

**AGREEMENT AND
DECLARATION OF TRUST

OF THE

I.B.E.W. CONDUIT 401(K) TRUST FUND**

April 1, 2021

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PREAMBLE

WHEREAS, an Agreement and Declaration of Trust has been entered into, effective April 1, 2021, by and between the International Brotherhood of Electrical Workers Local Unions 146, 193, 538 and 601, hereinafter collectively referred to as the Union, and the Illinois Chapter of the National Electrical Contractors Association, hereinafter referred to as the Association, and any other Employer as defined herein who agrees to be bound by this Agreement and Declaration of Trust, and certain individual Trustees, which Agreement and Declaration of Trust creates an 401(k) Fund and Plan as herein provided; and

WHEREAS, the IBEW Conduit 401(k) Trust Fund is created, established, and maintained, and the Trustees agree to receive, hold, and administer the IBEW Conduit 401(k) Trust Fund, for the purpose of providing defined contribution 401(k) retirement benefits as are now and shall hereinafter be set forth in a plan created and approved by the Board of Trustees; and

WHEREAS, the Union and the Association have entered into collective bargaining agreements requiring periodic payments to the IBEW Conduit 401(k) Trust Fund by Employers so bound effective April 1, 2021; and

WHEREAS, the Trustees have been duly appointed in accordance with provisions of this Agreement:

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, and to effectuate the purpose of the IBEW Conduit 401(k) Trust Fund, it is hereby agreed as follows:

ARTICLE I - DEFINITIONS

Section 1.1 Employer. The term "Employer" as used herein shall mean:

- (a) An employer who is a member of, or is represented in collective bargaining by, the Association and who is bound by a collective bargaining agreement with the Union that provides for the payment of contributions to the Trust Fund with respect to employees represented by the Union.
- (b) An employer who is not a member of, nor represented in collective bargaining by, the Association, but who has duly executed or is bound by a collective bargaining agreement or other agreement with the Union or Trust Fund that provides for the payment of contributions to the Trust Fund with respect to employees covered by collective bargaining agreements or other agreements.
- (c) The Union, for the purpose of making the required contributions into the Trust Fund, shall be considered the Employer of the Employees of the Union for whom the Union contributes to the Trust Fund. However, the Union shall not appoint Employer Trustees or otherwise have the authority or ability to exercise rights granted to the Association.
- (d) An employer who does not meet the requirements of the definition of "Employer" as stated in subsection (a), (b), and (c) of this Section, but who is required to remit contributions to the Trust Fund (1) by any law or ordinance applicable to the State of Illinois or to any political subdivision or municipal corporation thereof, or (2) pursuant to any written agreement entered into by such employer with such State or any political subdivision or municipal corporation thereof. Notwithstanding the foregoing, the participation of an employer meeting this definition is not permissible without the approval of both of the Labor and Employer Trustees from the area/jurisdiction of the participating Local Unions where the employer is located.
- (e) An employer who agrees to remit contributions to the Trust Fund pursuant to a written agreement with the Trust Fund and is accepted for participation in the Trust Fund.
- (f) Employers as described in this Section shall, by making payments to the Trust Fund pursuant to such collective bargaining or other written agreements, be deemed to have accepted and be bound by this Trust Agreement.

Section 1.2 Local Union or Union. The term "Local Union" or "Union", as used herein, shall mean International Brotherhood of Electrical Workers Local Unions 146, 193, 538 and 601.

Section 1.3 Employee. The term "Employee" as used herein shall mean:

- (a) Any employee represented by the Union and working for an Employer as defined

herein, and with respect to whose employment an Employer is required to make contributions into the Trust Fund.

- (b) An officer or employee of the Union who shall have been proposed for benefits under the Trust Fund by the Union and who shall have been accepted by the Trustees and for whom the Union agrees in writing to contribute to the Trust Fund at the rate fixed for contributions for other Employers.
- (c) An employee of an Employer, as defined in subsection (d) of Section 1.1, on whose behalf such Employer is required to make payments or contributions to the Trust Fund as provided in subsection (d) of Section 1.1 and at a rate fixed for contributions for other Employers.
- (d) A person, represented by or under the jurisdiction of the Union, who shall be employed by a governmental unit or agency, and on whose behalf payment of contributions shall be made at the times and at the rate of payment equal to that paid by employer, defined in Section 1.1 of this Article, in accordance with a written agreement, ordinance of resolution.
- (e) An employee of an Employer who agrees to remit contributions to the Trust Fund pursuant to a written agreement with the Trust Fund and is accepted for participation in the Trust Fund.

Section 1.4 Participant. "Participant" means any person receiving benefits under the 401(k) Plan, any person receiving benefits as the beneficiary of a deceased Participant, and any person who has completed the requirements for a benefit.

Section 1.5 Beneficiary. The term "Beneficiary" shall mean a person designated by a Participant, or by the terms of the 401(k) Plan created pursuant to this Agreement and Declaration of Trust, or otherwise designated as such pursuant to applicable law, who is or may become entitled to a benefit.

Section 1.6 Trustees. The term "Trustees" as used herein shall mean the Trustees designated in this Trust Agreement, together with their successors designated and appointed in accordance with the terms of this Trust Agreement. The Trustees, collectively, shall be the "administrator" of this Fund as that term is used in the Act.

Section 1.7 Trust Fund. "Trust", "Trust Fund" and "Fund" as used herein shall mean the entire trust estate of IBEW Conduit 401(k) Trust Fund, as it may, from time to time, be constituted, including, but not limited to all funds received in the form of contributions, together with all contracts (including dividends, interest, refunds, and other sums payable to the Trustees on account of such contracts), all investments made and held by the Trustees, all income, increments, earnings and profits therefrom, and any and all other property or funds received and held by the Trustees by reason of their acceptance of this Agreement and Declaration of Trust.

Section 1.8 Trust Agreement. The terms "Agreement and Declaration of Trust" or "Trust

Agreement" or "Agreement" as used herein shall mean this instrument, including all amendments and modifications as may from time to time be made.

Section 1.9 Association. The term "Association" shall mean the Illinois Chapter of the National Electrical Contractors Association, its successors, and other participating employers, including the Midstate Division of the Illinois Chapter, NECA, the Champaign-Urbana/Streator-Pontiac Division of the Illinois Chapter, NECA, the Springfield Division of the Illinois Chapter, NECA, and the Danville Division of the Illinois Chapter, NECA.

