

EXHIBIT A

**AUTO RETIREE VEBA TRUST (OHIO, MICHIGAN, WISCONSIN)
TRUST AGREEMENT**

THIS TRUST AGREEMENT (the “**Agreement**”), effective as of _____, 2011 (the “**Effective Date**”), is by the Individuals executing it as Trustee (as defined below).

Recitals and Background

This Agreement is entered into in light of the following background facts:

1. The Individuals, as initial individual members of the board of trustees of the Trust, are individuals formerly employed in the auto parts supplier industry or individuals with particular expertise in benefits or with the Health Coverage Tax Credit or outside independent trustees with experience serving on the boards of non-profit organizations or the boards of similar organizations;

2. In 2009, Metaldyne Corporation and certain of its affiliates (collectively “**Company**”) filed petitions for Chapter 11 bankruptcy reorganization administratively consolidated in case number 09-13412 (the “**Bankruptcy Proceeding**”) filed in the Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). During the Bankruptcy Proceeding, certain Company defined benefit pension plans were terminated in distress terminations and turned over to the Pension Benefit Guaranty Corporation (the “**PBGC**”), which became the replacement trustee of those plans on July 31, 2009.

3. The Trustee (as defined herein) is the board of trustees acting as a board, comprised of the Individuals who have agreed to serve as trustees for the voluntary employee benefit association (“**VEBA**”) formed under this Agreement as a tax exempt organization under section 501(c)(9), 26 U.S.C. § 501(c)(9) of the Internal Revenue Code of 1986, as amended (the “**Code**”), as authorized or to be authorized by the Bankruptcy Court.

4. The Health Coverage Tax Credit (“**HCTC**”), codified in Section 35(e)(1) of the Code, provides a health care subsidy in the form of a tax credit for those aged 55 or older (but not yet 65 and eligible for Medicare) who are receiving pension checks from the PBGC.

5. The HCTC, as of June 2011, pays sixty five percent (65%) of the cost of qualifying health insurance and prescription drug premiums (and dental and vision care premiums of any combined program) for eligible retirees and their spouses and dependants. Legislation, as part of the Trade Adjustment Act reauthorization, has been introduced in 2011 to increase this subsidy to seventy two and a half percent (72.5%) of the cost.

6. The provisions of the American Recovery and Reinvestment Act incorporated into the Code (and extended by Section 117 of the Omnibus Trade Act of 2010, H.R. 6517, signed into law on December 29, 2010) provide that benefits sponsored by a VEBA established under the order of a Bankruptcy Court are qualifying benefits eligible for the HCTC.

7. The Trustee desires to provide retirees from auto parts suppliers who have terminated their defined benefit pension plans the benefited of a qualified medical, prescription drug, dental and vision care plan eligible for the HCTC.

8. The Trustee therefore desires that under an order from the Bankruptcy Court under section 105 of the Bankruptcy Code, 11 U.S.C. § 105, and Section 35(e)(1)(K) of the Code, 26 U.S.C. § 35(e)(1)(K), authorizing formation of a VEBA to sponsor and to arrange for the provision of health, prescription drug, dental and vision care benefits eligible for the HCTC, to form a VEBA trust pursuant to the terms set

forth in this Agreement and the order of the Bankruptcy Court to be governed by a board of trustees serving as the Trustee of the VEBA trust established under this Agreement.

NOW, THEREFORE, in consideration of the premises set forth above, the Individuals agree as follows:

1. DEFINITIONS

The following defined terms shall have the meaning set forth herein:

“Agreement” shall have the meaning set forth in the introductory paragraph.

“Administrators” shall have the meaning set forth in Section 2.4.

“Auto Parts Supplier” shall mean a company in the same trade and business as Company, which had as its principal business the manufacturing and supplying of auto parts (directly or indirectly, through other Auto Parts Suppliers) to manufacturers of automobiles and similar vehicles including light trucks.

“Bankruptcy Court” shall have the meaning set forth in Recital 2.

“Bankruptcy Proceeding” shall have the meaning set forth in Recital 2.

“Board” shall mean the Board of Trustees of the Trust.

“Bylaws” shall have the meaning set forth in Section 12.3.

“Code” shall have the meaning set forth in Recital 3.

“Contributed Trust Assets” shall have the meaning set forth in Section 2.4

“Designated Professional Trustee” shall mean an independent third party, such as a bank trust department, in the business of holding and investing funds as a fiduciary.

