

NATIONAL EMPLOYEES HEALTH PLAN

**AGREEMENT AND DECLARATION
OF TRUST**

*Effective Date January 1, 1982,
Amended and Restated January 1, 2008*

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NATIONAL EMPLOYEES HEALTH PLAN

AGREEMENT AND DECLARATION OF TRUST

This amended and restated AGREEMENT AND DECLARATION OF TRUST is made and entered as of January 1, 2008 by and between the various UNIONS and EMPLOYERS who are Parties to this Agreement.

WITNESSETH:

WHEREAS, certain unions and employers have entered into or expect to enter into collective bargaining agreements which provide, among other things, for the establishment of a health and welfare benefit trust fund or which require contributions for health and welfare benefits to be made by employers, or for both; and

WHEREAS, it is necessary and desirable to describe the terms and conditions under which such a fund is to be established and maintained, including qualifications for service as trustees, trustee powers and responsibilities, identification of benefits to be provided, financing of the fund, and other details concerning the nature and administration of the fund; and

WHEREAS, the Trustees are authorized to enter into this trust agreement, have been duly appointed in accordance with the provisions of the Agreements and Declarations of Trust in effect from time to time; and

WHEREAS, to effectuate the aforesaid purposes, the parties desire to continue the National Employees Health Plan, formerly known as the Health and Welfare Fund, originally established on or about January 1, 1982, which will conform to the applicable provisions of all Federal and State laws and which qualify as an exempt trust under the Internal Revenue Code and meet the requirements and qualify under the Employee Retirement Income Security Act of 1974 (“ERISA”);

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, and in consideration of the declaration of the Trustees, as designated herein and in office, by their

execution hereof, that they will accept the Trust and act as Trustees of this Fund and that they will receive and hold all monies or property which may come into their hands as Trustees under this Agreement and Declaration of Trust for the uses and purposes hereinafter set forth, and accept the other respective duties of Trustees hereunder, it is understood and agreed as follows:

DEFINITIONS

Section 1.1 Acceptance Form. The term "Acceptance Form" shall mean the Trust Acceptance and Contract Data Form, as it presently exists or may be amended from time to time, by which an Employer or, as provided herein, a Union, agrees to be bound by the terms and provisions of this Agreement and any amendment and modifications hereof.

Section 1.2. Administrative Manager. The term "Administrative Manager" as used herein shall mean that person or company defined in Section 5.9 of the Agreement and Declaration of Trust.

Section 1.3 Administrator. The term "Administrator" as used herein shall mean the Board of Trustees as defined herein.

Section 1.4 Beneficiary. The term "Beneficiary" shall mean a family member, dependent or other person designated by a participant or by the terms of the Welfare Plan created pursuant to this Agreement and Declaration of Trust, who is or may become entitled to a benefit, thereunder.

Section 1.5 Collective Bargaining Agreement. The term "collective bargaining agreement" as used herein shall mean any collective bargaining agreement in force and effect between a Union and an Employer which requires the making of Employer contributions to the Trust Fund, and any extension, amendment, modification, renewal or successor thereof, including a collective bargaining agreement that has expired but under which an Employer continues to be obligated pursuant to applicable law.

Section 1.6 Contributions The term "contributions" shall mean the payments required of any Employer, as defined herein, to this Trust Fund, pursuant to a collective bargaining agreement or Participation Agreement.

Section 1.7 Custodian. The term "custodian" as used herein shall mean one who is officially entrusted with guarding and keeping records, documents or property of this Trust Fund.

Section 1.8 Delinquent Contributions or Delinquencies. The terms "delinquent contributions" or "delinquencies" as used herein shall mean Employer contributions not received by the Trustees or their designee within the time period required by the applicable collective bargaining agreement.

ARTICLE I

Section 1.9 Employee. The term "Employee" as used herein shall mean:

(a) Any individual in a bargaining unit represented by a Union and employed by an Employer.

(b) An Officer or salaried Employee of an Employer, elected or appointed Officers or Employees of a Union, or International Parent body, or any Association entering into contractual relations with the Union; providing that the Trustees agree to accept such Officers or Employees; and, further, provided that in the case of full time Officers or full time Employees, contributions must be made in the same amount as provided for other Employees by a collective bargaining agreement.

(c) Employees, if any, of this Trust Fund or any other Trust Fund established pursuant to a collective bargaining agreement who are not employed by an Employer as defined herein, and who are proposed and accepted for such benefits by the Trustees. As to such personnel as are Employees of the Trust Fund, or any other Trust Fund established pursuant to such collective bargaining agreements, the Trustees of such Trust Fund shall be deemed to be an Employer within the meaning of this Trust Agreement and may provide benefits for said Employees out of said Trust Fund, on the same basis as for other Employees.

(d) A person, represented by or under the jurisdiction of the Union, who shall be employed by a governmental unit or agency, and on whose behalf payment of contributions shall be made at the times and at the rate of payment equal to that paid by an Employer, as defined herein of this Article, in accordance with a written agreement.

(e) A person who is not covered by a collective bargaining agreement and is employed by an Employer who has executed a Participation Agreement approved by the Trustees.

Section 1.10 Employer. The term "Employer" as used herein shall mean:

(a) Any Employer who now or hereafter has entered into a Collective Bargaining Agreement with a Union requiring contributions by the Employer to the Trust Fund and who in an Acceptance Form or other writing adopts and agrees to be bound by the terms and provisions of this Agreement and any amendment and modifications hereof, and has otherwise satisfied the requirements of Section 9.1 of Article IX provided such Employer has been accepted by the Trustees for participation in the Fund;

ARTICLE I

(b) any Employer, whether or not it has entered into a Collective Bargaining Agreement, whose employees have an employment-related common bond with Employer described in (a) above (such determination to be made by the Trustees to the broadest extent possible based on objective standards, but consistent with Section 501(c)(9) of the Internal Revenue Code and the treasury regulations thereunder); and

(c) at the discretion of the Trustees, any Union which for the sole purpose of providing health and welfare benefits to its officers, agents, representatives, or employees contributes to the Fund on behalf of such individuals pursuant to an Acceptance Form in such amounts as are specified by the Trustees, provided that such contributions do not jeopardize the tax-exempt status of the Fund.

Section 1.11 ERISA. The term "ERISA" as used herein shall mean the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001 *et. seq.*, as amended, ; any regulations promulgated pursuant to the provisions of ERISA; and any binding decisions or rulings by any court or agency interpreting or construing said law.

Section 1.12 Fiduciary. For purposes of this Agreement a person is a fiduciary with respect to the plan to the extent (i) he exercises any discretionary authority or discretionary control respecting management of the plan or exercises any authority or control respecting management or disposition of its assets, (ii) he renders investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of the plan, or has any authority or responsibility to do so, or (iii) has any discretionary authority or discretionary responsibility in the administration of the plan, as defined in ERISA, 29 U.S.C. §1002(21). Such term includes any person designated by the Board to perform and/or carry out fiduciary responsibilities hereunder.

Section 1.13 Named Fiduciary. The term "named fiduciary" as used herein shall mean the Board of Trustees as defined herein.