Section 1.10 Act The term "Act" as used herein shall mean the Employee Retirement Income Security Act of 1974, and its amendments as may from time to time be made and any regulations promulgated pursuant to the provisions of said Act.

Section 1.11 401(k) Plan. The term "401(k) Plan" or "Plan" shall mean the plan, program, method, rules and procedure for the payment of benefits from the Trust Fund established by the Agreement and Declaration of Trust and amendments thereto.

ARTICLE II - CREATION AND PURPOSES OF FUND

Section 2.1 The Trust Fund is created, established and maintained, and the Trustees agree to receive, hold and administer the Trust Fund, for the purpose of providing such retirement benefits as now are, or hereafter may be, authorized or permitted by law for Participants and their Beneficiaries and in accordance with the provisions herein set forth and the 401(k) Plan. It is intended that this Trust Fund and Plan be a defined contribution 401(k) plan that accepts employer contributions and employee salary/wage deferrals. Notwithstanding the foregoing, employee salary/wage deferrals, and not employer contributions, shall be the source of 401(k) funding in the areas covered by the following Local Unions:

1. International Brotherhood of Electrical Workers, Local Union 146;
2. International Brotherhood of Electrical Workers, Local Union 193;
- and
3. International Brotherhood of Electrical Workers, Local Union 601.

Employer contributions shall be the source of funding only in the area covered by International Brotherhood of Electrical Workers, Local Union 538.

Notwithstanding the foregoing, employer contributions may be accepted in Local Union jurisdictions other than Local Union 538; provided that, the respective Local Union and NECA Chapter agree to permit employer contributions and the agreement is reduced to writing in the applicable collective bargaining agreement (or addenda thereto).

It is also intended that this Trust Fund and 401(k) Plan be a “multiemployer plan” as that term is defined in Section 37 of the Act.

ARTICLE III -BOARD OF TRUSTEES

Section 3.1 Number, Appointment, Term. The Fund shall be administered by eight (8) Trustees, four (4) of whom shall be appointed by the Union and shall act as Union Trustees, and four (4) of whom shall be appointed by the Association and shall act as Employer Trustees.

The following Unions shall each appoint one (1) Union Trustee to the Board of Trustees:

1. International Brotherhood of Electrical Workers, Local Union 146;
2. International Brotherhood of Electrical Workers, Local Union 193;
3. International Brotherhood of Electrical Workers, Local Union 538; and
4. International Brotherhood of Electrical Workers, Local Union 601.

The Association shall appoint four (4) Employer Trustees. Specifically, one (1) Employer Trustee shall be appointed by the Midstate Division of the Illinois Chapter, NECA, one (1) Employer Trustee shall be appointed by the Champaign-Urbana/Streator-Pontiac Division of the Illinois Chapter, NECA, one (1) Employer Trustee shall be appointed by the Springfield Division of the Illinois Chapter, NECA, and one (1) Employer Trustee shall be appointed by the Danville Division of the Illinois Chapter, NECA.

The respective Trustees shall serve without compensation, unless permitted by law, and at the will of the Union or the Association, respectively, appointing them, but they shall be reimbursed for all reasonable and necessary expenses properly and actually incurred by them in connection with performance of their official duties as such. The Union or Association shall select successor Trustees whenever vacancies occur among their respective appointees. A vacancy shall occur whenever a Trustee resigns or when a Trustee is removed by the party which appointed him, or by reason of death or incapacity or change of office.

Section 3.2 Resignation and Removal. A Trustee may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving thirty (30) days' notice in writing to the remaining Trustees and to the party by whom he was appointed, or such shorter notice as the remaining Trustees and to the party by whom he was appointed, or such shorter notice as the remaining Trustees may accept as sufficient, in which notice there shall be stated a date on which such resignation shall take effect; and such resignation shall take effect on the date specified in the notice unless a successor Trustee shall have been appointed at an earlier date, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee. An Employer Trustee may be removed from office at any time by action of the Association, written notice of such action to be delivered to the Chairman and Secretary-Treasurer of the Trustees serving at that time.

Section 3.3 Successor Trustees, Appointment. If any Employer Trustee shall die, become incapable of acting hereunder, resign or be removed, a successor Employer Trustee shall be immediately appointed by the Association, such appointment to be in writing and to be delivered to the Chairman and Secretary-Treasurer of the Trustees serving at that time. In the event a party fails to appoint a Successor Trustee for a period of sixty (60) days after termination of a Trustee's term, or after resignation, for any reason, the Board of Trustees may appoint a Successor Trustee.

If any Union Trustee shall die, become incapable of acting hereunder, resign, or be removed, a successor Union Trustee shall immediately be appointed by the Union, such appointment to be in writing and be delivered to the Chairman and Secretary-Treasurer of the Trustees serving at that time.

It is the intention hereof that the Fund shall at all times be administered by an equal number of Employer Trustees and Union Trustees. The written appointment shall state the term, if any, during which the Trustee is to serve, consistent with Section 3.1.

The Union and Employer Trustees so appointed, however, must be in good standing with the Association and the Union, respectively.

Section 3.4 Successor Trustee, Assumption of Office. Any Successor Trustee shall immediately upon his appointment as a Successor Trustee and his acceptance of the Trusteeship in writing, as provided in Section 3.5, become vested with all the property rights, powers and duties of a Trustee hereunder with like effect as if originally named a Trustee without the necessity of any formal conveyance or other instrument of title.

Section 3.5 Acceptance of Trust by Trustees. A Trustee shall execute a written acceptance in a form satisfactory to the Trustees and consistent with the Act and thereby shall be deemed to have accepted the Trust created and established by this Trust Agreement and to have consented to act as Trustee and to have agreed to administer the Trust Fund as provided herein.

Section 3.6 Limitation of Liability of Trustees. To the maximum extent allowed by law, no successor Trustees shall in any way be liable or responsible for anything done or committed in the administration of the Trust prior to the date they become a Trustee. The Trustees shall not be liable for the acts or omissions of any investment manager, attorney, agent or assistant employed by them in pursuance of this Agreement, if such investment manager, attorney, agent or assistant was selected pursuant to this Trust Agreement and such person's performance was periodically reviewed by the Trustees who found such performance to be satisfactory; provided that nothing herein shall relieve any Corporate Trustee of any liability with regard to the performance of its employees.

