

**AGREEMENT AND DECLARATION OF TRUST
ESTABLISHING THE STAFF EDUCATION ASSOCIATION RETIREES' VEBA
TRUST**

This Agreement and Declaration of Trust (hereinafter referred to as the "Trust Agreement") is effective this 15th day of MARCH, 2010 (the "Effective Date"). This Trust Agreement is entered into by the Settlers of the Trust, who are the five Class Representatives (identified below) in the litigation known as *James Prater et al v. Ohio Education Association*, and the Ohio Education Association. That litigation sought to reinstate retiree health care benefits due to retirees of the Ohio Education Association (OEA) who were members of the collective bargaining units known as the Professional Staff Union (PSU) and the Ohio Associate Staff Union (OASU) and their dependents. Plaintiffs enter into this Trust in their capacity as Class Representatives on behalf of any PERSON who (a) is a retired employee of OEA who was a member of OASU at the time of his or her retirement and who retired on or before August 31, 2006, or is a DEPENDENT or surviving spouse of such a person; or (b) is a retired employee of OEA who was a member of PSU at the time of his or her retirement and who retired on or before the date on which the COURT grants PRELIMINARY APPROVAL to the PROPOSED SETTLEMENT, or is a DEPENDENT or surviving spouse of such a person; or (c) is currently employed by OEA and is a member of PSU who was hired on or before August 31, 2000, and who, subsequent to the COURT granting PRELIMINARY APPROVAL to the PROPOSED SETTLEMENT, retires from the OEA while still a member of PSU, or is a spouse of such a person on the date the COURT grants PRELIMINARY APPROVAL to the PROPOSED SETTLEMENT, and any DEPENDENT of such a person.

Part I, #8b, IRS pg. 1 (form 1024)
Staff Education Association Retirees VEBA Trust
Three Gateway Center, 401 Liberty Ave
Pittsburg, PA 15222
EIN#27-2528791

This Trust may also benefit certain Contingent Beneficiaries in the event certain contingencies, as set forth herein, are met.

WHEREAS, the Class Representatives are five individuals who represent two Court-certified subclasses of retirees in litigation captioned *James Prater et al. v. Ohio Education Association*, Case No.2:041077CV, brought on November 12, 2004, by the Class Representatives in the United States District Court for the Southern District of Ohio (hereinafter the “Litigation”);

WHEREAS, this litigation involved a dispute between OEA and retirees previously employed by OEA, over the contractual and legal obligation of OEA to maintain post-65 retiree health benefits provided pursuant to collective bargaining agreements;

WHEREAS, OEA and the Class Representatives entered into a Settlement Agreement that, subject to Court approval, provides for OEA to make certain payments to a tax-exempt employee welfare benefit fund, known under Section 501(c)(9) of the Internal Revenue Code as amended (the “Code”) as a “Voluntary Employees’ Beneficiary Association” or “VEBA”, which will provide post-retirement health care benefits to members of the certified class (“Class Members”) and it is the intent that the VEBA be subject to the provisions of the Employee Retirement Income Security Act of 1974 as amended (“ERISA”);

WHEREAS, the Settlement Agreement further provides that OEA shall establish the Trust by making payments to fund the Trust and further provides that the formation and administration of the VEBA (hereinafter referred to as the “Health Care Fund”), including the type and level of benefits maintained by the Health Care Fund and the cost to retirees to participate in the Health Care Fund, shall initially be the responsibility of the Class Representatives and thereafter the responsibility of the Board of Trustees of the Fund; and

WHEREAS, the Class Representatives have determined that it is in the best interest of the Class Members to adopt this Trust Agreement as the governing and guiding document for the establishment of a Trust which shall hold, control and manage the assets of the Health Care Fund, for the exclusive benefit of the participants in the Health Care Fund to provide post-retirement health care benefits to Class Members and their eligible Dependents and, under certain contingencies, Contingent Beneficiaries.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements contained in this Agreement and Declaration of Trust, the parties agree to and adopt all of the terms and provisions contained herein, and the Trustees declare that they will receive, hold, invest, use and apply the contributions paid to establish the Trust and any other money or property which may come into their hands as Trustees for the exclusive benefit of the Class Members and their dependents upon the terms, conditions and trusts, hereinafter stated.

ARTICLE I **DEFINITIONS**

Unless the context or subject matter requires otherwise, the following definitions will govern in this Trust Agreement:

1.1 “Administrator” shall mean the person or persons delegated the authority to administer the Plan, as set forth therein.

1.2 “OEA” means the Ohio Education Association, the Defendant in the Litigation.

1.3 “Board of Trustees” means the body that is the Plan Sponsor and Named Fiduciary of the Trust Fund whose authority and duties are set forth in this Trust Agreement and whose members are individual Trustees.

1.4 “Class Member” means each individual who qualifies to be included in the Court-Certified Class defined in Sections 1.11 and 1.17.

1.5 "Class Representatives" shall mean the named Plaintiffs in the Litigation.

1.6 "Covered Persons" means Class Members, Dependents, and Contingent Beneficiaries if they are eligible for benefits under the Plan of Benefits, and are individually referred to as a "Covered Person."

1.7 "Dependent" means an eligible spouse, child, or surviving spouse of a Class Member as defined by the Plan of Benefits.

1.8 "ERISA" means the Employee Retirement Income Security Act of 1974, any amendments as may from time to time be made and any regulations promulgated pursuant to the provisions of ERISA.

1.9 "STAFF RETIREES' VEBA" is the short name for THE STAFF EDUCATION ASSOCIATION RETIREES' VEBA TRUST FUND which is the popular name of the Trust Fund established pursuant to this Trust Agreement.

1.10 The "Class" means any PERSON who (a) is a retired employee of OEA who was a member of OASU at the time of his or her retirement and who retired on or before August 31, 2006, or is a DEPENDENT or surviving spouse of such a person; or (b) is a retired employee of OEA who was a member of PSU at the time of his or her retirement and who retired on or before the date on which the COURT grants PRELIMINARY APPROVAL to the PROPOSED SETTLEMENT, or is a DEPENDENT or surviving spouse of such a person; or (c) is currently employed by OEA and is a member of PSU who was hired on or before August 31, 2000, and who, subsequent to the COURT granting PRELIMINARY APPROVAL to the PROPOSED SETTLEMENT, retires from the OEA while still a member of PSU, or is a spouse of such a person on the date the COURT grants PRELIMINARY APPROVAL to the PROPOSED SETTLEMENT, and any DEPENDENT of such a person.

