EIGHTH AMENDMENT TO THE MICHIGAN LABORERS’ PENSION FUND
AMENDED AGREEMENT AND DECLARATION OF TRUST

WHEREAS, the Michigan Laborers’ Pension Fund (“Fund”), is maintained pursuant to an Amended Agreement and Declaration of Trust (“Trust”) between the Michigan Laborers’ District Council, which was formerly named the State of Michigan Laborers’ District Council, (“Union”) and the Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division (“AGC”), the Labor Relations Division of the Michigan Road Builders Association, Inc. (“MRBA”) and the Associated Underground Contractors, Inc. (“AUC”) (collectively the “Associations”); and

WHEREAS, the Union and the Associations have the right to amend the Trust and have periodically exercised their right to amend the Trust; and

WHEREAS, the MRBA and the AUC were merged, effective February 1, 2005, to create the Michigan Infrastructure & Transportation Association, Inc. (“MITA”), and

WHEREAS, the MITA is the successor to the MRBA and the AUC; and

WHEREAS, the Union and the Associations wish to amend the Trust to recognize the creation of the MITA, and to assure that the MITA properly succeeds to all rights and obligations of the MRBA and the AUC under the Trust and otherwise with respect to the Plan created pursuant to the Trust and to properly reflect the current names of the parties to the Trust;

NOW, THEREFORE, the Union and the Associations hereby amend the Trust as follows, effective February 1, 2005:

1. The preamble of the Trust is amended to read:

This Restated Agreement and Declaration of Trust, effective October 1, 1968, by and between:

Michigan Laborers’ District Council (hereinafter referred to as the “District Council”) on behalf of each of its constituent Locals which became covered under this Agreement and Declaration of Trust (which Locals shall hereinafter be referred to as the “Participating Locals”); and

Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division and the Michigan Infrastructure & Transportation Association, Inc. (hereinafter referred to as the “Associations”):
2. Section 1 of Article III is amended to read:

Section 1 – Designation of Trustees:

There shall be sixteen (16) Trustees under this Agreement and Declaration of Trust who shall be the Trustees of the Trust Fund created and established hereunder.

The District Council shall appoint eight (8) Trustees, and two (2) Alternate Trustees who shall serve at large to substitute for, or replace any regular Union Trustee in the event of the latter's absence from a duly convened meeting; it being understood that at no time, however, shall more than eight (8) Trustees or Alternate Trustees appointed by the District Council be empowered to act hereunder. The Trustees and Alternate Trustees appointed by the District Council shall be called the "Union Trustees." One (1) of the regular Trustees so designated by the District Council shall be from the Laborers' Local Union having primary jurisdiction over highway work in the State of Michigan and shall be chosen by that Local Union.

The Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division shall appoint five (5) Trustees. The Michigan Infrastructure & Transportation Association, Inc. shall appoint three (3) Trustees. In addition, the Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division shall appoint two (2) Alternate Trustees who shall serve at large to substitute for or replace any regular Employer Trustee in the event of the latter's absence from a duly convened meeting; it being understood that at no time, however, shall more than eight (8) Trustees or Alternate Trustees appointed by the Associations be empowered to act hereunder. The Trustees and the Alternate Trustees appointed by the Associations shall be called "Employer Trustees."

Each of the respective Trustees shall serve without compensation at the will of the organization designating the Trustees but shall be reimbursed for all reasonable and necessary expenses incurred in connection with the performance of their duties. The designating organizations shall likewise select successor Trustees whenever vacancies occur among their respective designees.
The number of Trustees may be changed from time to time by mutual agreement of the parties and amendment of this Amended Agreement and Declaration of Trust as provided in Article VI hereof.

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment to the Agreement and Declaration of Trust as of February 2005.

Michigan Laborers' District Council
By: [Signature]
Its: [Signature]

Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division
By: [Signature]
Its: [Signature]

Michigan Infrastructure & Transportation Association, Inc., as successor to the Labor Relations Division of the Michigan Road Builders Association, Inc. and the Associated Underground Contractors, Inc.
By: [Signature]
Its: [Signature]
SEVENTH AMENDMENT TO THE
STATE OF MICHIGAN LABORERS’ DISTRICT COUNCIL PENSION FUND
AMENDED AGREEMENT AND DECLARATION OF TRUST

WHEREAS, effective July 1, 1968, the State of Michigan Laborers’ District Council, the Michigan Chapter, Associated General Contractors of America, Inc. and the Labor Relations Division of the Michigan Road Builders Association amended and restated in its entirety the State of Michigan Laborers’ District Council Pension Fund Agreement and Declaration of Trust ("Agreement"); and

WHEREAS, by subsequent amendment, the Associated Underground Contractors, Inc. was added as an employer association party to the Agreement; and

WHEREAS, the parties now desire to further amend the Agreement to change the name of the trust fund created pursuant to the Agreement;

NOW, THEREFORE, exercising rights reserved to them under Article VI, Section 1 of the Agreement, the parties amend the Agreement effective ________, 1997 as follows:

1. The fourth paragraph in the preambles of the Agreement is amended as follows:

NOW, THEREFORE, in consideration of the premises and in order to establish and provide for the maintenance of the aforesaid trust fund, to be known as "Michigan Laborers’ Pension Fund" (hereinafter referred to as the "Trust Fund"), it is mutually understood and agreed as follows:

2. Article I, Section 6 of the Agreement is amended as follows:

Section 6 - Trust Fund

The term "Trust Fund" as used herein shall mean the Michigan Laborers’ Pension Fund and the entire assets of the same, including all funds received by the Trustees in the form of Employer Contributions, together with all contracts (including dividends, interest, refunds and other sums payable to the Fund on account of such contracts), all investments made and held by the Trustees, all income, increments, earnings and profits therefrom and any and all other property or funds received and held by the Trustees under this Agreement and Declaration of Trust. The Trust Fund shall not be commingled with any other fund but shall at all times be separate and used only for the purposes set forth herein.
3. Article II, Section 1 of the Agreement is amended as follows:

Section 1 - Creation of Trust

There is hereby created a trust to be known as the Michigan Laborers' Pension Fund. The Trust Fund constitutes an irrevocable trust for the purposes set forth hereinafter and is to be managed in the sole discretion of the Trustees, subject to the limitations contained in this Agreement and Declaration of Trust and all applicable federal, state and local laws. The parties hereto do hereby accept and agree to be bound by the provisions of this Agreement and Declaration of Trust.

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment to the Amended Agreement and Declaration of Trust effective _____________, 1997.

STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL

By

Its

LABOR RELATIONS DIVISION OF THE MICHIGAN ROAD BUILDERS' ASSOCIATION

By

Its

LABOR RELATIONS DIVISION OF THE MICHIGAN CHAPTER, ASSOCIATED CONTRACTORS OF AMERICA, INC.

By

Its

ASSOCIATED UNDERGROUND CONTRACTORS, INC.

By

Its
SIXTH AMENDMENT

TO

STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL PENSION FUND

AMENDED AGREEMENT AND DECLARATION OF TRUST

WHEREAS, effective July 1, 1968, the State of Michigan Laborers' District Council, the Michigan Chapter, Associated General Contractors of America, Inc. and the Labor Relations Division of the Michigan Road Builders' Association amended and restated in its entirety the State of Michigan Laborers' District Council Pension Fund Agreements and Declaration of Trust; and

WHEREAS, by subsequent amendment, the Associated Underground Contractors, Inc. was added as an employer association party to the Agreement; and

WHEREAS, the parties are now desirous of further amending the Agreement to expand the number of Trustees serving thereunder to accommodate the addition of another Local Union as a participating Local in the Fund;

NOW, THEREFORE, in exercise of the rights reserved to the parties under the provisions of Section 1 of Article VI of said Agreement and Declaration of Trust it is hereby amended, effective this 1st day of February, 1992, as follows:

1. Section 1 of Article III is amended to read:

"SECTION 1 - DESIGNATION OF TRUSTEES:

There shall be sixteen Trustees under this Agreement and Declaration of Trust who shall be the Trustees of the Trust Fund created and established hereunder.

The District Council shall appoint eight Trustees and two Alternate Trustees who shall serve at large to substitute for, or replace, any regular Union Trustee in the event of the latter's absence from a duly convened meeting; it being understood that at no time, however, shall more than eight Trustees or Alternate Trustees appointed by the District Council be empowered to act hereunder. The Trustees and Alternate Trustees appointed by the District Council shall be called 'Union Trustees'. One of the regular Trustees so designated by the District Council shall be from the Laborers' Local Union having primary jurisdiction over highway work in the State of Michigan and shall be chosen by that Local Union."
The Michigan Chapter, Associated General Contractors of America, Inc. shall appoint five Trustees. The Labor Relations Division of the Michigan Road Builders' Association shall appoint two Trustees. The Associated Underground Contractors, Inc. shall appoint one Trustee. In addition, the Michigan Chapter, Associated General Contractors of America, Inc. shall appoint two Alternate Trustees who shall serve at large to substitute for or replace any regular Employer Trustee in the event of the latter's absence from a duly convened meeting: it being understood that at no time, however, shall more than eight Trustees or Alternate Trustees appointed by the Associations be empowered to act hereunder. The Trustees and Alternate Trustees appointed by the Associations shall be called 'Employer Trustees'.

Each of the respective Trustees shall serve without compensation at the will of the organization designating him but shall be reimbursed for all reasonable and necessary expenses incurred in connection with performance of his duties. The designating organizations shall likewise select successor Trustees whenever vacancies occur among their respective designees.

The number of Trustees may be changed from time to time by mutual agreement of the parties and amendment of this Agreement and Declaration of Trust as provided in Article VI hereof.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to the State of Michigan Laborers' District Council Pension Fund Amended Agreement and Declaration of Trust as of this 1st day of October, 1992.

STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL

By

Its

LABOR RELATIONS DIVISION OF THE MICHIGAN ROAD BUILDERS' ASSOCIATION

By

Its

LABOR RELATIONS DIVISION OF THE MICHIGAN CHAPTER, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

By

Its

ASSOCIATED UNDERGROUND CONTRACTORS, INC.

By

Its

SECRETARY

SECRETARY
FIFTH AMENDMENT
TO
STATE OF MICHIGAN LABORERS’ DISTRICT COUNCIL PENSION FUND
AMENDED AGREEMENT AND DECLARATION OF TRUST

WHEREAS, effective July 1, 1968, the State of Michigan Laborers’ District Council, the Michigan Chapter, Associated General Contractors of America, Inc., and the Laborer Relations Division of the Michigan Road Builders’ Association amended and restated in its entirety the State of Michigan Laborers’ District Council Pension Fund Agreement and Declaration of Trust; and

WHEREAS, the parties to the Agreement and Declaration of Trust also established the Michigan Laborers’ Training Fund effective as of September 1, 1971, pursuant to which the Trustees of that Fund employ personnel to train Laborers; and

WHEREAS, the Trustees of the Michigan Laborers’ Training Fund wish to make contributions in behalf of their employees to the State of Michigan Laborers’ District Council Pension Fund and the Trustees of said Pension Fund are willing to accept such contributions; and

WHEREAS, the parties to the Agreement and Declaration of Trust now desire to amend same to permit the Michigan Laborers’ Training Fund to make such contributions; and

WHEREAS, the parties to the Agreement reserved to themselves the right to amend said Agreement from time to time;

NOW, THEREFORE, in exercise of the rights reserved to the parties under the provisions of Section 1 of Article VI of said Agreement and Declaration of Trust it is hereby amended, retroactive to September 1, 1971, as follows:

1) Section 2 of Article I is amended to read:

"Section 2 - Employee

The term "Employee" as used herein shall mean any person employed by any Employer as defined herein and working within the jurisdiction of the Union, business agents and other officers of the Union employed in such capacity by the Union, and employees of the Michigan Laborers’ Training Fund in whose behalf the Trustees thereof make contributions hereto."

