

AGREEMENT AND DECLARATION OF TRUST

FOR



Michigan Conference of Teamsters Welfare Fund

Amended and Restated June 4, 2010

Michigan Conference of Teamsters Welfare Fund

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INDEX

Recitals	1
Article I Definitions	2
Article II Creation and Purposes of the Fund	4
Article III Establishment and Organization of the Board of Trustees	5
Article IV Contributions and Collections	7
Article V Powers and Duties of Trustees and Application of Trust Fund	9
Article VI Termination of Trust	16
Article VII Amendment of Agreement	17
Article VIII Construction	17

**AMENDED AGREEMENT AND DECLARATION OF TRUST
FOR THE MICHIGAN CONFERENCE OF TEAMSTERS
WELFARE FUND**

THIS AGREEMENT WAS made and entered into by the Trustees of the Michigan Conference of Teamsters Welfare Fund effective June 4, 2010 and amends and restates the Agreement and Declaration of Trust revised April 2008.

WITNESSETH:

WHEREAS, on the 11th day of March 1949, the Union and the Employer Associations executed an Agreement and Declaration of Trust establishing a Trust Fund for the sole and exclusive benefit of the Employees of Employers and providing for the selection of the Trustees to hold and administer the Fund and to be known as the Michigan Conference of Teamsters Welfare Fund, hereinafter referred to as the "Trust Fund" or "Fund"; and

WHEREAS, the Agreement and Declaration of Trust revised April 2008 authorized the Trustees to amend its terms; and

WHEREAS, this amendment and restatement is intended to maintain the Trust Fund's conformity with the applicable requirements of the Labor Management Relations Act, 1947, as amended, and the rules and regulations issued thereunder; to qualify as an exempt trust pursuant to the Internal Revenue Code and the regulations issued thereunder; and to conform to the requirements of the Employee Retirement Income Security Act of 1974, as amended, and the regulations issued thereunder.

NOW THEREFORE, for and in consideration of the premises and in order to amend and restate the Agreement and Declaration of Trust for the Trust Fund, with the following duties and powers and for the following uses, purposes and trusts, it is mutually understood and agreed as follows.

ARTICLE I

DEFINITIONS

Section 1. Beneficiary means a person designated by an Employee or by the terms of a Benefit Plan who is or may become entitled to receive a benefit under the Benefit Plan.

Section 2. Benefit Plan or Benefit Plans means one or more group health, accident or death benefit or other welfare benefit plans established by the Trustees for the benefit of Employees and Beneficiaries and funded by the Trust Fund.

Section 3. Code means the Internal Revenue Code of 1986, as amended from time to time.

Section 4. Collective Bargaining Agreement means any collective bargaining agreement between an Employer and the Union or Local Union that provides for contributions to the Trust Fund, including any extensions or renewals of such collective bargaining agreement.

Section 5. Corporate Trustee means a bank, trust company or other financial institution designated by the Trustees to hold in trust the property of the Trust.

Section 6. Employee means a person who is eligible to participate in and receive benefits under the Fund in accordance with this Agreement and rules and regulations adopted by the Trustees and who is:

- (a) employed by an Employer and represented by the Union or Local Union;
- (b) employed by an Employer that contributes on behalf of a bargaining unit represented by the Union or Local Union;
- (c) employed by the Union, Local Union, or the Fund;
- (d) a Trustee who is not receiving full time pay from an Employer, a Union or Local Union and who elects to receive coverage from the Fund;
- (e) eligible to make self-contributions to the Fund in accordance with rules and regulations adopted by the Trustees; or
- (f) retired from employment with an Employer.

Section 7. Employer means:

(a) Any individual, firm, association, partnership or corporation (i) whose employees are employed under the terms of and who has entered into a Collective Bargaining Agreement and Participation Agreement and in accordance therewith agrees to participate in and contribute to the Trust Fund, (ii) is represented in collective bargaining by an employer association and is bound by a Collective Bargaining Agreement and Participation Agreement and in accordance therewith agrees to participate in and contribute to the Trust Fund, or (iii) is not a member of nor represented in collective bargaining by an employer association, but has duly executed and/or is bound by a Collective Bargaining Agreement and a Participation Agreement and in accordance therewith agrees to participate in and contribute to the Trust Fund.

(b) The Union or Local Union, solely to the extent that it acts in the capacity of an Employer of its Employees on whose behalf it makes contributions to the Trust Fund in accordance with a Participation Agreement.

(c) An employer association, solely to the extent that it acts in the capacity of an Employer of its Employees who receive coverage from the Fund.

(d) The Fund, solely to the extent that it acts in the capacity of an Employer of its Employees.

Any Employer who contributes to the Trust Fund shall, by the act of contributing, become a party to this Agreement and conclusively be deemed to have accepted and be bound by this Agreement and Declaration of Trust.

Section 8. Employer Association and Employer Associations means the Motor Carriers Employers Association of Michigan or its successors and Michigan Cartagemen's Association or its successors, individually and collectively.

Section 9. ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time.

Section 10. Executive Director means the Executive Director of the Fund appointed by the Trustees and serving as such.

Section 11. Fiduciary has the meaning set forth in sections 3(21)(A) and 402(a)(2) of ERISA.

Section 12. Fund means the Michigan Conference of Teamsters Welfare Fund.

Section 13. Insurance Company means an insurance company qualified and authorized to do business by an insurance commission or similar authority of any state of the United States or the District of Columbia.

Section 14. Investment Manager has the meaning set forth in section 3(38) of ERISA.

Section 15. Local Union means affiliated local unions of the Union, as well as Union affiliates the Detroit Teamsters Temple Association and the Teamsters Credit Union.