1.11 “Named Fiduciary” shall be the Board of Trustees, each member of which is designated or appointed pursuant to the terms of this Trust Agreement in accordance with the requirements of ERISA.

1.12 “Plan of Benefits” or “Plan” means the program of health and welfare benefits established and funded or insured pursuant to the Trust and this Trust Agreement, as may be modified and amended pursuant to the terms of this Trust Agreement.

1.13 “Plan Sponsor” means the Board of Trustees, each member of which is designated or appointed pursuant to the terms of this Trust.

1.14 “Public Member” means an individual who has experience or expertise, through education, training or employment, in the area of employee benefits for retirees, and who is not a Class Member or an employee or officer of the OEA, the PSU, the OASU or any affiliate or successor to any of the foregoing.

1.15 “Protected Health Information” or “PHI” means the same as that term is defined in Section 164.501 of the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rules”) issued by the Department of Health and Human Services (“HHS”) (*see* 45 CFR §§ 160 through 164) and promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. § 1171, *et seq.*).

1.16 “Settlement Agreement” shall mean the agreement titled “Stipulation of Settlement” resolving all claims raised by Plaintiffs in the Litigation against OEA which was reached between Class Representatives and OEA and approved by the Court in the Litigation which, by its terms, requires the establishment of this Trust.

1.17 “Trust”, “Trust Fund” or “Fund” shall mean the Health Care Fund established pursuant to this Trust Agreement to hold the assets that will be used to fund or insure the Plan of Benefits.

1.18 "Trust Agreement" means this Agreement and Declaration of Trust including any amendments, supplements and modifications hereto.

1.19 "Trustees" mean the individuals designated and appointed in accordance with the terms of this Trust Agreement who have discretionary authority to hold, manage and control the assets of this Trust and who are collectively referred to as the “Board of Trustees.”

1.20 “Trust Year” means the fiscal year beginning on each January 1st and ending on the following December 31st; provided that the first Trust Year shall begin on the Effective Date and shall end on the following December 31st.

ARTICLE II

ESTABLISHMENT AND PURPOSE OF THE TRUST

2.1 Establishment of the Trust. This Trust Fund is established by OEA, which shall be responsible to make certain initial payments to fund the Trust, and by the Class Representatives, which shall initially be responsible to form and administer the Trust. The Trust shall be entitled the “STAFF EDUCATION ASSOCIATION RETIREES’ VEBA.” The Trust Fund shall be maintained and administered as necessary by the Board of Trustees. Other than the payments required by the Settlement Agreement, OEA shall have no duty to contribute any additional amounts to the Trust Fund or to determine whether amounts received are applied in accordance with the provisions of this Trust Agreement or the Plan of Benefits.

2.2 Term of the Trust. The Trust Fund shall be effective on the Effective Date and shall continue until the last Covered Person dies or until the Trust assets are depleted, whichever

occurs first. Notwithstanding the occurrence of either of the above, the Trust Fund shall continue until such time as is necessary to terminate it in accordance with the terms of this Trust Agreement and applicable federal or state law.

2.3 Composition of Trust Fund. The assets of this Trust Fund consist of (1) the sums of money that have been or will be paid into the Trust by OEA pursuant to the Settlement Agreement, including any sums at any time due and owed by OEA; (2) all investments made with those sums paid, the proceeds and the income from those investments; (3) all policies of insurance including dividends, interest, refunds, or other sums payable to the Trust or the Board of Trustees on account of said policies; (4) all contributions, premiums or payments made by Covered Persons as established in the Plan of Benefits; (5) premises, material, supplies, equipment and other assets paid for by the Trust Fund, and used by the Board of Trustees in the administration of the Trust Fund; and (6) all other contributions, payments or income lawfully paid to and accepted by the Trust or due and owed to the Trust from parties other than the OEA.

2.4 Purpose of Trust Fund. The Trust Fund has been established for the purpose of providing (1) health and welfare benefits to Class Members and their Dependents that are permitted by law and under the Plan of Benefits; (2) paying costs and expenses of the Trust in the operation and administration of the Trust Fund in accordance with this Trust Agreement; and (3) making any other payments authorized by the Trust Agreement. This Trust Fund maintains an “employee welfare benefit plan” and “welfare plan” as those terms are defined in Section 3(1) of ERISA. The Trust is hereby designated as constituting a part of the Plan which is intended to qualify as a VEBA under Code Section 501(c)(9).

2.5 Irrevocable Purpose. Except as provided in Section 11.3, the Trust Fund created by this Trust Agreement is an irrevocable trust established for the exclusive benefit of the Covered Persons, for the purposes described herein.

ARTICLE III
BOARD OF TRUSTEES

3.1 Board of Trustees. Once formed, the operation and administration of the Fund will be the responsibility of a Board of Trustees. There shall be five (5) Trustees who shall be designated as follows: three (3) Trustees shall be Class Members and two (2) Trustees shall be Public Trustees.

3.2 Term of Trustees. Each Trustee shall serve for a term of three years except that upon the commencement of the Trust the initial terms of the Trustees shall be for the terms set forth below. Upon the commencement of the Trust, the Trustees' initial terms shall be as follows: (a) one Class Member Trustee shall serve a one-year term; (b) one Class Member Trustee and one Public Trustee shall serve two-year terms; and (c) one Class Member Trustee and one Public Trustee shall serve three-year terms. Any individual who serves as a Trustee may be reappointed to additional terms in accordance with Section 3.3.

3.3 Appointment of Trustees. The Class Representatives shall appoint the initial five Trustees and designate their initial terms upon the commencement of the Trust. Thereafter the Trustees, by majority vote, shall appoint each successor Trustee, however no Trustee whose term is ending or whose position is otherwise being vacated may participate in the vote to select his or her successor.

3.4 Acceptance of Appointment as Trustee. Each person designated a Trustee will sign a written acceptance and thereby will consent to act as Trustee, will agree to act as a fiduciary and will agree to administer the Trust Fund as provided in this Trust Agreement. The written acceptance will be in a form satisfactory to the Board of Trustees and consistent with ERISA.

3.5 Name. The Board of Trustees will conduct the business of the Trust Fund and execute all documents in the name of the Trust Fund.

3.6 Resignation and Replacement of Trustees.

(a) A Trustee may resign at any time and remain fully discharged from all further duty or responsibility under this Trust Agreement by giving written notice of such resignation to the Board of Trustees. Such resignation shall be effective upon the appointment of a replacement Trustee or sooner upon acceptance by the remaining Trustees of the resignation. A Trustee may be removed as a Trustee or deemed permanently or temporarily incapacitated at any time by unanimous vote of the other Trustees.