2) Section 3 of Article I is amended to read:
Section 3 - Employer

The term 'Employer' as used herein shall include:

A. Any member of an Employer Association who is bound by the terms of a collective bargaining agreement between the District Council or a Participating Local and his Association to make contributions to the Trust Fund;

B. Any other Employer engaged in work coming under the jurisdiction of one of the Participating Locals who is obliged, by a written agreement, to make contributions to the Trust Fund;

C. The District Council and the Participating Locals to the extent, and only to the extent, that they act in the capacity of an employer of their business representatives or other employees, in whose behalf they make contributions to the Trust Fund; and

D. The Michigan Laborers' Training Fund to the extent, and only to the extent, that it makes contributions to the Trust Fund in behalf of its employees.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to the State of Michigan Laborers' District Council Pension Fund Amended Agreement and Declaration of Trust on the 1st day of March, 1979, to be effective September 1, 1971.

MICHIGAN CHAPTER, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

By

LABOR RELATIONS DIVISION OF THE MICHIGAN ROAD BUILDERS' ASSOCIATION

By

STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL

By

ASSOCIATED UNDERGROUND CONTRACTORS, INC.

By
FOURTH AMENDMENT
TO
STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL PENSION FUND
AMENDED AGREEMENT AND DECLARATION OF TRUST

WHEREAS, effective July 1, 1968, the State of Michigan Laborers' District Council, the Michigan Chapter, Associated General Contractors of America, Inc., and the Laborer Relations Division of the Michigan Road Builders' Association amended and restated in its entirety the State of Michigan Laborers' District Council Pension Fund Agreement and Declaration of Trust; and

WHEREAS, the parties to the Agreement and Declaration of Trust now desire to amend same to permit the Associated Underground Contractors, Inc. to become an employer party thereto with the right to appoint an Employer Trustee to serve thereunder; and

WHEREAS, the parties to the Agreement reserved to themselves the right to amend said Agreement from time to time;

NOW, THEREFORE, in exercise of the rights reserved to the parties under the provisions of Section 1 of Article VI of said Agreement and Declaration of Trust it is hereby amended, effective this __________ day of __________, 1974, as follows:

1) The preamble is amended to include as an Employer Association party to the Agreement and Declaration of Trust the Associated Underground Contractors, Inc.

2) Section 1 of Article III is amended to read:

"SECTION 1 - DESIGNATION OF TRUSTEES:

There shall be fourteen Trustees under this Agreement and Declaration of Trust who shall be the Trustees of the Trust Fund created and established hereunder.

The District Council shall appoint seven Trustees and two Alternate Trustees who shall serve at large to substitute for or replace any regular Union Trustee in the event of the latter's absence from a duly convened meeting; it being understood that at no time, however, shall more than seven Trustees or Alternate Trustees appointed by the District Council be empowered to act hereunder. The Trustees and
Alternate Trustees appointed by the District Council shall be called 'Union Trustees'. One of the regular Trustees so designated by the District Council shall be from the Laborers' Local Union having primary jurisdiction over highway work in the State of Michigan and shall be chosen by that Local Union.

The Michigan Chapter, Associated General Contractors of America, Inc. shall appoint four Trustees. The Labor Relations Division of the Michigan Road Builders' Association shall appoint two Trustees. The Associated Underground Contractors, Inc. shall appoint one Trustee. In addition, the Michigan Chapter, Associated General Contractors of America, Inc. shall appoint two Alternate Trustees who shall serve at large to substitute for or replace any regular Employer Trustee in the event of the latter's absence from a duly convened meeting; it being understood that at no time, however, shall more than seven Trustees or Alternate Trustees appointed by the Associations be empowered to act hereunder. The Trustees and Alternate Trustees appointed by the Associations shall be called 'Employer Trustees'.

Each of the respective Trustees shall serve without compensation at the will of the organization designating him but shall be reimbursed for all reasonable and necessary expenses incurred in connection with performance of his duties. The designating organizations shall likewise select successor Trustees whenever vacancies occur among their respective designees.

The number of Trustees may be changed from time to time by mutual agreement of the parties and amendment of this Agreement and Declaration of Trust as provided in Article VI hereof.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to the State of Michigan Laborers' District Council Pension Fund Amended Agreement and Declaration of Trust as of this 31st day of May, 1974.
MICHIGAN CHAPTER, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

By [Signature]

LABOR RELATIONS DIVISION OF THE MICHIGAN ROAD BUILDERS' ASSOCIATION

By [Signature]

STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL

By [Signature]

ASSOCIATED UNDERGROUND CONTRACTORS, INC.

By [Signature]
THIRD AMENDMENT

TO

STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL PENSION FUND

AMENDED AGREEMENT AND DECLARATION OF TRUST

WHEREAS, effective July 1, 1968, the State of Michigan Laborers' District Council, the Michigan Chapter, Associated General Contractors of America, Inc., and the Laborer Relations Division of the Michigan Road Builders' Association amended and restated in its entirety the State of Michigan Laborers' District Council Pension Fund Agreement and Declaration of Trust; and

WHEREAS, in order to minimize problems of meeting quorum requirements and for other valid reasons the parties to said Agreement now desire to amend the Agreement to provide for the appointment of Alternate Trustees to serve thereunder; and

WHEREAS, the parties to the Agreement reserved to themselves the right to amend said Agreement from time to time;

NOW, THEREFORE, in exercise of the rights reserved to the parties under the provisions of Section 1 of Article VI of said Agreement and Declaration of Trust it is hereby amended, effective this 17th day of May, 1973,

1) Section 7 of Article I is amended to read:

"SECTION 7 - TRUSTEE:

The term 'Trustee' as used herein shall mean any natural person designated as a Trustee or Alternate Trustee pursuant to Article III, of this Agreement and Declaration of Trust and the term shall include both a Trustee and an Alternate Trustee when acting in place of a Trustee unless the context clearly indicates the contrary.

2) Section 1 of Article III is amended to read:

"SECTION 1 - DESIGNATION OF TRUSTEES:

There shall be fourteen Trustees under this Agreement and Declaration of Trust who shall be the Trustees of the Trust Fund created and established hereunder.
The District Council shall appoint seven Trustees and two Alternate Trustees who shall serve at large to substitute for or replace any regular Union Trustee in the event of the latter's absence from a duly convened meeting; it being understood that at no time, however, shall more than seven Trustees or Alternate Trustees appointed by the District Council be empowered to act hereunder. The Trustees and Alternate Trustees appointed by the District Council shall be called 'Union Trustees'. One of the regular Trustees so designated by the District Council shall be from the Laborers' Local Union having primary jurisdiction over highway work in the State of Michigan and shall be chosen by that Local Union.

The Michigan Chapter, Associated General Contractors of America, Inc., shall appoint five Trustees. The Labor Relations Division of the Michigan Road Builders' Association shall appoint two Trustees. In addition, the Michigan Chapter, Associated General Contractors of America, Inc., shall appoint two Alternate Trustees who shall serve at large to substitute for or replace any regular Employer Trustee in the event of the latter's absence from a duly convened meeting; it being understood that at no time, however, shall more than seven Trustees or Alternate Trustees appointed by the Associations be empowered to act hereunder. The Trustees and Alternate Trustees appointed by the Associations shall be called 'Employer Trustees':

Each of the respective Trustees shall serve without compensation at the will of the organization designating him but shall be reimbursed for all reasonable and necessary expenses incurred in connection with performance of his duties. The designating organizations shall likewise select successor Trustees whenever vacancies occur among their respective designees.

The number of Trustees may be changed from time to time by mutual agreement of the parties and amendment of this Agreement and Declaration of Trust as provided in Article VI hereof.

3) Section 2 of Article III is amended to read:

"SECTION 2 - QUORUM:

Eight Trustees, at least four of whom are Union Trustees and four of whom are Employer Trustees, must be present to constitute a quorum."
4) Section 3 of Article IV is amended to read:

"SECTION 3 - FIDELITY BONDS AND LIABILITY INSURANCE:

All of the Trustees and each Employee employed by the Trustees who may be engaged in the handling of moneys of the Trust Fund shall be bonded by a duly authorized surety company for such sums as the Trustees, from time to time, shall determine (but for not less than any amount required by any applicable law). The cost of premiums for such bonds shall be paid out of the Trust Fund. The Trustees are authorized to procure liability insurance on themselves for errors or omissions which might be committed by them in good faith while serving in their capacity as Trustees and to pay a reasonable premium therefor from the Trust Fund."

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the State of Michigan Laborers' District Council Pension Fund Amended Agreement and Declaration of Trust as of this 17 day of May, 1973.

MICHIGAN CHAPTER, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

By

STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL

By

LABOR RELATIONS DIVISION OF THE MICHIGAN ROAD BUILDERS' ASSOCIATION

By

- 3 -
SECOND AMENDMENT

TO

STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL PENSION FUND

AMENDED AGREEMENT AND DECLARATION OF TRUST

September 21, 1972
SECOND AMENDMENT
STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL PENSION FUND
AMENDED AGREEMENT AND DECLARATION OF TRUST
September 21, 1972

For the purpose of clarifying and codifying banking procedures of
the Trust Fund, the parties, pursuant to Article VI, Section 1, of the STATE OF
MICHIGAN LABORERS' DISTRICT COUNCIL PENSION FUND AMENDED AGREEMENT
AND DECLARATION OF TRUST, do amend Article V of said Agreement by adding
the following provision:

ARTICLE V

MISCELLANEOUS

Section 16 - Banking Transactions

The Trustees shall deposit all monies received by them in such bank
or banks as they may select for that purpose. All withdrawals of monies from
such bank or banks shall be made only by check or other withdrawal order signed
by a Union Trustee and an Employer Trustee authorized by Resolution of the
Trustees to sign and countersign. In addition thereto, the Trustees are empowered
to authorize an Administrator or responsible individual(s) or firm to act as agent
of the Trustees with respect to such bank account or accounts. The authority and
powers of such agent shall be as are set forth herein, or as are set forth in
Resolutions adopted by the Trustees, or as are set forth in a written agreement
or agreements by and between such Administrator, responsible individual(s) or
firm and the Trustees.

IN WITNESS WHEREOF, the parties have executed this Second Amend-
ment to the STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL PENSION FUND
AMENDED AGREEMENT AND DECLARATION OF TRUST as of this 21st day of
September, 1972.

MICHIGAN CHAPTER, ASSOCIATED
GENERAL CONTRACTORS OF
AMERICA, INC.

By

STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL

LAWRENCE E. GYL

LABOR RELATIONS DIVISION OF
THE MICHIGAN ROAD BUILDERS
ASSOCIATION

By
FIRST AMENDMENT

TO

STATE OF MICHIGAN LABORERS’ DISTRICT COUNCIL PENSION FUND

AMENDED AGREEMENT AND DECLARATION OF TRUST

September 21, 1972
FIRST AMENDMENT
STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL PENSION FUND
AMENDED AGREEMENT AND DECLARATION OF TRUST
September 21, 1972

Pursuant to the provisions of Article III, Section 1, and Article VI, Section 1, of the STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL PENSION FUND AMENDED AGREEMENT AND DECLARATION OF TRUST, the parties hereto have mutually agreed that the number of Trustees shall be increased from twelve (12) to fourteen (14).

