

INVESTORS MASTER TRUST
FOR EMPLOYEE BENEFIT TRUSTS

AMENDED AND RESTATED
PLAN AND DECLARATION OF TRUST
EFFECTIVE JULY 1, 2009

THIS PLAN AND DECLARATION OF TRUST made and entered into this 1st day of July, 2009, by the **BENEFIT TRUST COMPANY**, a Kansas Trust Company, Overland Park, Kansas, as successor trustee to EBK Trust Company, formerly known as The Investors Services Trust Company, (hereinafter called "Trustee") creating a trust estate (hereinafter called the "Trust") to be comprised of multiple funds, and any such additional share classes of said funds to be created in the future as are deemed necessary by Trustee to meet its needs and objectives as may be listed in Exhibit A hereto, (all to be hereinafter referred to as the "Fund" or "Funds").

WITNESSETH: That,

WHEREAS, the Trust created hereunder is established, operated, and maintained exclusively for the collective trust investment and reinvestment of moneys contributed hereto by Benefit Trust Company, in its capacity as sole fiduciary or as a fiduciary acting in conjunction with one or more co-fiduciaries of participating trusts.

WHEREAS, the Trustee intends that the Trust have sufficient investment choices to provide a broad range of investment options enabling participants in the Trust to sufficiently diversify or minimize risk. The specific Funds are listed in Exhibit A attached hereto. If additional funds are created the appropriate information will be added by amendment to Exhibit A. Investment Guidelines for each Fund shall be documented, monitored and modified from time to time at the discretion of the Trustee.

NOW, THEREFORE, the Trustee agrees with all persons and fiduciaries who hereafter become parties hereto, in the manner hereinafter set forth, and declares that it will receive, hold and administer in trust all money and other property delivered to it as Trustee hereunder by participating trusts subject to the terms of this instrument, as follows:

ARTICLE I

PURPOSE

A. Designation. The Trust is established exclusively for the collective investment and reinvestment of moneys and other property contributed thereto by (a) a trustee or other investment fiduciary of a trust which (i) meets the requirements for qualification under Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code") and exemption from taxes under Section 501(a) of the Code, or the corresponding provisions of any subsequent revenue law, as evidenced by a determination letter from the Internal Revenue Service which is not

revoked or withdrawn, a copy of which has been furnished to the Trustee; (ii) joins in the provisions hereof by the execution and delivery of an agreement of participation (the "Investment Authorization Agreement") in same or similar form as attached hereto as Exhibit B and incorporated herein, and invests herein; and (iii) forms a part of an employee-benefit plan which, to the extent of the participation of such trust in the Trust, authorizes the collective investments of the funds hereunder and adopts the terms hereof as a part of such plan or (b) a governmental plan, the assets of which may be invested in a group trust as provided in Section 401(a) (24) of the Code. Any trust or governmental plan which satisfies the foregoing conditions, which is approved and accepted by the Trustee, and which contributes hereto by transferring to the Trustee cash or other property acceptable to the Trustee, is hereinafter referred to as a "Participating Trust". The Trust shall at all times consist of such moneys and other property and income therefrom as may be invested and reinvested hereunder. The Trust shall at all times be managed exclusively by the Trustee which shall have exclusive investment authority over the funds. Subject to the foregoing, the Trustee may retain one or more individuals, firms or corporations within or without the State of Kansas, including without limitations, any investment advisor which the Trustee retains, to provide investment advisory services, and as required, any other firms to provide such additional services as accounting, bookkeeping, valuation, security pricing, recordkeeping and reporting services, and banking, custodial or safekeeping and other ancillary services (and may authorize any of such individuals, firms, and corporations providing custodial or safekeeping services to redeposit securities and other assets of the Trust held by them in custody with other custodians, or in central depositories, and to register and carry any such securities physically or in so called "book entry" form in the name of one or more nominees). All compensation payable to any such investment advisor shall be the responsibility of the Trustee and shall be charged to the Funds. The calculation of such compensation may be, in whole or in part, based upon the market value of the Funds. All other expenses unless specifically excluded by this plan of operation may at the Trustee's discretion be charged to, and paid from the Funds as direct expenses.

B. Fund Investment. The principal and income of each Fund respectively shall be invested and reinvested as a unit, without distinction between principal and income. It is deemed advisable and desirable that the Trustee shall have, and is accordingly granted, full plenary power and authority to make and retain such investments and reinvestments as, in its absolute discretion, it deems advisable and appropriate from time to time, without any limitation as to the type, class or former nature of such investments and even though they may constitute a temporary or short-term investment. Such investments may be held by the Trustee outright or subject to repurchase agreements.