Section 3.7 Office of the Fund. The principal office of the Trust Fund shall, so long as such location is feasible, be located and maintained in the State of Illinois. The location of the principal office shall be made known to the parties interested in the Trust Fund. At such office, and at such other places as may be required by law or as otherwise designated by the Board of Trustees, there shall be maintained the books and records pertaining to the Trust Fund and its administration.

Section 3.8 Officers. During the month of January of each year, the Trustees shall elect from among themselves a Chairman and a Secretary-Treasurer to serve for a term of one (1) year commencing January 1 of each year, or until his or their successors have been elected. When the Chairman is elected from the Employer Trustees, then the Secretary-Treasurer shall be elected from the Union Trustees, and when the Chairman shall be elected from the Union Trustees, then

the Secretary-Treasurer shall be elected from the Employer Trustees. The chairmanship shall alternate, insofar as practicable or desirable, between the Employer Trustees and the Union Trustees. The Secretary-Treasurer, or such other person as the Trustees may designate, shall keep minutes and records of all meetings, proceedings and acts of the Trustees and shall, with reasonable promptness, send copies of such minutes and records to all Trustees. The Chairman, and in his absence the Secretary-Treasurer, shall preside at all meetings of the Trustees.

Section 3.9 Power to Act in Case of Vacancy. No vacancy or vacancies on 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 Fund notwithstanding the existence of such vacancy or vacancies.

Section 3.10 Meetings; Notices. The Trustees shall endeavor to meet at least once every three (3) months and at such other times as they deem it necessary to transact their business. Meetings shall take place only in the continental United States where any participants or beneficiaries are domiciled or where Fund investments are located. The Chairman or the Secretary-Treasurer of the Board of Trustees may, and upon the written request of any two (2) Trustees shall, call a meeting of the Trustees at any time by giving at least (5) days' written notice of the time and place thereof to the remaining Trustees. A meeting of the Trustees may be held at any time without notice if all of the Trustees consent thereto in writing.

Section 3.11 Attendance at Meetings; Minutes. All official meetings of the Trustees shall be attended only by the Trustees and shall not be open to the public, except that there may attend such other persons as may be designated by the Trustees or when invited to do so, and as may be otherwise required by law. Written minutes, a copy of which shall be furnished with reasonable promptness to each Trustee, shall be kept of all business transacted and of all matters upon which voting shall have occurred and the vote of each Trustee shall be recorded. Such minutes shall be approved by the signature of an Employer Trustee and of a Union Trustee.

Section 3.12 Quorum; Voting; Action without Meeting.

(a) Two Employer Trustees and Two Union Trustees present in person at any meeting of the Board of Trustees shall constitute a quorum for the transaction of business. If at any meeting the number of Employer and Union Trustees present shall be unequal, then the group of Trustees lesser in number shall be entitled to cast the same number of votes as the other group of Trustees.

(b) A quorum of a committee of the Board of Trustees, established in accordance with Section 5.7 of this Trust Agreement or otherwise, shall be a majority of the members of the committee.

(c) Any action taken by the Trustees, except as herein otherwise provided, shall be by affirmative vote of a majority of the votes cast at a meeting. The Trustees must cast their votes in person, except as provided in Section 3.15.

(d) Action by the Trustees on any proposition may also be taken without a meeting

if all of the Trustees agree thereon in writing.

Section 3.13 Manner of Acting in the Event of Deadlock.

(a) A deadlock shall be deemed to exist whenever a proposal, nomination, motion or resolution made or proposed by any one of the Trustees is not adopted or rejected by a majority vote and the maker of the proposal, nomination, motion or resolution notifies the remaining Trustees in writing that a deadlock exists.

(b) In the event of such deadlock arising, the Trustees shall meet for the purpose of agreeing upon an impartial umpire to break such deadlock by deciding the dispute in question. In the event of the inability of the Trustees to agree upon the selection of such impartial umpire within a reasonable time, then, on the petition of either group of Trustees, the senior judge on duty of the District Court of the United States for the Central District of Illinois shall appoint such impartial umpire. Such impartial umpire shall immediately proceed to hear the dispute between the Trustees and decide such dispute, and the decision and award of such umpire shall be final and binding upon the parties. The reasonable compensation of such umpire and the costs and expenses (including, without limitation, attorneys' and reporter fees) incidental to any proceedings instituted to break a deadlock shall be paid by the Trust Fund.

(c) Any impartial umpire selected or designated to break a deadlock shall be required to enter his decision within a reasonable time fixed by the Trustees. The scope of any such proceeding before such impartial umpire shall be limited to the provisions of this Trust Agreement and to the provisions of the rules, regulations and by-laws adopted by the Trustees and to the plan of benefits established by them. The impartial umpire shall have no jurisdiction or authority to change or modify the provisions of this Trust Agreement or to decide any issue arising under or involving the interpretation of any collective bargaining agreements between the Union, the Association and other Employers, and such impartial umpire shall have no power or authority to change or modify any provisions of any such collective bargaining agreements.

Section 3.14 Removal of Trustees (Violation of Act). The Board of Trustees shall initiate action to cause the removal of any fellow member Trustee who may be serving as a Trustee in violation of the Act. The vacancy or vacancies caused by such a removal shall be filled in accordance with Section 3.3 of this Article.

Section 3.15 Presence at Meetings. Trustees may participate in and act at any meetings of such Board through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate contemporaneously with each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating as required by Section 3.12.

ARTICLE IV - CONTRIBUTIONS AND COLLECTIONS

Section 4.1 Employer Contributions.

(a) Each Employer shall make prompt contributions or payments to the Trust Fund in such amount and under the terms as are provided for in the applicable collective bargaining agreement in effect from time to time between the Employer or his bargaining representative and the Union. An Employer may also be required to make contributions in such amount and under such terms as such Employer may be obligated, in writing, to make, provided that such contributions shall be subject to acceptance by the Trustees. The Employer agrees that such contributions shall constitute an absolute obligation to the Trust Fund, and such obligations shall not be subject to set-off or counterclaim which the Employer may have for any liability of the Union or of an Employee.

(b) Contributions to the Fund shall be paid to the Trustees or to such depository as the Trustees shall designate, only by check, bank draft, money order or other recognized written method of transmitting money or its equivalent, payable to the Trust Fund. The payment of contributions shall be made periodically at such times as the Trustees shall specify by rules and regulations or as may be provided in the applicable collective bargaining agreement.