THEREFORE, IT IS RESOLVED that the STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL PENSION FUND AMENDED AGREEMENT AND DECLARATION OF TRUST shall be amended as follows:

ARTICLE III

TRUSTEES

Section 1 - Designation of Trustees

There shall be fourteen Trustees under this Agreement and Declaration of Trust who shall be the Trustees of the Trust Fund created and established hereunder. Seven Trustees shall be designated by the District Council and shall be termed "Union Trustees". One of the Trustees so designated by the District Council shall be from the Laborers Local Union having primary jurisdiction over highway work in the State of Michigan and shall be chosen by that Local Union. Seven Trustees shall be designated by the Associations and shall be termed "Employer Trustees". Of the seven Employer Trustees, five shall be designated by the Michigan Chapter, Associated General Contractors of America, Inc., and two shall be designated by the Labor Relations Division of the Michigan Road Builders Association.

Each of the respective Trustees shall serve without compensation at the will of the organization designating him but shall be reimbursed for all reasonable and necessary expenses incurred in connection with performance of his duties. The designating organizations shall likewise select successor Trustees whenever vacancies occur among their respective designatees.

The number of Trustees may be changed from time to time by mutual agreement of the parties and amendment of this Agreement and Declaration of Trust as provided in Article VI hereof.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL PENSION FUND
AMENDED AGREEMENT AND DECLARATION OF TRUST as of this 21st day of September, 1972.

MICHIGAN CHAPTER, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

By

STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL

By

LABOR RELATIONS DIVISION OF THE MICHIGAN ROAD BUILDERS ASSOCIATION

By
STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL PENSION FUND
AMENDED AGREEMENT AND DECLARATION OF TRUST

This restated Agreement and Declaration of Trust, effective October 1, 1968, by and between:

State of Michigan. Laborers' District Council (hereinafter referred to as the "District Council") on behalf of each of its constituent Locals which become covered under this Agreement and Declaration of Trust (which Locals shall hereinafter be referred to individually as a "Participating Local" and collectively as "Participating Locals"); and

Michigan Chapter, Associated General Contractors of America, Inc., and Labor Relations Division of the Michigan Road Builders Association (hereinafter referred to as the "Associations");

WITNESSETH:

WHEREAS, the aforementioned parties or some of their respective constituent members have in effect, or shall have in effect, collective bargaining agreements which provide, among other things, for the establishment of a pension fund for the benefit of employees working within the jurisdiction of the Participating Locals; and

WHEREAS, the District Council is empowered to act on behalf of the Participating Locals to implement such a pension fund, and the Associations are likewise empowered to act on behalf of their constituent members to implement such a pension fund; and

WHEREAS, to effectuate the aforesaid purposes, it is desired to establish and maintain a trust fund which will conform to the applicable requirements of the Labor-Management Relations Act of 1947, as amended, and qualify as a "qualified trust" and as an "exempt trust" pursuant to the United States Internal Revenue Code and the rules and regulations thereunder;

NOW, THEREFORE, in consideration of the premises and in order to establish and provide for the maintenance of the aforesaid trust fund, to be known as "State of Michigan Laborers' District Council Pension Fund" (hereinafter referred to as the "Trust Fund"), it is mutually understood and agreed as follows:

-1-
ARTICLE I

DEFINITIONS

Section 1 - Agreement and Declaration of Trust

The term "Agreement and Declaration of Trust" as used herein shall mean this instrument as it may from time to time be amended as hereinafter provided.

Section 2 - Employee

The term "Employee" as used herein shall mean any person employed by any Employer as defined herein and working within the jurisdiction of the Union, and business agents and other officers of the Union employed in such capacity by the Union.

Section 3 - Employer

The term "Employer" as used herein shall include:

A. Any member of an Employer Association who is bound by the terms of a collective bargaining agreement between a Participating Local and his Association to make contributions to the Trust Fund;

B. Any other Employer engaged in work coming under the jurisdiction of one of the Participating Locals who is obliged, by a written agreement, to make contributions to the Trust Fund; and

C. The District Council and the Participating Locals to the extent, and only to the extent, that they act in the capacity of an employer of their business representatives or other employees, in whose behalf they make contributions to the Trust Fund.

Section 4 - Employer Contributions

The term "Employer Contributions" as used herein shall mean payments made to the Trust Fund by an Employer.

Section 5 - Pension Plan

The term "Pension Plan" as used herein shall mean the plan, program, method, and procedure for the receipt of contributions from Employers and the payment of benefits from the Trust Fund in accordance with such eligibility requirements as the Trustees, from time to time, may adopt and promulgate.
Section 6 - Trust Fund

The term "Trust Fund" as used herein shall mean the STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL PENSION FUND and the entire assets thereof, including all funds received by the Trustees in the form of Employer Contributions, together with all contracts (including dividends, interest, refunds, and other sums payable to the Fund on account of such contracts), all investments made and held by the Trustees, all income, increments, earnings and profits therefrom, and any and all other property or funds received and held by the Trustees under this Agreement and Declaration of Trust. The Trust Fund shall not be commingled with any other fund but shall at all times be kept separate and used only for the purposes set forth herein.

Section 7 - Trustee

The term "Trustee" as used herein shall mean any natural person designated as a Trustee pursuant to Article III of this Agreement and Declaration of Trust.

Section 8 - Union

The term "Union" as used herein shall be the District Council or any Participating Local or, collectively, the District Council and any Participating Local, or, collectively, any Participating Locals of the Laborers' International Union of North America which have in effect written agreements which require contributions to the Trust Fund.

ARTICLE II

CREATION, PURPOSE, AND APPLICATION OF THE TRUST FUND

Section 1 - Creation of Trust

There is hereby created a trust to be known as the STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL PENSION FUND. The Trust Fund constitutes an irrevocable trust for the purposes set forth hereinafter and is to be managed in the sole discretion of the Trustees, subject to the limitations contained in this Agreement and Declaration of Trust and all applicable federal, state and local laws. The parties hereto do hereby accept and agree to be bound by the provisions of this Agreement and Declaration of Trust.

Section 2 - Purpose of the Trust Fund

The Trust Fund is created, established and maintained, and the Trustees agree to receive the Trust Fund and to hold and administer it, for the purpose of providing benefits for the Employees and their beneficiaries in accordance with the Pension Plan.
Section 3 - Application of the Trust Fund

To effect the purpose of the Trust Fund as hereinabove set forth, the Trustees shall have the power to use and apply the Trust Fund for the following purposes:

A. To pay or provide for the payment of benefits to Employees and their beneficiaries when found eligible to receive the same. All such benefits shall be financed from the Trust Fund.

B. To pay or provide for the payment of all reasonable and necessary expenses, costs, and fees, having to do with the implementation of the Pension Plan including, but without limitation to, all expenses which may be incurred in connection with the establishment of the Trust Fund and Pension Plan, including employment of such administrative, legal, actuarial and clerical assistance, the leasing of such premises, and the purchase or lease of such materials, supplies and equipment as the Trustees, in their discretion, deem necessary or appropriate in the performance of their duties; excepting, however, that no part of the Trust Fund shall be used for the personal expenses or compensation of the Trustees except for reimbursement of reasonable expenses incurred under specific authority granted by resolution of the Trustees.

C. To establish and accumulate, as part of the Fund, an adequate reserve to carry out the purposes hereinabove expressed.

D. To pay or provide for the payment of all real and personal property taxes, income taxes, and other taxes or assessments of any and all kinds levied or assessed under existing or future laws upon or in respect to the Trust Fund, the Pension Plan, or any money or property forming a part thereof.

E. To make deposits in any bank or trust company which, through agreement with the Trustees, shall pay a reasonable rate of interest thereon.

ARTICLE III

TRUSTEES

Section 1 - Designation of Trustees

There shall be twelve Trustees under this Agreement and Declaration of Trust who shall be the Trustees of the Trust Fund created hereunder. Six Trustees shall be designated by the
District Council and shall be termed "Union Trustees". One of the Trustees to be so designated by the District Council shall be from the Laborers Local Union having primary jurisdiction over highway work in the State of Michigan and shall be chosen by that Local Union. Six Trustees shall be designated by the Associations and shall be termed "Employer Trustees". Of the six Employer Trustees, four shall be designated by the Michigan Chapter, Associated General Contractors of America, Inc., and two shall be designated by the Labor Relations Division of the Michigan Road Builders Association.

Each of the respective Trustees shall serve without compensation at the will of the organization designating him but shall be reimbursed for all reasonable and necessary expenses incurred in connection with performance of his duties. The designating organizations shall likewise select successor Trustees whenever vacancies occur among their respective designees.

The number of Trustees and the organizations empowered to designate Trustees may be changed from time to time by mutual agreement of the parties and amendment of this Agreement and Declaration of Trust as provided in Article VI hereof.

Section 2 - Quorum

Six Trustees, at least three of whom are Union Trustees and three of whom are Employer Trustees, must be present to constitute a quorum.

Section 3 - Officers

The Trustees shall elect two officers, one a Chairman and the other a Secretary, to serve for the period of one year and until their successors shall be elected. When the Chairman is elected from among the Employer Trustees, the Secretary shall be elected from among the Union Trustees, and vice versa.

Section 4 - Acceptance of the Trust by Trustees

A Trustee, by signing this Agreement and Declaration of Trust, or upon filing a written acceptance with other Trustees, in the case of any successor Trustee, shall thereby accept the Trust created and established by this Agreement and Declaration of Trust and consent to act as Trustee and agree to administer the Trust Fund as provided herein.

Section 5 - Resignation of Trustee

A Trustee may resign and remain fully discharged from all future duty or responsibility hereunder by giving notice in writing to his designating organization and the remaining Trustees, which notice
shall state the date on which such resignation shall take effect, and such resignation shall take effect on said date unless a successor Trustee has been designated at an earlier date, in which event such resignation shall be effective on the date of designation of the successor.

Section 6 - Successor Trustees

If any Trustee shall die, become incapable of acting, resign, or be removed, a successor Trustee shall be designated immediately by the organization which designated him. Any successor Trustee, immediately upon his acceptance of the trusteeship in writing and filed with the Trustees, shall become vested with all the property, rights, powers and duties of a Trustee hereunder with like effect as if he had been originally named as a Trustee.

Section 7 - Removal of Trustees

Any Trustee may be removed at any time by the organization which designated him. Such removed Trustee shall be fully discharged from all future duty or responsibility to the Trust.

ARTICLE IV

DUTY AND AUTHORITY OF TRUSTEES

Section 1 - General

The administration of the Trust Fund shall be vested wholly in the Trustees, and for such administration the Trustees, consistent with the purposes of this Trust Fund, shall have the power and authority to:

A. Establish a Pension Plan which shall set forth the benefits to be provided from the Trust Fund, the conditions of eligibility for such benefits, the terms of payment, and such other items as the Trustees shall deem it necessary to include, and amend such Pension Plan, from time to time, if in their discretion such amendment is necessary or desirable.

B. Enter into an agreement with a reputable insurance company licensed to do business in the State of Michigan, for the purpose of providing benefits granted under the terms of the Pension Plan.

C. Enter into an agreement with a bank or trust company selected by the Trustees, for the purpose of providing benefits granted under the terms of the Pension Plan.

D. Enter into an agreement with a bank or trust company
selected by the Trustees, to provide investment counsel and/or to act as a depository for the safekeeping of the assets of the Trust Fund.

E. Require immediate contributions to the Trust Fund by Employers in accordance with applicable written agreements. The Trustees shall have the power to demand, collect and receive contributions for the purposes specified herein and to impose a cost of collection assessment upon a delinquent Employer, as decided by the Trustees, for delinquency in payment of contributions. They shall also have the power and authority, when provided by written agreement between the Union or any Participating Local and an Employer, to require such Employer, if he has a history of failing to make required contributions within the prescribed time, to post with them a cash bond in a sufficient amount so as to assure collection of future contributions. In order to carry out and effectuate the purposes hereof, the Trustees shall have the power to specify the time, manner and place of payment of contributions to the Trust Fund and shall promulgate and publicize these requirements.