Section 1.14 Participant. The term "Participant" shall mean any Employee or Retiree or former Employee of an Employer who is or may become eligible to receive a benefit of any type from this Fund or whose beneficiaries may be eligible to receive any such benefit.

Section 1.15 Participation Agreement. The term "Participation Agreement" shall mean any written agreement, other than a collective bargaining agreement, pursuant to which contributions are paid or payable to this Fund.

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Section 1.16 Party-in-Interest. The term "party-in-interest" shall mean such persons as are described in ERISA, 29 U.S.C. §1002(14).

Section 1.17 Plan. The term "Plan" or "Welfare Plan" shall mean the plan, program, method, rules, and procedures for the payment of benefits from the Trust Fund established by the Agreement and Declaration of Trust and amendments thereto.

Section 1.18 Policy. The term "Policy" whether singular or plural shall mean any insurance policy, contract or contracts, issued pursuant to the Trust Agreement and accepted by the Trustees as a part of the Trust Agreement and shall include any amendments, riders or modifications or other alterations and additions thereto if such amendments, riders, modifications, alterations and/or additions to such policy were accepted by the Trustees.

Section 1.19 Retiree. The term "Retiree" shall mean any individual who was an Employee at the time of his retirement.

Section 1.20 Trust Agreement. The terms "Trust Agreement" or "Agreement and Declaration of Trust" as used herein shall mean this instrument, including all amendments, modifications, and rules and resolutions as may from time to time be made.

Section 1.21 Trust Fund. "Trust", "Trust Fund" and "Fund" as used herein shall mean the entire trust estate of the NATIONAL EMPLOYEES HELATH PLAN as it may, from time to time be constituted, including, but not limited to, all funds received in the form of contributions, together with all contracts (including dividends, interest, refunds, and other sums payable to the Trustees on account of such contracts), all investments made and held by the Trustees, all income, increments, earnings and profits therefrom, and any and all other assets, property or funds received and held by the Trustees by reason of their acceptance of this Agreement and Declaration of Trust.

Section 1.22 Trustees. The term "Trustees" or "Board of Trustees" as used herein shall mean the Trustees designated in this Trust Agreement, together with their successors, designated and appointed in accordance with the terms of this Trust Agreement. The first Trustees under this Agreement shall be those Trustees serving on the effective date of this Agreement pursuant to the terms of the first Amended and Restated Agreement and Declaration of Trust.

(a) The term "Employer Trustees" as used herein shall mean the Trustees appointed by the Employer Trustees as provided hereunder.

ARTICLE I

(b) The term "Union Trustees" as used herein shall mean the Trustees appointed by the Union as provided hereunder.

Section 1.23 Union. The term "Union" shall mean any local or other subordinate body of the International Brotherhood of Teamsters or of any other national or international labor organization which pursuant to a Collective Bargaining Agreement, has agreed in writing to be bound by the terms and provisions of this Agreement and any amendments and modifications hereof, and has otherwise met the requirements of Section 9.2 of Article IX, provided (a) that such local or other subordinate body has been accepted by the Trustees for Participation in the Fund, and (b) that a local or other subordinate body of a national or international labor organization other than the International Brotherhood of Teamsters shall be accepted by the Trustees only to extent permitted under section 501 (c) (9) of the Internal Revenue Code and the Treasury regulations thereunder.

CREATION AND PURPOSES OF FUND

Section 2.1 Creation. The Trust Fund has been created, and established and is maintained, and the Trustees agree to receive, hold and administer the Trust Fund, for the sole and exclusive purpose of providing such benefits as now are, or hereafter may be authorized or permitted by law for participants and their beneficiaries, and in accordance with the provisions set forth herein and in the Plan. It is intended that this Trust Fund and Plan be a "multiemployer plan" as that term is defined in Section 3(37) of ERISA and otherwise comply with the provisions of Section 501 of the Internal Revenue Code and Section 302(c)(5) of the Labor Management Relations Act.

Section 2.2 Effective Date. This Agreement and Declaration of Trust shall be in full force and effect as of January 1, 2008 and is a continuation of the Agreement and Declaration of Trust and all amendments thereto of the original Trust Agreement effective January 1, 1982.

BOARD OF TRUSTEES

Section 3.1 Number, Appointment.

The administration of the Fund shall be the joint responsibility of one or more Trustees appointed by the Unions and one or more Trustees appointed by the Employers, provided that the Employer Trustees and the Union Trustees shall be equal in number.

Section 3.2 Appointment and Removal of Union Trustees. A Union Trustee may be appointed or removed only by a majority of votes cast by Unions each of whom has at least ten members participating in the Plan (each such Union hereinafter called a "Voting Union"). Each Voting Union shall have one vote which shall be cast by the governing body thereof. A Voting Union may nominate any Union member to serve as a Union Trustee. The Union Trustees shall determine the manner by which candidates for Union Trustee are nominated and voted hereunder.

Section 3.3 Alternate Union Trustees. Each Union Trustee appointed as provided herein may appoint no more than one (1) Alternate Union Trustee to act for the Union Trustee during the Union Trustee's absence at any regular or special meeting of the Trustees. The Alternate Union Trustee shall have all the powers and duties vested in the Union Trustee by this Agreement while the Alternate Union Trustee is acting for the regularly appointed Union Trustee. The appointment of the Alternate Union Trustee shall terminate upon the earlier of (a) the rescission by the appointing Union Trustee of the Alternate Union Trustee's appointment, (b) resignation, removal or death of the Alternate Union Trustee or (c) resignation, removal or death of the appointing Union Trustee.

Section 3.4 Appointment of Employer Trustees. The Employer Trustees shall be appointed by the Employers provided that all Employer Trustees shall be persons signatory to a collective bargaining agreement or if the Employer is a corporation, the corporation shall be signatory.

Section 3.5 Acceptance of the Trust by Trustees. A Trustee shall execute a written acceptance in a form satisfactory to the Trustees and consistent with ERISA. By executing such written acceptance, a Trustee shall be deemed to have accepted the Trust created and established by this Trust Agreement and to have consented to act as Trustee and to have agreed to administer the Trust Fund as provided herein. Such written acceptance shall be filed with the Fund's administrative manager who shall notify the remaining Trustees of the receipt of such acceptance.

ARTICLE III

Section 3.6 Term. Each Trustee shall serve for a term of five years. Each duly appointed Trustee shall serve for the entire term established hereunder unless his trusteeship is earlier terminated on account of such Trustee's death, incapacity, resignation or removal.

Section 3.7 Resignation and Removal. A Trustee may resign and become and remain fully discharged from all further duty or responsibility thereunder upon giving thirty (30) days' notice in writing to the remaining Trustees and to the party by whom he was appointed, or such shorter notice as the remaining Trustees may accept as sufficient. In the notice there shall be stated a date on which such resignation shall take effect; and such resignation shall take effect on the date specified in the notice unless a successor Trustee shall have been appointed at an earlier date, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

An Employer Trustee may be removed from office at any time by action of the Employer Trustees. Written notice of such action shall be delivered to the Trustees serving at that time, the administrative manager and legal counsel. A Union Trustee may be removed from office as provided above. Written notice of such action shall be delivered to the Trustees serving at that time, the administrative manager and legal counsel.

