MID-AMERICA CARPENTERS REGIONAL COUNCIL
SUPPLEMENTAL RETIREMENT FUND TRUST AGREEMENT

Effective July 1, 2025

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Table of Contents

Page

ARTICLE I

Definitions

1.1	Agreement	I-1
1.2	Associations	I-1
1.3	CAGC	I-1
1.4	Council	I-1
1.5	Employee	I-1
1.6	Employer	I-1
1.7	Local Union	I-2
1.8	Participant	I-2
1.9	Participation Agreement	I-2
1.10	Plan	I-2
1.11	RCEC	I-2
1.12	Trust	I-2
1.13	Trustees	I-2

ARTICLE II

Creation and Acceptance of Trust

ARTICLE III

Purpose of and Payments To and From Plan

3.1	Purpose	III-1
3.2	Payments To and From the Plan	III-1

ARTICLE IV

Designation of Trustees

4.1	Number of Trustees	IV-1
4.2	Qualification of Trustees	IV-1
4.3	Acceptance of Appointment	IV-1
4.4	Tenure	IV-1

4.5	Resignation of a Trustee	IV-1
4.6	Appointment and Removal of Trustees	IV-2
4.7	Selection of Successor Trustees	IV-2
4.8	Power to Act in Case of Vacancy	IV-2

ARTICLE V

Organization and Operation of Trustees

5.1	Office	V-1
5.2	Meetings	V-1
5.3	Action by Trustees Without Meeting	V-1
5.4	Quorum	V-2
5.5	Voting	V-2
5.6	Officers of Trustees	V-2
5.7	Committees	V-2
5.8	Arbitration	V-4
5.9	Immunity of the Trustees	V-5
5.10	Compensation of Individual Trustees	V-6
5.11	Service in More than One Fiduciary Capacity	V-6

ARTICLE VI

Control and Management of Trust

6.1	Control of Trust	VI-1
6.2	Management of Trust	VI-1
6.3	Trust Responsibilities	VI-2
6.4	Trust Powers	VI-2

ARTICLE VII

Operation and Administration of Plan

7.1	Authority of Trustees	VII-1
7.2	Plan Responsibilities	VII-1
7.3	Plan Powers	VII-2

ARTICLE VIII

Contributions and Collections

8.1	Contributions to Plan	VIII-1
8.2	Transmission of Reports and Contributions	VIII-1
8.3	Delinquent Contributions and Reports	VIII-1

8.4 Amount of Contributions VIII-2

ARTICLE IX

Controversies and Disputes

9.1 Reliance Upon Records IX-1
9.2 Determination by Trustees Binding IX-1
9.3 Compromise IX-1
9.4 Right to Obtain Adjudication of Disputes IX-1

ARTICLE X

Amendments

10.1 Method of Amendment X-1
10.2 Limitation on Amendments X-1

ARTICLE XI

Termination

11.1 Term of Plan XI-1
11.2 Procedures on Termination XI-1
11.3 Notification of Termination XI-1
11.4 Distribution Upon Termination XI-1

ARTICLE XII

General Provisions

12.1 Title to the Trust XII-1
12.2 Liability of the Associations, Council, Local Unions and Employers XII-1
12.3 Nonalienation of Benefits XII-1
12.4 Prohibition of Diversion of Trust XII-1
12.5 Incompetency and Minors XII-1
12.6 Merger of the Plan XII-2
12.7 Execution of Documents XII-2
12.8 Notice and Delivery of Documents XII-2
12.9 Gender, Number and Headings XII-2
12.10 Information to be Furnished by Employers XII-2
12.11 Qualification XII-2
12.12 Construction XII-3
12.13 Counterparts XII-3

ARTICLE XIII

Adoption

MID-AMERICA CARPENTERS REGIONAL COUNCIL
SUPPLEMENTAL RETIREMENT FUND TRUST AGREEMENT

Effective July 1, 2025

W I T N E S S E T H:

WHEREAS, the Mid-America Regional Bargaining Association and the Residential Construction Employers Council (referred to herein as the "Associations") and the Chicago Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America (now known as the "Mid-America Carpenters Regional Council, United Brotherhood of Carpenters and Joiners of America" and referred to herein as the "Council") entered into collective bargaining agreements to provide for a profit sharing plan, the Chicago Regional Council of Carpenters Supplemental Retirement Plan (now known as the "Mid-America Carpenters Regional Council Supplemental Retirement Plan" and referred to herein as the "Plan") for employees employed under the collective bargaining agreements; and

WHEREAS, the Council and Associations signatory hereto adopted a trust agreement to implement the Plan and to appoint the Plan's Board of Trustees;

WHEREAS, the original trust agreement has been amended and restated from time to time; and

WHEREAS, the Trustees desire to amend and restate the trust agreement as set forth herein;

NOW, THEREFORE, effective as of July 1, 2025 for and in consideration of the premises and mutual covenants herein contained, it is mutually understood and agreed as follows:

ARTICLE I

Definitions

1.1 Agreement. The Trust Agreement, the agreement set forth herein, as amended from time to time.

1.2 Associations. The Association members of the Chicagoland Association of General Contractors, the Residential Construction Employers Council and any other employer association that has entered into a written agreement with the Council requiring contributions to the Plan.

1.3 CAGC. The Chicagoland Association of General Contractors (successor to the Builders Association of Chicago, effective January 1, 2018) or its successor by consolidation or merger, which represents Employers in collective bargaining negotiations with the Council.

1.4 Council. The Mid-America Carpenters Regional Council, United Brotherhood of Carpenters and Joiners of America, formerly known as the "Chicago Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America," and earlier, the "Chicago and Northeast Illinois District Council of the United Brotherhood of Carpenters and Joiners of America."

1.5 Employee. Any employee of an Employer on whose behalf an Employer is required to contribute to the Plan pursuant to a collective bargaining or other written agreement with the Council or with the Trustees but not including any person who is prohibited by law from being covered under the Plan or whose inclusion would cause the Plan to lose its tax exempt status.

1.6 Employer. Any employer which:

(a) on or after the effective date of the Plan has a collective bargaining or other written agreement with the Council, either directly or as a member of an Association, or the Trustees, requiring the employer to make contributions to the Plan;

(b) signs a copy of this Agreement, any predecessor agreement or a Participation Agreement;

(c) is accepted for participation in the Plan by the Trustees or was a party to any predecessor trust agreement; and

(d) makes contributions to the Plan as required by the agreement providing for such contributions.

An Employer contributing pursuant to a collective bargaining agreement shall cease to qualify as an Employer on the date the NLRB certifies the result of an election that terminates the Council's or Local Union's representative status, the date that the Employer lawfully withdraws recognition from the Council or Local Union, or the date on which the

Council's or Local Union's representative status terminates through a valid disclaimer of interest.

The term "Employer" may also include the Council and any affiliate of the Council, and any state, national or international labor organization of which the Council is an affiliate; the Plan, or any other jointly-administered pension, health and welfare or other type of employee benefit plan to which the Council is a party (including a wholly owned subsidiary of such plan); if such organizations become obligated pursuant to a Participation Agreement with the Trustees to contribute to the Plan on behalf of its employees on substantially the same basis upon which other participating Employers are contributing to the Plan, and is accepted for participation in the Plan by the Trustees and makes contributions to the Plan as required by the Participation Agreement. The Plan, the Council or any other employee benefit plan becoming an Employer pursuant to the provisions of this paragraph shall not in any event participate in the selection or replacement of Employer Trustees or have any vote as an Employer on any matter and its Employees shall not be considered in connection with any determination required to be made by Employers of a stated percentage or majority of Employees.

1.7 Local Union. Any local union affiliated with the Council.

1.8 Participant. Any Employee or former Employee who is eligible to participate in the Plan.

1.9 Participation Agreement. An agreement in form and content acceptable to the Trustees which evidences the commitment of the signatory thereto to be bound by the adoption of the Plan and the Agreement, and to become an Employer obligated to contribute to the Plan on behalf of certain employees of the Employer whether or not subject to the terms of a collective bargaining agreement.

1.10 Plan. The Mid-America Carpenters Regional Council Supplemental Retirement Plan (prior to January 1, 2022, the "Chicago Regional Council of Carpenters Supplemental Retirement Plan"), established and maintained pursuant to the terms of this Agreement.