Section 16. Named Fiduciary has the meaning set forth in section 402(a)(2) of ERISA.

Section 17. Participation Agreement means the agreement requiring contributions to the Trust Fund.

Section 18. Trust Agreement means the Amended Agreement and Declaration of Trust for Michigan Conference of Teamsters Welfare Fund, as amended from time to time.

Section 19. Trust or Trust Fund means the Michigan Conference of Teamsters Welfare Fund and all of the assets thereof.

Section 20. Trustees, Board, or Board of Trustees means the persons designated and appointed as Trustees in accordance with the terms of this Trust Agreement. The Trustees, collectively, shall be the Administrator as defined in ERISA.

Section 21. Union means the Michigan Teamsters Joint Council No. 43

ARTICLE II

CREATION AND PURPOSES OF THE FUND

Section 1. Creation of Trust -- The Trust and Fund are created, established and maintained and the Trustees agree to receive, hold and administer the Trust and Fund for the purpose of providing health and welfare benefits to Employees and Beneficiaries who are eligible to receive such benefits in accordance with the terms of the Benefit Plans. The Fund shall not be used for any pension or retirement benefits. It is intended that the Fund be a multiemployer plan as that term is defined in section (3)37 of ERISA.

The Trust and Fund are hereby created for the purpose of providing health and welfare benefits to eligible Employees and Beneficiaries through policies or certificates of insurance issued by an Insurance Company or Companies or by self-funding or a combination thereof. The health and welfare benefits shall be in such amounts and types and with such coverages as the Trustees shall determine in their discretion, subject to the provisions of applicable law.

Section 2. Purposes of the Trust -- The Trust is and shall constitute an irrevocable trust created pursuant to the provisions of section 302(c) of the Labor Management Relations Act, 1947, as amended, for the benefit of Employees and Beneficiaries to provide death benefits, accidental death and dismemberment benefits, accident and health insurance, hospital benefits and such other benefits as the Trustees shall determine in their discretion, subject to the provisions of applicable law, to Employees and Beneficiaries who meet the requirements to receive such benefits as established by the Trustees.

The Trustees, within their discretion, shall provide the maximum amount of benefits that can be provided by the Fund, taking into consideration reasonable reserves and actuarial methods and assumptions that, in the aggregate are reasonable, and taking into account the experience of the Fund and reasonable expected experience. The Trustees have the authority to increase or decrease benefits that in their judgment can best be procured and purchased with the moneys in the Trust and to amend the Benefit Plans accordingly.

The parties intend that benefits provided under the Fund are limited to those that can be financed from the proceeds of the Trust. It is expressly understood and agreed that the Union, Local Union, Employers and Trustees have no liability for the furnishing of any specific type or amount of benefit, except as otherwise expressly provided in any Collective Bargaining Agreement.

Section 3. Insurance Policies -- The Trustees may apply for and accept as a part of the Trust Fund the policies issued to them in their names as Trustees or to the Fund and may also accept as part of the Trust Fund any other policy of insurance issued for the purposes of providing health and welfare benefits under the Fund.

ARTICLE III
ESTABLISHMENT AND ORGANIZATION OF
THE BOARD OF TRUSTEES

Section 1. Board of Trustees – The Trust and the Fund shall be administered by a Board of eight Trustees, four of whom are Union Trustees and four of whom are Employer Trustees.

Section 2. Terms of Trustees – The term of office of each Trustee is a six-year period, ending on March 31st of the last term year, except that (a) the term of each Trustee who was appointed before April 1, 2008 and is a Trustee on March 31, 2008 is extended by six years from its original expiration date, (b) the first term of the two Trustees appointed effective April 1, 2008 is a five year period, and (c) the term of any Trustee appointed to replace a Trustee whose term has not expired will be for the remainder of the term of the Trustee being replaced. Each Trustee shall serve as Trustee until he or she shall die, become incapable of acting hereunder, resign, become disqualified for the position under applicable law, be removed for cause by the Union (if a Union Trustee), be removed for cause by majority vote of the other Employer Trustees (if an Employer Trustee), or be replaced as herein provided at the expiration of his or her term, whichever occurs first. There is no limit to the number of terms to which a person may be re-appointed.

Section 3. Written Authority -- Each Trustee serving as such shall execute a written Acceptance of Trust in a form satisfactory to the Trustees and in conformity with ERISA and thereby shall be deemed to have accepted the Trust created, established and maintained by this Trust Agreement, to have consented to act as a Trustee and to have agreed to administer the Trust and the Fund as provided in this Trust Agreement.

No individual or person may act as agent for the Trust or the Fund unless specifically authorized in writing by the Trustees. No Employer, Union, or Local Union, nor any representative of any Employer, Union, or Local Union, in such capacity, is authorized to interpret any Benefit Plan, the Trust Agreement or any document or instrument governing the Fund, nor can any such person act as agent of the Trustees. Only the Trustees, within the scope of their discretionary authority, are authorized to interpret a Benefit Plan, the Trust Agreement, and the documents and instruments governing the Fund.

Section 4. Resignation and Successor Trustees

(a) Any Trustee may resign by providing written notice to the other Trustees and Union ten (10) days in advance of the effective date of the resignation.

(b) In cases of vacancies in the Board of Trustees, the Union shall appoint successor Trustees to fill any Union Trustee vacancy. Remaining Employer Trustee(s), by majority vote, shall appoint successor Trustees to fill any Employer Trustee vacancy. An individual is eligible to serve as an Employer Trustee if he (i) is an officer or employee of an Employer, other than the Union, Local Union, or the Fund, or (ii) as of June 4, 2010, has served as an Employer Trustee of the Fund for at least two years. A Trustee appointed to fill a vacancy who has signed an Acceptance of Trust in a form satisfactory to the other Trustees shall, without further act, become vested with all of the estate, rights, powers, discretion and duties of the predecessor Trustee as if originally designated a Trustee, and the Trust Fund shall vest in the successor Trustee, together with the continuing Trustees, without any further act or conveyance.