Section 3.8 Successor Trustees, Appointment. If any Employer Trustee shall die, become incapable of acting hereunder, resign, or be removed, a Successor Employer Trustee shall be appointed by the remaining Employer Trustees. Such appointment shall be in writing and shall be delivered to the Trustees serving at that time, the administrative manager and legal counsel. If any Union Trustee shall die, become incapable of acting hereunder, resign, or be removed, a Successor Union Trustee shall be appointed as provided above, such appointment to be in writing and be delivered to the Trustees serving at that time, the administrative manager and legal counsel.

If such a vacancy is not filled within a thirty (30) day period, any remaining Employer and/or Union Trustee, respectively, may, within ten (10) days thereafter, petition the United States District Court for the Eastern District of Michigan to appoint a Successor Trustee from that class of persons qualified to serve as set forth herein.

The Fund shall at all times be administered by an equal number of Employer and Union Trustees.

ARTICLE III

Section 3.9 Successor Trustees, Assumption of Office. Any Successor Trustee shall immediately upon appointment and acceptance of the Trusteeship, become vested with all the property rights, powers and duties of a Trustee hereunder with like effect as if originally named a Trustee, without the necessity of any formal conveyance or other instrument of title.

Section 3.10 Limitation of Liability of Trustees. No Successor Trustee shall in any way be liable or responsible for anything done or committed in the administration of the Trust prior to the date of becoming a Trustee. No Trustee shall be liable for the acts or omissions of another Trustee to whom certain responsibilities, obligations or duties have been delegated pursuant to this Trust Agreement.

Section 3.11 Office of the Fund. The principal office of the Trust Fund shall be located and maintained in the City of Sterling Heights, County of Macomb, State of Michigan.

Section 3.12 Officers. The Trustees shall elect from among themselves a Chairman and Co-Chairman. The term of such offices shall commence on the date of their election and continue to the end of the calendar year or until his or their successors have been elected. The Chairmanship and Co-Chairmanship shall alternate between the Employer Trustees and the Union Trustees, so that there is always one Employer Trustee and one Union Trustee serving. The Chairman, and in his absence the Co-Chairman, shall preside at all meetings of the Trustees.

Section 3.13 Power to Act in Case of Vacancy. In case of death, resignation or refusal or inability to act of any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust, and shall be charged with its duties, provided that, in such cases there shall be no change in the quorum or voting requirements established herein.

Section 3.14 Meetings; Notices. The Trustees shall meet at such times as they deem it necessary to transact their business, not less frequently than four times annually, at such place or places as may be agreed upon by the Chairman and the Co-Chairman. The Chairman and Co-Chairman may, and upon the written request of any two (2) Trustees shall, call a meeting of the Trustees at any time by giving at least five (5) days' notice in writing, of the time and place thereof to the remaining Trustees. A meeting of the Trustees may be held at any time without notice if all of the Trustees consent thereto by an instrument in writing, or if all of the Trustees attend such meeting.

Section 3.15 Attendance at Meetings; Minutes. All official meetings of the Trustees shall be attended only by the Trustees and shall not be open to the public, except such other persons may attend as may be designated by the Trustees or when invited to do so, and as may

be otherwise required by law. Written minutes, a copy of which shall be furnished with reasonable promptness to each Trustee and legal counsel, shall be kept of all business transacted and of all matters upon which voting shall have occurred and the vote shall be recorded. Such minutes shall be approved at the succeeding meeting.

Section 3.16 Quorum; Voting; Action Without Meeting.

(a) A quorum shall consist of two (2) Trustees, with at least one (1) Employer Trustees and one (1) Union Trustees. If at any meeting the number of Employer and Union Trustees present shall be unequal, then the group of Trustees lesser in number shall be entitled to cast the same number of votes as the other group of Trustees. In the event there shall be present at any one meeting less than all of the Trustees of a group and such Trustees shall be unable to agree as to the manner in which the vote of the absent Trustee shall be cast, then those Trustees who are present shall cast the vote of the absent Trustee on a pro rata basis.

(b) A quorum of a committee or subcommittee of the Board of Trustees, established in accordance with this Trust Agreement or otherwise, shall be at least one (1) Employer Trustee and one (1) Union Trustee, except as provided otherwise in this Trust Agreement or by law.

(c) Any action taken by the Trustees, except as herein otherwise provided, shall be by affirmative vote of a majority of the votes cast at a meeting. The Trustees must cast their votes in person, except as provided herein.

(d) Action by the Trustees on any proposition may also be taken without a meeting if all of the Trustees agree thereto in writing.

Section 3.17 Arbitration. In the event the Trustees cannot decide a matter or resolve a dispute because of a tie vote or in the event of a decision on a disputed issue cannot be reached due to lack of a quorum at two successive meetings of the Trustees, the Trustees shall select an impartial arbitrator to hear and determine the matter or issue in dispute.

Section 3.18 Impartial Arbitrator. If the Trustees cannot agree on an impartial arbitrator within five (5) days, an impartial arbitrator shall be selected from a list of seven arbitrators supplied by the Federal Mediation and Conciliation Service. If the Trustees are unable to agree on an impartial arbitrator from the list within 72 hours after its receipt, an arbitrator shall be chosen by alternately striking names on the list. The arbitrator as selected shall hold a hearing on the matter or issue in dispute as soon as possible after his selection.

ARTICLE III

Section 3.19 Awards. The decision or award of the arbitration shall be in writing, shall be made within ten regular working days after the arbitrator receives all the evidence and shall be final and binding on all parties and persons concerned. The arbitrator shall not have power or authority to change or modify the provisions of this Agreement.

Section 3.20 Expenses of Arbitration. The cost and expenses incidental to any arbitration proceeding including the fee, if any of the impartial arbitrator, shall be a proper charge against the Fund and the Trustees are authorized and directed to pay such charges.

Section 3.21 Removal of Trustees. The Board of Trustees shall initiate action to cause the removal of any fellow Trustee who may be serving as a Trustee in violation of this Agreement, ERISA or other applicable law. The vacancy or vacancies caused by such a removal shall be filled in accordance with Section 3.8 of this Article.

Section 3.22 Prohibited Transactions. Notwithstanding any action being taken by the Board of Trustees as provided in this Article, no transaction shall be authorized between the Trust Fund and any party-in-interest, except to the extent that such transactions are permissible practices under ERISA.

Section 3.23 Qualifications of Trustees. No person may serve as a Trustee hereunder who:

- (a) is in violation of Section 411 of ERISA;
- (b) if an Employer Trustee, is not signatory to a current collective bargaining agreement or participation agreement, or
- (c) if a Union Trustee, is not a member of the Union.

CONTRIBUTIONS AND COLLECTIONS

Section 4.1 Employer Contributions.

