

KABALA & GEESEMAN

*A Professional Corporation
Attorneys-At-Law*

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**The Waterfront
200 First Avenue
Pittsburgh, Pennsylvania 15222-1575**

**PHONE (412) 391-1334
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**Southmont Park Complex
307 State Street
Johnstown, Pennsylvania 15905
(814) 255-2648**

**Stewart R. Snodgrass
Herbert G. Sheinberg
Of Counsel**

**John Michael Studeny
Special Counsel**

May 6, 1997

D970000000013

**Divisions of Corporation
P.O. Box 6327
Tallahassee, Florida 32314**

**Re: SJB Enterprises, Inc.
Our File No.: 3142-12**

**100002172631--9
-05/09/97--01030--001
****350.00 ****350.00**

Gentlemen:

Please find enclosed the following for filing:

- 1. Affidavit to the Secretary of State of Florida to File or Qualify SJB Enterprises, Inc. to do business in the State of Florida.**
- 2. A copy of the Declaration of Trust approved by the Commonwealth of Pennsylvania on December 28, 1993.**
- 3. A check in the amount of \$350.00 to cover the cost of the filing of the above Affidavit.**

Please send to me evidence of this filing as soon as possible.

Please call if you have any questions.

Very truly yours,


SAMUEL A. LANDMAN

**SAL/gav
Enclosure**

cc: Mr. Thomas E. Bernstein

*Ok to file
this way
per KB
& BC*

5/6/2

5/9/97 2:19 PM

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May 30, 1997

**Divisions of Corporations
409 East Gaines Street
Tallahassee, FL 32399**

**Re: SJB Enterprises, Inc.
Our File No.: 3141-12**

Attn: Sharon

Dear Sharon:

As per your conversation with Geri, from my office, please find enclosed the original of the Resolution of the Board of Directors of SJB Enterprises, Inc. adopting the name "Leeds Leather Products" for use in Flordia.

Please call if anything further is needed.

Very truly yours,


SAMUEL A. LANDMAN

SAL/gav

Enclosure



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

May 13, 1997

SAMUEL A. LANDMAN
KABALA & GEESEMAN
THE WATERFRONT 200 FIRST AVE.
PITTSBURGH, PA 15222-1575

SUBJECT: SJB ENTERPRISES, INC.
Ref. Number: W97000011020

We have received your document for SJB ENTERPRISES, INC. and your check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity. Simply adding "of Florida" or "Florida" to the end of an entity name **DOES NOT** constitute a difference. Please select a new name and make the substitution in all appropriate places. One or more words may be added to make the name distinguishable from the one presently on file.

When the document is resubmitted, please return a copy of this letter to ensure that your document is properly handled.

If you have any questions about the availability of a particular name, please call (904) 488-9000.

The Declaration of Trust certification must be notarized.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6067.

Neysa Culligan
Document Specialist

Letter Number: 397A00025480

05-27-97 11:01AM

TO 614123916984

P002

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUN -2 PM 2:20

TRUSTEES
RESOLUTION OF BOARD OF ~~DIRECTORS~~

(Please print or type)

I, the undersigned Bruce B. Weiner, do hereby certify
(Name)

that this Resolution of the Board of ~~Directors~~ ^{Trustees} of
SJB Enterprises, Inc.

~~Trust~~ (Corporate Name)

a corporation duly organized and existing under the laws of the State of Pennsylvania,

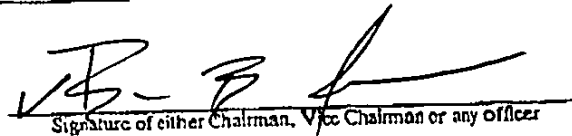
was duly adopted on 12-28-93, 19 .

Be it resolved, that SJB Enterprises, Inc.
~~Trust~~ (Corporate Name)

organized and existing in the State of Pennsylvania, hereby adopts the name

Leeds Leather Products a Pennsylvania Business Trust for use in Florida.

Dated: May 27, 1997


Signature of either Chairman, Vice Chairman or any officer

Bruce B. Weiner, Chairman
Type or print name

**AFFIDAVIT TO THE SECRETARY OF STATE OF FLORIDA
TO FILE OR QUALIFY**

LEEDS LEATHER PRODUCTS

A Pennsylvania Business **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of Leeds Leather Products


(Name of Trust)

a Pennsylvania Business Trust hereby affirms in order to file or qualify

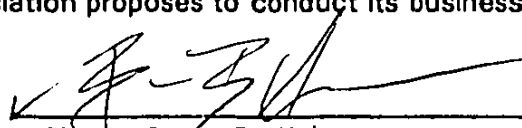
(State)

Leeds Leather Products a Pennsylvania Business Trust, in the State of Florida.