(c) Each Employer shall be responsible only for the contributions payable by him on account of Employees covered by him, except as may be otherwise provided by law. The Association or any other employers' association or groups shall not be responsible for contributions, payments or other obligations of any other Employer, or otherwise.

(d) If applicable, the employer also agrees to withhold and timely pay employee contributions (salary deferrals) as required by the collective bargaining agreement, the applicable election forms and under the time frames required by the 401(k) Plan and applicable law.

(e) Work Outside Jurisdiction. In the event an Employee employed by an Employer, as defined herein, shall perform work outside of the geographical jurisdiction of the Union, the Employer may continue to make payments to the Trust Fund and the Trustees may accept such payments, subject to the terms of applicable reciprocal agreements.

Section 4.2 Receipt of Payment and Other Property of Trust. The Trustees or such other person or entity designated or appointed by the Trustees in accordance with Section 5.5 of Article V are hereby designated as the persons to receive the payments heretofore or hereafter made to the Trust Fund by the Employers and Employees. The Trustees are hereby vested with all right, title and interest in and to such moneys and all interest which may be accrued therein, and are authorized to receive and be paid the same.

Section 4.3 Collection and Enforcement of Payments. The Trustees, or such committee of the Trustees as the Board of Trustees shall appoint, or the Administrative Manager if one has

been appointed and when directed by such committee or by the Board of Trustees, shall have the power to demand, collect, and receive Employer payments and all other money and property to which the Trustees may be entitled, and shall hold the same until applied to the purposes provided in this Trust Agreement. They shall take such steps, including the institution and prosecution of, or the intervention in, such legal or administrative proceedings as the Trustees in their sole discretion determine to be in the best interest of the Trust Fund for the purpose of collecting such payments, money and property, without prejudice. Notwithstanding the foregoing, the Union may take whatever steps it deems necessary and wishes to undertake for such purpose of collecting and enforcing payment obligations to the extent not otherwise prohibited by law and/or the applicable collective bargaining agreement.

When an Employer becomes delinquent in its contributions, fails to satisfy any audit liability shown due and owing, or fails to acquiesce to an audit, and the matter is referred to legal counsel, the Employer shall be liable for the reasonable attorney's fees and the costs incurred by the Trustees. "Reasonable attorney's fees" as used herein shall mean the attorney's fees that are incurred by the Trustees, which are related to (1) the recovery of delinquent contributions, liquidated damages, interest, audit costs, court costs, and the associated attorney's fees thereto, or (2) the compelling of an audit. "Reasonable attorney's fees" shall also include the paralegal fees associated with either the recovery of delinquent contributions or the compelling of an audit that the Trustees become obligated to pay.

Section 4.4 Report on Contributions and Production of Records. Employers shall prepare remittance reports on contributions required by the Trustees. The Trustees may employ attorneys, accountants and other professionals to conduct audits of the pertinent employment and payroll records of each employer. Each Employer shall promptly furnish to the Trustees, on demand, the names of his Employees, their Social Security numbers, the hours worked by each Employee, fringe benefit report forms, individual compensation records, individual time records, job classification records, payroll registers and journals, federal and state tax forms, federal and state quarterly tax returns, annual earnings reports, quarterly employer's contributions and wage reports for state unemployment compensation, job cost records, cash disbursement records and such other information as the Trustees may reasonably require in connection with the administration of the Trust Fund. The Trustees may, by their respective representatives, examine the pertinent employment and payroll records of each Employer at the Employer's place of business whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administration of the Trust Fund. The Union shall, upon the request of the Trustees, promptly furnish information in respect to an Employee's employment status.

All Employers shall be required to maintain records in compliance with procedures developed and communicated by the Administrator from the beginning of such Employer's participation in the Fund forward unless given written authorization for variance by the Administrator. All such records shall be maintained for a period of ten (10) years unless earlier destruction of the same is authorized by the Trustees. The Trustees shall require the Employer to designate the classification of all of his employees and if the Employer fails to do so, after being requested to do so by the Trustees, the Trustees shall conduct an investigation for the purpose of determining the classification of such employees and the results of said investigation shall be conclusive.

Where an audit discloses a difference between hours actually worked by an employee and hours reported to the Trust by his Employer and where such audit discloses any willful violation of any of the requirements of this Trust Agreement or rules and regulations adopted in connection herewith, those officers and directors of such Employer, if a corporation, who supervised the completion of report forms, signed report forms, or can be determined to have had personal knowledge of such conduct, shall be personally liable for any underpayment or other pecuniary loss to the Fund as a result of such conduct. Nothing herein shall prevent personal liability for owners or partners who are not otherwise incorporated.

Each employer, by agreeing to be bound by the terms hereof, acknowledges and agrees that liquidated damages, as set forth herein below, remain due and owing irrespective of the payment or not of the underlying contributions for which the liquidated damages were assessed, and failure to pay liquidated damages duly assessed shall constitute a default in payment.

Section 4.5 Default Payment. Non-payment by an Employer of any contributions when due shall not relieve any other Employer of his obligation to make payments. The Trustees may take any action necessary to enforce payments of the contributions and penalties due hereunder, including, but not limited to, proceedings at law and in equity.

Section 4.6 Liquidated Damages. All Employers not paying contributions within fifteen (15) days from the date they are originally due shall pay in addition to said contributions liquidated damages in the amount of ten percent (10%) of the delinquent contributions or Twenty-five Dollars (\$25.00), whichever is greater, and said damages shall be paid with the delinquent contributions. Each Employer party to or otherwise bound by this Trust Agreement acknowledge that the liquidated damages will be used to defer administrative costs arising by said delinquency and acknowledge the costs to be actual and substantial though difficult to ascertain; however, each Employer acknowledges these costs to be at least ten percent (10%) of the delinquent contributions or Twenty-five Dollars (\$25.00), whichever is greater, waiving the necessity of any additional proof thereof.

Section 4.7 Interest. Delinquent contributions shall bear interest at the rate of nine percent (9%) per annum on the balance due the Fund. The Trustees shall have the authority to waive the foregoing interest charge in the event the delinquent Employer executes a note or enters into an installment payment agreement providing for payment of said delinquency on such terms as acceptable to the Trustees under the circumstances.

