

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. ___)(1)

American International Group, Inc.
(Name of Issuer)

Common Stock
(Title of Class of Securities)

026874-107
(CUSIP Number)

Howard I. Smith
Vice Chairman-Finance and Secretary
70 Pine Street
New York City, NY 10270
Telephone: (212) 230-5050
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 7, 2006
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss.ss. 240.13d-1(e), 13d-1(f) or 240.13d-1(g), check the following box [].

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

(1) This Schedule 13D constitutes Amendment No. 1 to the Schedule 13D on behalf of Universal Foundation, Inc., dated February 21, 2006 (the "Universal Foundation 13D"), Amendment No. 1 to the Schedule 13D on behalf of The Maurice R. and Corinne P. Greenberg Family Foundation, Inc., dated February 21, 2006 (the "Greenberg Foundation 13D"), Amendment No. 3 to the Schedule 13D on behalf of Maurice R. Greenberg, dated November 23, 2005 (the "Maurice R. Greenberg 13D"), Amendment No. 3 to the Schedule 13D on behalf of Edward E. Matthews, dated November 23, 2005 (the "Edward E. Matthews 13D"), Amendment No. 5 to the Schedule 13D of Starr International Company, Inc., dated October 2, 1978 (the "Starr International 13D"), and Amendment No. 5 to the Schedule 13D for C. V. Starr & Co., Inc., dated October 2, 1978 (the "CV Starr 13D"). This Schedule 13D constitutes an amendment and restatement of the Universal Foundation 13D, the Greenberg Foundation 13D, the Maurice R. Greenberg 13D, the Edward E. Matthews 13D, the Starr International 13D and the CV Starr 13D in their entirety.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 026874-107

Page 2 of 20 Pages

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Maurice R. Greenberg

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions)

(a) [X]
(b) []

4 SOURCE OF FUNDS (See Instructions)

PF

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

United States of America

7 SOLE VOTING POWER

NUMBER OF
SHARES 2,902,938

8 SHARED VOTING POWER

BENEFICIALLY
OWNED BY 80,948,183

9 SOLE DISPOSITIVE POWER

EACH
REPORTING 2,902,938

10 SHARED DISPOSITIVE POWER

PERSON
WITH 80,948,183

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

83,851,121

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) [X]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

3.2%

14 TYPE OF REPORTING PERSON (See Instructions)

IN

SCHEDULE 13D

CUSIP No. 026874-107

Page 3 of 20 Pages

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Edward E. Matthews

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions) (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

PF

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

United States of America

NUMBER OF SHARES	7	SOLE VOTING POWER
		751,320
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER
		18,667,178
EACH REPORTING	9	SOLE DISPOSITIVE POWER
		751,320
PERSON WITH	10	SHARED DISPOSITIVE POWER
		18,667,178

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

19,418,498

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES (See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0.7%

14 TYPE OF REPORTING PERSON (See Instructions)

IN

SCHEDULE 13D

CUSIP No. 026874-107

Page 4 of 20 Pages

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Starr International Company, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions)

(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

WC

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Panama

7 SOLE VOTING POWER
NUMBER OF 308,905,397
SHARES

8 SHARED VOTING POWER
BENEFICIALLY 2,593,899
OWNED BY

9 SOLE DISPOSITIVE POWER
EACH 308,905,397
REPORTING

10 SHARED DISPOSITIVE POWER
PERSON 2,593,899
WITH

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
311,499,296

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES (See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

12.0%

14 TYPE OF REPORTING PERSON (See Instructions)

CO

SCHEDULE 13D

CUSIP No. 026874-107

Page 5 of 20 Pages

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

C. V. Starr & Co., Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions) (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

WC

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF	7	SOLE VOTING POWER
SHARES		0
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY		42,337,246
EACH	9	SOLE DISPOSITIVE POWER
REPORTING		0
PERSON	10	SHARED DISPOSITIVE POWER
WITH		42,337,246

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

42,337,246

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES (See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

1.6%

14 TYPE OF REPORTING PERSON (See Instructions)

CO

SCHEDULE 13D

CUSIP No. 026874-107

Page 6 of 20 Pages

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Universal Foundation, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions) (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

WK

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Panama

7 SOLE VOTING POWER
NUMBER OF 0
SHARES

8 SHARED VOTING POWER
BENEFICIALLY 2,593,899
OWNED BY

9 SOLE DISPOSITIVE POWER
EACH 0
REPORTING

10 SHARED DISPOSITIVE POWER
PERSON 2,593,899
WITH

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,593,899

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES (See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0.1%

14 TYPE OF REPORTING PERSON (See Instructions)

CO

SCHEDULE 13D

CUSIP No. 026874-107

Page 7 of 20 Pages

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

The Maurice R. and Corinne P. Greenberg Family Foundation, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions) (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

WK

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

New York

NUMBER OF	7	SOLE VOTING POWER
SHARES	0	
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY	381,507	
EACH	9	SOLE DISPOSITIVE POWER
REPORTING	0	
PERSON	10	SHARED DISPOSITIVE POWER
WITH	381,507	

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

381,507

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

<0.1%

14 TYPE OF REPORTING PERSON (See Instructions)

CO

Item 1. Security and Issuer

This Schedule 13D relates to shares of common stock, par value \$2.50 per share (the "Common Stock"), of American International Group, Inc., a Delaware corporation (the "Issuer"). The address of the principal executive offices of the Issuer is 70 Pine Street, New York, New York 10270.

Item 2. Identity and Background

(a), (b), (c) and (f): This Schedule 13D is being filed on behalf of Maurice R. Greenberg, a United States citizen ("Mr. Greenberg"), Edward E. Matthews, a United States citizen ("Mr. Matthews"), Starr International Company, Inc., a Panamanian corporation ("Starr International"), C. V. Starr & Co., Inc., a Delaware corporation ("CV Starr"), Universal Foundation, Inc., a Panamanian corporation ("Universal Foundation"), and The Maurice R. and Corinne P. Greenberg Family Foundation, Inc., a New York not-for-profit corporation (the "Greenberg Foundation", and together with Mr. Greenberg, Mr. Matthews, Starr International, CV Starr and Universal Foundation, the "Reporting Persons", and each, a "Reporting Person").

The principal business address and office for Mr. Greenberg is 399 Park Avenue, 17th Floor, New York, New York 10022. The principal occupation of Mr. Greenberg is serving as a director and Chairman of the Board of each of Starr International and CV Starr, and as the Chief Executive Officer of CV Starr. Mr. Greenberg is also a trustee of the C. V. Starr & Co., Inc. Trust (the "Starr Trust"), and a member, director and Chairman of the Board of The Starr Foundation.

The principal business address and office for Mr. Matthews is 399 Park Avenue, 17th Floor, New York, New York 10022. The principal occupation of Mr. Matthews is serving as Managing Director and a director of Starr International and a director and President of CV Starr. Mr. Matthews is also a trustee of the Starr Trust, and a member and director of The Starr Foundation.

Starr International is a holding company that operates in a number of lines of business, including commercial real estate, owning and operating a private golf club and maintaining an investment portfolio, including the Common Stock. Starr International also previously operated a deferred compensation profit participation plan for the benefit of executives of the Issuer. Starr International's principal office is Fitzwilliam Hall, Fitzwilliam Place, Dublin 2, Ireland and it also maintains an office at Mercury House - 101 Front Street, Hamilton HM12 Bermuda. The following are the executive officers and directors of Starr International, their addresses and their principal occupations:

Name and Address	Office	Principal Occupation
Maurice R. Greenberg	Chairman of the Board	(See above)
Edward E. Matthews	Managing Director and Director	(See above)
Lawrence Michael Murphy Mercury House 101 Front Street Hamilton HM12 Bermuda	President and Director	President of Starr International
Houghton Freeman 499 Taber Hill Road Stowe, VT 05672	Director	President, Freeman Foundation
Howard I. Smith 399 Park Avenue, 17th Floor New York, NY 10022	Director	Vice Chairman-Finance and Secretary of CV Starr
John J. Roberts Concordia Farms P.O. Box 703 Easton, MD 21601	Director	Senior Advisor, American International Group, Inc.
Ernest Stempel 70 Pine Street, 29th Floor New York, NY 10270	Director	Senior Advisor and Honorary Director, American International Group, Inc.
Cesar Zalamea Suite 1405-7	Director	President and Chief Executive Officer of Starr International

Each of the above officers and directors of Starr International is a United States citizen except Mr. Zalamea, who is a citizen of the Republic of the Philippines.

CV Starr is a holding company that operates in a number of lines of business, including owning a number of insurance agencies and holding an investment portfolio, including the Common Stock. CV Starr's principal office is 399 Park Avenue, 17th Floor, New York, New York 10022. The following are the executive officers and directors of CV Starr, their addresses and their principal occupations:

Name and Address -----	Office -----	Principal Occupation -----
Maurice R. Greenberg (See above)	Chairman of the Board and Chief Executive Officer	(See above)
Howard I. Smith (See above)	Vice Chairman-Finance and Secretary and Director	(See above)
Edward E. Matthews (See above)	President and Director	(See above)
J. Christopher Flowers 717 Fifth Avenue 26th Floor New York, NY 10022	Director	Chairman of J.C. Flowers and Co. LLC
Houghton Freeman (See above)	Director	(See above)
John J. Roberts (See above)	Director	(See above)
Cesar Zalamea (See above)	Director	(See above)

Each of the above officers and directors of CV Starr is a United States citizen except Mr. Zalamea, who is a citizen of the Republic of the Philippines.

Universal Foundation is a for-profit Panamanian investment holding company whose principal asset is the Common Stock. Universal Foundation's non-voting common stock is held by Starr International Charitable Trust (Bermuda) and its voting common stock is held by S. G. Cubbon, Stuart Osborne, Eligia G. Fernando, Cesar C. Zalamea and Aloysius B. Colayco. Its principal office is Mercury House, 101 Front Street, Hamilton HM 12, Bermuda.

The following are the executive officers and directors of Universal Foundation, their addresses and their principal occupations:

Name and Address	Office	Principal Occupation
Stuart Osborne Mercury House 101 Front Street Hamilton HM 12, Bermuda	President and Director	President of Universal Foundation
Eligia G. Fernando Mercury House 101 Front Street Hamilton HM 12, Bermuda	Director	Retired
Cesar C. Zalamea (See above)	Director	(See above)
Aloysius B. Colayco Argosy Partners 8th Floor, Pacific Star Building Makati City, Philippines	Director	Managing Director, Argosy Partners
Jennifer Barclay Mercury House 101 Front Street Hamilton HM 12, Bermuda	Secretary	Secretary of Universal Foundation
Margaret Barnes Fitzwilliam Hall Fitzwilliam Place Dublin 2, Ireland	Treasurer	Treasurer of Universal Foundation

Ms. Fernando, Mr. Zalamea and Mr. Colayco are citizens of the Republic of the Philippines and Mr. Osborne, Ms. Barclay and Ms. Barnes are citizens of the United Kingdom.

The Greenberg Foundation is a not-for-profit New York corporation which makes charitable grants from time to time in accordance with its policies. The Greenberg Foundation's principal office is 399 Park Avenue, 17th Floor, New York, New York 10022.

The following are the executive officers and directors of the Greenberg Foundation, their addresses and their principal occupations:

Name and Address	Office	Principal Occupation
Maurice R. Greenberg (See above)	Chairman and Director	(See above)
Corinne P. Greenberg 399 Park Avenue, 17th Floor New York, New York 10022	President and Director	President and Director, Greenberg Foundation
Jeffrey W. Greenberg 399 Park Avenue, 17th Floor New York, New York 10022	Vice President and Director	Vice President and Director, Greenberg Foundation
Evan G. Greenberg 399 Park Avenue, 17th Floor New York, New York 10022	Vice President and Director	President and Chief Executive Officer, ACE Limited
Lawrence S. Greenberg 399 Park Avenue, 17th Floor New York, New York 10022	Vice President and Director	President and Chief Executive Officer, ACE Limited
Shake Nahapetian	Treasurer	Administrative Assistant, CV Starr

Each of the above officers and directors of the Greenberg Foundation is a United States citizen.

(d) and (e): During the last five years, none of Mr. Greenberg, Mr. Matthews, Starr International, CV Starr, Universal Foundation, the Greenberg Foundation or the other individuals disclosed in Item 2(a) above has (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding has been or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

This Schedule 13D is being filed because, under the facts and circumstances described in Items 2, 5 and 6, the Reporting Persons may be deemed to be a group within the meaning of Section 13(d)(3) of the Act. This filing is not being made as a result of any particular acquisitions or dispositions of Common Stock by the Reporting Persons.

Item 4. Purpose of Transaction

Each of the Reporting Persons holds the securities reported herein for investment purposes and reserves the right, in light of its ongoing evaluation of the Issuer's financial condition, business, operations and prospects, the market price of the Common Stock, conditions in the securities markets generally, general economic and industry conditions, the Reporting Person's and Issuer's respective business objectives, and other relevant factors, at any time and as it deems appropriate, to change its plans and intentions, to increase or decrease its investment in the Issuer, or to engage in discussions with the Issuer and third parties or facilitate discussions between the Issuer and third parties exploring such actions. In particular, any one or more of the Reporting Persons may (i) purchase additional shares of Common Stock, (ii) sell or transfer shares of Common Stock in public or private transactions, (iii) enter into privately negotiated derivative transactions and/or public purchases and sales of puts, calls and other derivative securities to hedge the market risk of some or all of their positions in the Common Stock and/or (iv) take any other action that might relate to or result in any of the actions set forth in response to paragraphs (a) - (j) of Item 4 of Schedule 13D. Any such actions may be effected at any time or from time to time, subject to any applicable limitations imposed on the actions by the Securities Act of 1933, as amended, or other applicable law.

On January 9, 2006, CV Starr consummated the tender offer (the "Offer") commenced on December 1, 2005 after a complete tender by all eligible stockholders. The Offer was open to any person who was, as of December 1, 2005, not a director, officer, employee or otherwise employed by, or in a consulting relationship with, CV Starr or any subsidiary of CV Starr as determined by CV Starr, and was an owner as reflected on the books and records of CV Starr of shares of Common Stock, no par value per share ("CV Starr Common Stock"), of CV Starr, Class B Common Stock, no par value per share ("CV Starr Class B Common Stock"), of CV Starr, or Preferred Stock, no par value per share, including Special Preferred Stock, but excluding Series X-1 Preferred Stock ("CV Starr Preferred Stock"), of CV Starr, to pay to such persons in cash the product of (i) 142% times \$300.00 (which is equal to \$426.00) for each share of CV Starr Common Stock and CV Starr Class B Common Stock validly tendered and not validly withdrawn and (ii) 142% times the liquidation value of the applicable class and series of CV Starr Preferred Stock as of December 1, 2005 validly tendered and not validly withdrawn, upon the terms and subject to the conditions set forth in the offer to purchase and the accompanying letter of transmittal, which together constituted the Offer.

The final results of the Offer show that a total of 11,000 shares of voting common stock, representing approximately 34.8% of the outstanding shares of such stock, were validly tendered in the initial offering period, and 5,125 shares of voting common stock, representing approximately 16.2% of the outstanding shares of such stock, were validly tendered in the subsequent offering period. In addition, a total of 4,500 shares of non-voting common stock, representing approximately 78.3% of such stock, were validly tendered in the initial offering period, and 1,000 shares of non-voting common stock, representing 17.4% of such stock, were validly tendered during the subsequent offering period. The percentages in the above two sentences are calculated based on the number of outstanding shares of CV Starr common stock as of the close of business on December 29, 2005 and do not reflect any transactions in CV Starr common stock subsequent to such date. Persons tendering shares in the

Offer were required to tender all of their shares of CV Starr common stock and preferred stock. CV Starr has accepted for purchase and payment all of the shares that were validly tendered during the Offer. Messrs. Greenberg and Matthews were not eligible to participate in the Offer, and thus their equity interests in CV Starr increased as a result of the Offer.

The agreement previously disclosed whereby Mr. Matthews would purchase up to 500 shares of CV Starr Common Stock at a price of \$300.00 per share from Howard I. Smith, Vice Chairman - Finance and Secretary and a Director of CV Starr was not consummated. On January 4, 2006, CV Starr redeemed 540 shares of its voting common stock from Mr. Smith for \$300.00 per share.

Except as otherwise described in this Item 4 and Items 5 and 6 below, no Reporting Person has formulated any plans or proposals which relate to or would result in any of the events or transactions described in Items 4(a) through (j) of the General Instructions to Schedule 13D under the Act.

Item 5. Interest in Securities of the Issuer

(a) and (b): The Reporting Persons may be deemed to be a group within the meaning of Section 13(d)(3) of the Act consisting of the Reporting Persons as a result of the facts and circumstances described in Items 2, 5 and 6 of this Schedule 13D. The Reporting Persons as a group may be deemed beneficially to own in the aggregate 396,124,637 shares of Common Stock, representing approximately 15.2% of the outstanding shares of Common Stock (based on 2,595,607,825 shares of Common Stock reported by the Issuer as outstanding as of September 30, 2005, in the Issuer's Form 10-Q filed on November 14, 2005). Each of Mr. Greenberg, Mr. Matthews, Starr International, CV Starr, Universal Foundation and the Greenberg Foundation disclaims beneficial ownership of the shares of Common Stock held by the other members of such group.

Mr. Greenberg has the sole power to vote and direct the disposition of 2,902,938 shares of Common Stock, 52 shares of which are held directly by Mr. Greenberg and 2,902,886 shares of which may be acquired pursuant to incentive stock options previously granted by the Issuer to Mr. Greenberg as an officer and director of the Issuer that are exercisable within 60 days of the date hereof. Mr. Greenberg has shared power to vote and direct the disposition of 80,948,183 shares of Common Stock, 38,121,514 shares of which are held as a tenant in common with Mr. Greenberg's wife, 107,916 shares of which are held in family trusts of which Mr. Greenberg is a trustee, and 42,337,246 shares of which are held by CV Starr (18,644,278 shares of which are held by the Starr Trust, for which CV Starr is a beneficiary and Mr. Greenberg is a trustee) and 381,507 shares of which are held by the Greenberg Foundation, of which Mr. Greenberg, his wife and family members are directors. Mr. Greenberg owns 27.2% of the voting common stock of CV Starr directly. Based on Mr. Greenberg's voting power in CV Starr, his position as a trustee of the Starr Trust, his position as director and Chairman of the Board of the Greenberg Foundation and the other facts and circumstances described in Items 2, 4, 5 and 6 of this Schedule 13D, Mr. Greenberg may be deemed to beneficially own the shares of Common Stock held by CV Starr, the Starr Trust and the Greenberg Foundation. Mr. Greenberg disclaims beneficial ownership of the shares of Common Stock held by CV Starr, the Starr Trust, Universal Foundation, the Greenberg Foundation, the family trusts described above and the shares of Common Stock transferred to the MRG/CPG Volaris Trust as described in Item 6.

Mr. Matthews has the sole power to vote and direct the disposition of 751,320 shares of Common Stock, 328,820 of which are held directly by Mr. Matthews and 422,500 shares of which may be acquired pursuant to incentive stock options previously granted by the Issuer to Mr. Matthews as an officer and director of the Issuer that are exercisable within 60 days of the date hereof. Mr. Matthews has shared power to vote and direct the disposition of 18,667,178 shares of Common Stock, 22,900 shares of which are held by Mr. Matthew's wife and 18,644,278 shares of which are held by the Starr Trust, for which CV Starr is a beneficiary and Mr. Matthews is a trustee. Based on the facts and circumstances described in Items 2, 4, 5 and 6 of this Schedule 13D, Mr. Matthews may be deemed to beneficially own the shares of Common Stock held by the Starr Trust. Mr. Matthews disclaims beneficial ownership of the shares of Common Stock held by the Starr Trust, the shares of Common Stock held by his wife and the shares of Common Stock transferred to the EEM Volaris Trust as described in Item 6.

Starr International has the sole power to vote and direct the disposition of 308,905,397 shares of Common Stock held by Starr International and the shared power to direct the disposition of 2,593,899 shares of Common Stock held by Universal Foundation.

CV Starr has the shared power to vote and direct the disposition of 42,337,246 shares of Common Stock held by CV Starr (18,644,278 shares of which are held by the Starr Trust, of which CV Starr is a beneficiary). CV Starr disclaims beneficial ownership of the shares of Common Stock transferred to the CV Starr Volaris Trust as described in Item 6.

Universal Foundation has the sole power to vote 2,593,899 shares of Common Stock, 2,593,899 shares of which are held directly by Universal Foundation. Pursuant to an Investment Management Agreement, Starr International Advisors, Inc. ("Starr International Advisors"), a Delaware corporation and a wholly owned subsidiary of Starr International, has the power to direct the disposition of 2,593,899 shares of Common Stock held by Universal Foundation. Mr. Matthews is President and Director of Starr International Advisors and Mr. Greenberg is a Director of Starr International Advisors.

The Greenberg Foundation has the shared power to vote and direct the disposition of 381,507 shares of Common Stock, 381,507 shares of which are held directly by the Greenberg Foundation.

Executive officers and directors of Starr International beneficially owned shares of Common Stock and had rights to acquire shares of Common Stock exercisable within 60 days as follows:

	Owned Shares (1)	% (2)	Right to Acquire Shares (1)	% (2)
	-----	-----	-----	-----
Maurice R. Greenberg	(See above)		(See above)	
Edward E. Matthews	(See above)		(See above)	
Lawrence Michael Murphy	50,000	(3)	0	0.0
Houghton Freeman	2,660,000	0.1	0	0.0
Howard I. Smith	70,000	(3)	0	0.0
John J. Roberts	3,600,000	0.1	0	0.0
Ernest Stempel	23,110,000	0.9	0	0.0
Cesar Zalamea	70,000	(3)	0	0.0

(1) Rounded to nearest 10,000 shares.

(2) Rounded to nearest 0.1%.

(3) Less than 0.1%.

Executive officers and directors of CV Starr beneficially owned shares of Common Stock and had rights to acquire shares of Common Stock exercisable within 60 days as follows:

	Owned Shares (1)	% (2)	Right to Acquire Shares (1)	% (2)
	-----	-----	-----	-----
Maurice R. Greenberg	(See above)		(See above)	
Howard I. Smith	(See above)		(See above)	
Edward E. Matthews	(See above)		(See above)	
J. Christopher Flowers	0	0.0	0	0.0
Houghton Freeman	(See above)		(See above)	
John J. Roberts	(See above)		(See above)	
Cesar Zalamea	(See above)		(See above)	

(1) Rounded to nearest 10,000 shares.

(2) Rounded to nearest 0.1%.

(3) Less than 10,000 shares.

Executive officers and directors of Universal Foundation beneficially owned shares of Common Stock and had rights to acquire shares of Common Stock exercisable within 60 days as follows:

	Owned Shares (1)	% (2)	Right to Acquire Shares (1)	% (2)
	-----	-----	-----	-----
Stuart Osborne	0	0.0	0	0.0
Eligia G. Fernando	40,000	(3)	0	0.0
Cesar C. Zalamea	(See above)		(See above)	

Aloysius B. Colayco	0	0.0	0	0.0
Jennifer Barclay	0	0.0	0	0.0
Margaret Barnes	0	0.0	0	0.0

(1) Rounded to nearest 10,000 shares.

(2) Rounded to nearest 0.1%.

(3) Less than 0.1%.