(Name of Trust)

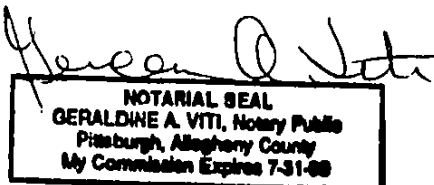
1. Two or more persons are named in the Trust.
2. The principal address is 1125 Gulf Of Mexico Drive, Apt. 401
LongBoat Key, Florida 34228
3. The registered agent and office in the State of Florida is:
Mr. Thomas E. Bernstein
1125 Gulf of Mexico Drive, Apt. 401, LongBoat Key, Florida 34228
4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.


(Signature of Registered Agent)
Thomas E. Bernstein
5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.



Name: Bruce B. Weiner
Chairman of the Board of Trustees

NOTARY



FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUN -2 PM 2:00

Filed in the Department of
State on DEC 28 1993


Secretary of the Commonwealth

2500577
DEED OF TRUST

SJB ENTERPRISES, INC.
(a Pennsylvania business trust)

93 DEC 28 AM 10:20

PA DEPT. OF STATE

SJB ENTERPRISES, INC.

DEED OF TRUST

THIS INDENTURE is made as of the 27th day of December, 1993, by and between BRUCE B. WEINER and THOMAS E. BERNSTEIN, individuals residing in the Commonwealth of Pennsylvania (hereinafter collectively referred to as the "Settlor"), and BRUCE B. WEINER and THOMAS E. BERNSTEIN, individuals residing in the Commonwealth of Pennsylvania (hereinafter collectively referred to as the "Trustee").

WITNESSETH THAT:

WHEREAS, the Settlor desires to form a business trust under and in accordance with Chapter 95 of Title 15 of the Pennsylvania Consolidated Statutes (15 Pa.C.S.A. §9501 et seq., hereinafter known as the "Pennsylvania Business Trust Act"), for the purpose or purposes of engaging in any lawful act or activity for which business trusts may be organized under and in accordance with the provisions of the Pennsylvania Business Trust Act, and the Trustee accepts the trust established hereunder.

NOW, THEREFORE, the Settlor hereby expressly declares that there is created a business trust which exists subject to the Pennsylvania Business Trust Act, and transfers and delivers unto the Trustee of said business trust and its successors the property listed on Schedule A attached hereto,

TOGETHER with all the estate, right, title and interest of the Settlor in and to the same.

TO HAVE AND TO HOLD said property, together with any additions thereto, accumulations thereon, and changes therein (hereinafter referred to as the "Trust Estate"), IN TRUST under and in accordance with the Pennsylvania Business Trust Act as herein set forth below:

ARTICLE I

Name and Definition

Section 1.1. Name. This Trust shall be known as "SJB Enterprises, Inc." So far as may be practicable, legal and convenient, the affairs of the Trust shall be conducted and transacted under that name, which name shall not refer to the Trustees individually or to the beneficiaries of the Trust.

FILED
SECRETARY OF TREASURY
DIVISION OF
97 JUN -2 PM 2:20

Section 1.2. Definitions. Whenever used herein, unless otherwise required by the context or specifically provided:

(a) The term "By-laws" as used herein shall mean such by-laws as shall from time to time be adopted by the Trustee, containing such provisions not inconsistent with law or this Deed of Trust, relating to the business of the Trust, the conduct of its affairs and its rights or powers or the rights or powers of the owners of beneficial interest in, and the Trustee, officers or other agents of, the Trust.

(b) The term "Shares" as used herein shall mean the equal proportionate units of interest into which the beneficial interest of the Trust shall be divided from time to time, including fractions of Shares as well as whole Shares. Initially, there shall be two (2) classes of Shares, Class "A" Common Voting Stock and Class "A" Common Non-Voting Stock.

(c) The term "Shareholders" as used herein shall mean the record owners of Shares.

(d) The term "Trust" as used herein shall mean SJB Enterprises, Inc., the business trust established hereunder.

(e) The term "Trustee" as used herein shall mean any person or entity who serves as Trustee hereunder in their capacity as Trustee of the Trust, and their successors for the time being in office as Trustees hereunder.

ARTICLE II Purpose and Nature of Trust

Section 2.1 Purpose of the Trust. The purpose of the Trust is to engage in the sale of luggage and to engage in such other lawful acts or activities for which business trusts may be organized under the laws of the Commonwealth of Pennsylvania as the Trustees may determine from time to time and in general to carry on any other acts in connection with or arising out of the foregoing and to have and exercise all powers that are available to business trusts formed under the laws of the Commonwealth of Pennsylvania and to do any or all of the things herein set forth to the same extent as natural persons might or could do.