(c) In the event of the removal of a Trustee for cause, the removing party shall notify the Trustees of the removal within five (5) business days after the removal. "Cause" means malfeasance with respect to an individual's duties as a Trustee, including, but not limited to, a pattern of failure to attend scheduled Board of Trustees meetings without good reason.

(d) An individual who ceases to be a Trustee shall forthwith turn over to the remaining Trustees at the office of the Board of Trustees all records, books, documents, moneys and other property in his or her possession owned by the Trust or incident to the fulfillment of the Trust Agreement and administration of the Trust.

Section 5. Officers -- The Trustees shall select one Employer Trustee and one Union Trustee to serve as Co-Chairmen. The term of office of the Co-Chairmen shall be for one year, although the incumbents may be reelected. One Co-Chairman shall preside at each meeting of the Trustees, alternating with the other Co-Chairman.

Section 6. Meetings – Regular meetings of the Board of Trustees shall be held at approximately monthly intervals, and on such other days as the Trustees determine, except that such regular meetings may be waived, changed or postponed either by the Trustees in regular meeting assembled or otherwise by written decision signed by a majority of the Trustees.

Any two Trustees may call a meeting of the Trustees at any time by advising the Executive Director, who shall give at least ten (10) days written notice of the time and place of the meeting to each Trustee. With the consent of all of the Trustees, meetings of the Trustees also may be held at any time without notice. The Board of Trustees may take action on any proposition without a meeting upon agreement in writing upon such proposition by a majority of the Trustees. The Trustees may cast votes in person or telephonically at a meeting or by written instruments signed by them.

Section 7. Voting – A quorum of the Trustees for the transaction of business, except as otherwise specifically provided herein, shall consist of at least four Trustees, one of whom shall be representative of the Employers and one of whom shall be representative of the Union. In any decision, the Board shall act only on a vote of a majority of the Trustees voting. All business shall be transacted by a vote on a motion duly made, seconded, and opened to discussion. At any time any vote is taken by the Trustees, the number of Union Trustees and Employer Trustees qualified to vote shall always be equal. If, at any time a vote is taken, the number of Union Trustees and Employer Trustees qualified to vote is not equal, voting will be conducted on a unit basis so that the Union Trustees present will be deemed to have one vote and the Employer Trustees present will be deemed to have one vote. If the group of Union Trustees or the group of Employer Trustees is not able to reach agreement on how to cast its unit vote, the vote will automatically be postponed until the next regular meeting of the Board. If a unit vote is necessary at such next meeting and the group of Union Trustees or the group of Employer Trustees is not able to reach agreement on how to cast its unit vote, the group that does not reach agreement will be deemed to have declined to vote and the unit vote of the other group will decide the motion.

Section 8. Power to Act in Case of Vacancy -- So long as the requirements for a quorum are met, no vacancy or vacancies in the Board of Trustees shall impair the power of the remaining Trustees, acting in the manner provided by this Trust Agreement, to administer the affairs of the Trust notwithstanding the existence of a vacancy or vacancies.

Section 9. Equal Representation on Board – Deadlock – In the event of a deadlock, a neutral party agreed to by a majority of the Trustees shall be appointed to consider the matter and vote to break the deadlock. A neutral party may be appointed in advance of any deadlock.

If the Trustees fail at two consecutive meetings to agree on a neutral party to break the deadlock, the Trustees shall petition the United States District Court for the Eastern District of Michigan, sitting in Detroit, to appoint a neutral party.

The fees and expenses of the neutral party and all expenses of any hearing or investigation the neutral party may deem necessary, including fees for any general or special legal counsel retained by the Board of Trustees, shall be paid by the Trust Fund. If the Union Trustees or Employer Trustees retain separate legal counsel to represent its or their interests, each shall bear the fees and expenses of such separate legal counsel it or they retain.

The neutral party may not make any decision or finding of fact that would change or alter in any manner any provision of this Trust Agreement or that would change the tax-free status of this Trust.

Section 10. Trustee Status -- The Trustees, in their collective capacity, shall be known as the Board of Trustees of the Michigan Conference of Teamsters Welfare Fund and shall conduct the business of the Trust and the Fund and execute all instruments in that name, except as otherwise provided in this Trust Agreement.

The Trust and the Fund shall not be deemed an Employer or Employee representative nor shall any or all of the Trustees, when acting in the capacity of a Trustee, be deemed an Employer or Employee representative.

ARTICLE IV

CONTRIBUTIONS AND COLLECTIONS

Section 1. Obligation to Contribute -- Each Employer shall contribute to the Trust in the amounts and at the times required under the Collective Bargaining Agreement and Participation Agreement. Employer contributions constitute an absolute obligation to the Trust, and the obligation is not subject to set off or counterclaim for any liability of the Union, Local Union, Employee or Beneficiary. An Employer's obligation to contribute to the Fund at the rate established by the Trustees continues until the Employer notifies the Trustees by certified mail, with a copy to the Local Union, that the Employer no longer has a legal duty to contribute to the Fund, and the Trustees acknowledge the termination in writing. The Employer shall set forth in the written notice the specific basis upon which its legal duty to contribute to the Fund has terminated.