Executive officers and directors of the Greenberg Foundation beneficially owned shares of Common Stock and had rights to acquire shares of Common Stock exercisable within 60 days as follows:

	Owned Shares (1)	% (2)	Right to Acquire Shares (1)	% (2)
	-----	-----	-----	-----
Maurice R. Greenberg	(See above)		(See above)	
Corinne P. Greenberg	43,488,099	1.7	0	0.0
Jeffrey W. Greenberg	(4)	(3)	0	0.0
Evan G. Greenberg	0	0.0	0	0.0
Lawrence S. Greenberg	(4)	(3)	0	0.0
Shake Nahapetian	50,000	(3)	0	0.0

(1) Rounded to nearest 10,000 shares.

(2) Rounded to nearest 0.1%.

(3) Less than 0.1%.

(4) Less than 10,000 shares.

(c) On November 15, 2005, CV Starr entered into a variable pre-paid forward sale contract (the "CSFB Contract") for up to 4,423,116 shares (the "CSFB Maximum Number") of Common Stock pursuant to a letter agreement by and among CV Starr, Credit Suisse First Boston LLC and Credit Suisse First Boston Capital LLC ("CSFB"). The final terms of the CSFB Contract, including the CSFB Maximum Number of shares deliverable by CV Starr upon settlement, were determined in a block transaction between CV Starr and CSFB (or its affiliate), acting as a block positioner, in accordance with the Securities and Exchange Commission's interpretative letter to Goldman, Sachs & Co., dated December 20, 1999 (the "No Action Letter"). CV Starr has received aggregate proceeds of \$240,000,043 under the CSFB Contract.

The CSFB Contract provides that for each of the 10 Scheduled Trading Days (as defined in the CSFB Contract) prior to and including November 20, 2008 (the "CSFB Settlement Dates"), CV Starr will deliver a number of shares of Common Stock to CSFB (or, at the election of CV Starr, the cash equivalent of such shares) determined with respect to each CSFB Settlement Date as follows: (a) if the VWAP Price (as defined in the CSFB Contract) per share of the Common Stock (the "CSFB Settlement Price") is less than or equal to \$65.85 (the "CSFB Forward Floor Price"), a delivery of 1/10 of the CSFB Maximum Number of shares of Common Stock, subject to rounding; (b) if the CSFB Settlement Price is greater than the CSFB Forward Floor Price but less than or equal to \$85.61 per share (the "CSFB Forward Cap Price"), a delivery of shares equal to the CSFB Forward Floor Price/CSFB Settlement Price x 1/10 of the CSFB Maximum Number of shares of Common Stock, subject to rounding; and (c) if the CSFB Settlement Price is greater than the CSFB Forward Cap Price, a delivery of shares equal to ((CSFB Forward Floor Price + (CSFB Settlement Price - CSFB Forward Cap Price)) / CSFB Settlement Price) x 1/10 of the CSFB Maximum Number of shares of Common Stock, subject to rounding.

On November 21, 2005, CV Starr entered into a variable pre-paid forward sale contract (the "Confirmation") for up to 2,917,916 shares (the "Citi Maximum Number") of Common Stock pursuant to the Master Terms and Conditions for Pre-Paid Forward Contracts, dated as of November 15, 2005 (together with the Confirmation, the "Citi Contract"), by and between CV Starr and Citibank, N.A. ("Citibank"). The final terms of the Citi Contract, including the Citi Maximum Number of shares that will be deliverable by CV Starr upon settlement, were determined in unsolicited brokerage transactions by Citibank (or its affiliate) over a specified execution period beginning on November 18, 2005, in accordance with the No Action Letter. CV Starr has received aggregate proceeds of \$160,000,000 under the Citi Contract.

The Citi Contract provides that for each of the 10 Scheduled Trading

Days (as defined in the Citi Contract) prior to and including December 10, 2008 (the "Citi Settlement Dates"), CV Starr will deliver a number of shares of Common Stock to Citibank (or, at the election of CV Starr, the cash equivalent of such shares) determined with respect to each Citi Settlement Date as follows: (a) if the Relevant Price (as defined in the Citi Contract) per share of the Common Stock (the "Citi Settlement Price") is less than or equal to \$66.8540 (the "Citi Forward Floor Price"), a delivery of 1/10 of the Citi Maximum Number of shares of Common Stock, subject to rounding; (b) if the Citi Settlement Price is greater than the Citi Forward Floor Price but less than or equal to \$86.9102 per share (the "Citi Forward Cap Price"), a delivery of shares equal to the Citi Forward Floor Price/Citi Settlement Price x 1/10 of the Citi Maximum Number of shares of Common Stock, subject to rounding; and (c) if the Citi Settlement Price is greater than the Citi Forward Cap Price, a delivery of shares equal to ((Citi Forward Floor Price + (Citi Settlement Price - Citi Forward Cap Price)) / Citi Settlement Price) x 1/10 of the Citi Maximum Number of shares of Common Stock, subject to rounding.

The descriptions of the CSFB Contract and the Citi Contract are qualified in their entirety by the text of such contracts, copies of which are Exhibits B and C hereto, respectively.

On February 8, 2006, Starr International sold 200,000 shares of Common Stock for \$66.0081 per share. On February 10, 2006, Starr International sold 800,000 shares of Common Stock for \$67.5325 per share. On February 14, 2006, Starr International sold 100,000 shares of Common Stock for \$68.3498 per share. On February 24, 2006, Starr International sold 523,900 shares of Common Stock for \$67.0660 per share. On February 27, 2006, Starr International sold 376,100 shares of Common Stock for \$66.9450 per share.

On February 23, 2006, Universal Foundation sold 50,900 shares of Common Stock for \$67.5123 per share. On February 28, 2006, Universal Foundation sold 249,100 shares of Common Stock for \$66.7580 per share. On March 1, 2006, Universal Foundation sold 133,600 shares of Common Stock for \$66.6016 per share. On March 7, 2006, Universal Foundation sold 166,400 shares of Common Stock for \$66.5282 per share.

On February 23, 2006, the Greenberg Foundation sold 20,086 shares of Common Stock for \$67.00 per share.

To the knowledge of each of the Reporting Persons, there were no other transactions in the Common Stock that were effected during the past sixty days by the Reporting Persons.

(d) and (e): Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

On March 7, 2006, Mr. Matthews and CV Starr separately entered into agreements to transfer shares of Common Stock to certain trusts, as further described below. On March 9, 2006, Mr. Greenberg separately entered into an agreement to transfer shares of Common Stock to a trust, as further described below.

On March 7, 2006, Mr. Matthews entered into an agreement to transfer 1,237,315 shares of Common Stock (the "EEM Trust Shares") to the 2006 EEM Volaris Trust (the "EEM Volaris Trust"). The EEM Volaris Trust was established under the 2006 EEM Volaris Trust Agreement, dated March 9, 2006 (the "EEM Trust Agreement"), between Mr. Matthews, as settlor and sole beneficiary, and Pitcairn Trust Company (the "EEM Volaris Trustee").

Under the EEM Trust Agreement, Mr. Matthews agrees to transfer the EEM Trust Shares to the EEM Volaris Trustee, which is an independent trustee that is unaffiliated with the Issuer or Mr. Matthews. The EEM Volaris Trustee has sole power to vote and dispose of the EEM Trust Shares. The EEM Trust Agreement instructs the EEM Volaris Trustee to enter into an investment management agreement (the "EEM Investment Management Agreement") with Credit Suisse Securities (USA) LLC as investment manager for the trust whereby such investment manager will engage in an option overlay and spreading strategy with respect to the EEM Trust Shares that seeks to enhance returns and reduce volatility. The EEM Volaris Trust is revocable upon written notice by Mr. Matthews to the EEM Volaris Trustee. Upon the termination of the EEM Volaris Trust, the EEM Volaris Trustee shall distribute the principal (and income, to the extent not previously distributed) as then constituted to anyone previously designated by Mr. Matthews in writing, or, in default of the exercise of such general power of appointment, to Mr. Matthews if then living; or if incapacitated, to Mr. Matthews' duly appointed guardian or fiduciary, or an agent under a power of attorney; or if deceased, to the duly qualified legal representative of Mr. Matthews' estate, including the executors and/or administrators of the estate.

On March 7, 2006, CV Starr entered into an agreement to transfer

5,000,000 shares of Common Stock (the "CV Starr Trust Shares") to the 2006 CV Starr Volaris Trust (the "CV Starr Volaris Trust"). The CV Starr Volaris Trust was established under the 2006 CV Starr Volaris Trust Agreement dated March 7, 2006 (the "CV Starr Trust Agreement"), between CV Starr, as settlor and sole beneficiary, and Pitcairn Trust Company (the "CV Starr Volaris Trustee").

Under the CV Starr Trust Agreement, CV Starr agrees to transfer the CV Starr Trust Shares to the CV Starr Volaris Trustee, which is an independent trustee that is unaffiliated with the Issuer or CV Starr. The CV Starr Volaris Trustee has sole power to vote and dispose of the CV Starr Trust Shares. The CV Starr Trust Agreement instructs the CV Starr Volaris Trustee to enter into an investment management agreement (the "CV Starr Investment Management Agreement") with Credit Suisse Securities (USA) LLC as investment manager for the trust whereby such investment manager will engage in an option overlay and spreading strategy with respect to the CV Starr Trust Shares that seeks to enhance returns and reduce volatility. The CV Starr Volaris Trust is revocable upon written notice by CV Starr to the CV Starr Volaris Trustee. Upon the termination of the CV Starr Volaris Trust, the CV Starr Volaris Trustee shall distribute the principal (and income, to the extent not previously distributed) as then constituted to anyone previously designated by CV Starr in writing, or, in default of the exercise of such general power of appointment, to CV Starr or its successors-in-interest.

On March 9, 2006, Mr. Greenberg and his spouse entered into an agreement to transfer 5,000,000 jointly owned shares of Common Stock (the "MRG/CPG Trust Shares") to the 2006 MRG/CPG Volaris Trust (the "MRG/CPG Volaris Trust"). The MRG/CPG Volaris Trust was established under the 2006 MRG/CPG Volaris Trust Agreement, dated March 9, 2006 (the "MRG/CPG Trust Agreement"), between Mr. and Mrs. Greenberg, each as a settlor with respect to his or her one-half of the trust assets and as sole beneficiary of such half, and Pitcairn Trust Company (the "MRG/CPG Volaris Trustee").

Under the MRG/CPG Trust Agreement, Mr. and Mrs. Greenberg agree to transfer the MRG/CPG Trust Shares to the MRG/CPG Volaris Trustee, which is an independent trustee that is unaffiliated with the Issuer, Mr. Greenberg or Mrs. Greenberg. The MRG/CPG Volaris Trustee has sole power to vote and dispose of the MRG/CPG Trust Shares. The MRG/CPG Trust Agreement instructs the MRG/CPG Volaris Trustee to enter into an investment management agreement (the "MRG/CPG Investment Management Agreement") with Credit Suisse Securities (USA) LLC as investment manager for the trust whereby such investment manager will engage in an option overlay and spreading strategy with respect to the MRG/CPG Trust Shares that seeks to enhance returns and reduce volatility. The MRG/CPG Volaris Trust is revocable, with respect to Mr. and Mrs. Greenberg's portion of this Trust, upon written notice to the MRG/CPG Volaris Trustee by either Mr. or Mrs. Greenberg, or completely revocable upon joint written notice to the MRG/CPG Volaris Trustee. Upon the termination of the MRG/CPG Volaris Trust, the MRG/CPG Volaris Trustee shall distribute the principal (and income, to the extent not previously distributed) allocable to Mr. or Mrs. Greenberg, as then constituted, to anyone previously designated by such person, respectively, in writing, or in default of the exercise of such general power of appointment, to Mr. and Mrs. Greenberg in his or her proportionate share if both then living; or if either person is incapacitated, to such person's duly appointed guardian or fiduciary, or an agent under a power of attorney executed by such incapacitated person; or if deceased, to the duly qualified legal representative of such deceased person's estate, including the executors and/or administrators of such person's estate.

The descriptions of the EEM Volaris Trust, the EEM Investment Management Agreement, the CV Starr Volaris Trust, the CV Starr Investment Management Agreement, the MRG/CPG Volaris Trust, and the MRG/CPG Investment Management Agreement are qualified in their entirety by the text of such documents, copies of which are attached as Exhibits E through J hereto, respectively.

Universal Foundation has granted approximately 127,698 options to purchase shares of Common Stock to various individuals.

Items 2, 4 and 5 disclose (i) certain relationships between the Reporting Persons, (ii) the Offer, (iii) the CSFB Contract and (iv) the Citi Contract, which disclosures are hereby incorporated by reference into this Item 6 in their entirety. There are no contracts, arrangements or understandings among the Reporting Persons, other than as described in this Item 6 and in Item 7 below, with respect to the shares of Common Stock reported on this Schedule 13D.

Item 7. Material to Be Filed as Exhibits

Exhibit A: Joint Filing Agreement, dated as of February 21, 2006, by and among Mr. Greenberg, Mr. Matthews, Universal Foundation, Inc., The Maurice R. and Corinne P. Greenberg Family Foundation, Inc., Starr International Company, Inc.

and CV Starr & Co., Inc. (Incorporated by reference to Exhibit A to the Schedule 13D filed with the Securities and Exchange Commission in respect of the Issuer on February 21, 2006).

- Exhibit B: Letter Agreement and Transaction Supplement, each dated as of November 15, 2005, by and among CV Starr & Co., Inc., Credit Suisse First Boston LLC and Credit Suisse First Boston Capital LLC. (Incorporated by reference to Exhibit B to the Schedule 13D filed with the Securities and Exchange Commission in respect of the Issuer on November 23, 2005.)
- Exhibit C: Master Terms and Conditions for Pre-Paid Forward Contracts and Pre-Paid Forward Contract Confirmation, dated as of November 15, 2005 and November 21, 2005, respectively, by and between CV Starr & Co., Inc. and Citibank, N.A. (Incorporated by reference to Exhibit C to the Schedule 13D filed with the Securities and Exchange Commission in respect of the Issuer on November 23, 2005.)
- Exhibit D: Investment Management Agreement, dated as of January 13, 2006, by and between Starr International Advisors, Inc. and Universal Foundation, Inc. (Incorporated by reference to Exhibit D to the Schedule 13D filed with the Securities and Exchange Commission in respect of the Issuer on February 21, 2006.)
- Exhibit E: 2006 EEM Volaris Trust Agreement, dated as of March 7, 2006, by and between Mr. Matthews and Pitcairn Trust Company.
- Exhibit F: Form of Volaris Volatility Management Discretionary Investment Management Agreement, by and between Credit Suisse Securities (USA) LLC and Pitcairn Trust Company as the EEM Volaris Trustee.
- Exhibit G: 2006 CV Starr Volaris Trust Agreement, dated as of March 7, 2006, by and between CV Starr and Pitcairn Trust Company.
- Exhibit H: Form of Volaris Volatility Management Discretionary Investment Management Agreement, by and between Credit Suisse Securities (USA) LLC and Pitcairn Trust Company as the CV Starr Volaris Trustee.
- Exhibit I: 2006 MRG/CPG Volaris Trust Agreement, dated as of March 9, 2006, by and among Maurice R. Greenberg, Corinne P. Greenberg and Pitcairn Trust Company.
- Exhibit J: Form of Volaris Volatility Management Discretionary Investment Management Agreement, by and between Credit Suisse Securities (USA) LLC and Pitcairn Trust Company as the MRG/CPG Volaris Trustee.
- Exhibit K: Maurice R. Greenberg Power of Attorney, dated as of March 1, 2006.
- Exhibit L: Edward E. Matthews Power of Attorney, dated as of February 21, 2006. (Incorporated by reference to the Form 4 filed with the Securities and Exchange Commission in respect of the Issuer on March 9, 2006.)
- Exhibit M: Starr International Company, Inc. Power of Attorney, dated as of February 24, 2006.
- Exhibit N: C.V. Starr & Co., Inc. Power of Attorney, dated as of February 24, 2006. (Incorporated by reference to the Form 4 filed with the Securities and Exchange Commission in respect of the Issuer on March 9, 2006.)
- Exhibit O: Universal Foundation, Inc. Power of Attorney, dated as of February 21, 2006.
- Exhibit P: The Maurice R. Greenberg and Corinne P. Greenberg Family Foundation, Inc. Power of Attorney, dated as of February 21, 2006. (Incorporated by reference to the Form 3 filed with the Securities and Exchange Commission in respect of the Issuer on March 6, 2006.)

There are no other written agreements, contracts, arrangements,

understandings, plans or proposals within the category of those described in Item 7 of the General Instructions to Schedule 13D under the Act.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: March 10, 2006

MAURICE R. GREENBERG

By: /s/ Bertil P-H Lundqvist

Name: Bertil P-H Lundqvist, Attorney-in-Fact

By: /s/ Leif B. King

Name: Leif B. King, Attorney-in-Fact

EDWARD E. MATTHEWS

By: /s/ Bertil P-H Lundqvist

Name: Bertil P-H Lundqvist, Attorney-in-Fact

By: /s/ Leif B. King

Name: Leif B. King, Attorney-in-Fact

STARR INTERNATIONAL COMPANY, INC.

By: /s/ Bertil P-H Lundqvist

Name: Bertil P-H Lundqvist, Attorney-in-Fact

By: /s/ Leif B. King

Name: Leif B. King, Attorney-in-Fact

C. V. STARR & CO., INC.

By: /s/ Bertil P-H Lundqvist

Name: Bertil P-H Lundqvist, Attorney-in-Fact

By: /s/ Leif B. King

Name: Leif B. King, Attorney-in-Fact

UNIVERSAL FOUNDATION, INC.

By: /s/ Bertil P-H Lundqvist

Name: Bertil P-H Lundqvist, Attorney-in-Fact

By: /s/ Leif B. King

Name: Leif B. King, Attorney-in-Fact

THE MAURICE R. AND CORINNE P. GREENBERG FAMILY
FOUNDATION, INC.

By: /s/ Bertil P-H Lundqvist

Name: Bertil P-H Lundqvist, Attorney-in-Fact

By: /s/ Leif B. King

Name: Leif B. King, Attorney-in-Fact

THE 2006 EEM VOLARIS TRUST

THIS TRUST AGREEMENT (this "Agreement") is entered into on the 7th day of March, 2006, by and between Edward E. Matthews (the "Settlor"), and Pitcairn Trust Company, a Pennsylvania corporation (the "Trustee").

W I T N E S S E T H :

FIRST: Name of Trust

This Trust shall be known as the 2006 EEM Volaris Trust (the "Trust").

SECOND: Trust Property

The Settlor hereby transfers, delivers and conveys to the Trustee all of the Settlor's right, title and interest in and to the property set forth in Schedule A, and the Trustee acknowledges receipt of such property, IN TRUST, and agrees to hold, administer and distribute such property, as well as any other property that may later become subject to this Trust under the terms and conditions set forth below.

The trust property to which the provisions hereof shall apply shall include not only the property set forth in Schedule A but also any other property acceptable to the Trustee which the Settlor may hereafter add during the Trust term and that may later become subject to this Trust, for the purposes and on the terms and conditions set forth herein.

THIRD: Trust Purpose

Notwithstanding any other provision herein, the Settlor intends to avoid any conflict of interest or appearance thereof that may arise from the Settlor's duties and powers as a shareholder up to the date of this Agreement of American International Group, Inc. (the "Issuer") in exercising any investment decisions with regard to shares of the Issuer. In furtherance thereof, the Settlor hereby creates this Trust, the primary purpose of which is to entrust to the Trustee the authority (within the terms herein, including, without limitation, the remaining provisions of this Article THIRD) to make all decisions and effectuate all decisions as to when and to what extent any transactions are effected with regard to any assets transferred to the Trust, including any Issuer stock transferred hereto (the "Shares"), in all instances without any participation in or knowledge of such decisions by the Settlor, the Settlor's spouse, any dependent child of the Settlor or the Settlor's spouse, or any officer, director, shareholder or other person whose relationship to the Settlor or the Issuer gives such person access, directly or indirectly, to material information about the Issuer that is not generally available to the public (an "Interested Party"), subject to the provisions hereof. Although the Trustee shall have full discretion, the Settlor directs that the Trustee enter into a contract with Credit Suisse Securities (USA) LLC substantially in the form of Schedule B, attached hereto, under which the Trustee will retain Credit Suisse Securities (USA) LLC to extract returns from the trust's assets identified in such contract based on stock market volatility, utilizing (i) a low risk tolerance strategy (as defined in Exhibit B of such contract) when Issuer common stock has a market price below ninety dollars (\$90) per share and (ii) a medium risk tolerance strategy (as defined in Exhibit B of such contract) when Issuer common stock has a market price equal to or greater than (\$90) per share. Should such contract terminate for any reason, the Settlor directs the Trustee to enter into a substantially similar contract with another investment manager (each investment manager under this agreement, including Credit Suisse Securities (USA) LLC, hereinafter referred to as the "Adviser" and each investment manager contract hereinafter referred to as the "Adviser Contract"). Furthermore, the Settlor relieves the Trustee of all responsibility for managing the underlying assets and hereby limits the Trustee's responsibility to oversight of the Adviser. The Settlor authorizes the Trustee to rely solely on statements provided by the Adviser to fulfill its oversight responsibilities as Trustee. The Settlor acknowledges and agrees that the Settlor and/or his legal and financial representatives and advisers, has received, reviewed and understands (i) the disclosures, including, without limitation, the risk disclosures relating to the Strategy (as defined in the Adviser Contract); (ii) a copy of Part II of the Adviser's Form ADV; (iii) a copy of the document entitled Characteristics and Risks of Standardized Options, and understands that the Adviser shall provide a current copy of such document on request; and (iv) the Risk Disclosure Statement Concerning Derivatives attached as Exhibit C to the Adviser Contract.

FOURTH: Trust Administration

(a) The Trustee shall collect the income from the trust property and shall hold any cash, whether income or principal, received by the Trust in cash or cash equivalents. The Trustee shall pay to the Settlor the amount of any cash and cash equivalents on hand to the extent that the value of such cash and cash equivalents shall be greater than five percent (5%) of the fair market value of the Shares, measured at the end of each calendar quarter using for valuation purposes the last sale price as reported on the last trading day on or prior to the end of such quarter, such payment to be made within thirty (30) days thereof, provided, however, that the Trustee may, in its absolute discretion, withhold the payment of any such cash or cash equivalents as a reserve for any cash requirements of the trust, including any fees, expenses or other liabilities. The Trustee may pay from time to time so much of the balance of the net income and principal, including to the extent of all thereof, to or for the benefit of the Settlor; provided, however, that the Trustee shall not distribute (other than pursuant to Article FIFTH herein) any Shares to the Settlor unless otherwise permitted under this Agreement.

(b) Notwithstanding anything to the contrary in this Agreement, the Trustee shall distribute all net income of the trust during the life of the Settlor to, and only to, the Settlor or to the Settlor's order (or, if deceased, to the Settlor's estate), which income shall be so distributed no later than as soon as practicable after the end of each calendar year, if and to the extent that the Settlor so directs, and all amounts distributable under this Agreement during the Settlor's life shall be distributed only to the Settlor or to his order (or if incapacitated, to the Settlor's duly appointed guardian or fiduciary).

(c) For purposes of this Article FOURTH, "income" shall include income from all sources, regardless of whether characterized for other purposes as principal or income including, without limitation, income generated with respect to call options and/or other derivative securities.