1.11 RCEC. The Residential Construction Employers Council or its successor by consolidation or merger, which represents Employers in collective bargaining negotiations with the Council.

1.12 Trust. The assets of the Plan, held in trust by the Trustees.

1.13 Trustees. Those persons who are appointed pursuant to the provisions of Article IV hereof and who have authority to control and manage the operation and administration of the Plan and who also have authority to control and manage the Trust.

ARTICLE II

Creation and Acceptance of Trust

All payments made by Employers on behalf of their Employees to the Plan pursuant to collective bargaining or other written agreements and such other payments as shall from time to time be made to the Plan by or on behalf of Employers and Employees, and all other money or property as shall lawfully become a part of the Trust, together with the income, gains and all other increments of any nature whatsoever, if any, therefrom, shall be held, managed and administered in trust pursuant to the terms of this Agreement. The Trust shall be known as the Mid-America Carpenters Regional Council Supplemental Retirement Fund Trust (prior to January 1, 2022, the "Chicago Regional Council of Carpenters Supplemental Retirement Fund Trust"). The Trustees hereby accept the Trust created hereunder and agree to perform the duties, responsibilities and obligations under this Agreement on their part to be performed.

ARTICLE III

Purpose of and Payments To and From Plan

3.1 Purpose. The purpose of the Plan is to allow Employers to make profit sharing contributions to the Plan on behalf of their Employees in an amount specified in their collective bargaining agreements or other written agreements. Except as otherwise provided herein, nothing in this Agreement shall increase or decrease the rights of any party to any collective bargaining agreement.

3.2 Payments To and From the Plan. Each Employer shall be required to contribute to the Trust in accordance with the applicable collective bargaining or other written agreements and rules of the Trustees. Payments from the Trust shall be made without limitation by reason of enumeration, for the following purposes:

(a) To provide for:

(i) the payment of all reasonable and necessary expenses of establishing the Plan; collecting the contributions and operating, administering, controlling or managing the Plan or Trust, regardless of whether such activities are deemed to be subject to the fiduciary requirements of ERISA or are deemed to be settlor in nature, including payment of membership dues in educational and other organizations operated for purposes related to this Plan and the payment of expenses incurred by the Trustees in connection with attending and participating in educational conferences, seminars and similar meetings;

(ii) the employment of such administrative, legal, expert and clerical assistance as may be reasonably necessary;

(iii) the purchase or leasing of such premises as may be necessary for the operation of the affairs of the Plan; and

(iv) the purchase or leasing of such materials, supplies and equipment as the Trustees, in their discretion, find necessary or appropriate to the performance of their duties.

(b) To pay benefits to Participants or their beneficiaries in accordance with the terms, provisions and conditions of the Plan.

ARTICLE IV

Designation of Trustees

4.1 Number of Trustees. There shall be ten regular Trustees, five of whom shall be appointed by the CAGC and RCEC as representatives of the Employers (the "Employer Trustees") and five of whom shall be appointed by the Council as representatives of the Council (the "Union Trustees"), as described in section 4.6. In addition to the regular Trustees, the CAGC, RCEC and the Council may designate such number of alternate Trustees as each such entity may deem advisable, provided that the number of alternate Trustees designated by each such entity does not exceed the number of regular Trustees the entity is permitted to appoint pursuant to section 4.6. An alternate Trustee shall only be authorized to act in the place and stead of a regular Trustee who was appointed by the same entity that designated the alternate Trustee and who is unable to act because of death, incapacity, resignation or absence from a meeting of the Trustees. An alternate Trustee shall have no duty or responsibility to act unless so authorized to act. As to matters presented when he is so authorized to act, an alternate Trustee shall be vested with all the rights, powers, duties and responsibilities of a regular Trustee. Any regular Trustee who is unable to act shall not be responsible for any acts taken by or omitted to be taken by an alternate Trustee in his place and stead. Such a regular Trustee who is unable to act shall be treated as if he has resigned in connection with any action taken or omitted to be taken by an alternate Trustee.

4.2 Qualification of Trustees. No person shall serve or be appointed to serve as a Trustee in contradiction of the terms of section 411 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). No person shall be disqualified from being a Trustee hereunder by reason of the fact that he is or hereafter becomes a Participant hereunder.

4.3 Acceptance of Appointment. Each Trustee shall consent to and accept his appointment as a Trustee in writing.

4.4 Tenure. Each Trustee shall continue to serve during the existence of the Plan and Trust until his death, incapacity, resignation or removal.

4.5 Resignation of a Trustee. A Trustee may resign and subsequent thereto shall be discharged from any further duty or responsibility hereunder by giving prior written or electronicnotice to the Chairman and Secretary of the Trustees or to the entire Board of Trustees in care of the Plan's administrative office if the resigning Trustee is the Chairman or Secretary. The resigning Trustee's notice shall state the date his resignation shall take effect and such resignation shall take effect on said date unless a successor Trustee shall have been appointed at an earlier date in accordance with the provisions of section 4.7 hereof, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Chairman or Secretary of the Trustees (or the Plan's administrative office if the resigning Trustee is the Chairman or Secretary) any and all property in his possession or under his control which belongs to the Plan.

4.6 Appointment and Removal of Trustees. The CAGC may appoint three Employer Trustees, the RCEC may appoint two Employer Trustees and the Council may appoint five Union Trustees pursuant to the terms of its governing bylaws. Those Employer Trustees appointed by the CAGC may be removed from office at any time by the CAGC, and those Employer Trustees appointed by the RCEC may be removed from office at any time by the RCEC. Any Union Trustee may be removed from office at any time by the Council pursuant to the terms of its governing bylaws. The entity removing the Trustee shall provide written notice to the remaining regular Trustees, and such notice shall specify the Trustee being removed and the date the removal shall take effect, and shall be signed by a duly authorized representative of the entity.

An alternate Employer Trustee or Union Trustee may be removed at any time in the same manner as a regular Trustee.

4.7 Selection of Successor Trustees. If any Trustee shall become disqualified to serve, die, resign, be removed, become incapacitated or refuse to act, a successor Trustee shall be appointed forthwith by written instrument signed by those authorized to appoint the successor.

The CAGC shall appoint the successor Employer Trustee (or alternate Employer Trustee) for an Employer Trustee (or alternate Employer Trustee) that it appointed, and the RCEC shall appoint the successor Employer Trustee (or alternate Employer Trustee) for an Employer Trustee (or alternate Employer Trustee) that it appointed.

Successor Union Trustees (or alternate Union Trustees) shall be appointed by the Council pursuant to the terms of its governing bylaws.

Any written instrument appointing a successor Employer or Union Trustee (or alternate) shall state the date the appointment shall take effect and shall be delivered to the Chairman and Secretary of the Trustees.

If no successor Trustee is appointed within 90 days after the position becomes vacant, then any remaining Trustee may petition the United States District Court for the district in which the principal office of the Plan is located, to appoint a successor Trustee, which appointment shall be as fully effective as if made by the party originally entitled to appoint such Trustee and shall be considered to have been made on behalf of such party.

4.8 Power to Act in Case of Vacancy. Pending the appointment of a successor Trustee in accordance with the provisions of section 4.7 hereof, no vacancy or vacancies in the Board of Trustees shall impair the power of the remaining Trustees to administer the affairs of the Plan and Trust.

ARTICLE V

Organization and Operation of Trustees

5.1 Office. The Trustees shall establish an office at any such location as the Trustees may approve for the transaction of the business of the Plan, the exact location of which is to be made known to the parties interested in said Plan. At such office there shall be maintained the books, reports and records pertaining to the Plan and its administration.

5.2 Meetings. The Trustees shall meet whenever required to provide for the orderly and timely administration of the business of the Plan at such location as may be acceptable to the Trustees. The Chairman, Secretary or any two Trustees may call meetings of the Trustees. Any meeting shall be called upon at least 14 days' written or electronic notice to all Trustees, which notice shall specify the date, time and place of such meeting and may specify the purpose thereof and any action proposed to be taken thereat. Attendance at Trustees' meetings shall be limited to the Trustees and other persons invited by the Trustees.

Whenever any notice is required to be given to any Trustee hereunder, a waiver thereof in writing, signed at any time, whether before or after the time of meeting by the Trustees entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Trustee at a meeting or his approval of actions taken at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting and objects thereat to the transaction of any business because the meeting is not lawfully called or convened.