Employer contributions shall be paid to the Trustees or to the depository designated by the Trustees by check, bank draft, money order or other negotiable, written and recognized method of transmitting money. Employer contributions shall be submitted together with forms approved by the Trustees and shall be made periodically at such times as the Trustees shall specify by rules and regulations.

The Trustees reserve the right to reject contributions from and coverage of the Employees of any Employer whose Collective Bargaining Agreement or other agreement or understanding fails to satisfy applicable law or the requirements for participation in the Fund or threatens the actuarial soundness of the Fund.

Any agreement or understanding between the parties that in any way alters or affects or purports to alter or affect the Employer's contribution obligation as set forth in the Collective Bargaining Agreement or Participation Agreement shall be submitted promptly to the Fund in the same manner and subject to the same right of rejection as contributions under a Collective Bargaining Agreement; any such agreement or understanding between the parties that has not been disclosed to the Fund as required by this paragraph shall not be binding on the Trustees and shall not affect the Employer's obligation to contribute to the Fund as set forth in the Collective Bargaining Agreement and Participation Agreement.

Section 2. Collection and Enforcement -- The Trustees shall have the power to demand, collect and receive Employer contributions to the Fund, including the right to commence legal proceedings in the name of the Fund or any assignee in a court of competent jurisdiction to collect the amount of unpaid contributions, interest, liquidated damages, late charges, attorneys' fees, and costs.

Payments received by the Trustees shall be applied first to any interest due, and then to the oldest unpaid balance due. Nothing herein shall give any Employer the right to designate how any contribution payment shall be applied.

The Trustees have the power to add to the amount of any Employer contribution a reasonable late charge, to be fixed by the rules and regulations promulgated by the Trustees, for failure to make prompt payments to the Fund as required by the Trustees, and the Trustees have the power to collect such late charges. Failure by an Employer to pay the amounts due the Fund shall be deemed a breach of this Trust Agreement.

Section 3. Nonpayment -- The nonpayment by an Employer shall not relieve any other Employer or Employers of its or their obligation to make payments to the Fund.

Section 4. Production of Records and Audit Program -- The Trustees have the power to require any Employer to, and any Employer when so required shall, furnish to the Trustees such information and reports as the Trustees may reasonably require for the establishment, maintenance and efficient administration of the Fund and for the performance of their duties under this Trust Agreement. Without limiting the generality of the foregoing, Employers shall promptly furnish to the Trustees upon request any and all records concerning the classification, names, and Social Security numbers of their Employees, amounts of wages paid to and shifts worked by their Employees, and any other payroll records and information that the Trustees may require in connection with the administration of the Fund and for no other purpose. The Employers also shall submit in writing to the Trustees such of the above information as may be required by the Trustees at such regular, periodic intervals and on such forms as the Trustees may establish.

The Trustees may establish a program to audit the payroll records of Employers at the Employer's place of business as determined by the Trustees for the proper administration of the Fund. The audit shall be conducted at a reasonable time during the Employer's business hours. The Trustees may promulgate rules and regulations providing detailed terms and conditions for conducting the audit and for assessing the cost thereof to the Employer if the audit reveals a material underpayment by the Employer.

The names and addresses of Employees and Beneficiaries are confidential information not to be disclosed by the Trustees except as required by an order of a court of competent jurisdiction, and except where necessary for determination of benefits in accordance with the provisions of the Trust Agreement, or as required by law.

ARTICLE V

POWERS AND DUTIES OF TRUSTEES AND APPLICATION OF TRUST FUND

Section 1. Obligations -- The Trustees and their successors declare that they will receive, hold and administer the contributions herein provided for and any other money or property that may be entrusted to them as Trustees hereunder with the powers and duties and for the use, purposes and trusts herein named and for none other.

Section 2. Property of Trust

(a) Title to all of the moneys paid into the Trust and all of the property of the Trust shall be vested in and remain exclusively in the Trustees. No Employer, Employee or Beneficiary, Union, Local Union or employer association shall have any right, title or interest in any of the moneys or property of the Trust. The Trust shall constitute an irrevocable trust for the sole and exclusive benefit of Employees and Beneficiaries entitled to benefits under this Trust Agreement. No benefits, moneys or property of the Trust shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge and any attempt to so subject the same shall be null and void.

(b) The Employer contributions paid or to be paid to the Fund shall not constitute or be deemed wages due to the Employees and such contributions shall not in any manner be subject to the debts, contracts or liabilities of any Employer, Employee, Beneficiary, Union, Local Union or employer association. However, contributions or other moneys received or due and owing from an Employer required to make contributions to this Fund shall be deemed Trust Fund assets.

(c) No Employee or Beneficiary shall at any time have the right to receive any part of contributions paid to the Fund in lieu of benefits or to assign his or her benefits or to receive cash consideration in lieu of benefits.

(d) No money, property, equity or interest of any nature whatsoever in the Trust Fund or in any benefits or moneys payable therefrom shall be subject in any manner by any Employee or Beneficiary or person claiming through any of them to anticipation, alienation, sale, transfer, assignment pledge, encumbrance, garnishment, lien or charge, and any attempt to so subject the same shall be null and void.

(e) Notwithstanding any other provision of this Trust Agreement to the contrary, no part of the principal or income of the Trust shall be used for or diverted to purposes other than for the exclusive benefit of Employees and Beneficiaries, except for the return of a bona fide erroneous payment or overpayment of contributions, as permitted under ERISA.

Section 3. Bank Accounts and Disbursements of Funds -- The Trustees may open a bank account or accounts in the name of the Fund in such depository or depositories as the Trustees may select from time to time and shall receive, collect, hold, deposit, invest and disburse all contributions, refunds, dividends and all

other money or property belonging to the Fund.

