

Adopted: 3/14/92

RESTATED AGREEMENT AND DECLARATION OF TRUST

ESTABLISHING THE

LINE CONSTRUCTION BENEFIT FUND

THIS RESTATED AGREEMENT AND DECLARATION OF TRUST, made and entered into this 14th day of March, 1995, and originally entered into as of January 1, 1963, by and between AMERICAN LINE BUILDERS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INCORPORATED (hereinafter called the "Association"), and LOCAL UNIONS 51 and 702, affiliates of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO (hereinafter called "Unions"), and those Employers (as hereinafter defined) who become a party hereto; and the currently sitting Trustees, JAMES M. BELL, TOM A. MALONE, ROBERT H. MASON, DAVID J. MCLEAN, EDWARD NICKSIC, LYLE K. QUERRY, RANDALL REYNOLDS, WALLY SICKLES, HENRY STANSKI, JR., NORMAN C. AULDRICH, CHRISTINA ERNST, A.W. FLIPPIN, THOMAS C. LLOYD, JR., HAROLD D. NEWELL, JR., ERNIE A. PASTOR, GRADY TURNER SMITH, TIM SOULE, and JOSEPH TUCCI, and their successors and such additional Trustees as may be appointed from time to time (hereinafter called "Trustees").

WITNESSETH

WHEREAS, the Unions and Associations heretofore established a Trust for the purpose of providing and maintaining hospital, surgical and other health and welfare benefits for certain employees of the Employers and their beneficiaries, the said Trust having been created on January 1, 1963 and amended on the 5th day of May 1971; and

WHEREAS, Collective Bargaining Agreements have heretofore been entered into which require Employers to make contributions into a Trust Fund for all hours worked by employees for the purpose of financing the creation and maintenance of a health and welfare program for the benefit of employees covered by such agreements and for employees of any other employer becoming a party hereto, and

WHEREAS, the Trustees, pursuant to the powers granted to them in the Amended Agreement and Declaration of Trust described above, have determined it to be in the best interest of said Trust, the Associations, the Employers and the Unions, and the Employee-Beneficiaries of the Trust, to restate the said Amended Agreement and Declaration of Trust;

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter contained and to effectuate the desire of the parties hereto, it is agreed as follows:

ARTICLE I  
Definitions

1.01 The term "Employer" shall mean:

(a) Any person, firm, association, partnership or corporation who, on the effective date of this Agreement, entered into a Collective Bargaining Agreement with the Union.

(b) Employers who, in the future, have Collective Bargaining Agreements with the Union or Unions which require contributions to the Fund at the same rate as from time to time other Employers are currently contributing or required to contribute to the Fund.

(c) The Trustees with respect to employees of the Fund, but the Trustees shall have no voice in the selection of an Employer Trustee or Successor Employer Trustee.

(d) Any Union.

(e) Any Joint Apprenticeship Training Committee in which a Union and Employers may participate.

(f) Any Credit Union sponsored by a Union.

(g) Any Association.

1.02 The terms "Union" or "Unions" shall mean any and all Local Unions affiliated with the International Brotherhood of Electrical Workers, A.F.L.-C.I.O., which acts as a collective bargaining agent for Electrical Construction and Maintenance Workers coming within their jurisdiction for the trade classifications of (o) Outside Construction, (cs) Cable Splicers, (c) Communications, (lctt) Line Clearance Tree Trimming, (t) Telephone, (mt) Maintenance, (catv) Cable Television and (ws) Warehouse and Supply if, and only if, such Local Union entered into a Collective Bargaining Agreement with employers of such employees which requires contributions to the Fund at the same rate as from time to time other employers are then currently contributing are required to contribute to the Fund.

1.03 The terms "Employee" and "Employees" as used herein, shall mean and include all those persons who are represented in collective bargaining by the Unions described herein and who are employed by an Employer (as the term "Employers" is defined herein) in the class or classes of work for which or in connection with which the Employer has agreed to contribute to the Fund; all those full-time employees of the Unions if such Unions

have indicated to the Trustees in writing that they desire coverage for such Employees; all persons who are employed by a Union as a member of a Negotiating Committee, or similar body, and for which employment the Union and the Trustees agree in writing that the Union shall pay contributions to the Line Construction Benefit Fund; all those employees of any Joint Apprenticeship Training Committee which executes a Participation Agreement in manner and form as required by the Trustees and in which Unions and Employers participate; all full-time employees of the Line Construction Benefit Fund; all Employees of any Credit Union which executes a Participation Agreement in manner and form as required by the Trustees; and all those full-time employees of an Association if such Association has indicated to the Trustees in writing that it desires coverage for its employees and upon acceptance by the Trustees; and all those other full-time employees of an Employer if such Employer has indicated to the Trustees in writing that it desires coverage for its Employees and upon acceptance by the Trustees. The Trustees in accepting any of such Employees shall by appropriate action determine the contribution to be paid for such Employees, except that with respect to Employees of the Fund, the cost of their coverage shall be treated as an administrative operating expense. In no event shall the Trustees of the Fund, any Union contributing for its employees, any Joint Apprenticeship Training Committee which contributes for its employees but in which Committee a Local Union shall be represented, or any Credit Union be considered to be an Employer for the purpose of having any voice in the selection of an Employer Trustee or Successor Employer Trustee.