F. Administer the Trust Fund and the Pension Plan by either (1) employing suitable personnel, leasing or purchasing office space, purchasing necessary equipment and supplies, and actively assuming clerical administration thereof, or (2) retaining, on a contract basis, a responsible firm or individual to perform the required administrative services.

G. Make such uniform rules and regulations as are consistent with and necessary for effectuating the provisions of this Agreement and Declaration of Trust, including, but not limited to, the following:

1. To develop procedures for the establishment of credited service of employees, including the means of affording Employees and Employers the opportunity to object thereto, and to establish such facts conclusively.

2. To prescribe rules and procedures governing application for benefits by Employees and beneficiaries.

3. To make determinations which shall be final and binding upon all parties as to the rights of any Employee or beneficiary to benefits, including any rights any individual may have to request a hearing with respect to such determination.

4. To obtain and evaluate all statistical and actuarial data which may reasonably be required with respect to the administration of the Pension Plan.
5. To make such other rules and regulations as may be necessary for the administration of the Pension Plan which are not inconsistent with the purposes of this Agreement and Declaration of Trust.

H. Exercise all rights or privileges granted by the provisions of any contract entered into by the Trustees and any insurance company, and agree with such insurance company to any alteration, modification, amendment, or cancellation of such contract, or take any other action respecting such contract which they, in their discretion, may deem necessary or advisable.

I. Invest and reinvest any funds which, in their sole and absolute discretion, they consider not required for current expenditures in such bonds, notes, debentures, mortgages, equipment trust certificates, preferred or common stocks, or in other property, real or personal, or any other securities which are considered lawful, and sell or dispose of such assets at any time as they may determine.

J. Construe the provisions of this Agreement and Declaration of Trust and Pension Plan and the terms used herein, and any construction adopted by the Trustees in good faith shall be binding upon the Union, the Employers, the Employer Associations, and the Employees and their beneficiaries.

K. In addition to such other powers as are set forth herein or conferred by law:

1. To sell, exchange, lease, convey or dispose of any property at any time forming a part of the Trust Fund or the whole thereof, upon such terms as they may deem proper, and to effect and deliver any and all instruments of conveyance and transfer in connection therewith.

2. To enter into any and all contracts and agreements for carrying out the terms of this Agreement and Declaration of Trust and for the administration of the Trust Fund and Pension Plan, and such contracts, agreements, and acts shall be binding and conclusive on the Union, Employer Associations, Employers, and Employees and their beneficiaries.

3. To do all acts, whether or not expressly authorized herein, which the Trustees, in their sole discretion, deem necessary, advisable or proper for the protection of the Trust Fund held hereunder and the Pension Plan administered hereunder, and their judgment shall be final.
L. Administer the Trust Fund and Pension Plan in conformity with this Agreement and Declaration of Trust as from time to time amended and in conformity with all applicable laws.

Section 2 - Financial Information

Each Employer shall promptly furnish to the Trustees on request any and all records concerning the classification of his Employees, their names, social security numbers, amounts of wages paid and hours worked, and any other payroll record that the Trustees, or an accountant retained by them, may require in connection with the administration of the Trust Fund and Pension Plan, and for no other purpose. Each Employer shall also submit, in writing to the Trustees, at such regular periodic intervals and in such forms as the Trustees may establish, such of the above data as may be requested by the Trustees. The Trustees, or their authorized representatives, may examine the payroll books and records, check registers, or general ledgers of each Employer whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administration of the Trust, it being expressly understood that the examination of such records shall be solely and exclusively for the purpose of assuring compliance with the provisions of this Agreement and Declaration of Trust. Each of the Participating Locals shall promptly furnish to the Trustees, upon request, all requested information concerning their participating members which the Trustees may require in connection with the administration of the Trust Fund or Pension Plan, and for no other purpose.

Section 3 - Fidelity Bonding

All of the Trustees and each employee employed by the Trustees who may be engaged in the handling of the monies or other assets of the Trust Fund shall be bonded by a duly authorized surety company for such sums as the Trustees, from time to time, shall determine (but for not less than any amount required by any applicable law). The cost of premiums for such bonds shall be paid out of the Trust Fund.

Section 4 - Books of Account

The Trustees shall keep true and accurate books of accounts and records of their transactions which shall be open to the inspection of any Trustee or any party to this Agreement and Declaration of Trust at all times and which shall be audited at least annually by an independent certified public accountant selected by the Trustees. Such audit shall be available at all times for inspection by the Union, the Associations, Employers, or beneficiaries of the Trust Fund at the principal office of the Trust Fund.
Section 5 - Meetings

The Trustees shall meet at least once each six months and at such other times as they may deem necessary to transact their business, and all official meetings of the Trustees shall be attended only by the Trustees and shall not be open to the public, except that such other persons as designated by the Trustees may attend when invited to do so. A written record, a copy of which shall be furnished to each Trustee, shall be kept of all business transacted and of all matters upon which voting shall have occurred. Any action by the Trustees may be taken either at a meeting or in writing without a meeting. Concurrence of all the Trustees shall be required for any action taken without a meeting.

The Chairman, Secretary, or any other three Trustees may call a meeting of the Trustees at any time by giving at least three days' prior written notice of the time and place thereof to each Trustee. A meeting so called shall be adjourned for a reasonable period upon the request of any Trustee showing a justifiable cause therefor to the other Trustees. Meetings of the Trustees may also be held at any time without notice if all the Trustees consent thereto.

At any time any vote or other action is taken by the Trustees, the number of Union Trustees and Employer Trustees authorized to vote, act, or constitute a quorum shall always be equal. The group t Trustees (i.e., either Union Trustees or Employer Trustees) out-numbering the other at any time shall disqualify a sufficient number of its group from voting or acting so as to enable the Union Trustees and the Employer Trustees to have equal representation in voting or acting. A majority vote of a quorum shall constitute a binding decision of the Trustees.

Section 6 - Deadlock

A deadlock shall be deemed to exist (1) whenever a proposal, nomination, motion or resolution made by any Trustee is not adopted by a majority vote (unless the same has been defeated by a majority vote) and the supporters of the proposal, nomination, motion or resolution notify the remaining Trustees in writing that a deadlock exists; or (2) whenever a quorum is lacking at a meeting duly called and at least three Trustees from either group of Trustees notify the remaining Trustees in writing that a deadlock exists by reason of such lack of a quorum. In the event of a deadlock arising, the Employer Trustees and the Union Trustees shall meet for the purpose of agreeing upon an impartial umpire to break such deadlock by deciding the dispute in question. In the event of the inability of the Employer Trustees and the Union Trustees to agree upon the selection of such impartial umpire,
ien, on petition of any of the Trustees, the District Court of the United States for the Western District of Michigan, Southern Division, shall be empowered to make such an appointment. Such impartial umpire shall immediately proceed to hear the dispute between the Trustees and to decide such dispute, and the decision and award of such umpire shall be final and binding upon the parties, and the reasonable compensation for such umpire shall be paid from the Fund.

Any impartial umpire chosen or designated to break a deadlock shall be required to enter his decision within a reasonable time, unless a specified time is fixed by the Trustees or the Court. The scope of any arbitration proceeding before such impartial umpire shall be limited to the provisions of this Agreement and Declaration of Trust and the Pension Plan and shall not involve collective bargaining agreements, nor shall such impartial umpire have the power or authority to change or modify any provisions of such collective bargaining agreements.

Section 7 - By-Laws and Rules

The Trustees may adopt by-laws, rules or regulations to govern themselves, which are not inconsistent with any provision of this Agreement and Declaration of Trust.

Section 8 - Trustees' Discretion

Any questions arising in connection with the administration this Agreement and Declaration of Trust and the Pension Plan, not herein specifically provided for, shall be left to the sole discretion of the Trustees.

Section 9 - Professional Advice

The Trustees may, in their discretion, employ legal counsel, actuarial advisers, accountants, investment or insurance counsel, or such other professional consultants as they, in their discretion, may deem necessary to advise them on any question arising out of this Agreement and Declaration of Trust or the administration of the Pension Plan, and any action taken by the Trustees upon the advice of such professional consultants shall be regarded as prudent, and the Trustees shall be held completely harmless and fully protected in acting and relying upon such advice.

Section 10 - Legal Action by Trustees

The Trustees may take any legal action or proceeding they deem necessary to settle their accounts or to obtain a judicial determination or declaratory judgment as to any question of construction of this Agreement and Declaration of Trust or the Pension Plan, or for
nstruction as to any action thereunder. Any such determination shall be
inducing upon all parties to or claiming under this Agreement and Declara-
tion of Trust or the Pension Plan.

The costs and expenses of any action, suit, or proceeding
brought by or against the Trustees, or any of them, (including counsel
fees) shall be paid from the Trust Fund, except in relation to matters
as to which it shall be adjudged in such action, suit, or proceeding
that such Trustee was acting in bad faith, it being the intent to in-
demnify the Trustees against all honest mistakes in judgment and all
other acts or omissions that are not deliberate and willful violations
of their duties as Trustees.

Section 11 - Privacy of Records

All information, records, lists of Employers and Employees,
and all other data which may come into the hands of the Trustees or
their agents are to be considered confidential and private records of
the Trust Fund, and no information from such records, lists, or data
shall be divulged unless authorized by action of the Trustees.

ARTICLE V

MISCELLANEOUS

Section 1 - Dealing with Trustees

No person, partnership, corporation or association dealing
with the Trustees shall be obligated to see to the application of any
funds or property of the Trust Fund, nor to see that the terms of this
Agreement and Declaration of Trust have been complied with, nor be
obliged to inquire into the necessity or expediency of any act of the
Trustees, and every instrument and receipt effected by the Trustees,
whether executed by all of them or in the manner specified in Article
IV, Section 1, shall be conclusive in favor of any person, partnership,
corporation, or association relying thereon that: (1) at the time of
delivery of said instrument this Agreement and Declaration of Trust was
in full force and effect; and (2) said instrument was effected in ac-
cordance with the terms and conditions of this Agreement and Declaration
of Trust and the Pension Plan; and (3) the Trustees were duly authorized
and empowered to execute such instrument.

Section 2 - Publication of the Plan

When the Pension Plan has been determined and established,
and upon substantial change in such Plan, the Trustees shall cause to
be printed detailed information about the Plan for distribution to the
Employers, the Union, and the Employees.
Section 3 - Notices

Notice given to a Trustee, Union, Participating Local, Association, Employer, or any other person, unless otherwise specified herein, shall be sufficient, if in writing and delivered or sent by first class mail or prepaid telegram to the latest address as filed with the Trustees. Except as otherwise provided herein, the delivery of any statement or document required hereunder to be made to a Trustee, Union, Participating Local, Association, Employer, or any other person shall be sufficient if delivered in person or if sent by postpaid first class mail to his or its last address as filed with the Trustees.

Section 4 - Liability of Employers

None of the Employers shall be liable for the failure of the Trustees to secure the benefits contemplated herein or in the Pension Plan for any Employee or beneficiary, or for any default or neglect of the Trustees. The obligation of Employers shall be limited solely to payment of contributions required under the provisions of applicable written agreements.

Nothing in this Agreement and Declaration of Trust shall be construed as making the Union, or an Employer, or an Employer Association liable for payments required to be made by any other Employer or for the obligations of any Trustee, even where such Trustee may be an officer of or otherwise associated in some way with it.

Section 5 - Liability of Insurance or Trust Company or Bank

Nothing in this Agreement and Declaration of Trust shall be construed as making any insurance or trust company or bank, directly or indirectly, a party hereto, or as imposing any obligations on such company. The obligations, if any, of any insurance or trust company or bank shall be contained in a contract or other agreement between the Trustees and such insurance or trust company or bank.

