (g) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;
- (h) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (i) To settle, compromise, or submit to arbitration any claims, debts, or damages to or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Fund in all suits and legal and administrative proceedings; provided, however, that the Trustee shall not be required to take any such action unless it shall have been indemnified by the

Company to its reasonable satisfaction against liability or expenses it might incur therefrom;

(j) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, such agents or counsel may or may not be agents or counsel for the Company;

(k) To acquire real estate by purchase, exchange, or as the result of any foreclosure, liquidation, or other salvage as the result of any foreclosure, liquidation, or other salvage of any investment previously made hereunder; to hold such real estate in such manner and upon such terms as the Trustee may deem advisable; and to manage, operate, repair, develop, improve, partition, mortgage, or lease for any term or terms of years any such real estate or any other real estate constituting a part of the Trust Fund, upon such terms and conditions as the Trustee deems proper, using other trust assets for any of such purposes if deemed advisable;

(l) To invest funds of the Trust Fund in night deposits or savings accounts bearing a reasonable rate of interest in a Trustee's bank;

(m) To invest in Treasury Bills and other forms of United States government obligations;

(n) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock held by the Trustee as part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to rules promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediately preceding sentence;

(o) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

(p) To make, execute and deliver, as Trustee, any and all deeds, leases, mortgages, conveyances, contracts, waivers, releases or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers;

(q) If any dispute shall arise as to the persons to whom payments and the delivery of any monies shall be made by the Trustee, or the amounts thereof, to retain such payments and/or postpone such delivery until actual adjudication of such dispute shall have been made in a court of competent jurisdiction, or the parties concerned have agreed to a settlement, or the Trustee has been indemnified against loss to its satisfaction; and

(r) To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to administer the Trust Fund, and to carry out the purposes of this Trust.

4.2 Fees and Expenses. The Trustee may be paid such reasonable compensation as shall from time to time be agreed upon in writing by the Company and the Trustee. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel and accounting fees, incurred by the Trustee in the administration of the Trust Fund. Such compensation and expenses shall be paid from the Trust Fund. All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof shall be paid by the Trustee from the Trust Fund. The Trustee shall have no responsibility or duty to determine the tax effect of any payment or to see to the application of any payment.

The reasonable expenses relating to the Plan and Trust Fund payable to third parties including, without limitation, actuarial, investment management, accounting and legal expenses shall be paid from the Trust Fund unless paid by the Company. Notwithstanding the preceding sentence, any such expenses shall be paid by the Company if the same are not permitted by law to be paid from the Trust Fund.

ARTICLE V -- TRUSTEE'S DUTIES

General. The Trustee shall discharge its duties under this Trust Agreement solely in the interest of the employees covered under the Plan and their dependents and for the exclusive purpose of providing benefits to such persons and defraying reasonable expenses of administering the Trust, with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Trust so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, all in accordance with the provisions of this Trust Agreement insofar as they are consistent with the provisions of ERISA, as this Trust Agreement and ERISA may be from time to time amended; but the duties and obligations of the Trustee as such shall be limited to those expressly imposed upon it by this Trust Agreement notwithstanding any reference herein to the Plan, or the provisions thereof, it being hereby expressly agreed that the Trustee is not a party to the Plan.

5.1 Consultation and Indemnification. The Trustee may consult with counsel and the Trustee shall not be deemed imprudent by reason of its taking or refraining from taking any action in accordance with the opinion of counsel. The Company shall indemnify and save harmless the Trustee and its affiliates and their directors, officers, agents and employees

(collectively, the Indemnified Parties") from and against any and all claims, losses, damages, expenses (including without limitation the reasonable fees and disbursements of counsel) and liability to which any of the Indemnified Parties may be subjected by reason of any act done or omitted to be done except where the same is finally adjudicated to be due to the willful misconduct or gross negligence of any of the Indemnified Parties. This Section shall survive the termination of this Trust Agreement.