- 1.04 (a) The term "Employer Trustees", as used herein, shall mean the Trustees appointed by the Association.
- (b) The term "Union Trustees", as used herein, shall mean the Trustees appointed by the Unions.
- (c) the term "Trustees", as used herein, shall mean the Employer Trustees and Union Trustees collectively.

Each of these terms includes successor Trustees and such additional Trustees as may be appointed from time to time as well as the original Trustees.

1.05 The terms "Trust Fund" and "Fund" and "Health and Welfare Fund", as used herein, shall mean the LINE CONSTRUCTION BENEFIT FUND, the Trust Fund created pursuant to this Restated Agreement and generally all of the monies, property and other things of value held by the Trustees under the provisions of this Restated Trust Agreement and any future amendments hereto and which comprise corpus and additions, without distinction as to principal and income.

1.06 The term "Plan", as used herein, shall mean the plan or program of benefits to be established by the Trustees pursuant to this Restated Agreement and Declaration of Trust.

1.07 The term "Contributions", as used herein, shall mean all payments made by Employers to the Fund for hours worked by their employees.

1.08 The term "Benefits", as used herein, shall mean the health and welfare benefits to be provided pursuant to the Plan.

1.09 The term "Collective Bargaining Agreements", as used herein shall mean the collective bargaining agreements in force and effect between the Unions and an Employer or Employers or an Employer's Association and which require the Employers to contribute to the Fund, together with any modifications or amendments of such collective bargaining agreements.

1.10 The Unions as defined herein, including Unions which, after the effective date of this Restated Agreement, become a party hereto, shall be included as Employers solely for the purpose of making contributions to the Fund for and on behalf of their full-time employees, if any such Unions indicate in writing to the Trustees that they desire to make such contributions.

1.11 Any Employer or Union may become a party to this Restated Agreement by agreeing to be bound by the terms and conditions hereof and accepting and approving the persons serving as Trustees, Employer or Union Trustees as the case may be. In the case of any additional Union becoming a party to this Restated Agreement, approval of a majority of the Trustees must first be given.

1.12 The term "Restated Agreement and Declaration of Trust", as used herein, shall mean this instrument, including any amendments hereto and modifications hereof.

1.13 The term "Association" shall mean a Chapter of the National Electrical Contractors Association, Incorporated, which is a party to a collective bargaining agreement requiring contributions to the Trust Fund and which is entitled to appoint Employer Trustees in the manner hereinafter provided.

ARTICLE II  
Creation of Fund  
Name and General Purpose

2.01 There is hereby created a Trust Fund to be used for the purpose set forth in this Restated Agreement and Declaration of Trust.

2.02 This Restated Agreement and the Trust established hereby and the Trust Fund to be administered hereunder shall be known as LINE CONSTRUCTION BENEFIT FUND.

2.03 The Fund shall be used solely for the purposes of:

(a) Providing health and welfare benefits, which may include but are not limited to death benefits, accidental death and dismemberment benefits, accident and health benefits, hospitalization, surgical and medical benefits, and similar benefits, for Employees (as herein defined) and/or their dependents, as determined by the Trustees, and

(b) Providing the means for financing the expenses of the Trustees and the operation and administration of the Fund in accordance with this Restated Agreement and Declaration of Trust. The Fund shall not be used for the purpose of providing pensions or annuities.

ARTICLE III  
Trustees

3.01 Administration of Fund and Appointment of Trustees.  
This Trust shall be administered and operated by a Board of Trustees consisting of an equal number of Employer Trustees and Union Trustees at all times. The Board shall consist of as many Trustees as it may from time to time determine, but it shall not be less than the following: One (1) Union Trustee from each District (as described and defined by the International Brotherhood of Electrical Workers) in which there is a Union which has a Collective Bargaining Agreement which contains a provision for contributions to this Fund with an Employer; and One (1) Employer Trustee from each participating Chapter of the Association.

3.02 Appointment of Trustees.

(a) Those Trustees who are presently Trustees shall continue to be Trustees until their removal from office; provided, however, that not later than March 1, 1971, they shall designate the District each Union Trustee represents.

(b) The Vice President of the International Brotherhood of Electrical Workers for the District in which a participating Local Union or Unions are located shall have the power to appoint Union Trustees from among the members of such Unions in his District.

(c) Each participating Chapter of the Association shall select at least one (1) Employer Trustee. If additional Employer Trustees are required in order that there shall be an equal number of Employer Trustees and Union Trustees, the method of determining how such additional Employer Trustees shall be selected is as follows: divide the required total number of Employer Trustees by the number of participating Chapters. The whole number resulting from such division shall be the number of Employer Trustees each participating Chapter shall select. If there are then any additional Employer Trustees required to be selected, they shall be selected at large by the Presidents of the participating Chapters of the Association.

(d) Trustee Credentials. Both Employer Trustees and Union Trustees shall present satisfactory evidence of their appointment to the Board of Trustees.

3.03 Resignation. Any Trustee may resign by an instrument in writing executed for that purpose and delivered to the remaining Trustees and to the party which designated or appointed such Trustee.

3.04 Removal. (a) Any original or successor Trustee may be removed at any time and at will by the party which appointed such Trustee.

(b) If an original or successor Trustee fails to attend two or more successive regular meetings of the Board of Trustees, he may be removed by resolution of the Board of Trustees. Notice of such action by the Board of Trustees shall be given in writing in person or by mail to the Trustee who has been removed and to the person or organization who appointed him.