ARTICLE II PROPORTIONATE PARTICIPATION

A. Participation. Upon contributing to any of the existing Funds or any other Fund hereinafter created, each Participating Trust shall acquire a proportionate undivided beneficial interest in such Fund in the initial proportion which the value of the contribution of such Participating Trust, determined as of the date of such contribution in the manner specified in Article IV, Paragraph B, bears to the total value of the Fund, as augmented by such contribution, determined as of the same date and in like manner. Each Fund shall be divided into separate units of participation which shall rank equally and ratably with one another with none having any priority or preference

over any other. The Trustee may, from time to time, divide the units of any Fund into a greater number of units of less value or combine them into a lesser number of units of greater value. No form of documentation other than the Participation Agreement shall be necessary to evidence participation in a Fund. The Trustee may also establish CUSIPs for each Fund created hereunder, and may enter into a relationship with a nationally recognized clearing house such as the National Securities Clearing Corporation ("NSCC") to facilitate trading, including omnibus trading, of the Funds.

ARTICLE III

CONTRIBUTIONS, WITHDRAWALS AND TRANSFERS

A. Notice of Intention With Respect to Admissions and Withdrawals. No participation shall be admitted to or withdrawn from any Fund unless a written or electronic request for or notice of intention of taking such action shall have been entered on or before a time on the valuation date to be determined by the Trustee in the records of the Trustee and approved by the Trustee. No such request or notice may be canceled or countermanded after the valuation date. Contributions must be made in readily available funds on or before a valuation date. No withdrawals other than in cash may be made except in the Trustee's discretion. Where a participation in any Fund is held by the Trustee in conjunction with one or more persons in any fiduciary capacity, such participating interest shall be withdrawn as hereinafter provided, subject to all the provisions of this Plan with relation to the manner thereof, upon the written request of any such other person acting in such fiduciary capacity with the Trustee. Notwithstanding the foregoing, if any Fund is invested in assets which are not readily marketable, and if the total withdrawals requested by all Participating Trusts at any time exceed the uncommitted cash and the liquid investments available on that valuation date, first priority will be given to requests for withdrawals in order to pay benefits from Participating Trusts, second priority will be given to employee directed transfers in Participating Trusts, and the remaining requests for withdrawals will be fulfilled on a pro-rata basis on that valuation date and each succeeding valuation date until all such requests for withdrawals are satisfied, with such withdrawal distributions completed on or before the twelfth month following the date of such withdrawal requests.

B. Transfers. The Trustee has full plenary power and authority, either in its absolute discretion or at the direction of the Trustee of a Participating Trust, to transfer all or a portion of the interest of a Participating Trust in one Fund to any other Fund. Such transfers shall be at the values at the end of the valuation date on which such transfer becomes effective.

C. Withdrawal of Participation for Failure to Meet Eligibility Requirements. A Participating Trust shall immediately give notice if at any time it no longer qualifies for participation under Article I, Paragraph A. If at any time the Trustee receives actual notice that any Participating Trust no longer qualifies for participation under Article I, Paragraph A, the Trustee shall withdraw from the Trust the participation of such non-qualifying Participating Trust on the next ensuing valuation date. In addition, the Trustee in its discretion may terminate the participation of any Participating Trust in the Trust with the same effect as if such participation had been withdrawn under Article III, Paragraph A.

D. Satisfaction of Withdrawn Participations. Upon the total or partial withdrawal of the participation of a Participating Trust from the Trust, the withdrawing Participating Trust shall be entitled to receive an amount equal to the value of such participation, or part thereof withdrawn, at the close of business on the valuation date as of which such withdrawal is effective. Such amount may at the option of the Trustee be paid or satisfied by distribution in cash, or ratably in kind, or a combination of cash and ratably in kind, provided that the value of any property distributed in kind shall be determined in the manner specified in Article IV, Paragraph B. The Trustee shall have no duty or responsibility as to the proper disposition of funds withdrawn and paid to a Participating Trust.

ARTICLE IV

VALUATION

When and By Whom Made. The term "valuation date" means a date on which the net asset values of the Funds are determined. The net asset values are determined on each day the New York Stock Exchange or its successor is open for trading. After the close of the New York Stock Exchange (generally 4:00 p.m. Eastern time) on each valuation date, the Trustee or its designated agent shall determine the value of each Fund in the manner prescribed in Article IV, Paragraph B.