(b) In the event of the resignation, removal, death, incapacity or the unwillingness or inability of any of the Trustees to serve, a successor Trustee will be designated to fill the remainder of the departing Trustee's term, pursuant to the procedure set forth in Section 3.3 above for non-initial term appointments. A Trustee, who ceases to serve as a Trustee, will promptly turn over to the remaining Trustees any and all Trust Fund records, books, documents, monies and other property in his or her possession which the departing Trustee possessed in connection with the Trustee's duties and responsibilities under this Trust Agreement.

(c) The powers of the Board of Trustees to act, as provided in this Trust Agreement, will not be impaired or limited in any way pending the designation of a successor Trustee to fill a vacancy. A removed or incapacitated Trustee will not be deemed a Trustee for purposes of any provision herein that requires a certain percentage of the Trustees to act, regardless of whether or not that Trustee has been replaced.

3.7 Payment of Trustees. A Trustee may be paid reasonable compensation as determined by the Board of Trustees, and for the reimbursement of expenses properly and actually incurred, in the performance of their duties for the Trust Fund, providing such payment is not prohibited under ERISA or other applicable law.

3.8 Replacement of the Board of Trustees. Notwithstanding any other provision in this Article or in this Trust Agreement, if the court order approving the Settlement Agreement entered into by the parties to the Litigation is reversed, modified or vacated as a result of an appeal, then as soon as administratively practical the Board of Trustees appointed pursuant to Sections 3.3 and 3.6, and the Trust, shall be dissolved.

ARTICLE IV
MEETINGS AND DECISIONS OF THE BOARD OF TRUSTEES

4.1 Officers of the Board of Trustees. The Trustees will select from among themselves a Chairperson and a Co-Chairperson of the Board of Trustees to serve for a period of one year which term shall automatically renew each year for additional one year terms if no specific action is taken by the Board at the end of a term. However the Board of Trustees may vote to remove a person from such a position at any time.

4.2 Meetings of the Board of Trustees. Meetings of the Board of Trustees shall be held no less than semi-annually and the Board of Trustees may meet more frequently as business dictates. Meetings shall be held on a date, time and place as decided by the Board of Trustees. A meeting may be called by three or more Trustees provided adequate, advanced prior written notice is provided to all the Trustees.

4.3 Action of Board of Trustees Without a Meeting. The Board of Trustees may also take action without a meeting, by poll conducted via facsimile, U.S. mail, or electronic mail, provided two or more Trustees do not object.

4.4 Quorum. In any meeting of the Board of Trustees, three Trustees will constitute a quorum for the conduct of business. For meetings of any committee of the Board of Trustees, the quorum requirement shall be determined by the committee.

4.5 Majority Vote of Board of Trustees. Except as otherwise provided herein, any action taken by the Board of Trustees, including committees, pursuant to this Trust Agreement shall be by a majority vote of the Trustees present and voting. Each Trustee shall have one vote. Any and all actions taken by the Board of Trustees when a quorum is present shall have the same force and effect as if taken by the entire Board of Trustees.

4.6 Minutes of Meetings. The Board of Trustees or someone designated by it will keep minutes of all meetings. The minutes need not be verbatim. Copies of the minutes will be sent to all the Trustees and to other persons as the Board of Trustees may direct. Minutes of a meeting will be reviewed and approved by the Board of Trustees at the next meeting or by facsimile, U.S. mail, or electronic poll.

ARTICLE V

POWERS AND DUTIES OF BOARD OF TRUSTEES

5.1 Conduct of Trust Business. The Board of Trustees shall have authority to control and manage the operation and administration of the Trust Fund and the Plan of Benefits, including the establishment, enforcement, amendment and termination of the Plan of Benefits, and shall conduct the business and activities of the Trust Fund in accordance with this Trust Agreement and applicable law. The Board of Trustees shall hold, manage and protect the Trust Fund and collect the income therefrom and contributions thereto. Except as provided in this Trust Agreement or as determined by the Board of Trustees, all actions taken by the Board of Trustees that are fiduciary or would otherwise be considered settlor actions shall be considered fiduciary actions within the meaning of ERISA. The Board of Trustees shall be the Named Fiduciary and the Administrator of the Trust Fund and of the Plan of Benefits as those terms are defined in the ERISA.

5.2 Power to Appoint a Fiduciary. Notwithstanding the foregoing, the Board of Trustees may, to the extent permitted by ERISA, delegate some of their fiduciary duties or responsibilities to a person, persons or entity who shall be and acknowledge in writing that he, she or it is a “Fiduciary” with respect to the Plan, within the meaning of Section 402 of ERISA. Any such appointment shall be confirmed in writing by the Board of Trustees. The Board of Trustees may remove any such Fiduciary at any time upon written notice to the Fiduciary. The Board of Trustees is authorized to set forth the terms and scope of the Fiduciary’s duties who shall act solely in his or her best judgment and discretion without obtaining the approval of the Board of Trustees for any action to be taken within the scope of the delegation. Any such Fiduciary shall not be a party to the Plan and shall have only such duties with respect to the Plan as delegated in writing by the Board of Trustees.

5.3 Use of the Trust Fund Solely to Provide Benefits and Defray the Reasonable Expenses of Administering the Plan and Trust.

(a) The Board of Trustees has the power and authority to use and apply the Trust Fund to pay or provide for the payment of health care benefits to Covered Persons in accordance with the terms, provisions and conditions of the Plan of Benefits adopted by the Board of Trustees pursuant to this Trust Agreement. Notwithstanding authority granted elsewhere in this Trust Agreement to decide questions of eligibility, the Board of Trustees shall have no authority to exclude Class Members’ participation if they otherwise satisfy the terms of the Plan; and they shall have no authority to permit persons outside the Classes, other than eligible Dependents and Contingent Beneficiaries, to participate in the Plan.

(b) The Board of Trustees has the power and authority to use and apply the Trust Fund to pay or provide for the payment of all reasonable and necessary expenses (i) to collect and hold all

payments and other monies and property to which the Trust Fund may be entitled, (ii) to administer this Trust Fund, including the purchase or lease of premises, material, supplies and equipment, (iii) to obtain such legal, actuarial, consulting, investment, administrative, accounting, clerical and other services as they determine to be necessary or appropriate, and (iv) to perform such other acts as the Board of Trustees, in its sole discretion, find necessary or appropriate to perform its duties; provided, however, in no event shall the Board of Trustees have the power or authority to borrow money for the purposes of the Trust Fund (unless permitted under ERISA), issue a promissory note, pledge any assets of the Trust Fund outside investment vehicles that are ERISA-acceptable investments, or engage in a prohibited transaction (as defined in Section 406 of ERISA).