Section 2.2 Nature of Trust. The Trust is a business trust of the type referred to in §9501(a) of the PA Code. Pursuant to Section 9501(c) of the PA Code, the Trust shall not be deemed to be organized or created by or under the Pennsylvania Code or any other statute or to have the benefit of any state franchise for the purpose of existing law relating to taxation.

The Trust is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation or joint stock company or association, nor shall the Trustees or the Beneficiary or any of them for any purpose be deemed to be or be treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers or as agents of one another. The relationship of the Beneficiary to the Trustees shall be solely that of the beneficiary of the Trust and its rights shall be limited to those conferred upon it by this Agreement.

ARTICLE III Beneficial Interests

Section 3.1. Shares of Beneficial Interest. The beneficial interest of the Trust shall at all times be divided into transferable Shares, having a par value of Ten Dollars (\$10.00) per share, which, when issued, shall be fully-paid and non-assessable. Each of the Shares shall represent an equal proportionate interest in the assets and liabilities of the Trust with each other of the Shares, none having priority or preference over the other with regards to liquidation or dividend rights. Provided, however, only Class "A" Common Voting Shares will be entitled to any voting powers whatsoever.

Section 3.2. Authorized Shares. The total number of Shares which the Trustee shall have authority to issue is Ten Thousand (10,000) Shares of Class "A" Common Voting Stock, par value Ten Dollars (\$10.00) per share and Ten Thousand (10,000) Shares of Class "A" Non-Voting Stock, par value Ten Dollars (\$10.00) per share.

Section 3.3. Voting Rights. Only Class "A" Common Voting Shares shall have voting rights as provided in Article VII hereof.

Section 3.4. Dividends. The holders of the Shares shall be entitled to receive dividends when and as declared with respect to the Shares, in the manner provided in Article VIII hereof.

Section 3.5. Ownership of Shares. The ownership of Shares shall be recorded on the books of the Trust or a transfer agent. The Shares shall be freely transferable by the Shareholders. The record books of the Trust or any transfer agent, as the case may be, shall be conclusive as to the identity of the Shareholders and as to the number of Shares held from time to time by each of the Shareholders.

Section 3.6. Investment in the Trust. After the date of the initial contribution of capital, the number of Shares issued in return for the initial contribution shall be considered as outstanding and the money or other property received by the Trustee on account of the contribution shall be treated as an asset of the Trust.

Section 3.7. Preemptive Rights. The Shareholders shall have no preemptive rights to subscribe to any additional Shares or other securities issued by the Trust.

ARTICLE IV The Trustees

Section 4.1. Management of the Trust. The business and affairs of the Trust shall be managed by the Trustee; and the Trustee shall have all powers necessary and desirable to carry out their responsibility hereunder.

Section 4.2. Election of Trustees at Meeting of Share-holders. The Shareholders shall elect the Trustees periodically as prescribed by the By-laws.

Section 4.3. Term of Office Of Trustee. The initial Trustee shall serve until the election of one or more successor Trustees at the first annual meeting of Shareholders subsequent to the establishment of this Trust to be held on the date specified in the By-laws. Thereafter, Trustees shall hold office for the term prescribed by the By-laws during the lifetime of this Trust, and until its termination as hereinafter provided. Notwithstanding the foregoing, (a) any Trustee may resign or withdraw from his, her or its office or retire therefrom at any time by written instrument signed by him, her or it and delivered to each of the Shareholders, which shall take effect upon the delivery thereof or upon such later date as may be specified therein; or (b) any Trustee may be removed at any time at any special or annual meeting of the Shareholders by a vote of a two-thirds (2/3) of the outstanding Shares entitled to vote.

Section 4.4. Termination of Service and Appointment of Trustee. In case of a vacancy on account of the death, resignation, withdrawal, retirement or removal of a Trustee, or on account of an increase in the number of Trustees, or for any other reason, such vacancy shall be filled by a vote of the Shareholders. Upon the acceptance of this Trust by any person who shall be appointed as Trustee, the Trust Estate shall vest in the new Trustee, together with the continuing Trustee (if any),

without any further act or conveyance; and such person shall be deemed to be a Trustee hereunder.

Section 4.5. Number of Trustees. The number of Trustees initially serving shall be two (2), for each year after the number of Trustees at any time shall be not less than two (2) nor more than four (4), as shall be determined from time to time by the Shareholders.

Section 4.6. Effect of Death, Resignation, Withdrawal, Retirement or Removal of Trustee. The death, resignation, withdrawal, retirement or removal of any Trustee shall not operate to annul or terminate the Trust or to revoke any existing agency created pursuant to the terms of this Deed of Trust.