5.3 Action by Trustees Without Meeting.

(a) Unanimous Consent in Writing. Provided at least one Employer Trustee and one Union Trustee is then serving, any action which may be taken at a meeting of the Trustees may be taken without a meeting if written consent setting forth the action so taken shall be signed by all of the Trustees (including facsimile and electronic signatures) then serving in accordance with section 5.3(c).

(b) Through the Use of Communications Equipment. Any action which may be taken at an in-person meeting of the Trustees may be taken during a virtual meeting without an in-person meeting through the use of any means of communication by which all participating Trustees may simultaneously hear each other; for example, a telephone conference call. Actions may also be taken at hybrid in-person and virtual meetings. The notice, quorum and voting requirements of sections 5.2, 5.4 and 5.5 shall apply to such meetings as if they were held in person. A written record of any action so taken by the Trustees pursuant to this section shall be prepared and provided to each of the Trustees.

(c) Unanimous Action. Any action taken by the Trustees in accordance with section 5.3(a) shall require the unanimous agreement of the Trustees then serving unless a Trustee abstains from participation in the action due to a possible or perceived prohibited transaction under ERISA. If such a Trustee abstains from participating, the consent of such Trustee shall not be required for such action taken in accordance with section 5.3(a).

5.4 Quorum. A quorum for the transaction of business at a duly called meeting shall consist of two Employer Trustees and two Union Trustees who are present in person (or electronically pursuant to section 5.3), provided that at least one Employer Trustee appointed by the CAGC and one Employer Trustee appointed by the RCEC are present. Once a quorum has been established, said quorum shall continue to exist until the meeting has been adjourned provided at least one Union Trustee, one Employer Trustee appointed by the CAGC and one Employer Trustee appointed by the RCEC remain in attendance.

5.5 Voting. Except as otherwise specifically provided for herein, all actions by and decisions of the Trustees shall be by the vote of a majority of votes cast by Trustees who are in attendance at a duly called meeting of the Trustees at which there is a quorum present. Each Trustee shall have one vote; provided, however, that: (a) at any meeting at which there is a lesser number of Employer Trustees than Union Trustees present, the Employer Trustees shall in the aggregate have that number of votes which equals the number of Union Trustees present and vice versa and (b) Employer Trustee votes shall be divided between the CAGC-appointed and RCEC-appointed Employer Trustees proportionate to the number of Employer Trustees that the CAGC and RCEC are entitled to appoint relative to the total number of Employer Trustees regardless of the number of CAGC-appointed or RCEC-appointed Employer Trustees that are present at a meeting (as of January 1, 2017, the CAGC is authorized to appoint three of the five Employer Trustees and RCEC is authorized to appoint two; as a result, the CAGC-appointed Trustees would possess 60% of the Employer Trustee votes and RCEC-appointed Trustees would possess 40% of the Employer Trustee votes). The foregoing to the contrary notwithstanding, the unanimous written consent of the Trustees shall be required for any action pursuant to section 5.3(a).

5.6 Officers of Trustees. At the commencement of each fiscal year of the Plan, the Trustees shall select from among them a Chairman and a Secretary. In the alternative, the Trustees may take no action and the previously selected Chairman and Secretary shall continue to serve in their respective roles. If a Chairman or Secretary shall cease serving as a Trustee during the year or resign from serving as an officer, the Trustees shall select a successor officer. One officer shall be a Union Trustee and one officer shall be an Employer Trustee.

5.7 Committees.

(a) General Authority. The Trustees may, by resolution or by-law or by provisions of this Trust Agreement, allocate fiduciary responsibilities and various administrative duties to committees (for purposes of this section 5.7, the term "committee" shall also refer to subcommittee) of the Board of Trustees and such resolutions may grant the committee full power to act on behalf of the Trustees. The committees formed by the Trustees may delegate such responsibilities and duties to other individuals as they may deem appropriate or necessary in their sole discretion and consistent with the Act.

Among others, the Trustees may assign the following responsibilities to committees:

(i) the responsibility for managing the Trust investments (if not otherwise delegated to an investment manager);

(ii) the responsibility for reviewing and determining benefit claims, including appeals (described further at section 5.7(b));

(iii) the responsibility for implementing the Trust's payroll auditing duties and for resolving questions or problems arising out of such duties, and for overseeing other aspects of the Plan's audit and reporting responsibilities;

(iv) the responsibility for resolving questions or problems that may be encountered in connection with the collection of delinquent Employer accounts;

(v) the responsibility for resolving questions or problems that may be encountered in connection with the day-to-day work of the Plan's administrative office;

(vi) the responsibility for approving the Trust auditor's engagement and annual audit plan, reviewing the auditor's preliminary audit findings and management letters, and taking all other action necessary to enable the Trust to satisfy its audit and government reporting duties;

(vii) the responsibility for reviewing the performance of the professionals, vendors and employees retained by the Trustees; and

(viii) the responsibility for analyzing and implementing Plan benefit design changes.

The Trustees shall establish committees through the adoption of a motion or resolution that establishes the committee and that allocates stated responsibilities and authority to the committee. All committees shall consist of an equal number of Union Trustees and Employer Trustees. The Employer Trustees shall have authority to appoint and remove Employer Trustee members of committees, and the Council Trustees shall have authority to appoint and remove Council Trustee members of committees. The resolution shall identify the quorum and voting requirements for the committee. If the resolution does not identify the committee quorum and voting requirements, then the committee quorum shall consist of at least one Employer Trustee and one Council Trustee in attendance at a committee meeting, and action shall be taken by majority vote. If the committee deadlocks on any matter submitted to it, such matter shall be referred to the Board of Trustees for review and action. Nothing contained herein shall in any way limit the authority of the Trustees to create additional committees for the purpose of assisting with or expediting the affairs of the Trust.

(b) Appeals Committee. At the first meeting of each calendar year, the Chairman and Secretary of the Board of Trustees shall appoint from among the Trustees two regular members, one Employer Trustee and one Union Trustee, and two alternate members, one Employer Trustee and one Union Trustee, to serve as the Appeals Committee. If no action is taken at the beginning of the calendar year, then the prior appointments shall continue. The Plan's administrative manager and members of its staff, as well as other Plan advisors, may also attend meetings.

The Appeals Committee shall select from among their membership a Chairman and a Secretary, each of whom shall be selected from different Trustee groups, i.e., the

Employer Trustees group and the Union Trustees group, it being the intention of the Trustees that at no time shall both offices be held by Trustees from the same group. The Chairman shall preside at all meetings of the Appeals Committee. The Secretary or his delegate shall keep accurate minutes of the proceedings and cause to be prepared such documents and correspondence as may be required from time to time. Each alternate member of the Appeals Committee shall have full authority to act in the place of the regular member appointed from his Trustee group at any meeting at which said regular member is unable to attend.

The Appeals Committee shall review all appeals of benefit denials and shall make such determinations as in its sole discretion it deems proper. Its decisions shall be binding on the Board of Trustees, being the intention of the Board of Trustees that the Appeals Committee has the sole responsibility and authority in all matters of appeals of benefit denials.

The Appeals Committee shall meet upon ten days' written or electronic notice from its Chairman or the Plan's administrative manager at such times and places as he shall determine unless the Appeals Committee members otherwise agree. Decisions of the Appeals Committee shall be by majority of those members present at any meeting at which a quorum is present. A quorum of the Appeals Committee shall consist of two Trustees in attendance at a meeting, one of whom is an Employer Trustee and one of whom is a Union Trustee. In the event that there is no majority on a vote to reverse an appealed decision of benefit denial, that decision shall be affirmed and be the decision of the Appeals Committee.

In the event that any member of the Appeals Committee shall resign or be removed or unable to serve by reason of death, incapacity, or refusal to act, the Board of Trustees' officer who appointed the member shall appoint the member's successor from among the then-serving Union Trustees or Employer Trustees (depending on the designation of the departing Committee member). The Chairman shall not have the power to remove any member of the Appeals Committee or to appoint a successor except as set forth in this section 5.7(b).

(c) Additional Committees. As of the date of this restatement, the following committees (in addition to the Appeals Committee) have been established: Investment Committee; Financial Audit Committee. The Chairman and Secretary shall be members of the Investment Committee by virtue of their position.

