

Attachment G

CLOSURE COSTS
AND
FINANCIAL ASSURANCE

**Table 2-6
ESTIMATED ANNUAL MONITORING AND MAINTENANCE
COSTS FOR POST-CLOSURE PERIOD
CONN-SELMER INC., MARIETTA**

ITEM	TOTAL COST OVER 30 YEARS (2010-2039)
Operation	
• Electricity	\$ 522,990.00
• Daily inspections of GWRS per schedules	\$ 312,000.00
Maintenance/General Site Management	
• Annual/Monthly/Quarterly general and preventive maintenance of system and grounds per schedules. Includes material & labor, and biennial packing material inspection	\$ 236,190.00
• Well maintenance. Includes material & labor.	\$ 30,000.00
Groundwater Elevation Monitoring	
• Monthly measuring and recording of groundwater elevations in wells	\$ 128,000.00
Sampling	
• Sampling of 1M monitoring/irrigation water/extraction wells (1/year)	\$ 52,500.00
• Sampling of 8 monitoring/extraction wells (1/year)	\$ 35,175.00
Lab Costs	
• Volatiles - 1x/year - 19 wells @ \$140/well	\$ 79,800.00
• Volatiles - 1x/year - 8 wells @ \$105/well	\$ 25,200.00
• Metals - 1x/year- 19 wells with 14 metals @ \$11/metal + \$708 prep	\$ 94,920.00
• Metals - 1x/year- 8 wells with 2 metals @ \$11/metal + \$238 prep	\$ 12,420.00
• CR6 - 1x/year- 8 wells @ \$39/well	\$ 9,360.00
• CR6 - 1x/year- 19 wells @ \$39/well	\$ 22,230.00
Final Site Closure	
• Well abandonment	\$ 400,000.00
• Dismantling and removal of the treatment system	\$ 25,000.00
• Supervision & certification of final site closure by Registered Geologist	\$ 15,000.00
Total Estimated Cost for 30-Year Post-Closure Period	\$ 1,998,785.00

This analysis was prepared by:

Tim Bock 2/25/09

Timothy M. Bock, REM Date
Corporate Environmental Manager
Conn-Selmer, Inc.

This analysis has been reviewed by:

David B. Hawkins 2/25/09

David B. Hawkins, R.G. Date
Consulting Hydrogeologist
Baranca Group LLC
Arizona Registered Geologist #22746



Revised 2/25/08 by Tim Bock, Health, Safety, Environmental Manager, Conn-Selmer, Inc.

Trust Agreement

Trust Agreement, the "Agreement," entered into as of November 21, 2002 by and between United Musical Instruments USA, Inc., an corporation, the "Grantor," and Bank One Trust Company, a national banking association, the "Trustee."

Whereas, the Arizona Department Of Environmental Quality, "ADEQ," an agency of the State of Arizona, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of ADEQ. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by ADEQ.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the ADEQ Director shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the ADEQ Director from the Fund for closure and post-closure expenditures in such amounts as the ADEQ Director shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the

ADEQ Director specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; *except that:*

- (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and
- (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate ADEQ Director a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the ADEQ Director shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the ADEQ Director, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the ADEQ Director to the Trustee shall be in writing, signed by the ADEQ Director, or his designee, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or ADEQ hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or ADEQ, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the ADEQ Director, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the ADEQ Director, or by the Trustee and the appropriate ADEQ Director if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the ADEQ Director, or by the Trustee and the ADEQ Director, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the ADEQ Director issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the

Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Arizona.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.

For Grantor: UNITED MUSICAL INSTRUMENTS USA, INC.

By: [Signature] Title: Secretary

Attest: [Signature] Title: Associate General Counsel

For Trustee: BANK ONE, TRUST COMPANY

By: [Signature] Title: AUTHORIZED OFFICER

Attest: [Signature] Title: AUTHORIZED OFFICER

On this 15th day of November, 2002, before me personally came Dennis M. Hanson to me known, who, being by me duly sworn, did depose and say that he resides at 21 Crystal Road, Wilmington, MA 01887, that he is Secretary of Untied Musical Instruments USA, Inc. the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public: [Signature]

My Commission Expires: _____

BARBARA A. JOHNSON, Notary Public
My Commission Expires
December 26, 2008

Schedule A

Facilities for which financial assurance is being demonstrated:

United Musical Instruments USA, Inc.
1310 Fairway Dr.
Nogales, AZ 85621
EPA# AZT000612135
Post-closure cost estimate... \$1,485,896.50

Schedule B

Initial "Fund" contents:

None

Exhibit A

Authorized designees of Grantor:

