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Dated: July 2, 2014

/s/ David H. Bernstein  
David H. Bernstein

SWORN to and subscribed before me.

This 2nd day of July, 2014

/s/ Susan Bange Avram  
Notary Public for the State  
of New York

My Commission Expires: 7/31/2019

[NOTARY STAMP]

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[Certificate Of Service Omitted]

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### **EXHIBIT A**

THIS AGREEMENT is made and delivered as of the 30th day of December, 1992, between JOSEPH LEE RICE, III, of New York, New York (hereinafter referred to as the "Settlor"), and WILLIAM B. MATTESON of New York, New York (hereinafter and his successor referred to as the "Trustee"), creating the "Joseph Lee Rice, III Family 1992 Trust".

WITNESSETH:

The Settlor hereby assigns, transfers and conveys to the Trustee the property described in Schedule A hereto annexed (hereinafter, together with all additions thereto, referred to as the “Trust Fund”), receipt of which is hereby acknowledged by the Trustee, which is to be held by the Trustee, IN TRUST, for the uses and purposes and on the terms and conditions herein set forth.

ARTICLE FIRST

Distributions

1.1. Initial Term. For a period (the “Initial Term.”) commencing on the date of this Agreement (the “Commencement Date”), and expiring on the date ten (10) years from the Commencement Date, the Trustee’s duties with respect to the disposition of the income and principal of the Trust Fund shall be as follows:

(a) Distributions of Income. The Trustee may pay or apply so much or all of the net income therefrom to or to the use of such member or members of a class of persons consisting of the Settlor’s descendants, whenever born, in such amounts and proportions as the Trustee in the Trustee’s absolute discretion may from time to time deem advisable, accumulating any net income not so paid or applied and adding the same to principal.

(b) Distributions of Principal. The Trustee may pay or apply so much or all of the principal thereof to or to the use of such member or members of a class of persons consisting of the Settlor's descendants, whenever born, in such amounts and proportions as the Trustee in the Trustee's absolute discretion may from time to time determine.

1.2. After Initial Term. Upon the termination of the Initial Term, the Trustee shall, after bringing into account any income or principal which may have been paid or applied to or to the use of any child of the Settlor or any of such child's descendants pursuant to Section 1.1 hereof, divide and set apart the Trust Fund into so many equal and separate shares that there shall be one (1) such share for each of the Settlor's children who is then living and one (1) such share for the each of the Settlor's children who is not then living but who shall have left then living descendants (a "Predeceased Child"), and each share set aside for a Predeceased child shall be further divided into subshares, per stirpes, for such Predeceased Child's then living descendants (each of the Settlor's then living children and each of the then living descendants of a Predeceased Child shall be hereinafter individually referred to as a "Beneficiary", and collectively referred to as the "Beneficiaries"). The Trustee's duties with respect to the disposition of the income and principal of each such share or subshare shall be as follows:

(a) Distributions of Income. The Trustee may pay or apply so much or all of the net income therefrom to or to the use of such member or members of a class of

persons consisting of the Beneficiary for whom such share or subshare was set apart and such Beneficiary's descendants, whenever born, in such amounts and proportions as the Trustee in the Trustee's absolute discretion may from time to time deem advisable, accumulating any net income not so paid or applied and adding the same to principal.

(b) Distributions of Principal. The Trustee may pay or apply so much or all of the principal thereof to or to the use of such member or members of a class of persons consisting of the Beneficiary for whom such share or subshare was set apart and such Beneficiary's descendants, whenever born, in such amounts and proportions as the Trustee in the Trustee's absolute discretion may from time to time determine.

(c) Termination. Upon the first event to occur of: (i) a Beneficiary's death or (ii) a Beneficiary's having attained the age of forty (40) years:

(1) The Trustee shall transfer, pay over and deliver the then principal of such Beneficiary's share to such Beneficiary, if such Beneficiary shall then be living.

(2) If such Beneficiary shall not then be living, the Trustee Shall transfer, pay over and distribute the then principal of such Beneficiary's share as follows:

(i) To or in trust for the benefit of such persons and objects, in such amounts, shares and proportions, and either absolutely or upon such lawful trusts,

terms and conditions, as the Beneficiary shall appoint by will; provided, however, that such will makes express reference to this power of appointment; and provided further, however, that such power of appointment shall not be exercisable in favor of such Beneficiary's estate or creditors,

(ii) The Trustee shall subdivide any of such principal not effectively so appointed into subshares, per stirpes, for such Beneficiary's then living descendants, and the Trustee shall hold each such subshare as a separate share in trust under this Agreement for the benefit of the descendant for whom such subshare was set apart and the descendant shall be the Beneficiary of such subshare, which shall be held in trust under this Paragraph (c), subject to all the terms and conditions governing each share of the Trust Fund.