5.4 Construction and Determinations by Board of Trustees. Subject to the purposes of the Fund and the provisions of this Trust Agreement, the Board of Trustees has full and exclusive discretionary authority to determine all questions of coverage and eligibility, methods of providing for benefits, and all other related matters. They have full discretionary power to interpret the provisions of this Trust Agreement and the Plan of Benefits, and the terms used in these documents and any rules and regulations issued in connection with these documents. The Board of Trustees shall also have full discretionary authority to make any related factual determinations. The Board of Trustees' determinations and interpretations shall be subject to judicial review only for abuse of discretion or as otherwise provided by applicable law. Any such determination and any such interpretation adopted by the Board of Trustees in good faith will be binding upon the Covered Person and any other person claiming benefits attributable to such Covered Person.

5.5 General Powers. In addition to other powers set forth herein or conferred by law, the Board of Trustees is hereby empowered to:

(a) demand, collect, receive and hold all payments required to be made to the Trust Fund;

(b) compromise, settle, arbitrate, litigate and release claims or demands in favor of or against the Trust Fund, the Board of Trustees, or any Trustee on such terms and conditions as the Board of Trustees may determine to be advisable; commence or defend any legal, equitable or administrative proceedings brought in connection with the Trust Fund and represent the Trust Fund in all such proceedings;

(c) pay or provide for the payment of all reasonable and necessary expenses of collecting payments and holding Trust Fund assets;

(d) enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and the administration of the Trust Fund;

(e) enter into an investment contract or agreement with one or more insurance companies for the investment and reinvestment of assets of the Trust Fund;

(f) invest, reinvest and have invested and reinvested assets of this Trust Fund, without distinction between principal and income, in any type of investment the Board of Trustees determines to be prudent. There is no limitation restricting investments in common stock to a percentage of the Trust Fund or to a percentage of the total market value of the Fund, except that (i) no part of the Trust Fund may be invested in any debt securities or instruments issued by OEA, other than through mutual or commingled funds and (ii) the Board of Trustees shall give due regard to any limitations imposed by the Code or ERISA so that at all times this Plan and Trust may qualify as an employee welfare benefit plan and a VEBA. The Board of Trustees has the authority,

with respect to any stocks, bonds or other real or personal property which they hold as Trustee, to exercise all the rights, powers and privileges which might be lawfully exercised by a person owning similar property in his own right;

(g) register securities or other Trust Fund property in the name of the Trust Fund or of the Board of Trustees, or in the names of one or more nominees of the Board of Trustees and to hold instruments in bearer form, but the books and records of the Trust Fund shall at all times show that all such investments are part of the Trust Fund;

(h) enter into and terminate agency or custody agreements with banks or trust companies chosen by them, under which agreements the Board of Trustees may turn over to such banks or trust companies all or a portion of the funds held by them in this Trust for safekeeping, investment or reinvestment, on such terms as the Board of Trustees determines to be advisable;

(i) invest the assets of the Fund in a common, collective, or commingled trust fund, to the extent permitted by ERISA and other applicable law. To the extent monies or other assets are transferred to a collective trust in exchange for an interest in the collective trust, the terms and conditions of the collective trust alone will govern the investment duties, responsibilities and powers of the trustees of the collective trust, and to the extent required by law, those terms, responsibilities, and powers will be incorporated herein by reference and will be part of this Trust Agreement;

(j) sell, exchange, lease, convey, mortgage or dispose of any real or personal property, which is at any time a part of the Trust Fund, on terms which the Board of Trustees determines to be proper, and to execute and deliver any and all instruments of conveyance, lease, mortgage or transfer in connection therewith;

(k) pay or provide for the payment of all real and personal property taxes, income taxes and other taxes levied or assessed under applicable law upon or with respect to the Trust Fund or any money, property, or securities forming a part of the Fund;

(l) retain such portion of the assets of the Trust Fund in cash or cash equivalents as the Board of Trustees may determine to be desirable, without any liability for interest on such assets;

(m) establish and accumulate as part of the Trust Fund such reasonable reserve funds or to purchase individual or aggregate stop-loss insurance as the Board of Trustees, in its sole discretion, determines to be necessary or desirable to carry out the purposes of the Trust Fund;

(n) allocate fiduciary responsibilities among the Trustees, or committees or subcommittees of the Trustees, delegate fiduciary duties to persons other than the Trustees, and delegate Board of Trustees responsibilities to an investment manager as provided in this Trust Agreement and in accordance with the requirements of ERISA;

(o) appoint one or more investment managers, as that term is defined in ERISA, and enter into an agreement with such investment managers, in accordance with the requirements of ERISA, delegating to an investment manager the responsibility to control and manage, acquire and dispose of all or a portion of the assets of the Trust Fund which the Board of Trustees may specify;

(p) enter into an agreement with an administrative manager or administrative corporation to administer the office or offices of the Trust Fund and of the Board of Trustees under the direction of the Board of Trustees or a committee thereof. The administrative manager will coordinate and administer the accounting, bookkeeping and clerical services, provide for the coordination of actuarial services furnished by the consulting actuary, prepare (in cooperation where appropriate with the consulting actuary and independent auditor) all reports and other documents to be prepared, filed or distributed by the Trust Fund in accordance with law, assist in the collection of

amounts due to the Trust Fund and perform such other duties and furnish other services as may be assigned, delegated or directed or as may be contracted by or on behalf of the Board of Trustees;

(q) employ a qualified investment consultant to assist the Board of Trustees in exercising its investment powers and authority by reviewing the investment performance, the investment policy and the types and kinds of investments made by the Board of Trustees and/or the investment manager(s);

(r) engage one or more independent certified public accountants, enrolled actuaries, health care consultants and qualified legal counsel to perform all services as may be required by applicable law and such other services as the Board of Trustees may determine to be necessary;

(s) pay or provide for the payment from the Trust Fund of all costs incurred in obtaining the services of professionals, consultants, managers and other providers or services to the Fund as the Board of Trustees determines to be necessary and in accordance with this Trust Agreement and applicable law;

(t) designate an agent for service of legal process for the Trust Fund;

(u) employ one or more persons to assist in administering the Trust Fund and enter into employment agreements or arrangements necessary to hire and retain qualified persons;

