

**CLASSIFIED EMPLOYEES' RETIREMENT PLAN
FOR THE CITY OF STAMFORD, CONNECTICUT**

TRUST AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of July, 1997, by and between the City of Stamford, Connecticut, (the "Employer") and the members of the Board of Trustees of the Classified Employees' Retirement Fund (the "Trustee" or "CERF Board"), acting herein as trustee under the trust hereinafter identified,

W I T N E S S E T H T H A T :

WHEREAS, the Employer established a defined benefit pension plan for the benefit of certain Classified and certain Unclassified Employees known as the Classified Employees' Retirement Plan (the "Plan"); and

WHEREAS, under said Plan, funds are being held in trust for the benefit of participating employees; and

WHEREAS, the Employer desires the Trustee to hold and administer such funds in trust, and the Trustee is willing to do so, under the terms herein provided;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the Employer and the Trustee declare and agree as follows:

I.

Definitions

As used in this Trust Agreement, unless otherwise expressly provided, the following words and phrases shall have the following meanings:

“CERF Board” shall mean the Classified Employees Retirement Fund Board of Trustees (“CERF Board”) created for the purpose of administering the Plan and acting as Trustee, or any one or more of its duly authorized members.

“Charter” shall mean the Charter of the City of Stamford, Connecticut.

“Employer” shall mean the City of Stamford, Connecticut.

“Fund” shall mean all of the cash, securities and other property from time to time held by the Trustee pursuant to the terms of the Trust Agreement.

“Plan” shall mean the Classified Employees’ Retirement Plan (for the City of Stamford, Connecticut) as amended from time to time.

“Trust Agreement” shall mean this indenture including any and all amendments thereto and modifications thereof.

“Year” shall mean a twelve (12) month period running from the first of July through the end of the following June.

II.

General

1. The Employer hereby establishes with the Trustee a Trust, which shall constitute a part of the Plan and shall consist of such sums of money and other property as shall from time to time be held by, paid or delivered to the Trustee under terms of the Plan.

2. The Trustee covenants and agrees it will hold in Trust as Trustee hereunder, for the uses and purposes and upon the terms and conditions hereinafter stated, all such sums of money and other property from time to time received by it, all of which, together with the income therefrom, shall constitute the Fund.

3. The Trustee shall hold, manage, invest and reinvest the Fund pursuant to the provisions hereinafter set forth, and shall collect the income therefrom which upon receipt shall be merged into and become a part of the Fund. The Trustee shall select one or more trust companies or banks authorized to do business in this State to be custodian of the assets of the Fund, and one or more investment managers to invest the assets of the Fund.

4. The Trustee shall make payments and transfers from and otherwise deal with the Fund. The Trustee shall be responsible only for the sums and other property actually received by it as Trustee hereunder.

III.

Investments

1. Subject to such limitations as set forth in the Charter, the Trustee may invest the Fund, without distinction between principal and income, in cash, in cash equivalents, in money market funds, in other short term investments, in real estate, in mutual funds, in collective trust funds, in shares of stock (common or preferred), bonds (including bonds issued by the City of Stamford or State of Connecticut), notes, mortgages, or other securities, in a group annuity, group deposit or other investment contract issued by an insurance company, or in any other manner, as it may deem advisable except as and to the extent that the Fund or a portion thereof is being invested as directed by an investment manager appointed by the Trustee.

2. The Trustee may retain in cash and uninvested such amounts or portions of the Fund as it shall in its discretion deem necessary or advisable.

IV.

Distributions and Payments

1. The Trustee shall make payments and distributions from the Fund by a majority vote of the CERF Board of those present, as in accordance with the Plan and Charter.

2. All investment expenses, including brokerage costs, Federal and State transfer taxes, shipping expenses and charges of correspondent banks of the Trustee and any and all taxes, including interest and penalties in connection therewith, which may be levied or assessed under existing or future laws against or with respect to the Trustee, the Fund or the income thereof, shall be a charge against the Fund, and the Employer shall not be liable therefor.

3. The Trustee shall serve without compensation. Except as otherwise provided in the Charter, the Plan and this Agreement, the proper and necessary expenses and charges of administering the Fund may be paid out of the Fund to the extent not paid by the Employer either directly or by reimbursement to the Fund. No person who is an employee of the Employer or a participant in the Plan shall receive any compensation for his services as a Trustee.