Section 4.7. Ownership of Assets. The money and other property belonging to the Trust shall be held by the Trustee separate and apart from any assets now or hereafter held in any capacity other than as Trustee hereunder by the Trustee or any successor Trustee. All of the assets owned by the Trust shall at all times be considered as vested in the Trustee. No Shareholder shall be deemed to have a severable ownership interest in any specific asset or assets owned by the Trust or any right of partition or possession thereof; but each Shareholder shall have a proportionate undivided beneficial interest in the Trust.

ARTICLE V

Powers of the Trustee

Section 5.1. Powers in General. The Trustee in all instances shall act as principal and is and shall be free from the control of the Shareholders, except as otherwise expressly provided herein. The Trustee shall; have full power and authority to do any and all acts and to make and execute any and all contracts and instruments that he, she or it may consider necessary or appropriate in connection with the management of the Trust. The Trustee shall not be bound or limited by present or future laws or customs in regard to trust investments, but shall have full authority and power to make any and all investments which he, she or it, in their discretion, shall deem proper to accomplish the purposes of this Trust.

Section 5.2. Specific Powers. Without limiting the generality of those provisions set forth in Section 5.1 hereof, the Trustee shall have the following specific powers and authority, subject, however, to any applicable limitation contained in this Deed of Trust or in the By-laws:

(a) To accept in kind and retain any or all securities and other property, real or personal, which at any time may be or become a part of the assets of the Trust, as well as any property into which the same or any part thereof may be converted by reason of any reorganization, recapitalization, consolidation, merger, liquidation, exchange or other transaction, for such time as the Trustee shall deem advisable, notwithstanding the fact that any or all of such securities and other property so retained are of a character or size which, but for this express authority, would not be considered proper for the Trustee;

(b) To manage and operate any business in which business trusts may lawfully participate and which relates to or comprises any part of the Trust Estate, and to delegate the management and operation of such business where the Trustee deems such delegation to be advisable, with the objective of making a profit for the Shareholders; and to use other assets of the Trust for such purpose;

(c) To organize or acquire an interest in a partnership, either as general Partner or as a limited partner;

(d) To sell, convert, assign, convey, exchange, transfer or otherwise dispose of, or grant options with respect to, any or all securities or other property, real or personal, at any time constituting part of the assets of the Trust, at any public or private sale or by way of merger, reorganization, recapitalization, consolidation or other transaction, for such consideration and upon such terms and conditions as the Trustee shall deem advisable, and without liability on the part of the purchaser to see to the application of the purchase money or to inquire into the validity or propriety of such sales and to execute and deliver good and sufficient deeds for any real estate, conveying title free and clear of all trusts:

(e) To invest and reinvest the assets of the Trust or any part thereof in any other kind of property, real or personal, or part interest therein, including without limitation, mortgages or mortgage participation, partnership interests, common trust funds, common stocks, preferred stocks, bonds, notes and other securities;

(f) To borrow money for any purpose including, without limitation, the payment of the purchase price of any property, real or personal, acquired as part of the assets of the Trust from any source, including the Trustee; and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property;

4-12

(g) To vote, in person or by proxy, all securities held hereunder; to join in or to dissent from and oppose the reorganization, recapitalization, consolidation, merger, liquidation or sale of any corporation, partnership interest, business trust or properties; to exchange securities for other securities issued in connection with or resulting from any such transaction; to pay any assessment or expense which the Trustee may deem advisable for the protection of their interests as holders of any such securities; to deposit securities in any voting trust or with any protective or like committee or with a trustee or depository; to exercise any options appurtenant to any securities for the conversion thereof into other securities; and to exercise or sell any rights issued upon or with respect to the securities of any corporation or business trust, all upon such terms as the Trustee shall deem advisable;

(h) To prosecute, defend, compromise, arbitrate or otherwise adjust or settle claims in favor of or against the Trustee, the Trust or the assets of the Trust;

(i) To have or retain attorneys, auditors, bookkeepers or other agents and to employ persons to perform services as the situations require and charge income or principal for the fees or other compensation paid to them; to have and maintain banking, custodian, agency, investment and advisory accounts; and to maintain such accounts in the name of a nominee:

(j) To adopt By-laws of the Trust not inconsistent with law or this Deed of Trust; and to amend and repeal such By-laws to the extent that they do not reserve the right to the Shareholders:

(k) To elect and remove such officers of the Trust and appoint and terminate such other agents of the Trust as the Trustee shall consider appropriate;

(l) To delegate such authority as the Trustee may consider desirable to a committee or committees, including but not limited to an executive committee, or to any officers or other agents of the Trust;

(m) To pay dividends and make other distributions to the Shareholders in kind or in money, or partly in kind and partly in money, out of the assets of the Trust; and

(n) To acquire, own and dispose of Shares to the same extent as if he, she or it were not a Trustee.