John M. Stoner, Jr., President and CEO

Michael R. Vickrey, Executive Vice President

Dennis M. Hanson, Chief Financial Officer

Bank One Trust Company, N.A., as Trustee
Global Corporate Trust Services Division
111 Monument Circle, Suite IN1-0152
Indianapolis, Indiana 46204-0152

RE: United Musical Instruments USA, Inc.- Arizona Department of Environmental Quality
(ADEQ) Closure/Post-Closure Trust Agreement

Ladies and Gentlemen:

With respect to the above listed Agreement between United Musical Instruments USA, Inc. (the "Grantor") and Bank One Trust Company, National Association (the "Trustee") dated November 15, 2002 (the "Agreement"), the undersigned duly authorized officer of the Grantor:

- (1) hereby directs the Trustee to invest and reinvest the principal and income of the Fund as contemplated by Sections 6 and 7 of the Agreement in The One Group U.S. Treasury Securities Money Market Fund Class I shares or a successor or similar fund unless and until otherwise directed in writing;
- (2) herewith provides the Trustee with its completed IRS Form W-9;
- (3) understands and agrees that the Trustee shall have no responsibility for the preparation and/or filing of any tax or information return with respect to any transaction, whether or not related to the Agreement, that occurs outside the Agreement; and
- (4) hereby agrees to extend the indemnification granted in Section 18 of the Agreement to survive the termination of the Agreement or the resignation or removal of the Trustee.

Dated this 15th day of November, 2002.

UNITED MUSICAL INSTRUMENTS USA, INC., as Grantor

By: 

Name: Dennis M. Hanson

Title: Secretary

Acknowledged and agreed:

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: 

Name: John P. Porzuczek

Title: Authorized Officer

Enclosure- Form W-9



COPY

FIRST ADDENDUM

This Addendum, made effective on this 31st day of March 2004, amends the Trust Agreement ("Agreement") dated November 15th 2002, by and between United Musical Instruments USA, Inc. ("Grantor") and Bank One Trust Company, a national banking association ("Trustee").

WHEREAS, the Grantor and Trustee entered into the Agreement as of November 15, 2002, pursuant to which the Grantor established a Trust with the Trustee, as trustee to provide financial assurance that funds would be available when needed for closure and/or post-closure of the facility identified herein, as required by certain regulations applicable to the Grantor;

WHEREAS, specific changes are proposed by the Grantor and Trustee, to the Agreement requiring that within 30 days of such changes, (a) there is an update to Schedule "A" and (b) Grantor deposits an amount into the Fund established by the Agreement so that its value after such deposit equals the amount of the new post-closure cost estimate;

WHEREAS, Grantor has reorganized and changed its name;

WHEREAS, Trustee has merged into another national banking association; and

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties agree that Capitalized terms not otherwise defined herein shall have the same meaning set forth in the Agreement.
2. The parties agree that Grantor shall mean Conn-Selmer, Inc.
3. The parties agree that Trustee shall mean J. P. Morgan Trust Company, National Association.
4. The parties agree that Schedule "A" is hereby deleted in its entirety and replaced with Schedule "A-1", attached to this Amendment and substituted therefore.
5. The parties agree that Schedule "B" is hereby deleted in its entirety and replaced with Schedule "B-1", attached to this Amendment and substituted therefore.
6. The parties agree that on the Effective Date, Grantor shall pay to the Trustee for deposit into the Fund a cash amount sufficient to cause the value of the Fund to equal the new post-closure cost estimate set forth in Schedule A-1.
7. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum has been duly executed by an authorized agent for each party and is effective on the date first written above.

For Grantor: Conn-Selmer, Inc.

By: Mary Ann Erwin Title: Vice President, Finance

Attest: Thomas Henderson Title: Controller

For Trustee: J. P. Morgan Trust Company, National Association

By: Robert G. King Title: VICE PRESIDENT

Attest: James Spadaro Title: ASSISTANT VICE PRESIDENT

For Beneficiary: Arizona Department of Environmental Quality

By: Robert G. King Title: CEO

Attest: _____ Title: _____

SCHEDULE A-1

Facilities for which financial assurance is being demonstrated:

Conn-Selmer Inc.
1310 Fairway Dr.
Nogales, AZ 85621
EPA # AZT000612135
Post-closure cost estimate: \$ 1,794,800

Authorized designees of Grantor:

John M. Stoner, Jr., President and CEO

Dennis M. Hanson, Executive V. P., General Counsel, Treasurer and Secretary

Mary Ann Erwin, Vice President, Finance and Assistant Treasurer

SCHEDULE B-1

Initial "Fund" Contents: None

"Fund" contents as of March 31, 2004

Amount: \$ 1,794,800.00