All withdrawals from such accounts shall be made only by check or voucher signed by the person or persons authorized by the Trustees to sign and countersign.

Section 4. Bonding -- The Trustees shall by resolution provide for fidelity bonds for the Trustees and for employees of the Fund who handle funds or other property of the Trust. The bonds shall be in an amount determined by the Trustees in accordance with the requirements of section 412 of ERISA, but in no event less than \$1,000 or more than \$500,000. The cost of the bonds may be paid from the Trust.

Section 5. Trust and Trustee Liability Insurance -- The Trustees shall obtain and maintain a policy or policies of insurance, to the extent permitted by law, to insure themselves, the Fund and employees or agents of the Trustees and of the Fund while engaged in business and related activities for and on behalf of the Fund with respect to liability to others as a result of acts, errors or omissions of such Trustee or Trustees, employees or agents. Such insurance policy or policies shall provide recourse by the insurer against the Trustees as may be required by law. The cost of the premiums for such policy or policies of insurance shall be paid out of the assets of the Trust, to the extent permitted by law. The Trustees may obtain a waiver of recourse under such policy or policies, but the premium for such waiver of recourse may not be paid from the assets of the Trust.

Section 6. Office of Trustees -- The Trustees shall establish an office for the transaction of the Fund's business, to be made known to the parties interested in the Fund. Books and records pertaining to the Fund and its administration shall be maintained at such office.

Section 7. Books and Records -- The Trustees shall keep true and accurate books of account and a record of all their transactions and meetings (including actions taken at meetings and by informal action of the Trustees). Records of transactions of the Fund shall be maintained for six calendar years following the date of filing of the annual report reflecting the Fund transactions.

Section 8. Audit of Accounts -- The Trustees shall procure an annual audit of the books of the Trust by an independent, qualified certified public accountant selected by the Trustees. A report of each annual audit shall be furnished to each Trustee, and a copy of the report shall be available for inspection by interested persons during business hours at the office of the Trustees. The Trustees, in their sole discretion, may procure audits more frequently than annually.

Section 9. Benefit Plans -- The Trustees shall establish a Benefit Plan or Plans to provide health and welfare benefits of such types as the Trustees in their sole discretion shall determine. The Benefit Plan or Plans shall set forth the detailed basis on which payments are to be made, subject to amendment or termination by the Trustees, in their discretion. All amendments to a Benefit Plan shall be set forth in writing and shall be communicated to Employees and other interested parties as required by law.

Section 10. Application of Trust -- Any and all funds received by the Trustees in the form of contributions, income, dividends on policies of insurance, interest on bonds or bank deposits, gain or yield on stocks or bonds or otherwise shall be received by them as part of the Trust to be administered and disposed of for the following purposes:

(a) To pay or provide for the payment of all reasonable and necessary expenses in connection with collecting Employer contributions and administering the Fund and Trust, including, but without limitation, all expenses that may be incurred in connection with the establishment of the Fund and Benefit Plans; providing fidelity bonds and errors and omissions insurance for the Trust; employment of administrative, legal, accounting, actuarial, expert and clerical assistance; attendance at educational programs, including, but not limited to registration, travel and daily expenses; leasing or purchasing such premises and materials, supplies and equipment as the Trustees, in their discretion, find necessary and appropriate in the performance of their duties.

(b) To pay or provide for the payment of all premiums on the policy or policies of insurance that may be procured to carry out the purposes of the Benefit Plan or Plans and Trust when such premiums shall become due, or to pay for benefits under the Benefit Plan or Plans that are self-insured by the Fund and paid directly by the Fund.

(c) To pay or provide for the payment of all real and personal property taxes, income taxes or other taxes or assessments of any and all kinds levied or assessed in respect to the Trust or any money or property forming a part thereof.

(d) To establish or accumulate as part of the Trust such reasonable reserves as the Trustees shall deem advisable to carry out the purposes of the Trust, including but not limited to reserves left with an Insurance Company or Companies pursuant to the terms and conditions agreed upon between the Trustees and the Insurance Company or Companies.

Section 11. Disposition and Maintenance of Trust Property -- The Trustees are hereby empowered, in addition to such other powers as are set forth herein or conferred by law:

(a) **Deposit of Funds** -- To enter into agreements, contracts and other instruments for the deposit of funds with banks, trust companies or other institutions that accept and hold moneys on deposit, and authorize such depository to act as custodian of the funds, whether in cash or securities or other property.

(b) **Sales and Transfers** -- To sell, exchange, lease, convey or dispose of any property, whether real or personal, at any time forming a part of the Trust upon such terms as the Trustees deem advisable, and to execute and deliver any and all instruments of conveyance, lease, and transfer in connection therewith.

(c) **Contracts** -- To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement for the administration of the Trust, 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 Employees and Beneficiaries.

(d) **Manner of Holding Trust Property** -- To keep property and securities of the Trust registered in the name of the Trustees or in the name of a nominee or nominees, or in unregistered or bearer form without disclosure of any fiduciary relationship, except that the Trustees shall not maintain the indicia of ownership of any asset of the Trust outside the jurisdiction of the district courts of the United States unless approved by ruling or regulation under ERISA by the Secretary of Labor.

(e) **Bank Accounts-Investments** -- To retain the principal and income of the Trust, in the sole discretion of the Trustees, in such bank account or accounts and to invest or reinvest principal and income in common and preferred stocks; bonds; notes; mortgages; equipment lease certificates; open-end type investment companies; real estate investment trusts; common trust funds; certificates of deposit; banker's acceptances; obligations of the United States government, its agencies and authorities, or of any state or local government authority or agency; or in any other investment which is a permissible investment for a health and welfare fund under the laws of the United States of America and the State of Michigan; and to dispose of such investments at any time and from time to time.