(a) Each Employer shall make prompt contributions or payment to the Trust Fund in such amount and under the terms as are provided for in the applicable collective bargaining agreement in effect from time to time between the Employer or his bargaining representative and the Union. An Employer may also be required to make contributions in such amount and under such terms as agreed to by such Employer in writing, provided that such contributions shall be subject to acceptance by the Trustees. The Employer agrees that such contributions shall constitute an absolute obligation to the Trust Fund, and such obligation shall not be subject to, by way of illustration and not limitation, set-off or counterclaim which the Employer may have for erroneous contributions to any other Trust Funds, or for any other liability of a Union, of an Employee, of any other Trust Funds, or of any other person. In the event the Employer is not a signatory to a Collective Bargaining Agreement, the contribution rate shall be the rate set forth in the Participation Agreement entered into by the Employer, as modified from time to time.

(b) Contributions to the Fund shall be paid to the Trustees or to such depository as the Trustees shall designate, only by check, bank draft, or money order, or its equivalent, made payable to the order of the NATIONAL EMPLOYEES HEALTH PLAN, or as otherwise provided in the applicable collective bargaining agreement upon such forms as specified by the Trustees. The payment of contributions shall be made periodically at such times as may be provided in the applicable collective bargaining agreement. In the absence of any such provision in a collective bargaining agreement, the payment of contributions shall be made periodically at such times as the Trustees shall specify.

(c) Each Employer shall be responsible only for the contributions payable by him on account of Employees covered by him except as may be otherwise provided by law. No other Employers or groups shall be responsible for the contributions, payments, or other obligations of any other Employer except as may be otherwise provided by law.

Section 4.2 Receipt of Payment and Other Property of Trust.

The Trustees or such other person or entity designated or appointed by the Trustees as provided herein are hereby designated as the persons to receive the payments heretofore or hereafter made to the Trust Fund by the Employers and Employees. The Trustees are hereby vested with all right, title and interest in and to such monies and all interest which may be accrued thereon, and are authorized to receive and to be paid the same.

ARTICLE IV

Section 4.3 Collection and Enforcement of Payments. The Trustees, or such committee of the Trustees as the Board of Trustees shall appoint, or the administrative manager if one has been appointed and when directed by such committee or by the Board of Trustees, shall have the power to demand, collect and receive Employer payments and all other money and property to which the Trustees may be entitled, and shall hold the same until applied to the purposes provided in this Trust Agreement. They shall take such steps, including the institution and prosecution of, or the intervention in such legal or administrative proceedings as the Trustees in their sole discretion determine to be in the best interest of the Trust Fund for the purpose of collecting such payments, money and property, without prejudice, however, to the rights of the Union to take whatever steps it deems necessary and wishes to undertake for such purposes.

Section 4.4 Production of Records. Each Employer shall promptly furnish to the Trustees, on demand, such records and information as are required by the Board of Trustees in order to determine compliance with this Agreement. The Employer shall also furnish to the Trustees, on demand, such other information as the Trustees may reasonably require in connection with the administration of the Trust Fund. The Trustees may, by their respective representative, including auditors, examine the pertinent records of each Employer at the Employer's place of business. Such examination shall not be limited to solely the payroll records of the employees covered by this Agreement, but shall, within the discretion of the Board of Trustees, include such other records, books and documents for other employees or subcontractors, if necessary, for determining compliance with this Agreement. The Union shall, upon request of the Trustees, promptly furnish information in respect to an employee's employment status.

Section 4.5 Costs of Collection.

(a) The Trustees may require the payment by Employers, in addition to the interest and liquidated damages provided within this Trust Agreement, such other costs and expenses, including costs of an audit, reasonable attorneys' fees, late payment service fees, and court costs incurred by the Trustees and arising out of the collection of such Employer's delinquent contributions in accordance with the applicable collective bargaining agreement.

(b) In addition to any remedies provided for in the collective bargaining agreement and this Trust Agreement, any Employer who fails to timely pay contributions may be required to pay to the Trust Fund, in addition to the contributions, the following

- (1) Interest on unpaid or untimely paid contributions at the rate prescribed in Section 6621 of the Internal Revenue Code of 1986,

as amended, from the date when such contributions became due to the date of actual payment; and

(2) 20% liquidated damages on unpaid and untimely paid fringe benefit contributions.

Section 4.6 Late Payment Service Fees. The parties recognize and acknowledge that the regular and prompt payment of contributions to the Fund are essential to the operation of the Fund and the providing of benefits under the Plan and accordingly that time is of the essence in the Contributing Employer's payment thereof. In the event any contribution is delinquent for a period of more than ten (10) days, there may be added to and become a part of the amount due and unpaid a charge of not less than Ten (10%) Percent of amount of such delinquent contribution.

Section 4.7 Effect of Non-Payment. Non-payment, by any Employer of any contributions or other monies owed to the Fund shall not relieve any other Employer from its obligation to make required payments to the Trust Fund.

POWERS AND DUTIES OF TRUSTEES

Section 5.1 Conduct of Trust Business. The Trustees shall have general supervision of the operation of this Trust Fund and shall conduct the business and activities of the Trust Fund in accordance with this Trust Agreement and applicable law. The Trustees shall hold, manage and protect the Trust Fund and collect the income therefrom and contributions thereto. The Trustees may in the course of conducting the business of the Trust, execute all instruments in the name of the NATIONAL EMPLOYEES HEALTH PLAN. Such instruments shall be signed by at least one Employer and one Union Trustee, provided, however, any one Trustee may execute legal documents to commence and process lawsuits to enforce trust collection on behalf of the Trustees.

Section 5.2 Use of Fund for Expenses. The Trustees shall have the power and authority to use and apply the Trust Fund to pay or provide for the payment of all reasonable and necessary expenses (i) of collecting the Employer contributions and payments and other monies and property to which they may be entitled and (ii) of administering the affairs of this Trust, including the employment of such administrative, legal, expert and clerical assistance, the purchase or lease of such premises, materials, supplies and equipment and the performance of such other acts, as the Trustees, in their discretion, find necessary or appropriate in the performance of their duties.

Section 5.3 Use of Fund to Provide Benefits. The Trustees shall have the power and authority to use and apply the Trust Fund to pay or provide for the payment of welfare and related benefits to eligible participants and beneficiaries in accordance with the terms, provisions and conditions of the Plan to be formulated and agreed upon hereunder by the Trustees provided through policies of insurance or other health program and facilities in accordance with Section 5.4(a) or established and administered as provided in Section 5.4(b). Such benefits shall be limited to those which can be financed from the Trust Fund after payment of authorized and accrued expenses.

Section 5.4 Procurement of Insurance; Self-Insurance.

(a) The Trustees are expressly authorized to negotiate for, obtain and maintain policies of group life, group accident insurance (including group hospital, medical and surgical insurance) or such other insurance coverage as may be determined by the Trustees, for the payment to eligible participants and beneficiaries, by an insurance company or companies licensed to transact business of such benefits as now or hereafter may be authorized or permitted by law and as the Trustees may, from time to time, determine. Such policies of insurance shall be in such forms and in such amounts and may contain such provisions and be subject to such

limitations and conditions as the Trustees, in their sole discretion, may from time to time determine and shall cover such participants and beneficiaries as the Trustees, pursuant to the provisions hereof, shall from time to time determine eligible for benefits as herein provided. The Trustees may exercise all provisions of each contract or policy of insurance, and may agree with the insurance carrier to any alteration, modification or amendment of such contract or policy, and the insurance provided thereunder, which they, in their sole discretion, may deem necessary or advisable and such insurance carrier shall not be required to inquire into the authority of the Trustees with regard to any dealings in connection with such contract or policy.