Section 5.3 Parties to Contract.

(a) No contract or transaction between the Trust and one or more of its Trustees, officers or other agents, or between the Trust and any other trust, corporation, partnership, association or other organization in which one or more of its Trustees, directors or officers are trustees, directors or officers, or have a financial interest, shall be void or voidable solely for this reason or solely because such Trustee, officer or other agent is present at or participates in the meeting of the Trustees, or any committee thereof, which authorizes the contract or transaction, or solely because their votes are counted for such purposes, if (i) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Trustees or a committee thereof, and the Trustees or such committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Trustees, even though the disinterested Trustees be less than a quorum, (ii) the material facts as to the relationship or interest and as to the contract or transactions are disclosed or are known to the Shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by a vote of the Shareholders, or (iii) the contract or transaction is fair to the Trust as of the time it is authorized, approved or ratified by the Trustees, a committee thereof or the Shareholders.

(b) Common or interested Trustees may be counted in determining the presence of a quorum at a meeting of the Trustees or a committee thereof which authorizes the contract or transaction.

ARTICLE VI

Trustee's Expenses and Compensation

Section 6.1. Trustee Reimbursement. The Trustee shall be reimbursed from the assets belonging to the Trust for all of the Trustee's reasonable expenses incurred in connection with the administration and operation of the Trust including, without limitation, the cost of its organization, the cost of issuing Shares and the cost of indemnifying Shareholders, Trustees, officers and other agents under Article IX hereof. Nothing contained herein shall preclude the Trust from paying directly any such expenses and costs.

Section 6.2. Officer Compensation. The Trustee shall determine the compensation of all officers and other agents of the Trust whom they may elect or appoint.

ARTICLE VII
Shareholders, Voting Powers and Meetings

Section 7.1. Voting Powers. Any Shareholders owning Class "A" Common Voting Shares shall have power to vote (a) for the election of Trustees as provided in Sections 4.2 and 4.4 hereof, (b) for the removal of Trustees as provided in Section 4.3 hereof, (c) with respect to the amendment of this Deed of Trust as provided in Section 10.11 hereof, (d) with respect to such additional matters relating to the Trust as may be required by law, by this Deed of Trust or by the By-laws, and (e) with respect to such further additional matters as the Trustee, in his, her or its discretion, may deem to be desirable.

Section 7.2. No Cumulative Voting. There shall be no cumulative voting in the election of Trustees.

Section 7.3. Meetings of Shareholders. A meeting of Shareholders shall be held as specified in the By-laws at the principal office of the Trust or such other place within or without the Commonwealth of Pennsylvania as the Trustee may designate. Special meetings of the Shareholders may be called by the Shareholders, the Trustee or the President of the Trust in accordance with the procedures set forth in the By-laws.

Section 7.4. Additional Provisions. The By-laws may include further provisions with respect to votes of Shareholders and related matters.

ARTICLE VIII
Distributions and Redemptions

Section 8.1. Distributions. The Trustee may from time to time declare and pay to the Shareholders from the assets of the Trust dividends out of income and distributions out of principal. The amount of such dividends and distributions and the payment thereof shall be wholly in the discretion of the Trustee. All dividends and distributions with respect to Shares shall be distributed pro rata to the holders of the Shares in proportion to the number of Shares held by such holders and recorded on the books of the Trust or its transfer agent at the date and time of record established by the Trustee for the payment thereof.

Section 8.2. Principal and Income. Any income of the Trust not distributed to the Shareholders as dividends in any fiscal year of the Trust shall be added to principal to be invested as such.

Section 8.3. Redemptions. The Trustee shall have the right to cause the redemption of Shares for such purchase price payable in money or other property out of the assets of the Trust, in such amount determined from time to time by the Trustee in his, her or its discretion.

ARTICLE IX

Limitation of Liability and Indemnification

Section 9.1. Limitation of Personal Liability and Indemnification of the Shareholders.

(a) The Trustee, officers or other agents of the Trust shall have no power to bind any Shareholder personally or to call upon any Shareholder for the payment of any sum of money or assessment whatsoever, other than such as the Shareholder may at any time expressly agree to pay by way of subscription for any Shares or otherwise.

(b) No Shareholder or former Shareholder shall be liable solely by reason of his, her or it being or having been a Shareholder for any debt, claim, action, demand, suit, proceeding, judgment, decree, liability, or obligation of any kind against or with respect to the Trust arising from or out of any action taken or omitted for or on behalf of the Trust; and the Trust shall be solely liable therefor and resort shall be had solely to the assets of the Trust for the payment or performance thereof.