A. Method of Valuing Assets. The value of each Fund shall be determined as follows: (a) Securities listed on a registered exchange shall be valued at the last close price on the valuation date. If no sale has been reported that day, the closing bid price shall be used and if no such bid price is available, such securities shall be valued at the prior close price. Unlisted securities shall be valued by taking the bid price obtained from a reputable broker or investment banker, or from a recognized financial statistical service selected by the Trustee or its designated agent, as of the close of business on the valuation date. For the purpose of this Paragraph, sales and bid prices reported in newspapers of general circulation published in New York, New York or Kansas City, Missouri, in standard financial periodicals or in the records of such exchanges, any one or more of which may be selected by the Trustee or its designated agent and noted in its records, shall be accepted as evidence thereof. If the valuation date is not a business day for which market reports and quotations are available for use as provided above, sales and bid prices from the next preceding business day shall be used. If such sales and bid prices are not available for such a period prior to the valuation date or the Trustee or its designated agent, in its judgment, shall determine that the nearest available sales or bid prices do not fairly reflect the value of the investment concerned on the valuation date, the Trustee or its designated agent shall obtain estimated values from not less than two independent bankers, brokers or other persons qualified in the opinion of the Trustee or its designated agent to give an opinion as to the value of such investments of the valuation date. The average of such estimates shall be used, and each such estimate shall be retained in the records of the Funds; (b) Guarantee Investment Contracts and all other investments other than securities listed on registered exchanges shall be valued at their market value, or if such market value is not readily ascertainable, at their fair value as determined by the Trustee or its designated agent. In making such determination, the Trustee or its designated agent shall follow as nearly as possible the principles used by the Trustee or its

designated agent in the valuation of similar investments held in other accounts where it serves as Trustee. When appropriate, the Trustee or its designated agent may engage the services of appraisers whom it considers to be qualified, and rely upon their written reports which shall be appended to and made a part of the records of the Trustee; (c) If a security is traded on more than one generally recognized exchange or over-the-counter market, the Trustee or its designated agent may select and use quotations from any such exchange or market as the value thereof in the manner herein provided; (d) An investment purchased and awaiting payment against delivery shall be included for valuation purposes as an investment held, and the accounts of the Funds shall be adjusted by the deduction of the purchase price, including broker's commissions and other expenses of the purchase; (e) An investment sold but not delivered pending receipt of proceeds shall be valued at the net sale price, after deducting broker's commissions and other expenses of the sale; (f) Except for an investment sold but not delivered, it shall be necessary in determining the value of an investment to deduct the indicated broker's commission and other expenses which would be incurred upon a sale; (g) On each valuation date, the net income earned and collected by each Fund shall be added to the principal thereof and thereafter invested as a part thereof. There shall also be included in the value of each Fund (1) interest accrued but not collected on any interest bearing obligations and dividends declared but not collected on an investment which, if sold on the valuation date, would be sold ex-dividend and (2) the uninvested cash balance of the Funds.

B. Valuation of the Units. The net asset value, or "NAV" shall be determined by dividing the total value of a Fund's portfolio investments and other assets attributable to that class, less any liabilities, by the total number of the shares outstanding of that class. If for any reason the NAV of a Fund is incorrectly calculated on any valuation date, the NAV will be recalculated only when the error exceeds 0.5% of the total corrected value of the Fund.

ARTICLE V

FEES AND EXPENSES

A. Compensation. The Trustee may charge a fee for the management and administration of each Fund, and withdraw the amount thereof from each Fund for its own use and benefit from time to time; provided, however, that the fractional part of such fee proportionate to the interest of each Participating Trust shall not, when added to any other compensation charged by the Trustee to a participating trust, exceed the total amount of compensation which would have been charged to said participating trust if no assets thereof had been invested in participations in the Trust. Such fee may vary from one Fund to another, and from one share class to another within each Fund as the Trustee, in its sole discretion, may deem appropriate.

B. Reimbursement of Expenses. The Trustee shall be entitled to reimbursement for each Fund for all reasonable expenses, charges, and disbursements appropriately chargeable to that Fund or share class within a Fund, including the expenses of any necessary court settlement of its accounts, all transfer taxes, legal fees, commissions and other expenses associated with the purchase or sale of Fund assets, all other taxes, if any, that might be assessed upon or in respect of each Fund or the income or particular assets thereof, and other legal expenses actually incurred by it in administering each Fund. The Trustee shall not be reimbursed for any

expenses incurred in connection with the establishment or any reorganization of the Trust nor for any costs of printing any required reports of the Trust.