Section 4.8 Collection Costs. Except as hereinafter provided in this Article, in the event an Employer becomes delinquent in his contributions, said delinquent Employer shall be liable for all reasonable costs incurred in the collection process including court fees, attorney's fees, filing fees, and any other expenses actually incurred by the Trustees in the course of the collection process.

Section 4.9 Audits and the Costs Thereof. The Trustees shall have the authority to audit the records of the Employer for the purposes of determining the accuracy of contributions to the Fund. In the event it becomes necessary for the Trustees to file suit and/or otherwise retain legal counsel to enforce their authority to perform an audit, the Employer shall be liable for all

reasonable costs incurred including court fees, attorney's fees, filing fees, audit cost, and any other expenses actually incurred by the Trustees in the course of the action, without regard to whether the Employer did or did not owe delinquent contributions.

Section 4.10 Non-payment, by any Employer, of any contribution or other moneys owed to the Fund shall not relieve any other Employer from his obligation to make required payments to the Trust Fund

ARTICLE V - POWERS AND DUTIES OF TRUSTEES

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

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

Section 5.3 Use of Fund to Provide Benefits. The Trustees shall also have the power and authority to use and apply the Trust Fund to pay or provide for the payment of retirement and related benefits to eligible Participants and Beneficiaries in accordance with the terms provisions and conditions of the 401(k) Plan to be formulated and agreed upon hereunder by the Trustees.

Section 5.4 Investments.

(a) The Trustees shall have the power and authority, in their sole discretion, to invest and reinvest such funds as are not necessary for current expenditures or liquid reserves, as they may from time to time determine, in such investments as are legal investments under applicable State and Federal law relating to the investment of defined contribution funds, not limited, however, by any limitation restricting investments in common stocks to a percentage of the Trust Fund or to a percentage of the total market value of the Trust Fund. The Trustees may sell, exchange or otherwise dispose of such investments at any time and, from time to time, as provided in Section 5.10(f). The Trustees shall also have power and authority (in addition to, and not in limitation of, common law and statutory authority) to invest in any stocks, bonds or other property, real or personal, including improved or unimproved real estate and equity interests in real estate, or any other investment, where such an investment appears to the Trustees, in their discretion and consistent with their fiduciary obligations, to be in the best interest of the Trust Fund and its Participants and Beneficiaries. The Trustees shall invest and reinvest the Trust Fund's assets with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would do in the conduct of an enterprise of a like character and with like aims. The Trustees shall have the authority, in respect to any stocks, bonds or other property, real or personal, held by them as Trustees, to exercise all such rights, power and privileges as might be lawfully exercised by any person owning similar stocks, bonds or other property in his own right.

(b) Delegation and Allocation of Investments Functions.

(1) The Trustees are authorized, in their discretion, by resolution, to allocate to the Investment Committee such duties and responsibilities to invest and reinvest such Fund assets as specified in such allocation.

(2) The Trustees shall have the power and authority to appoint one or more Investment Managers (as defined in Section 3(38) of the Act) who shall be responsible for the management, acquisition, disposition, investing and reinvesting of such of the assets of the Trust Fund as the Trustees shall specify. Any such appointment may be terminated by the Trustees upon notice. The fees of such Investment Manager, and its expenses to the extent permitted by law, shall be paid out of the Trust Fund.

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

(c) In compliance with ERISA Section 404(c), the Trustees may permit participants and beneficiaries to exercise investment control over the assets in his/her account. In the event that the Trustees establish the 401(k) Plan as a Section 404(c) plan, the Trustees shall not be liable for any loss which results from participant's or beneficiary's exercise of control of their accounts to the maximum extent allowed by law.

Section 5.5 Deposits and Disbursements. All Trust funds not invested shall be deposited by the Trustees in such depository or depositories as the Trustees shall from time to time select, and any such deposit or deposits, or disbursements therefrom, shall be made in the name of the Trust in the manner designated by the Trustees and upon the signature(s) of person designated and authorized by the Trustees or by the Investment Manager appointed in accordance with Section 5.4(b)(2) of this Article.

Section 5.6 Allocation and Delegation of Fiduciary Responsibilities. The Trustees may, by resolution or by-law or by provisions of this Trust Agreement, allocate fiduciary responsibilities and various administrative duties to committees or subcommittees of the Board of Trustees, and they may delegate such responsibilities and duties to other individuals as they may deem appropriate or necessary in their sole discretion and consistent with the Act.

Section 5.7 Committees of the Board of Trustees.

(a) The standing committees of the Board of Trustees may consist of an Executive Committee, an Appeals Committee, an Investment Committee, an Audit and Collections Committee, and such other standing committees as the Trustees may wish to create by by-law or resolution.

(b) Appointment of Committee Members. Each committee shall consist of an equal number of Employer and Union Trustees appointed by the Chairman. A quorum of a committee shall be as provided in Section 3.12(b).

(c) Removal of Committee Members. Any appointed member of any committee may be removed from membership on such committee by the Chairman.

Section 5.8 Administrative Manager. The Trustees may employ or contract for the services of an individual, firm or corporation, to be known as "Administrative Manager", who shall, under the direction of the Trustees or under the direction of any appropriate committee of the Trustees, administer the office or offices of the Trust Fund and of the Trustee, coordinate and administer the account, bookkeeping and clerical services, prepare (in cooperation where appropriate with the consulting actuary and independent auditor) all reports and other documents to be prepared, filed or disseminated by or on behalf of the Trust in accordance with law, assist in the collection of contributions required to be paid to the Trust Fund by Employers and perform such other duties and furnish such other services as may be assigned, delegated or directed or as may be assigned, delegated or directed or as may be contracted by or in behalf of the Trustees. The Administrative Manager shall be the custodian on behalf of the Trustees of all documents and other records of the Trustees and of the Trust Fund.

Section 5.9 By-Laws, Rules and Regulations.

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

(b) No by-law, regulation, rule, action or determination made or adopted by the Trustee, nor any decision or determination made by any impartial umpire appointed pursuant to Section 3.13 of this Agreement, shall in any manner conflict or be inconsistent (1) with any provision of the applicable current collective bargaining agreement in effect or which may be made, between the Association and the Union (2) with this Trust Agreement and (3) with any applicable Federal, State or local law.