(v) obtain policies of insurance, to the extent permitted by law, to insure the Board of Trustees, the Trustees, the Trust Fund, employees and agents of the Board of Trustees and of the Trust Fund while engaged in business and related activities for and on behalf of the Trust Fund (i) with respect to fiduciary or other liability as a result of acts, errors or omissions of the Board of Trustees, the Trustees, employees or agents, and (ii) with respect to injuries or property damage. The cost of the premiums for such policies of insurance will be paid out of the Trust Fund to the extent permitted by ERISA;

(w) establish, maintain, modify, amend and terminate a Plan of Benefits to provide health care benefits to Covered Persons as the Board of Trustees determines are reasonable and appropriate;

(x) after the time all appeals in the Litigation are final and non-appealable, merge this Trust Fund into or with another health and welfare fund or to accept the transfer of all or a portion of the assets of another health and welfare fund in accordance with the provisions of ERISA. Any such merger may occur only into a master trust to be established at the time of the merger, but no co-mingling of assets between the merged entities within the master trust may occur. Sub-trusts shall be established for each of the merged trusts, and the assets of each sub-trust shall be managed for and applied to the plan(s) of benefits applicable to the respective participants of each sub-trust;

(y) establish policies, rules and procedures which the Board of Trustees determines to be necessary to accomplish the purposes of this Trust Agreement and which are not inconsistent with the terms of this Trust Agreement;

(z) exercise their discretionary authority to make all determinations concerning initial and continuing participation of Covered Persons in the Plan of Benefits, benefit coverage, eligibility, type, amount and duration of benefits; and

(aa) do any and all acts, whether or not expressly authorized in this Trust Agreement, which the Board of Trustees determines to be necessary to accomplish the general objective and purpose of providing health and welfare benefits and related benefits to Covered Persons.

5.6 Personal Liability. Except to the extent liability is imposed by ERISA or other applicable law, no Trustee will be liable or responsible for any acts or defaults of any other fiduciary or party in interest or any other person. Neither the Board of Trustees nor any Trustee, to the extent

permitted by applicable law, will incur liability by acting on any document which they believe to be genuine and to contain a true statement of facts and, if applicable, to be signed by the proper person.

5.7 Reliance on Written Instruments and Professional Advice. Any Trustee, to the extent permitted by ERISA, may rely upon any written document purporting to have been signed by a majority of the Trustees, or by the Chairperson at the direction of the majority of the Trustees, as conclusive evidence of the fact that the Board of Trustees has taken the action stated to have been taken in such document. The Board of Trustees may, from time to time, consult with the Trust Fund's legal counsel, actuary/consultant or other professionals. To the extent permitted by ERISA, the Board of Trustees will be protected in acting upon the advice of such professionals.

5.8. Reliance by Others. No party dealing with the Board of Trustees will be obligated to see that the funds or property of the Trust Fund are applied to the stated purposes of the Trust, to see that the terms of this Trust Agreement have been complied with or to review the necessity of any act of the Board of Trustees. A document executed by all the Trustees or by the Chairperson will be conclusive evidence in favor of any person relying on such a document that at the time the document was executed, the Trust was in full force and effect, that the document was executed in accordance with the terms and conditions of this Trust Agreement, and that the Trustees were authorized and empowered to execute the document.

5.9 Books of Account. The Board of Trustees will keep true and accurate books of account and records of all transactions of the Trust Fund which will be open to the inspection of each of the Trustees at all times and which will be audited at least annually, and at such other times as the Board of Trustees determines it to be appropriate, by a independent qualified public accountant selected by the Board of Trustees. The record keeping costs and auditing fees will be

paid out of the Trust Fund. Such audits will be available for inspection by the participants of the Plan at reasonable times and places.

5.10 Surety Bonds. The Trustees and any agents or employees who are empowered and authorized to sign checks and handle monies of the Trust Fund will be bonded by an authorized surety company qualified to write such bonds under ERISA and applicable state law. The Board of Trustees may also bond such other agents or employees of the Trust Fund as it determines to be appropriate. The cost of the premiums of such bonds will be paid out of the Trust Fund to the extent permitted by ERISA. The bonds will be in such amounts as determined by the Board of Trustees, but in no event less than the minimum amount required by applicable law.

5.11 Execution of Documents. In the course of operating the Trust Fund, the Board of Trustees will execute documents in the name of the **STAFF EDUCATION ASSOCIATION RETIREES' VEBA**. Documents may be signed by the Chairperson or one or more Trustees authorized by resolution. Documents executed as provided above are binding on the Board of Trustees and the Trust Fund.

5.12 Trustee as Beneficiary. A Trustee of this Trust Fund may also be a beneficiary thereof, if he otherwise qualifies as a Covered Person, and nothing contained herein shall be construed or interpreted to prevent any Trustee, who is also a Covered Person, from participating in the benefits of the Plan. However, such a Trustee must refrain from any act that would cause the Trustee to engage in a prohibited transaction or otherwise breach the Trustee's fiduciary duty.

5.13 Authority to Act for the Trust for Tax Purposes. The Board of Trustees shall have the authority to process before the Internal Revenue Service, or any taxing or licensing authority, any application or proceedings involving the Trust Fund, the Board of Trustees or the Plan of Benefits and the participants thereunder, in connection with the Trust Fund's qualification as a VEBA under Code Section 501(c)(9), taxable income (if any) or any other tax matters relating to

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 from the Trust Fund.

5.14 Protected Health Information. The Trustees are authorized to receive, maintain, use and disclose Protected Health Information (“PHI”) pursuant to the conditions set forth below. Each Trustee shall certify in writing that he/she will comply with these conditions. The Trustees agree to:

- (a) not use or further disclose PHI received from the Fund other than as permitted in the Fund’s Privacy Policy or as required by law;
- (b) ensure that any agents, including a subcontractor, to whom a Trustee provides PHI received from the Fund agree to the same restrictions and conditions that apply to the Trustee with respect to PHI;
- (c) not use or disclose PHI received from the Fund for employment-related actions and decisions or in connection with any other benefit or employee benefit plan;
- (d) report to the Fund’s Privacy Officer any use or disclosure of PHI received from the Fund that is inconsistent with the uses or disclosures provided for in this Section of which the Trustee becomes aware;
- (e) make PHI received from the Fund available to individuals for inspection or amendment as required by law;
- (f) make PHI received from the Fund available to provide an accounting of disclosures as required by the Fund;

(g) make internal practices, books, and records relating to the use and disclosure of PHI received from the Fund available to the Secretary of the Department of Health and Human Services for purposes of determining compliance by the Fund with the Privacy Rules;

(h) if feasible, return or destroy PHI received from the Fund and retain no copies of PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible;

(i) ensure adequate separation between the Board of Trustees and the Fund by limiting disclosure of PHI to the Trustees as plan sponsor and to be accessed and used only for the Plan administrative functions that the Board of Trustees performs; and

(j) agree to provide an effective mechanism to resolve any noncompliance with this Section by taking appropriate action which may include, but is not limited to, limiting or placing special conditions on a noncompliant Trustee's access or use of PHI from the Fund.