5.2 Accounts and Records. The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements, and other transactions hereunder as may be required by Treas. Reg. Section 1.501(c)(9)-5, and all such accounts and other records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Plan Administrator or the Company. Within thirty (30) days following the close of each month, or following the close of such other reporting period as may be agreed upon by the Trustee and the Company, the Trustee shall file with the Company a written account setting forth the balance in the Trust Fund for the Plan at the beginning of the period, current period contributions to and distributions from the Trust for the Plan, and the balance in the Trust Fund at the end of the period for the Plan. Additionally, the Trustee shall furnish to the Plan Administrator a written statement of account within 60 days after the end of the Trust's year end setting forth all receipts and disbursements for the Plan. The Plan Administrator shall acknowledge receipt thereof in writing and advise the Trustee of his approval or disapproval thereof. Failure by the Plan Administrator to disapprove any such statement of account within 90 days after its receipt thereof shall be deemed approval thereof. The approval by the Plan Administrator of the statement of account shall serve to release and discharge the Trustee from any liability or accountability to the Company as respects the propriety of the Trustee's acts or transactions shown in the statement of account, except with respect to any acts or transactions as to which the Plan Administrator shall file written objections with the Trustee within the 90-day time period prescribed. The Trustee, nevertheless, shall have the right to have its accounts approved by judicial proceedings if it so elects, in which event the Trustee and the Company shall be the only necessary parties. Further, in the event that the Company duly delivers to the Trustee written objections to any matters set forth in any such written account or report and said objections are not explained or adjusted to the satisfaction of the Company, each shall likewise have the right to have the Trustee's accounts reviewed by judicial proceedings if it so elects, in which event the Trustee and the Company shall be the only necessary parties.

5.3 Limitation on Trustee's Liability. The Plan Administrator shall administer the Plan as provided therein, and the Trustee shall not be responsible in any respect for administering the Plan nor shall the Trustee be responsible for the adequacy of contributions to the Trust Fund to meet or discharge any payments or liabilities under the Plan. The Trustee shall be entitled conclusively to rely upon any notice, instruction, direction or other communication of the Plan Administrator.

5.4 Reliance on Communications. The Trustee may rely upon a certification of (1) the Plan Administrator or, if a committee is appointed Plan Administrator, any member thereof with respect to any instruction, direction or approval of the Plan Administrator (or any member thereof) and (2) the Company as to the membership of any committee appointed as

Plan Administrator as it then exists, and may continue to rely upon any such certification until a subsequent certification is filed with the Trustee.

The Trustee shall be fully protected in acting upon any instrument, certificate, or paper of the Company, its Board of Directors or the Plan Administrator believed by it to be genuine and to be signed or presented by any authorized person, and the Trustee shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Company, its Board of Directors or the Plan Administrator, as the case may be.

5.5 Force Majeure. Notwithstanding anything in this Trust Agreement to the contrary, the Trustee shall not be responsible or liable for its failure to perform under this Trust Agreement or for any losses to the Trust Fund resulting from any event beyond the reasonable control of the Trustee, its agents or subcustodians, including but not limited to nationalization, strikes, expropriation, devaluation, seizure or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Trust Fund's property; or the breakdown, failure or malfunction of any utilities or telecommunications systems; or any order or regulation of any banking or securities industry including changes in market rules and market conditions affecting the execution or settlement of transactions; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar or third-party event.

ARTICLE VI -- RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

6.1 Resignation. The Trustee may resign at any time by giving 30 days' notice in writing to the Company.

6.2 Removal. The Company may remove the Trustee at any time upon 30 days' notice in writing to the Trustee.

6.3 Successor Trustee. Upon the resignation or removal of the Trustee, the Company shall appoint a successor trustee who shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon acceptance of such appointment by the successor trustee, the Trustee shall assign, transfer, and pay over to such successor trustee the funds and properties then constituting the Trust Fund. The Trustee is authorized, however, to reserve such reasonable sum of money, as it may deem advisable, for payment of its fees and expenses in connection with the settlement of its account or otherwise, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid over to the successor trustee.

6.4 Report by Trustee. Within 60 days after the resignation or removal of the Trustee, the Trustee shall furnish to the Plan Administrator a written statement of account with respect to the portion of the year for which the Trustee served. The Plan Administrator, forthwith upon his receipt of such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee of his approval or disapproval thereof. Failure by the Plan

Administrator to disapprove any such statement of account within 90 days after its receipt thereof shall be deemed approval thereof. The approval by the Plan Administrator of the statement of account shall serve to release and discharge the Trustee from any liability or accountability to the Company as respects the propriety of the Trustee's acts or transactions shown in the statement of account, except with respect to any acts or transactions as to which the Plan Administrator shall file written objections with the Trustee within the 90-day time period prescribed.

6.5 Waiver of Notice. In the event of any resignation or removal of the Trustee, the Trustee and the Company may in writing waive any notice of resignation or removal as may be provided hereunder.

