

act. Upon the resignation of a Trustee, the successor trustee will agree in writing to act under this Trust with the same powers and duties as the original Trustee. Wherever the Trustee is referred to in this Agreement, that term will be so construed as to include any successor trustee.

XI. Duties, Exoneration and Compensation of Trustee. The Trustee accepts the Trust and agrees to administer the Trust and perform the various duties set forth in this Agreement, in accordance with the terms and subject to the conditions and restrictions of this Agreement.

The Trustee will have all powers and authority necessary to carry out the provisions of the Trust and to enforce the Trust for the parties interested therein.

The Trustee will not be liable with respect to any act or acts which it may perform on the express written instructions of the Employer pursuant to the terms of this Agreement.

The Trustee will undertake and defend any litigation which may arise by reason of the existence of the Fund or this Agreement.

Unless the Trustee is an officer or employee of the Employer, the Employer will pay the Trustee its agreed upon compensation which will be a lien on the Fund. All reasonable and necessary charges and costs incurred by the Trustee, will be paid from the Trust Fund and, until paid, will be a charge thereon.

XII. Presumption of Propriety of Trustee's Act. Any party dealing with the Trustee may conclusively presume that the Trustee is acting in accordance with this Agreement and will not be obliged to take cognizance of the provisions of this Agreement, to inquire into the propriety of any such act, nor to see to the application of any monies by the Trustee.

XIII. Amendment. The Employer may at any time file with the Trustee a duly executed instrument altering or amending this Agreement, except that no such alteration or amendment will serve to revoke this Agreement or the Trust, or to permit any portion of the Fund to revert to an Employer so long as any Participant remains alive and continues to satisfy all conditions for Benefits and any such amendment or alteration which, in the opinion of the Trustee, may expand the Trustee's rights or duties hereunder in a material way or affect the Trustee's ability in connection with its rights or duties hereunder will not be made without the written consent of the Trustee.

XIV. Trust Termination. This Trust will continue indefinitely, but will in any event terminate after the termination of the Plan on the death of the last surviving Participant eligible for Benefits under a Policy. Any successor to the Employer may continue this Trust by written agreement with the Trustee.

IN WITNESS WHEREOF, the parties have agreed to and caused this Agreement to be signed and attested by their respective duly authorized officers as of December 1, 1980.

ATTEST:

PIEDMONT TRAVEL, INC.

BY: Anna Y. Smith  
Signature  
John Jones  
Signature

BY: [Signature]  
Signature  
President  
Title

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