(iii) If such Beneficiary shall not be survived by any descendants, the Trustee shall transfer, pay over and distribute such Beneficiary's share, per stirpes, to the then living descendants of such Beneficiary's nearest ancestor who was a descendant of the Settlor, if any, or if none, then to the Settlor's then living descendants, per stirpes, or if none, then such principal shall be disposed of pursuant to the provisions of Article THIRD of this Agreement.

(iv) If, after taking into account any exemption allocated to any share or subshare distributable under this Subdivision, a generation-skipping transfer tax would become payable on any portion or all of such share or subshare because such distribution would be

to a skip person with respect to the transfer of such property to such person, notwithstanding anything to the contrary hereinabove in this Paragraph (c) provided, the Trustee shall transfer, pay over and distribute such property to or in trust for the benefit of such persons and objects, in such amounts, shares and proportions, and either absolutely or upon such lawful trusts, terms and conditions, as the Beneficiary shall appoint by will, including, without limitation, to the Beneficiary's estate, provided, however, that such will makes express reference to this power of appointment; and in default of such appointment, the Trustee shall transfer, pay over and distribute such property as if the Beneficiary had not been entitled to exercise such power of appointment.

(v) If, pursuant to the preceding provisions of this Paragraph (c), any principal of any share or subshare held under this Article would become distributable to any person for whom a share or subshare is then held in trust under this Agreement, then such principal shall not be delivered to such person but in lien thereof shall be added to the principal of the share or subshare then held in trust for such person, thereafter to follow the disposition of the share to which it is added in all respects as to both income and principal.

(vi) If, pursuant to the preceding provisions of this Paragraph (c), any principal of any share or subshare held under this Article would become distributable to an individual's descendants, per stirpes, then, in making such distribution, the Trustee shall not bring into account any income or principal which may

have been paid or applied to or to the use of any such descendant or such descendant's ancestors or descendants.

1.3. No Distributions of Principal until Termination of Associates IV Limited Partnership. Notwithstanding anything to the contrary hereinabove provided, in no event shall any portion of a limited partnership interest in the Clayton & Dubilier Associates IV Limited Partnership, a Connecticut limited partnership ("Associates IV Limited Partnership"), be transferred, paid over or distributed to the Settlor's descendants.

1.4. Trustee's Discretion for Distributions.

(a) If income and principal may be paid or applied to or to the use of such member or members of a class of persons in such amounts and proportions as the Trustee may deem advisable under the provisions of this Article, the Trustee in the Trustee's discretion may pay or apply the same to or to the use of any one member of such class or apportion it for the benefit of various members to the exclusion of other members in such manner as the Trustee may deem advisable.

(b) In exercising the discretion conferred upon the Trustee to use income or principal under any provision of this Article, it shall not be necessary for the Trustee to inquire as to any other income or property of the person for whom income or principal is to be used and the Trustee may consider only the interests of the person or persons for whom it is deemed advisable to use income or principal and not the interests

of any other person who may at any time be or become interested in any trust hereunder.

(c) The Settlor directs the Trustee to consider the Trust Fund and any share or subshare held under this Agreement as a family asset and to be liberal in the exercise of the discretion conferred upon the Trustee and to use income and principal of such trust, even to the entire amount thereof, to meet the needs of the Beneficiaries, including, without limitation, to provide for their health, education and welfare, to purchase or provide a home for them, and to aid them at the time of marriage or in setting up a business, rather than to preserve such principal for the benefit of the persons entitled thereto at the termination of the trust.