ARTICLE VI

MISCELLANEOUS PROVISIONS

A. Concerning the Trustee. Whenever in this Instrument it is provided that any power may be exercised or delegated by the Trustee, or any act or thing may be done by the Trustee or by such delegate involving the exercise of discretion, the discretion of the Trustee or such delegate, when exercised in good faith and with reasonable care, shall be absolute and uncontrolled, and its determination, when so made, to act or refrain from acting or to exercise or delegate such power or refrain from so doing, and as to the time or times and the manner in which action is to be taken or such power is to be exercised or delegated, shall be binding upon each Participating Trust and its Trustee and each person having or claiming any interest in such Trust. The Trustee's specific duties and responsibilities hereunder shall be limited to those specifically set forth in this Trust Agreement, and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee. To the extent permitted by applicable law the Trustee shall not be liable for the undertaking of, or any failure on its part to undertake, any act hereunder or in respect hereof, nor for any loss to or diminution of the Trust, except as undertaking, action or failure is due to its own willful misconduct, lack of good faith or gross negligence. The Trustee may consult with experts, including legal counsel and professional accountants, selected with due care, with respect to the meaning and construction of this Trust Agreement or any provision hereof, or concerning its powers and duties hereunder, and shall be protected from any action taken or omitted by it in good faith pursuant to the opinion of any such expert. No mistake made in good faith and in the exercise of due care in connection with the administration of the Trust shall be deemed to be a breach of the Trustee's duties if promptly after discovery of the mistake the Trustee takes whatever action may be practicable in the circumstances to remedy the mistake. The responsibility of the Trustee with respect to a Participating Trust shall be limited to the investment, reinvestment and repayment of moneys and other property contributed to the Trust by the Trustee of such Participating Trust or any part of any plan of which it forms a part. The foregoing provisions of this Article IV, Paragraph A are subject in all respects to any limitations imposed by the Employee Retirement Income Security Act of 1974, as amended, and upon the ability of fiduciaries to relieve themselves from responsibility or liability under such Act, but the Trustee assumes no responsibility for any asset of any plan (as defined in such Act) unless such asset has been entrusted to the Trustee's management.

B. Exclusive Benefit. At no time shall any part of the corpus or income of the Trust which equitably belongs to any Participating Trust be used for or diverted to purposes other than the exclusive benefit of the employees or their beneficiaries who are entitled to benefits under the Participating Trust. Payments by the Trustee to any Participating Trust shall be deemed to be for the exclusive benefit of such employees and their beneficiaries.

C. Records, Audits and Inspections. The Trustee shall keep separate, accurate and detailed accounting records of all investments, receipts, disbursements, distributions and other transactions of the Funds, which records shall be open to inspection and audit by the Trustee or

settlor of each Participating Trust at all reasonable times during normal business hours. At least once during each period of twelve months the Trustee shall cause an adequate audit to be made of each Fund of the Trust, and the Trust, by auditors responsible only to the Board of Directors of the Trustee. In the event such audit is performed by independent public accountants, the reasonable expenses of such audit may be charged on a pro-rata basis to each Fund. The Trustee shall, at least once during each period of twelve months, prepare a financial report of the Trust. The financial report shall be based upon the audit mentioned herein and shall contain a list of the investments of each Fund showing the cost and current market value of each investment, a statement for the period since the last report showing purchases with costs, sales with profit or loss and any other investment changes, income and disbursements, an appropriate notation as to any investment in default and such other information as may be required by applicable statutes and regulations. The Trustee shall furnish a copy of such financial report, make such publications thereof, and/or give such notification of the availability thereof, as may be required by applicable statutes or regulations, or by the terms of the instrument under which it is acting. The Trustee shall send a notice to each Participating Trust that such report is available and that a copy thereof will be furnished upon request without charge. The Trustee shall furnish a copy, upon request, to any person for a reasonable charge. Unless a Trustee or settlor of a Participating Trust files with the Trustee a written statement claiming gross negligence, willful misconduct, lack of good faith or another basis, valid hereunder, for objecting to the accounts shown in such report within ninety days from the date of the mailing of such financial report, the Trustee shall be forever released and discharged of and from any and all liability and accountability to anyone on account of transactions (including investments made or retained) shown in such report. In any event, the Trustee shall be entitled, at its discretion, to a judicial settlement of, its accounts by any court of competent jurisdiction.