(c) Each Shareholder or former Shareholder, his, her or its respective heirs, personal representatives, successors and assigns shall be entitled to be indemnified and reimbursed by the Trust from the assets of the Trust to the full extent of such liability and the costs of any litigation or other proceedings in which such liability shall have been determined, including but not limited to the fees and disbursements of counsel if, contrary to the provisions of this Deed of Trust, such Shareholder or former Shareholder shall be held to be personally liable.

(d) The Trust shall, upon the request by a Shareholder or former Shareholder, assume the defense of any claim made

against any Shareholder for any act or obligation of the Trust and satisfy any judgment thereon.

Section 9.2. Limitation of Personal Liability of Trustees, Officers and Other Agents.

(a) No Trustee, officer or other agent of the Trust shall have the power to bind any other Trustee, officer or agent of the Trust personally. Each Trustee, officer or other agent of the Trust incurring any debts, liabilities or obligations, or in taking or omitting any other actions for or in connection with the Trust is, and each shall be deemed to be, acting as Trustee, officer or other agent of the Trust and not in his, her or its own individual capacity.

(b) No Trustee, officer or other agent of the Trust shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless the Trustee, officer or agent has breached or failed to perform the duties of his, her or its office and such breach or failure to perform constitutes self-dealing, willful misconduct or recklessness; provided, however, that the foregoing provision shall not eliminate or limit (i) the responsibility or liability of a Trustee, officer or agent pursuant to any criminal statute, or (ii) the liability of a Trustee, officer or agent for the payment of taxes pursuant to local, state or Federal law. Any repeal, modification or adoption of any provision inconsistent with this Section 9.2(b) shall be prospective only, and neither the repeal or modification of this Section 9.2(b) nor the adoption of any provision inconsistent with this Section 9.2(b) shall adversely affect any limitation on the personal liability of a Trustee, officer or agent existing at the time of such repeal or modification or the adoption of any such inconsistent provision.

Section 9.3. Express Exculpatory Clauses and Instruments. The Trustee shall use every reasonable means to assure that all persons having dealings with the Trust shall be informed that the property of the Shareholders and the Trustee(s), officers and other agents of the Trust shall not be subject to claims against or obligations of the Trust to any extent whatsoever. The Trustee shall cause to be inserted in any written agreement, undertaking or obligation made or issued on behalf of the Trust, including but not limited to certificates for Shares, an appropriate reference to the provisions of this Deed of Trust, providing that neither the Shareholders nor the Trustee(s), officers or other agents of the Trust shall be liable thereunder, and that the other parties to such instrument shall look solely to the assets of the Trust for the payment of any

claim thereunder or for the performance thereof; but the omission of such provisions from any such instrument shall not render any Shareholder or any Trustee, officer or other agent of the Trust liable therefor.

Section 9.4. Indemnification of Trustee, Officers and Other Agents.

(a) (i) The Trust shall indemnify and hold harmless to the full extent not prohibited by law, as the same exists or may hereinafter be amended, interpreted or implemented (but, in the case of any amendment, only to the extent that such amendment permits the Trust to provide broader indemnification rights than the Trust is permitted to provide prior to such amendment), each person who was or is made a party or is threatened to be made a party to or is otherwise involved in (as a witness or otherwise) any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative and whether or not by or in the right of the Trust or otherwise (hereinafter, a "proceeding"), by reason of the fact that he, she or it, or a person of whom he, she or it is the heir, executor, administrator, successor or assign, is or was a Trustee pursuant to this Deed of Trust, or an officer of the Trust or where the basis of such proceeding is any alleged action or failure to take any action by such Trustee or officer while acting in an official capacity on behalf of the Trust, against all expenses and liabilities, including but not limited to attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement (whether with or without court approval), actually incurred or paid by such person in connection therewith.

(ii) Notwithstanding the foregoing, except as provided in Section 9.4(b) below, the Trust shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Trustee.

(iii) Subject to the limitation set forth above concerning proceedings initiated by the person seeking indemnification, the right to indemnification conferred in this Section 9.4 shall be a contract right and shall include the right to be paid by the Trust the expenses incurred in defending any such proceeding (or part thereof) or in enforcing his, her or its rights under this Section 9.4 in advance of the final disposition thereof promptly after

receipt by the Trust of a request therefor stating in reasonable detail the expenses incurred; provided, however, that to the extent required by law, the payment of such expenses incurred by a Trustee or officer in advance of the final disposition of a proceeding shall be made only upon receipt of an undertaking, by or on behalf of such person, to repay all amounts so advanced if and to the extent it shall ultimately be determined by a court that he, she or it is not entitled to be indemnified by the Trust under this Section 9.4 or otherwise.

(iv) The right to indemnification and advancement of expenses provided herein shall continue as to a person who has ceased to be a Trustee or officer, and shall inure to the benefit of the respective heirs, executors, successors and assigns of such person.