If the Trustee who has been removed was also an officer of the Board of Trustees, that office shall be considered vacant and shall be filled by appropriate action of the Board.

The removal of a Trustee by action of the Board of Trustees shall not be considered to bar his reappointment as a successor Trustee by the person or organization which had previously appointed him.

3.05 Term of Trustees. Each original and successor Trustee shall serve as Trustee until his death, resignation, removal or inability to act.

3.06 Appointment of Successor Trustees. In case of any vacancy in the Board of Trustees, whether by death, resignation, removal or inability to act, a successor Trustee shall be appointed by the Party which had appointed or designated the original Trustee.

3.07 Vacancy or Absenteeism. No vacancy or vacancies in the Board of Trustees nor the absence of any Trustee shall impair the power of the remaining Trustees, acting in the manner herein provided and subject further to the provisions of Section 7.04 of Article VII as to equal voting strength of Employer Trustees and Union Trustees.

ARTICLE IV  
Powers, Duties and Obligations of Trustees

4.01 Management and Control. The Trustees shall have the exclusive control, management and supervision of the Trust and of all trust property and shall conduct the business and activities of the Trust pursuant and subject to the terms, powers and conditions contained in this Restated Agreement and Declaration of Trust and any amendments hereto.

4.02 Assistance and Property. The Trustees are authorized to employ and retain such accountants, actuaries, investment counsel, insurance counsel and legal counsel and such administrative, accounting, actuarial, clerical and other employees, agents and assistants as they in their discretion find necessary or appropriate in the performance of their duties. The Trustees are authorized and empowered to lease such premises and to lease or purchase such materials, supplies and equipment as the Trustees in their discretion find necessary or appropriate in the performance of their duties.

4.03 Acquisition of Other Health and Welfare Funds. The Trustees hereof may take over and absorb, merge with, consolidate or accept transfer of the assets of any local, state, area or other welfare fund upon such terms and conditions, including assumption of the obligations of such other fund, as the Trustees hereof deem advisable in the interest of extending the scope of the Line Construction Benefit Fund. The Trustees, however, may not take over, absorb, merge with, consolidate or accept transfer of assets of any pension or annuity fund or accept any obligations in connection with annuities or pensions.

4.04 General Powers. In pursuance of and to carry out the management, control and supervision placed on them by this Restated Agreement and Declaration of Trust and any amendments hereto, the Trustees are hereby empowered, in addition to such other powers as are set forth herein or conferred by law but subject to the terms and conditions of this Restated Agreement and Declaration of Trust and any amendments hereto:

(a) From the moneys and other properties in the Fund, to pay or provide for the payment of all reasonable and necessary expenses for or in connection with the preparation, execution and putting into effect of this Restated Agreement and Declaration of Trust and for securing any ruling from any Federal or State governmental agency in connection with this Restated Agreement, collecting and enforcing contributions to the Fund, protecting and investing the moneys received and the moneys, securities and other properties held in



the Fund or by the Trustees, administering the business and affairs of the Trust and Trust Fund and in securing and purchasing or otherwise procuring policies or contracts of insurance to provide the benefits for which the Trust is established, and otherwise to carry out the purposes of this Restated Agreement and Declaration of Trust as it may be amended from time to time.

(b) To enter into any and all contracts and agreements for carrying out the terms of this Restated Agreement and Declaration of Trust and for the administration of the Trust Fund and in connection therewith to do all acts as they, in their discretion, may deem necessary or advisable.

(c) To compromise, settle, arbitrate and release claims or demands in favor of or against the Trust Fund or the Trustees, on such terms and conditions as the Trustees may deem advisable.

(d) To establish and accumulate as part of the Trust Fund a reserve or reserves adequate in the opinion of the Trustees to carry out the purposes of such Trust.

(e) To receive, demand and collect contributions due the Trust or Fund and payments from any source whatsoever to the extent permitted by law and to take such steps, including institution and prosecution of or the intervention in any proceedings at law or in equity or in bankruptcy, as are deemed necessary or advisable to collect such contributions and payments that may be due the Trust Fund or the Trustees.

(f) To require that each Employer furnish the Trustees, at such periods of time as the Trustees shall determine, a statement showing the full amount due the Trust Fund from each such Employer and to require that each Employer furnish the Trustees with such other information as from time to time may be required or deemed advisable for the proper and efficient administration of the Trust.

(g) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or advisable for the protection of the property held hereunder.

(h) The Trustees may make reciprocal agreements

with other Health and Welfare Funds in the electrical industry for the purpose of providing continuity of coverage for transient members.

(i) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or advisable to accomplish the general objective of enabling the Employees to obtain health and welfare benefits in the most efficient and economical manner.

(j) To pay out of the funds of the Trust membership fees in organizations formed for the purpose of educating Trustees and Administrators to perform their duties and to fulfill their obligations to jointly administered trusts, and to pay reasonable expenses incurred in connection with the attendance by the Administrators and the Trustees at educational conferences and seminars sponsored by such organizations.

4.05 Reimbursement of Trustees. The cost and expenses, including attorney's fees, of any action, suit or proceeding brought by and authorized by the Trustees shall be paid by the Trustees from the Trust Fund. To the extent permitted by law, the cost and expenses, including attorneys' fees, of defending any action, suit or proceeding brought against the Trustees, or any of them, because of their being a Trustee hereunder or relating to or in connection with this Restated Agreement and Declaration of Trust or the Trust Fund shall be paid by the Trustees from the funds of the Trust, unless it shall be adjudged in such action, suit or proceeding that the Trustees or such Trustee or Trustees is or are liable for willful misconduct. The Trustees may reimburse any Trustee for any reasonable and necessary expense incurred by him in the performance of his duties as Trustee.