FIFTH: Trust Termination

Upon the earliest to occur of (a) the Settlor's death, (b) the occurrence of an event described in Article EIGHTEENTH, or (c) written notice to the Trustee from the Settlor or the Settlor's duly appointed guardian or fiduciary, or an agent under a power of attorney revoking or ordering the termination of this Trust (in any case, the "Termination Date"), the Trustee shall distribute the principal (and income, to the extent not previously distributed) as then constituted to anyone previously designated by the Settlor in writing, including the Settlor, the Settlor's estate or creditors of the Settlor's Estate, or, in default of the exercise of such general power of appointment, to the Settlor if then living; or if incapacitated, to the Settlor's duly appointed guardian or fiduciary, or an agent under a power of attorney executed by the Settlor; or if deceased, to the duly qualified legal representative of the Settlor's estate, including the executors and/or administrators of the Settlor's estate.

SIXTH: Amendments

This Trust can be amended at any time or from time to time by the Trustee, but only if the Trustee is advised by the Trustee's or the Settlor's securities counsel in writing that such amendment is necessary or desirable, and then only to the extent so necessary or desirable (a) to assure that the Trust and the sale of the Shares, writing, settling and rolling of call options with regard to the Shares, or any other derivative strategy effectuated by the Trustee or its investment adviser relating to the Shares are consistent with (i) then applicable securities laws, regulations or administrative policies or interpretations, and (ii) any responsibility that the Trustee, Adviser or the Settlor may have thereunder or (b) to avoid unanticipated liability of the Settlor, Trust, Trustee or Adviser thereunder. If the Trustee intends to amend the Trust pursuant to this Article SIXTH, it shall notify the Settlor in writing at least three business days before the effective date of such amendment.

SEVENTH: General Powers of the Trustee

In addition to any powers granted specifically or generally to the Trustee as provided by law, and in addition to every power and discretion conferred upon the Trustee by any provision hereof, the Settlor confers upon the Trustee the express powers set forth in this Article to be exercised by the Trustee in its sole discretion with respect to all property at any time coming into its hands, whether principal or income and whether by purchase or otherwise but at all times in accordance with Article THIRD:

(a) To take any actions with respect to transactions in the Shares for so long as the Shares are held as an asset of the Trust; and hold the Shares in the Trust, sell all or some of the Shares from time to time, write and roll equity, index and over-the-counter covered calls and use call options and/or other derivative strategies to generate income, manage risk, and facilitate exit strategies for the account of the Settlor, provided that such action is not in violation of any applicable laws;

(b) To own, hold and possess such other securities and interests in the Issuer or other entities, either publicly or closely held, as part of or as all of the Trust assets for the entire Trust term, and continue to invest the principal of the Trust as then constituted in any such securities or interests as the Trustee in its discretion deems appropriate. The Trustee shall not be liable for any loss resulting from the retention of the Shares, or such securities or interests as part of or as all of the assets of the Trust. The Trustee shall have the power to retain the Shares and such securities or interests, notwithstanding any applicable law relating to the investment of trust assets, including any laws requiring diversification of trust assets;

(c) With respect to any stock or other securities forming part of this Trust, to exercise all voting rights, either in person or by proxy; exercise conversion, subscription, option and similar rights; enter or refuse to enter any dissolution, liquidation, consolidation, recapitalization, reorganization, merger or other change in capital structure, and in connection therewith, make exchanges of stock or other securities and enter into agreements on such terms and conditions as the Trustee may deem advisable; including without limitation, the deposit of any property with any protective, reorganization or similar committee, the delegation of discretionary powers thereto, the sharing in the payment of its expenses and compensation and the payment of any assessments levied with respect to such property; receive and retain property under any such plan whether or not the same is of a class in which fiduciaries are authorized by law to invest trust funds, and enter into voting trusts and agreements with other stockholders, and other holders of securities, or any one or more so such person, for such purposes and for such period of time (whether or not the same extends beyond the actual or probable duration of any trust created hereunder), and upon such terms and conditions as the Trustee shall deem advisable, provided, however, that notwithstanding the foregoing or any other provision of this Trust, the Trustee shall have full and absolute discretion with respect to the exercise of all voting rights, such discretion to include, without limitation, the authority to vote in accordance with any recommendation, to Issuer securityholders generally, of any independent third party, including Institutional Shareholder Services, Inc;

(d) To invest in mortgage participations, shares of investment trusts and regulated investment companies, including those controlled by any investment advisor or investment counsel employed by the Trustee, mutual funds, money market funds and index funds that may be acquired by prudent investors;

(e) To hold securities, including stock of the Issuer, or other property in the Trustee's name as the Trustee under the Trust, in the Trustee's own name or in the name of a nominee; or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery;

(f) To make executory contracts and grant options for any period and for any purpose;

(g) To buy and trade in securities and other financial instruments of any nature; buy and sell (covered or uncovered) equity, index and over-the-counter options and otherwise deal in puts and calls; and to maintain and operate margin accounts and other accounts with brokers as security for loans and advances made to the Trustee; in particular, the Trustee is specifically authorized to sell securities to cover any of the Trust's expenses;

(h) To prosecute, defend, contest or otherwise litigate, at the expense of the Trust, legal actions or other proceedings for the protection or benefit of the Trustee or Trust. The Trustee shall further have the power to pay, compromise, release, adjust or submit to arbitration any debt, claim or controversy against or in favor of the Trust, as long as the Trustee reasonably believes that such action will be beneficial to the Trust;

(i) To carry, at the expense of the Trust, insurance of such types and in such amounts as the Trustee may deem advisable to insure the trust assets against any loss or damage and protect the Trustee against third party liability;

(j) To employ and pay the fees of, at the expense of the Trust, through the sale of trust assets if necessary, agents, experts, accountants, counsel, investment advisors, custodians, brokers, and others (including the Trustee, its successor or any affiliate) and delegate discretionary powers (including investment functions) to, and rely upon information and advice furnished by such agents, experts, accountants, counsel, investment advisors, custodians, brokers

and others in connection with issues specific to the Trust, the Settlor or the trust estate in connection with the Trustee's management, administration and protection of the trust estate; and

(k) To release or to restrict the scope of any power that the Trustee may hold in connection with the Trust hereunder, whether such power is expressly granted in this instrument or implied by law. The Trustee shall exercise this power in a written instrument executed by the Trustee and delivered to the Settlor, specifying the power(s) to be released or restricted and the nature of the restriction.

EIGHTH: Successor Trustees

(a) If the Trustee shall for any reason cease to act as the Trustee of the Trust, the Trustee shall promptly notify the Settlor of such occurrence and such person(s) as the Settlor shall appoint in writing shall act as the Trustee(s); provided, however, any successor Trustee appointed as hereinabove provided may not be the Settlor or any other Interested Party. All appointments of successor Trustee(s) shall be exercised in writing, duly acknowledged and shall be effective upon the written acceptance of the successor Trustee delivered to the Settlor.

(b) Any successor Trustee shall succeed as the Trustee of the Trust with like effect as though originally named the Trustee under this instrument. All authority, powers and discretions conferred on the original Trustee under this instrument shall pass to any successor Trustee.

(c) No bond or other security shall be required of any Trustee named herein, or appointed as hereinabove provided, for the faithful performance of such Trustee's duties in any state or other jurisdiction.

NINTH: Trustee Compensation

The Trustee shall be entitled to receive compensation for its services for acting in any fiduciary capacity under this instrument in accordance with Schedule C attached hereto and incorporated by reference herein.

TENTH: Trustee Resignation

The Trustee may resign as the Trustee hereunder at any time without leave of the Court by giving written notice to the Settlor. The resignation shall become effective on the acceptance of the Trusteeship by the successor Trustee(s) designated pursuant to Article EIGHTH hereof. Upon the written acceptance(s) by the appointed successor Trustee(s), and duly acknowledged receipt and release of the Settlor, the resigning Trustee shall (i) promptly deliver all trust assets in its possession to the successor Trustee(s), (ii) execute all documents and (iii) do all such things as may be necessary therefor.

ELEVENTH: Trustee Removal

The Settlor may remove any acting Trustee, with or without cause, by giving written notice to the Trustee, and one or more successors thereto shall be appointed in accordance with Article EIGHTH hereof. Upon the written acceptance(s) by the appointed successor Trustee(s), and duly acknowledged receipt and release of the Settlor, the removed Trustee shall (i) promptly deliver all trust assets in its possession to the successor Trustee(s), (ii) execute all documents and (iii) do all such things as may be necessary therefor.

TWELFTH: Trustee Liability

(a) A successor Trustee shall not be responsible for the acts or omissions of any prior Trustee.

(b) The original Trustee shall not be liable to the Settlor, or the Settlor's estate, heirs, executors administrators and assigns, for any act, omission or default of the Trustee, including but not limited to exercising voting rights as provided under clause (c) of Article SEVENTH hereof, in its complete discretion, or of any other person, except by reason of the Trustee's acting in bad faith, willful misconduct or gross negligence.

(c) The Trust, the Settlor or the Settlor's estate shall indemnify the Trustee to the fullest extent permitted by law, and shall save and hold the Trustee harmless from and in respect of all fees, costs and expenses incurred, including attorneys' fees, in connection with or resulting from any claim, action or demand against (or threatened against) the Trust or the Trustee, which arise out of or in any way relate to the Trust or the trust estate, or the

performance of the Trustee's duties under this instrument, including but not limited to following the income extraction program as described under Article THIRD hereof, and all such claims, actions and demands and any losses or damages resulting therefrom, including amounts paid in settlement or compromise of any such claim, action or demand; provided, however, this indemnity shall not extend to conduct by the Trustee that is adjudged to constitute bad faith, willful misconduct or gross negligence.

(d) Except to the extent any liability, loss or depreciation results from the Trustee's bad faith, willful misconduct or gross negligence, (i) the Settlor, his heirs, executors, administrators, and assigns shall indemnify and hold the Trustee harmless from any and all liability resulting from the exercise or non-exercise of its discretion to engage in or disengage from any program designed to diversify or increase the return on the Issuer's common stock, (ii) the Trustee shall not be responsible for any loss or depreciation in value of any property authorized to be retained or acquired and (iii) the judgment of the Trustee with respect to the exercise of its discretion shall be binding and conclusive upon all persons who are beneficiaries or otherwise interested parties to this Trust.

(e) Unless resulting from the Trustee's bad faith, willful misconduct or gross negligence, and upon satisfaction of the conditions set forth herein with respect to each such action, every election, determination or other exercise of discretion by the Trustee with respect to the retention, disposition or acquisition of any trust assets shall be deemed to have been made with reasonable care, prudence and diligence by the Trustee.

THIRTEENTH: Adviser Liability

(a) The Adviser shall not be liable to the Settlor, the Trustee or the Settlor's estate, heirs, executors, administrators and assigns, for any act, omission or default of the Adviser or of any other person, except by reason of the Adviser's acting in bad faith, willful misconduct or gross negligence.

(b) The Trust, the Settlor or the Settlor's estate shall indemnify the Adviser to the fullest extent permitted by law, and shall save and hold the Adviser harmless from and in respect of all fees, costs and expenses incurred, including reasonable attorneys' fees, in connection with or resulting from any claim, action or demand against (or threatened against) the Trust or the Adviser, which arise out of or in any way relate to the Trust or the trust estate, or the performance of the Adviser's duties hereunder or under the Adviser Contract, including but not limited to following the investment program referred to in Article THIRD hereof, and all such claims, actions and demands and any losses or damages resulting therefrom, including amounts paid in settlement or compromise of any such claim, action or demand; provided, however, (1) this indemnity shall not extend to conduct by the Adviser that is adjudged by a court of appropriate jurisdiction to constitute bad faith, willful misconduct or gross negligence by the Adviser, (2) the Adviser shall provide written notice to the Trustee and Settlor of any such claim, action or demand relating to such indemnification, and (3) the settlement or compromise of any such claim, action or demand shall be approved in writing by the Settlor, which consent shall not be unreasonably withheld.

(c) Except to the extent any liability, loss, depreciation or the Adviser's judgment results from the Adviser's bad faith, willful misconduct or gross negligence, (i) the Settlor, his heirs, executors, administrators, and assigns shall indemnify and hold the Adviser harmless from any and all liability resulting from the exercise or non-exercise of its discretion to engage in or disengage from any program designed to diversify or increase the return on the Issuer's common stock, (ii) the Adviser shall not be responsible for any loss or depreciation in value of any property authorized to be retained or acquired and (iii) the judgment of the Adviser with respect to the exercise of its discretion shall be binding and conclusive upon all persons who are beneficiaries or otherwise interested parties to this Trust.

(d) Unless resulting from the Adviser's bad faith, willful misconduct or gross negligence, and upon satisfaction of the conditions set forth herein with respect to each such action, every election, determination or other exercise of discretion by the Adviser with respect to the retention, disposition or acquisition of any trust assets shall be deemed to have been made with reasonable care, prudence and diligence by the Adviser.

FOURTEENTH: Statements of the Trustee

A. The Trustee shall generate general account summary information each calendar quarter and may provide to Settlor more detailed statements of account activity from time to time, subject to Article SIXTEENTH hereof. Statements shall be provided no earlier than the earlier of (i) 90 days from the date of the statement and (ii) the last expiration date of open positions listed on such

statement.

B. A successor Trustee may accept as correct any statements of trust assets made by any predecessor Trustee; and no successor Trustee shall have any duty to take action to obtain redress for breach of trust committed by any predecessor Trustee, unless requested in writing by a person having a present or future beneficial interest in the Trust. A successor Trustee, however, may institute any action or proceeding for the settlement of the statements, acts or omissions of any predecessor Trustee.

FIFTEENTH: Grantor Trust Status

The Settlor intends that the Trust shall be taxed as a "grantor trust" pursuant to Section 676 of the Internal Revenue Code of 1986, as amended. The Trustee shall file any required income tax, information and other returns for the Trust promptly after the close of each taxable year of the Trust (or, if earlier, as required by applicable law) and shall timely provide the Settlor with only such information as shall be necessary to enable the Settlor to timely file his federal, state and local income tax, information and other returns with respect to his interest in the Trust or as otherwise required by applicable law. The Trustee is hereby authorized to make an election under Regulation ss. 1.671-4(b)(2)(i)(A) to use the Settlor's tax identification number if such election can be made under applicable law. If such an election is made, the Trustee shall provide the Settlor with the information required by Regulation ss. 1.671-4(b)(2)(ii). Upon Trustee's request the Settlor shall provide the Trustee with the completed IRS Form W-9 (or any successor thereof). Any tax advice or services required by the Trust, or the Trustee with respect to the Trust, shall be provided, at the expense of the Trust, by a firm authorized by the Settlor from time to time, and any filing with any tax authority on behalf of the Trust, or the Trustee with respect to the Trust, shall require the prior consent of the Settlor. The tax advisor initially authorized by the Settlor shall be the firm of Kronish Lieb Weiner & Hellman LLP.

SIXTEENTH: Blind Trust between the Settlor and the Trustee

A. Prohibition on Direct or Indirect Communications. Except as otherwise specifically provided in this Agreement, the Settlor and the Trustee shall not communicate, directly or indirectly, about the Shares or other securities in the Issuer.

B. Limitation on Equity Ownership. In no event shall the Settlor place in the Trust securities that, when aggregated with any securities of the same issuer already held in the Trust, would represent beneficial ownership equal to or greater than 10% of the outstanding equity securities of a corporation or other entity (including the Issuer) if such class of securities is registered under Section 12 of the Exchange Act.

C. Compliance with Rule 144. With respect to transactions, including but not limited to, any sales, covered call writing programs, derivative strategies, or other dispositions by the Trustee with regard to the Shares, the Trustee shall transact in such securities in compliance with Rule 144 of the Securities Act of 1933, as amended ("Rule 144") and make, or cause a third party, including any Adviser, to make, such filings as required. The Settlor shall promptly give notice to the Trustee of any intended disposition or activity that may be deemed a disposition of any of the Issuer's securities held by the Settlor, the Settlor's spouse or any other person or entity, including deemed dispositions pursuant to benefit plans, whose transactions in the Issuer's securities may be aggregated with or attributable to the Settlor, prior to such disposition or deemed disposition, which may include, but not be limited to gifts, sales, hedging activities, or other transfers. Such intended disposition or deemed disposition shall only take place if approved in writing by the Trustee if in the Trustee's sole discretion such disposition or deemed disposition is not in conflict with the Trustee's actions required or allowed under this Trust and Rule 144. Also, to facilitate any Rule 144 filings required to be made by the Settlor upon such disposition or deemed disposition, the Trustee shall supply the Settlor with the information required to be completed on such filing relating to the Trust's activities. In accepting any securities, the Trustee may rely on the Settlor's representation that such transfer will comply with the limitations provided in this paragraph.

D. Compliance with Section 16 by the Settlor. The Settlor shall comply with any and all reporting requirements under Section 16 of the Exchange Act upon the transfer of any assets to the Trust or back to the Settlor, including filing all Form 4's and Form 5's required by applicable Exchange Act rules. To facilitate such compliance, the Trustee shall notify the Settlor and the Settlor's designated representatives of all transactions effected by the Trust that may be reportable under Section 16(a) of the Exchange Act not later than one day after initiating each such transaction. In addition, the Settlor will promptly provide to the Trustee a list of all transactions reportable under

Section 16(a) of the Exchange Act executed within seven (7) months previous to the date hereof by the Settlor or anyone whose activities may be attributed to the Settlor, including transactions that are exempt from Section 16(b) of the Exchange Act.

E. Investment Control by the Settlor. The Settlor and the Trustee acknowledge and agree that the Settlor does not have or share and will not exercise authority or control over, nor will attempt to influence in any way the Trustee's decisions that directly or indirectly affect the acquisition or disposition of any options, derivative securities or other securities of the Issuer or relating to the Issuer or the Issuer's securities by the Trust, including decisions to continue to hold an investment ("Investment Decisions").

F. No Voting Control by the Settlor. The Settlor and the Trustee acknowledge and agree that the Settlor does not have or share and will not exercise authority or control over, nor will attempt to influence in any way, the Trustee's decisions relating to the voting of the Shares (or any decision to refrain from voting on a matter) or the giving of a proxy with respect thereto ("Voting Decisions").

G. No Solicitation of Advice by the Trustee. The Trustee acknowledges and agrees that it will not under any circumstances request from any Interested Party, directly or indirectly, any information, regardless of its form, which may be written, oral, electronic "soft copy" or any other form used to communicate, concerning, without limitation, the results of operations, financial condition, technology, research and development activities, employees, officers, directors, business or prospects of the Issuer or any other information that could materially influence an Investment Decision or a Voting Decision ("Advice"). The foregoing notwithstanding, the Settlor and the Trustee agree and understand that the Trustee, as part of keeping itself fully informed regarding the Issuer in particular and regarding its industry segment and the market in general, may participate in analyst calls and other public communications from the Issuer irrespective of whether the Settlor or any other Interested Party serves as the spokesperson for the Issuer during the course of such public communications and further, that participating in such analyst calls and other public communications and communications with or on behalf of the Issuer will not be deemed a violation of the Trust, or the Trustee's duties hereunder. The parties acknowledge and agree that the restrictions on the "Trustee" in this clause G shall be deemed to apply solely to the employees of the trust department of any corporate Trustee responsible for administering this Trust and not to the Trustee in its corporate capacity generally, in its capacity as a service provider outside of its trust department, or in its capacity as a service provider to other accounts within its trust department.

H. No Provision of Advice by the Settlor. The Settlor acknowledges and agrees that under no circumstances, whether directly or indirectly, will he provide any Advice to the Trustee or to any other person associated with Investment Decisions or Voting Decisions with respect to the Shares. The Settlor and the Trustee further acknowledge and agree that, should the Settlor be approached by any of the foregoing persons seeking to engage in a dialogue (oral or written) concerning any subject that might have a possible bearing on an Investment Decision or a Voting Decision, the Settlor will inform the other person involved in the dialogue of the obligations of the parties hereunder, and will refrain from providing any Advice during the course of any such dialogue. Without limiting the foregoing, the Settlor specifically agrees that he will not provide to the Trustee or its agents or associates any information regarding the Issuer that he has obtained through his position as a director, officer or employee of the Issuer or an affiliate of any such director, officer or employee.

I. Material non-public information. The Trustee represents that the employees of the Trustee administering the Trust have no material non-public information about the Issuer and shall not execute any transactions in the Trust property while in possession of such information. The parties acknowledge and agree that the restrictions on the "Trustee" in this clause shall be deemed to apply solely to the employees of the trust department of any corporate Trustee responsible for administering this Trust and not to the Trustee in its corporate capacity generally, in its capacity as a service provider outside of its trust department, or in its capacity as a service provider to other accounts within its trust department. In addition, the parties agree that the transactions by the Trustee in the Trust property contemplated hereunder are independent of any other transactions that Settlor may or may not take with respect to securities of the Issuer or otherwise.

SEVENTEENTH: Situs of the Trust

This Agreement shall be construed in accordance with the custom and usage prevailing in, and be regulated by the laws of the Commonwealth of Pennsylvania. As long as the Trust is a Pennsylvania trust, the law governing the administration of the Trust shall be controlled by Pennsylvania law. If

Trustee proposes to effect any change that would cause the Trust to cease to be a Pennsylvania trust, it shall notify Settlor at least ten days in advance of effecting such change. This Article shall apply regardless of any change of residence of Trustee, or any beneficiary, or the appointment or substitution of a Trustee residing or doing business in another state.

EIGHTEENTH: Severability of Provisions

If any provisions of this instrument are declared invalid or unenforceable, the remaining provisions shall nevertheless be carried into effect; provided, however, that the parties acknowledge that a principal purpose of the transactions effectuated by the Trust is that the transactions not be attributable to the Settlor for purposes of Section 16 of the Exchange Act and, if any provision of this Agreement that is necessary or advisable for such purpose is declared by a court of appropriate jurisdiction to be invalid or unenforceable, then this Trust will terminate.

NINETEENTH: Loans

The Trustee has the power upon any terms, including on a recourse or non-recourse basis, to borrow money from any person, including itself, its successor or any affiliate or any Adviser, in an amount up to ten (10%) percent of the trust assets, valued as of the date of such loan, to be secured by the trust assets, for any lawful purpose and to pledge assets as security for repayment. The Trustee, in its corporate capacity, is also authorized, in its sole discretion, to lend to the Settlor up to the maximum amount permitted by law, which loans to the Settlor shall be full recourse against the Settlor.

TWENTIETH: Execution in Counterparts

This Agreement may be executed via facsimile, in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TWENTY-FIRST: Sole Agreement

All prior understandings, agreements, representations and warranties, oral or written, between the Settlor and the Trustee are merged in this instrument.

TWENTY-SECOND: Successors

This instrument shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs, executors, and administrators.

IN WITNESS WHEREOF, the Settlor and the Trustee have duly executed this agreement as of the 7th day of March, 2006.

SETTLOR:

/s/ Edward E. Matthews
----- (SEAL)
Edward E. Matthews

/s/ Bertil P-H Lundqvist

WITNESS

TRUSTEE:

PITCAIRN TRUST COMPANY

By: /s/ Averill R. Jarvis

Name: Averill R. Jarvis
Title: Senior Vice President

ATTEST: /s/ Denise L. Wallace

Ass't. Sec'y.