D. Termination; Succession. The Board of Directors of the Trustee may at any time in its sole discretion by resolution elect to terminate the Funds and this Trust Agreement. Notice of such termination shall be sent promptly to the Trustee of each Participating Trust. After the termination of the Funds, the net proceeds of the Funds shall be distributed pro rata in accordance with the proportionate interests of, the Participating Trusts. Any successor, by merger or otherwise, to substantially all of the trust business of the Trustee shall automatically and without further action become the Trustee hereunder subject to all the terms and conditions and entitled to all the benefits and immunities hereof. This Trust Agreement and all provisions hereof shall bind and inure to the benefit of the Trustee, and the settlor and Trustee of each Participating Trust, and their respective successors and, subject to Article VI, Paragraph H, assigns. The Trustee may resign at any time, without cause, by giving at least ninety days' prior written notice to each Participating Trust, such resignation to be effective on the date specified in such notice. In addition, the Trustee may be removed at any time, without cause, by an instrument in writing delivered to the Trustee executed by Participating Trusts which in the aggregate hold more than one-half of the undivided beneficial interest in the entire Trust, determined as of the date of delivery of such instrument. In case of the resignation or removal of the Trustee, a successor Trustee may be appointed by an instrument in writing executed by Participating Trusts which in the aggregate hold more than one-half undivided beneficial interest in the entire Trust, determined as of the date of delivery of such instrument. If a successor Trustee shall not have been appointed within thirty days after such resignation or removal, the Trustee or any Participating Trust may apply to any court of competent jurisdiction for the

appointment of a successor Trustee to act until such time, if any, as a successor shall have been appointed as above provided. Any such court-appointed successor Trustee shall immediately and without further act be superseded by a successor Trustee appointed as above provided within one year from the date of the court appointment. Any successor Trustee, whether appointed by a court or by action of the Participating Trusts as above provided, shall execute and deliver to the predecessor Trustee an instrument in writing accepting such appointment, and thereupon such successor Trustee without further act shall become invested with all the estates, property, rights, powers, duties and trusts of its predecessor Trustee in the trusts hereunder with like effect as if originally named Trustee herein; nevertheless, upon the written request of the successor Trustee, such predecessor Trustee shall execute and deliver an instrument in writing transferring to such successor Trustee, upon the trusts herein expressed, all the estates, property, rights, powers, duties and trusts of such predecessor Trustee, and such predecessor Trustee shall duly assign, transfer, deliver and pay over to such successor Trustee all moneys and other property then held by such predecessor Trustee hereunder. Any successor Trustee, however appointed, shall be a trust company or a commercial bank with trust powers having its principal place of business within the United States.

E. Concerning the Fund Investment. Subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended, the Trustee may invest the principal and income of each Fund without regard to (i) the proportions any such property purchased or properties of a similar character held at the time of purchase may bear to the entire amount held in a Fund, (ii) current income, (iii) the nature of the investment, (iv) the size or nature of any enterprise involved or (v) whether or not such investment shall be authorized by law for investments of trust funds, provided that no assets of a Fund shall be invested in (A) any security, instrument or obligation, of Benefit Trust Company or any of its affiliates, (B) any security of any issuer, other than an obligation of, or guaranteed by, the United States government, its agencies or instrumentalities, if as a result of such investment the aggregate market value of all securities of such issuer held for the account of the Fund exceeds ten percent of the then market value of a Fund, or (C) any stock or securities of an Employer which established any Participating Trust. The Trustee, in its discretion, may keep such portion of a Fund temporarily in cash and unproductive of income as the Trustee from time to time may deem advisable, and the Trustee shall not be required to pay interest on such cash balance or on any cash in its hands pending investment, provided that the Trustee shall within a reasonable time invest such cash in income producing assets. In no event shall the Trustee permit a Fund to engage in a transaction of a type prohibited under Section 406 of the Employee Retirement Income Security Act of 1974, as amended, with a "party in interest" with respect to any plan under which any Participating Trust is established, as such term is defined in the Act.