(b) The Trustees are expressly authorized, by majority vote, to establish and maintain a Plan or Plans to provide any and all of the welfare benefits, as the Trustees in their sole discretion may determine, directly out of the Trust Fund provided, however, that such payments can be legally made and that the same are in full compliance with all statutory and legal requirements. Such Plan may be established and maintained in lieu of, or in combination with, coverage provided by an insurance carrier or carriers.

Section 5.5 Investments.

(a) The Trustees shall have the power and authority, in their sole discretion, to invest and reinvest such funds as are not necessary for current expenditures or liquid reserves, as they may from time to time determine, not constrained by any limitation restricting investments in common stocks to a percentage of the Fund or to a percentage of the total market value of the Fund, provided, however, that:

- (1) The Trustees shall diversify the investments of the Plan so as to minimize the risk of large losses (unless under the circumstances it is clearly prudent not to do so), and
- (2) The Trustees shall only make such investments which are permitted under applicable State and Federal law relating to the investment of the Employee trust funds.
- (3) The Trustees shall have the power to:
 - (i) purchase, acquire, receive, retain, administer, surrender or assign any insurance contract for the purpose of providing some or all of the benefits described in the Plan, and to pay

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the premiums and exercise the rights, privileges, options and benefits contained in such contracts in the event that the Board of Trustees determines that insurance policies shall be acquired as part of the Plan, or may make such other arrangements for the providing of benefits under the Plan to Covered Employees, their families and dependents or beneficiaries, as in their discretion may be desirable or appropriate;

- (ii) vote by proxy or in person with respect to any stock or securities comprising a part of this Trust Fund at any meeting upon any question coming before such meeting;
- (iii) consent to the reorganization, merger, consolidation, recapitalization or liquidation or sale of the assets of any corporation or other organization, the stocks and securities of which were held by the Trust Fund and to take any action with reference to such stocks or securities which in the opinion of the Board of Trustees is necessary to obtain the benefit of any such reorganization or sale; to exercise any conversion privilege or subscription right that is given them as the owners, and to accept and hold as part of the Fund the securities, stocks and other property resulting from any such reorganization, sale, conversion or subscription.
- (iv) may make such loans from the Fund in such amounts at reasonable rates of income and upon reasonably prudent security, and to such borrower as may be approved, by the Board of Trustees, in the exercise of the judgment, care and skill required by Section 5.5(c) of this Article V, including but not limited to any other Fund of which the Trustee hereunder is the Trustee, provided, however, that under no circumstances may it make any loan from the Fund to any Employer or Employee as defined in this Agreement, nor any loan whatsoever to any person defined in Sections 3(14)(d), 406 and 2003 of ERISA.

The Trustees may sell, exchange or otherwise dispose of such investment at any time and, from time to time, as provided in Section 5.11(f). The Trustees shall have power and authority (in addition to, and not in limitation to, common law and statutory authority) to invest in any stocks, bonds or other property, real or personal, including improved real estate and equity interests in real estate, where such an investment appears to the Trustees, in their discretion and consistent with their fiduciary obligations, to be in the best interest of the Trust Fund and its participants and beneficiaries, judged by then prevailing business conditions and standards. The Trustees shall have the authority, in respect to any stocks, bonds or other property, real or personal, held by them as Trustees, to exercise all such rights, powers and privileges as might be lawfully exercised by any person owning similar stocks, bonds or other property in his own right.

(b) Delegation and Allocation of Investment Functions.

(1) The Trustees are authorized, in their discretion by resolution, to allocate such duties and responsibilities to invest and reinvest such Fund assets as they shall specify in such allocation to a committee or subcommittee of the Board of Trustees in accordance with Section 5.8, provided, however, that such action shall have been approved by a majority vote of the Trustees as provided herein.

(2) The Trustees shall have the power and authority to appoint one or more investment managers (as defined in Section 3(38) of ERISA) who shall be responsible for the management, acquisition, disposition, investing and reinvesting of such of the assets of the Trust Fund as the Trustees shall specify including the delegation of authority to perform any of the acts as enumerated in Section 5.5(a). Any such appointment may be terminated by the Trustees upon written notice. The fees of such investment manager, and its expenses to the extent permitted by law, shall be paid out of the Trust Fund. The Trustees shall require that the investment manager acknowledge in writing that he is a fiduciary with respect to the Plan.

(3) In connection with any allocation or delegation of investment functions under paragraphs (1) and (2) of this subsection (b), the Trustees shall, from time to time, adopt appropriate investment policies or guidelines.

(c) In discharging their duties and acquiring, investing, reinvesting, exchanging, retaining, selling and managing the Fund assets, the Board of Trustees shall exercise the judgment, care, skill, prudence and diligence and under the circumstances then prevailing which men of prudence, discretion and intelligence acting in a like capacity and familiar with such matters exercise in the management of their own affairs, and in the conduct of a like enterprise with like aim, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital for the

purpose of providing the benefits described in the Plan and defraying the reasonable expenses of administration of the Plan; and shall diversify the investments of the Plan so as to minimize the risk of large losses unless under the circumstances it is clearly prudent not to do so; provided, however, that at the time such assets are purchased they are legal investments for trust funds under the then applicable federal laws, including but not limited to Sections 406, 407 and 408 of ERISA.

Section 5.6 Deposits and Disbursements. All Trust monies not invested shall be deposited by the Trustees in such appropriate depository or depositories as the Trustees shall, from time to time, select, and any such deposit or deposits, or disbursement therefrom, shall be made in the name of the Trust in the manner designated and authorized by the Trustees or by the Investment Manager appointed in accordance with Section 5.4(b)(2) of this Article.

Section 5.7 Allocation and Delegation of Non-Investment Responsibilities. The Trustees may, by resolution or by-law or by provisions of this Trust Agreement, allocate fiduciary responsibilities and various administrative duties to committees or subcommittees of the Board of Trustees. In addition, the Trustees may delegate such responsibilities and duties to other individuals as they may deem appropriate or necessary in their sole discretion, and consistent with ERISA provided, however, that such action shall have been approved by a majority vote of the Trustees, as provided in Section 3.16.

Section 5.8 Committee of the Board of Trustees. Each committee or subcommittee shall consist of an equal number of Employer and Union Trustees. A quorum of a committee shall be as provided in Section 3.16(b). If the Union Trustee group and/or the Employer Trustee group, respectively, nominate a Trustee of their group for membership on any committee, the Chairman shall appoint such nominee in filling any such vacancy. Appointment as a member shall be submitted, in writing, to the administrative manager.