## ARTICLE SECOND

### Termination

The Trustee may at any time in the Trustee's discretion terminate the Trust Fund or any trust hereunder if in the Trustee's judgment it would be inadvisable to continue to hold it in trust; provided, however, that in no event may the Trustee terminate the Trust Fund or any trust hereunder prior to the earlier of (i) the termination and winding up of Associates IV Limited Partnership and (ii) the date the trust created hereunder ceases to be a limited partner of Associates IV Limited Partnership. Upon termination of the Trust Fund during the Initial Term, the Trustee shall transfer, pay over and deliver, free of trust, the assets constituting



the then principal of the Trust Fund or to the Settlor's then living descendants, per stirpes, after bringing into account any income or principal which may have been paid or applied to or to the use of any such descendant or any such descendant's ancestor or descendant pursuant to Section 1.1 hereof. Upon termination of any trust hereunder after the termination of the Initial Term, the Trustee shall transfer, pay over and deliver the then principal of such trust to the person or persons then eligible to receive the income of such trust, in such amounts and proportions as the Trustee in the Trustee's absolute discretion may deem advisable.

### ARTICLE THIRD

#### Contingent Disposition

If, upon the happening of any contingency, any part or all of the principal of the Trust Fund, or any trust under this Agreement, shall be undisposed of pursuant to the provisions of this Agreement other than this Article, then, upon the happening of such contingency, the Trustee shall transfer, pay over and deliver such undisposed of property to the Settlor's Spouse, if she shall then be living, or if she shall not then be living, to the Settlor's sister, JERE ANNE VOCKINS, if she shall then be living, or if she shall not then be living, to her descendants who shall then be living, per stirpes.

## ARTICLE FOURTH

Distributions to Minors and Incompetents4.1. Distributions to Minors and Incompetents.

Whenever income or principal is to be paid to or used for the benefit of a person under the age of twenty-one (21) years (referred to as a “minor” in this Article) or a person who in the sole judgment of the Trustee is incapable of managing his or her own affairs, the Trustee may make payment of such to property in any or all the following ways:

(a) By paying such property to the parent, guardian or other person having the care and control of such minor for such minor’s benefit or to any authorized persons as custodian for such minor under any applicable Gifts to Minors Act, and where permitted under applicable law, with authority to authorize any such custodian to hold such property until the minor attains the age of twenty-one (21) years where permitted; provided, however, that no such payment shall be made to the Settlor or the Settlor’s Spouse.

(b) By paying such property to the guardian, committee conservator or other person having the care and control of such incapable person for such incapable person’s benefit; provided, however, that no such payment shall be made to the Settlor or the Settlor’s Spouse.

(c) By paying directly to such minor or incapable person such sums as the Trustee may deem advisable as an allowance.

(d) By expending such property in such other manner as the Trustee in the Trustee's discretion shall determine will benefit such minor or incapable person.

4.2. Trustee's Discretion; Final Distribution.

If principal becomes vested in and payable to a minor, the Trustee may make payment thereof in any of the ways set forth in the preceding Section 4.1 of this Article or may defer payment of any part or all thereof, meanwhile paying or applying to or to the use of such minor so much or all of such principal and of the income therefrom, as the Trustee in the Trustee's discretion may deem advisable. Any income not so expended by the Trustee shall be added to principal. The Trustee shall transfer, pay over and deliver any remaining principal to such minor upon such minor's attaining the age of twenty-one (21) years or to such minor's estate upon death prior to such payment in full.

4.3. Trustee's Discharge. Any payment or distribution authorized in this Article shall be a full discharge to the Trustee with respect thereto.

## ARTICLE FIFTH

### Investment of Trust Fund

5.1. Investment in Associates IV Limited Partnership. (a) The Trustee shall acquire a limited partnership interest in Associates IV Limited Partnership with cash from the Trust Fund but in no event shall this interest exceed 9.9% of all interests in Associates IV Limited Partnership.

(b) The Trustee initially shall invest the balance of the Trust Fund in an actively managed portfolio pursuant to the provisions of Section 5.2 of this Agreement. In no event shall the Trustee invest any portion of the Trust Fund in securities of any entity relying on Section 3(c)(1) of the Investment Company Act of 1940, as amended, as an exemption from registration under the Investment Company Act of 1940, as amended, other than (i) Associates IV Limited Partnership, (ii) any entity managed or sponsored by Clayton, Dubilier & Rice, Inc. or its successors, or (iii) any entity that acts as the general partner of, or acts in a similar capacity for, such entity.

(c) The Trustee acknowledges that he or she has received a copy of; and understands, a no-action letter, dated November 2, 1992 (the “No-Action Letter”), from the Securities and Exchange Commission addressed to Associates IV Limited Partnership.