Section 5.10 Additional Authority. The Trustees are hereby empowered, in addition to such other powers as are set forth herein or conferred by law,

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

(b) to keep property and securities registered in the names of the Trustees or of the Fund or in the name of any other individual or entity duly designated by the Trustees;

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

purposes of such Trust Fund;

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

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

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

(g) to establish and carry out a funding policy and method consistent with the objectives of the 401(k) Plan and the Act.

Section 5.11 Bonds. The Trustees, and each duly appointed and authorized person who handles funds or other property of the Trust Fund, shall obtain from an authorized surety company such bonds as may be required by law, covering such persons and in such amounts (but not less than required by law) as the Trustees, in their discretion, may determine. The cost of premiums for such bonds shall be paid out of the Trust Fund.

Section 5.12 Insurance. The Trustees may in their discretion obtain and maintain policies of insurance, to the extent permitted by law, to insure themselves, the Trust Fund as such, as well as employees or agents of the Trustees and of the Trust Fund, while engaged in business and related activities for and on behalf of the Trust Fund (1) with respect to liability to others as a result of acts, errors or omissions of such Trustee or Trustees, employees or agents, respectively, provided such insurance policy shall provide recourse by the insurer against Trustees as may be required by law and (2) with respect to injuries received or property damage suffered by them. The cost of the premiums for such policies of insurance shall be paid out of the Trust Fund.

Section 5.13 Information to Participants and Beneficiaries. The Trustees shall provide Participants and Beneficiaries such information as may be required by law.

Section 5.14 Accountants and Actuaries. The Trustees shall engage one or more independent qualified public accountants and one or more enrolled actuaries to perform all services as may be required by applicable law and such other services as the Trustees may deem necessary.

Section 5.15 Trustees to Act without Compensation. The Trustees shall act in such capacity without compensation, unless permitted by law, but they shall be entitled to reimbursement for the expenses properly and actually incurred in the performance of their duties with the Trust Fund, including, without limitation, attendance at meetings and other functions of the Board of Trustees or its committees or while on business of the Board of Trustees, attendance at institutes, seminars, conferences or workshops for or on behalf of the Trust Fund. Trustees in their discretion may adopt expense reimbursement guidelines not inconsistent with this Section.

Section 5.16 Reports. All reports required by law to be signed by one or more Trustees shall be signed by all of the Trustees, provided that all of the Trustees may appoint in writing, or resolution adopted and spread on the minutes, one or more of their members to sign such report on behalf of the Trustees.

Section 5.17 Records of Trustee Transactions. The Trustees shall keep true and accurate books of account and a record of all of their transactions and meetings (including actions taken at such meetings and by informal action of the Trustees), which records and books shall be audited at least annually by a certified public accountant. A copy of each audit report shall be available for inspection by interested persons at the principal office of the Trustees. The Trustees shall make all other such reports and filings as required by applicable law.

Section 5.18 Construction and Determinations by Trustees. Subject to the stated purposes of the Fund and the provisions of this Agreement, the Trustees shall have full and exclusive authority to determine all questions of coverage and eligibility, methods of providing or arranging for benefits and all other related matters. The Trustees shall have full power to construe the provisions of this Agreement, the terms used herein and the by-laws and regulations issued thereunder. Any such determination and any such construction adopted by the Trustees in good faith shall be binding upon all of the parties hereto and the Beneficiaries hereof. No matter respecting the foregoing or any difference arising thereunder or any matter involved in or arising under this Trust Agreement shall be subject to the grievance or arbitration procedure established in any collective bargaining agreement between the Association and the Union, provided, however, that this clause shall not affect the rights and liabilities of any of the parties under any such collective bargaining agreements.

Section 5.19 Liability. The Trustees, to the extent permitted by applicable law, shall incur no liability in acting upon any instrument, application, notice, request, signed letter, telegram or other paper or document believed by them to be genuine and to contain a true statement of facts, and to be signed by the proper person.

Section 5.20 Reliance on Written Instruments. Any Trustee, to the extent permitted by applicable law, 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 5.21 Reliance by Others. No party dealing with the Trustees shall be obligated (a) to see the application to the stated Trust purposes, of any funds or property of the Trust Fund or (b) to see that the terms of this Trust Agreement have been complied with or (c) to inquire into the necessity or expedience of any act of the Trustees. Every instrument executed by the Trustees shall be conclusive evidence in favor of every person relying thereon (a) that at the time of the execution of said instrument, the Trust was in full force and effect, (b) that the instrument was executed in accordance with the terms and conditions of this Trust Agreement and (c) that the Trustees were duly authorized and empowered to execute the instrument.

Section 5.22 Discharge of Liability. The receipt by the Trustees for any money or property or checks (after such checks are honored at the bank and paid to the Trust Fund) shall discharge

their person or persons paying or transferring the same.

Section 5.23 Establishment of Plan. The Trustees shall formulate an 401(k) Plan for the payment of such retirement benefits, and related benefits, as are feasible. Such 401(k) Plan shall at all times comply with all applicable federal statutes and regulations and to the provisions of this Trust Agreement. The Trustees shall not be under any obligation to pay any benefit if the payment of such benefit will result in loss of the Trust Fund's tax exempt status under the then applicable Internal Revenue Code and any regulations or rulings issued pursuant thereto. Said Trustees shall draft procedures, regulations, and conditions for the operation of the 401(k) Plan, including, by way of illustration and not limitation: conditions of eligibility for Participants and Beneficiaries, procedure for claiming benefits, schedules of type and amount of benefits to be paid, and procedure for the distribution of benefits.

The Trustees may also enter into agreements with other Trustees of 401(k) plans which conform to the applicable sections of the then applicable Internal Revenue Code for purposes of tax deductions for the reciprocal payments of defined contribution benefits based upon such defined contributions payments.

Section 5.24 Amendment of Plan. The 401(k) Plan may be amended by the Trustees from time to time, provided that such amendments comply with the applicable sections of the then applicable Internal Revenue Code, all applicable federal statutes and regulations, the contract articles creating the Trust Fund, and the purposes as set forth in this Trust Agreement. Additionally and not by way of limitation, the Trustees may amend the 401(k) Plan, in futuro, or retroactively, as allowed by law, where they deem it necessary to maintain the continuation of the Trust Fund's tax exempt status or to preserve compliance with the then applicable Internal Revenue Code, applicable federal statutes, and any regulations or rulings issued with respect thereto.