5.8 Arbitration. In the event the Trustees attending a duly called meeting at which there is a quorum present are unable to agree in accordance with the majority voting requirements of section 5.5 hereof upon any matter in connection with the administration or operation of the Plan or Trust, or in the event the Trustees fail to obtain a quorum for a meeting after three consecutive notices thereof, a deadlock shall be deemed to exist and the Trustees may then select a neutral person as an impartial arbitrator who is willing to act in the resolution of such deadlock. In the event the Trustees are unable to agree by majority vote upon the selection of an impartial arbitrator within 30 days after such deadlock or after the third meeting at which a quorum was not present, then an impartial arbitrator shall be appointed in accordance with the Impartial Umpire Rules for Arbitration of Impasses Between Trustees of Joint Employee Benefit Trust Funds as administered by the American Arbitration Association. After conclusion of the arbitration hearing(s), the arbitrator shall resolve the deadlock by issuing a written decision voting in favor of or against the motion giving rise to the deadlock without giving deference to

the number of individual Trustees who voted for or against the motion. Any expenses, costs and attorneys' fees in connection with the foregoing shall be paid by the Trust, including any reasonable compensation to the arbitrator. The impartial arbitrator shall have no power to alter, delete, amend, add to, take away from or disregard any of the provisions of this Agreement and shall have no power to cause the Trustees to alter, delete, amend, add to, take away from or disregard any provision of this Agreement. The decision of the impartial arbitrator shall be final and binding upon the Trustees, all parties hereto, the Employees and their beneficiaries. The Trustees shall take or omit taking any action(s) that may be indicated in order to give effect to the decision of the impartial arbitrator.

Differences arising as to the interpretation or application of the provisions of this Agreement, or relating to the benefits provided for Participants hereunder shall not be subject to the grievance or arbitration procedures established in any collective bargaining agreement.

5.9 Immunity of the Trustees.

(a) Exculpation of Trustees and Plan Employees From Liability. No Trustee or Plan employee shall incur any liability individually or on behalf of other individuals for any act or failure to act unless such act or failure to act is due to his own gross negligence or willful misconduct or lack of good faith; provided, however, the foregoing shall not relieve a Trustee or Plan employee from liability if such is precluded by paragraph 5.9(c). A Trustee or Plan employee may act or rely upon any of the following:

(i) Any instrument, application, notice, request, signed letter or other paper or document believed by him to be genuine and to contain a true statement of facts and to be signed or sent by the proper person; or

(ii) The advice, opinion, records, reports or recommendations of any accountant, administrator, attorney, consultant, co-trustee, investment agent or investment manager or any other advisor selected by the Trustees with reasonable care.

(b) Indemnification of Trustees and Plan Employees. The Trustees shall cause any person who is or has served as a Trustee or employee of the Plan to be indemnified out of the Trust against all damages, liabilities and expenses incurred by or imposed on him in connection with any claim, suit, action or proceeding concerning the Plan or his acts or omissions as a Trustee or employee of the Plan, including, without limitation, legal fees and amounts paid in any compromise or settlement unless such acts or omissions constitute negligence, willful misconduct or lack of good faith; provided, however, the foregoing shall not relieve a Trustee or a Plan employee from liability if such is precluded by paragraph 5.9(c). Any indemnification provided herein shall be limited to amounts not collected pursuant to valid and enforceable liability insurance policies.

To the extent permitted by law, the Trustees, in their discretion, may also cause the Plan to indemnify any person who is rendering services to the Plan against all damages, liabilities and expenses incurred by or imposed upon such a person in connection with any claim, suit, action or proceeding concerning the Plan or the acts or omissions of such a person, including without limitation, legal fees and amounts paid in any compromise or

settlement unless such act or omission constitutes gross negligence, willful misconduct or lack of good faith.

(c) Compliance with Employee Retirement Income Security Act of 1974. Anything herein to the contrary notwithstanding, nothing in subparagraphs (a) and (b) above shall relieve a Trustee or other person rendering service to the Plan of any responsibility or liability for any responsibility, obligation or duty under Part 4 of Title I of ERISA. Further, notwithstanding anything in this Agreement to the contrary, if any provision of this Agreement is voided by section 410 of ERISA, such provision shall be of no force or effect only to the extent that it is voided by such section.

5.10 Compensation of Individual Trustees. An individual Trustee shall not be paid any compensation from the Trust for his services hereunder, but the Trustees may authorize reimbursement to a Trustee from the Trust for reasonable expenses incurred on behalf of the Plan or Trust in connection with their duties hereunder.

5.11 Service in More than One Fiduciary Capacity. Any individual, entity or group of persons may serve in more than one fiduciary capacity with respect to the Plan, the Trust or both to the extent such is permitted by law; provided, however, a Trustee shall not be paid any compensation for providing professional services to the Plan.

ARTICLE VI

Control and Management of Trust

6.1 Control of Trust. The Trustees shall be the named fiduciaries of the Trust and shall have the power to control the Trust and to perform all such acts, to take all such proceedings, and to exercise all such rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust or to carry out the purposes of this Agreement.

6.2 Management of Trust. The management, including the acquisition and disposition of property comprising the Trust, shall be as follows:

(a) General Authority. The Trustees shall have exclusive authority and responsibility with respect to the custody and management of the Trust, except to the extent any such authority has been delegated pursuant to the provisions of subparagraphs (b), (c), (d) or (e) below and subparagraphs (c) and (d) of section 7.3.

(b) Delegation of Custody. The Trustees are authorized to delegate custody of all or any portion of the Trust. Such custodian shall hold the Trust as directed in writing by the Trustees.

(c) Delegation of Investment Control to Investment Manager. The Trustees may appoint one or more investment managers to supervise and direct the investment and reinvestment of a portion or all of the Trust in accordance with the provisions of the Agreement and in the same manner and with the same powers, duties, obligations, responsibilities and limitations as apply to the Trustees as set forth herein. Any investment manager so appointed shall be an investment advisor registered under the Investment Advisers Act of 1940, a bank as defined in such Act or an insurance company which is qualified to manage the assets of employee benefit plans under the laws of more than one state. As a condition to its appointment, an investment manager shall acknowledge in writing that it is a fiduciary with respect to the Plan. The Trustees may furnish an investment manager with written investment guidelines for investment, which guidelines may include directions with respect to the diversification of the investments. The Trustees may also delegate to an investment manager the authority to retain other investment managers. Investment managers who are delegated authority for retaining other investment managers shall serve as "named fiduciaries" (within the meaning of ERISA section 402) to the extent necessary to delegate investment responsibility to another investment manager. Any investment manager shall receive such reasonable compensation chargeable against the Trust as shall be agreed upon with the Trustees.

(d) Delegation of Investment Control to Participants. The Trustees may authorize Participants to direct the investment of the portion of the Trust allocated to their respective accounts. The Participants must direct investments in a manner consistent with this Agreement, the Plan and applicable law. The Trustees shall invest the principal and income of each Participant's account as directed by the Participant, provided the direction accords with this Agreement, the Plan and applicable law and is in a form agreed to by the Trustees. The Trustees

shall have no further duties or obligations with respect to any investment made pursuant to such direction.

(e) Co-Trustee Agreement. The Trustees may enter into one or more agreements with corporations or national banking associations authorized by law to act in a trust or fiduciary capacity, whereby any such corporation or national banking association shall become a co-trustee ("Corporate Trustee"). The Trustees may delegate to the Corporate Trustee all or any part of the authority and responsibility with respect to the control and management of the Trust provided the Corporate Trustee shall not be a representative of either the Employers or the Council and shall have no right to vote as a Trustee. Any such Corporate Trustee shall receive such reasonable compensation chargeable against the assets delivered to it as shall be agreed upon with the Trustees. Further, any bank selected shall have a combined capital and surplus of at least $1,000,000 and shall have been in the general banking business for not less than ten years.

6.3 Trust Responsibilities. In connection with their management and control of the Trust unless the following responsibilities are allocated or delegated in accordance with the procedures set forth in sections 7.3(c) or (d) or elsewhere herein, the Trustees shall:

(a) cause the assets of the Plan to be held and administered in trust;

(b) cause accounts of all investment, receipts, disbursements and all other transactions affecting all or any portion of the Trust to be maintained; and

(c) pay from the Trust all taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust or its income.