The Trustees shall have the power (in addition to and not in limitation of common law and statutory authority) to exercise with respect to any stocks, bonds or other real or personal property held in the Fund all such rights, powers and privileges as may be lawfully exercised by any person owning similar stocks, bonds or other property in his own right.

(f) **Borrow Money** -- To borrow money upon such terms and conditions at such time or times and for such purposes consistent with the purposes of this Trust Agreement that the Trustees deem necessary and advisable and in the best interests of Employees and Beneficiaries. For all sums so borrowed, the Trustees may issue promissory notes as Trustees and secure the payment thereof by pledging all or any portion of Trust assets.

(g) **All Acts Necessary** -- To do all acts, whether or not expressly authorized herein, which the Trustees in their sole discretion deem necessary or advisable for the protection of the Trust property held hereunder, and the Trustees' judgment shall be final.

Section 12. Additional Trustee Authority -- Subject to the stated purposes of the Trust and the provisions of this Trust Agreement and the terms and conditions of any policy or policies of insurance obtained as provided herein, the Trustees shall have full and exclusive power, authority and discretion to determine all questions of coverage and eligibility, methods of providing and arranging for benefits, all matters concerning the operation of the Fund and all claims for benefits. The Trustees shall have full and exclusive power, authority and discretion to construe the provisions of this Trust Agreement herein, and other documents and instruments governing the Fund, including, but not limited to, the terms of the Benefit Plan or Plans and rules and regulations adopted by the Trustees; and any construction or interpretation adopted by the Trustees shall be final and binding. The Trustees are free to use their own judgment and discretion in all things pertaining to the affairs of the Trust. No matter arising under this Trust Agreement or Benefit Plan or Plans shall be subject to the grievance procedures in any Collective Bargaining agreement between any Employer and the Union or Local Union.

Without limiting the generality of the foregoing, the Trustees shall have the power and authority to:

(a) Require contributions to the Trust by Employers in accordance with the applicable Collective Bargaining Agreements, Participation Agreements and rules and regulations promulgated by the Trustees.

(b) Administer the Fund and the Benefit Plans by employing suitable personnel, procuring office space and necessary equipment and supplies required for administration or retaining, on a contract basis, a responsible firm or individual to perform required administrative services.

Section 13. Promulgate Rules -- The Trustees shall promulgate rules and regulations which they deem necessary or desirable for the proper administration of the Fund, provided the same are not inconsistent with the terms of this Trust Agreement, including but not limited to rules and procedures governing:

- (a) the application for benefits by Employees and Beneficiaries,
- (b) appeals by parties aggrieved by an initial determination of benefits,

All rules and regulations adopted by the Trustees shall be binding upon all parties hereto, all persons or entities dealing with the Fund, and all persons claiming any benefits under the Fund.

Section 14. Adoption of Investment Policy and Appointment of Investment Manager -- The Trustees shall, from time to time, determine the immediate and long term financial requirements of the Fund and establish investment and funding policies and guidelines intended to meet the objectives and financial needs of the Fund.

The Trustees shall have the power and authority to appoint one or more Investment Managers who shall be responsible for the management, acquisition, disposition, investment and reinvestment of such of the assets of the Trust as the Trustees shall specify and to terminate any such appointment upon thirty (30) days written notice. The fees and expenses of such Investment Manager, to the extent permitted by law, shall be paid out of the Trust. In the event the Trustees appoint an Investment Manager or Managers, to the fullest extent permitted by law the Trustees shall be relieved of their fiduciary responsibilities with regard to the assets under the control of the Investment Manager or Managers.

Section 15. Appointment of Corporate Trustee -- The Trustees shall have the right to appoint a bank or trust company or other financial institution as Corporate Trustee and to enter into and execute a contract with the Corporate Trustee for the management of the Trust Fund. Upon the execution of the contract, the Trustees shall convey and transfer the Trust Fund to the Corporate Trustee and authorize the Corporate Trustee to exercise any of the powers set forth herein, consistent with the terms and conditions of this Trust Agreement. All of the powers and duties herein provided for the Trustees in connection with the management of the Trust Fund may be delegated in whole or in part to the Corporate Trustee. In the event the Trustees appoint a Corporate Trustee or Corporate Trustees, to the fullest extent permitted by law the Trustees shall be relieved of their fiduciary responsibilities with regard to the assets under the control of the Corporate Trustee or Corporate Trustees.

Section 16. Allocation and Delegation of Responsibility -- The Trustees are the Named Fiduciaries of the Fund. The Trustees may, by resolution or bylaw or pursuant to this Trust Agreement allocate fiduciary responsibilities and administrative duties to committees or subcommittees of the Board of Trustees and they may delegate such responsibilities and duties to other individuals or entities as they deem appropriate or necessary in their sole discretion and consistent with ERISA, provided that the Trustees' power to allocate fiduciary responsibility for the management of assets of the Trust is limited to the power to appoint an Investment Manager or Corporate Trustee. Committees and subcommittees of the Board of Trustees shall have an equal number of Employer Trustees and Union Trustees or, subject to the unit vote rule, may have an unequal number of Employer Trustees and Union Trustees.

Section 17. Executive Director -- The Trustee may employ or contract for the services of an individual, firm or corporation, to be known as the Executive Director, who shall, under the direction of the Trustees or an appropriate committee of the Trustees, administer the office or offices of the Fund and the Trustees; coordinate and administer the Fund's accounting, bookkeeping and clerical services; provide for the coordination of actuarial services furnished by the consulting actuary; 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 Fund in accordance with law; assist in the collection of contributions required to be paid to the Fund by Employers; and perform such other duties and services as may be assigned, delegated or directed or as may be contracted by or on behalf of the Trustees. The Executive Director shall be the custodian on behalf of the Trustees of all documents and other records of the Trustees and of the Fund.

