

EMPLOYMENT PARTNERS BENEFITS FUND

AMENDED AND RESTATED
AGREEMENT AND DECLARATION OF TRUST

AS OF JANUARY 1, 2022

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| | <u>PAGE</u> |
|---|---|
| <u>PREAMBLE</u> | 1 |
| <u>ARTICLE I</u> | |
| <u>DEFINITIONS</u> | 4 |
| Section 1.1 | Act4 |
| Section 1.2 | Administrator4 |
| Section 1.3 | Beneficiary4 |
| Section 1.4 | Collective Bargaining Agreement4 |
| Section 1.5 | Employee4 |
| Section 1.6 | Employee Contribution6 |
| Section 1.7 | Employer7 |
| Section 1.8 | Employer Contributions8 |
| Section 1.9 | Employer Trustee9 |
| Section 1.10 | Fund9 |
| Section 1.11 | Investment Manager9 |
| Section 1.12 | Participant10 |
| Section 1.13 | Participation Agreement10 |
| Section 1.14 | Retiree10 |
| Section 1.15 | Trust Agreement10 |
| Section 1.16 | Trust Fund11 |
| Section 1.17 | Trustee11 |
| Section 1.18 | Union11 |
| Section 1.19 | Union Trustee12 |
| Section 1.20 | Fund Director12 |
| <u>ARTICLE II</u> | |
| <u>CREATION AND PURPOSES OF FUND</u> | 13 |
| Section 2.1 | Creation And Purposes Of Fund13 |
| <u>ARTICLE III</u> | |
| <u>BOARD OF TRUSTEES</u> | 14 |
| Section 3.1 | Number; Appointment14 |
| Section 3.2 | Employment; Term14 |
| Section 3.3 | Resignation And Removal14 |
| Section 3.4 | Successor Trustee; Appointment16 |
| Section 3.5 | Successor Trustee; Assumption Of Office ...17 |
| Section 3.6 | Acceptance Of The Trust By The Trustees ...17 |
| Section 3.7 | Limitation Of Liability Of Trustees17 |
| Section 3.8 | Office Of The Fund18 |
| Section 3.9 | Officers18 |
| Section 3.10 | Power To Act In Case Of Vacancy19 |
| Section 3.11 | Meetings; Notice19 |
| Section 3.12 | Attendance At Meetings; Minutes19 |
| Section 3.13 | Execution Of Instruments20 |

| | | |
|---------------------------|---|----|
| Section 3.14 | Quorum; Proxy; Voting; Action Without Meeting | 20 |
| Section 3.15 | Manner Of Acting In The Event Of Deadlock | 21 |
| Section 3.16 | Removal Of Trustee (Violation Of Act) | 22 |
| <u>ARTICLE IV</u> | <u>POWERS AND DUTIES OF TRUSTEES</u> | 23 |
| Section 4.1 | Conduct Of Trust Business | 23 |
| Section 4.2 | Use Of The Fund | 23 |
| Section 4.3 | Procurement Of Insurance | 25 |
| Section 4.4 | Investments | 26 |
| Section 4.5 | Deposits And Disbursements | 28 |
| Section 4.6 | Fiduciary Responsibilities; Committees | 28 |
| Section 4.7 | Administrator | 29 |
| Section 4.8 | Bylaws, Rules And Regulations | 30 |
| Section 4.9 | Additional Authority | 31 |
| Section 4.10 | Bonds | 32 |
| Section 4.11 | Insurance | 33 |
| Section 4.12 | Information To Participants and Beneficiaries | 33 |
| Section 4.13 | Accountants And Actuaries | 33 |
| Section 4.14 | Reports | 33 |
| Section 4.15 | Records Of Trustee Transactions | 34 |
| Section 4.16 | Construction And Determinations By Trustees | 34 |
| Section 4.17 | Liability | 36 |
| Section 4.18 | Reliance On Written Instruments | 36 |
| Section 4.19 | Reliance By Others | 36 |
| <u>ARTICLE V</u> | <u>CONTRIBUTIONS AND COLLECTIONS</u> | 37 |
| Section 5.1 | Payment Of Contributions | 37 |
| Section 5.2 | Receipt Of Payment And Other Property Of Trust | 38 |
| Section 5.3 | Collection And Enforcement Of Payments | 39 |
| Section 5.4 | Non-Payment Of Benefits | 41 |
| Section 5.5 | Production Of Records | 41 |
| Section 5.6 | Compliance Audit | 42 |
| Section 5.7 | Non-Payment Of Contributions By Employer | 42 |
| <u>ARTICLE VI</u> | <u>CONTROVERSIES AND DISPUTES</u> | 44 |
| Section 6.1 | Reliance On Records | 44 |
| Section 6.2 | Submission To Trustees | 44 |
| Section 6.3 | Appeal Procedure | 45 |
| Section 6.4 | Settling Of Disputes | 46 |
| <u>ARTICLE VII</u> | <u>BENEFICIAL RIGHTS</u> | 47 |
| Section 7.1 | No Rights, Title Or Interest Of Employers, Unions And Employees | 47 |
| Section 7.2 | Limitations Upon Beneficial Rights Of Employees | 47 |

| | | |
|---|---|----|
| <u>ARTICLE VIII</u> | <u>ADMISSION OF EMPLOYERS AND UNIONS</u> | 49 |
| Section 8.1 | Other Employers And Unions May Join | 49 |
| Section 8.2 | Reciprocity Agreements | 49 |
| Section 8.3 | Merger | 49 |
| <u>ARTICLE IX</u> | <u>TERMINATION OF TRUST</u> | 50 |
| Section 9.1 | Conditions Of Termination | 50 |
| Section 9.2 | Procedures In Event Of Termination | 50 |
| <u>ARTICLE X</u> | <u>MISCELLANEOUS</u> | 51 |
| Section 10.1 | Law Applicable | 51 |
| Section 10.2 | Savings Clause | 51 |
| Section 10.3 | Refund Of Contributions | 51 |
| Section 10.4 | Accounting And Judicial Settlements | 52 |
| Section 10.5 | Withholding Payment | 52 |
| Section 10.6 | Gender | 53 |
| Section 10.7 | Amendment Of Trust Agreement | 53 |
| Section 10.8 | Article And Section Titles | 54 |
| Section 10.9 | Notice | 54 |
| Section 10.10 | Protected Health Information | 55 |
| Section 10.10 | Electronic Protected Health Information ... | 59 |
| <u>EXECUTION BY TRUSTEES</u> | | 61 |

EMPLOYMENT PARTNERS BENEFITS FUND
AMENDED AND RESTATED
AGREEMENT AND DECLARATION OF TRUST

AS OF JANUARY 1, 2022

PREAMBLE

WHEREAS, this Agreement And Declaration Of Trust ("Trust Agreement") was originally made June 12, 1950, pursuant to the Labor Management Relations Act of 1947 (the "Taft-Hartley Act"), thereby creating an employee health care benefit trust fund then known as the Western Pennsylvania Teamsters and Motor Carriers Welfare Fund;

WHEREAS, the benefit fund was amended from time to time and became governed by the Employee Retirement Income Security Act of 1974 ("ERISA"), and last amended and restated as of January 1, 2000, when known as the Western Pennsylvania Teamsters and Employers Welfare Fund;

WHEREAS, effective January 1, 2022, this employee benefit trust fund, has by action of its Trustees, changed its name to EMPLOYMENT PARTNERS BENEFITS FUND ("EPB Fund");

WHEREAS, the Employer and the Union settlors intent in creation of this benefit fund is to establish a trust under which monies paid for the exclusive purpose of providing health and welfare benefits and paying all lawful expenses and have therefore designated Trustees to receive, hold, administer and disburse said monies and other properties owned by the EPB Fund, and to define the powers, duties and responsibilities of the Trustees; and,

WHEREAS, the original settlors of this Trust Agreement have delegated full authority for administration of the benefit fund and amendment of the Trust Agreement to the undersigned Union Trustees and Employer Trustees, who together with the successor Trustees and additional Trustees designated in the manner hereinafter provided are hereinafter collectively referred to as the "Trustees;" and,

WHEREAS, certain Local Unions affiliated with Joint Council No. 40, International Brotherhood Of Teamsters, Chauffeurs, Warehousemen And Helpers Of America, or other local unions otherwise recognized as labor unions under federal labor laws, have now and will hereafter have in effect agreements with certain employers requiring payments by the employers into a welfare fund for the purpose of providing and maintaining health, welfare and other benefits for certain employees of the employers; and,