4. If sufficient cash is not available at any time to pay any distribution or other expenditure which is payable out of the Fund, the Trustee may either sell so much of the property constituting the Fund as may be necessary to provide cash to make such payment.

V.

General Powers and Privileges
of the Trustee

1. The Trustee shall have all of the powers, authority and discretion conferred upon the Trustee by Charter or other applicable law. Without limiting the foregoing, the Trustee is hereby authorized and empowered as follows with respect to any and all property at any time forming a part of the Fund and with respect to the administration of the Fund:

(a) To purchase, sell, option, exchange, transfer, assign, convey or otherwise acquire or dispose of the same in such manner and upon such terms as it may approve, including at public or private sale, for cash or other property, or on credit, or any combination of cash, other property or credit (including the giving or taking back of purchase money mortgages), and to do all acts, including to execute and deliver any and all conveyances or other instruments, necessary or convenient in connection therewith, and to join in any partition proceedings.

(b) To vote any corporate stock by proxy or otherwise, with or without discretionary powers and power of substitution, or to refrain from voting the same, and to cooperate in carrying out any plan for the consolidation, merger, dissolution, liquidation, foreclosure, lease or sale of the property, reorganization or readjustment of the capital or financial structure of any corporation, company or association, and to take all measures reasonably incident thereto, including the deposit of securities and the payment of assessments, expenses and other sums of money.

(c) To employ such accountants, counsel and other agents as the Trustee in its discretion may deem necessary or advisable, and to pay or to provide for the payment for the services of such agents as herein provided.

(d) To compromise and settle, upon such terms as the Trustee may deem advisable, any and all claims and demands in favor of or against the Fund.

(e) To borrow such sum or sums of money from time to time as the Trustee shall deem necessary or advisable and, in connection therewith, to execute and deliver in its name as Trustee hereunder one or more promissory notes evidencing the sum or sums so borrowed, and to pledge all or a part of the property of the Fund as security for the payment of the interest and principal of such notes.

(f) To take and hold any investment held as part of the Fund in its own name, in its name as Trustee, or in the name of a nominee, with or without the addition of words indicating that such investments are held in a fiduciary capacity, and to hold any investment in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Fund.

(g) To lease any real estate upon such terms and conditions and for such periods of time as they may in their discretion determine; to repair, improve, alter or demolish buildings on any real property, and in all respects to manage and deal with any and all lands and buildings as freely and to the same extent as if owned by them in their individual capacity.

(h) To renew or extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Fund or the preservation of the value of the investment; to waive any default, whether in the performance of any covenant or

condition of any mortgage or in the performance of any guarantee, or to enforce any such default in any such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid in property on foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond secured by such mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect to any mortgage or guarantee.

2. Notwithstanding anything to the contrary herein contained, the Trustee may appoint an investment manager or managers, as defined in Section 3(38) of the Employee Retirement Income Security Act of 1974, to direct the investment and reinvestment of any such investment accounts. The accounts, books and records of the Trustee shall reflect any such segregation.

3. Except as otherwise expressly provided herein, any authorization, direction, instruction, notice, request, consent, approval, waiver or other instrument to be delivered or furnished by the Trustee shall be signed by a majority of the members of the CERF Board, unless by majority the CERF Board allows for signature by the Board Chairman. All things to be done and all action to be taken by the Employer affecting the Trustee shall be evidenced by a certificate signed by an authorized officer of the Employer.

4. The Trustee shall be liable for its doings only to the extent set forth and upon the conditions provided in the Plan and Charter with respect to fiduciaries of the Plan. To the extent permitted by state or federal law, the Employer shall indemnify the Trustee against and from any liability whatsoever for, with respect to or arising out of any action taken or done in good faith in the performance of their duties under the Plan and this Trust Agreement.

5. No purchaser, transfer agent or registrar upon any sale by the Trustee shall be bound to see to the application of the purchase money arising therefrom, or to inquire into the validity, expediency or propriety of any such sale, and no seller, transfer agent or registrar upon any purchase by the Trustee shall be bound to inquire into the validity, expediency or propriety of such purchase.