Section 5.9 Administrative Manager. The Trustees may employ or contract for the services of an individual, firm or corporation, to be known as "administrative manager", who shall, under the direction of any appropriate committee of the Trustees, be responsible in a ministerial capacity to:

- (a) administer the office or offices of the Trust Fund and of the Trustees;
- (b) coordinate and administer the accounting, bookkeeping and clerical services;

- (c) prepare (in cooperation where appropriate with the consulting actuary and independent auditor) all reports and other documents to be prepared, filed or disseminated by or on behalf of the Trust in accordance with law;
- (d) assist in the collection of contributions required to be paid to the Trust Fund by Employers;
- (e) be the custodian of all documents and other records of the Trustees and of the Trust Fund; and
- (f) perform such other duties and furnish such other services as may be assigned, delegated, or directed or as may be contracted by or on behalf of the Board of Trustees.

Section 5.10 By-Laws, Rules and Regulations.

(a) The Trustees are hereby empowered and authorized to adopt by-laws and to promulgate any and all necessary rules and regulations which they deem necessary or desirable to facilitate the proper administration of the Trust Fund, provided the same are not inconsistent with the terms of this Trust Agreement. All by-laws, rules and regulations adopted by action of the Trustees shall be binding upon all parties hereto, all parties dealing with the Trust Fund and all persons claiming any benefits hereunder.

(b) No by-law, regulation, rule, action or determination made or adopted by the Trustees, nor any decision or determination made by any impartial arbitrator as provided herein, shall in any manner, conflict or be inconsistent with any provision of the applicable current collective bargaining agreement, with this Trust Agreement, or with any applicable Federal, State or local law.

Section 5.11 Additional Authority. The Trustees are hereby empowered in addition to such other powers as are set forth herein or conferred by law.

(a) To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration of the Trust Fund, and to do all acts as they, in their discretion, may deem necessary or advisable and such contracts and agreements and acts shall be binding and conclusive on the parties hereto and on the participants involved;

(b) To keep property and securities registered in the name of the Trustees or of the Fund or the appointment of a custodian to hold said property;

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(c) To establish and accumulate as part of the Trust Fund such reasonable reserve funds as the Trustees, in their sole discretion, deem necessary or desirable to carry out the purposes of such Trust Fund;

(d) To pay out of the Trust Fund all real and personal property taxes, income taxes, and other taxes of any and all kinds levied or assessed under existing or future laws upon or in respect to the Trust Fund, or any money, property, or securities forming a part thereof;

(e) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder; and

(f) To sell, exchange, lease, convey, mortgage or dispose of any property, whether real or personal, forming a part of the Trust Fund upon such terms as they may deem proper; and to execute and deliver at any time, any and all instruments of conveyance, lease, mortgage and transfer in connection therewith.

Section 5.12 Bonds. The Trustees shall obtain from an authorized surety company such bonds as may be required by law, covering such persons and in such amounts (but not less than required by law) as the Trustees, in their discretion, may determine. The cost of premiums for such bonds shall be paid out of the Trust Fund.

Section 5.13 Insurance. The Trustees may in their discretion obtain and maintain policies of insurance, to the extent permitted by law, to insure themselves, the Trust Fund as such, as well as Employees or agents of the Trustees and of the Trust Fund, while engaged in business and related activities for and on behalf of the Trust Fund,

(a) with respect to liability to others as a result of acts, errors or omissions of such Trustee or Trustees, Employees or agents, respectively, provided such insurance policy shall provide recourse by the insurer against Trustees as may be required by law, and

(b) with respect to injuries received or property damage suffered by them, and

(c) with respect to the cost of the premiums for such policies of insurance to be paid out of the Trust Fund.

Section 5.14 Information to Participants and Beneficiaries. The Trustees shall provide participants and beneficiaries such information as may be required by law.

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Section 5.15 Accountants. The Trustees shall engage one or more independent qualified public accountant to perform all services as may be required by law and such other services as the Trustees may deem necessary. The costs incurred under this Section shall be paid out of the Trust Fund.

Section 5.16 Trustee Reimbursement. The Trustees shall be entitled to reimbursement for the expenses properly and actually incurred in the performance of their duties with the Trust Fund, including, without limitation, attendance at meetings and other functions of the Board of Trustees, attendance at institutes, seminars, conferences or workshops for or on behalf of the Trust Fund. A Trustee may be paid directly from the Fund by way of reimbursement for the amount of actual wages that he has lost by reason of his performance of duties for the Trust Fund in accordance with any reasonable schedule for reimbursement which may be established by the Board of Trustees, and subject to the provisions of ERISA and other applicable law.

Section 5.17 Reports. The Board of Trustees shall make reports to and file such information with appropriate public authorities as may be required by applicable law.

Section 5.18 Records of Trustee Transactions. The Trustees shall keep true and accurate books of account and a record of all of their transactions and meetings (including actions taken at such meetings and by informal action of the Trustees), which records and books shall be audited at least annually by a certified public accountant. A copy of each audit report shall be available for inspection by interested persons at the principal office of the Trustees and the respective offices of the administrative manager, and the Union at reasonable times and after reasonable notice.

Section 5.19 Construction and Determination by Trustees. Subject to the stated purposes of the Fund and the provisions of this Agreement, the Trustees shall have full and exclusive authority to determine all questions of coverage and eligibility, methods of providing or arranging for benefits and all other related matters. They shall have full power to construe the provisions of this Agreement, the terms used herein and the by-laws and regulations issued thereunder. Any such determination and any such construction adopted by the Trustees in good faith shall be binding upon all of the parties hereto and the beneficiaries hereof. No questions or disputes arising under this Trust Agreement shall be subject to the grievance or arbitration procedure established in any collective bargaining agreement between the Employer and the Union, provided, however, that this clause shall not affect the rights and liabilities of any of the parties under any of such collective bargaining agreements.

Section 5.20 Liability.

(a) The Trustees, to the extent permitted by applicable law, shall incur no liability in acting upon any instrument, application, notice, request, signed letter, telegram or other paper or document believed by them to be genuine, to contain a true statement of facts, and to be signed by the proper person.

(b) The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their powers and the performance of their duties as Trustees hereunder, but shall not be liable for any mistake of judgment or other action taken in good faith, or for any loss, unless resulting from their own neglect and the Trustees shall not be liable for a loss sustained by the Fund by reason of the purchase, retention, sale or exchange of any investment by the Trustees in good faith in accordance with the provisions hereof, provided, however, that this provision shall in no manner relieve any Trustee nor any other fiduciary from liability for failure to fulfill and satisfy any responsibility, obligation or duty imposed on any fiduciary by Part Four (4) of ERISA; provided, further, that should the Trustee appoint an investment manager as defined in Section 3(38) of ERISA, as amended, and as defined in Section 5.5(b) of this Article V they shall not be liable for the acts and/or omissions of such investment manager nor be obligated to invest or otherwise manage any assets of the plan which is subject to the management of such investment manager.

(c) No Trustee or other fiduciary shall be liable for a breach of trust committee by another Trustee or fiduciary unless he participated in same or enabled its occurrence by failure to satisfy his specific responsibilities which give rise to his status as a fiduciary or knows of such breach but fails to make reasonable efforts under the circumstances to remedy such breach.

Section 5.21 Reliance on Written Instruments.