Any insurance or trust company or bank may take or allow any action solely upon the execution of any instrument by the Trustees or any person designated by the Trustees, without inquiry into the Trust Agreement.

Section 6 - Liability of Trustees

No Trustee acting hereunder shall be individually or personally liable for any action taken or omitted by him in good faith, nor for the acts or omissions of any insurance carrier, bank or trust company, or any agent, employee, attorney or consultant selected by the Trustees with reasonable care, nor for the acts or omissions of any other Trustees; nor shall any Trustee be individually or personally liable for any of the obligations of the Trustees acting as such or of
the Fund. No Trustee shall be liable or responsible for any acts or de-
faults by any Co-Trustee or predecessor Trustee, or for any loss or ex-
 pense resulting from or occasioned by anything done or neglected to be
done in the administration of the Trust Fund prior to his becoming a
Trustee.

Section 7 - Irrevocability

In no event shall Employers, directly or indirectly, receive any benefits from the Trust Fund or receive any refund of contri-
butions made by them to the Trust Fund, except in case of bona fide
mistake.

Section 8 - Non-Application of Collective Bargaining Agreements

No provision of this Agreement and Declaration of Trust shall be subject to any grievance or arbitration procedure provided for in a collective bargaining or other written agreement between the Union and any Employer except as provided in Article IV, Section 6, hereof.

Section 9 - Encumbrance of Benefits

No monies, property, or equity, of any nature whatsoever, in the Fund, or policies or benefits or monies payable therefrom, shall be subject in any manner by an Employee or person claiming through such employee to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, mortgage, lien or charge, and any attempt to cause the same to be subject thereto shall be null and void.

Section 10 - Controlling Law

The validity of this Agreement and Declaration of Trust, or of any of its provisions, shall be determined under and construed accord-
ing to the laws of the State of Michigan.

Section 11 - Separability

In the event any provision of this Agreement and Declaration of Trust shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Agreement, but it shall be construed and enforced as if said illegal or invalid provi-
sions had never been inserted herein, provided the basic purposes hereof can be effectuated through the remaining valid provisions.

Section 12 - Titles

The titles of articles and sections are for general informa-
tion only, and this Agreement and Declaration of Trust is not to be construed by any reference thereto.
Section 13 - Counterparts

This Agreement and Declaration of Trust may be executed in any number of counterparts, each of which shall have the force of an original, and said counterparts shall constitute but one and the same instrument.

Section 14 - Interest in Fund

No person shall have any claim, right, title to or interest in any part of the Trust Fund except as specifically provided by the Pension Plan and the applicable rules and regulations thereunder. It is the intention of the parties hereto that this Section shall not disqualify contributions due from any Employer from being a priority claim in the event of bankruptcy of any such Employer.

Section 15 - Treasury Approval

The Pension Plan adopted by the Trustees shall be such as will qualify for approval by the United States Treasury Department Bureau of Internal Revenue and as will continue as a qualified Plan, so as to insure that Employer contributions to the Trust Fund are proper deductions for income tax purposes. The Trustees are authorized to make whatever applications are necessary with said Bureau of Internal Revenue to receive and maintain approval of the Pension Plan.

ARTICLE VI

AMENDMENTS

Section 1 - Method of Amendment

This Agreement and Declaration of Trust may, in whole or in part, be amended in any respect from time to time by written agreement between the District Council and the Associations, provided, however, that no amendment may be made which will divert the Trust Fund or any part thereof from the purposes expressed in this Agreement and Declaration of Trust or permit the return of payments to Employers from the Fund, or which will eliminate the requirements for an annual audit, or which will provide that the Trust Fund shall be administered by other than an equal number of Employer Trustees and Union Trustees, or which will be inconsistent with the provisions of applicable collective bargaining agreements or contrary to any applicable law concerning employee pension plans.
Section 2 - Accretions

At any time the District Council notifies the Associations that one of its constituent Locals has in effect a written agreement requiring that contributions be made to the Trust Fund, said Local shall thereupon become a Participating Local. In the event said Local or Locals have theretofore participated in another pension fund, this Agreement and Declaration of Trust may be appropriately amended to provide for the absorption by this Trust Fund of such other pension fund.

Section 3 - Internal Revenue Requirements

Any amendment of this Agreement and Declaration of Trust may be made retroactive, if necessary, to obtain or maintain the qualification of the Pension Plan and this Trust Fund under the appropriate provisions of the Internal Revenue Code and the rules and regulations issued thereunder.

ARTICLE VII

TERMINATION OF TRUST

Section 1 - Occasion of Termination

This Agreement and Declaration of Trust shall remain in full force and effect unless and until:

A. Effective action is taken by the Union and Associations which results in its termination;

B. No funds be left for administration in the Trust; or

C. No individuals remain alive who can qualify for benefits hereunder.

Section 2 - Procedures Upon Termination

In the event of termination, the Trustees shall:

A. Make provision from the Trust Fund for the payment of expenses to date of termination and the expense incident to such termination;

B. Arrange for a final audit and report of their transactions and accounts for the purpose of termination of their trusteeship; and
C. Apply the Trust Fund to pay any and all obligations of the Trust and Pension Plan to the extent possible, and distribute and apply any remaining surplus in such manner as will, in their opinion, best effectuate the purposes of the Trust; provided, however, at no time shall any of the monies or other assets of the Fund revert to or be paid to the Employers, the Union, or any of the Participating Locals or the Associations.

IN WITNESS WHEREOF, the successor parties to the original parties have executed this amended and restated Agreement and Declaration of Trust as of this 1st day of October, 1968.

MICHIGAN CHAPTER, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

By /s/ W. G. Jeltema

LABOR RELATIONS DIVISION OF THE MICHIGAN ROAD BUILDERS ASSOCIATION

By /s/ R. F. Browning

STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL

By /s/ H. Winter, Pres.
We, the undersigned, having been designated to serve as Union Trustees or Employer Trustees, as the case may be, in accordance with the Agreement and Declaration of Trust establishing the State of Michigan Laborers' District Council Pension Fund, do hereby accept the Trust created and established by the aforesaid Agreement and Declaration of Trust, consent to act as Trustees thereunder, and agree to administer the Trust Fund in accordance with the provisions of said Agreement and Declaration of Trust.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Designation</th>
<th>Date of Acceptance</th>
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<tbody>
<tr>
<td>/s/ H. Winter</td>
<td>Union Trustee</td>
<td>10/1/68</td>
</tr>
<tr>
<td>/s/ Dave Jones</td>
<td>Union Trustee</td>
<td>10/1/68</td>
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<tr>
<td>/s/ Aldine Guy</td>
<td>Union Trustee</td>
<td>10/1/68</td>
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<tr>
<td>/s/ Steve W. Majher</td>
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<td>10/1/68</td>
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<tr>
<td>/s/ Eugene Crowley</td>
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<tr>
<td>/s/ Douglas Harding</td>
<td>Union Trustee</td>
<td>10/1/68</td>
</tr>
<tr>
<td>/s/ H.K. Flook</td>
<td>Employer Trustee</td>
<td>10/1/68</td>
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<tr>
<td>/s/ W.A. Anderson</td>
<td>Employer Trustee</td>
<td>10/1/68</td>
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<tr>
<td>/s/ Ronald K. Granger</td>
<td>Employer Trustee</td>
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<td>/s/ Hal Bell</td>
<td>Employer Trustee</td>
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<tr>
<td>/s/ William M. Saxton</td>
<td>Employer Trustee</td>
<td>10/1/68</td>
</tr>
<tr>
<td>/s/ R.F. Browning</td>
<td>Employer Trustee</td>
<td>10/1/68</td>
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</table>
Disability Retirement Benefits in accordance with the provisions of Section 1 of this Article VI shall be entitled to receive such monthly Disability Retirement Benefits from the earlier of the first day of the month next following the date as of which his application is received by the Trustees or the date as of which his application for disability benefits under Social Security is approved by the Social Security Administration, provided he met all of the requirements of Section 1 of this Article VI as of such earlier date. The Trustees may, however, approve another date earlier than the date the Participant's application is received by them provided they determine that the delay in submitting such application was not due to the negligence of the Participant. The provisions of this Section shall not be administered in a discriminatory manner.

SECTION 3 - CONFUTATION OF BENEFIT

A Participant's monthly Disability Retirement Benefit shall be equal to the greater of his Accrued Benefit and fifty dollars ($50.00) and shall be paid for each month that he remains so disabled, ending with the payment made for the month in which he attains age sixty (60). Upon attaining age sixty (60), the Disabled Participant shall thereafter receive the same monthly amount as a Normal Retirement Benefit that he was receiving as a Disability Retirement Benefit, subject to the provisions of Article X. If the Disabled Participant becomes eligible by virtue of the operation of any reciprocity agreement sponsored by the Laborers' International Union of North America into which the Trustees may enter, his monthly Disability Retirement Benefit shall be equal to his Accrued Benefit and will not be subject to the minimum amount of fifty dollars ($50.00).

SECTION 4 - TERMINATION OF DISABILITY RETIREMENT BENEFITS

Disability Retirement Benefits shall be terminated:

a) if the Employee engages in an occupation or employment (except for rehabilitation as determined by the Trustees) which employment would be inconsistent with the finding of total and permanent disability; or

b) if the Trustees determine on the basis of medical findings that the Employee is able to pursue a regular occupation or employment for profit or remuneration; provided, however that if the Employee does, in fact, become gainfully employed in an effort at rehabilitation as determined by the Trustees in an occupation not within the trade Jurisdiction of the Union (and not requiring physical ability and dexterity at least equal to that required to perform work within the trade Jurisdiction of the Union), his Disability Retirement Benefits shall not be terminated unless for any calendar year his earnings from such employment exceed an amount equal to the product of five hundred (500) hours multiplied by the average base wage rate then in effect for Laborers represented by the Union; or

c) if the Employee refused to undergo a medical examination requested by the Trustees (provided, however, that the Employee may not be required to undergo a medical examination more often than twice a year) or, if employed as allowed under paragraph b) hereof, he fails to provide satisfactory evidence of income when requested by the Trustees.

SECTION 5 - SPECIAL DISABILITY BENEFIT

In the event an Active Participant becomes disabled prior to attaining
some degree of vesting, provided he meets the requirements of sub-paragraphs a) and b) of Section 1 of this Article VI, he shall be entitled to receive in a single sum cash payment, an amount equal to the Employer contributions made to the Fund in his behalf for which he received Future Service Credit.

In the event an Active Participant becomes disabled after attaining some degree of vesting, but prior to satisfying the requirement of ten (10) Years Of Service for Disability Retirement Benefits, provided he meets the requirements of sub-paragraphs a) and b) of Section 1 of this Article VI, he shall be entitled to receive either an amount equal to the Actuarial Equivalent of his Deferred Vested Benefit in a single sum cash payment or his monthly Vested Benefit commencing as of the first day of the month coincident with or next following the date as of which he attains age sixty (60), provided he is then Retired.
ARTICLE VII
VESTED BENEFIT

SECTION 1 - ELIGIBILITY

A Participant who becomes an Inactive Participant shall be eligible to receive a Vested Benefit provided:

a) he has, at the time he becomes an Inactive Participant, at least five (5) Years Of Service since September 1, 1968 (including any period for which he has been credited with Special Service Credit for service prior to September 1, 1968); and

b) he is not eligible for any other type of benefit under the Plan.

SECTION 2 - COMMENCEMENT OF BENEFIT PAYMENTS

Unless a lump sum payment is payable as provided for in Section 4 of Article X, and subject to his right to elect an earlier commencement date in accordance with later provisions of this Section 2, an Inactive Participant who meets the eligibility requirements for a Vested Benefit as set forth in Section 1 of this Article VII, upon submission of an application form to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, shall become entitled to a monthly Vested Benefit commencing as of the first day of the month coincident with or next following the date as of which he attains age sixty (60) provided he is then Retired.