5.15 Electronic Protected Health Information. In the event that electronic PHI is used or disclosed by a Trustee, each Trustee must:

(a) reasonably and appropriately safeguard electronic PHI created, received, maintained or transmitted to or by the Trustee on behalf of the Fund;

(b) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that the Trustee creates, receives, maintains or transmits on behalf of the Fund;

(c) ensure that any agents, including a subcontractor, to whom a Trustee provides electronic PHI received from the Fund, agrees to implement reasonable and appropriate security measures to protect the electronic PHI;

(d) report to the Fund's Security Officer any security incident of which the Trustee becomes aware; and

(e) ensure adequate separation between the Board of Trustees and the Fund, which is supported by reasonable and appropriate security measures, by:

- (i) limiting disclosure of electronic PHI to the Board of Trustees as plan sponsor; and
- (ii) accessing and using electronic PHI only for Plan administrative functions that the Board of Trustees performs.

ARTICLE VI

ASSETS OF THE TRUST FUND

6.1 Assets Held in Trust. The Board of Trustees will receive and hold the payments provided for in this Trust Agreement and any other money or property which may be entrusted to it, as trustee, with the powers and duties and for the uses and purposes set forth in this Trust Agreement. Neither OEA nor any successor, the PSU or the OASU or any successors, the active employees of OEA except as provided in the Stipulation of Settlement or the participants under the Plan of Benefits, nor a creditor of these entities or persons, will have any right, title or interest in or to the Trust Fund or any part of the Trust Fund except as required by law.

6.2 Encumbrance of Benefits. The Health Care Fund is an irrevocable trust for the sole and exclusive benefit of the Covered Persons who are entitled to benefits under the Plan of Benefits.

No benefits will be subject to assignment or other anticipation, nor subject to seizure or to sale under any legal, equitable or other process except as may be specifically permitted by the Board of Trustees in accordance with applicable law. Except, however, this provision shall not apply to the extent a Covered Person is indebted to the Trust Fund, for any reason, under any provision of the Plan and at the time a distribution is to be made to or for his benefit, such proportion of the

amount distributed as shall equal such indebtedness shall not be paid by the Trust Fund, at the direction of the Board of Trustees, but shall instead be applied against or to discharge such indebtedness. Prior to applying such amount, however, the Covered Person must be given written notice by the Board of Trustees that such indebtedness is to be deducted in whole or part from his benefits under the Plan. If the Covered Person does not agree that the indebtedness is a valid claim against his benefits, he shall be entitled to a review of the validity of the claim in accordance with procedures provided in the Plan.

If any claim or benefit becomes or may become payable to any person other than a Covered Person entitled to the benefit, the Board of Trustees has the power to withhold payment of the benefit to the Covered Person until the assignment, encumbrance, anticipation or other legal process is canceled or withdrawn in a manner satisfactory to the Board of Trustees. Until so canceled or withdrawn, the Board of Trustees has the power and discretion to use and apply the benefits for the support and maintenance of the Covered Person in the manner they deem most appropriate. Alternatively, the Board of Trustees may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Trust Fund. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.

No Covered Person has the right to receive any interest in any part of the assets of this Trust Fund, except as provided by the Plan of Benefits.

ARTICLE VII **PLAN OF BENEFITS**

7.1 Benefits. The Board of Trustees has full discretion and authority to adopt and interpret a Plan of Benefits which includes the eligibility requirements, type, amount and duration of

benefits that are to be provided to Class Members and their Dependents. However, only health care benefits (including without limitation prescription drugs, major medical, and other medical expense, health insurance premium reimbursements, life insurance, dental insurance, vision insurance, or other non-pension payments or services), as determined by the Board of Trustees, may be provided by the Trust Fund.

7.2 Eligibility Requirements for Benefits. The Board of Trustees has full discretion and authority to determine and interpret the eligibility requirements for benefits provided by the Plan of Benefits. They have full discretion and authority to adopt and interpret rules stating the eligibility requirements which will be binding on all Covered Persons and any other persons making claims.

7.3 Written Plan of Benefits. The detailed basis on which payment of benefits is to be made pursuant to this Trust Agreement will be stated in the Plan of Benefits. The Plan of Benefits may be changed or modified by the Board of Trustees at any time as the Board of Trustees, in its discretion, determine is necessary based on legal requirements, the financial condition of the Fund, the needs of Class Members and other related facts and circumstances. Any change or modification of the Plan of Benefits made by the Board of Trustees will be stated in writing.

7.5 Government Agency Approval. The Trust and the Plan of Benefits adopted by the Board of Trustees will be structured and operated to qualify for approval by the Internal Revenue Service as a VEBA under Code Section 501(c)(9) to ensure that the assets held by the Trust Fund, including investment returns on these assets, are generally exempt from income tax. It is the intention of the Board of Trustees to fully comply with all requirements of the Internal Revenue Code, ERISA, and other applicable law. The Board of Trustees is solely responsible to file whatever applications and forms are necessary with the Internal Revenue Service or other agency to

receive and maintain approval of the Trust Fund and Plan of Benefits as a VEBA under Code Section 501(c)(9).

ARTICLE VIII
CLAIMS, CONTROVERSIES AND DISPUTES

8.1 Reliance on Records. In connection with any claim, controversy, demand, lawsuit or other proceeding between a Class Member or Dependent or any other person and the Board of Trustees, the Board of Trustees is entitled to rely to the extent permitted by ERISA, on any facts that appear in the records of the Board of Trustees; any documents on file with the Board of Trustees, including documents and information obtained from OEA; and any facts which are in the public record and any other evidence pertinent to the issue involved.

8.2 Submission to Board of Trustees. All questions or controversies of any type that arise in any manner or between any persons in connection with the Trust Fund or the operation of the Trust Fund including, but not limited to, a claim for benefits by a Class Member, Dependent or any other person, or concerning the interpretation of the language or meaning of the Plan of Benefits or this Trust Agreement or the rules and procedures adopted by the Board of Trustees, or concerning any decision, document or account in connection with the operation of the Trust Fund or otherwise, will be submitted to the Board of Trustees and the decision of the Board of Trustees will be binding upon all persons dealing with the Trust Fund or claiming benefits under the Trust Fund. The Board of Trustees has full discretionary authority to decide questions of fact or concerning the interpretation of this Trust Agreement, the Plan of Benefits, or any other Plan document relating to claims of any type.