WHEREAS, each such Local Union, hereinafter called "Union," and each such employer, hereinafter called "Employer," which has notice of the terms of this Trust Agreement and by course of conduct has caused this benefit fund to provide benefit coverage to employees, is deemed to accept and be bound by this Agreement And Declaration Of Trust, including all rules, procedures, and provisions hereof shall be deemed a party to this Agreement And Declaration Of Trust; and,

WHEREAS, to effect the aforesaid purpose it is desired to establish and maintain an employee benefit fund which will conform to the applicable requirements of the Taft-Hartley Act and ERISA, and qualify as a trust and as an IRC Section 501(c)(9) tax exempt trust pursuant to the 1954 Internal Revenue Code, as amended; and,

WHEREAS, it is desired by the Employer and the Union that the employee-representatives and the employer-representatives, as Trustees, shall formulate the rules and regulations comprising the qualification and benefit provisions of the benefit fund for the benefit of the employees affected by this Agreement And Declaration Of Trust; and,

NOW, THEREFORE, in consideration of the provisions and mutual promises hereinafter made, and in order to establish and provide for the maintenance of the aforesaid welfare fund to be known as the Employment Partners Benefits Fund, it is understood and agreed that the undersigned do hereby amend and restate the previously established Agreement And Declaration Of Trust, together with subsequent Amendments thereto, by adopting as a replacement thereof the following, with the understanding that the prior Agreement And Declaration Of Trust and Amendments thereto are superseded by this Amended And Restated Agreement And Declaration of Trust.

ARTICLE I

DEFINITIONS

Section 1.1. Act. The term "Act" as used herein shall mean the Employee Retirement Income Security Act of 1974, any amendments as may from time to time be made thereto and any regulations promulgated pursuant to the provisions of the said Act.

Section 1.2. Administrator. The term "Administrator" as used herein shall mean individuals, firm(s) or corporation(s), if any, appointed from time to time by the Trustees to administer the office or offices of the EPB Fund in accordance with the provisions of Section 4.7 herein. Until such time as an appointment is made, the term "Administrator" shall mean the Board of Trustees.

Section 1.3. Beneficiary. The term "Beneficiary" as used herein shall mean a person designated by a Participant or by the terms of the plan of benefits established pursuant to this Trust Agreement or by law, such as a dependent or member of the family of a Participant, who is or may become entitled to a benefit thereunder.

Section 1.4. Collective Bargaining Agreement. The term "Collective Bargaining Agreement" as used herein shall mean any written agreement between an Employer and a Union, and any supplement, amendment or continuation thereof which requires the Employer to make payments to the EPB Fund for its Employees.

Section 1.5. Employee. The term "Employee" as used herein shall mean:

(a) Any person(s) who is employed by an Employer and whose primary occupation is in a classification in a collective bargaining unit represented by a Union, and covered by a collective bargaining agreement between an Employer and a Union, which agreement sets forth conditions as to wages, hours, working conditions and fringe benefits, and the Employer agrees in writing to make regular contributions to the EPB Fund and is deemed to be bound by the terms of this Trust Agreement for all such person(s).

(b) Any person(s) who is employed by an Employer, which Employer also has Employees as defined in this Subsection (a) participating in the EPB Fund, and such person(s) is domiciled in the specified geographic area covered by the said collective bargaining agreement referred to in this Subsection A (a) but such person(s) is not covered under the said collective bargaining agreement, and the Employer agrees in writing to make regular contributions to the EPB Fund and is deemed to be bound by the terms of this Trust Agreement for all such person(s) not covered by a collective bargaining agreement.

(c) Any full-time officers and other full-time employees of Unions which represent employees of contributing Employers, and which Union agrees in writing to make regular contributions to the EPB Fund for all of its full-time officers and other full-time employees.

(d) Any full-time supervisory or other full-time employee of an employers' association, and which employers' association agrees in writing to make regular contributions to the EPB Fund and is deemed

to be bound by the terms of this Trust Agreement for all of its full-time supervisory and other full-time employees.

(e) Any full-time supervisory or other full-time employee of the EPB Fund, and the EPB Fund agrees in writing to make regular contributions to the EPB Fund and is deemed to be bound by the terms of this Trust Agreement for all of its full-time supervisory and other full-time employees.

(f) Any full-time employee of any credit union, the majority of whose members are members of a participating Union, and which agrees in writing to make regular contributions to the EPB Fund and is deemed to be bound by the terms of this Trust Agreement for all of its full-time employees.

(g) Any person(s) who is employed by an Employer, and the Employer is required to make contributions to the EPB Fund for such person(s) pursuant to a Change Of Operations Committee decision; provided, however, that the said decision has been approved by the Trustees.

(h) Any full-time employee of the Western Pennsylvania Teamsters and Employers Pension Fund and which agrees in writing to make regular contributions to the EPB Fund and is deemed to be bound by the terms of this Trust Agreement for all of its full-time employees.

Section 1.6. Employee Contributions. The term "Employee Contributions" as used herein shall mean elective payments actually made to the EPB Fund by an Employee, Participant, Beneficiary or Retiree, as provided under the Comprehensive Omnibus Budget

Reconciliation Act of 1985 ("COBRA") as permitted under the terms of the plan of benefits established pursuant to this Trust Agreement or by law. Notwithstanding language in a collective bargaining agreement which purports to allocate a portion of the required contribution to an employee, such language is deemed to be a payroll practice and is not interpreted as creating an employee obligation to contribute.

Section 1.7. Employer. The term "Employer" as used herein shall mean:

(a) Any Employer having a collective bargaining agreement with a Union, which agreement sets forth conditions as to wages, hours, working conditions and fringe benefits, including the establishment of a health and welfare plan for the benefit of its Employees, and which agrees to pay into the EPB Fund created by this Trust Agreement the contributions determined by the Trustees as provided for under this Trust Agreement, for all of its Employees who are included in the classifications in the collective bargaining units covered by the collective bargaining agreement.

(b) Any other person(s) who is employed by an Employer defined in this Subsection (a) and domiciled in the specified geographic area covered by the collective bargaining agreement referred to in this Subsection (a), and the Employer agrees in writing to make regular contributions and to be bound by the obligations of this Trust Agreement for all such person(s) who are employed by the Employer and are not covered by a collective bargaining agreement.

(c) Any Union which represents employees of contributing Employers and which agrees in writing to make regular contributions and to be bound by the obligations of this Trust Agreement for all of its employees who are eligible for the EPB Fund.

(d) Any employers association which is domiciled in Western Pennsylvania, and which represents contributing Employers and which agrees in writing to make regular contributions and to be bound by the obligations of this Trust Agreement for all of its employees who are eligible for the EPB Fund.

(e) The EPB Fund which agrees in writing to make regular contributions and to be bound by the obligations of this Trust Agreement for all of its employees who are eligible for the EPB Fund.

(f) Any credit union, the majority of whose members are members of a participating Union, and which agrees in writing to make regular contributions and to be bound by the terms of this Trust Agreement for all of its employees who are eligible for the EPB Fund.

(g) Any Employer which is required to make contributions to the EPB Fund pursuant to a Change Of Operations Committee decision; provided, however, that the said decision has been approved by the Trustees.

(h) The EPB Fund and which agrees in writing to make regular contributions and to be bound by the obligations of this Trust Agreement for all of its employees who are eligible for the EPB Fund.

Section 1.8. Employer Contributions. The term "Employer Contributions" as used herein shall mean payments required to be made to the EPB Fund by an Employer under a collective bargaining

agreement or participation agreements. Notwithstanding language in a collective bargaining agreement which purports to allocate a portion of the required contribution to an employee, such language is deemed to be a payroll practice and is not interpreted as reducing the employer's obligation to pay the full contribution as determined by the Trustees.

Section 1.9. Employer Trustee. The term "Employer Trustee" as used herein shall mean any Trustee designated to represent the Employers in accordance with the provisions of Section 3.1 herein.

Section 1.10. Fund. The terms "Fund" or "Funds" as used herein shall mean cash; credits; accounts receivable and all other assets; stocks; either common (with or without voting power) or preferred (with or without present or future voting rights in the event of the happening of a preference condition); bonds; notes; other property or securities or interests in property (real, personal or mixed) whether or not such funds meet the requirements of legal investments for trust funds in any state or jurisdiction; and any life insurance or health and accident contract or contracts issued by an insurance company, held in or forming a part of the Trust Fund.