ACKNOWLEDGMENT OF SETTLOR

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

On March 7, 2006 before me, Lynne E. Harrison the undersigned, personally appeared Edward E. Matthews personally known to me or provide to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

(SEAL)

/s/ Lynne E. Harrison

Notary Public

ACKNOWLEDGMENT OF TRUSTEE

COMMONWEALTH OF PENNSYLVANIA)
) SS.:
COUNTY OF MONTGOMERY)

On March 9, 2006 before me, Christina L. Pastor the undersigned, personally appeared Averill R. Jarvis personally known to me or provide to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

/s/ Christina Pastor

Notary Public
(SEAL)

CREDIT SUISSE SECURITIES (USA) LLC

VOLARIS VOLATILITY MANAGEMENT
DISCRETIONARY INVESTMENT MANAGEMENT
AGREEMENT FOR BLIND TRUSTS

This Investment Management Agreement is entered into this ____ day of March, 2006 by and between CREDIT SUISSE SECURITIES (USA) LLC, a Limited Liability Company, having its principal place of business at 11 Madison Avenue, New York, NY 10010 ("Adviser") and Pitcairn Trust Company, a Pennsylvania Corporation, with an address at 165 Township Line Rd Ste 3000, Jenkintown, PA 19046, as Trustee of the 2006 EEM Volaris Trust (the "Client").

Whereas, Adviser designs and monitors an option overlay and spreading strategy that seeks to enhance returns and reduce volatility (the "Strategy"); and

Whereas, the assets identified on Exhibit A hereof are held in an account (the "Account") established with the Adviser and cleared and custodied at Pershing LLC (the "Custodian");

Whereas, the Client wishes to engage the Adviser to act as a discretionary investment adviser to the Client implementing the Strategy with respect to the assets of the Account;

Now, therefore, Client and Adviser agree as follows:

1. Appointment of Adviser.

Client appoints Adviser as discretionary investment adviser for the assets of the Account listed in Exhibit A attached hereto with full power and authority to supervise and direct the investments of and for the Account in conjunction with implementation of the Strategy without prior consultation with Client. Client has elected the Strategy in accordance with direction from the Settlor of the 2006 EEM Volaris Trust.

Adviser's investment decisions and advice for the Account shall be in accordance with (i) the investment objectives and guidelines for the Account as described in Exhibit B attached hereto ("Investment Guidelines"), (ii) the Trust Agreement, (iii) any written instructions provided by Client to Adviser and (iv) the information on the New Account Form executed by Client which is incorporated by reference. It shall be the responsibility of Client to advise Adviser in writing of any changes to any of the referenced documents.

Adviser is hereby appointed Client's agent with full power and authority with respect to the Account assets: (a) to purchase or sell options in accordance with the Investment Guidelines; (b) to execute transactions for the Account itself and/or with one or more securities brokerage firms as Adviser may select; (c) to sign and enter into on behalf of Client all documentation necessary for the management of the Account as contemplated in this Agreement, for which purpose Client appoints Agent attorney-in-fact; and (d) to act on behalf of Client in all matters necessary or incidental to management of the Account. This discretionary authority shall remain in full force and effect until terminated pursuant to paragraph 14 hereof.

2. Services of Adviser.

By executing this Agreement, Adviser accepts the appointment as investment adviser and agrees to supervise and direct the investments of and for the Account in accordance with Paragraph 1 and the Strategy. The responsibilities of Adviser do not extend to any assets of the Account other than those listed on Exhibit A attached hereto and any options purchased or sold pursuant to clause (a) of paragraph 1 hereof. Adviser does not give legal, tax or estate planning advice.

Except as may be otherwise required by law, the Adviser will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which the assets of the Account may be invested.

3. Representations of Adviser.

Adviser represents and warrants that it is and will at all times during

the term of this Agreement continue to be duly registered with the Securities and Exchange Commission as an investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act") and is not an affiliate of, controlled by or under common control with the issuer of the assets held in the Account.

4. Representations and Indemnification by Client.

Client represents and warrants that it is authorized by law and by the terms of the governing document to act as Trustee of the 2006 EEM Volaris Trust, and that as such has the authority to delegate to Adviser the investment management of the Account as provided in this Agreement, and such delegation has been accomplished in accordance with procedures and permitted by the governing document and by law.

The execution and delivery of this Agreement by Client shall constitute the representation that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise, and that (a) this Agreement will be binding upon Client in accordance with its terms; (b) the person executing this Agreement on behalf of the Client is fully authorized to enter into this Agreement; (c) the Client will deliver to the Adviser such evidence of such person's authority to execute this Agreement on behalf of the Client as the Adviser may reasonably require; (d) the Client received a copy of Part II of the Adviser's Form ADV more than 48 hours prior to execution of this Agreement; (e) the Client has received a copy of and has read the document entitled Characteristics and Risks of Standardized Options (document required to be sent to all clients prior to effecting option transactions), and understands that the Adviser shall provide a current copy of such document to the Client on request; and (f) the Client has read, executed and understands the Risk Disclosure Statement Concerning Derivatives attached as Exhibit C.

Client represents and warrants that all information it provides to Adviser pursuant to Paragraph 6(d) hereof will be accurate and complete in all material respects. Client agrees to indemnify and hold harmless Adviser, its affiliates and its assignees (each such person, an "Indemnified Party") from and against any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Party may become subject, and relating to or arising out of any breach of such representation and warranty, and will reimburse any Indemnified Party for all expenses (including reasonable counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense or settlement of any pending or threatened claim or any action, suit or proceeding arising therefrom, whether or not such claim, action, suit or proceeding is initiated or brought by or on behalf of Client.

5. Transaction Procedures; Brokerage.

Adviser may, but is not obligated to, aggregate purchase or sale orders with those of other client accounts when executing transactions on behalf of Client.

Unless otherwise directed, in exercising the authority granted to it to place orders for the purchase or sale of securities and/or other financial instruments, Adviser is authorized to execute transactions itself and/or establish and maintain brokerage accounts, select any broker or dealer (including any broker-dealer affiliated with Adviser) and negotiate commissions and fees to be paid on such transactions, subject to a continuing obligation to seek to obtain the best price, execution and overall terms. In instances where the Adviser (as a registered broker-dealer) executes transactions, the Client will pay brokerage commissions at the posted rates of Adviser unless otherwise agreed in writing prior to the execution of this Agreement.

Client understands that, pursuant to an automatic cash sweep program, cash awaiting investment or reinvestment will be invested in the money market fund selected by Client at the time the Account is opened. Adviser may receive revenue sharing payments or distribution payments pursuant to Rule 12b-1 of the Investment Company Act of 1940. Such payments are not credited back to Client in calculating the investment advisory fee set forth in paragraph 9. Information regarding fees and charges imposed by the fund complex and revenue sharing arrangements entered into by the fund complex are set forth in the current prospectus or other organizational or offering documents for each mutual fund. Such documents are available upon request.

Client shall promptly notify Adviser of the sale of assets held in the Account listed on Exhibit A. Adviser shall employ the Strategy with respect to the assets in the Account until notified by the client in writing of the sale of such assets.

6. Execution of Transactions by Adviser.

a. Principal Transactions

Before the completion of any transaction in which the Adviser proposes to act as principal, the Adviser will disclose to the Client the Adviser's capacity as principal and will obtain the Client's consent to such principal transaction.

b. Authorization of Agency Cross Transactions

Pursuant to Section 206(3) of the Investment Advisers Act of 1940 and Rule 206(3)-2 promulgated thereunder, the Client authorizes the Adviser to effect agency cross transactions for the Account and understands that with respect to agency cross transactions the Adviser will act as broker for, and receive commissions from, and have a potentially conflicting division of loyalties and responsibilities regarding both parties to such transactions. The Client may revoke this authorization at any time upon written notice to the Adviser.

c. Authorization to Effect Transactions

If the Account is subject to Section 11(a) of the 1934 Act and Rule 11a2-2(T) thereunder (or any similar rule which may be adopted in the future), it is agreed that, unless otherwise instructed by Client in writing, Adviser may retain commissions in connection with effecting any securities transactions for the Account. To the extent applicable, Adviser will furnish Client with all reports required by law.

d. Rule 144 of the Securities Act of 1933 ("Rule 144")

With respect to transactions, including but not limited to any sales, covered call writing programs, derivative strategies, or other transactions contemplated herein, Adviser shall transact in such securities in compliance with Rule 144. Client shall promptly give notice to Adviser of any information it may have concerning any intended dispositions or deemed dispositions of any securities which may be aggregated with or attributable to Client for Rule 144 purposes prior to such disposition or deemed disposition, which may include, but not be limited to gifts, sales, hedging activities, or other transfers. In addition, Adviser shall promptly give notice to Client of any actions taken by the Adviser that may be aggregated with or attributable to Client for Rule 144 purposes prior to such disposition or deemed disposition, which may include, but not be limited to gifts, sales, hedging activities, or other transfers.

Adviser shall make all necessary Rule 144 filings on behalf of Client that are required by the Adviser's activities pursuant to this Agreement in such manner as is required by Rule 144. Client shall promptly supply Adviser with all information necessary for Adviser to complete such filings relating to the Adviser's activities in a timely fashion. Client shall keep complete and accurate records of the number of shares with respect to which Rule 144 filings have been made and which Adviser has reported to the Client have been sold. Client shall notify Adviser when Client believes that additional Rule 144 filings are required, so that Client and Adviser can coordinate on the filing by Client of Rule 144 filings and the transactions by Adviser contemplated herein. Notwithstanding anything to the contrary contained in this Agreement, if Adviser in its sole discretion reasonably believes that it has insufficient information necessary for Adviser to comply with Rule 144 and its filing obligations hereunder, Adviser shall have full power and authority to not engage in any transaction for which such filing may be necessary and to take any other action or actions with respect to the Account assets that it reasonably determines to be appropriate under the circumstances until it receives the requisite information.

7. Authorization to Aggregate Orders and to Average Pricing.

The Client hereby authorizes the Adviser to aggregate purchases and sales of securities for the Account with purchases and sales of securities of the same issuer for other clients of the Adviser occurring on the same day. When transactions are so aggregated, the actual prices applicable to the aggregated transaction will be averaged, and the Account will be deemed to have purchased or sold its proportionate share of the securities involved at the average price so obtained. Average pricing will be used in both agency and principal trades in reported securities (those that are listed on an exchange or designated as national market securities.)

8. Limit of Liability.

Client represents that (a) it recognizes the inherent market

fluctuation risks which surround the investment and reinvestment of assets; (b) it is aware of the possible losses on the transactions in which Adviser will engage for the Account, and it is financially capable of bearing such losses; and (c) it has not received any written or verbal guarantees of performance of the Account and understands that no representative or agent of Adviser is authorized to make any such guarantees or representations now or in the future.

To the extent permitted by law, Adviser shall not be liable for any error of judgment or for any loss suffered by the Client in connection with the subject matter of this Agreement, except loss resulting from willful misconduct, bad faith or gross negligence in the performance by Adviser of its duties, or by reason of Adviser's reckless disregard of its obligations and duties under this Agreement. Under certain circumstances, these laws may impose liabilities on persons who act in good faith. Client expressly understands and agrees that Adviser does not guarantee that a specific result will be achieved through Adviser's management of the account.

Adviser shall not be responsible for any loss incurred by reason of any act or omission of Client, the Custodian or any third party, other than any third party controlled by, or under common control with, Adviser. Adviser shall be fully protected in acting upon any instruction believed by it to be genuine and signed or communicated by or on behalf of Client, and Adviser shall be under no duty to make any investigation or inquiry regarding any Client instruction. Adviser does not assume responsibility for the accuracy of information furnished by Custodian or any third party on which it reasonably relies.

9. Fees.

As compensation for the services provided by the Adviser under this Agreement, the Client will pay the Adviser a fee in accordance with the fee schedule described in Exhibit D to this Agreement which may only be amended in writing by the parties. This fee for the Adviser's services with respect to the Account shall be paid by debiting the Account quarterly in arrears at the end of each calendar quarter in accordance with the attached fee schedule. The initial fee will be assessed pro rata in the event this Agreement becomes effective other than as of the first of the calendar quarter based on the number of days during the quarter the assets were held in the Account.

The fee includes payment for: (i) investment advisory services; (ii) clearing and custodial services provided by Pershing LLC which shall include, among other things, custody of the assets of the Account, crediting of interest and dividends on the Account assets, crediting principal on called or matured securities in the Account together with other custodial functions customarily performed with respect to securities brokerage accounts; (iv) administrative services such as the charging and collection of account fees and the processing of deposits and withdrawals from the Account pursuant to the Client's instructions; and (v) the issuance of quarterly reports.

To the extent that there is insufficient cash or cash equivalents in the Account to cover the fee payable to Adviser in accordance with the fee schedule described in Exhibit D of this Agreement, Adviser will send an advisory fee calculation report to the Client. Client acknowledges that Custodian charges interest on the debit balance in the Account until such balance is satisfied.

10. Reporting/Valuation.

By arrangement with Pershing LLC, Adviser will provide Client with a monthly statement for any month during which there is trading activity in the Account and Adviser will also provide annual reports reflecting realized and unrealized gains and losses in the Account.

Adviser will provide Client with a valuation report of the Account as of the last day of each calendar quarter. The Account shall be valued in such manner as shall be determined in good faith by Adviser to reflect fair market value and the reports will reflect any information that Client shall request in order to satisfy its oversight responsibility as Trustee. It is agreed that Adviser, in the maintenance of its records, does not assume responsibility for the accuracy of information furnished by the Client and its agents. Client understands that this report shall not be used for tax reporting purposes.

Adviser will use its reasonable best efforts to obtain access to custody information for the Accounts through an online interface.

11. Notice.

Any notice, instructions or other communications required or contemplated by this Agreement shall be in writing and shall be addressed to the recipient at the address first above written, except that either party may by

notice designate a different address for such party.

12. Termination.

This Agreement may be terminated by either party at any time upon 30 days' written notice to the other party, which notice shall be effective when received by the other party. The termination of this Agreement shall not affect any obligation or liability of the Client for any transaction entered into or obligation incurred by the Client or on the Client's behalf prior to such termination.

13. Assignment; Delegation.

This Agreement shall be binding upon the parties hereto and their respective successors, heir and assigns; provided, however, that no "assignment" of this Agreement (as such term is defined by the Investment Advisers Act of 1940 and the rules thereunder) shall be made by Adviser or Client without the consent of the other party. Client understands that, as a result of this provision, a transaction involving Adviser that does not result in a change in the actual management or actual control of Adviser will not constitute an assignment and thus, no Client consent need be obtained in the event of such a transaction.

14. Confidentiality.

Pursuant to Regulation S-P adopted by the Securities and Exchange Commission, all nonpublic personal information provided by the Client to Adviser shall be held confidential by the Adviser; unless (i) the Adviser is authorized in writing by the Client to disclose such information to individuals and/or entities not affiliated with the Adviser; (ii) required to do so by judicial or regulatory process; (iii) it is necessary to carry out the purpose of this Agreement; or (iv) otherwise permitted to do so in accordance with the parameters of Regulation S-P. All recommendations, advice or other work product of the Adviser developed under the terms of this Agreement and disclosed to the Client shall be treated as confidential, except as required by law to be disclosed.

15. Construction; Governing Law.

Headings used in this Agreement are for convenience only, and shall not affect the construction or interpretation of any of its provisions.

This Agreement shall be interpreted and construed in accordance with the internal substantive laws (and not the choice of law rules) of the State of New York. All actions and proceedings brought by either Party relating to or arising from, directly or indirectly, this Agreement shall only be litigated in courts located within the State of New York. The Parties hereby submit to the personal jurisdiction of such courts; hereby waive personal service of process upon it and consent that any such service of process may be made by certified or registered mail, return receipt requested, directed to it at its address last specified for Notices hereunder, and service so made shall be deemed completed five (5) days after the same shall have been so mailed; and hereby waive the right to a trial by jury in any action or proceeding with the other Party.

16. Non-Waiver of Rights.

Nothing herein shall in any way constitute a waiver or limitation of any rights that Client may have under applicable federal or state laws.

17. Entire Agreement; Amendment.

This Agreement is the entire agreement between the parties as to the subject matter covered herein and supersedes all prior agreements and understandings of the parties in connection therewith. If there is any inconsistency or conflict between this Agreement and any other agreement between Adviser and Client relating to the Account, the terms and provisions of this Agreement shall control. If any provision of this Agreement shall be held or made invalid by statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected and, to this extent, the provisions of this Agreement shall be deemed to be severable. This Agreement may not be modified or amended except in a writing signed by the parties.

18. Disclosures.

a. The Adviser shall not be liable hereunder for any failure to recommend the purchase or sale of any security on behalf of the Client when, in the Adviser's opinion, such transaction (i) may be contrary to policies and procedures applicable to the Adviser, including those policies and procedures designed to avoid the misuse or appearance of misuse of nonpublic information; or (ii) may constitute a violation of any federal or state law, rule or regulation or a breach of any fiduciary or confidential relationship between Adviser or any of Adviser's officers or employees and any other person or persons.

b. The Client understands that the Adviser's investment banking division is the regular investment banker for a number of major corporations and, from time to time, performs investment banking services for other companies as well. The Adviser believes that the nature and range of clients to whom it renders such investment banking services is such that it would be inadvisable to exclude these companies from the Account's portfolio. Accordingly, unless the Client instructs the Adviser to the contrary, it is likely that the Client's holdings will include the securities of corporations for whom the Adviser performs investment banking services. Moreover, the Client's portfolio may include the securities of companies in which the Adviser or its officers or employees have positions, long or short.

c. The Client understands that the Adviser's opinions, recommendations and actions will be based on information deemed by the Adviser to be reliable, but not guaranteed to or by the Adviser. The Client agrees that the Adviser shall not in any way be liable for any error in judgment or any act or omission, provided that the Adviser acts in good faith, except as may be otherwise provided in applicable federal and state securities laws.

d. The Client understands that the Adviser in performance of its obligations and duties under this Agreement is entitled to rely upon the accuracy of information furnished by Client or on the Client's behalf, without further investigation.

e. The Client agrees that the Adviser will not be liable for any losses, costs or claims resulting from the Client's failure to notify the Adviser pursuant to paragraph 1 of this Agreement of any modifications or amendments to the Investment Guidelines or the Trust.

f. The Client understands that the Adviser and/or its directors, officers and employees handles accounts for, and renders investment advice and other investment management and broker-dealer services to other investors and institutions with respect to, and it may for its own account hold, purchase, sell or otherwise trade in and deal with securities which are the same as or similar to those which the Adviser purchases, sells, or otherwise trades in for the Investment Account, and that the same security will not always be bought or sold at the same price for each account. The Adviser shall be in all respects free to take action with respect to investments in securities for the Investment Account which is the same as or different from the action taken by it and/or any of the above-mentioned persons in handling such other accounts or rendering such other investment management or broker-dealer services or with respect to its or their investments in Securities. To the extent practicable, it is the Adviser's policy to allocate investment opportunities to the Investment Account over a period of time on a fair and equitable basis relative to other investors and institutions.

19. Counterparts.

This Agreement may be executed in one or more counterparts each of which when executed and delivered shall be an original and both counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the first date written above.

THE CLIENT ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT.

PITCAIRN TRUST COMPANY, Trustee of the 2006 EEM Volaris Trust

By: _____
Name:
Title:

Branch Manager

Managing Director

THE 2006 C.V. STARR VOLARIS TRUST

THIS TRUST AGREEMENT (this "Agreement") is entered into on the 7th day of March, 2006, by and between C.V. Starr & Co., Inc., a Delaware corporation (the "Settlor"), and Pitcairn Trust Company, a Pennsylvania corporation (the "Trustee").

W I T N E S S E T H :

FIRST: Name of Trust

This Trust shall be known as the 2006 C.V. Starr Volaris Trust (the "Trust").

SECOND: Trust Property

The Settlor hereby transfers, delivers and conveys to the Trustee all of the Settlor's right, title and interest in and to the property set forth in Schedule A, and the Trustee acknowledges receipt of such property, IN TRUST, and agrees to hold, administer and distribute such property, as well as any other property that may later become subject to this Trust under the terms and conditions set forth below.

The trust property to which the provisions hereof shall apply shall include not only the property set forth in Schedule A but also any other property acceptable to the Trustee which the Settlor may hereafter add during the Trust term and that may later become subject to this Trust, for the purposes and on the terms and conditions set forth herein.

THIRD: Trust Purpose

Notwithstanding any other provision herein, the Settlor intends to avoid any conflict of interest or appearance thereof that may arise from the Settlor's duties and powers as a shareholder up to the date of this Agreement of American International Group, Inc. (the "Issuer") in exercising any investment decisions with regard to shares of the Issuer. In furtherance thereof, the Settlor hereby creates this Trust, the primary purpose of which is to entrust to the Trustee the authority (within the terms herein, including, without limitation, the remaining provisions of this Article THIRD) to make all decisions and effectuate all decisions as to when and to what extent any transactions are effected with regard to any assets transferred to the Trust, including any Issuer stock transferred hereto (the "Shares"), in all instances without any participation in or knowledge of such decisions by the Settlor, the Settlor's successors-in-interest or any officer, director, shareholder or other person whose relationship to the Settlor or the Issuer gives such person access, directly or indirectly, to material information about the Issuer that is not generally available to the public (an "Interested Party"), subject to the provisions hereof. Although the Trustee shall have full discretion, the Settlor directs that the Trustee enter into a contract with Credit Suisse Securities (USA) LLC substantially in the form of Schedule B, attached hereto, under which the Trustee will retain Credit Suisse Securities (USA) LLC to extract returns from the trust's assets identified in such contract based on stock market volatility, utilizing (i) a low risk tolerance strategy (as defined in Exhibit B of such contract) when Issuer common stock has a market price below ninety dollars (\$90) per share and (ii) a medium risk tolerance strategy (as defined in Exhibit B of such contract) when Issuer common stock has a market price equal to or greater than (\$90) per share. Should such contract terminate for any reason, the Settlor directs the Trustee to enter into a substantially similar contract with another investment manager (each investment manager under this agreement, including Credit Suisse Securities (USA) LLC, hereinafter referred to as the "Adviser" and each investment manager contract hereinafter referred to as the "Adviser Contract"). Furthermore, the Settlor relieves the Trustee of all responsibility for managing the underlying assets and hereby limits the Trustee's responsibility to oversight of the Adviser. The Settlor authorizes the Trustee to rely solely on statements provided by the Adviser to fulfill its oversight responsibilities as Trustee. The Settlor acknowledges and agrees that the Settlor and/or its legal and financial representatives and advisers, has received, reviewed and understands (i) the disclosures, including, without limitation, the risk disclosures relating to the Strategy (as defined in the Adviser Contract); (ii) a copy of Part II of the Adviser's Form ADV; (iii) a copy of the document entitled Characteristics and Risks of Standardized Options, and understands that the Adviser shall provide a current copy of such

document on request; and (iv) the Risk Disclosure Statement Concerning Derivatives attached as Exhibit C to the Adviser Contract.

FOURTH: Trust Administration

(a) The Trustee shall collect the income from the trust property and shall hold any cash, whether income or principal, received by the Trust in cash or cash equivalents. The Trustee shall pay to the Settlor the amount of any cash and cash equivalents on hand to the extent that the value of such cash and cash equivalents shall be greater than five percent (5%) of the fair market value of the Shares, measured at the end of each calendar quarter using for valuation purposes the last sale price as reported on the last trading day on or prior to the end of such quarter, such payment to be made within thirty (30) days thereof, provided, however, that the Trustee may, in its absolute discretion, withhold the payment of any such cash or cash equivalents as a reserve for any cash requirements of the trust, including any fees, expenses or other liabilities. The Trustee may pay from time to time so much of the balance of the net income and principal, including to the extent of all thereof, to or for the benefit of the Settlor; provided, however, that the Trustee shall not distribute (other than pursuant to Article FIFTH herein) any Shares to the Settlor unless otherwise permitted under this Agreement.