6.4 Trust Powers. The Trustees shall have such powers as may be necessary to discharge their responsibilities in managing and controlling the Trust. The Trustees shall have full and complete authority and control over the Trust unless such authority or control is allocated or delegated by the Trustees in accordance with the procedures set forth in sections 7.3(c) or (d) or elsewhere herein. Any determination made by the Trustees in the exercise of these powers shall be binding on all persons. In addition to such powers as are conferred by law or as set forth elsewhere in this Agreement, the powers of the Trustees in connection with their managing and controlling the Trust shall include, but shall not be limited to, the following:

(a) To invest and reinvest all or part of the principal and income of the Trust, without distinction between principal and income as the Trustees determine, in such securities or in such property, real or personal, or share or part thereof, or part interest therein, wherever situated, as the Trustees shall deem advisable, including but not limited to, governmental, corporate or personal obligations, shares of stock, common or preferred, whether or not listed on any exchange, participation in partnerships, mutual investment funds, bonds and mortgages, and other evidences of indebtedness or ownership, including stocks, bonds or other obligations secured by personal property, participation in any common trust fund exempt under section 584 of the Internal Revenue Code ("Code") established or maintained for the collective investment of

fiduciary funds and participation in any trust fund qualified under section 401(a) and exempt under section 501(a) of the Code.

During the time that any part of the Trust is held in a common or collective trust exempt under Code section 501(a) or 584, the declarations of trust of such common or collective trust shall be part of this Agreement provided such declaration of trust meets the requirements of Revenue Ruling 81-100 (as amended), if necessary, and the declarations of trust comply with the Rules and Regulations of the Comptroller of the Currency, if necessary, and comply with the laws of any state having jurisdiction thereover and have, where appropriate, been approved by the Internal Revenue Service.

If required by the bank, prior to investing in a common trust fund the Trustees and the bank maintaining the common trust fund shall execute an agreement designating the common trust fund and providing that during the time that any part or all of the Trust is held in such common trust fund the declarations of trust creating the common trust fund shall be part of this Agreement; provided that said declarations of trust comply with the Rules and Regulations of the Comptroller of the Currency, if necessary, and the laws of any state having jurisdiction thereover and have, where appropriate, been approved by the Internal Revenue Service.

(b) To sell, convey, transfer, exchange, partition, lease for any term, mortgage, pledge or otherwise dispose of any and all property, real or personal or to grant options with respect to any property held by the Trustees by private contract or at public auction or to surrender for cash value any contracts issued by an insurance company and held by the Trustees. Any sale, option or other disposition of property may be at such time and on such terms as the Trustees see fit. Any sale, option or other disposition of property may be made for cash or upon credit, or partly in cash and partly on credit. No person dealing with the Trustees shall be bound to see to the application of the purchase money or to inquire into the validity, expedience or propriety of any such sale, option or other disposition.

(c) To receive, hold, manage, invest, reinvest, improve, repair and control all monies and property, real or personal, at any time forming part of the Trust.

(d) To purchase and sell contracts or other properties through such broker or brokers as the Trustees may choose.

(e) To vote or refrain from voting upon any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to appoint one or more individuals or corporations as voting trustees under voting trust agreements and pursuant to such voting agreements to delegate to such voting trustees' discretion to vote; to exercise any conversion privileges, subscription rights, or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to property held as part of the Trust; to delegate voting authority to an investment manager.

(f) To cause any securities or other property to be registered in the name of the Plan, the Trustees, a custodian, a Corporate Trustee or in the name of a nominee without designating the same as trust property, and to hold any investments in bearer form or otherwise in such form that title passes by delivery, but the books and records of the Trustees shall at all times show that all such investments are part of the Trust.

(g) To exercise or dispose of any right they may have as the holders of any security to convert the same into another or other securities, or to acquire an additional security or securities, to make any payments, exchange any security or do any act with reference thereto which they may deem advisable.

(h) To consent to take any action in connection with (including the deposit of any property with and participation with respect to any protective or similar committee) and receive and retain any securities or other property resulting from any reorganization, consolidation, merger, readjustment of the financial structure, sale, lease or other disposition of assets of any corporation or other organization, the securities of which may constitute a portion of the Trust, and the Trustees may delegate to any such protective or similar committee such power and authority as they may deem proper in the premises and may pay such portion of the expenses and compensation of such committee as they deem proper.

(i) To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions as the Trustees shall deem advisable; and for any sum so borrowed to issue the promissory note of the Plan, and to secure the repayment thereof by creating a security interest in all or any part, of the Trust; and no person lending such money shall be obligated to see that the money lent is applied to Trust purposes or to inquire into the validity, expedience or propriety of any such borrowing.

(j) To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.

(k) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance, including but not limited to, deeds, leases, mortgages, conveyances, contracts, waivers and releases, and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

(l) To renew or extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage, or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust or the preservation of the value of the investment; to waive any default whether in the performance of any covenant or conditions of any mortgage or in the performance of any guarantee or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid on property on foreclosure, to take a deed in lieu of foreclosure with or without paying any consideration therefor, and in connection therewith to release the obligation on the bond secured by such mortgage and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect of any such mortgage or guarantee.

(m) To employ suitable agents, advisors and counsel as they may deem necessary and advisable for the efficient operation and administration of the Trust and to charge the expense thereof to the Trust to the extent permitted by applicable law.

(n) To continue to have and to exercise after the termination of the Plan and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, or by law.

(o) To establish an administrative office and to retain employees and other professionals, and to purchase equipment and enter into leases and take all other actions necessary to operate an administrative office; to enter into arrangements with other entities under office sharing, expense sharing or similar sharing features intended to improve operational efficiencies or reduce costs; to form a corporation or corporations under the laws of any jurisdiction to serve as the administrative office.

Notwithstanding any provision set forth in this section 6.4 to the contrary, the Trustees shall exercise any power in a manner which is consistent with the applicable provisions of Title I of ERISA.

ARTICLE VII

Operation and Administration of Plan

7.1 Authority of Trustees. The Trustees shall be the named fiduciary for the Plan and shall have the authority and shall be responsible for the operation and administration of the Plan and shall conduct the business and activities of the Plan in accordance with the provisions of this Agreement.

7.2 Plan Responsibilities. The Trustees shall have full and complete authority and control over the Plan. In connection with their operation and administration of the Plan, unless the following responsibilities are allocated or delegated in accordance with the procedures set forth in sections 7.3(d) and (e), the Trustees shall:

(a) Formulate and adopt a written instrument describing those benefits to be provided by the Plan consistent with the purposes set forth in section 3.1 hereof.

(b) Determine the right of any person to a benefit. In the exercise of this responsibility, the Trustees shall provide every applicant whose application for a benefit is denied wholly or partially with a written notice setting forth the reason or reasons for the denial and any additional information required by applicable law. Further, the Trustees shall adopt a written appeal procedure which shall provide a claimant with a reasonable opportunity to appeal a full or partial denial of a benefit application.

(c) Establish and maintain a funding policy and method consistent with the Plan's objectives and in accordance with any law applicable to the Plan.

(d) Maintain books of account, records and other data as may be necessary for the proper administration and operation of the Plan, and a record of all their transactions, meetings and the actions taken at meetings or by informal action of the Trustees including minutes of all Trustees' meetings. A copy of the minutes of all Trustees' meetings shall be retained as a record of the Plan. All of said books, records and data shall be available at the Plan's administrative office during business hours for inspection by any Trustee.

(e) Prepare, execute, file and retain a copy for the Plan records of all reports required by law or deemed by the Trustees to be necessary or appropriate for the proper administration and operation of the Plan.

(f) Procure an audit of the books of the Plan by a Certified Public Accountant not less frequently than once each year. A copy of each such audit shall be made available upon request to each Employer, the Council and the Trustees as soon as is reasonably possible after it has been prepared, and a copy of such audit shall be kept available for inspection by authorized persons during business hours at the Plan's administrative office.

(g) Procure and maintain at the expense of the Plan such bonds as are required by law, together with such additional bonding coverage as the Trustees may determine for the Trustees, employees of the Plan, any agents acting on behalf of or retained by the Trustees and persons to whom fiduciary responsibilities have been delegated.