Section 1.11. Investment Manager. The term "Investment Manager" as used herein shall mean the individuals, firm(s) or corporations, if any, appointed from time to time by the Trustees, responsible for the management, acquisition, disposition, investing and reinvesting of the assets of the EPB Fund in accordance with the provisions of Section 4.4 herein.

Section 1.12. Participant. The term "Participant" as used herein shall mean any Employee who is or may become entitled to participate in the benefits provided for in this Trust Agreement.

Section 1.13. Participation Agreement. The term "Participation Agreement" as used herein shall mean any agreement between the Employer and the EPB Fund, parties hereto, and any supplement, amendment or continuation thereof which requires the Employer to make payments to the EPB Fund for its Employees not covered under a collective bargaining agreement. The Trustees shall establish the form of the participation agreement, and any such agreement not in the form established by the Trustees shall be subject to their approval. All employers who contribute to the EPB Fund pursuant to collective bargaining agreements are considered to be participating employers and are bound by the terms of this Trust Agreement regardless of whether they have executed a Participation Agreement.

Section 1.14. Retiree. The term "Retiree" as used herein shall mean a person who is retired from employment, and under the terms of the plan of benefits established pursuant to this Trust Agreement or by law, is or may become entitled to a benefit thereunder.

Section 1.15. Trust Agreement. The terms "Agreement And Declaration of Trust" or "Trust Agreement" as used herein shall mean this instrument, including all amendments and modifications as may from time to time be made.

Section 1.16. Trust Fund. "Trust," "EPB Fund" and "Trust Fund" as used herein shall mean the entire trust estate of the Employment Partners Benefits Fund, including all contributions to the Trust Fund created hereunder received by the Trustees under the collective bargaining agreements or participation agreements and any additional contributions thereto that may hereafter be agreed upon by the parties under future collective bargaining agreements or participation agreements, or extensions thereof, and all other Employer Contributions and Employee Contributions, together with all income, increments, earnings and profits therefrom, and all other funds (as defined herein) received by the Trustees for the use, purposes and trusts set forth in this Trust Agreement and less any disbursements made in accordance with the provisions herein.

Section 1.17. Trustee. The term "Trustee" 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.

Section 1.18. Union. The term "Union" as used herein shall mean any Local Union affiliated with Joint Council No. 40 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or any other Union approved by the Trustees pursuant to Section 8.1 herein, which, at the time of reference, has a collective bargaining agreement or other such agreement approved by the Trustees in effect with an Employer.

Section 1.19. **Union Trustee.** The term "Union Trustee" as used herein shall mean any Trustee designated to represent the union in accordance with the provisions of Section 3.1 herein.

Section 1.20. **Fund Director.** The term "Fund Director" shall mean an employee and Officer of the EPB Fund appointed by the Trustees and delegated authority to perform such functions as the Trustees may delegate.

ARTICLE II

CREATION AND PURPOSES OF FUND

Section 2.1. Creation and Purposes of Fund. The EPB Fund is created, established and maintained, and the Trustees agree to receive, hold and administer the EPB Fund for the sole purpose of providing such health and welfare benefits as now are, or hereafter may be, authorized or permitted by law for Participants, Beneficiaries and Retirees, and in accordance with the provisions herein set forth.

ARTICLE III

BOARD OF TRUSTEES

Section 3.1. Number; Appointment. The EPB Fund shall be administered by ten (10) Trustees, five (5) of whom shall be Union Trustees, and five (5) of whom shall be Employer Trustees. The Employer Trustees shall consist of five (5) members appointed as provided by Section 3.4 herein. The Union Trustees shall consist of two (2) members appointed by the General Teamsters, Chauffeurs, Warehouseman and Helpers of America, Local Union No. 249, of Pittsburgh, Pennsylvania, and three (3) members appointed by Joint Council No. 40, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

Section 3.2. Employment; Term. The Trustees shall serve at the will of the appointing entity as provided in Section 3.1 herein, and they shall be reimbursed for all reasonable and necessary expenses as are properly and actually incurred by them in connection with the performance of their official duties, as permitted by law. The Union or the Employers shall select successor Trustees, as provided in Section 3.4 herein, whenever vacancies occur among the respective appointees. A vacancy shall occur whenever a Trustee resigns or when a Trustee is removed by the party which appointed that Trustee, or by reason of death or incapacity of a Trustee.

Section 3.3. Resignation And Removal.

(a) 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

entity by whom he was appointed, or such shorter notice as the remaining Trustees, in their sole discretion, 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.

(b) Any Union Trustee may be removed from office at any time by action of the entity which has the power to appoint a successor Trustee, and written notice of such action shall be delivered to the Chairman and Secretary of the Trustees. Any Employer Trustee may be removed from office at any time by action of three other Employer Trustees, and written notice of such action shall be delivered to the Chairman and the Secretary of the Trustees and to the Employers. The said written notice shall provide that the removed Trustee shall be considered removed effective at the expiration of thirty (30) days from the date of such notice, unless at least thirty (30%) percent of the Employers express objection, in writing, to the removal of the Trustee within the thirty (30) day period. If at least thirty (30%) percent of the Employers express objection, in writing, to the removal, such Trustee shall continue to serve.

(c) Any Trustee who resigns or is removed from office shall forthwith return to the Chairman or Secretary, at the EPB Fund's office, any and all records, books, documents, monies and other

property in his possession or under his control which belong to the EPB Fund and which were received by him in his capacity as a Trustee.

Section 3.4. Successor Trustee; Appointment.

(a) If any Trustee shall die, become incapable of acting hereunder, resign, or be removed, a successor Trustee shall be appointed by the entity with the power to appoint such Trustee as provided in Section 3.4(b) and (c) herein. Such appointment shall be in writing and be delivered to the Chairman and Secretary of the Trustees. It is the intention hereof that the EPB Fund shall at all times be administered by an equal number of Employer Trustees and Union Trustees. In the event of a vacancy, Employer Trustees and Union Trustees shall have equal voting strength, which may be accomplished by direct or implied proxies. The written appointment shall state the term, if any, during which the Trustee is to serve, consistent with Section 3.2 herein.

(b) When a vacancy occurs as a result of death, incapacity, resignation or removal of an Employer Trustee, the successor Trustee shall be appointed by the Employers as defined in Section 1.7 herein, but excluding any Union Employer as defined in Section 1.7(c) herein and the EPB Fund as defined in Section 1.7(e) herein, by a written notice setting forth the name of the nominee Trustee selected by the remaining Employer Trustees. The said written notice shall provide that the nominee Trustee shall be considered appointed at the expiration of thirty (30) days from the date of such notice unless at least thirty (30%) percent of the Employers express objection, in writing, to the appointment of the nominee Trustee within the

thirty (30) day period. If at least thirty (30%) percent of the Employers express objection, in writing, to such nominee Trustee, a subsequent nominee Trustee shall be selected by the remaining Employer Trustees and the same procedure followed until a nominee Trustee is considered appointed.

(c) When a vacancy occurs as a result of death, incapacity, resignation or removal of a Union Trustee, the successor Trustee shall be appointed by the Union as provided in Section 3.1 herein.

Section 3.5. 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 3.6 herein, become vested with all of 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 3.6. Acceptance Of The Trust By The 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 EPB Fund as provided herein. Such written acceptance shall be maintained by the EPB Fund Office, which shall notify the remaining Trustees of the receipt of such acceptance.

Section 3.7. Limitation Of Liability Of Trustees. To the extent permitted by law, no successor Trustees shall in any way be liable or responsible for anything done or committed in the

administration of the EPB Fund prior to the date he became a Trustee and a Trustee shall not be liable for the acts or omissions of any administrator, director, employee, investment manager, attorney, enrolled actuary, independent qualified public accountant, or other consultant, agent or assistant employed by them in pursuance of this Trust Agreement, if such administrator, director, employee, investment manager, attorney, enrolled actuary, independent qualified public accountant, or other consultant, 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.

Section 3.8. Office Of The Fund. The principal office of the EPB Fund shall, so long as such location is feasible, be located and maintained in the County of Allegheny, Pennsylvania. The location of the principal office shall be made known to the parties interested in the EPB Fund. At such office, and at such other places as may be required by law, there shall be maintained the books and records pertaining to the EPB Fund and its administration.