“Effective Date” shall have the meaning set forth in the introductory paragraph.

“Eligible Auto Parts Supplier Beneficiaries” means retired employees of Auto Parts Suppliers, which Auto Parts Suppliers had their principal place of business or headquarters in the contiguous states of Ohio, Michigan and Wisconsin together with their spouses, dependants, and survivors. The Trustee expects the Eligible Auto Parts Supplier Beneficiaries to include initially, without limitation, retirees of Metaldyne Corp., Collins & Aikman, Delphi Corporation, Hayes Lemmerz International, White Motor Corp., Amcast Industrial Corporation, and Allis-Chalmers Corporation.

“ERISA” shall mean Employee Retirement Income Security Act of 1974, as amended.

“Federal District Court” shall mean any United States District Court having jurisdiction and venue to determine any case or controversy arising under ERISA or otherwise with respect to the Trust, this Agreement or the activities of the Trust.

“Fund” shall have the meaning set forth in Section 3.

“HCTC” shall have the meaning set forth in Recital 4.

“**Indemnitee**” shall have the meaning set forth in Section 9.4.

“**Individual**” shall mean a member of the Board.

“**Majority of the Voting Members**” shall mean the vote of more than 50% of the Members who actually voted (in accordance with the procedures set forth for such vote) on a matter provided for the vote of such subscribers.

“**Member**” means the individual Auto Parts Supplier retired employee or surviving spouse of such retired employee listed as the subscriber of the Plans and such term shall not include any other dependants or spouse of such person receiving benefits under such Plans.

“**PBGC**” shall have the meaning set forth in Recital 1.

“**Plan Beneficiaries**” shall have the meaning set forth in Section 2.4.

“**Plans**” shall have the meaning set forth in Section 2.4.

“**Plans Web Site**” shall have the meaning set forth in Section 12.2.

“**Securities or Other Property**” means stock (common or preferred) or any other interest in any corporation, bonds, notes, or other evidences of indebtedness or ownership (unsecured or secured by real or personal property wherever situated), without regard to any provision of Ohio law concerning investments by fiduciaries.

“**Trust**” shall have the meaning set forth in Section 2.1.

“**Trustee**” shall mean the Board, serving in its capacity as trustee of the Trust.

“**VEBA**” shall have the meaning set forth in Recital 3.

2. ESTABLISHMENT OF THE TRUST AND PURPOSE

2.1 *Establishment of Trust.* There is hereby established with the Trustee a voluntary employees’ beneficiary association trust entitled the “**AUTO PARTS SUPPLIER VEBA TRUST (Ohio, Michigan, Wisconsin)**” (the “**Trust**”).

2.2 *Purpose.* The purpose of the Trust is to be a VEBA. The Trust shall conduct activities in furtherance of that purpose as set forth in Section 2.4 below.

2.3 *Tax Exempt Entity.* It is intended that this Trust shall qualify as a tax exempt voluntary employees’ beneficiary association under Section 501(c)(9) of the Code. The Trust is a nonprofit organization organized and operated exclusively for exempt purposes within the meaning of Section 501(c)(9) of the Code, and is not organized for the private gain of any person (other than through such payments as are permitted by Section 501(c)(9) of the Code). Notwithstanding any other provision of this Agreement, no Trustee, Individual on the Board, officer, employee or representative of this Trust shall take any action or carry on any activity by or on behalf of the Trust not permitted to be taken or carried on by an organization exempt from taxation under Section 501(c)(9) of the Internal Revenue Code.

2.4 *Activities of the Trust.* The Trust shall arrange for the provision of employee welfare benefits that a VEBA may offer pursuant to Treasury Regulation § 1.501(c)(9)-3 to Eligible Auto Parts