5.2. Trustee’s Powers. Subject to the above restrictions, the Trustee shall have, with respect to any and all property other than the limited partnership interest in Associates IV Limited Partnership, whether real or personal, at any time held by the Trustee hereunder, including funds held for any person under the age of twenty-one (21) years, and whether constituting principal or income therefrom, the following powers, in addition to those granted elsewhere in this Agreement and those conferred by law:

(a) To retain any such property as an investment, whether or not trustees are authorized by

law or by any rule of court to invest trust funds in such property.

(b) To sell any such property (other than the limited partnership interest in Associates IV Limited Partnership) at either public or private sale for cash or on credit of any duration, to exchange any such property and to grant options for the purchase of any such property, including, without limitation, stocks, with or without consideration and without any limitation on the period of any such option.

(c) Subject to the restrictions provided in the No-Action Letter, to invest and reinvest in property of any character, real or personal, foreign or domestic, including, without limitation, bonds, notes, debentures, mortgages, certificates of deposit, common and preferred stocks, shares or interests in partnerships or investment trusts and companies and participations in any common trust fund maintained by the Trustee, whether or not trustees are authorized by law or by any rule of court to invest trust funds in such property.

(d) To consent to and participate in, or to oppose, any foreclosure, liquidation or plan of reorganization, consolidation, merger, combination or other similar plan and to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant to such plan.

(e) To deposit any such property with any protective, reorganization or similar committee, to delegate discretionary power thereto and to pay part of its expenses and compensation and any assessment levied with respect to such property.

(f) To exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to any such property and to grant proxies, discretionary or otherwise, with respect thereto.

(g) To manage any real property in the same manner as if the absolute owner thereof, including, without limitation, the power from time to time to lease, or grant options to lease, any such real property for any period of time and although any such period may extend beyond the duration of any trust under this Agreement, with any provisions for renewals thereof, without application to any court; to enter into any covenants or agreements relating to the property so leased or to any improvements then or thereafter erected thereon; to insure against loss by fire or other casualty; and to make partition or enter into any agreements of partition of any real property which, or an interest in which, shall at any time constitute part of any trust under this Agreement, even though a Trustee acting hereunder may hold an interest in the same property in the Trustee's own right or in some other capacity, and to give or receive money or other property for equality of partition. To make ordinary and extraordinary repairs and alterations to any building, to raze old buildings, to erect new buildings and to make other improvements; to set up appropriate reserves out of income for repairs and modernization of any building, including reserves for depreciation and obsolescence, to add such reserves to principal and, in creating such reserves, to use the income from any assets of the trust which holds the property with respect to which such reserve is being created; and, for the amortization of any mortgage on any such

property, to use principal and/or income from any assets of the trust in which such mortgaged property is held; in all such cases without thereafter making any adjustment between principal and income.

(h) To transfer any portion of receipts from income to principal on account of depreciation, depletion, or amortization and to allocate in the Trustee's discretion, in whole or in part, to principal and income, all receipts and disbursements for which no express provision is made hereunder, which allocation shall fully protect the Trustee with respect to any action taken or payment made in reliance thereon.

(i) To make loans and borrow money for any purpose including, without limitation, to or from the Trustee individually or others (other than the Settlor or the Settlor's Spouse), upon such terms, with or without security, as the Trustee may deem advisable and to pledge or mortgage any such property as security.

(j) To appoint and compensate agents (including, without limitation, accountants, custodians, investment advisors, money managers and attorneys, and regardless of whether the Trustee is a principal or employee thereof) to act in the Trustee's behalf and to delegate discretionary power to such agents.

(k) To extend the time of payment of any obligation at any time owing by or to the Trustee or any trust under this Agreement and to compromise, settle or submit to arbitration upon such terms as the Trustee may deem advisable, or to

release, with or without consideration, any claim in favor of or against, any trust under this Agreement.

(l) To allocate to two or more trusts under this Agreement an undivided interest in one or more properties or blocks of securities, including, without limitation, stocks, and to administer any two or more trusts under this Agreement as a single trust by holding the principal of such trusts in one or more consolidated funds in which the separate trusts shall have undivided interests; provided, however, that separate records of each trust shall be maintained.

(m) To cause any such property to be held in nominee registration, with or without indication of the fiduciary character thereof, or unregistered.

(n) In dividing or distributing any trust hereunder, or any part thereof, to make partition, division or distribution of property in kind whether equal or disproportionate, and with or without thereafter making any adjustment for any disproportionate income tax bases in such property, as the Trustee may deem advisable, and, for any such purpose, to determine the value of any such property so far as permitted by law.