Section 3.9. Officers. The Trustees may appoint an employee to serve as the Fund Director who shall have authority to perform such functions as the Trustees may delegate. The Trustees shall elect from among themselves a Chairman and a Secretary to serve for a term of one (1) year commencing with such selection. When the Chairman is elected from the Employer Trustees, then the Secretary shall be elected from the Union Trustees; and when the Chairman is elected from the Union Trustees, then the Secretary shall be elected

from the Employer Trustees. At each election, the Chairmanship shall alternate, insofar as practicable or desirable, between the Employer Trustees and the Union Trustees. The Secretary, 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 shall preside at all meetings of the Trustees. In his absence, the Secretary shall preside and shall appoint an Acting Secretary for the meeting. If both the Chairman and the Secretary are absent, the Trustees in attendance, if a quorum is present, shall appoint an Acting Chairman and an Acting Secretary.

Section 3.10. 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 EPB Fund notwithstanding the existence of such vacancy or vacancies.

Section 3.11. Meetings; Notice. The Trustees shall meet at such times as they deem it necessary to transact their business. The Chairman or the Secretary of the Trustees may, and upon the written request of any two (2) Trustees, call a meeting of the Trustees at any time by giving at least seven (7) days' written notice. A meeting of the Trustees may be held at any time without notice if all of the Trustees consent thereto in writing.

Section 3.12. 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 so to do, and as may be otherwise required by law. Attendance and voting at a meeting of the Trustees via telephone or via video conference shall be considered the same as attending the meeting in person. 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. Such minutes shall be approved by the signature of the Secretary or Acting Secretary.

Section 3.13. Execution Of Instruments. Any instrument in writing authorized in the ordinary course of business by the Trustees may be executed on behalf of the Trustees by the signatures of one (1) authorized Employer Trustee and one (1) authorized Union Trustee, or by the Fund Director or a person designated by the Trustees for such purpose, and all persons, partnerships, corporations and associations may rely upon the fact that such instrument has been duly authorized. Any other instrument in writing shall be signed by all of the Trustees except as otherwise provided in Section 4.1 herein.

Section 3.14. Quorum; Proxy; Voting; Action Without Meeting.

(a) A majority of the Trustees in person, participating via telephone or video conference, or by proxy, at any meeting shall constitute a quorum for the transaction of business.

(b) A Trustee may vote more than one (1) proxy at any meeting, but shall vote only the proxy votes of an absentee Trustee appointed by the same appointing power.

(c) 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; provided, however, that at all meetings, the Union Trustees and the Employer Trustees shall have equal voting strength, irrespective of whether one group of Trustees has more Trustees present in person and/or represented by proxy at the meeting than the other group of Trustees. The Trustees must cast their votes in person, via telephone or video conference, or via proxy. Each Trustee shall have one (1) vote in person and may vote proxy votes as hereinbefore provided.

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

Section 3.15. Manner Of Acting In The Event Of Deadlock.

(a) In the event of a deadlock arising, the Trustees may agree 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 period of time, then, either group of Trustees, or, in their failure to act, any Trustee, may petition the United States District Court for the Western District of Pennsylvania to 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, reporter fees and Trustees' attorney fees, incidental to any proceedings instituted to break a deadlock shall be paid by the EPB Fund.

(b) 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 bylaws 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 or participation 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 or participation agreements, and such impartial umpire's review shall be limited to the issues out of which the deadlock arose.

Section 3.16. Removal Of Trustee (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 removal shall be filled in accordance with Section 3.4 herein.

ARTICLE IV

POWERS AND DUTIES OF TRUSTEES

Section 4.1. Conduct Of Trust Business. The Trustees shall have general supervision of the operation of this Health and Welfare Fund and shall conduct the business and activities of the EPB Fund in accordance with this Trust Agreement and applicable law. The Trustees shall hold, manage and protect the EPB Fund and collect the income therefrom and contributions thereto. The Trustees may, in the course of conducting the ordinary business of the EPB Fund, execute all instruments in the name of the Employment Partners Benefits Fund, which instruments shall be signed by at least one (1) authorized Employer Trustee and one (1) authorized Union Trustee as provided in Section 3.13 herein. The Trustees may delegate to the Administrator, or the Fund Director, the power to execute documents in the ordinary course of business, as determined by the Trustees in their sole discretion, in the name of the EPB Fund. All other instruments shall be signed by all of the Trustees.

Section 4.2. Use Of The Fund. The Trustees shall have the power and authority to use and apply the Trust Fund for the following purposes:

(a) To pay or provide for the payment of all reasonable and necessary expenses (i) of collecting the Employer and Employee contributions and payments and other monies and property to which they may be entitled; (ii) of administering the affairs of the EPB Fund, 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; and (iii) of reimbursement for expenses and the payment of allowances properly and actually incurred in the performance of their duties with the EPB Fund, as permitted by law including, without limitation, attendance at meetings and other functions of the Board of Trustees or its committees or while on the business of the Board of Trustees, and attendance at institutes, seminars, conferences or workshops for or on behalf of the EPB Fund.

(b) To provide health and welfare and related benefits to eligible Participants, Beneficiaries and Retirees in accordance with a plan of benefits provided through policies of insurance or other health programs and facilities in accordance with Section 4.3 herein or established and administered as provided this Subsection (e).

Such health and welfare and related benefits shall be limited to those which can be financed from the Trust Fund after payment of authorized and accrued expenses. The said plan of benefits, and the procedures required to implement the said plan, shall be stated and described from time to time in appropriate Summary Plan Descriptions.

(c) To establish and accumulate such reserve funds as the Trustees, in their sole discretion, deem necessary and desirable for the proper execution of the Trust herein created.

(d) To pay all other proper and necessary expenses incurred by any Trustee not specified above, including the cost of defense

in litigation arising out of the Trusteeship of the EPB Fund, to the extent permitted by law.

(e) To provide for a plan of payment of authorized benefits out of the EPB Fund itself; provided, however, that such payments can be legally made and that the same are in full compliance with all statutory and legal requirements.

(f) To pay or provide for the payment of premiums on the contracts or policies of insurance provided in Section 4.3 herein, which contracts or policies of insurance may be contracted for in the name of and issued to the Trustees, or to the EPB Fund, as they may determine.

Section 4.3. Procurement Of Insurance. The Trustees are expressly authorized to either self-insure coverage or negotiate for, obtain and maintain policies of group life, group accident, group health and group disability insurance, including group hospital, medical and surgical insurance or such other insurance coverage as may be determined by the Trustees, by an insurance company or companies licensed to transact business in the Commonwealth of Pennsylvania of such benefits as now or hereafter may be authorized or permitted by law and as the Trustees may, in their sole discretion, determine. Such policies of insurance shall be in such forms and in such amounts and may contain such provisions and be subject to such limitations and conditions as the Trustees, in their sole discretion, may from time to time determine and shall cover such Participants; Beneficiaries and Retirees as the Trustees, in their sole discretion, and pursuant to the provisions hereof, shall from

time to time determine eligible for benefits as herein provided.

The Trustees may exercise all rights and privileges granted to the policyholder by the provisions of each contract or policy of insurance, and may agree with the insurance carrier to any alteration, modification or amendment of such contract or policy, and the insurance provided thereunder. which they, in their sole discretion, may deem necessary or advisable and such insurance carrier shall not be required to inquire into the authority of the Trustees with regard to any dealings in connection with such contract or policy. The Trustees are expressly authorized to establish and maintain a plan or plans to provide any and all of the health and welfare benefits, as the Trustees in their sole discretion may determine, directly out of the EPB Fund in accordance and upon compliance with Section 4.2(e) herein, in lieu of, or in combination with, coverage provided by an insurance carrier or carriers.

Section 4.4. 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 by employee health and welfare trust funds, not limited, however, by any limitation restricting investments in common stocks to a percentage of the EPB Fund or to a percentage of the total market value of the EPB Fund. The Trustees may sell, exchange or otherwise dispose of such investments at any time and, from time to time, as

provided in Section 4.9(f) herein and the Act. The Trustees shall also have the 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, where such an investment appears to the Trustees, in their sole discretion and consistent with their fiduciary obligations, to be in the best interest of the EPB Fund and its Participants, Beneficiaries and Retirees, judged by then prevailing business conditions and standards and the applicable provisions of the Act. The Trustees shall have the authority, in respect to any stocks, bonds or other property, real or personal, held by them as Trustees, to exercise all such rights, powers and privileges as might be lawfully exercised by any person owning similar stocks, bonds or other property in his own right pursuant to the Act.