A Former Participant who had at least ten Years Of Service may elect to commence receiving his Vested Benefit on a reduced basis at any time after attaining age fifty-five (55), provided he is then Retired.

Distribution of a Vested Benefit, in the absence of an earlier commencement date being elected by the Inactive Participant, shall commence no later than the first day of April following the calendar year in which the Inactive Participant reaches age seventy and one-half (70 1/2).

SECTION 3 - COMPUTATION OF BENEFIT

Subject to the form of benefit payment described in Section 2 of Article X, a Former Participant's monthly Vested Benefit shall be equal to a percentage of his Accrued Benefit computed in accordance with the provisions of Article III and based on the provisions of said Section as in effect on the date he became an Inactive Participant in accordance with the following schedule and based on the date he became an Inactive Participant:
<table>
<thead>
<tr>
<th>Years of Service Since September 1, 1968 (including Years of Special Service Credit)</th>
<th>Percentage of Accrued Benefit in which vested if: Became Inactive Prior to September 1, 1987</th>
<th>Became Inactive on or after September 1, 1987</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 Years</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>At least 5 Years but less than 6</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>At least 6 Years but less than 7</td>
<td>55%</td>
<td>60%</td>
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<tr>
<td>At least 7 Years but less than 8</td>
<td>60%</td>
<td>70%</td>
</tr>
<tr>
<td>At least 8 Years but less than 9</td>
<td>65%</td>
<td>80%</td>
</tr>
<tr>
<td>At least 9 Years but less than 10</td>
<td>70%</td>
<td>90%</td>
</tr>
<tr>
<td>At least 10 Years but less than 11</td>
<td>75%</td>
<td>100%</td>
</tr>
<tr>
<td>At least 11 Years but less than 12</td>
<td>80%</td>
<td></td>
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<tr>
<td>At least 12 Years but less than 13</td>
<td>85%</td>
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</tr>
<tr>
<td>At least 13 Years but less than 14</td>
<td>90%</td>
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<tr>
<td>At least 14 Years but less than 15</td>
<td>95%</td>
<td></td>
</tr>
<tr>
<td>15 Years or more</td>
<td>100%</td>
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</tbody>
</table>

Notwithstanding the foregoing schedule, if, at the time he becomes an Inactive Participant, the Former Participant had at least ten (10) Years Of Service at least five (5) of which was accrued after September 1, 1968, and the total of his attained age at the time he becomes an Inactive Participant and his Years Of Service is at least seventy (70), he shall be vested in IOU% of his Accrued Benefit.

In the event a Former Participant who had at least ten Years Of Service elects to have his Vested Benefit commence at a date prior to his Normal Retirement Age, subject to the form of benefit payment described in Section 2 of Article X, his monthly Vested Benefit shall be reduced in accordance with the provisions of Section 3 of Article V, the same as if he was to receive a monthly Early Retirement Benefit.

If the Former Participant was a Participant as of September 1, 1976, and was a Participant in the Original Plan immediately prior thereto, with at least five Years Of Future Service Credit thereunder as of August 31, 1976, as that term was defined therein, in the event that the single sum Actuarial Equivalent of the Vested Benefit to which he would have been entitled under the vesting schedule and form of payment as in effect under the Original Plan on August 31, 1976, would be greater than the single sum Actuarial Equivalent of the Vested Benefit to which he is entitled pursuant to the provisions of this Article VII, he shall be entitled to receive the Vested Benefit with the greater single sum Actuarial Equivalent.

If the Former Participant does not commence receiving his Vested Benefit until after attaining his Normal Retirement Age, he shall receive his monthly Vested Benefit described above and based on the provisions of said Section as they were in effect on the date he became an Inactive Participant, plus an additional monthly benefit described below for each month that he would have been entitled to receive a Vested Benefit had he commenced receiving same as of his Normal Retirement Age provided such monthly Vested Benefit would not have been suspended in accordance with the Suspension of Benefit provisions set forth in Section 6 of Article X hereof.

The additional monthly benefit referred to above shall be calculated by
first determining the Former Participant's Vested Benefit and the form of monthly benefit he would have been entitled to receive had such Vested Benefit payments actually commenced to him as of his Normal Retirement Age. The amount thus calculated shall then be converted to an additional monthly benefit of Actuarially Equivalent value. In determining the form under which Vested Benefits would have been payable to the Former Participant as of his Normal Retirement Age, unless the Former Participant elected in writing, in advance of that date and subject to the waiver provisions required in Section 2 of Article X, a form other than the 50% Qualified Joint and Survivor Form described in Section 2 of Article X hereof, and he had been legally married as of said date, it shall be conclusively presumed that his Vested Benefits would have been payable under said 50% Qualified Joint and Survivor Option even if, at the time his Vested Benefits actually commence, he elects a different form or is no longer married. If he had not been married or had not elected another form of benefit in accordance with the provisions of Article X hereof, it shall be conclusively presumed that his Vested Benefits would have been payable under the Normal Form described in Section 1 of Article X hereof.

The Trustees may establish reasonable rules to determine whether a Former Participant whose Vested Benefits initially commence after his Normal Retirement Date is actually entitled to an additional monthly benefit and may require that he furnish evidence of his employment to determine whether any such employment may have invoked the Suspension of Benefit provisions of Section 6 of Article X hereof.

If a Participant accrues benefits after the April 1st following the calendar year in which he reaches age seventy and one-half (70 1/2) and therefore cannot have his monthly pension benefits suspended thereafter, his monthly pension benefits shall be paid to him during such period that he is accruing benefits. As of each January 1st thereafter, any additional monthly benefit he has accrued after such April 1st and in the preceding calendar year shall be calculated and paid to him in the same form of benefits as his regular monthly benefit is being paid. If and when such a Participant totally ceases accruing benefits hereunder, his additional monthly benefit shall be calculated at that time and paid to him monthly thereafter.

In the event a Former Participant elects to have his Vested Benefit commence at a date prior to his attainment of age sixty (60), subject to the provisions of Article X, his monthly Vested Benefit shall be equal to his Accrued Benefit reduced by one-half of one percent (1/2 of 1%) for each complete calendar month by which he is under age sixty (60) at the time his benefit payments commence.

A Participant who previously terminated with vesting and subsequently becomes re-employed, shall immediately commence vesting in all Future Service Credit earned after such date of re-employment.

If the death of a Former Participant with a deferred monthly Vested Benefit occurs before he Retires and receives monthly retirement benefits under the Plan, payments shall be made in accordance with the provisions of Article VIII or Article IX.
ARTICLE VIII
DEATH BENEFITS

SECTION 1 - ELIGIBILITY

In the event of the death of an Active Participant, a Disabled Participant receiving Disability Retirement Benefits, or a Former Participant entitled to a Deferred Vested Benefit, his Beneficiary shall be entitled to receive a Death Benefit provided:

a) the Deceased Participant had at least five (5) Years Of Service since September 1, 1968, or, if he had previously suffered a Permanent Break In Service, since his latest Permanent Break In Service; and

b) the Deceased Participant had not received any Normal or Early Retirement Benefits or Vested Benefits from the Plan; and

c) no Surviving Spouse Benefit is payable under the provisions of Article IX hereof.

SECTION 2 - COMMENCEMENT OF BENEFIT PAYMENT

If a Death Benefit is payable hereunder it shall be paid, upon approval by the Trustees, in a single sum as soon as feasible after the date an application is submitted to the Trustees by or on behalf of the Beneficiary on a form prescribed and furnished by them and accompanied by personal data required by them.

SECTION 3 - COMPUTATION OF BENEFIT

The single sum Death Benefit payable hereunder shall be equal to seventy-five percent (75%) of the contributions made to the Fund on behalf of the Deceased Participant for the years for which he accrued Years Of Service and/or Special Service Credit since his latest Permanent Break In Service, if any, subject to a maximum benefit of twenty thousand dollars ($20,000.00).

SECTION 4 - BENEFICIARY

Every Participant, Former Participant, or Retired Participant upon whose death a single sum Death Benefit may be payable in accordance with the provisions of this Article VIII may designate a Beneficiary subject to the following conditions:

If he has been, or subsequently becomes, continuously married for a period of one year, his spouse shall automatically be his Beneficiary unless she executes a consent and waiver form prescribed and furnished by the Trustees consenting to the designation of a Beneficiary other than herself the execution of which form must be witnessed by an authorized Fund Representative or a Notary Public.
If he has not been continuously married for at least one year, he may designate any person or persons he may so desire as his Beneficiary.

If he has been, or subsequently becomes, continuously married for at least one year and his spouse consents to his designation of a Beneficiary other than herself in accordance with the foregoing provisions of this Section 4, he may designate any person or persons he may so desire as his Beneficiary.

The attempted designation by a Participant who has been continuously married for at least one year, of someone other than his spouse without her consent in accordance with the foregoing provisions of this Section 4, shall be null and void and the Death Benefit, if any, shall be paid as in the case where there is no automatic or designated Beneficiary. If there is no automatic or designated Beneficiary, any Death Benefit payable under the Plan shall be paid to his surviving children, if any, in equal shares.

If, after application of the foregoing provisions of this Section 4, no one qualifies as a Beneficiary hereunder, the person or persons, if any, who are designated as the Deceased Participant's beneficiary on the records of the Michigan Laborers' Health Care Fund shall be considered his Beneficiary hereunder. If no one still qualifies, the Participant's estate shall be considered his Beneficiary hereunder.
SECTION 1 - TYPES OF SURVIVORS' BENEFITS

a) Immediate Surviving Spouse's Benefit

Under an Immediate Surviving Spouse's Benefit, payments shall be made in monthly installments under the provisions of the Qualified 50% Joint and Survivor Form described in Section 2 of Article X computed as if the deceased spouse had commenced receiving benefits under said Form immediately prior to his Death. Such installments shall commence as of the first day of the month coincident with or next following the date of the death of the Deceased Participant, but no monthly payments shall actually be paid until approved by the Trustees after an application is submitted to them by or on behalf of the Surviving Spouse on a form prescribed and furnished by them and accompanied by personal data required by them.

b) Deferred Surviving Spouse's Benefit

Under a Deferred Surviving Spouse's Benefit, benefits shall be payable in monthly installments commencing as of the first day as of which the Deceased Participant could have first started to receive Normal or Early Retirement Benefits or Deferred Vested Benefits had he lived based on his Years Of Service as of the date of his death and the percentage of his Accrued Benefit in which he was vested as of the date of his death. Such monthly benefit shall be payable for life under the provisions of the 50% Qualified Joint and Survivor Form described in Section 2 of Article X computed as if the Deceased Participant had lived to the first date as of which he could have commenced receiving Normal or Early Retirement Benefits or Deferred Vested Benefits, applied therefor as of such date under said Form and died immediately thereafter. Such computation shall be based on the age the Deceased Participant would have been when benefits would first have become payable and the age the Surviving Spouse is as of such date.

c) Single Sum Surviving Spouse's Benefit

Under a Single Sum Surviving Spouse's Benefit, a single sum cash payment equal to the greater of the Death Benefit described in Section 3 of Article VIII or the Actuarial Equivalent of the Deferred Surviving Spouse's Benefit described in b) above shall be paid to the Surviving Spouse.

d) Sixty (60) Months Survivor's Benefit

Under a Sixty (60) Months Survivor's Benefit, a monthly benefit equal to the Deceased Participant's Accrued Benefit shall be payable to the Deceased Participant's Surviving Spouse or, if he does not have a Surviving Spouse or his Spouse dies within such sixty (60) month period, to his surviving dependent children in equal shares. If for any reason the full sixty (60) monthly payments cannot be paid to the Deceased Participant's Surviving Spouse or surviving dependent children, any excess of Employer contributions made to the Fund in behalf of the Deceased Participant for which he received Future Service or Special Service Credit over the aggregate of the monthly payments actually
made hereunder shall be paid in a lump sum to the Deceased Participant's Beneficiary as described in Section 4 of Article VIII.