Supplier Beneficiaries initially under the employee welfare benefit plans which are referenced in Exhibit A or to be referenced in Exhibit A upon their adoption in the future (collectively, together with any additional welfare benefit plans that may be sponsored by the Trust in the future as determined by the Trustee, the “**Plans**”), for the exclusive benefit of the Eligible Auto Parts Supplier Beneficiaries to the extent covered by the Plans. Such funds as may be contributed to the Trust by Eligible Auto Parts Supplier Beneficiaries who elect to participate in the Plans (the “**Plan Beneficiaries**”) or others, including through payment of an administrative fee by the Plan Beneficiaries, as and when received by the Trustee (the “**Contributed Trust Assets**”), will be held in trust for the benefit of Plan Beneficiaries. The daily operations of the Trust shall be administered by the administrator or administrators appointed by the Trustee (the “**Administrators**”), whose duties shall include, without limitation, arranging for payment of administrative, actuarial, accounting, legal compliance and other Trust expenses and benefit costs for Beneficiaries enrolled in the Plans out of funds administered by the Trust. The Trust may sponsor additional plans in the future and negotiate the terms of such plans and/or renegotiate the terms of existing Plans on behalf of Plan Beneficiaries and Eligible Auto Parts Supplier Beneficiaries. In return for premiums paid by or on behalf of Plan Beneficiaries, benefits and claims for benefits under the Plans can be provided and administered by an insurance company or companies or such other persons as provided in the Plans.

3. CONTRIBUTIONS TO THE FUND

The Contributed Trust Assets and all income thereon (the “**Fund**”) shall be held and managed by the Trustee (or its Designated Professional Trustee) under this Agreement. The Fund shall be funded by contributions from Plan Beneficiaries (including through health coverage tax credit payments). Contributions shall include amounts necessary for the payment of administrative costs under the Plans and the Trust. The Trustee shall receive and place in the Fund any contributions paid to it. All contributions so received, together with the income therefrom and any other increments thereon, shall be held, invested, reinvested and administered by the Trustee (or its Designated Professional Trustee) pursuant to the terms of this Trust Agreement, without distinction between principal and income, and the Trustee may delegate such holding, investment, reinvestment and administration to a Designated Professional Trustee.

4. PAYMENTS

The Trustee anticipates that the cost of the Plans will be entirely paid out of costs paid by Subscribers and by the Health Coverage Tax Credit. The Administrator may, however, from time to time on written direction of the Trustee, make payments out of the Fund to such persons, in such manner and amounts, and for such purposes as may be specified in such direction. Notwithstanding the foregoing, any Plan benefits to be paid out of the Trust (including without limitation the payment of Plans’ expenses) shall only be for the benefit of Beneficiaries.

5. DIVERSION PROHIBITED

Subject to the provisions of this Article, no part of the Fund (other than such part as is required to pay taxes (if any) and expenses) shall be used for, or diverted to, purposes other than for the exclusive benefit of Beneficiaries in a manner that complies with the requirements for tax exemption under Section 501(c)(9) of the Code.

6. TRUSTEE’S POWERS AND DUTIES

6.1 The Trustee shall exercise the powers and duties provided for in the Agreement in the interest of the Beneficiaries and for the purposes of providing benefits to the Beneficiaries and defraying

reasonable expenses of administering the Plan(s) and the Trust. The Trustee shall exercise its power and duties with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

6.2 Subject to Sections 2.4 and 5 hereof, the Trustee shall have the following powers and authority in the management and administration of the Fund, to be exercised in its sole judgment and discretion:

(a) To administer the Trust and to administer and maintain the Plan(s) in effect. The Trustee shall appoint one or more Administrators to oversee and manage the daily operation and administration of the Plans. A schedule of benefits and a statement of the basis on which health and welfare benefits are to be paid shall be described in writing in a summary plan description in accordance with the requirements of ERISA. The Trustee shall have the authority to design alternative benefit plans and schedules of benefits and may at any time upon reasonable notice, amend or modify the existing Plan(s).

(b) To provide benefits within the Plan(s) which encourage the concepts of prevention and wellness, as well as traditional health care for illness;

(c) To entertain bids for the procurement of accounting, legal, investment, consulting, and administrative services and coordinate those processes with other similar organizations;

(d) To entertain bids for the procurement of insurance policies, and at all times endeavor to provide the best benefit plans for the least cost to the Trust;

(e) To compromise, settle, or release claims or demands in favor of or against the Trust on such terms and conditions as the Trustee may deem desirable; provided, however, that this clause shall not excuse any violation of this Agreement; to commence or defend suits or legal proceedings; and to represent the Trust in all suits or legal proceedings.

(f) To adopt rules and regulations for the administration of the Trust or the Plans(s) which are not inconsistent with the terms and intent of this Agreement and such Plan(s).