(o) To exercise any stock options held in any trust hereunder.

(p) To divide property held in any trust hereunder into two or more separate trusts hereunder and to add the principal of any trust hereunder having substantially identical terms to another trust held hereunder to such other trust, the



property so added thereafter to follow the disposition of the fund to which it is added in all respects as to both income and principal, as the Trustee may deem advisable.

(q) To pay or contest any and all taxes assessed against any trust created hereunder.

(r) To do all such acts, take all such proceedings and exercise all such rights and privileges, although not herein, specifically mentioned, with respect to any such property, as if the absolute owner thereof and in connection therewith to make, execute and deliver any instruments and to enter into any covenants or agreements binding any trust hereunder.

5.3. Associates IV Limited Partnership Votes; Change of Trust Situs. In addition to the powers conferred on the Trustee above, the Trustee shall have the power to participate in all, votes in which limited partners of Associates IV Limited Partnership are permitted to participate pursuant to Associates IV Limited Partnership's amended and restated limited partnership agreement, as amended from time to time, and to change the situs of the trust property of any trust under this Agreement.

5.4. Restrictions on Investment Powers. It being the Settlor's desire that (a) the Trustee shall not confine the investments of the any trust hereunder to those authorized by law or by any rule of court (unless the Trustee shall deem such course advisable) and (b) that the Trustee abide by the investment restrictions provided in the No-Action Letter, the Settlor hereby

declares that the Trustee shall not be liable for any loss sustained by any trust hereunder by reason of the purchase, retention, sale or exchange of any investment made by the Trustee in good faith.

5.5. Conflict of Interest. The Trust Fund may include obligations, shares or other interests in certain corporations or businesses of which the Trustee may be a director, partner, shareholder, officer or employee. The Settlor hereby specifically authorizes and empowers the Trustee to exercise with respect to any such obligations, shares or interests (or any obligations, shares or interests in any successor corporations or businesses) any and all of the powers, authorities and discretions provided in this Agreement, including, without limitation, the power to purchase from, sell to or otherwise deal with himself or herself with respect to the same and to retain and vote the same as long as the Trustee may deem advisable. The Settlor directs that no principle or rule of law relating to self-dealing or divided loyalty shall be applied to any acts of the Trustee with respect to any such obligations, shares or interests. The foregoing provisions of this paragraph are intended to amplify and not to limit the powers and authority granted to the Trustee with respect to the Trust Fund.

5.6. Application of Section 11-2.1(k) of the New York Estates, Powers and Trust Law. The provisions of section 11-2.1(k) of the New York Estates, Powers and Trusts Law with respect to underproductive property, as in effect at the time of this Agreement, or such other

statutory provisions as shall correspond thereto, shall not be applicable to any trust under this Agreement.

5.7. Third Parties Dealing with Trustee. Persons dealing with the Trustee shall not be obligated to look to the application of any moneys or other property paid or delivered to the Trustee or to inquire into the Trustee's authority as to any transaction. All powers granted to the Trustee shall continue until actual distribution of the property.

5.8. Trustee's Liability. (a) Any decision of the Trustee with respect to the exercise or non-exercise by the Trustee of any discretionary power under this Agreement, or the time or manner of the exercise thereof, made in good faith, shall fully protect the Trustee and shall be binding and conclusive upon all persons interested in the Trust Fund.

(b) In no event and under no circumstances shall the Trustee incur any liability either individually or as Trustee with respect to any duty, responsibility, power, authority or discretion of the Trustee under this Agreement unless the same shall be done or omitted by the Trustee in actual bad faith, and the Settlor hereby agrees that any Trustee will at all times be protected and indemnified from the Trust Fund from any and all liability, loss, damages or expenses of whatsoever kind or nature which such Trustee, individually or as Trustee, may at anytime sustain or incur or become liable for in connection with this Agreement and any trust hereby created except by reason of gross negligence,

willful misconduct, fraud or had faith on the part of such Trustee.

5.9. Delegation. Any person acting as Trustee hereunder is authorized at any time and from time to time by a writing instrument delivered to a co-Trustee to delegate to such co-Trustee any ministerial duty, responsibility, power or authority. The revocation of any such delegation shall also be in writing and delivered to such co-Trustee.