4.06 Personal Liability. (a) To the extent permitted by law, neither the Trustees nor any individual or successor Trustee shall be personally answerable or personally liable for any obligations, liabilities or debts of the Fund contracted by them as such Trustees or for the non-fulfillment of contracts, but the same shall be payable only out of the Fund. The Fund is hereby charged with the first lien in favor of the Trustees, and each of them, for his or their security and indemnification for any amounts paid out by them, or any of them, for any such liability and for his and their security and indemnification against any liability of any kind which the Trustees, or any of them, may incur hereunder; provided, however, that nothing herein shall exempt any Trustee from any liability arising out of his own willful misconduct or entitle such Trustee to indemnification for any amounts paid or incurred as a result thereof. The Trustees

shall be fully protected in relying and acting upon the opinion of legal counsel for the Trust in connection with any matter pertaining to the administration or execution of this Trust.

(b) To the extent permitted by law, neither the Trustees nor the Trust Fund shall incur any liability for failure to collect (whether from failure to make demand, to take any steps or to institute any proceeding) any sums which may be due from any Employer or from anyone else to the Trust or Trust Fund.

(c) None of the Employers nor Employer Association nor the Union shall be liable in any way or in any respect for any of the acts, omissions or obligations of the Trustees, individually or collectively, or for any of the obligations or liabilities of the Trust or Trust Fund.

4.07 Reliance on Documents. Each of the Trustees shall be protected when acting in good faith upon any paper or document believed by him to be genuine and believed by him to be made, executed and delivered by the party purporting to have executed and delivered the same. Neither the Trustees nor any of them shall be under any duty to make any investigations or inquiry as to any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

4.08 Execution of Documents. The Trustees may authorize an Employer Trustee and/or a Union Trustee or any other group equally composed of Employer and Union Trustees jointly to execute any notice or other instrument in writing and all persons, partnerships, corporations or associations may rely thereon that such notice or instrument has been duly authorized and is binding on the Fund and the Trustees.

4.09 Books of Account. The Trustees shall keep true and accurate books of account and records of all their transactions, meetings and actions taken at such meetings. They shall procure an audit of the books of the Trust by a Certified Public Accountant not less frequently than once each year, a copy of such audit to be kept available for inspection by any interested person during business hours at the office of the Fund.

4.10 Deposit and Withdrawal of Funds. The Trustees shall deposit all moneys received by them in such bank or banks as they may designate for that purpose. All withdrawals of moneys from such account or accounts shall be made only by checks signed by those Trustees authorized in writing by the Trustees to sign such checks. No check shall be valid unless signed by an equal number of one or more of the Union Trustees and the Employer Trustees.

The Trustees shall designate in writing the name or names of the particular Union Trustee or Trustees and the particular Employer Trustee or Trustees who may sign checks in the above manner.

Notwithstanding the language contained in the preceding Paragraph of this Section, the Trustees may provide for the establishment of a special account or accounts for the payment of benefits or claims, upon which account or accounts, checks may be drawn upon the signature of one or more persons, with or without countersignature. Such person or persons shall be either administrative personnel of the Trustees or of any Administrator appointed by the Trustees and shall be bonded as provided in Section 4.12 of this Article.

4.11 Reserves. The Trustees shall accumulate the contributions to the Fund until, in their opinion, there are sufficient moneys and/or securities in the Fund with which to provide the benefits for which this Trust is established and to provide such reserves as the Trustees deem necessary to maintain such benefits and to meet the operating and other expenses of the Fund. Thereafter, the Trustees shall maintain or increase such reserve of moneys and securities, as they deem necessary to provide benefits and to pay all operating, administrative and other expenses of the Fund. The Trustees may invest and reinvest such funds, as in their judgment are not required for current expenses or for providing benefits, in such securities as are legal for investment of trust funds in the State of Illinois. The Trustees are authorized to delegate their investment discretion over all or a portion of the Trust Fund to a bank or other investment agent subject to investment policy guidelines to be established by the Trustees from time to time.

4.12 Surety Bonds. The Trustees, by resolution, shall provide for fidelity bonds, in such form and amounts as may be required by statute, for their employees and for the Trustees who shall be authorized to withdraw moneys from the Trust Fund. If no such statutory requirement shall exist, such bonds shall be in such form and amounts as the Trustees may determine. In addition, the Trust may, by resolution, purchase insurance for its fiduciaries and for itself to cover liabilities or losses occurring by reason of the act or omission of a fiduciary; provided, however, that such insurance policy shall be in the form and manner permitted by law.

4.13 Rules. The Trustees shall have the power to make, adopt, amend and repeal rules and regulations for the administration of the Trust hereby created and of the Trust Fund, not inconsistent with the terms hereof, as they may deem necessary or proper to carry out the provisions of this Restated Agreement. Such rules and regulations shall be binding upon all persons

dealing with the Trust, those making contributions and all persons claiming any benefits hereunder.

4.14 Notwithstanding anything herein contained, the Trustees shall have the power:

(a) To designate other persons to carry out their fiduciary responsibilities, or any part thereof, to the full extent permitted by the Employee Retirement Income Security Act of 1974, as may be amended from time to time.