(b) The Trustees may retain an Investment Advisor, who acknowledges it serves as an ERISA fiduciary, whose function is to monitor investment performance and to recommend retention or termination of Investment Managers. The Trustees shall have the power and authority to appoint one (1) or more Investment Managers, who acknowledge they serve as ERISA fiduciaries, as defined in the Act, who shall be responsible for the management, acquisition, disposition, investing and reinvesting of such of the assets of the EPB Fund as the Trustees shall specify. These responsibilities shall be provided for by the Trustees by written agreement, and the Investment Manager shall indicate acceptance of these

responsibilities in writing and such appointment may be terminated by the Trustees upon thirty (30) days' written notice. The fees of such Investment Manager, and its expenses, to the extent permitted by law, shall be paid out of the Trust Fund.

(c) In connection with any allocation or delegation of investment functions under this Subsection (b), the Trustees may, from time to time, adopt appropriate investment policies or guidelines.

Section 4.5. 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 EPB Fund in the manner designated by the Trustees and upon the signatures of the persons designated and authorized by the Trustees or by the Investment Manager appointed in accordance with Section 4.4 herein.

Section 4.6. Fiduciary Responsibilities; Committees.

(a) The Trustees may, by resolution or bylaw or by provisions of this Trust Agreement, allocate fiduciary responsibilities to committees or subcommittees of the Board of Trustees. The Trustees may delegate such fiduciary responsibilities and duties to other individuals as they may deem appropriate or necessary in their sole discretion and consistent with the Act, and such delegation shall be by written agreement, which shall specify the delegated responsibilities. Such individuals shall indicate acceptance of these responsibilities in writing.

(b) Each committee shall consist of an equal number of Employer and Union Trustees. A quorum of a committee shall be as provided in Section 3.14 herein. If the Union Trustees and/or the Employer Trustees, respectively, nominate a Trustee of their group for membership on any committee, the Chairman shall appoint such nominee in filling any vacancy. Appointment as a member of any committee shall be communicated to the appointee by the Administrator in writing. Any resignation of a committee member shall be submitted, in writing, to the Administrator who shall promptly notify the Chairman thereof.

(c) Any appointed member of any committee may be removed from membership in such committee by the group of Trustees appointing him at any time for any reason.

Section 4.7. Administrator. The Trustees may delegate some or all of the administrative functions listed below to a Fund Director, or employ or contract for the services of one or more individuals, firm(s) or corporations, to be known as the "Administrator(s)", who shall, under the direction of the Trustees or under the direction of any appropriate committee of the Trustees, administer some or all of the functions of the Fund Office or offices of the EPB Fund and of the Trustees; coordinate and administer the accounting, bookkeeping and clerical services; provide for the coordination of actuarial services furnished by the enrolled actuary and other consultants; prepare, in cooperation where appropriate with the enrolled actuary, the independent qualified public accountant and other consultants, all reports and other documents

to be prepared, filed or disseminated by or on behalf of the EPB Fund in accordance with law; assist in the collection of contributions required to be paid to the Trust Fund by Employers or Employees, Participants, Beneficiaries or Retirees; execute routine documents in the ordinary course of business on behalf of the EPB Fund as authorized by the Trustees pursuant to the provisions of Section 4.1 herein; and perform such other duties and furnish such other services as may be assigned, delegated or directed or as may be contracted by or on behalf of the Trustees, including claims administration for benefit plans, benefit payments, claim appeals and participant communications. The Administrator shall be the custodian on behalf of the Trustees of all documents and other records of the Trustees and of the EPB Fund. The responsibilities of the Administrator shall be provided for by the Trustees by written agreement, and the Administrator shall indicate acceptance of these responsibilities in writing. Such appointment may be terminated by the Trustees upon thirty (30) days' written notice.

Section 4.8. Bylaws, Rules And Regulations.

(a) The Trustees are hereby empowered and authorized to adopt bylaws and to promulgate any and all necessary rules and regulations, including appropriate Summary Plan Descriptions, which they deem necessary or desirable to facilitate the proper administration of the EPB Fund, provided the same are not inconsistent with the terms of this Trust Agreement. All bylaws, rules and regulations adopted by the action of the Trustees shall be binding upon all parties

hereto, all parties dealing with the EPB Fund, and all persons claiming any benefits hereunder.

(b) No bylaw, regulation, rule, action or determination made or adopted by the Trustees, nor any decision or determination made by any impartial umpire appointed pursuant to Section 3.15 herein, shall in any manner conflict or be inconsistent (1) with any provision of an applicable current collective bargaining agreement in effect, or which may be made between the Employers and the Union, or any provision of an applicable current participation agreement between the Employers and the Trustees, provided that the provisions of such collective bargaining agreement or participation agreement are not inconsistent with any provision of this Trust Agreement, in which case, the terms of the Trust Agreement shall govern; (2) with this Trust Agreement; and (3) with any applicable Federal, State or local law.

Section 4.9. Additional Authority. The Trustees are hereby empowered, in addition to such other powers as are set forth herein or conferred by law to use and apply the EPB Fund for the following purposes:

(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 EPB Fund. and to do all acts as they, in their sole 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, Beneficiaries and Retirees involved.

(b) To keep property and securities registered in the names of the Trustees or of the EPB 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 EPB Fund such reasonable reserve funds as the Trustees, in their sole discretion, deem necessary or desirable to carry out the purposes of the EPB Fund.

(d) To pay out of the EPB 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 EPB 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, in their sole discretion, may deem necessary or 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 EPB Fund upon such terms as they, in their sole discretion, may deem proper, and to execute and deliver any and all instruments of conveyance, lease, mortgage and transfer in connection therewith.

Section 4.10. Bonds. The Trustees shall obtain from an authorized surety company such bonds as may be required by law, including fidelity bonds, covering such persons and in such amounts, but not less than required by law, as the Trustees, in their sole discretion, may determine. The cost of premiums for such bonds shall be paid out of the EPB Fund.

Section 4.11. Insurance. The Trustees may, in their sole discretion, obtain and maintain policies of insurance, including fiduciary liability insurance, to the extent permitted by law, to insure themselves, the EPB Fund as such, as well as employees or agents of the Trustees and of the EPB Fund, while engaged in business and related activities for and on behalf of the EPB Fund (a) with respect to liability to others as a result of acts, errors or omissions of such Trustee or Trustees, employees or agents, respectively, provided such insurance policy shall provide recourse by the insurer against the Trustees as may be required by law; and (b) with respect to injuries received or caused by such Trustee or Trustees, employees or agents, or property damage suffered or caused by such Trustee or Trustees, employees or agents. To the extent permitted by law, the cost of the premiums for such policies of insurance shall be paid out of the Trust Fund.

Section 4.12. Information To Participants And Beneficiaries. The Trustees shall provide Participants, Beneficiaries and Retirees such information as may be required by law.

Section 4.13. Accountants And Actuaries. The Trustees may engage one (1) or more independent qualified public accountants and one (1) or more enrolled actuaries or other such consultants to perform all services as may be required by applicable law and such other services as the Trustees may deem necessary.

Section 4.14. Reports. All reports required by law to be signed by one (1) or more Trustees shall be signed by all of the Trustees, provided that all of the Trustees may appoint in writing,

or by resolution adopted, two (2) or more of their members to sign such report on behalf of the Trustees, one (1) of whom shall be a Union Trustee and one (1) of whom shall be an Employer Trustee.

Section 4.15. 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 an independent qualified public accountant. A copy of each audit report shall be furnished to each Trustee with reasonable promptness after completion and shall be made a part of the record and shall be available for inspection by interested persons at the office of the EPB Fund, and a copy of the said report shall be delivered to each Trustee.

Section 4.16. Construction And Determinations By Trustees.

(a) Subject to the stated purposes of the EPB Fund and the provisions of this Trust Agreement, the Trustees shall have full and exclusive discretionary authority to determine all questions or controversies of whatsoever character arising in any manner or between any parties or persons in connection with the EPB Fund or the operation thereof, whether as to any claim of coverage and eligibility, methods of providing or arranging for benefits, construction of the provisions of this Trust Agreement and the terms used herein, the plan of benefits, or the bylaws, regulations and the Summary Plan Descriptions issued thereunder, or as to any writing, decision, instrument or accounts in connection with the operation of the EPB Fund or otherwise. Such questions or

controversies shall be submitted to the Trustees, or where Trustee responsibility has been delegated to others, to such persons, for decision. The Trustees, or where Trustee responsibility has been delegated to others, such other person, shall, subject to the requirements of law, be the sole judges of the standard of proof required in any case and the application and interpretation of this Trust Agreement, and the decisions of the Trustees or their delegates shall be final and binding.