## ARTICLE SIXTH

### Income and Principal

Income accrued on any property (whether originally placed in, or subsequently added to, any trust under this Agreement) at the time of its transfer to the Trustee and, with respect to shares of stock (whether originally placed in, or subsequently added to, such trust), dividends declared prior to the transfer of such shares to the Trustee but payable to stockholders of record determined as of a date which is on or subsequent to the date of such transfer, shall be income of such trust. Upon the termination of any estate hereunder, income accrued on property then held in any trust but not yet due and payable, after deducting any charges or advances against it, and dividends on shares of stock declared prior to such termination but payable to stockholders of record determined as of a date which is on or subsequent to the date of such termination, shall belong to the next estate. Distributions in stock of the corporation or association making the

distribution shall be principal. The Trustee is expressly authorized in the Trustee's discretion to amortize premiums paid for trust securities, but the Trustee shall not be required to make any such amortization and shall incur no liability if the Trustee determines that no sinking fund shall be established for amortization of premiums. In the case of securities that are payable at maturity without interest, from time to time there may be transferred from principal to income a pro rata part of the discount or difference between the purchase price and the amount payable at maturity.

## ARTICLE SEVENTH

### Accounting Obligations

7.1. Accountings: Any Trustee at any time acting hereunder may at any time and from time to time render, to such person or persons eligible to receive income from any trust hereunder as shall be of full age and competent at the time when such account is rendered (hereinafter sometimes referred to as the "Competent Beneficiaries"), an account of the acts and transactions of such Trustee with respect to the income and principal of such trust, from the date of the erection of such trust are from the date of the last previous account of such Trustee, as the case may be; and the Competent Beneficiaries shall have full power and authority on behalf of all persons interested in such trust finally to settle and adjust such account; and upon such account being settled and adjusted to the satisfaction of the Competent Beneficiaries, it shall be binding and

conclusive upon and every person (whether or not then living or then ascertainable) who shall then or thereafter be or become interested in either the income or the principal of such trust, with like effect as a judgment of a court having jurisdiction judicially settling such account in an action in which such Trustee and all persons having or claiming any interest in such trust were parties; and the approval by the Competent Beneficiaries of such account shall constitute a full discharge and release of such Trustee and of the estate of any deceased Trustee for whom such account is rendered, from all further liability, responsibility and accountability for or with respect to the acts and transactions of such Trustee as set forth in said account, as to both income and principal of such trust.

7.2. Judicial Accountings. Nothing contained in this Article shall preclude any Trustee from having an account judicially settled or from filing periodic accounts if such Trustee shall deem such settlement or such filing advisable.

7.3. Disability. If, in any accounting proceeding or in any non-judicial settlement of the Trustee's account, any Party to such proceeding or settlement shall be a person under a disability, service of process upon such person in such proceeding or signature upon such settlement by such person shall not be required if there is another person, not under a disability, who is a party to the proceeding or settlement and who has the same interest as the person under a disability.

## ARTICLE EIGHTH

Appointment of Successor Trustees and Co-Trustees

8.1. Successor Trustees. The Settlor shall have the power during his lifetime to appoint successor Trustees to fill vacancies hereunder. If at any time and for any reason WILLIAM B. MATTESON shall cease to act as a Trustee hereunder, and the settlor shall have failed to appoint a successor Trustee within ninety (90) days of the event creating the vacancy, then THEODORE A. KURZ shall become the successor Trustee. Subject to the foregoing, the last person acting as Trustee hereunder shall have the power to designate one or more successor Trustees hereunder.

8.2. Co-Trustee. Any individual Trustee who shall be acting alone shall have the power to appoint a co-Trustee to act with him or her.

8.3. Designation of Trustees; Permissible Trustees. Any designation of Trustees pursuant to this Article shall be made by a duly acknowledged instrument in writing designating one or more persons or series of persons, either natural or corporate, other than the Settlor; provided, however, that there shall at all times be at least one Trustee who is not a current beneficiary of any trust under this Agreement and who is not a related or subordinate party as defined in Section 672(c) of the Internal Revenue Code (or such other statutory provisions as shall from time to time correspond thereto), including without limitation one of the following: the Settlor's Spouse; the Settlor's father, mother, a descendant of the Settlor, a sibling of the Settlor, an

employee of the Settlor, a corporation or any employee of a corporation in which the stock holdings of the Settlor or the trust are significant from the viewpoint of voting control, or a subordinate employee of a corporation in which the Settlor is an executive. Any such instrument of designation shall become effective according to its terms and shall be revocable by a similar instrument at any time before such designation shall become effective. In the event that the same person shall have executed more than one instrument designating Trustees, then the instrument that shall bear the most recent date and shall be unrevoked shall govern.