SECTION 2 – ELIGIBILITY FOR SURVIVOR'S BENEFITS

a) For An Immediate Surviving Spouse's Benefit

If, upon the death of an Active Participant, a Disabled Participant receiving Disability Retirement Benefits, or a Former Participant entitled to a Deferred Vested Benefit, he is survived by a spouse to whom he has been legally married for at least one year at the time of his death, such Surviving Spouse shall, in lieu of any other benefits from the Plan, be entitled to receive an Immediate Surviving Spouse's Benefit provided:

i) the Deceased Participant had not yet received any Normal or Early Retirement Benefits or Vested Benefits from the Plan; and

ii) the Deceased Participant was, at the time of his death, eligible to have commenced receiving a Normal or Early Retirement Benefit or a Deferred monthly Vested Benefit had he applied therefor.

b) For A Deferred Surviving Spouse's Benefit

If, upon the death of an Active Participant who had become vested in a percentage of his Accrued Benefit, a Disabled Participant receiving Disability Retirement Benefits, or a Former participant entitled to a Deferred Vested Benefit, he is survived by a spouse to whom he has been legally married for at least one year at the time of his death and such Surviving Spouse is not entitled to the Immediate Surviving Spouse's Benefit described in a) above, she may be entitled to a Deferred Surviving Spouse's Benefit provided she did not previously consent to the Deceased participant's designation of a Beneficiary other than herself in accordance with the provisions of Section 4 of Article IX which designation is still in effect. Such Benefit would be payable in lieu of any other benefits from the Plan.

c) For a Single Sum Surviving Spouse's Benefit

A Surviving Spouse who is eligible for a Deferred Surviving Spouse's Benefit shall have the option of receiving, in lieu of the Deferred Surviving Spouse's Benefit and any other benefits from the Plan, a Single Sum Surviving Spouse's Benefit. Notwithstanding the foregoing, if the Single Sum which would be payable hereunder is less than $3,500.00, the Trustees shall automatically pay the Survivor's Benefit in a Single Sum unless the Surviving spouse is also eligible for a Sixty (60) Months Survivor's Benefit.

d) For a Sixty (60) Months Survivor's Benefit

Upon the death of an Active Participant who is 100% vested in his Accrued Benefit or the death of a Disabled Participant who had been receiving a monthly Disability Benefit at the time of his death, a Sixty (60) Months Survivor's Benefit may be payable in accordance with the provisions described in paragraph d) of Section 1 above in lieu of any other benefits from the Plan. A Surviving Spouse who meets the eligibility requirements for a Sixty (60) Months Survivor's Benefit.
Survivor's Benefit and who also meets the eligibility requirements for another Form of Survivor's Benefit shall have the option of electing the Form of Benefit she wishes to receive in lieu of any other benefits from the Plan.

SECTION 3 - ELECTION OF OPTIONS

The election of any option available under this Article IX must be exercised within ninety (90) days of the date the Trustees have made available to the Surviving Spouse information as to the amounts available under the various Forms and the conditions under which such amounts may be received. The election of any option described in Section 2 above shall be irrevocable. If an election is not made within the prescribed ninety (90) day period, it shall be conclusively presumed that the Surviving Spouse has elected the Deferred Surviving Spouse's Benefit.
ARTICLE X

FORM OF, SUSPENSION OF, TERMINATION OF, AND REINSTATEMENT OF BENEFITS

SECTION 1 - NORMAL FORK OF BENEFITS

Whenever the applicable provisions of Articles IV, V, VI, or VII call for monthly payments of Normal, Early, Disability, or Vested Benefits, unless another form of Benefit is payable in accordance with the provisions of Sections 2 or 3 of this Article X, or a lump sum cash payment is made in accordance with the provisions of Section 4 of this Article X, the Benefit payable shall be paid in equal monthly installments throughout the remainder of the Retired or Former Participants lifetime, terminating with the payment due on the first day of the month in which his death occurs; but subject to the suspension or termination of said benefits by application of the provisions of Section 6 of this Article X. The payment of any monthly Surviving Spouse Benefits shall be as specified in Article VIII or, if applicable, Section 2 of this Article X.

SECTION 2 - QUALIFIED JOINT AND SURVIVOR FORM

If, at the time a Retired Participant's Early or Normal Retirement Benefits commence or a Former Participant's monthly Vested Benefits commence, he is married, his benefits shall automatically be paid from that time on under a 50% Qualified Joint and Survivor Form unless his spouse waives her right to potential benefits under said Form. Any such waiver must be on a form prescribed and furnished by the Trustees and the execution of said waiver must be witnessed by an authorized Fund Representative or a Notary Public. Any such waiver must be executed within the ninety (90) day period immediately prior to the date as of which monthly benefit payments are to commence.

The 50% Qualified Joint and Survivor Form shall provide the Participant with a reduced monthly benefit for his remaining lifetime with 50% of such reduced benefit payable for the remainder of her life to his Surviving spouse, if any. The amounts payable hereunder shall be the Actuarial Equivalent of the benefit otherwise payable based on the respective ages of the Participant and his spouse at the time benefit payments commence. In any event, however, that the Participant's spouse who was his spouse at the time benefit payments commence should die before the Participant, the Participant shall thereafter receive a monthly benefit for the remainder of his life equal to the monthly benefit he would have been receiving under the provisions of Section 1 of this Article X had his benefits been payable thereunder originally.

Subject to the provisions requiring a spousal waiver by a spouse to whom a Participant or Former Participant is married as of the date his benefit payments are to commence, a Participant or Former Participant may, at any time prior to the actual commencement of his monthly benefits, elect or revoke a prior election of a Form of benefit provided for in this Article X.

Once payments commence under the 50% Qualified Joint and Survivor Form, benefits thereunder shall only be paid to the Retired or Former Participant and/or his Surviving Spouse who was his spouse at the time payments commenced.

SECTION 3 - OPTIONAL FORMS OF BENEFITS

In lieu of receiving monthly benefits pursuant to the provisions of
Section 1 or 2 of this article, whichever is applicable, a Participant retiring under the Normal or Early Retirement provisions of the Plan or a Former Participant whose monthly payments are to commence may, at the time of making application for benefits, elect to receive his benefits under one of the optional forms described below. A Disabled Participant receiving a Disability Benefit may also elect to receive his benefits under one of the optional forms described below at the time he attains age sixty (60) and is to commence to receive his Normal Retirement Benefit. The benefits payable under any optional form shall be the Actuarial Equivalent of the normal form of benefits described in Section 1 of this Article:

a) A Qualified Joint and Survivor Option - This form, which is the same as that described in Section 2 of this Article except that hereunder the reduced percentage payable to the Surviving Spouse would be 1002 of the Participant's reduced benefit, and may be elected by a Participant regardless of how long he has been legally married at the time his monthly benefit payments are to commence.

b) A Life-Ten Years Certain Option - Under this option, a Participant may elect to receive a reduced monthly benefit for life with the provision that if his death should occur before he has received at least one hundred twenty (120) such monthly payments, the same reduced monthly benefit shall be continued to his Beneficiary until a total of one hundred twenty (120) monthly payments have been made from the Fund to a combination of the Deceased Participant and his Beneficiary. If both the Participant and his Beneficiary should die before a total of one hundred twenty (120) monthly payments have been made from the Fund, the single sum Actuarial Equivalent of the remaining benefit payments shall be paid in a lump sum to the estate of the second-to-die of the Participant and his Beneficiary, provided claim therefore is made within one year following the date of the death of the second-to-die.

SECTION 4 LUMP SUM CASH PAYMENTS

The Trustees shall have the right to make lump sum cash payments in lieu of all other benefits which might otherwise be payable under the Plan under the conditions described in this Section 4. If, at the time a Participant becomes an Inactive Participant, he is vested in accordance with the provisions of Article VII, the Trustees may determine the then current single sum Actuarial Equivalent of his Vested Benefit. If such single sum value is $3,500.00 or less, the Trustees may unilaterally distribute such amount in a lump sum cash payment to the Inactive or Former Participant in full settlement of all his rights to benefits under the Plan. Any single sum cash payment shall cancel the Inactive or Former Participant’s Accrued Benefit.

SECTION 5 - REINSTATEMENT OF ACCRUED BENEFIT

If an Inactive or Former Participant to whom a single sum cash payment
has been made in lieu of his rights to any other benefits under the Plan again becomes an Active Participant, he may have his previously cancelled Accrued Benefit reinstated to his credit by repaying in a single sum to the Fund an amount equal to the single sum cash payment he received with interest at five percent (5%) compounded annually from the date such payment was made until the date of repayment; provided such repayment is made prior to a date as of which the Participant incurs five (5) consecutive Break In Service Plan Years.

SECTION 6 - SUSPENSION OF BENEFITS

A Retired Participant or Former Participant receiving monthly benefits under the Plan shall have his monthly benefits suspended if he meets all of the following conditions:

a) he has become actively employed by an Employer, by any other employer, or self-employed, for at least forty (40) hours in any calendar month or for at least forty (40) hours in the payroll periods falling within a calendar month. Such hours shall include hours for which the Retired or Former Participant is paid or entitled to payment for performance of duties as well as hours for which he is paid or entitled to payment on account of a period of time for which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military leave or leave of absence.

b) such employment is in the same industry as the type of business activity engaged in by any Employer who was an Employer at the time the Retired or Former Participant first received his monthly benefits (or would have received his monthly benefits had he not remained in or returned to an employed status).

c) such employment is in the same trade or craft in which the Retired or Former Participant was employed at any time while participating in the Plan and includes any supervisory or managerial activity which is reasonably related to the underlying skills associated with the trade or craft for which the Retired or Former Participant was trained or in which he acquired his work experience.

d) such employment is within the State of Michigan or within the jurisdiction of a Participating Local whether within or without the State of Michigan or within the Standard Metropolitan Statistical Area of Toledo, Ohio.

A Retired or Former Participant who Intends to return to employment as described above must notify the Trustees in advance on a form prescribed and furnished by them of his intent to do so and must again notify the Trustees on a form prescribed and furnished by them when he no longer meets all four (4) of the conditions set forth above so that payment of his monthly benefits may be resumed. Should a Retired or Former Participant who returns to employment
without notifying the Trustees of his intent to do so be discovered working on a job, the Trustees may presume that he has been re-employed under the four (4) conditions set forth above for the entire period that his employer has been working on that particular Job site and suspend his monthly benefits for such period. This presumption shall be rebuttable but it shall be the responsibility of the Retired or Former Participant to submit evidence to rebut said presumption.

When a Retired or Former Participant who has had his monthly benefits suspended notifies the Trustees that he no longer meets all four (4) conditions set forth above, he shall again start receiving his monthly benefits no later than the first day of the third calendar month after the calendar month in which such notification is given. When monthly benefit payments are resumed, the first monthly payment shall include payments for any months for which benefits were suspended when the Retired or Former Participant did not meet all of the four (4) conditions set forth above, less any offset or recoupment which the Trustees are permitted to impose by applicable regulations.

In the event a Retired or Former Participant receives monthly benefits for any period of time for which he is not entitled because of the provision of this Section 6, the Trustees shall recoup any overpayments as quickly as they are permitted to do so by applicable regulations.