(b) If a claim for indemnification under Section 9.4(a) hereof is not paid in full by the Trust within thirty (30) days after a written claim therefor has been received by the Trust, the claimant may, at any time thereafter, bring suit against the Trust to recover the unpaid amount of the claim and, if successful in whole or in part on the merits or otherwise in establishing his, her or its right to indemnification or to the advancement of expenses, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

(c) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of a final disposition conferred in Section 9.4(a) and the right to payment of expenses conferred in Section 9.4(b) shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses hereunder may be entitled under any by-law, agreement, vote of Shareholders, vote of Trustee(s) or otherwise, both as to actions in his, her or its or official capacity and as to actions in any other capacity while holding that office, the Trust having the express authority to enter into such agreements or arrangements as the Trustee deems appropriate for the indemnification of and advancement of expenses to present or future Trustees or officers as well as representatives or agents of the Trust in connection with their status with or services to or on behalf of the Trust or any other trust, corporation, partnership, joint venture or other enterprise for which such person is serving at the request of the Trust.

(d) The Trust may create a fund of any nature which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification

obligations, including its obligation to advance expenses, whether arising under or pursuant to this Section 9.4 or otherwise.

(e) The Trust may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer or representative of the Trust, or who is or was serving at the request of the Trust as a representative of another trust, corporation, partnership, joint venture or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his, her or its status as such, whether or not the Trust has the power to indemnify such person against such liability under the laws of the Commonwealth of Pennsylvania or any other state.

(f) Neither the modification, amendment, alteration or repeal of this Section 9.4 or any of its provisions nor the adoption of any provision inconsistent with this Section 9.4 or any of its provisions shall adversely affect the rights of any person to indemnification and advancement of expenses existing at the time of such modification, amendment, alteration or repeal or the adoption of such inconsistent provision.

ARTICLE X Miscellaneous

Section 10.1. Trust Not a Partnership. A business trust and not a partnership shall be created by this Deed of Trust.

Section 10.2. Trustee Action Binding. The exercise by the Trustee of its powers and authority hereunder shall be binding upon every interested party.

Section 10.3. Liability and Expert Advice. Except as provided in Section 9.2 hereof, the Trustee shall not be liable personally for errors of judgment or mistakes of fact or law. The Trustee may seek the advice of counsel or other experts with respect to the meaning and operation of this Deed of Trust and, subject to the provisions of Section 9.2 hereof, shall be under no liability for any act or omission in accordance with such advice or for failing to follow such advice.

Section 10.4. No Bond. The Trustee shall not be required to give any bond as such, nor any surety if a bond is required.

Section 10.5. Establishment of Record Dates. The Trustee may close the transfer books maintained with respect to the Shares for a period not exceeding sixty (60) days preceding the date of any meeting of Shareholders of the Trust, or the date for the payment of any dividend or the making of any distribution to Shareholders, or the date for the allotment of any other rights or for any change or conversion or exchange of Shares. In lieu of closing the Share transfer books, nevertheless, the Trustee may fix in advance a date, not exceeding sixty (60) days preceding the date of any meeting of Shareholders of the Trust, or the date for the payment of any dividend or the making of any distribution to Shareholders or the date for the allotment of any rights or for any change or conversion or exchange of Shares as a record date for the determination of the Shareholders entitled to notice of, and to vote at, any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend or distribution, or to any such allotment of rights or any such change or conversion or exchange of Shares: and, in the case of the fixing of such date, such Shareholders and only such Shareholders as shall be Shareholders of record on the date so fixed shall be entitled to notice of, and to vote at, such meeting, or to receive payment of such dividend or distribution, or to receive such allotment of rights or such change or conversion or exchange of Shares; as the case may be, notwithstanding, after the date so fixed, there occurs a transfer of any Shares on the books of the Trust maintained therefor. Furthermore, the Trustee may fix in advance a date, not exceeding sixty (60) days preceding the last day on which the consent or dissent of Shareholders may be expressed, for any purpose as a record date for the exercise of any right to give such consent or dissent; and, in the case of the fixing of such date, such Shareholders and only such Shareholders as shall be Shareholders of record on the date so fixed shall be entitled to exercise such right of consent or dissent, notwithstanding the transfer of any Shares on the books of the Trust maintained therefor after the date so fixed.

Section 10.6. Duration; Termination of Trust.

(a) Except as otherwise provided in this Section 10.5, the duration of the Trust shall be perpetual. The death, incapacity, bankruptcy, retirement, resignation or expulsion of any Trustee or Shareholder will not cause the dissolution of the Trust.

(b) The Trust may be terminated only by the vote or consent of a majority of the Shareholders.