(b) In the event that any Participant, Beneficiary, or Retiree who applies for benefits under this Trust Agreement is adversely affected by any action of the Trustees, no lawsuit or other action may be filed by the said Participant, Beneficiary or Retiree until the matter is submitted for review under the appeal procedures provided in Section 6.3 herein and as provided in the Act. The decision on review shall be binding upon all persons dealing with the EPB Fund or claiming any benefits hereunder, except to the extent that such decision may be determined to be arbitrary or capricious by a court or arbitrator having jurisdiction over such matter.

(c) No matter in respect to 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 Employers and the Union; provided, however, that this Section shall not affect the rights and liabilities of any of the parties under any of such collective bargaining agreements.

Section 4.17. 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 4.18. 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 4.19. 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 EPB Fund; or (b) to see that the terms of this Trust Agreement have been complied with; or (c) to inquire into the necessity or expediency of any act of the Trustees. Every instrument executed by the Trustees as provided herein shall be conclusive evidence in favor of every person relying thereon (a) that at the time of the execution of the 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.

ARTICLE V

CONTRIBUTIONS AND COLLECTIONS

Section 5.1. Payment Of Contributions.

(a) Each Employer shall make prompt contributions or payments to the EPB Fund in such amount, as determined by the Trustees, and under the terms specified by the rules and regulations of the Trustees, for employee classifications specified in the applicable collective bargaining agreements or participation agreements in effect from time to time between the Employer or its bargaining representative, the Union, or the EPB Fund. The Employer agrees that such contributions shall constitute an absolute obligation to the EPB Fund, and such obligation shall not be subject to set-off or counterclaim which the Employer may have for any liability of the Union or of an Employee. Each Employer, at the time of payment, of required contributions, shall provide to the Union representative a copy of the notated monthly billing statement submitted to the EPB Fund.

(b) Each Employee, Participant, Beneficiary or Retiree required to make Employee Contributions shall make such contributions in a prompt manner to the EPB Fund in such amount and under the terms stated in the applicable plan of benefits established pursuant to this Trust Agreement. Such Employee, Participant, Beneficiary or Retiree agrees that such contributions shall constitute an absolute obligation to the EPB Fund, and such obligation shall not be subject to set-off or counterclaim which

the Employee, Participant, Beneficiary or Retiree may have for any liability of the Union or of an Employer.

(c) Contributions to the EPB Fund shall be paid to the Trustees or to such depository as the Trustees shall designate, only by check, bank draft, money order, electronic funds transfer or other recognized written method of transmitting money or its equivalent, made payable to the order of the Employment Partners Benefits Fund. The payment of contributions shall be made by the 20th of each month or periodically at such times as the Trustees shall specify by rules and regulations.

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

Section 5.2. 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 4.7 herein, are hereby designated as the persons to receive the payments heretofore or hereafter made to the EPB Fund by the Employers or Employees, Participants, Beneficiaries or Retirees. The Trustees are hereby vested with all right, title and interest in and to such monies and all interest which may be accrued thereon, and are authorized to receive and be paid the same.

Section 5.3. Collection And Enforcement Of Payments.

(a) The Trustees, or such other person or entity designated in accordance with Section 4.7 herein, and when directed by the Board of Trustees, shall have the power to demand, collect and receive Employer Contributions, Employee Contributions, 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. The Trustees, in their sole discretion, may take such steps, including the termination of coverage under the EPB Fund of an Employee, Participant, Beneficiary or Retiree who fails to make required Employee Contributions, or the termination of coverage under the EPB Fund of an Employee, Participant, Beneficiary or Retiree for whom an Employer fails to make the required Employer Contributions, or 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 EPB Fund for the purpose of collecting such contributions, payments, money and property, without prejudice, however, to the rights of the Union to take whatever steps it deems necessary and wishes to undertake for such purposes. To the extent permitted by law, the cost of such legal or administrative proceedings incurred by the EPB Fund shall be paid out of the Trust Fund.

(b) In the event of the failure to pay Employer Contributions or Employee Contributions when due and payable, the Employer or Employee, Participant, Beneficiary, or Retiree, respectively, shall

be considered delinquent and in breach of this Trust Agreement, and shall be subject to the provisions of the Act pertinent to the collection of delinquent contributions. The Trustees may require the payment of delinquent contributions, and interest and liquidated damages in the amounts determined by the Trustees in their sole discretion, for each such failure to pay in full within the time provided, and of other costs and expenses and interest, such as without limitation, attorneys fees, filing fees and costs of service of papers, incurred by the Trustees and lawful under the Act and arising out of the collection of such delinquent contributions.

(c) If an Employer shall fail to pay Employer Contributions when due and payable, and is in default for five (5) days, the Employer shall be considered delinquent and in breach of this Trust Agreement, and shall be subject to the provisions of the Act pertinent to the collection of delinquent contributions. Such delinquent Employer shall be required to pay as liquidated damages an amount equal to twenty (20%) percent of the total principal amount of the delinquency, or such other amount as the Trustees, in their sole discretion, may determine. In addition, such delinquent Employer shall be liable for the Trustees' reasonable expenses, including reasonable attorneys' fees and expenses actually incurred, interest at the rate of eight (8%) percent per annum, or such other rate as the Trustees may establish by rules and regulations, audit fees, court costs and other disbursements incurred in the collection of such delinquent Employer's Contributions.

Section 5.4. Non-Payment Of Benefits. To the extent permissible by law, the Trustees may, in their sole discretion, by rules and regulations or by other means, provide that no benefits will be payable to Participants, Beneficiaries, or Retirees during any period in which the Employer has failed to pay contributions when due, and benefits of such Participants, Beneficiaries, or Retirees may be terminated involuntarily if an Employer is delinquent in remitting contributions, liquidated damages, interest or other accrued costs and expenses to the EPB Fund. The Trustees may withhold processing any claim of a Participant, Beneficiary, or Retiree for benefits when the Employer is delinquent in the payment of contributions, liquidated damages, interest or other accrued costs and expenses. If an Employer enters into a state or federal bankruptcy, insolvency or receivership proceeding, and subsequently fails to adopt the pertinent portion of the collective bargaining agreement concerning contributions to the EPB Fund, benefit coverage of the Employer's Participants, Beneficiaries or Retirees shall be terminated involuntarily.

Section 5.5. Production Of Records. Notwithstanding the provisions of Section 5.6 herein, each Employer shall promptly furnish to the Trustees, on demand, the names of its Employees, their Social Security numbers, the hours worked and the initial date of employment of each Employee, and such other payroll records and information as the Trustees may reasonably require in connection with the administration of the EPB Fund and the undertaking of a compliance audit pursuant to Section 5.6 herein, and for no other

purpose. Each Employer shall also submit in writing to the Trustees, at such regular periodic intervals and in such form as the Trustees may establish, such of the above data as may be requested by the Trustees. The Trustees and the insurance carrier, when so authorized by 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 EPB Fund and of the contracts or policies of insurance. The Union shall, upon the request of the Trustees, promptly furnish information in respect to an Employee's employment status.

Section 5.6. Compliance Audit. The Trustees, at their sole discretion, may institute such compliance audit programs as required by law, providing for the audit of each Employer, and the Trustees, or their representatives, shall have the right to examine and make copies of all or any part of the books and records of any Employer, including without limitation, ledgers, contracts, tax returns or reports and any other book or record which the Trustees deem necessary or desirable in connection with such compliance audit. The Trustees may take or institute such legal or administrative proceedings against Employers who refuse to permit such a compliance audit, and may require the payment of audit fees, attorneys' fees, interest and other costs arising out of such proceedings.

Section 5.7. Non-Payment Of Contributions By Employer. Non-payment, or non-conforming payment of contributions by any

Employer, shall not relieve any other Employer from its obligation to make required payments to the EPB Fund.

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, Retiree or any other person and the Trustees, the Trustee shall be entitled to rely upon any facts appearing in the records of the Trustees, any facts 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. As provided in Section 4.16 herein, all questions or controversies, of whatsoever character, arising in any manner or between any parties or persons in connection with the EPB Fund or the operation thereof, whether as to any claim for any benefits preferred by any Participant, Beneficiary, Retiree or any other person, or whether as to the construction of the language or meaning of the bylaws, rules and regulations adopted by the Trustees or this Trust Agreement, or as to any writing, decision, instrument or accounts in connection with the operation of the EPB Fund or otherwise, shall be submitted to the Trustees, or where Trustee responsibility has been delegated to a claims administrator or others, to such other persons for decision. Discretionary authority is granted to the Trustees, or their claims administrator, to interpret the terms of coverage and determine the facts, and render a decision. The decision of the Trustees or their delegates shall be binding upon all persons dealing with the EPB Fund or claiming benefits thereunder. In the event

that any Participant, Beneficiary or Retiree who applies for benefits under the EPB Fund is adversely affected by any action of the Trustees, no lawsuit or other action may be filed by said Participant, Beneficiary or Retiree until the matter is submitted for review under the appeal procedures provided in Section 6.3 herein and as provided by the Act. If the decision is challenged in a lawsuit, the decision is to be reviewed under a heightened "abuse of discretion" standard.