Notwithstanding the foregoing, the benefit features of the 401(k) Plan (including retirement ages, distribution options, the ability to accept employer contributions and/or deferrals, etc.) may not be amended without the approval of both of the Labor and Employer Trustees from each area/jurisdiction of the participating Local Unions (*e.g., the normal retirement age may not be amended to affect participants covered by IBEW 193 unless the Union Trustee appointed by IBEW Local 193 and the Employer Trustee appointed by Springfield Division of the Illinois Chapter, NECA, both vote to approve such amendment*). The Board of Trustees acknowledges that this amendment limitation is necessary and appropriate because this 401(k) Plan has been designed based upon the plan design of each of the legacy 401(k) plans that were terminated and merged to create this 401(k) Plan.

Section 5.25 Trustee Indemnification. In the event that any suit, action or proceeding is brought against the Trust Fund or the Trustees in connection with any matter arising out of the administration of the Trust Fund or in connection with any action or omission of the Trustees, the Trust Fund shall have the power and authority to represent the Trustees or the Trust Fund, or both of them, in any suit, action or proceeding, and any loss, liability, or penalty resulting from such suit or proceeding, and the cost of defending any such suit, action, or proceeding, including attorney's fees and all other costs, shall be paid from the Trust Fund as long as the Trustees have acted in good faith and not with gross negligence, bad faith, or willful misconduct, it being the

intent to indemnify the Trustees against all honest mistakes in judgment and all acts or omissions that are not deliberate or willful violations of the duties of the Trustees or otherwise a breach of its fiduciary obligations under ERISA. The Trustees shall not be entitled to indemnity from the Trust Fund, however, in any case in which the Trustees are guilty of gross negligence, willful misconduct or a breach of its fiduciary obligations. In addition, the Trustees shall have the right to commence and prosecute in the name of the Trust Fund such suits, actions or proceedings as seem to it, in its sole discretion and judgment, necessary and proper in order to protect the interests of the Trust Fund, including but not limited to, a request for judicial settlement of its accounts, a suit for collection of delinquent Employer contributions, a suit for construction, or a bill of interpleader, and, in this connection, the Trustees shall have the same rights to indemnification concerning the prosecution of such suit as heretofore described in defending lawsuits. The Trustees may obtain and maintain insurance policies for the Trustees or any other fiduciary to cover liability or losses occurring by reason of their errors and omissions and the cost of such insurance may be paid from the Trust Fund provided such insurance shall permit recourse by the insurer against the fiduciary to the extent required by ERISA.

The terms of this Agreement to defend, indemnify, and insure the Trustee shall supersede and take precedence over any similar defense, indemnification, or insurance provisions available to the Trustee from the employer, management association, or union which appointed the Trustee respectively, and it shall be the obligation of the Trust Fund to defend, indemnify, and insure the individual Trustee irrespective of and notwithstanding the provisions of any other indemnification provisions or insurance agreements available to the Trustee.

ARTICLE VI - CONTROVERSIES AND DISPUTES

Section 6.1 Reliance on Records. In any controversy, claim, demand, suit at law or other proceeding between any Participant, Beneficiary or any other person and the Trustees, the Trustees shall be entitled to rely upon any factors appearing in the records of the Trustees, any instruments on file with the Trustees, with the Union or with the Employers, any factors certified to the Trustees by the Union or the Employers, any facts which are of public record and any other evidence pertinent to the issue involved.

Section 6.2 Submission to Trustees. All questions or controversies, of whatsoever character, arising in any manner or between any parties or person in connection with the Trust Fund or the operation thereof, whether as to any claim for any benefits preferred by any Participant, Beneficiary, or any other person, or whether as to the construction of the language or meaning of the by-laws, rules and regulations adopted by the Trustees or this instrument, or as to any writing, decision, instrument, or accounts in connection with the operation of the Trust Fund or otherwise, shall be submitted to the Trustees or, in the case of questions related to claims for benefits, to an Appeals Committee, if one has been appointed, and the decision of the Trustees or Appeals Committee shall be binding upon all persons dealing with the Trust Fund or claiming benefits thereunder.

Section 6.3 Settling Disputes. The Trustees may in their sole discretion compromise or settle any claim or controversy in such manner as they think best, and any majority decision made by the Trustees in compromise or settlement of a claim or controversy, or any compromise or settlement agreement entered into by the Trustees, shall be conclusive and binding on all parties interest in this Trust.

It is the intent of the drafters of this Plan document that the Trustees possess the discretion to determine eligibility for benefits and to construe the terms of the Trust and/or plan governing benefits. It is also the intent of the drafters of this Trust, by adopting the discretionary power specified above, that the decisions of the Trustees as to the granting or denial of benefits and the construing of terms of the Trust and benefit plan, are reviewed pursuant to an "arbitrary and capricious" standard by a reviewing court, as enunciated by the United States Supreme Court in Firestone Tire and Rubber Company et al. v. Richard Bruch, 489 U.S. 101 (Feb. 21, 1989).

ARTICLE VII - BENEFICIAL RIGHTS

Section 7.1 No Right, Title or Interest. No Employer or Union, or Employees, or Participants and their Beneficiaries shall have any right, title or interest in or to the Trust Fund or any part thereof other than as provided under the 401(k) Plan. There shall be no pro-rata or other distribution of any of the assets of the Trust Fund as a result of any Union, Employer or Group of Employees or Employers, or Participants and their Beneficiaries ceasing their participation in this Trust Fund for any purpose or reason except as required by law.

Section 7.2 Limitations. No Employee, Participant or any Beneficiary of a Participant shall have any right, title or interest in or to the Trust Fund or any part thereof, provided however, that the benefits shall be free from the interference and control of any creditor, and no benefits shall be subject to any assignment or other anticipation, nor subject to seizure or sale under any legal, equitable or any other process, and in the event that any claim or benefit shall, because of any debt incurred by or resulting from any other claim or liability against any Participant or Beneficiary, or by reason of any seizure or sale or attempted sale under any legal, equitable or other process, or in any suit or proceeding, become payable, or be liable to become payable, to any person other than the Participant or Beneficiary for whom the same is intended, as provided herein, pursuant hereto, the Trustees shall have power to withhold payment of such benefit to such Participant or Beneficiary until such assignment, transfer, encumbrance, anticipation or other disposition, writ or legal process is cancelled or withdrawn in such manner as shall be satisfactory to the Trustees. Until so cancelled or withdrawn, the Trustees shall have the right to use and apply the benefits, as the Trustees may deem best, directly for the support and maintenance of such Participant or Beneficiary.

