

The Trustee will request Equitable to establish a funding account under the Contract on behalf of each Participant as and when eligible for Benefits, as so advised by notice from the Employer. On or after establishment of a funding account under the Contract, the Trustee will in accordance with the terms of the Contract select an Annuity Form to be funded by amounts in such funding account on completion of its Funding Period and will direct that Equitable retain and apply proceeds therefrom to amounts payable under the Plan.

The Trustee will direct Equitable to retain any amounts, other than death proceeds, payable under the Policies and Contracts whether as withdrawals, annuity proceeds, or otherwise, and apply such amounts as directed by the Trustee in accordance with the terms of the Plan and the Trust.

V. Fund. The Trustee will not receive any amounts from any source pursuant hereto on account of the Plan but will direct that all Contributions or other Payments to the Fund provided for under the Plan be remitted directly to Equitable and all payments, other than death benefits, resulting from the Contract or Policies be retained by Equitable. The Fund may not be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or change by the Employer or any Participant, and any attempt to make it so subject will be void and of no effect.

The Trustee will direct the application of all Contributions and payments to the Fund to pay amounts due under the Policies and payable under the Contract in accordance with the terms of the Trust, but the Trustee will not have any right or duty to verify that amounts paid comply with the Plan or to enforce collection of any amount from the Employer or any Participant.

If the Trustee is advised by the Employer that any Contribution from the Employer, when added to the sum of any available annuity proceeds under the Contract, available dividends under the Policies, amounts available from funding accounts established under the Contract on account of Participants who have terminated employment for reasons other than retirement or disability, and other amounts then available to the Trustee are at any time insufficient to pay the sum of current funding payments that may then be made under the Contract plus premiums due under the Policies, the Trustee may make withdrawals from funding accounts, in accordance with the terms of the Contract and may change the Dividend Option selected under the Policies.

The Trustee will in such event direct Equitable to retain and allocate among and between the Policies and funding accounts under the Contract available monies, including annuity proceeds, in the amounts determined solely by the exercise of discretion by the Trustee, to continue the Benefits for Participants on an equitable basis, except that any amount contributed by a Participant must continue to be applied to premiums due on Policies insuring such Participant's life.

The Trustee will advise the Employer of the balance of the Trust Fund whenever any amount other than Contributions and dividends is received or paid out of the Fund, but in no event less often than annually.

The Trustee will not have any liability in any manner for Benefits under the Plan and non-payment of any premiums will have the consequences provided by the Contract and each Policy and will impose no duty or liability on the Trustee.

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