6. The Trustee shall act by a majority vote of its members. Individual Trustees may enter into a written agreement among themselves, to allocate specific responsibilities, obligations and duties among themselves, in which event those Trustees to whom a specific responsibility, obligation or duty has not been delegated shall be free from liability for breach of the same by a co-fiduciary to the fullest extent permitted by law. Except as may otherwise be provided by such a written agreement, acts and decisions of the Trustees shall be by a majority of the Trustees either at a meeting or by a writing signed by a majority of the Trustees. A majority of the Trustees may sign on behalf of all, any papers required by any person or entity dealing with the Plan or Trust.

VI.

Accounting

1. With respect to the Plan, the Trustee (or its delegatee) shall keep accurate and detailed accounts of all investments, receipts and disbursements and other transactions hereunder, and all accounts, books and records relating thereto shall be open to inspection at all reasonable times by the Employer.

2. Within seventy-five (75) days following the end of each Year, the Trustee shall prepare and furnish to the Employer a statement of its accounting with respect to the Fund for the

Year, including the Fund's year-end total cost and market value, yield, total contributions of employees and the Employer (separately stated) and unfunded vested and prior-service liabilities.

VII.

Appointment and Resignation of Trustee

1. Members of the CERF Board may resign at any time upon giving thirty days' written notice to the Mayor of the City of Stamford. In the event of the resignation or disqualification of one or more but less than all the Trustees, the remaining Trustee or Trustees shall have and exercise all authority herein conferred upon the Trustee until a successor or successors is/are elected by the members or appointed in accordance with the Charter.

2. In the event of the resignation or disqualification of a Trustee, a successor shall be determined in accordance with the Charter.

VIII.

Amendment

1. Subject to the provisions of paragraph I of Article IX hereof, this Trust Agreement may be amended or modified at any time and from time to time by a supplemental indenture between the Trustee and the Employer. No such amendment or modification shall be operative to divest the whole or any part of the interest of any person in the Fund or under the Plan.

IX.

General Provisions

1. The Fund has been created by the Employer for the exclusive benefit of eligible Plan Participants and their Beneficiaries as said terms are used in the Plan. No part of the corpus or income of the Fund shall be used for or diverted to any purpose or purposes other than for the

exclusive benefit of such employees and their beneficiaries and for expenses as herein provided, nor shall the same in any event or at any time revert or inure to the benefit of the Employer, except as expressly provided by the Plan.

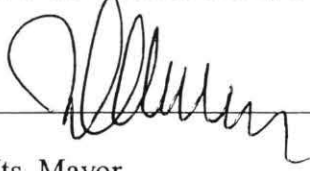
2. All matters pertaining to the interpretation, construction, validity, and effect of the Trust Agreement shall be determined and decided in accordance with the law of the State of Connecticut.

3. Whenever it shall be necessary that a certified copy of the Trust Agreement be furnished to any person, firm, corporation, stock transfer agent or registrar, it shall be sufficient if such certification is executed by a Trustee for the time being hereunder, and any such person, firm, corporation, stock transfer agent or registrar shall be privileged, without liability on its part, to accept and rely upon an instrument so certified by a Trustee as a true, correct and complete copy of the Trust Agreement.

4. The Plan is intended by the Employer to provide a system of deferred compensation for the support of Participants, Beneficiaries and their families related to the loss of earning power upon death, disability or retirement. Except as herein or elsewhere in the Plan expressly provided, no benefits under the Plan shall be subject in any manner to be anticipated, alienated, sold, transferred, assigned, pledged, encumbered or charged, and any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void; nor shall any such benefits in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to such benefits and in particular, to the maximum extent permitted by law, such benefits shall not be subject to any process of attachment, garnishment, execution or other legal or equitable process.

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement in one or more counterparts, each of which shall be deemed to be an original, as of the day and year first above written.

THE CITY OF STAMFORD, CONNECTICUT

By  _____
Its Mayor

BOARD OF TRUSTEES OF THE
CLASSIFIED EMPLOYEES' RETIREMENT FUND

By  _____
Secretary, CERF *DENNIS C. MURPHY*