Section 6.3. Appeal Procedure.

(a) Any Participant, Beneficiary or Retiree who applies for benefits under this Trust Agreement and receives an adverse benefit determination or who believes he did not receive the full amount of benefits to which he is entitled, or who is otherwise adversely affected by any action of the Trustees, shall have the right, as provided in the Act, or applicable regulations, and by such procedures as shall be established by the Trustees and/or the Claims Administrator, to request an appeal with the Claims Administrator and/or the Board of Trustees. If appeal comes before the Trustees, the Board or a designated Hearing Panel (to be composed of at least two (2) Trustees, one (1) of whom shall be a Union Trustee and one (1) of whom shall be an Employer Trustee) shall conduct a hearing in the matter, provided that the Participant, Beneficiary or Retiree makes such a request, in writing, within sixty (60) days after being apprised of, or learning of, the Board of Trustees' action.

(b) The Claims Administrator or Hearing Panel shall then conduct a hearing, at which the Participant, Beneficiary or Retiree shall be entitled to present his position and any evidence in support

thereof. The Participant, Beneficiary or Retiree may be represented at any such hearing by an attorney or by any other representative of his choosing at the Participant's, Beneficiary's or Retiree's own expense. Thereafter, the Claims Administrator or the Trustees, in exercise of their discretionary authority to adjudicate the facts and interpret the terms of the plan, shall issue a written decision within sixty (60) days after such hearing affirming, modifying or setting aside their former action, as provided in the Act.

(c) As provided in Section 4.16 herein, the decision on review shall be binding upon all persons dealing with the EPB Fund or claiming any benefit hereunder, except to the extent that such decision is challenged in a court or arbitrator having jurisdiction over the matter.

Section 6.4. Settling Of Disputes. The Trustees may, in their sole discretion, compromise or settle any claim or controversy in any such manner as they determine appropriate and in accordance with the applicable provisions of law. Any majority decision made by the Trustees in compromise or settlement of the claim or controversy, or any compromise or settlement agreement entered into by the Trustees, shall be conclusive and binding on all parties interested in the EPB Fund.

ARTICLE VII

BENEFICIAL RIGHTS

Section 7.1. No Rights, Title Or Interest Of Employers, Unions And Employees. No Employer, Union, Employees, or Participants, Beneficiaries, or Retirees shall have any right, title or interest in or to the EPB Fund or any part thereof.

Section 7.2. Limitations Upon Beneficial Rights Of Employees. No Employee, Participant, Beneficiary or Retiree, or any other person, shall have any right, title or interest in or to the EPB Fund or any part thereof; provided, however, that any Participant, Beneficiary or Retiree who shall be covered by an insurance plan, shall be entitled to the benefits in the forms and amounts and subject to the terms and conditions of such insurance plan and of this Trust Agreement; provided, further, 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 to 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, Beneficiary or Retiree, by reason of any sale, assignment, transfer, encumbrance, anticipation or other disposition made or attempted by said Participant, Beneficiary or Retiree, 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, Beneficiary or

Retiree for whom the same is intended, as provided herein, pursuant hereto, the Trustees, in their sole discretion, may withhold payment of such benefit to such Participant, Beneficiary or Retiree 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, in their sole discretion, may deem best, directly for the support and maintenance of such Participant, Beneficiary or Retiree. Notwithstanding any provisions contained in this Section to the contrary, unless expressly agreed to by the Trustees, or the Claims Administrator, any Participant, Beneficiary or Retiree may not assign their right to dispute allowed plan benefits to a health care provider. The only exception to this Section shall be a benefit payable pursuant to a Qualified Domestic Relations Order under the terms and conditions provided in the Act.

ARTICLE VIII

ADMISSION OF EMPLOYERS AND UNIONS

Section 8.1. Other Employers And Unions May Join. Employers and Unions may provide for coverage of eligible employees under a written agreement, conditioned upon such participation in the plan being accepted by the Trustees, subject to such conditions as the Trustees, in their sole discretion, may provide in their regulations or otherwise.

Section 8.2. Reciprocity Agreements. The Trustees, in their sole discretion, may enter into such reciprocity agreement or agreements with other health and welfare funds as they determine to be in the best interests of the EPB 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 or participation agreements under which this Trust Agreement is maintained or to the applicable provisions of the Act.

Section 8.3. Merger. The Trustees shall have the power to merge with any other fund established for similar purposes as the EPB Fund under terms and conditions mutually agreeable to the respective Boards of Trustees and the applicable provisions of the Act.

ARTICLE IX

TERMINATION OF TRUST

Section 9.1. Conditions Of Termination. This Trust Agreement shall cease and terminate upon the happening of any one or more of the following events:

(a) In the event the EPB Fund shall, in the opinion of the Trustees, be inadequate to carry out the intent and purposes 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, Beneficiaries and Retirees already receiving benefits; or

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

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

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

Section 9.2. Procedures In Event Of Termination. In the event of final termination, the Trustees shall make provision out of the EPB Fund for the payment of expenses incurred up to the date of termination of the Trust and the expenses incidental to such termination and distribute the remaining assets in accordance with the applicable provisions of this Trust Agreement and the Act.

ARTICLE X

MISCELLANEOUS

Section 10.1. Law Applicable. This Trust is created and accepted in the Commonwealth of Pennsylvania and all issues pertaining to the validity or construction of this Trust Agreement and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the Commonwealth of Pennsylvania, except as to matters governed by Federal law.

Section 10.2. Savings Clause. In the event any provision of this Trust Agreement is held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely affect the other provisions herein contained or the application of the said provisions to any other person or instance, unless such illegality shall make impossible the functioning of the EPB Fund.

Section 10.3. Refund Of Contributions. In no event shall any Employer or Employee, Participant, Beneficiary or Retiree, directly or indirectly, receive any refund on contributions made by them to the EPB Fund, except upon written request within 60 days, and only in the case of a bona fide erroneous payment or overpayment of contributions, to the extent permitted by law and as permitted by the Trustees in their sole discretion, nor shall an Employer directly or indirectly participate in the disposition of the EPB Fund or receive any benefits from the EPB Fund. Upon payment of contributions to the Trustees, all responsibilities of the Employer or Employee, Participant, Beneficiary or Retiree for each contribution shall cease, and the Employer or Employee, Participant,

Beneficiary or Retiree shall have no responsibility for the acts of the Trustees, nor shall an Employer or Employee, Participant, Beneficiary or Retiree be obliged to see to the application of any funds or property of the Trust Fund or to see that the terms of this Trust Agreement have been complied with.

Section 10.4. Accounting And Judicial Settlements.

(a) The Union or the Employers may, at any time, demand of the Trustees an accounting with respect to any and all accounts, provided that the party demanding such accounting agrees to pay the necessary expenses thereof.

(b) The Trustees shall be entitled, at any time, and in their sole discretion, to have a judicial settlement of their accounts and to seek judicial protection by any action or proceeding they, in their sole discretion, 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 EPB Fund. Any such determination, decision or judgment shall be binding upon all parties to, or claiming under, this Trust Agreement. To the extent permitted by law, the cost of such judicial settlements shall be paid out of the Trust Fund.

Section 10.5. 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 or dispute which, in the Trustees' sole discretion, 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 discretion, determine to be adequate.

Section 10.6. Gender. Whenever any words are used in this Trust Agreement in the masculine gender, they shall also be construed in a gender neutral fashion, 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 whenever any words are used in the plural, they shall also be construed to include the singular.

Section 10.7. Amendment Of Trust Agreement.

