

TRUST AGREEMENT

This TRUST AGREEMENT, dated as of February 10, 2006, is entered into by and between Citigroup Global Markets Inc., a New York corporation (the "*Beneficiary*") and Wells Fargo Delaware Trust Company, a Delaware banking corporation (the "*Trustee*"). The Beneficiary and the Trustee hereby agree as follows:

1. The trust created hereby shall be known as New Horizon Trust (the "*Trust*"), in which name the Trustee may, as directed by the Beneficiary in writing from time to time, conduct the business of the Trust, make and execute contracts, and sue and be sued.

2. The Beneficiary hereby assigns, transfers, conveys and sets over to the Trustee the sum of one dollar (\$1.00). The Trustee hereby acknowledges receipt of such amount in trust from the Beneficiary, which amount shall constitute the initial trust estate. The Trustee hereby declares that it will hold the trust estate in trust for the Beneficiary. Upon the formation of the Trust, the Beneficiary shall be the sole beneficiary and sole beneficial owner (within the meaning of the Act (as hereinafter defined)) of the Trust. It is the intention of the parties hereto that the Trust created hereby constitute a statutory trust under Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. §§ 3801, et seq. (the "*Act*") and that this document constitute the governing instrument of the Trust. The Trustee is hereby authorized and directed to execute and file a certificate of trust with the Delaware Secretary of State in the form attached hereto.

3. Until such time as this Agreement is amended or amended and restated, the exclusive purposes of the Trust are to (i) apply for and obtain an employer identification number, and (ii) engage in any other activity permitted under the laws of the State of Delaware as directed in writing by the Beneficiary. The Trustee shall have exclusive and complete authority to carry out the purposes of the Trust, but only to the extent directed by the Beneficiary in writing from time to time; provided, however, that the Trustee may execute and deliver Form SS-4 for purposes of obtaining the Trust's employer identification number without further instruction. There shall be no implied duties or obligations of the Trustee hereunder. Any action by the Trustee in accordance with its powers shall constitute the act of and serve to bind the Trust. The Trustee shall be a trustee for purposes of fulfilling the requirements of section 3807 of the Act.

4. Except as provided above, the Beneficiary hereby acknowledges and agrees that the Trustee is authorized, directed and instructed to act, only as specifically authorized in writing by the Beneficiary.

Any written instructions, notwithstanding any error in the transmission thereof or that such instructions may not be genuine, shall, as against the Beneficiary and in favor of the Trustee, be conclusively deemed to be valid instructions from the Beneficiary to the Trustee for the purposes of this Trust Agreement, if reasonably believed by the Trustee to be genuine and if not otherwise insufficient on the face of such written instructions, provided, however, that the Trustee may in its discretion decline to act upon any instructions where they are not received by

the Trustee in sufficient time for the Trustee to act upon or in accordance with such instructions, or where the Trustee has reasonable grounds for concluding that the same have not been accurately transmitted or are not genuine. If the Trustee declines to act upon any instructions for any reason set out in the preceding sentence, it shall notify the Beneficiary forthwith after it so declines.

5. The Trustee shall not be liable for any act or omission in the course of or connected with its performance hereunder, except only that the Trustee shall be subject to liability and assume the entire responsibility for direct damages suffered by the Beneficiary or any other Person occasioned by the Trustee's own gross negligence or willful misconduct or the gross negligence or willful misconduct of any of its directors, officers or employees in the rendering its performance hereunder, as determined by a court of competent jurisdiction.

The Trustee shall incur no liability to anyone in acting upon any document reasonably believed by it to be genuine (which is not insufficient on its face) and to have been signed by the proper Person or Persons. The Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, the Trustee may for all purposes hereof rely on a certificate, signed by the Beneficiary, as to such fact or matter, and such certificate, if relied upon by the Trustee in good faith, shall constitute full protection to the Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

In no event shall the Trustee be liable for (A) acting in accordance with instructions from the Beneficiary, (B) special or consequential damages or (C) the acts or omissions of its nominees, correspondents, designees, agents, subagents appointed by it in good faith.

In the event that the Trustee is unsure of the course of action to be taken by it hereunder, the Trustee may request instructions from the Beneficiary and to the extent the Trustee follows such instructions in good faith it shall not be liable to any Person. In the event that no instructions are provided within the time requested by the Trustee, it shall have no duty or liability for its failure to take any action or for any action it takes in good faith and in accordance with the terms hereof.