7.3 Plan Powers. The Trustees shall have such powers as may be necessary to discharge their responsibilities in managing and controlling the general operations and administration of the Plan. The Trustees shall have full and complete authority and control with respect to the operations and administration of the Plan unless such authority or control is allocated or delegated by the Trustees in accordance with the procedures set forth in subparagraphs (c) and (d) below. Any determination by the Trustees in the exercise of these powers shall be binding on all persons. In addition to such other powers as are conferred by law or are set forth elsewhere in this Agreement, the powers of the Trustees in connection with their operation and administration of the Plan shall include, but shall not be limited to, the following:

(a) To determine, from time to time, who shall be Employers, Employees or Participants; who shall be eligible for benefits under the Plan; the nature, type, character and amount of benefits to be provided and the medium by which such benefits shall be provided. In determining who shall be eligible for benefits under the Plan, the Trustees may establish standards for granting or denying such eligibility to Employees.

(b) To employ such consultants, accountants, counsel or other persons as they deem necessary or desirable in connection with the administration of the Plan and to employ one or more persons to render advice with regard to any responsibility or power of the Trustees. The costs of such services and other administrative expenses shall be paid by the Plan.

(c) To designate in writing persons who are not Trustees to carry out fiduciary or nonfiduciary responsibilities or duties of the Trustees, and in the event of such a designation the Trustees shall not be liable for any act or omission of such a person.

(d) To allocate, in writing by unanimous agreement, fiduciary or nonfiduciary responsibilities or duties among Trustees. Those persons to whom such responsibilities have not been allocated shall not be liable for any act or omission of those persons to whom such responsibilities have been allocated.

(e) To construe and interpret the Agreement and the Plan.

(f) To request and receive from the Employers, the Council, the Participants and their beneficiaries or dependents such information as shall be necessary for the proper administration of the Plan.

(g) To furnish the Employers and the Council, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate.

(h) To maintain such bank accounts as they deem appropriate for the administration of the Plan; provided, however, all checks, drafts, vouchers or other withdrawals of funds from the Plan shall be signed by at least one Union Trustee and one Employer Trustee, or if the Trustees unanimously so provide by contract or resolution, by a person to whom such responsibility has been delegated.

(i) To receive and review reports of the financial condition and of the receipts and disbursements of the Trust.

(j) To prescribe procedures to be followed by any persons in applying for any benefits under the Plan; and to designate the forms or documents, evidence and such other information as the Trustees may reasonably deem necessary, desirable or convenient to support an application for benefits under the Plan.

(k) To adopt such by-laws, rules, regulations, forms and procedures from time to time as they deem advisable and appropriate in the proper administration of the Plan, provided the same are consistent with the terms of this Agreement and do not modify or increase the burdens or obligations of any Employer or the Council under the terms of its collective bargaining agreement. Any construction of this Trust Agreement or the Plan and all rules and regulations adopted by action of the Trustees for the administration of the Trust shall be binding upon all parties dealing with the Trust and all persons claiming benefits hereunder.

(l) To have a judicial settlement of the Trust's accounts and judicial determination of any questions in connection with their duties and obligations hereunder, or in connection with the administration or distribution thereof. The costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid by the Plan as a general administration expense to the extent permitted by applicable law.

(m) To file, from time to time, with the Council and the Employers a statement of the Trust's accounts and such other reports as the Trustees deem necessary or appropriate. The Council and Employers may enter into an agreement approving and allowing such statement, account or report and any such agreement shall be binding and conclusive upon all persons whomsoever, and shall constitute a full discharge and acquittance of the Trustees with respect to the matters set forth in such statement, account or report, except to the extent such discharge or relief from liability is precluded by Part 4 of Title I of ERISA.

(n) To the extent such is consistent with the provisions of section 410(b) of ERISA, to purchase out of the assets of the Plan, insurance for the benefit of the Plan and/or the protection of the Trustees, Plan employees or other fiduciaries or service providers of the Plan against any losses by reason of errors or omissions or breach of fiduciary duty.

(o) To enter into any and all contracts and agreements for carrying out the terms of the Plan and for the administration and operation of the Plan 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.

(p) To borrow money, with or without security, for the Plan.

(q) To extend the time of payment of any obligation and to compromise and accept either total or partial satisfaction, or write off as uncollectible any Employer contribution to the Plan or any other indebtedness or other obligation as the Trustees may deem appropriate, provided such action is consistent with applicable law. An extension of time of payment, compromise or a decision to write off as uncollectible shall be deemed appropriate if the Trustees determine that the likelihood of collection or the anticipated expense of collecting justifies such action.

(r) To inspect and review the records of any Employer (either at the Employer's place of business or through the mail/electronic transfer of documents, whatever is deemed by the Plan to be most efficient) to the extent necessary to determine whether the proper contributions required to be made to the Plan have been made. The Trustees may, based upon all relevant circumstances, assess all or a portion of the cost of the audit to the Employer if an underpayment is disclosed by the audit, or the Employer fails to timely pay following demand for payment. Also, in the event the Employer resists the Plan Auditor's attempt to conduct the audit or obstructs completion of the audit (e.g., refuses to timely provide all records it possesses which the Plan Auditor believes are necessary to complete the audit), the Trustees may assess the Employer for all or a portion of the audit costs. If the Plan is required to initiate litigation to compel completion of the payroll audit, the Trustees may assess the Employer for the costs of the payroll audit plus all fees and costs that the Plan incurs in compelling the audit, including legal fees.

(s) To extend the coverage of the Plan to Employers who satisfy the conditions set forth in section 1.6 and their Employees upon such terms and conditions as the Trustees consider necessary to preserve an equitable relationship between the contributions made by the Employers then participating in the Plan and the benefits payable to their Participants.

(t) To enter into reciprocal arrangements for the recognition of elibility and/or transfer of assets to or from other defined benefit or defined contribution retirement plans now or hereinafter in existence, provided that such arrangements are consistent with applicable law, do not alter or detract from the benefits provided hereunder for the Participants of the Plan, and further provided, that such arrangements are equitable and consistent with sound accounting principles and practices.

(u) To amend the plan of benefits described in the written instrument provided for in section 7.2(a) hereof or any other provisions of such written instrument. Any amendment to such written instrument shall be in accordance with the amendment provisions thereof.

(v) To receive contributions or payments from any source whatsoever to the extent permitted by law.

(w) To attend and participate in conferences, seminars and similar educational meetings, which the Trustees deem helpful to them in the operation, administration, control or management of the Plan or Trust and to cause payment for all reasonable expenses therefor by the Plan.

(x) To pay membership dues in educational and other organizations operated for purposes related to the Plan.

(y) To establish and accumulate as part of the Trust a reserve or reserves adequate, in the opinion of the Trustees, to carry out the purposes of the Plan after taking into consideration, among other things, future benefit obligations, contingencies, expenses of administration and obligations of the Plan.

(z) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the Plan, although the power to do such acts is not specifically set forth herein.

Notwithstanding any provision set forth in this section 7.3 to the contrary, the Trustees shall exercise any power in a manner which is consistent with Title I of ERISA.

ARTICLE VIII

Contributions and Collections

8.1 Contributions to Plan. Each Employer shall make continuing and proper payments to the Plan as required by the collective bargaining or other written agreement to which each such Employer is a party (including allowing its Employees to make elective contributions to the extent authorized by such agreement), and as required by the National Labor Relations Act as described in section 8.4. In no event shall any Employer, directly or indirectly, receive any refund of contributions made to the Plan, unless all of the following conditions are satisfied:

(a) The contributions are made due to a bona fide mistake of law or fact as determined by the Trustees; and

(b) A refund in such circumstances is permitted by applicable law and will not adversely affect the tax-qualified status of the Plan or tax-exempt status of the Trust or the accounts maintained under the Plan; and

(c) The Trustees, in their sole discretion, approve the refund.

In lieu of providing a refund, the Trustees may establish a credit to be applied against the Employer's obligations owed to the Plan.