(g) To obtain and maintain policies of insurance, to the extent permitted by law to insure the Trustee, the Trust and the Individuals on the Board, as well as employees or agents of the Board and of the Trust, while engaged in business and related activities for and on behalf of the Trust, including without limitation, (1) with respect to liability as a result of errors or omissions of such Trustee, the Trust or Individuals on the Board, employees or agents, respectively, and (2) with respect to injuries received or property damage suffered by them. The cost of the premiums for such policies of insurance may be paid or reimbursed as an expense out of the Trust, to the extent permitted under ERISA.

(h) To purchase, subscribe or otherwise acquire for the Fund any securities or other property, either directly or through an Administrator. In making investments the Trustee shall diversify the investments appropriate for the size of the assets invested so as to minimize the risk of large losses, unless under the circumstances it is the Trustee's opinion (or the Designated Professional Trustee's opinion or opinion of the investment advisor selected under Section 6.4 below) it is not prudent to do so.

(i) To sell, exchange, convey, convert, redeem, transfer, grant options upon, lend or otherwise dispose of any securities or property held by the Fund, by private contract or at public auction, for cash or on credit, and no person dealing with the Trustee shall be required to see to the application of

the purchase money or to inquire into the validity, expediency or propriety of any such sale, action or other disposition.

(j) To exercise any conversion privilege or subscription right in connection with any securities or other property of the Fund; to consent or object to the reorganization, consolidation, merger or readjustment of the finances of, or to the sale, mortgage, pledge or lease of the property of any corporation or association, any of the securities of which are in the Fund; to do any act with reference to the above, including the exercise of options, making of agreements and payment of expenses or assessments which may be deemed necessary or advisable in connection therewith; and to hold and retain any securities or other property which it may so acquire.

(k) To vote, personally or by general or limited proxy, any stock in the Fund and similarly to exercise, personally or by general or by limited power of attorney, any right appurtenant to any securities or other property in the Fund.

(l) To renew or extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable and to agree to reduction in the rate of interest on, or to any other modification or change in the terms of, any mortgage or any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for preserving the value of the investment; to waive any default in the performance of any covenant or condition of any mortgage or in the performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid on property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor and in connection therewith to release the obligation on the bond secured by such mortgage and to exercise and enforce in any proceeding at law or in equity any rights or remedies in respect to any such mortgage or guarantee.

(m) To hold part or all of the Fund uninvested, without liability for payment of interest thereon, for a reasonable period of time.

(n) To employ suitable agents, including but not limited to an investment adviser which may or may not be a subsidiary or an affiliate of the Trustee, and counsel and pay their reasonable expenses and compensation.

(o) To employ Administrators to serve as administrator for processing of claims for benefits under and in accordance with the Plans and who shall have the duties delegated by the Trustee, and to employ Administrators for holding, investing, reinvesting and administering the Fund on Trustee's behalf and exercising the related powers of Trustee hereunder as Trustee's agent.

(p) To register any securities in the Fund in its own name or in the name of a nominee, with or without the addition of words indicating that such securities are held in a fiduciary capacity; and to hold any securities in bearer form or by electronic book entry.

(q) To execute and deliver deeds, leases, mortgages, conveyances, contracts, waivers, releases or other instruments necessary or proper for accomplishing the powers herein granted.

(r) In addition to the foregoing powers, the Trustee shall also have all of the powers, rights and privileges conferred upon trustees by the fiduciary law of the State of Ohio to the extent such law is not preempted by Federal law, and the power to do all acts, take all proceedings, and execute all rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to administer the Fund and to carry out the purposes of this Trust.

6.3 The Individuals on the Board and such employees (if any) of the Trust (or any third party Administrators appointed by the Trust) or any Designated Professional Trustee who handle the monies of the Trust shall be bonded in such amounts as the Trustee deems reasonable, and such bonds shall be in compliance with ERISA and any other applicable law. The cost of such bonds for the Trustee shall be paid for by the Trust. The Trustee shall, from time to time, review the amounts of such bonds and require such adjustments in their amounts as are appropriate.