F. Additional Powers of the Trustee. In addition to the powers otherwise herein granted to the Trustee, the Trustee is authorized and empowered in its discretion, but not by way of limitation:

- 1) to sell, exchange, convey, transfer or dispose of, and also to grant options with respect to, any securities or other property at any time held by it, and any sale may be made by private contract or by public auction, and for cash or upon credit, or partly for cash and partly upon credit, as the Trustee may deem best, and no person

- dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition;
- 2) to retain, manage, operate, repair, develop, preserve, improve, lend, mortgage, or lease for any period any securities or other property, interests or rights held by the Trustee upon such terms and conditions as the Trustee deems proper, either alone or by joining with others; using other trust assets for any such purposes if by it deemed advisable; to modify, extend renew or otherwise adjust any or all of the provisions of any such mortgage or lease, including the waiver of rentals, if it is deemed advisable; and to make provisions for the amortization of the investment in or depreciation of the value of such property as it may deem advisable;
 - 3) to compromise, compound and settle any debt or obligation due to or from it as Trustee hereunder and to reduce the rate of interest on, extend or otherwise modify, or to foreclose upon, default or otherwise enforce, any such obligation;
 - 4) to vote in person or by proxy on any securities held by it; to exercise any options appurtenant to any securities for the conversion thereof into other securities, or to exercise any rights to subscribe for additional securities and to make any and all necessary payments therefor; to join in or to dissent from, and to oppose the reorganization, recapitalization, consolidation, liquidation, sale or merger of corporations or properties in which it may be interested as Trustee, upon such terms and conditions as it may deem wise;
 - 5) to make, execute, acknowledge and deliver any and all deeds, leases, assignments and other instruments;
 - 6) to borrow or raise moneys from any person other than Benefit Trust Company, or any affiliate thereof, for the purposes of the Trust to the extent that the Trustee shall deem desirable and to the extent permitted by applicable regulations and upon such terms and conditions as the Trustee in its absolute discretion may deem desirable or proper, and for any sum so borrowed to issue its promissory note as Trustee and to secure the repayment thereof by pledging all or any part of the Fund; and no person loaning money to the Trustee shall be bound to see to the application of the money loaned or to inquire into the validity, expedience or propriety of any such borrowing;
 - 7) to cause any investments from time to time held by it to be registered in or transferred into its name as Trustee or the name of its nominee or nominees, or to retain them unregistered or in form permitting transferability by delivery, and to deposit certificates for such investments with custodians or in a central certificate depository or in book entry form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust;
 - 8) to retain any stocks or other property received as a result of the exercise of any of the powers hereinabove granted, whether or not investment in such stocks or other property is authorized hereunder;
 - 9) in the acquisition, disposition and management of investments for or under the Trust, to acquire and hold any securities or other property even though the Trustee, in its individual or any other capacity, shall have invested or may thereafter invest its own or other funds in the same securities or related securities or other property, the interest, principal or other avails of which may be payable at different rates or different times or may have a different rank or priority; and to acquire and hold any

securities or other property even though in connection therewith the Trustee, in its individual or any other capacity, may receive compensation reasonably and customarily due in the course of its regular activities; the provisions of this subparagraph (i) are intended to relieve the Trustee from any liability which might arise solely because it has an interest in such transactions in its individual capacity but not to relieve the Trustee from its duty to act fairly, conscientiously and prudently in the administration of the Trust under general principles of trust law and under the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended; and

- 10) to determine what is principal and what is income and to allocate or apportion gains or losses between principal and income in such manner as in the Trustee's sole discretion shall seem advisable; to determine and to change or abolish methods of amortization of premiums, or accretion of discounts on investments;
- 11) to pay all expenses, costs, taxes, and other charges incident to the care, preservation and management of the Funds, and to charge the same against either principal or income, or allocate the same between principal and income in such manner as the Trustee in its sole discretion shall deem advisable;
- 12) to divide and subdivide the Funds into shares, as may be required hereunder, making the necessary allotments of securities and other property to such shares, including undivided interests in all or any part of the assets of the Funds, in such manner and using such methods of valuation as are deemed proper by the Trustee;
- 13) to exercise options, rights and privileges to convert stocks, bonds, notes, or other securities into other securities or to exchange the same for other types of securities or to subscribe for additional or other stocks, bonds, notes or other securities;
- 14) in general, to exercise all powers in the management of the Trust which any individual could exercise in the management of property owned in his own right;
- 15) to employ such agents and to retain such legal counsel as may be reasonably necessary in the judgment of the Trustee in the proper administration, preservation and protection of the trust estate; to rely, and be fully protected in acting upon the opinions, certificates and reports furnished by such agents and counsel; and the Trustee shall be further authorized to compensate such agents and counsel out of the Funds for their services;
- 16) to do all acts, whether or not expressly authorized, which it may deem necessary or proper for the protection of the assets of the Trust.