Upon payment to the Trustees, all responsibilities of each Employer for each of its contributions to the Trust shall cease. No Employer shall be liable for contributions required to be made by any other Employer and subject to timely payment of contributions as required by its collective bargaining or other agreement requiring it to contribute to the Plan, an Employer shall have no liability for funding or paying the benefits provided under the Plan. The Employer's obligation under the collective bargaining agreement to contribute to the Plan shall not be subject to setoff or counterclaim by the Employer for any liability, including, but not limited to a liability of the Council, Local Union or an Employee of the Employer. No contributions received by the Plan shall be deemed wages due to Employees; provided, however, in the event of an Employer's insolvency or liquidation, the preceding shall not act to preclude the collection of Employer contributions pursuant to a priority allowed for "wages" if the law recognizes such contributions as "wages" for such purposes.

8.2 Transmission of Reports and Contributions. The Trustees shall establish a uniform system among the Employers for the timely transmission of such reports and contributions, as the Trustees deem necessary, and shall also establish a periodic date on which such reports and contributions shall be due; provided, any such reporting and contribution dates so established shall be consistent with the Employers' collective bargaining agreements.

8.3 Delinquent Contributions and Reports. The Trustees, upon knowledge thereof, shall notify any Employer of a delinquency, mistake or discrepancy in its report or contribution. Any Employer contributions shall be considered delinquent if not received by the Plan's administrative office, pursuant to procedures established thereby, on or before the 15th day of the

month or placed in the U.S. Mail on or before the 15th day of the month, as evidenced by postmark, following the month for which the contributions are being made. With respect to Employers that fail to timely contribute or submit a contribution report, the Trustees shall have authority to take any one or more of the following actions:

(a) Establish rules and regulations providing for the assessment of interest, costs, fees and liquidated damages to be added to any delinquent contributions and to take such legal action, including proceedings at law, in equity or, if the Trustees so choose to submit the issue, in arbitration, as in their discretion may be necessary to collect contributions and liquidated damages assessed by them and to recover from any delinquent contributor on behalf of the Plan all costs and reasonable attorney's fees incurred in connection therewith. The Trustees may, in their sole discretion, assess a delinquent Employer the cost of a payroll audit if it is determined that the Employer is delinquent in its contributions to the Plan.

(b) Require an Employer who has been delinquent in its contributions to the Plan to deposit with the Trustees in advance as a guarantee of the payment of monthly contributions, an amount not to exceed three times the estimated monthly contribution of such Employer as a condition of such Employer's continuing to participate in the Plan, and may require that said guarantee be continuously maintained by such Employer as a condition of continuing to participate in the Plan. In the event any such Employer ceases to participate in the Plan, any excess in such guarantee over the contributions or other amounts required of such Employer to be paid to the Plan shall be returned to the Employer.

(c) Terminate the Employer from further participation in the Plan by giving notice of termination to the Employer and the Employees of such Employer. Such notice shall state the cause for termination and shall state the date on which the benefits provided by the Plan for the Employer's Employees shall cease.

8.4 Amount of Contributions. Each Employer shall make continuing and proper payments to the Plan as required by the collective bargaining agreement, Participation Agreement or other agreement to which each such Employer is a party. The aforementioned obligation to contribute to the Plan as required by the collective bargaining agreement shall include periods beyond the expiration of the term of the collective bargaining agreement during which the obligation to contribute under the collective bargaining agreement has been extended by the National Labor Relations Act; provided there is no dispute over the existence or extent of the obligation to contribute beyond the term of such agreement. The Trustees may enforce such a contribution obligation in a United States District Court.

ARTICLE IX

Controversies and Disputes

9.1 Reliance Upon Records. In any controversy, claim, demand, suit at law, or other proceeding between any Participant or any other person and the Trustees, the Trustees shall be entitled to rely upon any facts appearing in the records of the Trustees, certified to the Trustees by the Council or the Employers, any facts which are of public record and any other evidence pertinent to the issue involved.

9.2 Determination by Trustees Binding. All questions or controversies, of whatsoever character, arising in any manner or between any parties or persons in connection with the Trust or Plan or their operation, whether as to any claim for benefits, or as to the construction of language or meaning of this Agreement, the Plan, or the rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Trust or Plan or otherwise, shall be submitted to the Trustees or, where Trustee responsibility has been delegated to others, to such delegates for decision. The decision of the Trustees or their delegates shall be binding upon all persons dealing with the Trust or Plan or claiming any benefit thereunder, except to the extent that such decision may be determined to be arbitrary or capricious by a court having jurisdiction over such matter.

9.3 Compromise. The Trustees may, in their sole discretion, compromise or settle any claim or controversy, and any 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.

9.4 Right to Obtain Adjudication of Disputes. 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 an adjudication of such question or dispute, satisfactory to the Trustees, in their sole discretion, shall have been made, or the Trustees shall have been adequately indemnified against loss to their satisfaction.

ARTICLE X

Amendments

10.1 Method of Amendment. This Agreement may be amended in writing at any time by the Trustees in accordance with the voting provisions of section 5.5.

10.2 Limitation on Amendments. No amendment shall be adopted which alters the basic purpose of the Plan, conflicts with any applicable law or government regulation, causes the use or diversion of any part of the Trust for purposes other than those authorized herein, retroactively deprives anyone of a vested right or interest, increases the burdens or obligations of any Council or Employer except to the extent provided herein or permitted in its collective bargaining or other written agreement, affects the tax-exempt status of the Trust or the deductibility for income tax purposes of Employer contributions to the Plan. Further, no amendment shall (1) provide for an unequal number of Union Trustees and Employer Trustees or (2) change the method of voting in a manner that would provide the Union Trustees with a greater number of votes than the Employer Trustees or vice versa.

ARTICLE XI

Termination

11.1 Term of Plan. The Plan shall continue until all the collective bargaining agreements providing for contributions to the Plan have expired, and negotiations for extension thereof have ceased. The Plan may be terminated at an earlier date by written agreement of the Council and all Employers, which agreement shall be served upon each of the Trustees by registered mail. The termination shall not be effective until 60 days after mailing of such agreement to the Trustees.

11.2 Procedures on Termination. In the event of the termination of the Plan, the Trustees shall apply the Trust to pay or to provide for the payment of any and all obligations of the Plan and shall distribute and allocate all assets of the Trust in accordance with the provisions of the Plan; provided, however, that any Plan provision to the contrary notwithstanding, the assets of the Trust shall be allocated and distributed in the priorities and according to the categories required by applicable law, and no part of the corpus or income of the Trust shall be used for or diverted to purposes other than for the exclusive benefit of the Participants, former Participants or their beneficiaries or dependents, or the administrative expenses of the Plan or for other payments in accordance with the provisions of this Agreement. Under no circumstances shall any portion of the corpus or income of the Trust, directly or indirectly, revert or accrue to the benefit of any contributing Employer prior to all obligations having been satisfied or provided for. The Trustees may, after all the obligations of the Plan have been satisfied as provided in the Plan upon termination of the Plan, transfer any surplus monies and property in the Trust to any other fund that may exist or be created by and between the Council and the Employers or Associations for the same uses and purposes herein set forth; provided, however, that such surplus monies and property shall be for the purpose of providing benefits to Employees or former Employees on whose behalf contributions were made by Employers and, further provided, that any fund to which the Trustees transfer any surplus monies and property shall constitute a tax-exempt plan eligible to receive the transfer qualified under section 401(a) of the Code and similar subsequent statutes, and that the trust forming a part thereof shall be exempt under section 501(a) of the Code and similar subsequent statutes.

11.3 Notification of Termination. Upon termination of the Plan in accordance with this Article, the Trustees shall forthwith notify the Council, the Associations, each Employer and all other necessary parties, and the Trustees shall continue as Trustees for the purpose of liquidating the affairs of the Plan.

11.4 Distribution Upon Termination. Any total or partial distribution after termination of the Plan may be made at any time, and from time to time, in whole or in part, to the extent that no discrimination in value results in cash, securities or other assets of kind, as the Trustees, in their discretion, shall determine. The Trustees may defer any distribution upon termination pending receipt of a favorable determination letter from the Internal Revenue Service that the termination will not adversely affect the tax qualification of the Plan or the tax-exempt status of the Trust. In making such distribution, any and all determination, divisions, appraisals, apportionments and allotments so made, shall be final and conclusive and not subject to question by any person.