(b) To allocate all or any part of their fiduciary responsibilities for the operation and administration of the Trust and the Health and Welfare Plan among any of the named fiduciaries as that term is defined in the Employee Retirement Income Security Act of 1974, as may be amended from time to time.

(c) To employ on their own behalf or to authorize any other fiduciary to employ one or more persons to render advice with regard to any responsibility assumed by or imposed by law upon such fiduciary.

(d) To appoint an investment manager or managers, as that term is defined in the Employee Retirement Income Security Act of 1974, together with any future amendments thereto, to manage (which shall include the power to acquire and dispose of Trust assets) any assets of the Trust and to delegate to such investment manager or managers all or any part of the investment powers vested in the Trustees by this Trust Agreement. If an investment manager or managers have been appointed in accordance herewith, then no Trustee shall be liable for the acts or omissions of such investment manager or managers, or be under an obligation to invest or otherwise manage any assets of the Plan which is subject to the management of such investment manager.

(e) To allocate specific responsibilities, obligations or duties to some, any or all of the Trustees.

4.15 The Trustees shall have the power, in their sole discretion, to invest and reinvest the principal and income of the Trust Fund which they, in their sole discretion, consider unnecessary for current expenditures in:

(a) bonds or other obligations of the United States of America or any agency thereof;

(b) savings accounts or certificates of deposit in national or state banking institutions and savings and loan associations whose accounts are insured under the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation; provided, however, that the amounts so deposited may exceed the amount of insurance thereby provided; and

(c) demand notes, commercial paper and other corporate obligations.

(d) liquid guaranteed investment contracts.

The Trustees shall sell or otherwise dispose of such securities or property at any time, and from time to time as they so see fit and shall have (in addition to and not in limitation of common law and statutory authority) to exercise with respect to any such property held by them as Trustees, all such rights, powers and privileges as might be lawfully exercised by any person owning similar property in his own right.

ARTICLE V  
Contributions to Fund

5.01 Rate of Contributions. In order to effectuate the purposes hereof, each Employer shall promptly contribute to the Fund the amount required by the Collective Bargaining Agreement and/or Agreements with the Union to which he is subject. The rate of contributions shall be governed at all times by the aforesaid Collective Bargaining Agreements then in force and effect, together with any amendments, supplements or modifications thereto.

An employee may contribute on his own behalf at a rate determined by the Trustees from time to time.

5.02 Effective Date of Contributions. Each Employer's contribution to the Fund shall be computed from and start accruing with the date specified in the Collective Bargaining Agreement and/or Agreements between the Employer and the Union; provided, however, that for administrative purposes the Trustees may postpone the date from which contributions shall be computed and accrued. Each Employer shall continue to pay his contributions to the Fund so long as he is so obligated pursuant to a Collective Bargaining Agreement or until he otherwise ceases to be an Employer within the meaning of this Restated Agreement and Declaration of Trust.

5.03 Mode and Time of Payment. All contributions shall be payable to the Trustees of the Line Construction Benefit Fund and shall be paid at such regular periods of time and in the manner and form as shall be determined by the Trustees from time to time.

5.04 Default in Payment. Non-payment by an Employer of any contributions when due shall not relieve any other Employer of his obligation to make payments. In addition to any other remedies to which the Trustees may be entitled, an Employer in default for 15 working days may be required at the discretion of the Trustees to pay such reasonable rate of interest and/or liquidated damages as the Trustees may fix on the moneys due to the said Trustees from the date when the payment was due to the date when payment is made, together with all expenses, including attorney's fees and court costs, of collection incurred by the Trustees.

An employer delinquent in making Employer Contributions shall, in any legal proceeding, be obligated to pay in addition to all of the sums due the following:

- (a) Interest on the unpaid contributions,

- (b) An amount equal to the greater of--
  - (i) interest on the unpaid contributions, or
  - (ii) liquidated damages in an amount not in excess of 20 percent or such higher percentage as may be permitted under Federal or State law,
- (c) Reasonable attorneys' fees and costs of any litigation.

5.05 Report on Contributions. The Employer shall furnish such information and make all reports on or bearing on contributions as required of them by the Trustees. Any Trustee, agent or representative of the Trustees, when authorized by the Trustees, shall have the right, at reasonable times during regular business hours, to call at the office of any Employer obligated to contribute to the Trust Fund and to examine and to copy such of the books and records of said Employer as may be necessary to determine the hours of work of employees in order that the Trustees may determine whether the Employer is making full payment to the Fund of the amount required by the Collective Bargaining Agreement with the Employer.

5.06 Non-Responsibility for Contributions by Others. No Employer shall be responsible in any way for contributions from or obligations of other Employers to the Fund or the Trustees hereunder. No Employer Committee or Employer Association shall be responsible in any way for contributions due from or obligations of Employers to the Fund or the Trustees hereunder.



ARTICLE VI  
Plan of Benefits

6.01 Benefits. The Trustees shall have full authority to determine all questions of nature, amount and duration of benefits to be provided based on what it is estimated the Fund can provide without undue depletion or excessive accumulation; provided, however, that no pension or annuity benefits may be provided for or paid under this Restated Agreement and Declaration of Trust.

6.02 Recipients of Benefits. Benefits may be provided in accordance with Section 6.01 of this Article for Eligible Employees. In addition, such benefits may be provided, at the discretion of the Trustees, for eligible dependents of such Employees.