G. Notices. All notices, reports and other communications to the Trustee of a Participating Trust or the settlor of any Participating Trust shall be deemed to have been duly given if mailed, first class mail postage prepaid, or delivered in hand to such Trustee or settlor at its address appearing on the records of the Trustee, which address shall be filed by such Trustee with the Trustee at the time of the admission of each Participating Trust and shall be kept current thereafter by such Participating Trustee. All notices, statements and other communications to the Trustee must be received by the Trustee at its offices in the City of Overland Park, Kansas.

H. No Assignment. No interest, right, claim or participation of any Participating Trust hereunder may be pledged, assigned, transferred or otherwise disposed of, whether voluntarily,

involuntarily or by operation of law, nor be subject to garnishment, attachment, execution or levy of any kind.

I. Concerning the Underlying Plans. This Trust Agreement is designed and intended to constitute an integral part of each instrument under which is established or maintained any employee-benefit plan funded through any one or more of the Participating Trusts, and by granting the Trustees and other fiduciaries of such Participating Trust sufficient authorization to join in the provisions hereof through the execution and delivery of a Participation Agreement and to invest herein, each such plan shall be deemed conclusively to have adopted the necessary responsibility-allocation procedures sufficient to enable such Trustees or other fiduciaries to agree, as it does through such Participation Agreement, that the liability of the Trustee hereunder shall be limited, as herein provided, to only those responsibilities of the Trustee as are specifically set forth herein and to the care, custody and investment of only such property and assets as are actually entrusted to it hereunder.

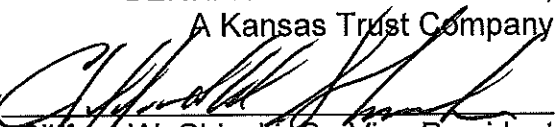
J. Amendment: Filing of Trust Document. A copy of this Trust Agreement shall be kept on file at the offices of the Trustee in Overland Park, Kansas, and a copy hereof shall be sent to the Trustee of each Participating Trust. This Trust Agreement may be amended from time to time by the Trustee. Any amendment so made shall be binding upon all persons, on the effective date of the amendments, including without limitation all the Participating Trusts and the Trustees and settlors thereof, and shall be filed in the offices of the Trustee in Overland Park, Kansas with the original Trust Agreement and with such regulatory agencies as may be required by applicable law or regulation. Notice of the adoption of each such amendment shall be sent to the Trustee of each Participating Trust. This Trust Agreement and all amendments hereto shall be available for inspection on business days during normal business hours by any settlor or Trustee, or any person designated in writing for that purpose by any settlor or Trustee, of a Participating Trust.

K. Representation by Trustee in Proceeding. In any judicial proceeding affecting any Trust asset, each Trustee of a Participating Trust and each person having or claiming to have any interest in any Participating Trust or in the Funds shall be deemed to be fully represented by the Trustee for all purposes if the Trustee shall be a party to such proceeding and by virtue of such representation shall be deemed to be duly before the tribunal in which such proceeding is pending.

L. Governing Law. This Trust Agreement has been made in the State of Kansas and shall be governed by and construed in accordance with the Employee Retirement Income Security Act of 1974, as amended, and, to the extent consistent with such Act, the laws of the State of Kansas and of the United States and all rules and regulations promulgated from time to time under the authority of such laws. The Trust will at all times be maintained as a domestic trust in the United States.

IN WITNESS WHEREOF, The Benefit Trust Company has caused this Plan of the Investors Master Trust for Employee Benefit Plans to be restated, amended, executed, and its seal to be hereunto affixed, all by its proper officers thereunto duly authorized as of this 1st day of July, 2009 to become effective as of July 1, 2009.

BENEFIT TRUST COMPANY,
A Kansas Trust Company

By 
Clifford W. Shinski, Sr. Vice President

Attest:

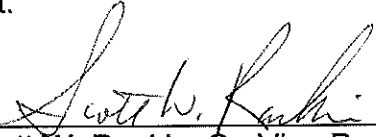
By 
Scott W. Rankin, Sr. Vice President

EXHIBIT A

THE INVESTORS MASTER TRUST FOR EMPLOYEE BENEFIT TRUSTS

The following Funds and share classes are currently authorized under the Declaration of Trust of the Investors Master Trust For Employee Benefit Trusts:

<u>FUND NAME</u>	<u>CUSIP NUMBER</u>
Benefit Meritage Growth Equity Fund	461646 309
Benefit Meritage Growth Equity Fund, Class "I"	461646 408
Benefit Meritage Growth Equity Fund, Class "R"	461646 507
Benefit Meritage Value Equity Fund	461646 200
Benefit Meritage Value Equity Fund, Class "I"	461646 606
Benefit Meritage Value Equity Fund, Class "R"	461646 705
Benefit Meritage Bond Fund	461646 101
Benefit Stadion Conservative ETF Trust Class "5"	461646 804
Benefit Stadion Moderate ETF Trust Class "5"	461646 887
Benefit Stadion Growth ETF Trust Class "5"	461646 879
Benefit Stadion Pension Plan Trust Class "5"	461646 861

EXHIBIT B

Investment Authorization Agreement

Name of the Participating Plan ("Plan"):

Plan Sponsor/Investment Fiduciary:

Address: _____

City, State Zip: _____

Phone Number: _____

Plan Sponsor Tax ID Number: _____ **Plan Number:** ___ (e.g., plan number assignment typically starts with 0 0 1 for plans providing retirement benefits.)

For Plans participating in the _____ Funds:

Whereas, the Plan named above is an employer-sponsored qualified retirement plan, established pursuant to the terms and provisions of a certain trust agreement, and in accordance with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"); and

Whereas, the Plan Sponsor/Investment Fiduciary has full power and authority to direct investment of the assets of the Plan and, in that regard, now desires to direct investment of certain assets in the _____ (collectively, the "Funds") established by Benefit Trust Company ("BTC") under the Investors Master Trust for Employee Benefit Trusts, effective July 1, 2009, as amended from time to time (the "Declaration of Trust"); and

Whereas, BTC is willing to accept such direction from the undersigned as authorized signers and representatives of the Plan Sponsor for investment in the Funds contingent upon compliance by the Plan Sponsor/Investment Fiduciary with the terms and conditions set forth herein:

Now, therefore, BTC and the Plan Sponsor/Investment Fiduciary agree as follows:

1. The Plan Sponsor/Investment Fiduciary or the duly appointed investment manager for the Plan directs investment of the assets of the Plan in the Funds and, in connection with such direction, the Plan Sponsor/Investment Fiduciary, acknowledges receipt of the Declaration of Trust. The Declaration of Trust, as it may be amended from time to time, is hereby incorporated by

reference into this Agreement and Plan Sponsor/Investment Fiduciary agrees that the Plan is bound by its terms.

2. The Plan Sponsor/Investment Fiduciary represents and warrants as follows:
 - (a) It is a fiduciary with respect to the Plan and has full authority to enter into this Agreement on behalf of the Plan;
 - (b) The Plan is a trust which is exempt from tax under Sections 401 and 501 of the Code, and may invest in the Funds without adversely affecting the Funds' continued tax-exempt status under Section 501 of the Code;
 - (c) The Funds are an authorized investment for the Plan under the Plan's governing documents, including the investment objectives for the Plan as established by the Plan Sponsor/Investment Fiduciary.
 - (d) The Plan's trust provisions incorporate the Declaration of Trust by general or specific reference.
3. The Plan Sponsor/Investment Fiduciary will promptly notify BTC of any action or development which jeopardizes any of the representations or warranties made herein.
4. Where an investment manager has been appointed by the Plan Sponsor, the Plan Sponsor/Investment Fiduciary is responsible for notifying the investment manager of the restrictions and limitations set forth above.
5. BTC shall be responsible only for the investment and custody of the assets accepted by it, and shall have no other duties except as specified in the Declaration of Trust.
6. This Agreement may be terminated by BTC upon 90 days advance written notice to the Plan Sponsor/Investment Fiduciary.
7. The Plan Sponsor/Investment Fiduciary acknowledges the following:

As Trustee of the Investors Master Trust for Employee Benefit Trusts, BTC will charge an annualized fee for trustee, investment and administrative services equivalent to a percentage of assets invested in the Funds as follows:

Fund Name	Fees paid to BTC for trustee services	Fees paid to for investment advisory services	Fees paid to various recordkeepers for administrative services	Total expenses of the Funds

The fees will be calculated and accrued daily in the Funds' net asset value and will be paid from the Funds' assets monthly. BTC may modify these fees periodically. In that event, the Plan Sponsor/Investment Fiduciary will receive notice of the modified fee amount.

Dated: _____

Accepted: _____

Plan Sponsor/Investment Fiduciary

Benefit Trust Company

By _____

By _____

Its _____

Its _____