8.4. Resignation. Any Trustee may resign at any time and for any reason by a duly acknowledged Instrument in writing delivered to each other then acting Trustee, if any, and to such Trustee's successor, and filed with the records of the trust to which it relates.

8.5. No Bond. No Trustee at any time acting under this Agreement shall be required to give any bond or other security for the faithful performance of such Trustee's duties.

8.6. Compensation. No Trustee shall be entitled to compensation for acting as a Trustee unless the Settlor shall otherwise agree in writing. Following the death of the Settlor, each Trustee whose compensation shall not otherwise have been fixed by agreement with the Settlor shall be entitled to receive compensation as provided by the instrument appointing such Trustee, or if no compensation shall have been provided for by



the foregoing provisions of this section, each Trustee's compensation shall be the compensation to which a sole individual Trustee of an express trust shall be entitled under New York law in effect at the time such compensation is payable.

8.7. Self-Dealing Restrictions. No Trustee shall be entitled to (a) exercise any discretion to pay or apply income or principal to himself or herself, (b) exercise any discretion, unless limited by an ascertainable standard, to pay or apply income or principal to any other beneficiary of any trust under this Agreement in which such Trustee shall have a current beneficial interest, (c) make discretionary allocations of receipts or expenses as between principal and income of any trust under this Agreement in which such Trustee shall have a current beneficial interest, (d) exercise any discretion to pay or apply income or principal of any trust under this Agreement in discharge of any of his or her legal obligations; including obligations of support, or (e) make discretionary allocations of receipts or expenses as between principal and income in favor of any beneficiary of any trust under this Agreement to whom such Trustee has a legal obligation of support; provided, however, that the foregoing shall not prevent any other Trustee from making such payment, application or allocation.

## ARTICLE NINTH

Income not Taxable to Settlor

Notwithstanding anything herein contained to the contrary, all of the powers granted to the Trustee hereunder shall be exercised solely in and in no event and under powers be exercised from any trust fund under this Agreement taxable to the Settlor pursuant to the applicable provisions of the Internal Revenue Code. If any of the provisions herein shall be found to violate Section 671, *et seq.*, of the Internal Revenue Code (or such other statutory provisions as shall from time to time correspond thereto), so as to cause the income of any trust under this Agreement to be taxable to the settlor, then said provisions shall not be operative, but shall be the eliminated and of no effect. In that event, however, all other provisions of this Agreement shall remain in full force and effect, and shall not be affected thereby.

## ARTICLE TENTH

Amendments; Governing

This Agreement shall be irrevocable and unamendable by the Settlor. Subject to the Trustee's power to change the situs of the trust property of any trust hereunder, this Agreement and each trust hereunder shall be governed and construed in all respects according to the laws of the State of New York.

## ARTICLE ELEVENTH

Additions to Trust Fund

The Settlor or any other person or an attorney-in-fact acting on behalf of the Settlor (or any other person) may at any time and from time to time increase the Trust Fund by delivering property to the Trustee, or by having the proceeds of insurance policies or other benefits made payable to the Trustee, or by bequest or devise by will. The duties and liabilities of the Trustee shall under no circumstances be substantially increased except with the Trustee's written consent.

## ARTICLE TWELFTH

Spendthrift Protections

Neither the principal nor the income of any trust under this Agreement, so long as the same is held by the Trustee, shall be subject to assignment or any other anticipation by the beneficiary for whom the same is intended, nor to attachment, execution, garnishment, sequestration or other seizure under any legal, equitable or other process. If any portion of the principal or income of such trust should, because of any debt incurred by, or other claim against, any beneficiary of any such trust, or by reason of any sale, assignment, transfer, encumbrance, anticipation or other disposition made or attempted by such beneficiary, or by reason of any seizure, attachment, execution, writ or other process, become payable or likely to become payable to any person other than the beneficiary for whom the same is intended, than notwithstanding

anything to the contrary contained in this Agreement, the Trustee in the Trustee's discretion may pay or apply to or to the use of the Spouse of such beneficiary, such beneficiary's then living descendants, or any other relative of such beneficiary, in such shares and proportions, as the Trustee may, from time to time, deem advisable, the share of the principal or income of such trust which, but for the provisions of this Article, would be payable to such beneficiary. Such payment shall be a full discharge to the Trustee with respect thereto.