6.03 Eligibility Requirements for Benefits. The Trustees shall have full authority to determine and to adopt rules and regulations setting forth eligibility requirements for Benefits.

6.04 Method of Providing Benefits. All benefits for Eligible Employees and/or their dependents shall be paid under the terms, provisions and conditions of the benefit plan as determined by the Trustees. The plan of benefits shall contain such provisions concerning eligibility of Employees and/or their dependents and shall be subject to such terms, limitations and conditions as the Trustees in their discretion shall determine from time to time.

6.05 Written Plan of Benefits. The detailed basis on which payment of benefits is to be provided and made pursuant to this Restated Agreement shall be specified in writing by appropriate resolutions of the Trustees, subject, however, to such change or modification by the Trustees from time to time as they in their discretion may determine. All such changes or modifications shall similarly be specified in writing by appropriate resolution of the Trustees.

ARTICLE VII  
Meetings and Decisions of Trustees

7.01 Officers of Trustees. The Trustees shall elect a Chairman and Vice-Chairman and a Secretary-Treasurer and Vice-Secretary-Treasurer from among the Trustees. The terms of such officers shall be for a period of two years commencing on January 1st and continue until their respective successors are elected and qualified; provided, however, that the officers elected for terms beginning in 1991 shall serve until December 31, 1993. The Chairman and Vice-Chairman shall both be Employer Trustees or Union Trustees and the Secretary-Treasurer and Vice-Secretary-Treasurer shall both be Employer Trustees or Union Trustees. The offices of Chairman and Secretary-Treasurer shall be rotated bi-annually between Employer Trustees and Union Trustees. The offices of the Chairman and Secretary-Treasurer shall be filled by the Vice-Chairman and Vice-Secretary-Treasurer respectively whenever the Chairman or Secretary-Treasurer or either of them is or has become absent, unavailable, incompetent or has died. The Vice-Chairman and Vice-Secretary-Treasurer shall exercise the offices of the Chairman and Secretary-Treasurer respectively until the return of such officers, provided, however, that if either the Chairman or Secretary-Treasurer is adjudicated incompetent or has died, the Vice-Chairman or the Vice-Secretary-Treasurer shall hold office until the next regularly scheduled election.

7.02 Meetings of Trustees. Meetings of the Board of Trustees shall be held from time to time as they deem necessary on such dates and at such time and places as they may agree, provided, however, that they shall meet at least once in each calendar year. If the Trustees have not met previously during a calendar year, the annual meeting for that year shall be held on the first Monday of December at the office of the Fund at the hour of 10:00 A.M. unless a different date, time and place shall be set by action of the Trustees. Other meetings of the Trustees may be called by either the Chairman or by any five (5) Trustees upon ten (10) days' written notice given to each of the other Trustees, setting forth the date, time and place of the meeting. Such written notice shall be deemed to have been given on the earlier of the date such written notice is actually received by the Trustees or, if given by Certified or Registered Mail, on the date such notice is deposited in the U.S. Mail. Meetings of the Trustees may be held at any time without such notice if all of the Trustees consent in writing. Meetings of the Trustees shall be held at either the office of the Fund or the office of its Administrator unless otherwise agreed to by a majority of the Trustees.

7.03 Action by Trustees Without Meeting. Action by the Trustees may also be taken by them in writing without a meet-

ing, provided, however, that in such cases there shall be unanimous written concurrence by all of the Trustees.

7.04 Quorum. At all meetings of the Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, provided there are at least two (2) Employer Trustees and two (2) Union Trustees present in person at the meeting. At all meetings, the Employer Trustees and the Union Trustees shall have equal voting strength. If at any meeting there be present an unequal number of Employer Trustees and Union Trustees, then the group (Employer or Union) having the lesser number of Trustees present shall have the same total number of votes as there are present Trustees of the other group, thereby increasing proportionately the vote of each Trustee of the group which has the lesser number of Trustees present. The Trustees may vote only in person.

7.05 Necessary Vote of Trustees. All actions by and decisions of the Trustees shall require the concurring vote of a majority of the total votes that can be cast by all of the Employer and Union Trustees present at the meeting. Such requisite vote shall govern not only this Article but all portions of this Restated Agreement and Declaration of Trust which refer to action or decision by the Trustees.

7.06 By-Laws. In addition to the rules and regulations heretofore provided for, the Trustees may adopt rules or by-laws to govern themselves and their meetings which are not inconsistent with any of the provisions of this Restated Agreement and Declaration of Trust as amended from time to time.

ARTICLE VIII  
Arbitration

8.01 Deadlock. In the event the Trustees cannot decide any matter or resolve any dispute because of the lack of the necessary majority vote or because of a tie vote or in the event decisions cannot be made because of the lack of a quorum at two (2) successive meetings of the Trustees, then, in of such events, a deadlock shall be deemed to exist when any two (2) Trustees of either the Employer group or Union group shall notify the other Trustees in writing that they deem a deadlock to exist.

8.02 Arbitrator. In the event of a deadlock, the Trustees shall select an impartial umpire or arbitrator to decide the dispute. In the event of the failure of the Trustees to agree on and to appoint such umpire or arbitrator within a period of ten (10) days of receipt of the notice that a deadlock is deemed to exist, as provided for in Section 8.01 of this Article, then either group of Trustees, or a majority thereof, may petition the United States District Court for the Northern District of Illinois, Eastern Division, to appoint such an impartial umpire or arbitrator to hear and determine the matter.