(c) Upon the approval of the termination of this Trust by a majority of the Shareholders, the President and Secretary of the Trust shall execute a certificate certifying that the termination has been duly approved by the Shareholders. Such certificate shall constitute evidence of the termination of the Trust.

(d) Upon the termination of the Trust hereunder, the Trustee may sell or otherwise dispose of any assets of the Trust which they may determine to sell or dispose of; and, upon making provision for the payment of all obligations, taxes and other liabilities of the Trust, by assumption or otherwise, the Trustee shall distribute the proceeds of sale and dispose of the other assets of the Trust then remaining ratably among the holders of the Shares then outstanding.

(e) Upon the termination of this Trust and the distribution of the proceeds of sale and the disposition of the other assets of the Trust, the Trustee shall be discharged of and from all further duties and liabilities hereunder or with respect thereto; and the right, title and interest of the Trustee and the Shareholders in the Trust shall be cancelled.

(f) Upon the termination of the Trust hereunder, the Department of State of the Commonwealth of Pennsylvania shall be duly notified in accordance with the Pennsylvania Business Trust Act.

Section 10.7. Merger, etc. The Trustees may, with the prior approval of the Shareholders (a) merge or consolidate the Trust with and/or into, or sell, convey and transfer the assets of the Trust to, any person in exchange for shares or securities thereof, or beneficial interests therein, or other consideration.

Section 10.8. Registered Office of the Trust. The registered office of the Trust in the Commonwealth of Pennsylvania shall be 4431 William Penn Highway, Murrysville, Pennsylvania 15668, and the Trust shall continue to maintain an office at such address unless changed by the Trustee to another location in the Commonwealth of Pennsylvania. The Trust may maintain other offices within or without the Commonwealth of Pennsylvania as the Trustee may from time to time determine. The original, or a copy, of this Deed of Trust, and of any amendment or supplement hereto shall be kept at the registered office of the Trust in the Commonwealth of Pennsylvania where it may be inspected by any Shareholder.

Section 10.9. Filing of Trust. This Deed of Trust shall be filed with the Department of State of the Commonwealth

of Pennsylvania, as well as any other governmental office where the filing thereof may from time to time be required.

Section 10.10. Applicable Law. The Trust set forth in this Deed of Trust is created under, and shall be governed by and construed and administered according to, the laws of the Commonwealth of Pennsylvania. This Trust shall be of the type commonly called a business trust; and, without limiting the provisions hereof, the Trust shall have and may exercise all powers which may be exercised by such a trust.

Section 10.11. Headings. Headings of articles and sections are placed herein for convenience of reference only; and, in case of any conflict, the text of this Deed of Trust rather than the headings shall control.

Section 10.12. Amendments.

(a) Prior to the initial issue of Shares pursuant to Section 3.6 hereof, the Trustee then in office may amend or otherwise supplement this Deed of Trust by making an amendment or supplement hereto, which thereafter shall form a part thereof.

(b) Subsequent to such initial issue of Shares, the Trustee then in office may amend or otherwise supplement this Deed of Trust by making an amendment or supplement hereto, which thereafter shall form a part hereof: provided, however, that the Shareholders then holding a majority of the Shares then entitled to vote have approved such amendment or supplement.

(c) Any amendment or supplement to this Deed of Trust, including any restatement of this Deed of Trust in its entirety, may be evidenced by either (i) a supplement or amendment signed by the Trustee then in office and by the Shareholders, or (ii) a certificate of the President, Secretary and the Shareholders of the Trust setting forth such supplement or amendment and certifying that such supplement or amendment has been duly made by the Trustee and the Shareholders.

Section 10.13. Provisions of the Trust in Conflict with Law or Regulations. The provisions of this Agreement are severable, and if the Trustees shall determine, with or without the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") could have the effect of preventing the Trust from maintaining its status as a Pennsylvania business trust or are in conflict with other applicable federal or state laws or regulations, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement; provided, however, that such determination by the

Trustees shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted (including but not limited to the election of Trustees) prior to such determination. A certification signed by a majority of the Trustees setting forth any such determination and reciting that it was duly adopted by the Trustees, or a copy of this Agreement, with the Conflicting Provisions removed pursuant to such a determination, signed by a majority of the Trustees, shall be conclusive evidence of such determination when lodged in the records of the Trust. The Trustees shall not be liable for failure to make any determination under this Section. Nothing in this section shall in any way limit or affect the right of the Trustees to amend this Agreement as provided in Section 10.12.

Section 10.14. Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which shall be amend deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, being the Settlor and the Trustee, have executed this Deed of Trust as of the day and year first above written, intending to be legally bound hereby.

SETTLORS:

[Signature]

[Signature]

TRUSTEES:

By: [Signature]
Bruce B. Weiner

Name:

By: [Signature]
Thomas E. Bernstein