(a) The provisions of this Trust Agreement may be amended at any time by an instrument in writing executed by the Trustees, and approved by an affirmative vote of a majority of the Trustees, provided that no amendment shall divert or provide for the use of the Trust Fund from the purposes of the EPB Fund to provide benefits in the event of death, illness or accident to the Employees, Participants, Beneficiaries or Retirees as hereinabove set forth, or for the payment of such benefits as may be authorized herein. It is further provided that no amendment shall (1) provide for the use or application of the EPB Fund for any purpose other than those set forth herein; or (2) permit the return to, or payment of the EPB Fund, or any part thereof, to any Employer or Employee,

Participant, Beneficiary or Retiree, except a contribution or other payment made by mistake of fact to the extent permitted by law and as provided in Section 10.3 herein; or (3) so amend this Trust Agreement that there shall not be an equal number of Employer Trustees and of Union Trustees to administer the EPB Fund.

(b) All amendments adopted by the Trustees shall be filed as part of the record and minutes of the Trustees, and a copy thereof shall be sent to each Union, each Employer, and to such other persons as required by law.

Section 10.8. 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 10.9. Notice. Notice given to a Trustee, Union, Employer, Employee, or any other person shall, unless otherwise specified herein or by law, be sufficient if in writing and delivered in person to or sent by prepaid first class mail, express delivery service, email (provided a return receipt is actually returned) to the last postal address, or email address, as maintained by the Trustees or the Fund Office. Except as herein otherwise provided, the delivery of any statement or document required hereunder to be made to a Trustee, Union, Employer, Employee, or any other person shall be sufficient if delivered in person or if sent by prepaid first class mail or email to the recipient's last known postal address, or email address, as filed with the Trustees, or the Fund Office.

Section 10.10. Protected Health Information. The Trustees are required to adopt and, therefore do adopt, certain policies and procedures regarding the protection, handling, security breach notification and disclosure of Protected Health Information ("PHI"). Pursuant to law and regulations, the Trustees have adopted, and may from time to time amend, procedures designed to ensure that all participants receive notice of the EPB Fund's Privacy Policies, adopted at the meeting of April 2, 2003, in furtherance of the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). For purposes of HIPAA privacy rules, all parties, including Trustees and Contributing Employers, to the extent those parties are included in the term "Plan Sponsor," and which are involved in the establishment or maintenance of the EPB Fund, or otherwise bound to the terms and conditions of this Trust Agreement, to the extent they may come into possession of PHI, are required to comply with the privacy obligations of the Plan Sponsor as outlined below:

(a) All employees who are participants in the EPB Fund shall be provided a copy of the EPB Fund's "Notice of Privacy Practices," or amendments thereto.

(b) Disclosure of PHI to Plan Sponsor. The EPB Fund shall only disclose PHI to the Plan Sponsor to the extent necessary to assist the Trustees in performing administrative functions, such

as the verification of eligibility, billing, or participation in a claims appeal procedure.

(c) Any party obligated to comply with the privacy duties imposed upon the EPB Fund and who comes into possession of PHI is bound to comply with the following requirements, but only to the extent it may come into possession of PHI:

(i) Prohibition on Unauthorized Use or Disclosure of PHI. The Plan Sponsor will not use or disclose any PHI received from the EPB Fund, except as permitted in these documents or required by law.

(ii) Subcontractors and Agents. The Plan Sponsor will require each of its subcontractors or agents to whom the Plan Sponsor may provide PHI to agree to written contractual provisions that impose at least the same obligations to protect PHI as are imposed on the Plan Sponsor.

(iii) Permitted Purposes. The Plan Sponsor will not use or disclose PHI for employment-related actions and decisions or in connection with any other of Plan Sponsor's benefits or employee benefit plans.

(iv) Reporting. The Plan Sponsor will report to the EPB Fund any impermissible or improper use or disclosure of PHI not authorized by the Plan documents.

(v) Access to PHI by Participants. The Plan Sponsor will make PHI available to the EPB Fund to permit participants to inspect and copy their PHI contained in the designated record set.

(vi) Correction of PHI. The Plan Sponsor will make a participant's PHI available to the EPB Fund to permit participants to amend or correct PHI contained in the designated record set that is inaccurate or incomplete and Plan Sponsor will incorporate amendments provided by the Plan.

(vii) Accounting of PHI. The Plan Sponsor will make a participant's PHI available to permit the Plan to provide an accounting of disclosures.

(viii) Disclosure to Government Agencies. The Plan Sponsor will make its internal practices, books and records relating to the use and disclosure of PHI available to the EPB Fund and to the United States Department of Health and Human Services or its designee for the purpose of determining the EPB Fund's compliance with HIPAA.

(ix) Return or Destruction of Health Information. When PHI is no longer needed for the purpose for which disclosure was made, the Plan Sponsor must, if feasible, return to

the Plan or destroy all PHI that the Plan Sponsor received from or on behalf of the EPB Fund. This includes all copies in any form, including any compilations derived from the PHI. If return or destruction is not feasible, the Plan Sponsor agrees to restrict and limit further uses and disclosures to the purposes that make the return or destruction infeasible.

(x) Minimum Necessary Requests. The Plan Sponsor will use best efforts to request only the minimum necessary type and amount of PHI to carry out the functions for which the information is requested.

(d) Adequate Separation. The Plan Sponsor represents that adequate separation exists between the EPB Fund and Plan Sponsor so that PHI will be used only for plan administration. In the event employees or representatives of the Plan Sponsor (such as the individual Trustees of the EPB Fund) come into possession of PHI, Plan Sponsor represents that such individuals will be identified to the EPB Fund, that access and use of PHI will only occur in connection with the purposes set forth in sub-section (a) above, and, in the event Plan Sponsor suspects an improper use or disclosure of PHI, such incident shall be reported to the EPB Fund's Privacy Officer, as identified in the Fund's most recent Privacy Policy.

Section 10.11. Electronic Protected Health Information. The EPB Fund will comply with the HIPAA security regulations with respect to Electronic Protected Health Information ("ePHI") that is created, received, maintained or transmitted, except for ePHI: (1) it receives pursuant to an appropriate authorization (as described in 45 C.F.R. section 164.504(f)(1)(ii) or (iii)); or (2) that qualifies as Summary Health Information and that it receives for the purpose of either (a) obtaining premium bids for providing health insurance coverage under the Plan, or (b) modifying, amending or terminating the Plan (as authorized under 45 C.F.R. section 164.508). If other terms of the EPB Fund conflict with the following provisions, the following provisions shall control. The Security Regulations are incorporated herein by reference. The EPB Fund shall, in accordance with the Security Regulations:

(a) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that it creates, receives, maintains or transmits on behalf of the Plan.

(b) Ensure that "adequate separation" is supported by reasonable and appropriate security measures. "Adequate separation" means the EPB Fund will use ePHI only for Plan administration activities and not for employment related actions or for any purpose unrelated to Plan administration. Any employee or fiduciary of the EPB Fund who uses or discloses ePHI in violation


of the Plan's security or privacy policies and procedures of this Plan provision shall be subject to the Plan's disciplinary procedure.

(c) Ensure that any agent or subcontractor to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect the information.

(d) Report to the Plan any Security Incident of which it becomes aware.

EXECUTION BY TRUSTEES

IN WITNESS WHEREOF, the undersigned Trustees have caused this Amended And Restated Agreement And Declaration Of Trust to be executed this 5th day of April, 2022, to be effective January 1, 2022, thereby amending and restating the Agreement And Declaration Of Trust between the parties previously amended and restated as of January 1, 2000, and subsequently amended thereafter.



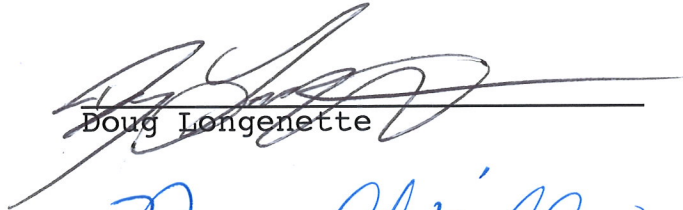
Keith P. Frank



M.E. Douth



Charles M. Gaston



Doug Longenette



Richard L. Keller



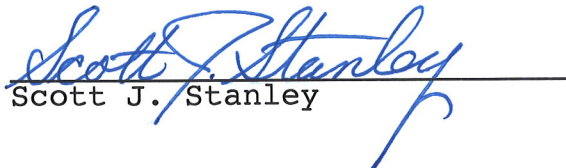
Raymond J. Miller



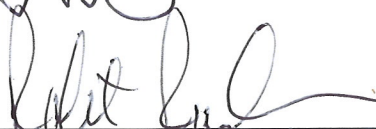
Kevin M. Schmitt



Jeffrey J. O'Hara



Scott J. Stanley



Robert Perkins