## ARTICLE THIRTEENTH

### Savings Clause

Notwithstanding anything to the contrary contained in this Agreement, if any trust hereunder shall not otherwise have terminated pursuant to the provisions of this Agreement, upon the expiration of twenty-one (21) years after the death of the last survivor of the Settlor, the Settlor's Spouse (if the Settlor's Spouse was living on the date of execution of this Agreement) and all of the Settlor's descendants who were living on the date of execution of this Agreement, the Trustee shall transfer, pay over and distribute the then principal of such trust to the Settlor's then living descendants, per stirpes.

## ARTICLE FOURTEENTH

Definitions

14.1. Associates IV Limited Partnership. “Associates IV Limited Partnership” shall have the meaning provided in Section 1.3 of Article FIRST.

14.2. Descendants. Each reference herein to an individual’s “child”, “Children” and words of similar meaning shall include (i) non-marital children who are the legitimate children of such individual, as such term is defined in Section 4-1.2 of the New York Estates Powers and Trusts Laws or to such other statutory provisions as shall correspond thereto at the time any determination of such relationship shall be made (hereinafter “non-marital children”) and (ii) adopted persons who were under the age of eighteen (18) at the time they were adopted by such individual and each reference to an individual’s “issue”, “descendant”, “descendants” and words of similar meaning shall include (i) non-marital children and their descendants and (ii) adopted persons who were under the age of eighteen (18) at the time they were adopted and their descendants.

14.3. Internal Revenue Code. Each reference herein to the “Internal Revenue Code” or the “Code” shall be deemed to mean and refer either to the United States Internal Revenue Code of 1986, as amended, or to such other statutory provisions as shall correspond thereto.

14.4. Settlor. “Settlor” shall have the meaning provided in the first Paragraph of this Agreement.

14.5. Skip Person. As used herein, the term “skip person” shall mean and refer to such term as defined in Section 2613 of the Internal Revenue Code.

14.6. Spouse. Each reference herein to an individual’s “Spouse” shall mean and refer to the person who is married to and living with such individual at the time or times that any determination of such relationship shall be made, or who shall have been married to and living with such individual at the time of such individual’s death; provided, however, that a person who is married to an individual shall be deemed to be living with such individual during any period of temporary physical separation that is unrelated to marital disharmony.

14.7. Trustee. Except as otherwise specifically provided in this Agreement, the term “Trustee” wherever used herein, shall mean and refer to the Trustee or Trustees at the time acting under this Agreement, and except as otherwise specifically provided in this Agreement, the powers, privileges and immunities and the discretions granted herein shall attach to the office of Trustee and shall continue as long as any assets are held in trust under this Agreement and until the final distribution thereof.

14.8. Trust Fund. “Trust Fund” shall have the meaning provided in the second paragraph of this Agreement. Each of the Trust Fund and any share or

subshare held under this Agreement shall be a “trust” under this Agreement.

14.9. Will. Each reference herein to an individual’s “Last Will and Testament” or “Will” shall be construed as referring to the will of such individual and any codicil or codicils thereto.

## ARTICLE FIFTEENTH

### Miscellaneous

15.1. Gender. Whenever necessary or appropriate, the use herein of any gender shall be deemed to include the other genders and the use herein of either the singular or the plural shall be deemed to include the other.

15.2. Headings. The Article and section headings contained in this Agreement are for convenience only and are not a part of this Agreement.

15.3. Date. This Agreement shall become effective as of the day and year first above written.

IN WITNESS WHEREOF, the Settlor and the Trustee have hereunto set their respective hands and seals as of the day and year first above written.

/s/ Joseph Lee Rice, III [L.S.]  
Joseph Lee Rice, III, Settlor

/s/ William B. Matteson [L.S.]  
William B. Matteson, Trustee

STATE OF NEW YORK        )  
                                       : ss.:  
 COUNTY OF NEW YORK     )

On this 30th day of December, 1992 before me personally came JOSEPH LEE RICE, III, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

/s/ Margaret Coro  
       Notary Public

[NOTARY STAMP]

STATE OF NEW YORK        )  
                                       : ss.:  
 COUNTY OF NEW YORK     )

On this 30th day of December, 1992, before me personally came WILLIAM B. MATTESON, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

/s/ Jane C. Nober  
       Notary Public

[NOTARY STAMP]

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#### SCHEDULE A

One hundred Thousand Dollars (\$100,000)

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