ARTICLE VIII - TERMINATION OF TRUST

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

(a) In the event the Trust Fund shall, in the opinion of the Trustee, be inadequate to carry out the intent and purpose of this Trust Agreement, or be inadequate to meet the payments due or to become due under this Trust Agreement and under the plan of benefits to Participants and Beneficiaries already receiving benefits;

(b) In the event there are no individuals living who can qualify as Employees hereunder;

(c) In the event of termination by action of the Union and the Association;

(d) In the event of termination as may be otherwise provided by law.

Section 8.2 Procedures in Event of Termination.

(a) In the event of termination, the Trustees shall:

(1) make provision out of the Trust Fund for the payment of any and all obligation of the Trust, including expenses incurred up to the date of termination of the Trust and the expenses incidental to such termination;

(2) arrange for a final audit and report of their transactions and accounts, for the purpose of termination of their Trusteeship;

(3) give any notice and prepare and file any reports which may be required by law;

(4) distribute the remaining assets among Participants and Beneficiaries of the Plan in accordance with the Plan promulgated by them in such manner as will, in their opinion, best effectuate the purpose of the Trust, provided, however, no part of the corpus or income of the Trust shall be used for a purpose other than the exclusive benefit of the Participants and Beneficiaries, and the administrative and liquidation expenses of the Fund, or for other payments in accordance with the provisions of this Trust Agreement.

(5) notify each Employer and the insurance carrier or carriers of any policy or policies of the termination. The Trustees shall continue as Trustees for the purposes of dissolution and liquidation and may take any action with regard to any policy or policies which may be appropriate or required by the insurance carrier or carriers of such policy or policies.

ARTICLE IX - MISCELLANEOUS

Section 9.1 Law Applicable. This Trust is created and accepted in the State of Illinois and all questions pertaining to the validity or construction of this Trust Agreement and of the acts and transaction of the parties hereto shall be determined in accordance with the laws of the State of Illinois, except as to matters governed by Federal law.

Section 9.2 Savings Clause. Should any provisions of this Agreement and Declaration of Trust be held to be unlawful, or unlawful as to any persons or instance, such fact shall not adversely affect the other provisions herein contained or the application of said provisions herein contained or the application of said provision to any other person or instance, unless such illegality shall make impossible the functioning of this Fund.

Section 9.3 [Reserved].

Section 9.4 Reciprocity Agreements. The Trustees may, in their sole discretion, enter into such reciprocity agreement or agreements with other 401(k) funds as they determine to be in the best interests of the Trust Fund, provided that any such reciprocity agreement or agreements shall not be inconsistent with the terms of this Trust Agreement or the collective bargaining agreements under which this Trust Agreement is maintained.

Section 9.5 Merger. The Trustees shall have the power to merge with any other fund established of similar purposes as this Trust Fund under terms and conditions mutually agreeable to the respective Board of Trustees, subject to the approval of the Union and the Association.

Section 9.6 Refund of Contributions. In no event shall any Employer, directly or indirectly, receive any refund of contributions made by them to the Trust (except in case of a bona fide erroneous payment or overpayment of contributions, to the extent permitted by law) nor shall an employer directly or indirectly participate in the disposition of the Trust Fund or receive any benefits from the Trust Fund. Upon payment of contributions to the Trustees, all responsibilities of the Employer for each contribution shall cease, and the Employer shall have no responsibilities for the acts of the Trustees, nor shall an Employer be obliged to see to the application of any funds or property of the Trust or to see that the terms of the Trust have been complied with.

Section 9.7 Withholding Payment. In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made hereunder, the Trustees may withhold such payment until there shall have been made an adjudication of such question of dispute which, in the Trustees' sole judgment, is satisfactory to them, or until the Trustees shall have been fully protected against loss by means of such indemnification agreement or bond as they, in their sole judgment, determine to be adequate.

Section 9.8 Gender. Whenever any words are used in this Trust Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; and whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply and wherever any words are used in plural, they shall also be construed to include the singular.

Section 9.9 Amendment of Trust Agreement. The provisions of this Trust Agreement may be amended at any time by an instrument in writing executed by the Trustees, provided, however, in no event shall the Trust Fund be used for any purpose other than the purposes set forth in this Trust Agreement, and for the purposes of paying the necessary expenses incurred in the administration of this Trust.

Section 9.10 Article and Section Titles. The Article and Section titles are included solely for convenience and shall, in no event, be construed to affect or modify any part of the provisions of this Trust agreement or be construed as part thereof.

Section 9.11 Judicial Settlements. The Trustees shall be entitled, at any time, to have a judicial settlement of their accounts and to seek judicial protection by any action or proceeding they determine necessary and, further, to obtain a judicial determination or declaratory judgment as to any question of construction of this Trust Agreement or for instructions as to any action thereunder and, further, as to any question relating to the discharge of their duties and obligations under, or in connection with the administration of, this Trust and as to the distribution of assets belonging to the Trust. Any such determination, decision or judgment shall be binding upon all parties to, or claiming under, this Trust Agreement.

Section 9.12 Electronic Signature. Unless otherwise required by law or other third party, any Trustee signature required by the Fund, including, but not limited to, minutes, policies, and this Agreement, may be an original signature, a fax copy of an original signature, a scanned Portable Document Format (PDF) or similar format of an original signature, or an electronically transmitted text signature (e.g., DocuSign or similar signature platform).

ARTICLE X - VESTING OF RIGHTS

The Trustees shall establish standards for vesting of benefits which conform to no less than the minimum standards required by law. No Participant, Beneficiary, or Employee or other person shall have any vested interest or right in the Trust Fund except as provided by the Trustees in conformance with the law.

Signature Page

IN WITNESS WHEREOF, the Trustees have caused this Agreement and Declaration of Trust to be executed this 1st day of April, 2021.

UNION TRUSTEES

DocuSigned by:
Josh Sapp
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Joshua Sapp
DocuSigned by:
Mike Arbuckle
63C197920645482...
Michael P. Arbuckle
DocuSigned by:
Bob Kacich
DDF4109A70314AD...
Robert Kacich
DocuSigned by:
Neil Hervey
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Neil Hervey

EMPLOYER TRUSTEES

DocuSigned by:
Mark O'Dell
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Mark O'Dell
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Bryan Allison
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