(b) Notwithstanding anything to the contrary in this Agreement, the Trustee shall distribute all net income of the trust during the life of the Settlor to, and only to, the Settlor or the Settlor's successors-in-interest, which income shall be so distributed no later than as soon as practicable after the end of each calendar year, if and to the extent that the Settlor so directs, and all amounts distributable under this Agreement during the Settlor's life shall be distributed only to the Settlor or the Settlor's successors-in-interest.

(c) For purposes of this Article FOURTH, "income" shall include income from all sources, regardless of whether characterized for other purposes as principal or income including, without limitation, income generated with respect to call options and/or other derivative securities.

FIFTH: Trust Termination

Upon the earliest to occur of (a) the Settlor's dissolution, (b) the occurrence of an event described in Article EIGHTEENTH, or (c) written notice to the Trustee from the Settlor or the Settlor's duly appointed guardian or fiduciary, or an agent under a power of attorney revoking or ordering the termination of this Trust (in any case, the "Termination Date"), the Trustee shall distribute the principal (and income, to the extent not previously distributed) as then constituted to anyone previously designated by the Settlor in writing, including the Settlor or the Settlor's successors-in-interest, or, in default of the exercise of such general power of appointment, to the Settlor or the Settlor's successors-in-interest.

SIXTH: Amendments

This Trust can be amended at any time or from time to time by the Trustee, but only if the Trustee is advised by the Trustee's or the Settlor's securities counsel in writing that such amendment is necessary or desirable, and then only to the extent so necessary or desirable (a) to assure that the Trust and the sale of the Shares, writing, settling and rolling of call options with regard to the Shares, or any other derivative strategy effectuated by the Trustee or its investment adviser relating to the Shares are consistent with (i) then applicable securities laws, regulations or administrative policies or interpretations, and (ii) any responsibility that the Trustee, Adviser or the Settlor may have thereunder or (b) to avoid unanticipated liability of the Settlor, Trust, Trustee or Adviser thereunder. If the Trustee intends to amend the Trust pursuant to this Article SIXTH, it shall notify the Settlor in writing at least three business days before the effective date of such amendment.

SEVENTH: General Powers of the Trustee

In addition to any powers granted specifically or generally to the Trustee as provided by law, and in addition to every power and discretion conferred upon the Trustee by any provision hereof, the Settlor confers upon the Trustee the express powers set forth in this Article to be exercised by the Trustee in its sole discretion with respect to all property at any time coming into its hands, whether principal or income and whether by purchase or otherwise but at all times in accordance with Article THIRD:

(a) To take any actions with respect to transactions in the Shares for so

long as the Shares are held as an asset of the Trust; and hold the Shares in the Trust, sell all or some of the Shares from time to time, write and roll equity, index and over-the-counter covered calls and use call options and/or other derivative strategies to generate income, manage risk, and facilitate exit strategies for the account of the Settlor, provided that such action is not in violation of any applicable laws;

(b) To own, hold and possess such other securities and interests in the Issuer or other entities, either publicly or closely held, as part of or as all of the Trust assets for the entire Trust term, and continue to invest the principal of the Trust as then constituted in any such securities or interests as the Trustee in its discretion deems appropriate. The Trustee shall not be liable for any loss resulting from the retention of the Shares, or such securities or interests as part of or as all of the assets of the Trust. The Trustee shall have the power to retain the Shares and such securities or interests, notwithstanding any applicable law relating to the investment of trust assets, including any laws requiring diversification of trust assets;

(c) With respect to any stock or other securities forming part of this Trust, to exercise all voting rights, either in person or by proxy; exercise conversion, subscription, option and similar rights; enter or refuse to enter any dissolution, liquidation, consolidation, recapitalization, reorganization, merger or other change in capital structure, and in connection therewith, make exchanges of stock or other securities and enter into agreements on such terms and conditions as the Trustee may deem advisable; including without limitation, the deposit of any property with any protective, reorganization or similar committee, the delegation of discretionary powers thereto, the sharing in the payment of its expenses and compensation and the payment of any assessments levied with respect to such property; receive and retain property under any such plan whether or not the same is of a class in which fiduciaries are authorized by law to invest trust funds, and enter into voting trusts and agreements with other stockholders, and other holders of securities, or any one or more so such person, for such purposes and for such period of time (whether or not the same extends beyond the actual or probable duration of any trust created hereunder), and upon such terms and conditions as the Trustee shall deem advisable, provided, however, that notwithstanding the foregoing or any other provision of this Trust, the Trustee shall have full and absolute discretion with respect to the exercise of all voting rights, such discretion to include, without limitation, the authority to vote in accordance with any recommendation, to Issuer securityholders generally, of any independent third party, including Institutional Shareholder Services, Inc;

(d) To invest in mortgage participations, shares of investment trusts and regulated investment companies, including those controlled by any investment advisor or investment counsel employed by the Trustee, mutual funds, money market funds and index funds that may be acquired by prudent investors;

(e) To hold securities, including stock of the Issuer, or other property in the Trustee's name as the Trustee under the Trust, in the Trustee's own name or in the name of a nominee; or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery;

(f) To make executory contracts and grant options for any period and for any purpose;

(g) To buy and trade in securities and other financial instruments of any nature; buy and sell (covered or uncovered) equity, index and over-the counter options and otherwise deal in puts and calls; and to maintain and operate margin accounts and other accounts with brokers as security for loans and advances made to the Trustee; in particular, the Trustee is specifically authorized to sell securities to cover any of the Trust's expenses;

(h) To prosecute, defend, contest or otherwise litigate, at the expense of the Trust, legal actions or other proceedings for the protection or benefit of the Trustee or Trust. The Trustee shall further have the power to pay, compromise, release, adjust or submit to arbitration any debt, claim or controversy against or in favor of the Trust, as long as the Trustee reasonably believes that such action will be beneficial to the Trust;

(i) To carry, at the expense of the Trust, insurance of such types and in such amounts as the Trustee may deem advisable to insure the trust assets against any loss or damage and protect the Trustee against third party liability;

(j) To employ and pay the fees of, at the expense of the Trust, through the sale of trust assets if necessary, agents, experts, accountants, counsel, investment advisors, custodians, brokers, and others (including the Trustee, its successor or any affiliate) and delegate discretionary powers (including investment functions) to, and rely upon information and advice furnished by such agents, experts, accountants, counsel, investment advisors, custodians, brokers and others in connection with issues specific to the Trust, the

Settlor or the trust estate in connection with the Trustee's management, administration and protection of the trust estate; and

(k) To release or to restrict the scope of any power that the Trustee may hold in connection with the Trust hereunder, whether such power is expressly granted in this instrument or implied by law. The Trustee shall exercise this power in a written instrument executed by the Trustee and delivered to the Settlor, specifying the power(s) to be released or restricted and the nature of the restriction.

EIGHTH: Successor Trustees

(a) If the Trustee shall for any reason cease to act as the Trustee of the Trust, the Trustee shall promptly notify the Settlor of such occurrence and such person(s) as the Settlor shall appoint in writing shall act as the Trustee(s); provided, however, any successor Trustee appointed as hereinabove provided may not be the Settlor or any other Interested Party. All appointments of successor Trustee(s) shall be exercised in writing, duly acknowledged and shall be effective upon the written acceptance of the successor Trustee delivered to the Settlor.

(b) Any successor Trustee shall succeed as the Trustee of the Trust with like effect as though originally named the Trustee under this instrument. All authority, powers and discretions conferred on the original Trustee under this instrument shall pass to any successor Trustee.

(c) No bond or other security shall be required of any Trustee named herein, or appointed as hereinabove provided, for the faithful performance of such Trustee's duties in any state or other jurisdiction.

NINTH: Trustee Compensation

The Trustee shall be entitled to receive compensation for its services for acting in any fiduciary capacity under this instrument in accordance with Schedule C attached hereto and incorporated by reference herein.

TENTH: Trustee Resignation

The Trustee may resign as the Trustee hereunder at any time without leave of the Court by giving written notice to the Settlor. The resignation shall become effective on the acceptance of the Trusteeship by the successor Trustee(s) designated pursuant to Article EIGHTH hereof. Upon the written acceptance(s) by the appointed successor Trustee(s), and duly acknowledged receipt and release of the Settlor, the resigning Trustee shall (i) promptly deliver all trust assets in its possession to the successor Trustee(s), (ii) execute all documents and (iii) do all such things as may be necessary therefor.

ELEVENTH: Trustee Removal

The Settlor may remove any acting Trustee, with or without cause, by giving written notice to the Trustee, and one or more successors thereto shall be appointed in accordance with Article EIGHTH hereof. Upon the written acceptance(s) by the appointed successor Trustee(s), and duly acknowledged receipt and release of the Settlor, the removed Trustee shall (i) promptly deliver all trust assets in its possession to the successor Trustee(s), (ii) execute all documents and (iii) do all such things as may be necessary therefor.

TWELFTH: Trustee Liability

(a) A successor Trustee shall not be responsible for the acts or omissions of any prior Trustee.

(b) The original Trustee shall not be liable to the Settlor or the Settlor's successors-in-interest for any act, omission or default of the Trustee, including but not limited to exercising voting rights as provided under clause (c) of Article SEVENTH hereof, in its complete discretion, or of any other person, except by reason of the Trustee's acting in bad faith, willful misconduct or gross negligence.

(c) The Trust, the Settlor or the Settlor's successors-in-interest shall indemnify the Trustee to the fullest extent permitted by law, and shall save and hold the Trustee harmless from and in respect of all fees, costs and expenses incurred, including attorneys' fees, in connection with or resulting from any claim, action or demand against (or threatened against) the Trust or

the Trustee, which arise out of or in any way relate to the Trust or the trust estate, or the performance of the Trustee's duties under this instrument, including but not limited to following the income extraction program as described under Article THIRD hereof, and all such claims, actions and demands and any losses or damages resulting therefrom, including amounts paid in settlement or compromise of any such claim, action or demand; provided, however, this indemnity shall not extend to conduct by the Trustee that is adjudged to constitute bad faith, willful misconduct or gross negligence.

(d) Except to the extent any liability, loss or depreciation results from the Trustee's bad faith, willful misconduct or gross negligence, (i) the Settlor or the Settlor's successors-in-interest shall indemnify and hold the Trustee harmless from any and all liability resulting from the exercise or non-exercise of its discretion to engage in or disengage from any program designed to diversify or increase the return on the Issuer's common stock, (ii) the Trustee shall not be responsible for any loss or depreciation in value of any property authorized to be retained or acquired and (iii) the judgment of the Trustee with respect to the exercise of its discretion shall be binding and conclusive upon all persons who are beneficiaries or otherwise interested parties to this Trust.

(e) Unless resulting from the Trustee's bad faith, willful misconduct or gross negligence, and upon satisfaction of the conditions set forth herein with respect to each such action, every election, determination or other exercise of discretion by the Trustee with respect to the retention, disposition or acquisition of any trust assets shall be deemed to have been made with reasonable care, prudence and diligence by the Trustee.

THIRTEENTH: Adviser Liability

(a) The Adviser shall not be liable to the Settlor, the Trustee or the Settlor's successors-in-interest, for any act, omission or default of the Adviser or of any other person, except by reason of the Adviser's acting in bad faith, willful misconduct or gross negligence.

(b) The Trust, the Settlor or the Settlor's successors-in-interest shall indemnify the Adviser to the fullest extent permitted by law, and shall save and hold the Adviser harmless from and in respect of all fees, costs and expenses incurred, including reasonable attorneys' fees, in connection with or resulting from any claim, action or demand against (or threatened against) the Trust or the Adviser, which arise out of or in any way relate to the Trust or the trust estate, or the performance of the Adviser's duties hereunder or under the Adviser Contract, including but not limited to following the investment program referred to in Article THIRD hereof, and all such claims, actions and demands and any losses or damages resulting therefrom, including amounts paid in settlement or compromise of any such claim, action or demand; provided, however, (1) this indemnity shall not extend to conduct by the Adviser that is adjudged by a court of appropriate jurisdiction to constitute bad faith, willful misconduct or gross negligence by the Adviser, (2) the Adviser shall provide written notice to the Trustee and Settlor of any such claim, action or demand relating to such indemnification, and (3) the settlement or compromise of any such claim, action or demand shall be approved in writing by the Settlor, which consent shall not be unreasonably withheld.

(c) Except to the extent any liability, loss, depreciation or the Adviser's judgment results from the Adviser's bad faith, willful misconduct or gross negligence, (i) the Settlor or the Settlor's successors-in-interest shall indemnify and hold the Adviser harmless from any and all liability resulting from the exercise or non-exercise of its discretion to engage in or disengage from any program designed to diversify or increase the return on the Issuer's common stock, (ii) the Adviser shall not be responsible for any loss or depreciation in value of any property authorized to be retained or acquired and (iii) the judgment of the Adviser with respect to the exercise of its discretion shall be binding and conclusive upon all persons who are beneficiaries or otherwise interested parties to this Trust.

(d) Unless resulting from the Adviser's bad faith, willful misconduct or gross negligence, and upon satisfaction of the conditions set forth herein with respect to each such action, every election, determination or other exercise of discretion by the Adviser with respect to the retention, disposition or acquisition of any trust assets shall be deemed to have been made with reasonable care, prudence and diligence by the Adviser.

FOURTEENTH: Statements of the Trustee

A. The Trustee shall generate general account summary information each calendar quarter and may provide to Settlor more detailed statements of account activity from time to time, subject to Article SIXTEENTH hereof. Statements shall be provided no earlier than the earlier of (i) 90 days from

the date of the statement and (ii) the last expiration date of open positions listed on such statement.

B. A successor Trustee may accept as correct any statements of trust assets made by any predecessor Trustee; and no successor Trustee shall have any duty to take action to obtain redress for breach of trust committed by any predecessor Trustee, unless requested in writing by a person having a present or future beneficial interest in the Trust. A successor Trustee, however, may institute any action or proceeding for the settlement of the statements, acts or omissions of any predecessor Trustee.

FIFTEENTH: Grantor Trust Status

The Settlor intends that the Trust shall be taxed as a "grantor trust" pursuant to Section 676 of the Internal Revenue Code of 1986, as amended. The Trustee shall file any required income tax, information and other returns for the Trust promptly after the close of each taxable year of the Trust (or, if earlier, as required by applicable law) and shall timely provide the Settlor with only such information as shall be necessary to enable the Settlor to timely file its federal, state and local income tax, information and other returns with respect to its interest in the Trust or as otherwise required by applicable law. The Trustee is hereby authorized to make an election under Regulation ss. 1.671-4(b)(2)(i)(A) to use the Settlor's tax identification number if such election can be made under applicable law. If such an election is made, the Trustee shall provide the Settlor with the information required by Regulation ss. 1.671-4(b)(2)(ii). Upon Trustee's request the Settlor shall provide the Trustee with the completed IRS Form W-9 (or any successor thereof). Any tax advice or services required by the Trust, or the Trustee with respect to the Trust, shall be provided, at the expense of the Trust, by a firm authorized by the Settlor from time to time, and any filing with any tax authority on behalf of the Trust, or the Trustee with respect to the Trust, shall require the prior consent of the Settlor. The tax advisor initially authorized by the Settlor shall be the firm of Kronish Lieb Weiner & Hellman LLP.

SIXTEENTH: Blind Trust between the Settlor and the Trustee

A. Prohibition on Direct or Indirect Communications. Except as otherwise specifically provided in this Agreement, the Settlor and the Trustee shall not communicate, directly or indirectly, about the Shares or other securities in the Issuer.

B. Limitation on Equity Ownership. In no event shall the Settlor place in the Trust securities that, when aggregated with any securities of the same issuer already held in the Trust, would represent beneficial ownership equal to or greater than 10% of the outstanding equity securities of a corporation or other entity (including the Issuer) if such class of securities is registered under Section 12 of the Exchange Act.

C. Compliance with Rule 144. With respect to transactions, including but not limited to, any sales, covered call writing programs, derivative strategies, or other dispositions by the Trustee with regard to the Shares, the Trustee shall transact in such securities in compliance with Rule 144 of the Securities Act of 1933, as amended ("Rule 144") and make, or cause a third party, including any Adviser, to make, such filings as required. The Settlor shall promptly give notice to the Trustee of any intended disposition or activity that may be deemed a disposition of any of the Issuer's securities held by the Settlor, the Settlor's successors-in-interest or any other person or entity, including deemed dispositions pursuant to benefit plans, whose transactions in the Issuer's securities may be aggregated with or attributable to the Settlor, prior to such disposition or deemed disposition, which may include, but not be limited to gifts, sales, hedging activities, or other transfers. Such intended disposition or deemed disposition shall only take place if approved in writing by the Trustee if in the Trustee's sole discretion such disposition or deemed disposition is not in conflict with the Trustee's actions required or allowed under this Trust and Rule 144. Also, to facilitate any Rule 144 filings required to be made by the Settlor upon such disposition or deemed disposition, the Trustee shall supply the Settlor with the information required to be completed on such filing relating to the Trust's activities. In accepting any securities, the Trustee may rely on the Settlor's representation that such transfer will comply with the limitations provided in this paragraph.

D. Compliance with Section 16 by the Settlor. The Settlor shall comply with any and all reporting requirements under Section 16 of the Exchange Act upon the transfer of any assets to the Trust or back to the Settlor, including filing all Form 4's and Form 5's required by applicable Exchange Act rules. To facilitate such compliance, the Trustee shall notify the Settlor and the Settlor's designated representatives of all transactions effected by the Trust

that may be reportable under Section 16(a) of the Exchange Act not later than one day after initiating each such transaction. In addition, the Settlor will promptly provide to the Trustee a list of all transactions reportable under Section 16(a) of the Exchange Act executed within seven (7) months previous to the date hereof by the Settlor or anyone whose activities may be attributed to the Settlor, including transactions that are exempt from Section 16(b) of the Exchange Act.

E. Investment Control by the Settlor. The Settlor and the Trustee acknowledge and agree that the Settlor does not have or share and will not exercise authority or control over, nor will attempt to influence in any way the Trustee's decisions that directly or indirectly affect the acquisition or disposition of any options, derivative securities or other securities of the Issuer or relating to the Issuer or the Issuer's securities by the Trust, including decisions to continue to hold an investment ("Investment Decisions").

F. No Voting Control by the Settlor. The Settlor and the Trustee acknowledge and agree that the Settlor does not have or share and will not exercise authority or control over, nor will attempt to influence in any way, the Trustee's decisions relating to the voting of the Shares (or any decision to refrain from voting on a matter) or the giving of a proxy with respect thereto ("Voting Decisions").

G. No Solicitation of Advice by the Trustee. The Trustee acknowledges and agrees that it will not under any circumstances request from any Interested Party, directly or indirectly, any information, regardless of its form, which may be written, oral, electronic "soft copy" or any other form used to communicate, concerning, without limitation, the results of operations, financial condition, technology, research and development activities, employees, officers, directors, business or prospects of the Issuer or any other information that could materially influence an Investment Decision or a Voting Decision ("Advice"). The foregoing notwithstanding, the Settlor and the Trustee agree and understand that the Trustee, as part of keeping itself fully informed regarding the Issuer in particular and regarding its industry segment and the market in general, may participate in analyst calls and other public communications from the Issuer irrespective of whether the Settlor or any other Interested Party serves as the spokesperson for the Issuer during the course of such public communications and further, that participating in such analyst calls and other public communications and communications with or on behalf of the Issuer will not be deemed a violation of the Trust, or the Trustee's duties hereunder. The parties acknowledge and agree that the restrictions on the "Trustee" in this clause G shall be deemed to apply solely to the employees of the trust department of any corporate Trustee responsible for administering this Trust and not to the Trustee in its corporate capacity generally, in its capacity as a service provider outside of its trust department, or in its capacity as a service provider to other accounts within its trust department.

H. No Provision of Advice by the Settlor. The Settlor acknowledges and agrees that under no circumstances, whether directly or indirectly, will it provide any Advice to the Trustee or to any other person associated with Investment Decisions or Voting Decisions with respect to the Shares. The Settlor and the Trustee further acknowledge and agree that, should the Settlor be approached by any of the foregoing persons seeking to engage in a dialogue (oral or written) concerning any subject that might have a possible bearing on an Investment Decision or a Voting Decision, the Settlor will inform the other person involved in the dialogue of the obligations of the parties hereunder, and will refrain from providing any Advice during the course of any such dialogue. Without limiting the foregoing, the Settlor specifically agrees that it will not provide to the Trustee or its agents or associates any material non-public information it has obtained from any source regarding the Issuer.

I. Material non-public information. The Trustee represents that the employees of the Trustee administering the Trust have no material non-public information about the Issuer and shall not execute any transactions in the Trust property while in possession of such information. The parties acknowledge and agree that the restrictions on the "Trustee" in this clause shall be deemed to apply solely to the employees of the trust department of any corporate Trustee responsible for administering this Trust and not to the Trustee in its corporate capacity generally, in its capacity as a service provider outside of its trust department, or in its capacity as a service provider to other accounts within its trust department. In addition, the parties agree that the transactions by the Trustee in the Trust property contemplated hereunder are independent of any other transactions that Settlor may or may not take with respect to securities of the Issuer or otherwise.

SEVENTEENTH: Situs of the Trust

This Agreement shall be construed in accordance with the custom and usage

prevailing in, and be regulated by the laws of the Commonwealth of Pennsylvania. As long as the Trust is a Pennsylvania trust, the law governing the administration of the Trust shall be controlled by Pennsylvania law. If Trustee proposes to effect any change that would cause the Trust to cease to be a Pennsylvania trust, it shall notify Settlor at least ten days in advance of effecting such change. This Article shall apply regardless of any change of residence of Trustee, or any beneficiary, or the appointment or substitution of a Trustee residing or doing business in another state.

EIGHTEENTH: Severability of Provisions

If any provisions of this instrument are declared invalid or unenforceable, the remaining provisions shall nevertheless be carried into effect; provided, however, that the parties acknowledge that a principal purpose of the transactions effectuated by the Trust is that the transactions not be attributable to the Settlor for purposes of Section 16 of the Exchange Act and, if any provision of this Agreement that is necessary or advisable for such purpose is declared by a court of appropriate jurisdiction to be invalid or unenforceable, then this Trust will terminate.

NINETEENTH: Loans

The Trustee has the power upon any terms, including on a recourse or non-recourse basis, to borrow money from any person, including itself, its successor or any affiliate or any Adviser, in an amount up to ten (10%) percent of the trust assets, valued as of the date of such loan, to be secured by the trust assets, for any lawful purpose and to pledge assets as security for repayment. The Trustee, in its corporate capacity, is also authorized, in its sole discretion, to lend to the Settlor up to the maximum amount permitted by law, which loans to the Settlor shall be full recourse against the Settlor.

TWENTIETH: Execution in Counterparts

This Agreement may be executed via facsimile, in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TWENTY-FIRST: Sole Agreement

All prior understandings, agreements, representations and warranties, oral or written, between the Settlor and the Trustee are merged in this instrument.

TWENTY-SECOND: Successors

This instrument shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs, executors, and administrators.

IN WITNESS WHEREOF, the Settlor and the Trustee have duly executed this agreement as of the 7th day of March, 2006.