6.4 The Trustee may select an investment manager (or managers) meeting the definition of an “investment manager” under Section 3(38) of ERISA, who may direct the Trustee to invest any part of the Fund in any securities or other property (except property or securities of an Auto Parts Supplier), and direct that it make sales of any securities or property constituting part of the Trust, and the Trustee shall act on such directions and shall have no liability for acting in accordance with such directions or for the retention of any securities or property so purchased. The Trustee will be protected in relying upon any letter purporting to have been sent by the investment manager which it believes in good faith to be genuine. In directing investments, the investment manager shall diversify the investments so as to minimize the risk of large losses, unless under the circumstances it is the investment manager’s opinion that it is clearly prudent not to do so. It shall not be the responsibility of the Trustee to determine or review investment instructions given to it by such investment manager. Each investment manager shall be a fiduciary under the Trust and shall acknowledge that he, she, or it is a fiduciary under the Trust in writing delivered to the Trustee.

7. TAXES, TRUSTEE’S REIMBURSEMENT, AND OTHER EXPENSES

7.1 *Expenses.* The Trustee and Individuals on the Board shall be reimbursed for any reasonable, direct out-of-pocket expenses they incur in setting up and/or administering the Trust, including, but not limited to, reasonable travel expenses, insurance costs, and professional fees incurred by Trustee that are timely provided for reimbursement. Such compensation and expenses shall be paid from the Fund as reasonably determined by the Trustee. The Trustee shall maintain and/or cause to be maintained descriptions of all fees and expenses paid and/or incurred by the Fund. Said documentation shall contain (at a minimum) the full amounts of fees and expenses, a narrative describing the purpose of each fee and/or expense, and shall contain the location of any meetings and/or purposes of any travel expenses.

7.2 *Honorarium.* In addition to the payment of expenses as provided in Section 7.1 above, the Trustee may pay to each Individual member of the Board an honorarium as approved by the Trustee consistent with applicable law, not to exceed \$9,000 per trustee per year (as adjusted, the “**Cap Amount**”), as that Cap Amount may be increased by any increases in the Consumer Price Index from and after July of 2011.

7.3 *Taxes.* All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Fund or their income, shall be paid from the Fund as deemed appropriate by the Trustee. The Trustee intends to maintain the qualification of the Plan under Section 501(a) of the Code or its respective counterpart as hereafter in effect. It shall be the sole duty of the Trustee to take such actions as are necessary to secure the determination of the Internal Revenue Service that the Trust is exempt from taxation under Section 501(a) of the Code. Trustee shall have the sole duty to preserve the tax qualified status of the Trust including, but not limited to, the duty to provide professional representation for the Trust in administrative contests or litigation which affects or may affect the tax qualification of the Trust.

8. ACCOUNTS OF TRUSTEE

8.1 The Trustee shall either itself or through an Administrator keep or cause to be kept accurate and detailed accounts with respect to the assets constituting the Fund, including but not limited to, records with respect to contributions to the Fund, disbursements from the Fund, the amount and type of benefits paid to each Beneficiary per Treasury Regulation § 1.501(c)(9)-5, the purchase or sale of assets, the cost and fair market value of assets retained, and the income, gain or loss derived periodically from the investments held in the Fund. All related books and records maintained by the Trustee and/or related information and documents shall be open to inspection by any and all Individual members of the Board.

8.2 The Trustee shall be responsible only for maintaining such accounts and records in compliance with all applicable requirements of the Code, ERISA, Federal regulations and other applicable law.

9. TRUSTEE'S IMMUNITIES

9.1 The Trustee and Individual members of the Board shall be fully protected in relying and acting upon any instrument, certificate or paper believed by it to be genuine and signed or presented by the proper person or persons; and, to the extent permitted by applicable law the Trustee and Individual members of the Board are hereby relieved of any duty to make investigation or inquiry as to any statement contained in any such writing and is authorized to accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

9.2 Neither the Trustee nor the Individual members of the Board shall be liable hereunder, except for (i) their own gross negligence, willful breach of this Agreement, or other willful misconduct or (ii) as required under ERISA or any other applicable law.

9.3 No person who serves as an Individual member of the Board and/or in the capacity as Trustee shall be personally liable for any good faith act taken or omitted, nor for an act taken or omitted by any agent, employee, attorney, or service provider selected with reasonable care, nor for any act taken or omitted without his or her knowledge or consent by any other Individual member who serves on the Board or as Trustee, nor for any loss incurred through investment of the Fund or failure to invest, provided however, that nothing herein shall relieve a fiduciary from responsibility or liability of responsibility, obligation or duty imposed by applicable law.