8.3 Settling Disputes. The Board of Trustees may, in its sole discretion, compromise or settle any claim or controversy in the manner that it determines to be in the best interest of the Trust Fund. Any decision made by the Board of Trustees to compromise or settle a claim or controversy,

or any compromise or settlement agreement entered into by the Board of Trustees, will be final and binding on all parties interested in this Trust.

8.4 Withholding Payment. If a question or dispute arises concerning the proper person or persons to whom a payment is to be made under the Plan of Benefits or this Trust, the Board of Trustees may withhold the payment until there has been an adjudication of the question or dispute which is satisfactory to the Board of Trustees' in its sole judgment or until the Board of Trustees has been fully protected against loss by an indemnification agreement or bond which the Board of Trustees, in its sole judgment, determines is adequate.

ARTICLE IX **ARBITRATION**

9.1 Application of this Article. In the event of a deadlock of any matter before them, and upon the written request of two or more Trustees, the Trustees will attempt to agree upon the designation of an impartial umpire to decide the dispute. The Trustees shall appoint such neutral party within a reasonable amount of time. Such neutral party may be appointed in advance of any such deadlock. If, within seven (7) days after the written request for arbitration, the Trustees cannot agree upon the selection of an impartial umpire, then any one Trustee may request from the Federal Mediation and Conciliation Service a list of five (5) arbitrators. When the list has been presented, each party shall alternate and shall have the choice of rejecting the names of two of the five persons with the order of choice being determined by lot, and the remaining or fifth person shall be selected as the arbitrator. The decision of the impartial arbitrator will be final and binding on all parties and persons concerned.

9.2 Expenses of Arbitration. All reasonable and necessary costs and expenses in connection with the proceedings before the impartial arbitrator, including the fee, if any, of the impartial arbitrator, and including attorneys' fees and costs, incurred by the Trustees in connection

with the arbitration are proper charges against the Trust Fund and the Board of Trustees is authorized and directed to pay such charges.

9.3. Status of Arbitrator. An impartial arbitrator or umpire agreed upon or appointed to decide any matter relating to the administration of the Trust Fund or Plan of Benefits will not be a fiduciary except to the extent provided by ERISA or court or agency interpretations of ERISA.

ARTICLE X **AMENDMENT TO TRUST AGREEMENT**

10.1 Amendment by Board of Trustees. The provisions of this Trust Agreement may be amended to any extent and at any time by a document in writing adopted by no less than three-fourths vote of the Trustees. It is expressly understood and agreed that no amendment will direct any of the Trust Assets then in the hands of the Board of Trustees from the purposes and objects of the Trust Fund, including the purpose set forth in Section 7.2.

10.2 Retroactive Effect. The Board of Trustees has full power and discretion to establish the effective date of any Amendment. Any Amendment may have retroactive effect if it is determined to be necessary by the Board of Trustees and not in contravention of any applicable law.

10.3 Distribution of Copies. Whenever an Amendment is adopted in accordance with this Article, a copy thereof shall be distributed to each Trustee, and the Board of Trustees shall so notify any other necessary persons or parties and shall execute any instrument or instruments necessary in connection therewith.

ARTICLE XI **TERMINATION OF TRUST**

11.1. By the Board of Trustees. This Trust shall cease and terminate by written resolution of the Board of Trustees upon the happening of any one or more of the following events:

(a) if, in the opinion of the Board of Trustees, the Trust Fund is not adequate to carry out the intent and purpose of this Trust Agreement, or is not adequate to meet the payments due or which may become due under the Plan of Benefits;

(b) if there are no individuals living who can qualify as Class Members, or, if applicable, Covered Persons, under this Trust Agreement; or

(c) if there is a state or federal law passed that would make the operation of the Trust Fund unnecessary, imprudent or improper.

11.2 Procedure on Termination. If this Trust Agreement is terminated, the Board of Trustees will:

(a) provide for the payment out of the Trust Fund of all benefit liabilities to existing Class Members, and if applicable to Covered Persons, and other expenses incurred up to the date of termination of the Trust and the expenses in connection with the termination;

(b) arrange for a final audit and report of their transactions and accounts for the purpose of terminating their Trusteeship;

(c) give any notice and prepare and file any reports which may be required by law; and

(d) apply the Trust Fund to the provision of benefits in accordance with the provisions of the Plan of Benefits including amendments adopted as part of the termination until the Fund is disbursed or make payments or transfer money for the purpose of providing health and welfare benefits to Class Members.

(e) Any funds or assets held by the Trust on the date of the death of the last Class Member shall be used to make final payment[s] for any and all outstanding obligations of the Trust. Within 30 days of such final payment, the Trustees shall deliver a final accounting and all remaining funds and/or assets of the Trust to OEA. Should any assets remain following satisfaction of all

benefit obligations, and administrative and other lawful obligations of the Trust, counsel to the Trust shall apply to the United States District Court, Southern District of Ohio, Eastern District, Columbus, Honorable Edmund A. Sargus, Judge, his successor or such other judge as the Chief Judge of the District may appoint as appropriate, for application of the remaining funds according to the doctrine known as “Cy Pres”. All lawful fees, costs and expenses of Fund Counsel and service providers rendering services in support of such an application shall be reimbursed from the remaining assets of the Trust prior to application of the Cy Pres doctrine. In no event shall any funds which remain revert in any form to the OEA.

ARTICLE XII **MISCELLANEOUS PROVISIONS**

12.1 Situs. The State of Ohio is the situs of the Trust Fund established by this Trust Agreement. All questions pertaining to validity, construction and administration of this Trust Fund will be determined in accordance with the laws of the State of Ohio, other than its laws respecting choice of law, to the extent not superseded or preempted by the laws of the United States.

12.2 Construction of Terms. Wherever any words are used in this Trust Agreement in the masculine gender, they will be interpreted and applied as though they are also used in the feminine or neuter gender, in all situations where this would apply. Wherever any words are used in this Trust Agreement in the singular form, they will be interpreted and applied as though they are also used in the plural form in all situations where this would apply. Wherever any words are used in this Trust Agreement in the plural form, they will be interpreted and applied as though they are also used in the singular form in all situations where this would apply.

12.3 Notice. Any notice required to be given to one or more of the Trustees pursuant to any provision of this Trust Agreement will be deemed to have been given if it is mailed to the Trustee or Trustees at the most recent address of the Trustee on file with the Trust Fund.