8.03 Decision. The decision or award of the impartial umpire or arbitrator so selected or appointed shall be in writing and shall be final and binding on the Trustees, all parties hereto and all persons interested or concerned with the matter or with the Trust Fund. The decision or award shall be made by the umpire or arbitrator as soon as reasonably possible after the impartial umpire or arbitrator has received all evidence and the briefs of any of the Trustees desiring to file briefs within the time specified by the impartial umpire or arbitrator. The umpire or arbitrator shall not have the power or authority to change or modify the provisions or purposes of this Restated Agreement or the purposes for which the Trust Fund is to be used as set forth in the Restated Agreement and any amendments thereto.

8.04 Expenses of Arbitration. The compensation and expenses of the impartial umpire or arbitrator so selected or appointed and all expenses in connection with or incidental to the arbitration and which are incurred by the Trustees on each side of the matter or dispute shall be a proper charge against the Trust Fund and shall be paid by the Trustees out of the Trust Fund.

ARTICLE IX  
Amendments

9.01 This Restated Agreement may be amended at any time and from time to time by a majority of the Trustees except that (1) no amendment shall divert the Fund or any part thereof to a purpose other than that set forth herein; (2) no amendment shall provide for an unequal number of Employer and Union Trustees; (3) no amendment shall change the method of voting as set forth herein; and (4) no amendment shall be passed which would adversely affect the right of Employer to deduct contributions to the Trust Fund as a business expense under the Internal Revenue Code.

ARTICLE X  
Termination of Trust

10.01 This Restated Agreement and Declaration of Trust, as then amended, may be terminated, except for the time required to bring the affairs of this Trust to a close and for the liquidation of the Fund, by an instrument in writing executed by all of the Trustees when there is no longer in force and effect any Collective Bargaining Agreement requiring contributions to the Fund. This Restated Agreement and Declaration of Trust, as then amended, shall continue in full force and effect during the period of the termination of the affairs of this Trust and the liquidation of the Fund.

10.02 Liquidation on Termination. In the event of the termination of this Restated Agreement and Declaration of Trust except for the purpose of terminating the affairs of this Trust and the liquidation of the Fund as provided in Section 10.01 of this Article, the Trustees shall proceed to terminate the affairs of this Trust and to liquidate the Fund and, in so doing, shall apply the Fund to pay or provide for payment of any and all obligations of the Fund and of the Trustees and as, in their sole judgment, they deem advisable in the interests of the Employees, their dependents or beneficiaries, the Trustees (1) may continue to apply the Trust Fund for the purposes specified in this Restated Agreement insofar as the funds in the Trust Fund permit, and/or (2) may transfer or apply any remaining property and funds of the Fund in such manner as in their opinion will best effectuate the purposes of the Fund; provided, however, that no part of the corpus or income of the Fund shall be used or diverted to purposes other than for the exclusive benefit of the Employees, their families, beneficiaries or dependents through health and welfare benefits and for the administration and liquidation expenses of the Fund and for other payments in accordance with the provisions of this Restated Agreement or for any of such purposes. Under no circumstances shall any portion of the corpus or income of the Fund, directly or indirectly, revert, accrue or inure to the benefit of any contributing Employer.

The Trustees shall continue as Trustees for the purpose of terminating the Trust and liquidating the Fund and consistent with the foregoing provisions of this Section, may take any action with regard to any policy contract, obligation or claim by or against the Trust or the Fund and in regard to any and all property and assets of the Trust which may be required or which they deem necessary or advisable to effectuate and complete the termination of the affairs of the Trust and the liquidation of the Fund.

10.03 Notification of Termination. When this Restated Agreement and Declaration of Trust is terminated, except for the

time required to bring the affairs of the Trust to a close and liquidating the Fund in accordance with this Article, the Trustees shall forthwith give notice thereof, as soon as feasible, of the Trustees' plan for terminating the affairs of the Trust and liquidation of the Fund. Such notices and copy of the plan shall be given to the Union, to each Employer and Employer Association which has executed a Collective Bargaining Agreement then in effect, and to all other necessary parties, if any. When closing of the affairs of this Trust and the liquidation of the Fund have been completed by the Trustees, they shall similarly notify the same parties of the completion thereof and shall render such parties a complete accounting of all receipts and disbursements during the period of such termination and liquidation.

ARTICLE XI  
Miscellaneous Provisions

11.01 Termination of Individual Employers. An Employer shall cease to be an Employer within the meaning of this Restated Agreement and Declaration of Trust when he is no longer obligated to make contributions to the Fund pursuant to a Collective Bargaining Agreement with the Union or otherwise ceases to be an Employer as defined herein.

11.02 Rights of Employees. No Employee or any person claiming by or through such Employee, including his family, dependents, beneficiaries, legal representatives and estate, shall have any claim against any Employer or any claim, right, title or interest in or to the Fund or any property of the Fund or any part thereof. The only interest of any Employee or any person claiming by or through such Employee, including his family, dependents, beneficiaries, legal representatives and estate, shall be such as may accrue when they or any of them become entitled to the benefits pursuant to and in accord with the terms, conditions and provisions of the written Plan of Benefits. An Employee, however, shall have the exclusive right to designate the beneficiary or beneficiaries of any death benefits on his life provided under the Plan. No Employee shall have the right to assign his benefits except to hospital and/or attending physicians or receive a cash consideration in lieu of such benefits nor shall any Employee have any right, title or interest in any part of any Employer's contribution nor shall any Employee have the right to receive any part of any Employer's contribution in cash instead of benefits under the Plan.