(a) By Trustees. Any Trustee, to the extent permitted by applicable law, may rely upon any instrument in writing purporting to have been approved by a majority vote of the Trustees and signed in accordance with Section 5.1 as conclusive evidence of the fact that a majority of the Trustees have taken the action stated to have been taken in such instrument. In any controversy, claim, demand, suit at law or other proceeding between any participant or any other person and the Trustees, the Trustees shall be entitled to rely upon any facts appearing in the records of the Trustees, any instruments on file with the Trustees, with the Union, or with any Employer, and any facts certified to the Trustees, by the Union, or by any Employer, any facts which are of public record and any other evidence pertinent to the issue involved.

(b) By Others.

(1) No party dealing with the Trustees shall be obligated:

(A) To see the application to the stated Trust purposes of any funds or property of the Trust Fund; or

(B) To see that the terms of this Trust Agreement have been complied with; or

(C) To inquire into the necessity or expediency of any act of the Trustees.

(2) Every instrument executed by the Trustees shall be conclusive evidence in favor of every person relying thereon:

(A) That at the time of execution of said instrument the Trust was in full force and effect.

(B) That the instrument was executed in accordance with the terms and conditions of this Trust Agreement, and

(C) That the signing Trustees were duly authorized and empowered to execute the instrument.

(c) Reliance on Counsel's Opinion. The Trustees may consult with legal counsel concerning any question which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement or the Trust hereby established. The opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustees hereunder in good faith in accordance with the opinion of such counsel. The Trustees shall not be liable therefor to the extent permitted by ERISA or other applicable law.

Section 5.22 Discharge of Liability. The receipt by the Trustees of any money or property or checks (after such checks are honored at the bank and paid to the Trust Fund) shall discharge the person or persons paying or transferring the same to the extent of such payment or transfer.

Section 5.23 Establishment of Plan.

(a) The Trustees shall adopt a written Plan or Plans wherein they, as named Fiduciaries, shall have the authority to control and manage the operation and administration of the Plan. Each Plan shall set forth the nature, amount, duration and condition of receiving health, welfare or other benefits to be provided to participants and beneficiaries. The Trustees shall not be under any obligation to pay any benefit if the payment of such benefit will result in loss of the Trust Fund's tax exempt status under the then applicable Internal Revenue Code and any regulations or rulings issued thereto.

(b) The Trustees shall, in their discretion, promulgate rules, regulations, and procedures for the operation of the Plan, including, by way of illustration and not limitation:

- (1) conditions of eligibility for participants and beneficiaries;
- (2) a schedule of the type and amount of benefits to be paid;
- (3) procedures for claiming benefits and for the distribution of benefits;
- (4) any procedures for the allocation or responsibilities for the operation and administration of the Plan;
- (5) the basis on which payments are made to and from the Plan.

Such Plan shall at all times comply with all applicable law.

(c) The Trustees shall agree by a majority vote of their total number to the Plan. This Plan and any amendments thereto, shall qualify under applicable provisions of the Internal Revenue Code, so that the Employers can receive tax deductions for their contributions to the Trust Fund.

(d) A copy of such Plan shall be adopted and filed by the Trustees as part of the records and minutes of the Trust Fund and one copy of such Plan shall be distributed to the Union and shall be made available to each of the contributing Employers, participants and their beneficiaries requesting such.

Section 5.24 Amendment of Plan. The Plan may be amended by the Trustees at any time, provided that such amendments comply with applicable sections of the Internal Revenue Code, ERISA, all other applicable law, and the purposes as set forth in this Trust Agreement.

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Additionally, and not by way of limitation, the Trustees may amend the Plan, in future, or retroactively where they deem it necessary, to maintain the continuation of the Trust Fund's tax exempt status or to preserve compliance with the Internal Revenue Code, ERISA and all other applicable law. A copy of each amendment of the Plan shall be adopted and filed by the Trustees as part of the records and minutes of the Trust Fund, and copies thereof shall be distributed to the Union, and shall be made available to the then currently contributing Employers, the participants and their beneficiaries requesting such.

Section 5.25 Audit. The Board of Trustees shall provide for an audit to be made annually by a certified public accountant, as of the last day of each Plan Year, the costs of which shall be borne by the Fund. A copy of the annual audit shall be furnished to each Trustee, and the Fund's legal counsel.

Section 5.26 Non-Diversion. Under no circumstances shall the Trustees authorize, suffer or permit any assets, monies or contributions of the Fund to be paid or disbursed to any employer or otherwise appropriated, diverted or disbursed whether by operation or termination of the Trust, power or revocation or amendment or any other means to any use in any manner, directly or indirectly except as permitted by the applicable provisions of the Internal Revenue Code, as amended, and rules and regulations promulgated thereunder in order to preserve the tax exempt status of the Fund.

CONTROVERSIES AND DISPUTES

Section 6.1 Submission to Trustees. All questions or controversies of whatever character, arising in any manner or between any persons or entities in connection with the Trust Fund or the operation thereof, which are related to any claim for any benefit by any participant or any other person, shall, pursuant to Rules and Regulations adopted by the Trustees, as set forth in the Plan of Benefits, be submitted to the Trustees, a committee of the Trustees, or an arbitration body if the Trustees so provide, and the decision of the Trustees, the committee or arbitration body shall be final and binding upon all persons dealing with the Trust Fund or Plan, or claiming benefits thereunder.

Section 6.2 Settling Disputes. The Trustees may in their sole discretion compromise or settle any claim or controversy in such manner as they think best, and any majority decision made by the Trustees in compromise or settlement of a claim or controversy, or any compromise or settlement entered into by the Trustees, shall be conclusive and binding on all parties involved in this Trust. The compromise or settlement of any claim or controversy shall have no precedent effect.

BENEFICIAL RIGHTS

Section 7.1 No Right, Title or Interest of Employers. No Employer, Union, Employee, participant or beneficiary shall have any right, title or interest in or to the Trust Fund or any part thereof other than welfare or other benefits for which a participant or beneficiary is entitled under the terms and conditions set forth in the Plan. There shall be no pro rata or other distribution of any of the assets of the Trust Fund as a result of any Union, Employee or Group of Employees or Employers or participants and their beneficiaries, ceasing their participation in this Trust Fund for any purpose or reason, except as required by law.

Section 7.2 Limitation Upon Beneficial Rights of Employees.

(a) All benefits shall be free from the interference and control of any creditor, and no benefits shall be subject to any assignment or other anticipation, nor to seizure or to sale under any legal, equitable or any other process. In the event that any claim or benefit shall, because of any debt incurred by or resulting from any other claim or liability against any Employee, Participant, or Beneficiary, by reason of any sale, assignment, transfer, encumbrance, anticipation, or other disposition made or attempted by said Participant, Beneficiary, or Employee, or by reason of any seizure or sale or attempted sale under any legal, equitable or other process, or in any suit or proceeding, become payable, or be liable to become payable, to any person other than the Participant or Beneficiary, no benefit shall be payable under the Plan until such assignment, transfer, encumbrance, anticipation or other disposition, writ or legal process is canceled or withdrawn in such a manner as shall be satisfactory to the Board of Trustees. Until so canceled or withdrawn, the Board of Trustees shall have the right to use and apply the benefits as the Board of Trustees may deem best for the support and maintenance of such Participant or Beneficiary.