ARTICLE XII

General Provisions

12.1 Title to the Trust. Title to the Trust shall be vested in and remain exclusively in the Trustees and no Employer, Council, Association, Employee or any beneficiary shall have any right, title or interest in the Trust nor any right to contributions to be made thereto, nor any claim against any Employer on account thereof, except only as provided from time to time by this Agreement or under the Plan, and then only to the extent of the benefits payable to such person out of the Trust.

12.2 Liability of the Associations, Council, Local Unions and Employers. Except to the extent required by law, the Council, Local Unions, Associations and Employers shall not be responsible for the acts of the Trustees or for any debts, liabilities, obligations, benefits or insufficiency of the Trust.

12.3 Nonalienation of Benefits. Except for payments required by a qualified domestic relations order (as defined by the Code and ERISA), tax levy required to be paid under the Code, garnishment order under the Mandatory Victims Restitution Act, any indebtedness owed to the Plan or as otherwise permitted or required by law, the Trust shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse, former spouse or any relative, until such payment has been actually received by the person entitled to it. Any attempt to anticipate, alienate, settle, transfer, assign, pledge, encumber, charge or otherwise dispose of the same shall be void. The Plan shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to retirement benefits under the Plan.

12.4 Prohibition of Diversion of Trust. It shall be impossible by operation of the Trust or by its natural termination, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust or any funds contributed thereto to be used for, or diverted to purposes other than the exclusive benefit of Participants, former Participants, their beneficiaries or dependents prior to all obligations having been satisfied or provided for. No part of net earnings of the Trust shall inure (other than benefit payments as outlined above) to the benefit of any Employer, Association, Council or individual; provided, however, a contribution made by an Employer as the result of a mistake of law or fact may be returned to the Employer if the Trustees so direct provided the repayment is not prohibited by applicable law and will not adversely affect the tax-exempt status of the Trust and in a manner consistent with section 8.1.

12.5 Incompetency and Minors. In the event it is determined that any person entitled to receive benefits is unable to care for his affairs because of mental or physical incapacity, or because the person is a minor, the benefits due such person may be paid pursuant to the written instrument provided for in section 7.2(a) hereof. Such payment shall discharge the Plan from any liability to such person or to anyone representing him or his interest and the Trustees shall have no duty or obligation to see that the funds are used or applied for the benefit of such person.

12.6 Merger of the Plan. The Trustees are authorized to merge or consolidate the Plan with another tax-qualified retirement plan or to be party to a transfer of assets and liabilities with another tax-qualified retirement plan; provided such merger, consolidation or transfer of assets and liabilities complies with all applicable laws and provided such merger, consolidation or transfer of assets and liabilities does not affect the qualification of the Plan under section 401(a) of the Code and the tax-exempt status of the Trust under section 501(a) of the Code. Any provision herein to the contrary notwithstanding, and only to the extent law applicable to the Plan and Trust at the time of merger, consolidation or transfer requires, there shall be no merger or consolidation of the Plan or transfer of the Plan's assets or liabilities to another retirement plan and trust unless each Employee is entitled to receive a benefit immediately after such event (if the plan in which the Employee is participating after such event then terminated) which is equal to or greater than benefits he would have been entitled to receive if the plan and trust in which he had participated prior to such event had terminated immediately prior to such event.

12.7 Execution of Documents. The Trustees, by resolution, may authorize any Employer Trustee and any Union Trustee or any joint group, comprised equally of Employer and Union Trustees, to jointly execute any notice, certificate or other written instrument relating to the Plan and all persons, partnerships, corporations or associations may rely upon any such notice or instrument so executed as having been duly authorized and binding on the Plan and the Trustees. The Trustees may also authorize agents of the Plan, including the Plan's administrative manager, to execute documents on behalf of the Plan.

12.8 Notice and Delivery of Documents. Any notice required to be given hereunder may be given in person or by first class mail. Also, the parties may consent to electronic delivery of written notices required hereunder. When notice is given by mail, it shall be deemed to have been given as of the date of posting to the last known address of the addressee available from the Plan records.

12.9 Gender, Number and Headings. Wherever any words are used herein in the masculine gender they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and wherever any words are used herein in the singular form they shall be construed as though they were also used in the plural form in all cases where they would so apply. Titles of articles and headings of sections and subsections are inserted for convenience of reference. They constitute no part of this Agreement and are not to be considered in the construction hereof.

12.10 Information to be Furnished by Employers. Each Employer shall furnish to the Trustees such records with respect to each of his Employees sufficient to determine the benefits due or which may become due hereunder as the Trustees may require in connection with the administration of the Plan. In the event of an alleged discrepancy in Employer contributions to the Plan or in any other data required for the Employer by this Agreement or by the Plan, the Trustees shall, in writing, notify the Employer of such alleged discrepancy and the period of time that the discrepancy is claimed to cover. On receipt of such written notice, the Employer shall promptly furnish to the Trustees any data requested that pertains to such alleged discrepancy.

12.11 Qualification. The Trust shall be tax-exempt under section 501(a) of the Code and the Plan shall be qualified under section 401(a) of the Code. The Trustees are authorized to

take all actions consistent with this Trust Agreement and applicable collective bargaining agreements to do whatever is necessary to enable the Plan to make whatever applications are necessary with the Internal Revenue Service to receive and maintain a favorable determination from the Internal Revenue Service respecting the tax-qualified status of the Plan and tax-exempt status of the Trust.

12.12 Construction. This Agreement is created and accepted in the State of Illinois. All questions pertaining to its validity or construction not otherwise preempted by federal law shall be determined in accordance with the laws of the State of Illinois. If any provision contained in this Agreement or in any collective bargaining agreement pursuant to which this Agreement is created should be held unlawful, such provision shall be of no force and effect and this Agreement or any such collective bargaining agreement shall be treated as if such provision had not been contained therein.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

ARTICLE XIII

Adoption

IN WITNESS WHEREOF, the undersigned, as the duly appointed Trustees of the Mid-America Carpenters Regional Council Supplemental Retirement Fund Trust, do hereby accept the Trust created hereunder and agree to perform the duties, responsibilities and obligations under this Agreement as of the day, month and year first above written. Further, the undersigned Trustees do hereby adopt the Mid-America Carpenters Regional Council Supplemental Retirement Fund Trust Agreement in the form of this Agreement and agree to be bound by the terms of this Agreement.

Employer Trustees	**Union Trustees**
Date: 8/27/25	Date: 8/27/25
Date: 8/28/25	Date: 8-27-25
Date:	Date:
Date:	Date:
Date: 8.27.2025	Date:

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ARTICLE XIII

Adoption

IN WITNESS WHEREOF, the undersigned, as the duly appointed Trustees of the Mid-America Carpenters Regional Council Supplemental Retirement Fund Trust, do hereby accept the Trust created hereunder and agree to perform the duties, responsibilities and obligations under this Agreement as of the day, month and year first above written. Further, the undersigned Trustees do hereby adopt the Mid-America Carpenters Regional Council Supplemental Retirement Fund Trust Agreement in the form of this Agreement and agree to be bound by the terms of this Agreement.

Employer Trustees	**Union Trustees**
_____	_____
Date: _____	Date: 9/9/25
_____	_____
Date: _____	Date: _____
_____	_____
Date:	Date:
_____	_____
Date: _____	Date: _____
_____	_____
Date: _____	Date: _____

ARTICLE XIII

Adoption

IN WITNESS WHEREOF, the undersigned, as the duly appointed Trustees of the Mid-America Carpenters Regional Council Supplemental Retirement Fund Trust, do hereby accept the Trust created hereunder and agree to perform the duties, responsibilities and obligations under this Agreement as of the day, month and year first above written. Further, the undersigned Trustees do hereby adopt the Mid-America Carpenters Regional Council Supplemental Retirement Fund Trust Agreement in the form of this Agreement and agree to be bound by the terms of this Agreement.

Employer Trustees	**Union Trustees**
_____	John M Jarger (Sep 12, 2025 13:50:04 CDT)
Date: _____	Date: 12/09/2025
Brett Szabo (Sep 15, 2025 14:01:12 CDT)	Joel Pogose (Sep 17, 2025 09:12:27 CDT)
Date: 15/09/2025	Date: 17/09/2025
Kevin Geshwender (Sep 2, 2025 14:24:45 CDT)	_____
Date: 02/09/2025	Date: _____
_____	_____
Date: _____	Date: _____
_____	_____
Date: _____	Date: _____

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