11.03 In no event shall the Union or an Employer, directly or indirectly, receive any benefits from the Trust Fund, nor directly or indirectly participate in the disposition of the Trust.

11.04 Situs and Construction. All questions pertaining to the validity, construction and administration of this Restated Agreement and of the Trust Fund created hereby and all questions pertaining to the acts and transactions of the Trustees and of the other parties hereto shall be determined in accordance with the laws of the State of Illinois.

11.05 All questions or controversies of whatsoever character arising in any manner or between any parties or persons in connection with the Restated Agreement and Declaration of Trust or the operation thereof, whether as to any claim for benefits, or whether as to the construction of the language of this instrument, the Plan of Benefits, or the rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or accounts in connection with the operation of the Trust or other-



wise, shall be submitted to the Board of Trustees for decision, and a decision of a majority of the Board in accordance with this instrument shall be binding upon all persons dealing with the trust or claiming benefit thereunder, including, but not limited to, the Union, each Employer, the Employees and their Beneficiaries, except to the extent that the Trustees may subsequently determine, in their sole discretion, that their original decision was in error or to the extent such decision may be determined to be arbitrary or capricious by a court or arbitrator having jurisdiction over such matters.

11.06 Execution on Behalf of Trustees. When so authorized by the Trustees, the Chairman and/or Secretary-Treasurer of the Trustees may jointly execute any certificate or document on behalf of the Trustees and such execution shall be deemed execution by all of the Trustees.

11.07 Dealings with Trustees. No party dealing with the Trustees in relation to this Trust shall be obliged to see to the application of any money or property of the Trust or to see that the terms of the Trust have been complied with or to be obliged to inquire into the necessity or expediency of any act of the Trustees, and every instrument executed by the Trustees, or on behalf of the Trustees or the Trust or Fund, by the Chairman and Secretary-Treasurer of the Trustees shall be conclusive in favor of every person relying thereon (1) that at the time of the delivery of said instrument the Trust hereby created was in full force and effect, (2) that said instrument was executed in accordance with terms and conditions contained in this Restated Agreement, and (3) that the Trustees were duly authorized and empowered to execute such Restated Agreement and, if the instrument is executed by the Chairman and Secretary-Treasurer of the Trustees, that its execution was authorized by the Trustees.

11.08 Severability. Should any provision in this Restated Agreement and Declaration of Trust or in the Plan or rules and regulations adopted hereunder be deemed or held to be unlawful or invalid for any reason, such fact shall not adversely affect the other provisions herein and therein contained unless such illegality shall make impossible or impractical the functioning of the Trust and the Plan, and in any such case, the appropriate parties shall immediately adopt a new provision to take the place of the illegal or invalid provision.

11.09 In case any benefit payments hereunder become payable to a person under legal disability, or to a person not adjudicated incompetent but, by reason of mental or physical disability, in the opinion of the Trustees is unable to administer properly such payments, then such payments may be paid out by the Trustees for the benefit of such person in such of the following ways as they think best, and the Trustees shall have no duty or obligation

to see that the Funds are used or applied for the purpose or purposes for which paid:

- (a) Directly to any such person;
- (b) To the legally appointed guardian or conservator of such person;
- (c) To any spouse, child, parent, brother or sister of such person for his welfare, support and maintenance;
- (d) By the Trustees using such payments directly for the support, maintenance and welfare of any such person.

IN WITNESS WHEREOF, the Trustees have executed this instrument to evidence their acceptance of the Trust hereby created and their agreement to be bound thereby, and all other parties have executed this Restated Agreement as of the day and year first above written, except where a different date is indicated.

<u>James M. Bell</u> 3/14/95 James M. Bell Date	<u>Norman C. Auldreich</u> _____ Norman C. Auldreich Date
<u>Tom A. Malone</u> 3/14/95 Tom A. Malone Date	<u>Christina Ernst</u> 3/14/95 Christina Ernst Date
<u>Robert H. Mason</u> 3/14/95 Robert H. Mason Date	<u>A.W. Flippin</u> _____ A.W. Flippin Date
<u>David J. McLean</u> 3/14/95 David J. McLean Date	<u>Thomas C. Lloyd, Jr.</u> 3/14/95 Thomas C. Lloyd, Jr. Date
<u>Edward Nicksic</u> 3/14/95 Edward Nicksic Date	<u>Harold D. Newell, Jr.</u> 3/14/95 Harold D. Newell, Jr. Date
<u>Lyle K. Querry</u> _____ Lyle K. Querry Date	<u>Ernie A. Pastor</u> 3/14/95 Ernie A. Pastor Date
<u>Randall Reynolds</u> 3/14/95 Randall Reynolds Date	<u>Grady Turner Smith</u> 3/14/95 Grady Turner Smith Date
<u>Wally Sickles</u> _____ Wally Sickles Date	<u>Tim Soule</u> 3/14/95 Tim Soule Date
<u>Henry Stanski, Jr.</u> 3/14/95 Henry Stanski, Jr. Date	<u>Joseph Tucci</u> 3/14/95 Joseph Tucci Date