Section 18. Engagement of Professional Advisors -- The Trustees shall engage one or more independent, qualified public accountants, one or more actuaries, investment advisors and legal counsel to perform all services as may be required by applicable law and such other services as the Trustees deem necessary or advisable.

Section 19. Trustee Expenses and Compensation -- Trustees are entitled to reimbursement from the Fund for their reasonable cost of necessary expenses properly and actually incurred in the performance of their duties with the Fund, including, without limitation, attendance at meetings and other functions of the Board or Trustees or its committees or while on business of the Board of Trustees, and attendance at institutes, seminars, conferences or workshops for or on behalf of the Fund. Reasonable and necessary expenses incurred by a Trustee for the defense of actual or threatened litigation arising out of his or her duties as a fiduciary of the Fund may be paid out of the assets of the Trust as determined by the Trustees, in their sole discretion and in accordance with the provisions of ERISA.

Trustees who are not receiving full-time pay from an Employer, Union or Local Union may be paid reasonable compensation on a per day and/or per hour basis, in addition to reimbursement for reasonable and necessary expenses properly and actually incurred, for attending regular or special meetings of the Board of Trustees or for services rendered while performing specific assignments, which rate shall be established and reestablished by the Trustees from time to time. Reasonable compensation may also include payments to the Trust to provide coverage from the Fund for Trustees who elect such coverage.

Section 20. Enforcement of Obligations -- The Trustees shall have the right to enforce the performance of all obligations herein and to institute proceedings of any nature whatsoever to enforce such obligations in the name of the Fund.

Section 21. Judicial Construction -- The Trustees may take any legal action or commence any proceeding they deem necessary to settle their accounts or to obtain a judicial determination or declaratory judgment as to any question of construction of this Trust Agreement or a Benefit Plan or Plans or for instruction as to any action thereunder. Any such determination shall be binding upon all parties to or claiming under the Trust Agreement or Benefit Plan or Plans.

Section 22. Limits of Trustee Responsibility -- The Trustees shall not be liable for the acts or omissions of any Investment Manager, actuary, consultant, attorney, agent or assistant employed by the Trustees pursuant to this Trust Agreement if such Investment Manager, actuary, consultant, attorney, agent or assistant was selected pursuant to this Trust Agreement and the performance of such actuary, consultant, attorney, agent or assistant was periodically reviewed by the Trustees and found to be satisfactory; provided that nothing herein shall relieve any Corporate Trustee of any liability with regard to the performance of its employees.

To the extent permitted by law, no Trustee acting hereunder shall be liable for any action taken or omitted by him or her in good faith, nor for the acts or omissions of any Insurance Company or of any agent, employee or attorney solicited by the Trustee with reasonable care nor for the acts or omissions of any other Trustees.

No Trustee shall be individually or personally liable for any of the obligations of the Trustees acting as such or of the Fund.

The Trustees, to the extent permitted by 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 and to contain a true statement of facts, and to have been signed or sent by the proper person. To the extent permitted by law, any Trustee may rely upon any instrument in writing purporting to have been signed by a majority of the Trustees as conclusive evidence of the fact that a majority of the Trustees have taken the action stated to have been taken in such instrument.

Section 23. Execution of Instruments – Except as delegated by the Trustees, any instrument in writing must be signed by a majority of the Trustees or by the Chairman or Secretary, except that all checks drawn on the Trust shall be signed by the person or persons authorized by the Trustees to sign and countersign. Any person dealing with the Trustees may rely on any instruments so executed as having been duly authorized and executed.

Section 24. Third Party Dealings – Except as otherwise agreed or required by law, no party dealing with the Trustees shall be obliged to see that any money or property belonging to the Trust is applied to the Trust purposes or that the terms of this Trust Agreement have been complied with, or to inquire into the necessity or expediency of any act of the Trustees. Every instrument executed by the Trustees shall be conclusive evidence in favor of every person relying thereon that at the time of the delivery of said instrument the Trust was in full force and effect, the instrument was executed in accordance with the terms and conditions of this Trust Agreement, and the Trustees were duly authorized and empowered to execute the instrument.

The receipt given by the Trustees for any money or other properties received by them shall discharge the person or persons paying or transferring the money or property and such person or persons shall not be bound to see to the application or be answerable for the loss or misapplication thereof.

Section 25. Other Employers -- The Trustees are authorized to extend the coverage of this Trust Agreement to such other Employers and Employees as the Trustees shall agree upon, provided such Employers and Employees are required to conform to the terms and conditions of the Trust and to pay the same rate of contributions required of similarly situated Employers.

Section 26. Controversies and Disputes

(a) The Trustees shall, pursuant to the rules and regulations adopted by the Trustees, the terms of the Benefit Plan or Plans, and the requirements of section 503 of ERISA and regulations thereunder, see to the processing of all disputed applications for benefits submitted by any person claiming to be entitled to benefits under the Fund and issue decisions upon such disputed applications, but shall not be held personally liable for the payment of such claims. Benefits under the Benefit Plans will be paid only if the Trustees decide in their discretion that the applicant is entitled to them.

(b) In any controversy, claim demand, suit at law or in equity, or other proceeding between any Employee, Beneficiary, 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, Employer Associations, Union, Local Union or Employers, any facts certified to the Trustees by an Employer Association, Union, Local Union or Employers, any facts of public record, and any other evidence pertinent to the issue involved.