(b) Notwithstanding any provisions contained in this Section to the contrary, any participant or beneficiary may assign hospital, surgical and medical benefits to any hospital or physician rendering services to the participant or beneficiary.

TERMINATION OF TRUST

Section 8.1 Conditions of Termination. This Trust Agreement shall cease and terminate upon the happening of any one or more of the following events:

- (a) In the event the Trust Fund shall, in the opinion of the Trustees, be inadequate to carry out the intent and purpose of this Trust Agreement, or be inadequate to meet the payments due or to become due under this Agreement and under the plan of benefits to participants and beneficiaries already drawing benefits.
- (b) In the event there are no individuals living who can qualify as Employees hereunder;
- (c) In the event of termination by action of the Unions and the Employers;
- (d) In the event of termination as may be otherwise provided by law.

Section 8.2 Procedure in Event of Termination. In the event of termination, the Trustees shall:

- (1) Make provision out of the Trust Fund for the payment of any and all obligations of the Trust, including expenses incurred up to the date of termination of the Trust and the expenses incidental to such termination;
- (2) Arrange for a final audit and report of their transactions and accounts, for the purpose of termination of their Trusteeship;
- (3) Apply the corpus of the Trust Fund to pay any and all obligations of the Trust;
- (4) Distribute and apply any remaining surplus in such manner as will best effectuate the purposes of the Trust Fund and the requirements of law; and
- (5) Give any notices and file any reports which may be required by law.

Section 8.3 Notification Upon Termination. Upon the termination of the Trust Agreement, the Board of Trustees shall forthwith notify each Employer and any insurance carrier or carriers of any Policy, and the Trustees shall continue as Trustees for the purposes of dissolution, and may be appropriate or required by law, the Plan, this Agreement and/or the insurance carriers of such Policy.

ADMISSION OF EMPLOYERS AND UNIONS

Section 9.1 Employers. The Trustees may admit an Employer for participation in the Fund, if in their sole judgment and discretion, such admission is consistent with the purpose of the Fund. An Employer seeking admission to the Fund shall execute this agreement or an Acceptance Form, or otherwise agree in writing to be bound by this Agreement, to irrevocably designate, accept, and ratify as his representative on the Fund's Board of Trustee such Trustees as are designated hereunder as Employer Trustees, together with their successors selected in the manner provided herein, and to be bound by all actions taken by such Employer Trustees hereunder. Upon written notice of acceptance by or on behalf of the Trustees, such an Employer shall be admitted for participation in the Fund.

Section 9.2 Unions. A Union with which an Employer has executed a Collective Bargaining Agreement shall execute this Agreement and Declaration of Trust or an Acceptance Form, or otherwise agree in writing to be bound by this Agreement, to irrevocably accept and ratify such Trustees as are designated hereunder as Union Trustees, together with their successors selected in the manner provided herein, as the representative of the Union and its members, and to be bound by all actions taken by such Union Trustees hereunder, and shall furnish the Trustees with a copy of each Collective Bargaining Agreement.

MISCELLANEOUS

Section 10.1 Savings Clause. Should any provision of this Agreement and Declaration of Trust be held to be unlawful; or unlawful as to any person or instance, such fact shall not adversely affect the other provisions herein contained or the application of said provisions to any other person or instance, unless such illegality shall make impossible the functioning of this Fund.

Section 10.2 Merger. The Trustees shall have the power to merge with any other fund established for similar purposes as this Trust Fund under terms and conditions mutually agreeable to the respective Boards of Trustees, provided that each participant in the Plan will receive benefits after the merger which are equal to or greater than the benefits which would have been received prior to the merger.

Section 10.3 Judicial Settlements. The Trustees shall be entitled, at any time, to have a judicial settlement of their accounts and to seek judicial protection by any action or proceeding they determine necessary and, further, to obtain a judicial determination or declaratory judgment as to any question of construction of this Trust Agreement or for instructions as to any action thereunder, and, further, as to any questions relating to the discharge of their duties and obligations under, or in connection with the administration of, this Trust and as to the distribution of assets belonging to the Trust. Any such determination, decision, or judgment shall be binding upon all parties to, or claiming under, this Trust Agreement.

Section 10.4 Withholding Payment. In the event any questions or dispute shall arise as to the proper person or persons to whom any payments shall be made hereunder, the Trustees may withhold such payment until there shall have been made an adjudication of such question or dispute which, in the Trustees' sole judgment, is satisfactory to them, or until the Trustees shall have been fully protected against loss by means of such indemnification agreement or bond as they, in their sole judgment, determine to be adequate.

Section 10.5 Qualification of Trust Personnel. No person shall serve as a Trustee, administrative manager, custodian, investment manager, or consultant to the Trust Fund or Plan or serve in any other capacity thereof whether as an agent, officer, or employee, unless such person is eligible for service in accordance with Section 411 of ERISA.

Section 10.6 Vesting of Rights. No Participant, Beneficiary or Employee or other person shall have any vested interest or right in the Trust Fund except as provided by the Trustees in conformance with the law.

ARTICLE X

Section 10.7 Gender. Whenever any words are used in this Trust Agreement in the masculine gender, they shall also be construed to include the feminine and neuter gender in all situations where they would so apply; and whenever any words are used in the plural, they shall also be construed to include the singular.

Section 10.8 Amendment to Trust Agreement. The provisions of this Trust Agreement may be amended at any time by an instrument executed by a majority vote of the Trustees, provided, however, in no event shall the Trust Fund be used for any purpose other than the purposes set forth in this Trust Agreement, and for the purposes of paying the necessary expense incurred in the administration of this Trust.

Section 10.9 Applicable Law. This Trust is created and accepted in the State of Michigan and all questions pertaining to the validity or construction of this Trust Agreement and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the State of Michigan, except as to matters governed by Federal Law. The Fund shall be operated and the Plans shall be administered in accordance with the Employee Retirement Income Security Act of 1974 as amended, the Labor Relations Act of 1947, as amended, the Internal Revenue Code of 1986, as amended, and other applicable law, and all actions by the Trustees, their delegates or appointees, and all parties to this Agreement shall be in conformity therewith, whether or not reference to any such law is explicitly made herein.

Section 10.10 Other Employers and Their Employees May Join the Plan. The Trustees may extend the coverage of this Trust Agreement to such other parties and upon such terms and conditions as the Trustees shall determine, provided such parties are required to conform to the terms and conditions of this Trust Agreement to make the same rate of contributions required of the Employers herein for the same schedule of benefits. Such other Employers and their Employees shall have no right to participate in the appointment or replacement of Trustees.

Section 10.11 Reciprocity Agreements. The Trustees may, in their sole discretion, enter into such reciprocity agreement or agreements with other welfare funds as they determine to be in the best interests of the Trust Fund, provided that any such reciprocity agreement or agreements shall not be inconsistent with the terms of this Trust Agreement or to the collective bargaining agreements under which this Trust Agreement is maintained.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Trustees have caused this Restated Agreement and Declaration of Trust, effective January 1, 2008 to be executed this 24th day of January, 2008 to signify their acceptance of the terms and conditions stated herein.

UNION TRUSTEES

EMPLOYER TRUSTEES