9.4 The Board (serving as Trustee) and Individual members of the Board (each, an “Indemnatee”) shall be indemnified, defended and held harmless by the Trust, to the extent permitted by ERISA, from and against any and all liability to which the Indemnatee may be subjected as a result of this Agreement, including all fees and expenses reasonably incurred in the Indemnatee’s defense, except to the extent the damages, liability, costs, expenses or claims directly arise from such Indemnatee’s gross negligence, willful misconduct or breach of this Agreement or to the extent prohibited by applicable law. To the extent permitted by ERISA and otherwise applicable law, expenses incurred in defending any proceeding shall be advanced by the Trust to the Indemnatee prior to the final disposition of such proceeding upon receipt by the Trust of an undertaking by or on behalf of the Indemnatee to repay such amount if it shall be determined ultimately that the Indemnatee is not entitled to be indemnified as authorized hereunder.

10. AMENDMENTS

10.1 Subject to Article 5 and Section 10.2, this Agreement may be amended or modified at any time by the Trustee acting by majority vote of the Board, but except as specifically required by

ERISA or the laws regarding maintaining eligibility of the Trust as a 501(c)(9) tax-exempt entity or other applicable law, the Board may not modify (i) Article 9 (Trustee's Immunities) to lower the threshold of Trustee culpability contrary to applicable law, (ii) Section 12.3 (Non-Liability of Individuals), (iii) Section 7.02 to increase the Cap Amount of compensation, or (iv) the provisions of Section 12.2 regarding election of Individuals by Members, except, as follows: Trustee, acting by a majority vote of the Board, may only amend the provisions of Section 10 (Amendments) of this Agreement and Sections 12.2 (Future Election of Individuals on the Board) 2.4 (Term of Office) and 2.5 (Nomination and Election Process) of Exhibit B with the approval of a Majority of the Voting Members or the ratification of the Bankruptcy Court or a Federal District Court (if required by applicable law or the Bankruptcy Court or Federal District Court). Any amendment or modification shall be by written instrument executed by the Trustee under this Section and after the receipt of any required consents under this Section.

10.2 A copy of any amendment to this Agreement (including any change to the terms of Section 2.9 of the By-Laws) shall be sent to Members at the physical and/or email address provided by each Member to the Administrator (and may be included in the annual enrollment package).

11. TERMINATION/DISSOLUTION

11.1 *Termination.* This Trust shall continue for such time as may be necessary to accomplish the purpose for which it was created, provided that continuation of the Trust is fiscally practicable in the determination of the Trustee. The Trust may be terminated by the Trustee if and only if the goals of the Trust can no longer be effectuated and/or pursuant to the orderly wind-down of the Trust when it is expected that the Fund will be exhausted within a reasonable future time and the costs of maintaining the Fund outweigh the benefits of maintaining same. Upon termination of the Trust, any assets which are not needed to discharge Trust liabilities shall be distributed as determined by the Trustee and in accordance with applicable law. No Auto Parts Supplier shall have a beneficial interest in the Fund either during its continuance or upon termination of this Trust.

11.2 *Dissolution.* Upon termination of this Trust, the Trustee shall have all of the powers provided herein as are necessary or desirable for the orderly liquidation and distribution of the Fund. The property of this Trust is irrevocably dedicated to exempt purposes under Section 501(c)(9) of the Code and no part of the net income or assets of this Trust shall ever inure to the benefit of any Director or officer of the Trust, or to the benefit of any private person (other than as permitted by Section 501(c)(9) of the Code). Upon the dissolution or winding up of the Trust, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be used for exempt purposes in a manner permitted by Section 501(c)(9) of the Code. In no event will the assets of the Trust be distributed to any Auto Parts Supplier.

12. Composition and Procedures for the Board

12.1 *Number of Individuals on the Board.* The Board shall be comprised of five (5) individuals. The initial Board shall consist of the following five (5) named Individuals which shall be part of the class of Individual members of the Board (as further described in the Bylaws defined below) as designated below:

- (a) _____ (Class A);
- (b) _____ (Class A);
- (c) _____ (Class B);

(d) _____ (Class B); and

(e) _____ (Class B).

The initial chairperson shall be _____. The number of Individuals serving on the Board and the specific Individuals appointed/elected to the Board may be changed in accordance with the terms of the Bylaws, subject to Section 12.2 below. Terms of office for Individuals are staggered as provided under Sections 12.2 below as limited by Section 10.1 above.