6. The Trustee may resign upon thirty days prior notice to the Beneficiary.

7. Legal title to all assets of the Trust shall be vested in the Trust.

8. The Beneficiary agrees, to the fullest extent permitted by applicable law, to indemnify and hold harmless (i) the Trustee, (ii) any officer, director, shareholder, employee, representative or agent of the Trustee, and (iii) any employee or agent of the Trust (referred to herein as an "*Indemnified Person*") from and against any loss, damage, liability, tax, penalty, expense or claim of any kind or nature whatsoever incurred by such Indemnified Person by reason of the creation, operation or termination of the Trust or any act or omission performed or omitted by such Indemnified Person in good faith on behalf of the Trust and in a manner such Indemnified Person reasonably believed to be within the scope of authority conferred on such

Indemnified Person by this Trust Agreement, except that no Indemnified Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Indemnified Person by reason of gross negligence or willful misconduct with respect to such acts or omissions.

9. This Trust Agreement may be amended or restated by, and only by, a written instrument executed by the Trustee and the Beneficiary.

10. The Trust shall terminate and be of no further force or effect: (i) upon the filing of a Certificate of Dissolution or its equivalent with respect to the Beneficiary, (ii) upon the entry of a decree of judicial dissolution of the Beneficiary, or the Trust; and (iii) upon the written election of the Beneficiary. As soon as is practicable after the occurrence of an event referred to above, the Trustee shall file a certificate of cancellation with the Secretary of State of the State of Delaware.

This Trust Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws; PROVIDED, HOWEVER, THAT THERE SHALL NOT BE APPLICABLE TO THE PARTIES HEREUNDER OR THIS TRUST AGREEMENT ANY PROVISION OF THE LAWS (COMMON OR STATUTORY) OF THE STATE OF DELAWARE PERTAINING TO TRUSTS THAT RELATE TO OR REGULATE, IN A MANNER INCONSISTENT WITH THE TERMS HEREOF, (A) THE FILING WITH ANY COURT OR GOVERNMENTAL BODY OR AGENCY OF TRUSTEE ACCOUNTS OR SCHEDULES OF TRUSTEE FEES AND CHARGES, (B) AFFIRMATIVE REQUIREMENTS TO POST BONDS FOR TRUSTEES, OFFICERS, AGENTS OR EMPLOYEES OF A TRUST, (C) THE NECESSITY FOR OBTAINING COURT OR OTHER GOVERNMENTAL APPROVAL CONCERNING THE ACQUISITION, HOLDING OR DISPOSITION OF REAL OR PERSONAL PROPERTY, (D) FEES OR OTHER SUMS PAYABLE TO TRUSTEES, OFFICERS, AGENTS OR EMPLOYEES OF A TRUST, (E) THE ALLOCATION OF RECEIPTS AND EXPENDITURES TO INCOME OR PRINCIPAL, (F) RESTRICTIONS OR LIMITATIONS ON THE PERMISSIBLE NATURE, AMOUNT OR CONCENTRATION OF TRUST INVESTMENTS OR REQUIREMENTS RELATING TO THE TITLING, STORAGE OR OTHER MANNER OF HOLDING OR INVESTING TRUST ASSETS OR (G) THE ESTABLISHMENT OF FIDUCIARY OR OTHER STANDARDS OF RESPONSIBILITY OR LIMITATIONS ON THE ACTS OR POWERS OF TRUSTEES THAT ARE INCONSISTENT WITH THE LIMITATIONS OR AUTHORITIES AND POWERS OF THE TRUSTEE HEREUNDER AS SET FORTH OR REFERENCED IN THIS TRUST AGREEMENT. SECTION 3540 OF TITLE 12 OF THE DELAWARE CODE SHALL NOT APPLY TO THE TRUST.

11. If any provision of this Trust Agreement, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Trust Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

12. This Trust Agreement may contain one or more counterparts of the signature page. All such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be duly executed by their respective officers hereunto duly authorized, as of the day and year first above written.

CITIGROUP GLOBAL MARKETS INC.,
as the Beneficiary

By: 

Name: Michael G. Gjer
Title: Director

WELLS FARGO DELAWARE
TRUST COMPANY, not in its
individual capacity but solely as
Trustee

By: 

Name: Ann Roberts Dukart
Title: Vice President

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