(c) Any question or controversy, of whatsoever character, arising in any manner or between any parties or persons in connection with the Fund or the operation thereof may be submitted to the Trustees for decision in accordance with the rules and regulations adopted by the Trustees, and the decision of a majority of the Trustees shall be binding upon all persons dealing with the Fund or claiming any benefit thereunder.

(d) The Trustees may in their sole fiduciary 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 agreement entered into by the Trustees shall be conclusive and binding on all parties interested in this Trust.

ARTICLE VI

TERMINATION OF TRUST

Section 1. Duration -- This Trust Agreement and the Trust Fund shall continue until terminated as provided herein.

Section 2. Termination and Distribution -- In the event that the obligation of all the Employers to make contributions shall terminate, the Trustees shall apply the Trust Fund to the purposes specified in Article V, Section 10, paragraphs (a) and (b) of this Trust Agreement, and none other, and upon the disbursement of the entire Trust Fund, this Trust shall terminate.

Section 3. Alternate Distribution -- In lieu of the distribution set forth in section 2 of this Article VI, upon the written request of the Union and approval of a majority of the Trustees, the Trustees shall, after all obligations of the Trust have been satisfied or actuarially secured, turn over any remaining assets of the Trust to any future welfare benefit trust fund that may be created by the Union and Employers through collective bargaining agreements.

ARTICLE VII

AMENDMENT OF AGREEMENT

Section 1. This Trust Agreement may be amended to any extent at any time or from time to time by a majority of the Trustees serving at that time; provided, however, that no amendment may be adopted that will:

- (a) divert the assets of the Trust or any part thereof to a purpose other than that set forth herein,
- (b) permit a refund of payments from the Fund to any Employer except in the case of a bona fide erroneous payment or overpayment of contributions, as permitted under ERISA,
- (c) eliminate the requirement for an annual audit, the results of which shall be available for inspection by interested parties, or
- (d) provide that the Trust or the Fund shall be administered other than by an equal number of Employer and Union representatives.

Section 2. Tax Consequence -- This Trust Agreement is entered into and Employer contributions are made with the intent, condition and understanding that contributions made by an Employer to the Fund or to the account thereof are legally deductible by the Employer for federal income tax purposes, are not subject to federal, Social Security or withholding tax, do not constitute a portion of the "Regular Rate" under the Fair Labor Standards Act and are not taxable to any Employee as compensation.

In the event that it is finally determined by an appropriate agency or judicial tribunal of competent jurisdiction (whether or not an Employer or Employee is a party to the proceeding involved in the determination) or in the event that any applicable tax law, regulation, ruling or policy provides that contributions are not so deductible and are not tax exempt, then all parties hereto individually and collectively agree to take any and all reasonable action that may be necessary or desirable to obtain and maintain tax deductibility and exemptions.

ARTICLE VIII

CONSTRUCTION

Section 1. No Right, Title or Interest -- No employer association, Union, Local Union, Employer, Employee or Beneficiary shall have any right, title or interest in or to assets of the Trust or any part thereof, including, without limitation any reserves of the Trust.

No distribution of any of the assets of the Trust, including without limitation, Trust reserves, shall be made to any employer association, Union, Local Union or Employer as a result of the employer association's, Union's, Local Union's or Employer's withdrawal from or cessation of participation in the Trust or for any other purpose or reason.

Section 2. Governing Law -- This Trust Agreement shall be construed in accordance with and governed by ERISA and the Code, and to the extent not preempted, the laws of the State of Michigan.

Section 3. Severability and Effect of Illegality -- Should any provision of this Trust Agreement be determined to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of the Trust Agreement unless such illegality or invalidity prevents the Trustees from accomplishing the purposes of this Trust. In such event, the Trustees agree to take any reasonable action necessary to correct such defect.

Should any provision of this Trust Agreement be determined to be illegal as to any person or instance, such provision or determination shall not adversely affect the other provisions of the Trust Agreement or the application of the provisions of the Trust Agreement to any other person or instance, unless such illegality prevents the Trustees from accomplishing the purposes of the Trust. In such event, the Trustees agree to take any reasonable action necessary to correct such defect.

No Trustee shall be held liable for any act done pursuant to any provision of the Trust Agreement prior to a holding by a court of competent jurisdiction that such provision is unlawful.

Section 4. Notices -- Each signatory to this Trust Agreement shall file with the Trustees a written designation of address to which all notices may be mailed. Any notice given to a Trustee or any other person, unless otherwise specified herein, shall be sufficient if in writing and delivered to or sent by postage prepaid, first class mail to the latest address on file with the Trustees.

Section 5. No Reversion to Employers -- In no event shall any Employer directly or indirectly receive any refund of contributions made by it to the Fund (except in the case of a bona fide erroneous payment or overpayment of contributions, as permitted under ERISA) nor shall an Employer directly or indirectly participate in the disposition of the Trust, including, without limitation, any reserves of the Trust, or receive any benefits from the Trust.

Section 6. Gender and Number -- Where used in this Trust Agreement, words in the masculine shall be read and construed as in the feminine, and words in the singular shall be read and construed as though used in the plural, in all cases where such construction would so apply.

Section 7. Titles -- Titles of Articles and Sections are for general information only and shall not be construed to affect or modify any provision of this Trust Agreement.

Section 8. Execution -- This Trust Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Trustees have caused this amended and restated Trust Agreement to be duly executed as of the day and year first above written.

UNION TRUSTEES
William A. Bernard
H. R. Hillard
Robert F. Rayes
Dennis Hands

EMPLOYER TRUSTEES
Howard McDougall
Raymond J. Buratto
Earl D. Ishbia