SETTLOR:

C.V. STARR & CO., INC.

By: /s/ Edward E. Matthews

Name: Edward E. Matthews
Title:

(SEAL) /s/ Bertil P-H Lundqvist

WITNESS

TRUSTEE:

PITCAIRN TRUST COMPANY

By: /s/ Averill R. Jarvis

Name: Averill R. Jarvis

ATTEST: /s/ Denise L. Wallace

Ass't. Sec'y.

ACKNOWLEDGMENT OF SETTLOR

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

On March 7, 2006 before me, Lynne E. Harrison the undersigned, personally appeared Edward E. Matthews personally known to me or provide to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

(SEAL)

/s/ Lynne E. Harrison

Notary Public

ACKNOWLEDGMENT OF TRUSTEE

COMMONWEALTH OF PENNSYLVANIA)
) SS.:
COUNTY OF MONTGOMERY)

On March 9, 2006 before me, Christina L. Pastor the undersigned, personally appeared Averill R. Jarvis personally known to me or provide to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

/s/ Christina Pastor

Notary Public
(SEAL)

CREDIT SUISSE SECURITIES (USA) LLC

VOLARIS VOLATILITY MANAGEMENT
DISCRETIONARY INVESTMENT MANAGEMENT
AGREEMENT FOR BLIND TRUSTS

This Investment Management Agreement is entered into this ____ day of March, 2006 by and between CREDIT SUISSE SECURITIES (USA) LLC, a Limited Liability Company, having its principal place of business at 11 Madison Avenue, New York, NY 10010 ("Adviser") and Pitcairn Trust Company, a Pennsylvania Corporation, with an address at 165 Township Line Rd Ste 3000, Jenkintown, PA 19046 as Trustee of the 2006 C.V. Starr Volaris Trust (the "Client").

Whereas, Adviser designs and monitors an option overlay and spreading strategy that seeks to enhance returns and reduce volatility (the "Strategy"); and

Whereas, the assets identified on Exhibit A hereof are held in an account (the "Account") established at and cleared and custodied with the Adviser;

Whereas, the Client wishes to engage the Adviser to act as a discretionary investment adviser to the Client implementing the Strategy with respect to the assets of the Account;

Now, therefore, Client and Adviser agree as follows:

1. Appointment of Adviser.

Client appoints Adviser as discretionary investment adviser for the assets of the Account listed in Exhibit A attached hereto with full power and authority to supervise and direct the investments of and for the Account in conjunction with implementation of the Strategy without prior consultation with Client. Client has elected the Strategy in accordance with direction from the Settlor of the 2006 C.V. Starr Volaris Trust.

Adviser's investment decisions and advice for the Account shall be in accordance with (i) the investment objectives and guidelines for the Account as described in Exhibit B attached hereto ("Investment Guidelines"), (ii) the Trust Agreement, (iii) any written instructions provided by Client to Adviser and (iv) the information on the New Account Form executed by Client which is incorporated by reference. It shall be the responsibility of Client to advise Adviser in writing of any changes to any of the referenced documents.

Adviser is hereby appointed Client's agent with full power and authority with respect to the Account assets: (a) to purchase or sell options in accordance with the Investment Guidelines; (b) to execute transactions for the Account itself and/or with one or more securities brokerage firms as Adviser may select; (c) to sign and enter into on behalf of Client all documentation necessary for the management of the Account as contemplated in this Agreement, for which purpose Client appoints Agent attorney-in-fact; and (d) to act on behalf of Client in all matters necessary or incidental to management of the Account. This discretionary authority shall remain in full force and effect until terminated pursuant to paragraph 14 hereof.

2. Services of Adviser.

By executing this Agreement, Adviser accepts the appointment as investment adviser and agrees to supervise and direct the investments of and for the Account in accordance with Paragraph 1 and the Strategy. The responsibilities of Adviser do not extend to any assets of the Account other than those listed on Exhibit A attached hereto and any options purchased or sold pursuant to clause (a) of paragraph 1 hereof. Adviser does not give legal, tax or estate planning advice.

Except as may be otherwise required by law, the Adviser will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which the assets of the Account may be invested.

3. Representations of Adviser.

Adviser represents and warrants that it is and will at all times during the term of this Agreement continue to be duly registered with the Securities and Exchange Commission as an investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act") and is not an affiliate of,

controlled by or under common control with the issuer of the assets held in the Account.

4. Representations and Indemnification by Client.

Client represents and warrants that it is authorized by law and by the terms of the governing document to act as Trustee of the 2006 C.V. Starr Volaris Trust, and that as such has the authority to delegate to Adviser the investment management of the Account as provided in this Agreement, and such delegation has been accomplished in accordance with procedures and permitted by the governing document and by law.

The execution and delivery of this Agreement by Client shall constitute the representation that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise, and that (a) this Agreement will be binding upon Client in accordance with its terms; (b) the person executing this Agreement on behalf of the Client is fully authorized to enter into this Agreement; (c) the Client will deliver to the Adviser such evidence of such person's authority to execute this Agreement on behalf of the Client as the Adviser may reasonably require; (d) the Client received a copy of Part II of the Adviser's Form ADV more than 48 hours prior to execution of this Agreement; (e) the Client has received a copy of and has read the document entitled Characteristics and Risks of Standardized Options (document required to be sent to all clients prior to effecting option transactions), and understands that the Adviser shall provide a current copy of such document to the Client on request; and (f) the Client has read, executed and understands the Risk Disclosure Statement Concerning Derivatives attached as Exhibit C.

Client represents and warrants that all information it provides to Adviser pursuant to Paragraph 6(d) hereof will be accurate and complete in all material respects. Client agrees to indemnify and hold harmless Adviser, its affiliates and its assignees (each such person, an "Indemnified Party") from and against any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Party may become subject, and relating to or arising out of any breach of such representation and warranty, and will reimburse any Indemnified Party for all expenses (including reasonable counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense or settlement of any pending or threatened claim or any action, suit or proceeding arising therefrom, whether or not such claim, action, suit or proceeding is initiated or brought by or on behalf of Client.

5. Transaction Procedures; Brokerage.

Adviser may, but is not obligated to, aggregate purchase or sale orders with those of other client accounts when executing transactions on behalf of Client.

Unless otherwise directed, in exercising the authority granted to it to place orders for the purchase or sale of securities and/or other financial instruments, Adviser is authorized to execute transactions itself and/or establish and maintain brokerage accounts, select any broker or dealer (including any broker-dealer affiliated with Adviser) and negotiate commissions and fees to be paid on such transactions, subject to a continuing obligation to seek to obtain the best price, execution and overall terms. In instances where the Adviser (as a registered broker-dealer) executes transactions, the Client will pay brokerage commissions at the posted rates of Adviser unless otherwise agreed in writing prior to the execution of this Agreement.

6. Execution of Transactions by Adviser.

a. Principal Transactions

Before the completion of any transaction in which the Adviser proposes to act as principal, the Adviser will disclose to the Client the Adviser's capacity as principal and will obtain the Client's consent to such principal transaction.

b. Authorization of Agency Cross Transactions

Pursuant to Section 206(3) of the Investment Advisers Act of 1940 and Rule 206(3)-2 promulgated thereunder, the Client authorizes the Adviser to effect agency cross transactions for the Account and understands that with respect to agency cross transactions the Adviser will act as broker for, and receive commissions from, and have a potentially conflicting division of loyalties and responsibilities regarding both parties to such transactions. The Client may revoke this authorization at any time upon written notice to the Adviser.

c. Authorization to Effect Transactions

If the Account is subject to Section 11(a) of the 1934 Act and Rule 11a2-2(T) thereunder (or any similar rule which may be adopted in the future), it is agreed that, unless otherwise instructed by Client in writing, Adviser may retain commissions in connection with effecting any securities transactions for the Account. To the extent applicable, Adviser will furnish Client with all reports required by law.

d. Rule 144 of the Securities Act of 1933 ("Rule 144")

With respect to transactions, including but not limited to any sales, covered call writing programs, derivative strategies, or other transactions contemplated herein, Adviser shall transact in such securities in compliance with Rule 144. Client shall promptly give notice to Adviser of any information it may have concerning any intended dispositions or deemed dispositions of any securities which may be aggregated with or attributable to Client for Rule 144 purposes prior to such disposition or deemed disposition, which may include, but not be limited to gifts, sales, hedging activities, or other transfers. In addition, Adviser shall promptly give notice to Client of any actions taken by the Adviser that may be aggregated with or attributable to Client for Rule 144 purposes prior to such disposition or deemed disposition, which may include, but not be limited to gifts, sales, hedging activities, or other transfers.

Adviser shall make all necessary Rule 144 filings on behalf of Client that are required by the Adviser's activities pursuant to this Agreement in such manner as is required by Rule 144. Client shall promptly supply Adviser with all information necessary for Adviser to complete such filings relating to the Adviser's activities in a timely fashion. Client shall keep complete and accurate records of the number of shares with respect to which Rule 144 filings have been made and which Adviser has reported to the Client have been sold. Client shall notify Adviser when Client believes that additional Rule 144 filings are required, so that Client and Adviser can coordinate on the filing by Client of Rule 144 filings and the transactions by Adviser contemplated herein. Notwithstanding anything to the contrary contained in this Agreement, if Adviser in its sole discretion reasonably believes that it has insufficient information necessary for Adviser to comply with Rule 144 and its filing obligations hereunder, Adviser shall have full power and authority to not engage in any transaction for which such filing may be necessary and to take any other action or actions with respect to the Account assets that it reasonably determines to be appropriate under the circumstances until it receives the requisite information.

7. Authorization to Aggregate Orders and to Average Pricing.

The Client hereby authorizes the Adviser to aggregate purchases and sales of securities for the Account with purchases and sales of securities of the same issuer for other clients of the Adviser occurring on the same day. When transactions are so aggregated, the actual prices applicable to the aggregated transaction will be averaged, and the Account will be deemed to have purchased or sold its proportionate share of the securities involved at the average price so obtained. Average pricing will be used in both agency and principal trades in reported securities (those that are listed on an exchange or designated as national market securities.)

8. Limit of Liability.

Client represents that (a) it recognizes the inherent market fluctuation risks which surround the investment and reinvestment of assets; (b) it is aware of the possible losses on the transactions in which Adviser will engage for the Account, and it is financially capable of bearing such losses; and (c) it has not received any written or verbal guarantees of performance of the Account and understands that no representative or agent of Adviser is authorized to make any such guarantees or representations now or in the future.

To the extent permitted by law, Adviser shall not be liable for any error of judgment or for any loss suffered by the Client in connection with the subject matter of this Agreement, except loss resulting from willful misconduct, bad faith or gross negligence in the performance by Adviser of its duties, or by reason of Adviser's reckless disregard of its obligations and duties under this Agreement. Under certain circumstances, these laws may impose liabilities on persons who act in good faith. Client expressly understands and agrees that Adviser does not guarantee that a specific result will be achieved through Adviser's management of the account.

Adviser shall not be responsible for any loss incurred by reason of any act or omission of Client or any third party, other than any third party controlled by, or under common control with, Adviser. Adviser shall be fully protected in acting upon any instruction believed by it to be genuine and signed or communicated by or on behalf of Client, and Adviser shall be under

no duty to make any investigation or inquiry regarding any Client instruction. Adviser does not assume responsibility for the accuracy of information furnished by any third party on which it reasonably relies.

9. Fees.

As compensation for the services provided by the Adviser under this Agreement, the Client will pay the Adviser a fee in accordance with the fee schedule described in Exhibit D to this Agreement which may only be amended in writing by the parties. This fee for the Adviser's services with respect to the Account shall be paid by debiting the Account quarterly in arrears at the end of each calendar quarter in accordance with the attached fee schedule. The initial fee will be assessed pro rata in the event this Agreement becomes effective other than as of the first of the calendar quarter based on the number of days during the quarter the assets were held in the Account.

To the extent that there is insufficient cash or cash equivalents in the Account to cover the fee payable to Adviser in accordance with the fee schedule described in Exhibit D of this Agreement, Adviser will send an advisory fee calculation report to the Client. Client acknowledges that Adviser charges interest on the debit balance in the Account until such balance is satisfied. Fees paid in advance of a termination pursuant to paragraph 12 of this Agreement will be prorated to the date of termination, and any unearned portion thereof will be refunded to the Client.

10. Reporting/Valuation.

Adviser will provide Client with a monthly statement for any month during which there is trading activity in the Account and Adviser will also provide annual reports reflecting realized and unrealized gains and losses in the Account.

Adviser will provide Client with a valuation report of the Account as of the last day of each calendar quarter. The Account shall be valued in such manner as shall be determined in good faith by Adviser to reflect fair market value and the reports will reflect any information that Client shall request in order to satisfy its oversight responsibility as Trustee. It is agreed that Adviser, in the maintenance of its records, does not assume responsibility for the accuracy of information furnished by the Client and its agents. Client understands that this report shall not be used for tax reporting purposes.

Adviser will use its reasonable best efforts to obtain access to custody information for the Accounts through an online interface.

11. Notice.

Any notice, instructions or other communications required or contemplated by this Agreement shall be in writing and shall be addressed to the recipient at the address first above written, except that either party may by notice designate a different address for such party.

12. Termination.

This Agreement may be terminated by either party at any time upon 30 days' written notice to the other party, which notice shall be effective when received by the other party. The termination of this Agreement shall not affect any obligation or liability of the Client for any transaction entered into or obligation incurred by the Client or on the Client's behalf prior to such termination.

13. Assignment; Delegation.

This Agreement shall be binding upon the parties hereto and their respective successors, heirs and assigns; provided, however, that no "assignment" of this Agreement (as such term is defined by the Investment Advisers Act of 1940 and the rules thereunder) shall be made by Adviser or Client without the consent of the other party. Client understands that, as a result of this provision, a transaction involving Adviser that does not result in a change in the actual management or actual control of Adviser will not constitute an assignment and thus, no Client consent need be obtained in the event of such a transaction.

14. Confidentiality.

Pursuant to Regulation S-P adopted by the Securities and Exchange Commission, all nonpublic personal information provided by the Client to Adviser shall be held confidential by the Adviser; unless (i) the Adviser is authorized in writing by the Client to disclose such information to individuals and/or entities not affiliated with the Adviser; (ii) required to do so by judicial or regulatory process; (iii) it is necessary to carry out the purpose of this Agreement; or (iv) otherwise permitted to do so in

accordance with the parameters of Regulation S-P. All recommendations, advice or other work product of the Adviser developed under the terms of this Agreement and disclosed to the Client shall be treated as confidential, except as required by law to be disclosed.

15. Construction; Governing Law.

Headings used in this Agreement are for convenience only, and shall not affect the construction or interpretation of any of its provisions.

This Agreement shall be interpreted and construed in accordance with the internal substantive laws (and not the choice of law rules) of the State of New York. All actions and proceedings brought by either Party relating to or arising from, directly or indirectly, this Agreement shall only be litigated in courts located within the State of New York. The Parties hereby submit to the personal jurisdiction of such courts; hereby waive personal service of process upon it and consent that any such service of process may be made by certified or registered mail, return receipt requested, directed to it at its address last specified for Notices hereunder, and service so made shall be deemed completed five (5) days after the same shall have been so mailed; and hereby waive the right to a trial by jury in any action or proceeding with the other Party.

16. Non-Waiver of Rights.

Nothing herein shall in any way constitute a waiver or limitation of any rights that Client may have under applicable federal or state laws.

17. Entire Agreement; Amendment.

This Agreement is the entire agreement between the parties as to the subject matter covered herein and supersedes all prior agreements and understandings of the parties in connection therewith. If there is any inconsistency or conflict between this Agreement and any other agreement between Adviser and Client relating to the Account, the terms and provisions of this Agreement shall control. If any provision of this Agreement shall be held or made invalid by statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected and, to this extent, the provisions of this Agreement shall be deemed to be severable. This Agreement may not be modified or amended except in a writing signed by the parties.

18. Disclosures.

a. The Adviser shall not be liable hereunder for any failure to recommend the purchase or sale of any security on behalf of the Client when, in the Adviser's opinion, such transaction (i) may be contrary to policies and procedures applicable to the Adviser, including those policies and procedures designed to avoid the misuse or appearance of misuse of nonpublic information; or (ii) may constitute a violation of any federal or state law, rule or regulation or a breach of any fiduciary or confidential relationship between Adviser or any of Adviser's officers or employees and any other person or persons.

b. The Client understands that the Adviser's investment banking division is the regular investment banker for a number of major corporations and, from time to time, performs investment banking services for other companies as well. The Adviser believes that the nature and range of clients to whom it renders such investment banking services is such that it would be inadvisable to exclude these companies from the Account's portfolio. Accordingly, unless the Client instructs the Adviser to the contrary, it is likely that the Client's holdings will include the securities of corporations for whom the Adviser performs investment banking services. Moreover, the Client's portfolio may include the securities of companies in which the Adviser or its officers or employees have positions, long or short.

c. The Client understands that the Adviser's opinions, recommendations and actions will be based on information deemed by the Adviser to be reliable, but not guaranteed to or by the Adviser. The Client agrees that the Adviser shall not in any way be liable for any error in judgment or any act or omission, provided that the Adviser acts in good faith, except as may be otherwise provided in applicable federal and state securities laws.

d. The Client understands that the Adviser in performance of its obligations and duties under this Agreement is entitled to rely upon the accuracy of information furnished by Client or on the Client's behalf, without further investigation.

e. The Client agrees that the Adviser will not be liable for any losses, costs or claims resulting from the Client's failure to notify the Adviser pursuant to paragraph 1 of this Agreement of any modifications or

amendments to the Investment Guidelines or the Trust.

f. The Client understands that the Adviser and/or its directors, officers and employees handles accounts for, and renders investment advice and other investment management and broker-dealer services to other investors and institutions with respect to, and it may for its own account hold, purchase, sell or otherwise trade in and deal with securities which are the same as or similar to those which the Adviser purchases, sells, or otherwise trades in for the Investment Account, and that the same security will not always be bought or sold at the same price for each account. The Adviser shall be in all respects free to take action with respect to investments in securities for the Investment Account which is the same as or different from the action taken by it and/or any of the above-mentioned persons in handling such other accounts or rendering such other investment management or broker-dealer services or with respect to its or their investments in Securities. To the extent practicable, it is the Adviser's policy to allocate investment opportunities to the Investment Account over a period of time on a fair and equitable basis relative to other investors and institutions.

19. Counterparts.

This Agreement may be executed in one or more counterparts each of which when executed and delivered shall be an original and both counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the first date written above.

THE CLIENT ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT.

PITCAIRN TRUST COMPANY, Trustee of the 2006 C.V. Starr Volaris Trust

By: _____
Name:
Title:

CREDIT SUISSE SECURITIES (USA) LLC

Branch Manager

Managing Director

THE 2006 MRG/CPG VOLARIS TRUST

THIS TRUST AGREEMENT (this "Agreement") is entered into on the 9th day of March, 2006, by and between Maurice R. Greenberg and Corinne P. Greenberg (each the "Settlor" of his or her one-half of the trust assets and, where appropriate in the context, the "Settlors"), and Pitcairn Trust Company, a Pennsylvania corporation (the "Trustee").

W I T N E S S E T H :

FIRST: Name of Trust

This Trust shall be known as the 2006 MRG/CPG Volaris Trust (the "Trust").

SECOND: Trust Property

The Settlers hereby transfer, deliver and convey to the Trustee all of the Settlers' right, title and interest in and to the property set forth in Schedule A, and the Trustee acknowledges receipt of such property, IN TRUST, and agrees to hold, administer and distribute such property, as well as any other property that may later become subject to this Trust under the terms and conditions set forth below. The Settlers own the shares being transferred in equal share, as tenants in common. The Trustee shall administer the assets transferred hereby as a single trust, for the benefit of each of the Settlers as to one-half thereof.

The trust property to which the provisions hereof shall apply shall include not only the property set forth in Schedule A but also any other property acceptable to the Trustee which the Settlers or either of them may hereafter add during the Trust term and that may later become subject to this Trust, for the purposes and on the terms and conditions set forth herein.

THIRD: Trust Purpose

Notwithstanding any other provision herein, the Settlers intend to avoid any conflict of interest or appearance thereof that may arise from the Settlers' powers as shareholders up to the date of this Agreement of American International Group, Inc. (the "Issuer"), or from the duties and powers of Maurice R. Greenberg, one of the Settlers, as the former chief executive officer of the Issuer. In furtherance thereof, the Settlers hereby create this Trust, the primary purpose of which is to entrust to the Trustee the authority (within the terms herein, including, without limitation, the remaining provisions of this Article THIRD) to make all decisions and effectuate all decisions as to when and to what extent any transactions are effected with regard to any assets transferred to the Trust, including any Issuer stock transferred hereto (the "Shares"), in all instances without any participation in or knowledge of such decisions by either of the Settlers, any dependent child of either Settlor or any officer, director, shareholder or other person whose relationship to either Settlor or the Issuer gives such person access, directly or indirectly, to material information about the Issuer that is not generally available to the public (an "Interested Party"), subject to the provisions hereof. Although the Trustee shall have full discretion, the Settlers direct that the Trustee enter into a contract with Credit Suisse Securities (USA) LLC substantially in the form of Schedule B, attached hereto, under which the Trustee will retain Credit Suisse Securities (USA) LLC to extract returns from the trust's assets identified in such contract based on stock market volatility, utilizing (i) a low risk tolerance strategy (as defined in Exhibit B of such contract) when Issuer common stock has a market price below ninety dollars (\$90) per share and (ii) a medium risk tolerance strategy (as defined in Exhibit B of such contract) when Issuer common stock has a market price equal to or greater than (\$90) per share. Should such contract terminate for any reason, the Settlers direct the Trustee to enter into a substantially similar contract with another investment manager (each investment manager under this agreement, including Credit Suisse Securities (USA) LLC, hereinafter referred to as the "Adviser" and each investment manager contract hereinafter referred to as the "Adviser Contract"). Furthermore, the Settlers relieve the Trustee of all responsibility for managing the underlying assets and hereby limit the Trustee's responsibility to oversight of the Adviser. The Settlers authorize the Trustee to rely solely on statements provided by the Adviser to fulfill its oversight responsibilities as Trustee. The Settlers acknowledge and agree that each Settlor and/or his or her legal and financial representatives and advisers, has received, reviewed and understands (i) the disclosures, including, without limitation, the risk

disclosures relating to the Strategy (as defined in the Adviser Contract); (ii) a copy of Part II of the Adviser's Form ADV; (iii) a copy of the document entitled Characteristics and Risks of Standardized Options, and understands that the Adviser shall provide a current copy of such document on request; and (iv) the Risk Disclosure Statement Concerning Derivatives attached as Exhibit C to the Adviser Contract.

FOURTH: Trust Administration

(a) The Trustee shall collect the income from the trust property and shall hold any cash, whether income or principal, received by the Trust in cash or cash equivalents. The Trustee shall pay to each Settlor the amount of any cash and cash equivalents on hand in his or her share of the trust to the extent that the value of such cash and cash equivalents shall be greater than five percent (5%) of the fair market value of the Shares, measured at the end of each calendar quarter using for valuation purposes the last sale price as reported on the last trading day on or prior to the end of such quarter, such payment to be made within thirty (30) days thereof, provided, however, that the Trustee may, in its absolute discretion, withhold the payment of any such cash or cash equivalents as a reserve for any cash requirements of the trust, including any fees, expenses or other liabilities. The Trustee may pay from time to time so much of the balance of the net income and principal, including to the extent of all thereof, to or for the benefit of a Settlor; provided, however, that the Trustee shall not distribute (other than pursuant to Article FIFTH herein) any Shares to a Settlor unless otherwise permitted under this Agreement.