12.2 *Future Election of Individuals on the Board.* No later than June 2012, and every two years thereafter, there shall be an election of the Class A Individuals on the Board for a two year term beginning no later than September 2012. No later than June 2013 and every two years thereafter, there shall be an election of the Class B Individuals on the Board for a two year term beginning no later than September 2013, and all Members shall be eligible to vote in elections, which shall be conducted as follows: There shall be an open nomination process, publicized on the principal web site maintained in connection with the Plans for Beneficiaries (the “**Plans Web Site**”) at least 45 days in advance of closing nominations and nominations shall be open to those who do not have a conflict of interest and may serve under ERISA. Those nominated may provide a one- or two-page summary of their qualifications which (after redacting to remove any defamatory, confidential, or actionable information in the reasonable determination of the Trustee, the third-party Administrator of the Plans, or either of their counsel) shall be provided together with ballots and election materials on the Plans Web Site and (to the extent economically practical) by mail with any other mailing to Beneficiaries by the Trustee or third party Administrator (such as a mailing of the summary plan description for the Plans.) Votes shall be counted by a neutral third party identified in advance on the Plans Web Site not affiliated with the Trust or any Individuals on the Board, who shall maintain records of the votes available for inspection for at least two years after close of the voting, and online or other voting shall be conducted in a manner to permit verification that voting is limited to Members and that Members may not vote more than once (such as, for example, requiring the last four digits of a social security number in connection with each vote.). If the size of the Board is expanded to include additional Individuals beyond the initial five, half of the additional Individuals shall be Class A Individuals and half of the additional Individuals shall be Class B Individuals. Unless other candidates are unwilling to serve because there are insufficient nominees, no Individual shall serve continuously on the Board for more than six years.

12.3 *Non-Liability of Individuals.* None of the Individuals shall be personally liable for the debts, liabilities or other obligations of the Trust unless otherwise absolutely required under ERISA or otherwise applicable law of fiduciaries for those running the Trust. The liability of the Individuals of this Trust for monetary damages shall be eliminated to the fullest extent permissible under ERISA and other applicable law.

12.4 *Bylaws.* In addition to the terms of this Agreement, the Trust shall adopt bylaws which shall set forth, without limitation, additional provisions regarding (i) Board meetings, election of Individuals on the Board consistent with this Trust Agreement, Board voting and other Board procedures, (ii) committees, (iii) officers and (iv) the execution of instruments and the deposit of funds. Attached hereto as Exhibit B are the bylaws of the Trust (the “**Bylaws**”), which are hereby adopted as the bylaws of the Trust upon the execution of this Agreement. The Bylaws are hereby incorporated by reference into this Agreement and are considered part of this Agreement. The Bylaws may be amended pursuant to any amendment of this Agreement in accordance with the terms set forth herein. In the event of a conflict between the terms of the Bylaws set forth in Exhibit B and the terms contained in the body of this Agreement (excluding exhibits), the terms contained in the body of this Agreement shall control.

13. INTERPRETATION

This Agreement and the Trust created hereby shall be construed, regulated and administered under the laws of Ohio to the extent not preempted by federal law, and the Trustee shall be liable to account only in the courts of that State. All contributions are effective when received by the Trustee. The Trustee may at any time initiate legal action for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions, and the only necessary party defendant to such action shall be the Trust.

14. SPENDTHRIFT CLAUSE

No right or claim of any Plan participant or beneficiary to any of the monies or other assets of the Fund may be assigned or pledged, nor shall such right or claim be subject to garnishment, attachment, execution or levy of any kind, and any attempt to transfer, assign, or pledge the same will not be recognized by the Trustee.

15. LEGAL ACTION

The Trustee shall not be required to engage in administrative proceedings or litigation without being indemnified by the Trust to its satisfaction against any expenses thereof. In any case in which the Trustee engages in administrative proceedings or litigation in discharge of its fiduciary obligations, its expenses thereof shall constitute a charge against the assets of the Trust.

[signature page follows]

IN WITNESS WHEREOF, this Trust Agreement has been executed effective as of the date first written above. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Board of Trustees of AUTO PARTS SUPPLIER VEBA
TRUST (OHIO, MICHIGAN, WISCONSIN), as Trustee**

Exhibit A
Benefit Plans

Exhibit B

Bylaws