12.4 Severability. If any provision in this Trust Agreement, the Plan of Benefits or rules and procedures adopted thereunder, or in the Settlement Agreement, is determined to be illegal or invalid for any reason, this determination will not affect other provisions contained in those documents, unless the determination concerning the illegal or invalid provision would make the functioning of the Trust Fund or the Plan of Benefits impossible, impractical or underfunded. In such case, the Board of Trustees shall take the appropriate action to bring the Trust Agreement, Plan of Benefits or rules and regulations adopted thereunder into compliance with the law and to adopt any necessary amendments to replace or address the illegal or invalid provision.

12.5 Article and Section Titles. The Article and Section titles are included solely for convenience and will not be interpreted to affect or modify any provision of this Trust Agreement or be interpreted as provisions of this Trust Agreement.

12.6 Benefits Payable from Trust Fund Only. Benefits provided for by this Trust Agreement or the Plan of Benefits are only payable from and to the extent there are assets in the Trust Fund to pay such benefits. In the event there are insufficient funds to pay benefits, none of the Board of Trustees, the Trustees, the OEA, or the Trust Fund guarantees the payment of benefits and none shall have any liability to any person entitled to benefits under the Plan. Notwithstanding the foregoing, the Board of Trustees and each Trustee individually agrees to hold the OEA, its officers, directors and agents, harmless with respect to any and all obligations to third parties arising under the Trust Fund, the Plan and the Settlement Agreement, other than the obligation to fund the initial contribution to the Plan as required by the Settlement Agreement, including reasonable attorney fees and costs of defense.

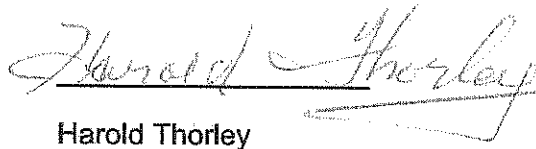
12.7 Counterparts. This Trust Agreement may be executed in one or more counterparts.

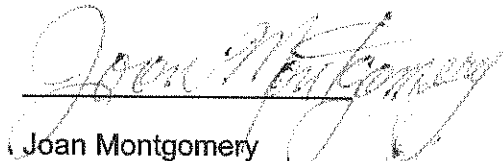
The signature of a person on any counterpart will be sufficient evidence of his execution of the Trust Agreement.

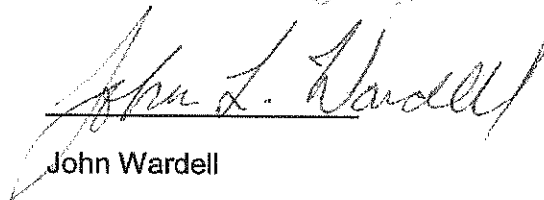
IN WITNESS WHEREOF, the undersigned have adopted, executed and approved this Restated Agreement and Declaration of Trust this 7th day of MARCH, 2010.

Class Representatives:

 03-07-2010
James Prater

 03-07-2010
Harold Thorley

 03-07-2010
Joan Montgomery

 03-07-2010
John Wardell

Betty Whaley

The undersigned Trustees having been designated to serve as a member of the initial Board of Trustees upon the execution of this Agreement and Declaration of Trust establishing this Trust Fund, hereby consent to this Agreement and Declaration of Trust, consent to the Trust maintained hereunder, agree to serve as members of the Board of Trustees of the Trust Fund, and agree to take, hold, invest, administer and distribute the Trust Fund in accordance with the terms of this Agreement and Declaration of Trust and by their signatures, acknowledge that they are serving as fiduciaries of the Plan and Trust under the Employee Retirement Income Security Act of 1974, as amended.

Joan Montgomery 03-07-2010

Robert E. Hinkley Jr. 03-07-10

John L. Wardell 03-07-2010

AMENDMENT TO THE AGREEMENT AND DECLARATION OF TRUST
ESTABLISHING THE STAFF EDUCATION ASSOCIATION RETIREES' VEBA TRUST

This Amendment is made pursuant to Article X of the Agreement and Declaration of Trust Establishing the Staff Education Association Retirees' VEBA Trust (Trust Agreement).

Article 1.6 of the Trust Agreement, defining "Covered Persons" is amended to include as covered persons the domestic partners of Class members that were recognized as domestic partners by the Ohio Education Association (OEA), pursuant to OEA's standards, at the time of final settlement in the matter of *James Prater et al. v. Ohio Education Association*, Case No.2:041077CV, brought on November 12, 2004, in the United States District Court for the Southern District of Ohio. Specifically, those domestic partners as recognized by the OEA at that time are Ellen Vosler (as domestic partner of Jenifer Toth); Jeffery Bazell (as domestic partner of Jeff Kestner), and Patricia Bruns (as domestic partner of Rod Bird).

Trustee (signature followed by printed name)

Date

Trustee (signature followed by printed name)

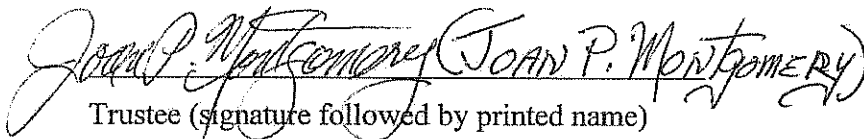
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GARRETT L. HARBRON

Trustee (signature followed by printed name)

6-8-11

Date

Trustee (signature followed by printed name)

Date

Trustee (signature followed by printed name)

Date

Trustee (signature followed by printed name)

Date

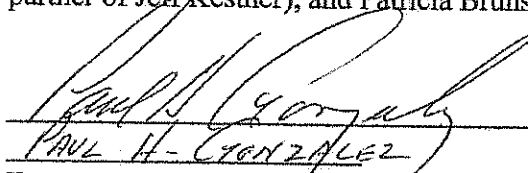
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PAUL H. GONZALEZ

Trustee (signature followed by printed name)

Date

6/13/11

Trustee (signature followed by printed name)

Date

Trustee (signature followed by printed name)

Date

Trustee (signature followed by printed name)

Date

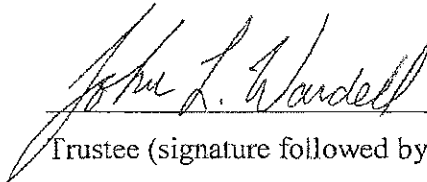
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 JOHN L. WARDSELL
Trustee (signature followed by printed name)

6/6/2011
Date

Trustee (signature followed by printed name)

Date

Trustee (signature followed by printed name)

Date

Trustee (signature followed by printed name)

Date

Trustee (signature followed by printed name)

Date