(b) Notwithstanding anything to the contrary in this Agreement, the Trustee shall distribute all net income of the trust during the life of each Settlor to, and only to, such Settlor or to such Settlor's order (or, if deceased, to such Settlor's estate), which income shall be so distributed no later than as soon as practicable after the end of each calendar year, if and to the extent that the Settlor so directs, and all amounts distributable under this Agreement during each Settlor's life shall be distributed only to such Settlor or to his or her order (or if incapacitated, to the Settlor's duly appointed guardian or fiduciary).

(c) For purposes of this Article FOURTH, "income" shall include income from all sources, regardless of whether characterized for other purposes as principal or income including, without limitation, income generated with respect to call options and/or other derivative securities.

FIFTH: Trust Termination

Upon the earliest to occur of (a) a Settlor's death, (b) the occurrence of an event described in Article EIGHTEENTH, or (c) written notice to the Trustee from a Settlor or a

Settlor's duly appointed guardian or fiduciary, or an agent under a power of attorney revoking or ordering the termination of his or her portion of this Trust (in any case, the "Termination Date"), the Trustee shall distribute the principal (and income, to the extent not previously distributed) allocable to such Settlor, as then constituted to anyone previously designated by such Settlor in writing, including the Settlers, the Settlers' estates or creditors of the Settlers' estates, or, in default of the exercise of such general power of appointment, to the Settlers in his or her proportionate share if both then living; or if either Settlor is incapacitated, to such Settlor's duly appointed guardian or fiduciary, or an agent under a power of attorney executed by such Settlor; or if deceased, to the duly qualified legal representative of such Settlor's estate, including the executors and/or administrators of such Settlor's estate.

SIXTH: Amendments

This Trust can be amended at any time or from time to time by the Trustee, but only if the Trustee is advised by the Trustee's or the Settlers' securities counsel in writing that such amendment is necessary or desirable, and then only to the extent so necessary or desirable (a) to assure that the Trust and the sale of the Shares, writing, settling and rolling of call options with regard to the Shares, or any other derivative strategy effectuated by the Trustee or its investment adviser relating to the Shares are consistent with (i) then applicable securities laws, regulations or administrative policies or interpretations, and (ii) any responsibility that the Trustee, Adviser or the Settlor may have thereunder or (b) to avoid unanticipated liability of the Settlers, Trust, Trustee or Adviser thereunder. If the Trustee intends to amend the Trust pursuant to this Article SIXTH, it shall notify the Settlers in writing at least three business days before the effective date of such amendment.

SEVENTH: General Powers of the Trustee

In addition to any powers granted specifically or generally to the Trustee as provided by law, and in addition to every power and discretion conferred upon the Trustee by any provision hereof, the Settlers confer upon the Trustee the express powers set forth in this Article to be exercised by the Trustee in its sole discretion with respect to all property at any time coming into its hands, whether principal or income and whether by purchase or otherwise but at all times in accordance with Article THIRD:

(a) To take any actions with respect to transactions in the Shares for so long as the Shares are held as an asset of the Trust; and hold the Shares in the Trust, sell all or some of the Shares from time to time, write and roll equity, index and over-the-counter covered calls and use call options and/or other derivative strategies to generate income, manage risk, and facilitate exit strategies for the account of the respective Settlor, provided that such action is not in violation of any applicable laws;

(b) To own, hold and possess such other securities and interests in the Issuer or other entities, either publicly or closely held, as part of or as all of the Trust assets for the entire Trust term, and continue to invest the principal of the Trust as then constituted in any such securities or interests as the Trustee in its discretion deems appropriate. The Trustee shall not be liable for any loss resulting from the retention of the Shares, or such securities or interests as part of or as all of the assets of the Trust. The Trustee shall have the power to retain the Shares and such securities or interests, notwithstanding any applicable law relating to the investment of trust assets, including any laws requiring diversification of trust assets;

(c) With respect to any stock or other securities forming part of this Trust, to exercise all voting rights, either in person or by proxy; exercise conversion, subscription, option and similar rights; enter or refuse to enter any dissolution, liquidation, consolidation, recapitalization, reorganization, merger or other change in capital structure, and in connection therewith, make exchanges of stock or other securities and enter into agreements on such terms and conditions as the Trustee may deem advisable; including without limitation, the deposit of any property with any protective, reorganization or similar committee, the delegation of discretionary powers thereto, the sharing in the payment of its expenses and compensation and the payment of any assessments levied with respect to such property; receive and retain property under any such plan whether or not the same is of a class in which fiduciaries are authorized by law to invest trust funds, and enter into voting trusts and agreements with other stockholders, and other holders of securities, or any one or more so such person, for such purposes and for such period of time (whether or not the same extends beyond the actual or probable duration of any trust created hereunder), and upon such terms and conditions as the Trustee shall deem advisable, provided, however, that notwithstanding the foregoing or any other provision of this Trust, the Trustee shall have full and absolute discretion with respect to the exercise of all voting rights, such discretion to include, without limitation, the authority to vote in accordance with any recommendation, to Issuer securityholders generally, of any independent third party, including Institutional Shareholder Services, Inc;

(d) To invest in mortgage participations, shares of investment trusts and regulated investment companies, including those controlled by any investment advisor or investment counsel employed by the Trustee, mutual funds, money market funds and index funds that may be acquired by prudent investors;

(e) To hold securities, including stock of the Issuer, or other property in the Trustee's name as the Trustee under the Trust, in the Trustee's own name or in the name of a nominee; or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery;

(f) To make executory contracts and grant options for any period and for any purpose;

(g) To buy and trade in securities and other financial instruments of any nature; buy and sell (covered or uncovered) equity, index and over-the-counter options and otherwise deal in puts and calls; and to maintain and operate margin accounts and other accounts with brokers as security for loans and advances made to the Trustee; in particular, the Trustee is specifically authorized to sell securities to cover any of the Trust's expenses;

(h) To prosecute, defend, contest or otherwise litigate, at the expense of the Trust, legal actions or other proceedings for the protection or benefit of the Trustee or Trust. The Trustee shall further have the power to pay, compromise, release, adjust or submit to arbitration any debt, claim or controversy against or in favor of the Trust, as long as the Trustee reasonably believes that such action will be beneficial to the Trust;

(i) To carry, at the expense of the Trust, insurance of such types and in such amounts as the Trustee may deem advisable to insure the trust assets against any loss or damage and protect the Trustee against third party liability;

(j) To employ and pay the fees of, at the expense of the Trust, through the sale of trust assets if necessary, agents, experts, accountants, counsel, investment advisors, custodians, brokers, and others (including the

Trustee, its successor or any affiliate) and delegate discretionary powers (including investment functions) to, and rely upon information and advice furnished by such agents, experts, accountants, counsel, investment advisors, custodians, brokers and others in connection with issues specific to the Trust, the Settlers or the trust estate in connection with the Trustee's management, administration and protection of the trust estate; and

(k) To release or to restrict the scope of any power that the Trustee may hold in connection with the Trust hereunder, whether such power is expressly granted in this instrument or implied by law. The Trustee shall exercise this power in a written instrument executed by the Trustee and delivered to the Settlers, specifying the power(s) to be released or restricted and the nature of the restriction.

EIGHTH: Successor Trustees

(a) If the Trustee shall for any reason cease to act as the Trustee of the Trust, the Trustee shall promptly notify the Settlers of such occurrence and such person(s) as the Settlers shall appoint in writing shall act as the Trustee(s); provided, however, any successor Trustee appointed as hereinabove provided may not be either of the Settlers or any other Interested Party. All appointments of successor Trustee(s) shall be exercised in writing, duly acknowledged and shall be effective upon the written acceptance of the successor Trustee delivered to the Settlers.

(b) Any successor Trustee shall succeed as the Trustee of the Trust with like effect as though originally named the Trustee under this instrument. All authority, powers and discretions conferred on the original Trustee under this instrument shall pass to any successor Trustee.

(c) No bond or other security shall be required of any Trustee named herein, or appointed as hereinabove provided, for the faithful performance of such Trustee's duties in any state or other jurisdiction.

NINTH: Trustee Compensation

The Trustee shall be entitled to receive compensation for its services for acting in any fiduciary capacity under this instrument in accordance with Schedule C attached hereto and incorporated by reference herein.

TENTH: Trustee Resignation

The Trustee may resign as the Trustee hereunder at any time without leave of the Court by giving written notice to the Settlers. The resignation shall become effective on the acceptance of the Trusteeship by the successor Trustee(s) designated pursuant to Article EIGHTH hereof. Upon the written acceptance(s) by the appointed successor Trustee(s), and duly acknowledged receipt and release of the Settlers, the resigning Trustee shall (i) promptly deliver all trust assets in its possession to the successor Trustee(s), (ii) execute all documents and (iii) do all such things as may be necessary therefor.

ELEVENTH: Trustee Removal

The Settlers, acting jointly, may remove any acting Trustee, with or without cause, by giving written notice to the Trustee, and one or more successors thereto shall be appointed in accordance with Article EIGHTH hereof. Upon the written acceptance(s) by the appointed successor Trustee(s), and duly acknowledged receipt and release of the Settlers, the removed Trustee shall (i) promptly deliver all trust assets in its possession to the successor Trustee(s), (ii) execute all documents and (iii) do all such things as may be necessary therefor.

TWELFTH: Trustee Liability

(a) A successor Trustee shall not be responsible for the acts or omissions of any prior Trustee.

(b) The original Trustee shall not be liable to the Settlers, or the estate of either of the Settlers, or their heirs, executors, administrators and assigns, for any act, omission or default of the Trustee, including but not limited to exercising voting rights as provided under clause (c) of Article SEVENTH hereof, in its complete discretion, or of any other person, except by reason of the Trustee's acting in bad faith, willful misconduct or gross negligence.

(c) The Trust, the Settlers or the Settlers' estates shall indemnify the Trustee to the fullest extent permitted by law, and shall save and hold the Trustee harmless from and in respect of all fees, costs and expenses incurred, including attorneys' fees, in connection with or resulting from any claim, action or demand against (or threatened against) the Trust or the Trustee, which arise out of or in any way relate to the Trust or the trust estate, or the performance of the Trustee's duties under this instrument, including but not limited to following the income extraction program as described under Article THIRD hereof, and all such claims, actions and demands and any losses or damages resulting therefrom, including amounts paid in settlement or compromise of any such claim, action or demand; provided, however, this indemnity shall not extend to conduct by the Trustee that is adjudged to constitute bad faith, willful misconduct or gross negligence.

(d) Except to the extent any liability, loss or depreciation results from the Trustee's bad faith, willful misconduct or gross negligence, (i) the Settlers, their heirs, executors, administrators, and assigns shall indemnify and hold the Trustee harmless from any and all liability resulting from the exercise or non-exercise of its discretion to engage in or disengage from any program designed to diversify or increase the return on the Issuer's common stock, (ii) the Trustee shall not be responsible for any loss or depreciation in value of any property authorized to be retained or acquired and (iii) the judgment of the Trustee with respect to the exercise of its discretion shall be binding and conclusive upon all persons who are beneficiaries or otherwise interested parties to this Trust.

(e) Unless resulting from the Trustee's bad faith, willful misconduct or gross negligence, and upon satisfaction of the conditions set forth herein with respect to each such action, every election, determination or other exercise of discretion by the Trustee with respect to the retention, disposition or acquisition of any trust assets shall be deemed to have been made with reasonable care, prudence and diligence by the Trustee.

THIRTEENTH: Adviser Liability

(a) The Adviser shall not be liable to the Settlers, the Trustee or the Settlers' estates, heirs, executors, administrators and assigns, for any act, omission or default of the Adviser or of any other person, except by reason of the Adviser's acting in bad faith, willful misconduct or gross negligence.

(b) The Trust, the Settlers or the Settlers' estates shall indemnify the Adviser to the fullest extent permitted by law, and shall save and hold the Adviser harmless from and in respect of all fees, costs and expenses incurred, including reasonable attorneys' fees, in connection with or resulting from any claim, action or demand against (or threatened against) the Trust or the Adviser, which arise out of or in any way relate to the Trust or the trust estate, or the performance of the Adviser's duties hereunder or under the Adviser Contract, including but not limited to following the investment program referred to in Article THIRD hereof, and all such claims, actions and demands and any losses or damages resulting therefrom, including amounts paid in settlement or compromise of any such claim, action or demand; provided, however, (1) this indemnity shall not extend to conduct by the Adviser that is adjudged by a court of appropriate jurisdiction to constitute bad faith, willful misconduct or gross negligence by the Adviser, (2) the Adviser shall provide written notice to the Trustee and Settlers of any such claim, action or demand relating to such indemnification, and (3) the settlement or compromise of any such claim, action or demand shall be approved in writing by the Settlers, which consent shall not be unreasonably withheld.

(c) Except to the extent any liability, loss, depreciation or the Adviser's judgment results from the Adviser's bad faith, willful misconduct or gross negligence, (i) the Settlers, their heirs, executors, administrators, and assigns shall indemnify and hold the Adviser harmless from any and all liability resulting from the exercise or non-exercise of its discretion to engage in or disengage from any program designed to diversify or increase the return on the Issuer's common stock, (ii) the Adviser shall not be responsible for any loss or depreciation in value of any property authorized to be retained or acquired and (iii) the judgment of the Adviser with respect to the exercise of its discretion shall be binding and conclusive upon all persons who are beneficiaries or otherwise interested parties to this Trust.

(d) Unless resulting from the Adviser's bad faith, willful misconduct or gross negligence, and upon satisfaction of the conditions set forth herein with respect to each such action, every election, determination or other exercise of discretion by the Adviser with respect to the retention, disposition or acquisition of any trust assets shall be deemed to have been made with reasonable care, prudence and diligence by the Adviser.

FOURTEENTH: Statements of the Trustee

A. The Trustee shall generate general account summary information each calendar quarter and may provide to the Settlers more detailed statements of account activity from time to time, subject to Article SIXTEENTH hereof. Statements shall be provided no earlier than the earlier of (i) 90 days from the date of the statement and (ii) the last expiration date of open positions listed on such statement.

B. A successor Trustee may accept as correct any statements of trust assets made by any predecessor Trustee; and no successor Trustee shall have any duty to take action to obtain redress for breach of trust committed by any predecessor Trustee, unless requested in writing by a person having a present or future beneficial interest in the Trust. A successor Trustee, however, may institute any action or proceeding for the settlement of the statements, acts or omissions of any predecessor Trustee.

FIFTEENTH: Grantor Trust Status

The Settlers intend that the Trust shall be taxed as a "grantor trust" pursuant to Section 676 of the Internal Revenue Code of 1986, as amended (the "Code"), with each Settlor treated as the "owner" of one-half of the Trust under Section 671 of the Code. The Trustee shall file any required income tax, information and other returns for the Trust promptly after the close of each taxable year of the Trust (or, if earlier, as required by applicable law) and shall timely provide each Settlor with only such information as shall be necessary to enable the Settlers to timely file his or her federal, state and local income tax, information and other returns with respect to his or her interest in the Trust or as otherwise required by applicable law. The Trustee is hereby authorized to make an election under Regulation ss. 1.671-4(b)(2)(i)(A) to use the Settlers' tax identification numbers if such election can be made under applicable law. If such an election is made, the Trustee shall provide the Settlers with the information required by Regulation ss. 1.671-4(b)(2)(ii). Upon Trustee's request the Settlers shall provide the Trustee with completed IRS Forms W-9 (or any successor thereof). Any tax advice or services required by the Trust, or the Trustee with respect to the Trust, shall be provided, at the expense of the Trust, by a firm authorized by the Settlers from time to time, and any filing with any tax authority on behalf of the Trust, or the Trustee with respect to the Trust, shall require the prior consent of the Settlers. The tax advisor initially authorized by the Settlers shall be the firm of Kronish Lieb Weiner & Hellman LLP.

SIXTEENTH: Blind Trust between the Settlers and the Trustee

A. Prohibition on Direct or Indirect Communications. Except as otherwise specifically provided in this Agreement, the Settlers and the Trustee shall not communicate, directly or indirectly, about the Shares or other securities in the Issuer.

B. Limitation on Equity Ownership. In no event shall the Settlers place in the Trust securities that, when aggregated with any securities of the same issuer already held in the Trust, would represent beneficial ownership equal to or greater than 10% of the outstanding equity securities of a corporation or other entity (including the Issuer) if such class of securities is registered under Section 12 of the Exchange Act.

C. Compliance with Rule 144. With respect to transactions, including but not limited to, any sales, covered call writing programs, derivative strategies, or other dispositions by the Trustee with regard to the Shares, the Trustee shall transact in such securities in compliance with Rule 144 of the Securities Act of 1933, as amended ("Rule 144") and make, or cause a third party, including any Adviser, to make, such filings as required. The Settlers shall promptly give notice to the Trustee of any intended disposition or activity that may be deemed a disposition of any of the Issuer's securities held by the Settlers or any other person or entity, including deemed dispositions pursuant to benefit plans, whose transactions in the Issuer's securities may be aggregated with or attributable to either Settlor, prior to such disposition or deemed disposition, which may include, but not be limited to gifts, sales, hedging activities, or other transfers. Such intended disposition or deemed disposition shall only take place if approved in writing by the Trustee if in the Trustee's sole discretion such disposition or deemed disposition is not in conflict with the Trustee's actions required or allowed under this Trust and Rule 144. Also, to facilitate any Rule 144 filings required to be made by either Settlor upon such disposition or deemed disposition, the Trustee shall supply the Settlers with the information required to be completed on such filing relating to the Trust's activities. In accepting any securities, the Trustee may rely on the Settlers' representation that such transfer will comply with the limitations provided in this paragraph.

D. Compliance with Section 16 by the Settlers. The Settlers shall comply with any and all reporting requirements under Section 16 of the Exchange Act upon the transfer of any assets to the Trust or back to either Settlor, including filing all Form 4's and Form 5's required by applicable Exchange Act rules. To facilitate such compliance, the Trustee shall notify the Settlers and the Settlers' designated representatives of all transactions effected by the Trust that may be reportable under Section 16(a) of the Exchange Act not later than one day after initiating each such transaction. In addition, the Settlers will promptly provide to the Trustee a list of all transactions reportable under Section 16(a) of the Exchange Act executed within seven (7) months previous to the date hereof by either Settlor or anyone whose activities may be attributed to either Settlor, including transactions that are exempt from Section 16(b) of the Exchange Act.

E. Investment Control by the Settlers. The Settlers and the Trustee acknowledge and agree that the Settlers do not have or share and will not exercise authority or control over, nor will attempt to influence in any way the Trustee's decisions that directly or indirectly affect the acquisition or disposition of any options, derivative securities or other securities of the Issuer or relating to the Issuer or the Issuer's securities by the Trust, including decisions to continue to hold an investment ("Investment Decisions").

F. No Voting Control by the Settlers. The Settlers and the Trustee acknowledge and agree that the Settlers do not have or share and will not exercise authority or control over, nor will attempt to influence in any way, the Trustee's decisions relating to the voting of the Shares (or any decision to refrain from voting on a matter) or the giving of a proxy with respect thereto ("Voting Decisions").

G. No Solicitation of Advice by the Trustee. The Trustee acknowledges and agrees that it will not under any circumstances request from any Interested Party, directly or indirectly, any information, regardless of its form, which may be written, oral, electronic "soft copy" or any other form used to communicate, concerning, without limitation, the results of operations, financial condition, technology, research and development activities, employees, officers, directors, business or prospects of the Issuer or any other information that could materially influence an Investment Decision or a Voting Decision ("Advice"). The foregoing notwithstanding, the Settlers and the Trustee agree and understand that the Trustee, as part of keeping itself fully informed regarding the Issuer in particular and regarding its industry segment and the market in general, may participate in analyst calls and other public communications from the Issuer irrespective of whether either Settlor or any other Interested Party serves as the spokesperson for the Issuer during the course of such public communications and further, that participating in such analyst calls and other public communications and communications with or on behalf of the Issuer will not be deemed a violation of the Trust, or the Trustee's duties hereunder. The parties acknowledge and agree that the restrictions on the "Trustee" in this clause G shall be deemed to apply solely to the employees of the trust department of any corporate Trustee responsible for administering this Trust and not to the Trustee in its corporate capacity generally, in its capacity as a service provider outside of its trust department, or in its capacity as a service provider to other accounts within its trust department.

H. No Provision of Advice by the Settlers. The Settlers acknowledge and agree that under no circumstances, whether directly or indirectly, will he or she provide any Advice to the Trustee or to any other person associated with Investment Decisions or Voting Decisions with respect to the Shares. The Settlers and the Trustee further acknowledge and agree that, should either Settlor be approached by any of the foregoing persons seeking to engage in a dialogue (oral or written) concerning any subject that might have a possible bearing on an Investment Decision or a Voting Decision, such Settlor will inform the other person involved in the dialogue of the obligations of the parties hereunder, and will refrain from providing any Advice during the course of any such dialogue. Without limiting the foregoing, the Settlers specifically agree that they will not provide to the Trustee or its agents or associates any information regarding the Issuer that he has obtained through his position as a director, officer or employee of the Issuer or an affiliate of any such director, officer or employee.

I. Material non-public information. The Trustee represents that the employees of the Trustee administering the Trust have no material non-public information about the Issuer and shall not execute any transactions in the Trust property while in possession of such information. The parties acknowledge and agree that the restrictions on the "Trustee" in this clause shall be deemed to apply solely to the employees of the trust department of any corporate Trustee responsible for administering this Trust and not to the Trustee in its corporate capacity generally, in its capacity as a service provider outside of its trust department, or in its capacity as a service provider to other accounts within its trust department. In addition, the parties agree that the transactions by the Trustee in the Trust property contemplated hereunder are

independent of any other transactions that the Settlers may or may not take with respect to securities of the Issuer or otherwise.

SEVENTEENTH: Situs of the Trust

This Agreement shall be construed in accordance with the custom and usage prevailing in, and be regulated by the laws of the Commonwealth of Pennsylvania. As long as the Trust is a Pennsylvania trust, the law governing the administration of the Trust shall be controlled by Pennsylvania law. If Trustee proposes to effect any change that would cause the Trust to cease to be a Pennsylvania trust, it shall notify the Settlers at least ten days in advance of effecting such change. This Article shall apply regardless of any change of residence of Trustee, or any beneficiary, or the appointment or substitution of a Trustee residing or doing business in another state.

EIGHTEENTH: Severability of Provisions

If any provisions of this instrument are declared invalid or unenforceable, the remaining provisions shall nevertheless be carried into effect; provided, however, that the parties acknowledge that a principal purpose of the transactions effectuated by the Trust is that the transactions not be attributable to either Settlor for purposes of Section 16 of the Exchange Act and, if any provision of this Agreement that is necessary or advisable for such purpose is declared by a court of appropriate jurisdiction to be invalid or unenforceable, then this Trust will terminate.

NINETEENTH: Loans

The Trustee has the power upon any terms, including on a recourse or non-recourse basis, to borrow money from any person, including itself, its successor or any affiliate or any Adviser, in an amount up to ten (10%) percent of the trust assets, valued as of the date of such loan, to be secured by the trust assets, for any lawful purpose and to pledge assets as security for repayment. The Trustee, in its corporate capacity, is also authorized, in its sole discretion, to lend to either Settlor up to the maximum amount permitted by law, which loans to the Settlor shall be full recourse against such Settlor.