ARTICLE VII -- AMENDMENT AND TERMINATION OF AGREEMENT

7.1 Amendment. Any or all of the provisions of this Trust Agreement may be amended by written agreement between the Trustee and the Company. No such amendment shall authorize or permit any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to purposes other than for the exclusive benefit of the employees and their dependents; no such amendment shall cause or permit any portion of the Trust Fund to revert to or become the property of the Company; and no such amendment which affects the rights or duties of the Trustee may be made without the Trustee's written consent.

7.2 Termination. This Trust Agreement may be terminated at any time by the Company, and upon such termination, or upon the dissolution or liquidation of the Company, the Trust Fund shall be paid out by the Trustee as and when directed by the Plan Administrator or the Company, in accordance with the provisions of Article II hereof and the terms of the Plan. Notwithstanding the foregoing, the Trustee shall not be required to pay out any assets of the Trust Fund upon termination of the Trust until the Trustee has received written certification from the Plan Administrator that all provisions of law with respect to such termination have been complied with. The Trustee shall rely conclusively on such written certification, and shall be under no obligation to investigate or otherwise determine its propriety.

ARTICLE VIII -- GENERAL

8.1 Not Assignable. The interests, if any, under this Trust Agreement of participants and other persons entitled to benefits under the Plan may not be voluntarily or involuntarily assigned or alienated.

8.2 Limited Effect of Plan and Trust. Neither the establishment of the Plan nor the Trust nor any modification thereof, nor the creation of any fund or account, nor the payment of any welfare benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the Company, or any officer or employee thereof, except as may otherwise be provided in the Plan or in the Trust. Under no circumstances shall the term of employment of any employee be modified or in any way affected by the Plan or this Trust.

8.3 Protective Clause. Neither the Company nor the Trustee shall be responsible for the validity of any contract of insurance issued in connection with the Plan or Trust or for the failure on the part of the insurer to make payments provided by such contract, or for the action of any person which may delay payment or render a contract null and void or unenforceable in whole or in part.

8.4 Construction of Trust. This Trust shall be construed and enforced according to the laws of the Commonwealth of Massachusetts, except as otherwise provided by ERISA. If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of the Trust.

8.5 Trust Exemption. The Plan Administrator has or will submit this Trust Agreement and the Plan to the Internal Revenue Service for a determination of their status as a qualified voluntary employee's beneficiary association described in Section 501(c) (9) of the Code. Until advised in writing to the contrary, the Trustee is hereby directed to treat the Trust as an organization described in Section 501(c)(9) of the Code and as exempt from all federal, state and local income taxes, and as satisfying the applicable provisions of ERISA and the Code, and to act in accordance therewith.

8.6 Gender and Number. Wherever any words are used herein in the masculine, feminine or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

8.7 Headings. The headings and sub-headings of this Trust have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

8.8 In the event that any dispute shall arise as to the persons to whom payment of any funds and/or delivery of any property shall be made by the Trustee, the Trustee may withhold such payment and/or delivery until such dispute shall have been determined by a court of competent jurisdiction or shall have been settled by the parties concerned.

8.9 This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by any one counterpart.

8.10 This Trust Agreement shall be binding upon the respective successors and assigns of the Company and the Trustee.

8.11 The Trustee is not a party to the Plan and has no duties or responsibility thereunder except as described in this Trust Agreement. In the event of any conflict between provisions of the Plan and those of this Trust Agreement, this Trust Agreement shall prevail.

8.12 Communications to the Trustee shall be sent to such address as the Trustee may specify in writing. No communication shall be binding upon the Trustee until the Trustee

receives it. Communications to the Company shall be sent to the Company's principal offices or to such other address as the Company may specify in writing.

8.13 The Company and the Trustee hereby each represent and warrant to the other that it has full authority to enter into this Agreement upon the terms and conditions hereof and that the individual executing this Agreement on its behalf has the requisite authority to bind the Company or the Trustee to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

EDCO Collaborative
By [Signature]
Name: Dorsey Yearley
Title: Executive Director

ATTEST:

[Signature]
Name: Debra Poirier
Title: Treasurer and Controller

BANK OF AMERICA, N.A.

By [Signature]
Name: Gregory D. Givens
Title: Assistant Vice President

ATTEST:

[Signature]
Name: HENRIK D. KUPPERL
Title: DIRECTOR OF CORPORATE MANAGEMENT AND HUMAN RESOURCES