TWENTIETH: Execution in Counterparts

This Agreement may be executed via facsimile, in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TWENTY-FIRST: Sole Agreement

All prior understandings, agreements, representations and warranties, oral or written, between the Settlers and the Trustee are merged in this instrument.

TWENTY-SECOND: Successors

This instrument shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs, executors, and administrators.

IN WITNESS WHEREOF, the Settlers and the Trustee have duly executed this agreement as of the 9th day of March, 2006.

SETTLORS:

/s/ Maurice R. Greenberg
----- (SEAL)
Maurice R. Greenberg

/s/ Shake Nahapetian

WITNESS

/s/ Corinne P. Greenberg
----- (SEAL)
Corinne P. Greenberg

/s/ Mona Benedetto

WITNESS

TRUSTEE:

PITCAIRN TRUST COMPANY

By: /s/ Averill R. Jarvis

Name: Averill R. Jarvis
Title: Senior Vice President

ATTEST: /s/ Denise L. Wallace

Ass't. Sec'y.

ACKNOWLEDGMENT OF SETTLORS

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

On March 9, 2006 before me, Lynne E. Harrison the undersigned, personally appeared Maurice R. Greenberg and Corinne P. Greenberg personally known to me or provide to me on the basis of satisfactory evidence to be those individuals whose names are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, each such individual, or the person upon behalf of which the individual acted executed the instrument.

(SEAL) /s/ Lynne E. Harrison

Notary Public

ACKNOWLEDGMENT OF TRUSTEE

COMMONWEALTH OF PENNSYLVANIA)
) SS.:
COUNTY OF MONTGOMERY)

On March 10, 2006 before me, Christina L. Pastor the undersigned, personally appeared Averill R. Jarvis personally known to me or provide to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, each individual, or the person upon behalf of which the individual acted executed the instrument.

/s/ Christina L. Pastor

Notary Public
(SEAL)

CREDIT SUISSE SECURITIES (USA) LLC

VOLARIS VOLATILITY MANAGEMENT
DISCRETIONARY INVESTMENT MANAGEMENT
AGREEMENT FOR BLIND TRUSTS

This Investment Management Agreement is entered into this ___ day of March, 2006 by and between CREDIT SUISSE SECURITIES (USA) LLC, a Limited Liability Company, having its principal place of business at 11 Madison Avenue, New York, NY 10010 ("Adviser") and Pitcairn Trust Company, a Pennsylvania Corporation, with an address at 165 Township Line Rd Ste 3000, Jenkintown, PA 19046, as Trustee of the 2006 MRG/CPG Volaris Trust (the "Client").

Whereas, Adviser designs and monitors an option overlay and spreading strategy that seeks to enhance returns and reduce volatility (the "Strategy"); and

Whereas, the assets identified on Exhibit A hereof are held in an account (the "Account") established at and cleared and custodied with the Adviser;

Whereas, the Client wishes to engage the Adviser to act as a discretionary investment adviser to the Client implementing the Strategy with respect to the assets of the Account;

Now, therefore, Client and Adviser agree as follows:

1. Appointment of Adviser.

Client appoints Adviser as discretionary investment adviser for the assets of the Account listed in Exhibit A attached hereto with full power and authority to supervise and direct the investments of and for the Account in conjunction with implementation of the Strategy without prior consultation with Client. Client has elected the Strategy in accordance with direction from the Settlers of the 2006 MRG/CPG Volaris Trust.

Adviser's investment decisions and advice for the Account shall be in accordance with (i) the investment objectives and guidelines for the Account as described in Exhibit B attached hereto ("Investment Guidelines"), (ii) the Trust Agreement, (iii) any written instructions provided by Client to Adviser and (iv) the information on the New Account Form executed by Client which is incorporated by reference. It shall be the responsibility of Client to advise Adviser in writing of any changes to any of the referenced documents.

Adviser is hereby appointed Client's agent with full power and authority with respect to the Account assets: (a) to purchase or sell options in accordance with the Investment Guidelines; (b) to execute transactions for the Account itself and/or with one or more securities brokerage firms as Adviser may select; (c) to sign and enter into on behalf of Client all documentation necessary for the management of the Account as contemplated in this Agreement, for which purpose Client appoints Agent attorney-in-fact; and (d) to act on behalf of Client in all matters necessary or incidental to management of the Account. This discretionary authority shall remain in full force and effect until terminated pursuant to paragraph 14 hereof.

2. Services of Adviser.

By executing this Agreement, Adviser accepts the appointment as investment adviser and agrees to supervise and direct the investments of and for the Account in accordance with Paragraph 1 and the Strategy. The responsibilities of Adviser do not extend to any assets of the Account other than those listed on Exhibit A attached hereto and any options purchased or sold pursuant to clause (a) of paragraph 1 hereof. Adviser does not give legal, tax or estate planning advice.

Except as may be otherwise required by law, the Adviser will not be required to take any action or render any advice with respect to the voting of

proxies solicited by or with respect to the issuers of securities in which the assets of the Account may be invested.

3. Representations of Adviser.

Adviser represents and warrants that it is and will at all times during the term of this Agreement continue to be duly registered with the Securities and Exchange Commission as an investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act") and is not an affiliate of, controlled by or under common control with the issuer of the assets held in the Account.

4. Representations and Indemnification by Client.

Client represents and warrants that it is authorized by law and by the terms of the governing document to act as Trustee of the 2006 MRG/CPG Volaris Trust, and that as such has the authority to delegate to Adviser the investment management of the Account as provided in this Agreement, and such delegation has been accomplished in accordance with procedures and permitted by the governing document and by law.

The execution and delivery of this Agreement by Client shall constitute the representation that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise, and that (a) this Agreement will be binding upon Client

in accordance with its terms; (b) the person executing this Agreement on behalf of the Client is fully authorized to enter into this Agreement; (c) the Client will deliver to the Adviser such evidence of such person's authority to execute this Agreement on behalf of the Client as the Adviser may reasonably require; (d) the Client received a copy of Part II of the Adviser's Form ADV more than 48 hours prior to execution of this Agreement; (e) the Client has received a copy of and has read the document entitled Characteristics and Risks of Standardized Options (document required to be sent to all clients prior to effecting option transactions), and understands that the Adviser shall provide a current copy of such document to the Client on request; and (f) the Client has read, executed and understands the Risk Disclosure Statement Concerning Derivatives attached as Exhibit C.

Client represents and warrants that all information it provides to Adviser pursuant to Paragraph 6(d) hereof will be accurate and complete in all material respects. Client agrees to indemnify and hold harmless Adviser, its affiliates and its assignees (each such person, an "Indemnified Party") from and against any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Party may become subject, and relating to or arising out of any breach of such representation and warranty, and will reimburse any Indemnified Party for all expenses (including reasonable counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense or settlement of any pending or threatened claim or any action, suit or proceeding arising therefrom, whether or not such claim, action, suit or proceeding is initiated or brought by or on behalf of Client.

5. Transaction Procedures; Brokerage.

Adviser may, but is not obligated to, aggregate purchase or sale orders with those of other client accounts when executing transactions on behalf of Client.

Unless otherwise directed, in exercising the authority granted to it to place orders for the purchase or sale of securities and/or other financial instruments, Adviser is authorized to execute transactions itself and/or establish and maintain brokerage accounts, select any broker or dealer (including any broker-dealer affiliated with Adviser) and negotiate commissions and fees to be paid on such transactions, subject to a continuing obligation to seek to obtain the best price, execution and overall terms. In instances where the Adviser (as a registered broker-dealer) executes transactions, the Client will pay brokerage commissions at the posted rates of Adviser unless otherwise agreed in writing prior to the execution of this Agreement.

6. Execution of Transactions by Adviser.

a. Principal Transactions

Before the completion of any transaction in which the Adviser proposes to act as principal, the Adviser will disclose to the Client the Adviser's capacity as principal and will obtain the Client's consent to such principal transaction.

b. Authorization of Agency Cross Transactions

Pursuant to Section 206(3) of the Investment Advisers Act of 1940 and Rule 206(3)-2 promulgated thereunder, the Client authorizes the Adviser to effect agency cross transactions for the Account and understands that with respect to agency cross transactions the Adviser will act as broker for, and receive commissions from, and have a potentially conflicting division of loyalties and responsibilities regarding both parties to such transactions. The Client may revoke this authorization at any time upon written notice to the Adviser.

c. Authorization to Effect Transactions

If the Account is subject to Section 11(a) of the 1934 Act and Rule 11a2-2(T) thereunder (or any similar rule which may be adopted in the future), it is agreed that, unless otherwise instructed by Client in writing, Adviser may retain commissions in connection with effecting any securities transactions for the Account. To the extent applicable, Adviser will furnish Client with all reports required by law.

d. Rule 144 of the Securities Act of 1933 ("Rule 144")

With respect to transactions, including but not limited to any sales, covered call writing programs, derivative strategies, or other transactions contemplated herein, Adviser shall transact in such securities in compliance with Rule 144. Client shall promptly give notice to Adviser of any information it may have concerning any intended dispositions or deemed dispositions of any securities which may be aggregated with or attributable to Client for Rule 144 purposes prior to such disposition or deemed disposition, which may include, but not be limited to gifts, sales, hedging activities, or other transfers. In addition, Adviser shall promptly give notice to Client of any actions taken by the Adviser that may be aggregated with or attributable to Client for Rule 144 purposes prior to such disposition or deemed disposition, which may include, but not be limited to gifts, sales, hedging activities, or other transfers.

Adviser shall make all necessary Rule 144 filings on behalf of Client that are required by the Adviser's activities pursuant to this Agreement in such manner as is required by Rule 144.

Client shall promptly supply Adviser with all information necessary for Adviser to complete such filings relating to the Adviser's activities in a timely fashion. Client shall keep complete and accurate records of the number of shares with respect to which Rule 144 filings have been made and which Adviser has reported to the Client have been sold. Client shall notify Adviser when Client believes that additional Rule 144 filings are required, so that Client and Adviser can coordinate on the filing by Client of Rule 144 filings and the transactions by Adviser contemplated herein. Notwithstanding anything to the contrary contained in this Agreement, if Adviser in its sole discretion reasonably believes that it has insufficient information necessary for Adviser to comply with Rule 144 and its filing obligations hereunder, Adviser shall have full power and authority to not engage in any transaction for which such filing may be necessary and to take any other action or actions with respect to the Account assets that it reasonably determines to be appropriate under the circumstances until it receives the requisite information.

7. Authorization to Aggregate Orders and to Average Pricing.

The Client hereby authorizes the Adviser to aggregate purchases and sales of securities for the Account with purchases and sales of securities of the same issuer for other clients of the Adviser occurring on the same day. When transactions are so aggregated, the actual prices applicable to the aggregated transaction will be averaged, and the Account will be deemed to have purchased or sold its proportionate share of the securities involved at the average price so obtained. Average pricing will be used in both agency and principal trades in reported securities (those that are listed on an exchange or designated as national market securities.)

8. Limit of Liability.

Client represents that (a) it recognizes the inherent market fluctuation risks which surround the investment and reinvestment of assets; (b) it is aware of the possible losses on the transactions in which Adviser will engage for the Account, and it is financially capable of bearing such losses; and (c) it has not received any written or verbal guarantees of performance of the Account and understands that no representative or agent of Adviser is authorized to make any such guarantees or representations now or in the future.

To the extent permitted by law, Adviser shall not be liable for any error of judgment or for any loss suffered by the Client in connection with the subject matter of this Agreement, except loss resulting from willful misconduct, bad faith or gross negligence in the performance by Adviser of its duties, or by reason of Adviser's reckless disregard of its obligations and duties under this Agreement. Under certain circumstances, these laws may impose liabilities on persons who act in good faith. Client expressly understands and agrees that Adviser does not guarantee that a specific result will be achieved through Adviser's management of the account.

Adviser shall not be responsible for any loss incurred by reason of any act or omission of Client or any third party, other than any third party controlled by, or under common control with,

Adviser. Adviser shall be fully protected in acting upon any instruction believed by it to be genuine and signed or communicated by or on behalf of Client, and Adviser shall be under no duty to make any investigation or inquiry regarding any Client instruction. Adviser does not assume responsibility for the accuracy of information furnished by any third party on which it reasonably relies.

9. Fees.

As compensation for the services provided by the Adviser under this Agreement, the Client will pay the Adviser a fee in accordance with the fee schedule described in Exhibit D to this Agreement which may only be amended in writing by the parties. This fee for the Adviser's services with respect to the Account shall be paid by debiting the Account quarterly in arrears at the end of each calendar quarter in accordance with the attached fee schedule. The initial fee will be assessed pro rata in the event this Agreement becomes effective other than as of the first of the calendar quarter based on the number of days during the quarter the assets were held in the Account.

To the extent that there is insufficient cash or cash equivalents in the Account to cover the fee payable to Adviser in accordance with the fee schedule described in Exhibit D of this Agreement, Adviser will send an advisory fee calculation report to the Client. Client acknowledges that Adviser charges interest on the debit balance in the Account until such balance is satisfied. Fees paid in advance of a termination pursuant to paragraph 12 of this Agreement will be prorated to the date of termination, and any unearned portion thereof will be refunded to the Client.

10. Reporting/Valuation.

Adviser will provide Client with a monthly statement for any month during which there is trading activity in the Account and Adviser will also provide annual reports reflecting realized and unrealized gains and losses in the Account.

Adviser will provide Client with a valuation report of the Account as of the last day of each calendar quarter. The Account shall be valued in such manner as shall be determined in good faith by Adviser to reflect fair market value and the reports will reflect any information that Client shall request in order to satisfy its oversight responsibility as Trustee. It is agreed that Adviser, in the maintenance of its records, does not assume responsibility for the accuracy of information furnished by the Client and its agents. Client understands that this report shall not be used for tax reporting purposes.

Adviser will use its reasonable best efforts to obtain access to custody information for the Accounts through an online interface.

11. Notice.

Any notice, instructions or other communications required or contemplated by this Agreement shall be in writing and shall be addressed to the recipient at the address first above written, except that either party may by notice designate a different address for such party.

12. Termination.

This Agreement may be terminated by either party at any time upon 30 days' written notice to the other party, which notice shall be effective when received by the other party. The termination of this Agreement shall not affect any obligation or liability of the Client for any transaction entered into or obligation incurred by the Client or on the Client's behalf prior to such termination.

13. Assignment; Delegation.

This Agreement shall be binding upon the parties hereto and their respective successors, heir and assigns; provided, however, that no "assignment" of this Agreement (as such term is defined by the Investment Advisers Act of 1940 and the rules thereunder) shall be made by Adviser or Client without the consent of the other party. Client understands that, as a result of this provision, a transaction involving Adviser that does not result in a change in the actual management or actual control of Adviser will not constitute an assignment and thus, no Client consent need be obtained in the event of such a transaction.

14. Confidentiality.

Pursuant to Regulation S-P adopted by the Securities and Exchange Commission, all nonpublic personal information provided by the Client to Adviser shall be held confidential by the Adviser; unless (i) the Adviser is authorized in writing by the Client to disclose such information to individuals and/or entities not affiliated with the Adviser; (ii) required to do so by judicial or regulatory process; (iii) it is necessary to carry out the purpose of this Agreement; or (iv) otherwise permitted to do so in accordance with the parameters of Regulation S-P. All recommendations, advice or other work product of the Adviser developed under the terms of this Agreement and disclosed to the Client shall be treated as confidential, except as required by law to be disclosed.

15. Construction; Governing Law.

Headings used in this Agreement are for convenience only, and shall not affect the construction or interpretation of any of its provisions.

This Agreement shall be interpreted and construed in accordance with the internal substantive laws (and not the choice of law rules) of the State of New York. All actions and proceedings brought by either Party relating to or arising from, directly or indirectly, this Agreement shall only be litigated in courts located within the State of New York. The Parties hereby submit to the personal jurisdiction of such courts; hereby waive personal service of process upon it and consent that any such service of process may be made by certified or registered mail, return receipt requested, directed to it at its address last specified for Notices hereunder, and service so made shall be deemed completed five (5) days after the same shall have been so mailed; and hereby waive the right to a trial by jury in any action or proceeding with the other Party.

16. Non-Waiver of Rights.

Nothing herein shall in any way constitute a waiver or limitation of any rights that Client may have under applicable federal or state laws.

17. Entire Agreement; Amendment.

This Agreement is the entire agreement between the parties as to the subject matter covered herein and supersedes all prior agreements and understandings of the parties in connection therewith. If there is any inconsistency or conflict between this Agreement and any other agreement between Adviser and Client relating to the Account, the terms and provisions of this Agreement shall control. If any provision of this Agreement shall be held or made invalid by statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected and, to this extent, the provisions of this Agreement shall be deemed to be severable. This Agreement may not be modified or amended except in a writing signed by the parties.

18. Disclosures.

a. The Adviser shall not be liable hereunder for any failure to recommend the purchase or sale of any security on behalf of the Client when, in the Adviser's opinion, such transaction (i) may be contrary to policies and procedures applicable to the Adviser, including those policies and procedures designed to avoid the misuse or appearance of misuse of nonpublic information; or (ii) may constitute a violation of any federal or state law, rule or regulation or a breach of any fiduciary or confidential relationship between Adviser or any of Adviser's officers or employees and any other person or persons.

b. The Client understands that the Adviser's investment banking division is the regular investment banker for a number of major corporations and, from time to time, performs investment banking services for other companies as well. The Adviser believes that the

nature and range of clients to whom it renders such investment banking services is such that it would be inadvisable to exclude these companies from the Account's portfolio. Accordingly, unless the Client instructs the Adviser to the contrary, it is likely that the Client's holdings will include the securities of corporations for whom the Adviser performs investment banking services. Moreover, the Client's portfolio may include the securities of companies in which the Adviser or its officers or employees have positions, long or short.

c. The Client understands that the Adviser's opinions, recommendations and actions will be based on information deemed by the Adviser to be reliable, but not guaranteed to or by the Adviser. The Client agrees that the Adviser shall not in any way be liable for any error in judgment or any act or omission, provided that the Adviser acts in good faith, except as may be otherwise provided in applicable federal and state securities laws.

d. The Client understands that the Adviser in performance of its obligations and duties under this Agreement is entitled to rely upon the accuracy of information furnished by Client or on the Client's behalf, without further investigation.

e. The Client agrees that the Adviser will not be liable for any losses, costs or claims resulting from the Client's failure to notify the Adviser pursuant to paragraph 1 of this Agreement of any modifications or amendments to the Investment Guidelines or the Trust.

f. The Client understands that the Adviser and/or its directors, officers and employees handles accounts for, and renders investment advice and other investment management and broker-dealer services to other investors and institutions with respect to, and it may for its own account hold, purchase, sell or otherwise trade in and deal with securities which are the same as or similar to those which the Adviser purchases, sells, or otherwise trades in for the Investment Account, and that the same security will not always be bought or sold at the same price for each account. The Adviser shall be in all respects free to take action with respect to investments in securities for the Investment Account which is the same as or different from the action taken by it and/or any of the above-mentioned persons in handling such other accounts or rendering such other investment management or broker-dealer services or with respect to its or their investments in Securities. To the extent practicable, it is the Adviser's policy to allocate investment opportunities to the Investment Account over a period of time on a fair and equitable basis relative to other investors and institutions.

19. Counterparts.

This Agreement may be executed in one or more counterparts each of which when executed and delivered shall be an original and both counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the first date written above.

THE CLIENT ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT.

PITCAIRN TRUST COMPANY, Trustee of the 2006 MRG/CPG Volaris Trust

By: _____
Name:
Title:

CREDIT SUISSE SECURITIES (USA) LLC

Branch Manager

Managing Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned hereby constitutes, designates and appoints any one individual from Group A (as defined below) and any one individual from Group B (as defined below), taken together, jointly, as such person's true and lawful attorneys-in-fact and agents for the undersigned and in the undersigned's name, place and stead, in any and all capacities, to execute, acknowledge, deliver and file any and all filings required by the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including Sections 13 and 16 of such act, and the rules and regulations thereunder, and the Securities Act of 1933, as amended (the "Securities Act"), including Rule 144 and the other rules and regulations thereunder, and all documents in connection with such filings, respecting securities of American International Group, Inc., a Delaware corporation, including but not limited to Forms 3, 4 and 5 and Schedules 13D and 13G under the Exchange Act and Form 144 under the Securities Act and any amendments thereto and successor forms and schedules thereto.

Group A shall consist of the following individuals: Edward E. Matthews, Howard I. Smith and Bertil P-H Lundqvist. Group B shall consist of the following individuals: Jeffrey W. Tindell, Michael P. Rogan, Stephen W. Hamilton, Todd E. Freed and Leif B. King.

This power of attorney shall be valid from the date hereof until revoked by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 1st day of March, 2006.

Signed: /s/ Maurice R. Greenberg

Name: Maurice R. Greenberg

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned hereby constitutes, designates and appoints any one individual from Group A (as defined below) and any one individual from Group B (as defined below), taken together, jointly, as such person's true and lawful attorneys-in-fact and agents for the undersigned and in the undersigned's name, place and stead, in any and all capacities, to execute, acknowledge, deliver and file any and all filings required by the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including Sections 13 and 16 of such act, and the rules and regulations thereunder, and the Securities Act of 1933, as amended (the "Securities Act"), including Rule 144 and the other rules and regulations thereunder, and all documents in connection with such filings, respecting securities of American International Group, Inc., a Delaware corporation, including but not limited to Forms 3, 4 and 5 and Schedules 13D and 13G under the Exchange Act and Form 144 under the Securities Act and any amendments thereto and successor forms and schedules thereto.

Group A shall consist of the following individuals: Edward E. Matthews, Howard I. Smith and Bertil P-H Lundqvist. Group B shall consist of the following individuals: Jeffrey W. Tindell, Michael P. Rogan, Stephen W. Hamilton, Todd E. Freed and Leif B. King.

This power of attorney shall be valid from the date hereof until revoked by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 24th day of February, 2006.

STARR INTERNATIONAL COMPANY, INC.

By: /s/ Edward E. Matthews

Name: Edward E. Matthews
Title: Managing Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned hereby constitutes, designates and appoints any one individual from Group A (as defined below) and any one individual from Group B (as defined below), taken together, jointly, as such person's true and lawful attorneys-in-fact and agents for the undersigned and in the undersigned's name, place and stead, in any and all capacities, to execute, acknowledge, deliver and file any and all filings required by the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including Sections 13 and 16 of such act, and the rules and regulations thereunder, and the Securities Act of 1933, as amended (the "Securities Act"), including Rule 144 and the other rules and regulations thereunder, and all documents in connection with such filings, respecting securities of American International Group, Inc., a Delaware corporation, including but not limited to Forms 3, 4 and 5 and Schedules 13D and 13G under the Exchange Act and Form 144 under the Securities Act and any amendments thereto and successor forms and schedules thereto.

Group A shall consist of the following individuals: Edward E. Matthews, Howard I. Smith and Bertil P-H Lundqvist. Group B shall consist of the following individuals: Jeffrey W. Tindell, Michael P. Rogan, Stephen W. Hamilton, Todd E. Freed and Leif B. King.

This power of attorney shall be valid from the date hereof until revoked by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 21st day of February, 2006.

UNIVERSAL FOUNDATION INC.

By: /s/ Stuart Osborne

Name: Stuart Osborne
Title: President