The Trustees shall adopt such other reporting and related procedures as they deem necessary to police the provisions of this Section 5 and shall notify all Retired and Former Participants receiving monthly benefits from the Fund of the provisions of this Section 5 and of all other procedures adopted by the Trustees to give effect thereto.

When payment of monthly benefits is resumed, the amount of such payments shall be the same amount as the Retired or Former Participant was receiving from the Plan prior to his return to work (except for any recoupment of overpayments) unless there has been a general improvement in Plan benefits to which he would have been entitled had he not returned to work or unless, during his period of re-employment, he accrued at least one Year Of Service, in which event he shall be entitled to additional benefits upon his subsequent re-retirement in the same form as he was receiving benefits prior to his re-employment.
ARTICLE XI

PARTICIPATION UNDER ORIGINAL PLAN

SECTION 1 - PROTECTION OF RIGHTS

In the event a Participant who was a Participant in the Plan as of September 1, 1976, in accordance with the provision of Section 1 of Article II was a Participant in the Original Plan and was, as of August 31, 1976, eligible to receive benefits under the provisions of the Original Plan as they were in effect as of that date, becomes or remains eligible for benefits under the Plan, the benefit which he shall receive shall not be less than the benefit to which he was entitled under the Original Plan as of August 31, 1976.

Any Participant who was a participant in the Plan--as of September 1, 1976, and who was a Participant in the Original Plan as of August 31, 1976, shall, provided he would have met the requirements of the Original Plan as they were in effect as of August 31, 1976, receive no less than the benefits to which he would have been entitled under the Original Plan as of August 31, 1976, had said Plan remained unchanged from that date.
ARTICLE VI

MISCELLANEOUS PROVISIONS

SECTION 1 - LIMITATION OF RIGEL'S TO BENEFITS

No Former, Disabled, Active, Inactive, or Retired Participant, Spouse, Beneficiary, or any person claiming by or through any such person, shall have any right, interest, or title to any benefits under the Trust Agreement, the Plan, or the Fund, except as such right, interest, or title shall have been specifically granted pursuant to the terms of said Plan.

SECTION 2 - NON-ALIENATION OF BENEFITS

Except as may be required to comply with Qualified Domestic Relations Orders under the provisions of the Retirement Equity Act of 1984, no benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No benefit nor the Fund shall, in any manner, be liable for or subject to the debts or liability of any person entitled to any benefits. If a person entitled to benefits shall attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber his benefits under this Plan or any part thereof, or if by reason of his bankruptcy or other event happening at any such time, such benefits would devolve upon anyone else or would not be enjoyed by him, or in the event of his legal disability or his inability to care for his affairs, the Trustees, in their discretion, may terminate his interest in any such benefit and hold or apply it to or for the benefit of such person, his spouse, dependent children, or any of them, in such manner as the Trustees may deem proper.

Should a copy of a Domestic Relations Order be filed with the Trustees, the Trustees shall take whatever steps are required to determine whether such an Order is "Qualified" as described in the Retirement Equity Act of 1984 and the regulations issued thereunder. Once such a determination is made, the Trustees shall notify the Participant and the alternate payee(s) of such determination and, if such Order is Qualified, honor same in determining the rights of the Participant and such alternate payee(s) to benefits under the Plan.

SECTION 3 - INCOMPETENT PAYEES

In the event that the Trustees determine that a payee is mentally or physically unable to give a valid receipt for any benefit due to him under the Plan, such payment may, unless claim shall have been made therefor by a legally appointed guardian, committee, or other legal representative, be paid to any person or institution then in the judgment of the Trustees providing for the care and maintenance of such payee. Any such payment shall be a payment for the account of the person involved and shall be a complete discharge of any liability of the Plan or the Trustees therefor.

SECTION 4 - FACILITY OF PAYMENT

In any case where the amount of monthly benefit payable to anyone entitled to benefits hereunder is less than $50.00, the Trustees may, in their discretion, arrange for less frequent payments of larger amounts or provide for a lump sum cash payment, subject to the provisions of
ERISA, which is the Actuarial Equivalent of such expected monthly payments in lieu of all benefits otherwise payable. When a monthly Retirement Benefit is being continued for a certain period of time to the estate of a Deceased Participant or the estate of a Deceased Beneficiary, as opposed to a living person, the Trustees may determine the commuted value of the remaining payments and pay such value in a single sum to the estate.

SECTION 5 - TIME REQUIREMENTS FOR APPLICATIONS

No benefits, other than lump sum cash payments unilaterally payable by the Trustees pursuant to the provisions of Section 4 of Article X, shall be paid unless application therefor is made to the Trustees as provided for in other Sections and Articles of the Plan. No Benefits based on the death or disability of a Participant shall be payable unless claim therefor is made within twelve (12) months after the death or claimed disability of the respective Participant. The Trustees may, however, waive this requirement on a non-discriminatory basis if, in their opinion, circumstances warrant such waiver. The above requirements shall always be waived in the case of benefits payable to a Surviving Spouse under the provisions of Article VIII.

SECTION 6 - UNCLAIMED BENEFITS

Once benefit payments commence, if any benefit payment is unclaimed or uncashed for a period of four years, it shall revert to, and again become part of, the Fund; provided that any such forfeited amount shall be re-instated upon application therefor by the Participant, his Surviving Spouse, or Beneficiary entitled thereto.

SECTION 7 - RIGHT TO RELY ON INFORMATION PROVIDED

The Trustees shall, in the absence of contradictory evidence presented to them, have the right in administering the Plan to rely upon information provided to them by the Union, Employers, Employees, Participants, Spouses, Beneficiaries, and Alternate Payees. Neither they nor the Fund shall be liable for good faith reliance thereon.
ARTICLE XIII

ADMINISTRATION OF THE PLAN

SECTION 1 - RESPONSIBILITY

The Plan shall be administered solely by the Trustees and employees or agents of the Trustees, acting for them as authorized, and the decisions of the Trustees in all matters pertaining to the administration of the Plan shall be final. The Trustees shall make such rules and prescribe such procedures for the administration of the Plan as they shall deem necessary and reasonable.

SECTION 2 - CLAIMS PROCEDURES

The Trustees shall make all determinations as to the right of any person to a Benefit. Any denial by the Trustees of any claim for Benefits under the Plan shall be stated in writing by the Trustees and delivered or mailed to the denied claimant, and such statement shall set forth the specific reasons for the denial, explained in language calculated to be understood by the claimant. In addition, the Trustees shall afford any denied claimant a reasonable opportunity for a review of the decision denying the claim and shall so inform the denied claimant. The Trustees shall establish appeals procedures to comply with the letter and spirit of ERISA and shall notify all Participants or persons claiming under or through them of such procedures.

SECTION 3 - RIGHT TO DATA

The Trustees shall have the right to require, as a condition precedent to the payment of any Benefit under the Plan, all information which they reasonably deem necessary, including, but not limited to, records of employment, proof of dates of birth and death, evidence of existence, and no Benefit dependent in any way upon such information shall be payable unless and until such information so required shall be furnished. Such evidence shall be furnished by the Union, Employer, and Former, Disabled, Active, Inactive, or Retired Participants, or persons claiming under or through them.

SECTION 4 - RECORDS AND REPORTS

The Trustees shall exercise such authority and responsibility as they deem appropriate in order to comply with ERISA and governmental regulations issued thereunder relating to records of Participants and their respective status under the Plan and shall issue notifications to Participants, file an annual registration with the Internal Revenue Service, and annual reports to the Department of Labor. In addition, the Trustees shall respond to all reasonable requests for information received from Participants or other persons entitled to Benefits hereunder.

SECTION 5 - RECIPROCITY AGREEMENTS

The Trustees may enter into reciprocity agreements with Trustees of other Pension Funds covering work coming under the Jurisdiction of the Union's parent body in order to protect the interest hereunder of any Participant who may work in the Jurisdiction of other Unions from time to time, provided any such agreement, is, in the opinion of the Trustees, at least as favorable to the Fund
as to the other Fund involved and will not have a material adverse effect on the Fund's funding requirements under ERISA.

SECTION 6 – INFORMATION

Each Participant shall be furnished with an explanation of the various optional forms of benefits available to him and shall have a period of at least ninety (90) days prior to his actual Retirement to make any election subject to the provisions of Section 2 of Article X and the Participant shall have the right to revoke any option selected by him and select another at any time prior to the actual commencement of his Retirement Benefit.
ARTICLE XIV

FINANCING OF PLAN

SECTION 1 - CONTRIBUTIONS

All contributions to the Fund shall be made only by Employers in behalf of Employees in whose behalf such contributions are required by an applicable written agreement, or by the Union or its affiliates or by Trustees, agencies, etc., as defined in their respective capacity as an Employer. Contributions by an Employee shall not be permitted under the Plan. Contributions by an individual proprietor or partner on himself shall not be permitted under the Plan.

SECTION 2 - NO REVERSION OF CONTRIBUTIONS

No Employer shall have any right, title, or interest in the contributions made by it to the Fund and no part of the Fund shall revert to any such Employer except in the case of an error in the remission of such contributions and then only as may be permitted by ERISA.

SECTION 3 - LIMITATION OF BENEFITS

The Benefits of the Plan shall only be such as can be provided by the assets of the Fund and, except as may be required under ERISA, there shall be no liability or obligation on the part of any Employer to make any further contributions to the Fund in the event of termination of the Plan.

SECTION 4 - ACTUARIAL VALUATIONS

The Benefits under the Plan and the rules governing eligibility therefor have been adopted by the Trustees on the basis of an actuarial valuation made by an Enrolled Actuary engaged by them. The Trustees shall have periodic re-valuations performed at least as frequently as required by ERISA; however, it is recognized that the actual experience of the Fund may differ from the assumed experience from time to time and that, if required to meet the funding requirements of ERISA, the Trustees may amend the Plan to decrease benefit amounts and may, if actual experience is more favorable than assumed experience, increase benefit amounts or reduce eligibility requirements to qualify therefor.

SECTION 5 - EMPLOYER WITHDRAWAL

The Plan is a Construction Industry Fund and, as such, the Trustees shall use the Construction Industry definition of Employer Withdrawal as provided for under the Multi-Employer Pension Plans Amendment Act and shall compute any Employer Withdrawal Liability under the basic presumptive method as prescribed for Construction Industry Funds by said Act.

Any disputes between the Fund and an Employer concerning Employer Withdrawal Liability which may be assessed by the Trustees shall, if not satisfactorily resolved by the parties, be submitted to arbitration under Section 4221 of ERISA and the Pension Benefit Guaranty Corporation's Fund Regulations on Arbitration of Disputes in Multi-Employer Plans, CFR Parts 2640 and 2641.
ARTICLE XV

AMENDMENT, MERGER, OR TERMINATION

SECTION 1 – RIGHT TO AMEND

Any amendment to this Plan may be made at any time by majority action of the Trustees and may be made retroactively in order to qualify and maintain this Plan as a "Qualified Plan" and Trust under applicable provisions of the United States Internal Revenue Code and ERISA. Unless required by law, no amendment of the Benefits payable under this Plan shall be made except upon the advice and counsel of an Enrolled Actuary or actuarial firm engaged by the Trustees, and unless required or permitted by law, no such amendment shall operate to reduce the Benefits of anyone entitled thereto at the time of such amendment.

Amendments pursuant to Section 412 (C) (8) of the Internal Revenue Code and Section 302 (C) (8) of ERISA to be effective for a Plan Year shall be adopted no later than two (2) years after the close of the Plan Year, and if such amendment reduces the Accrued Benefit of any Employee, the same shall not be effective unless approved by the Secretary of Labor, or unless the Secretary of Labor fails to take action disapproving the amendment within ninety (90) days of receipt of notice of such amendment.

SECTION 2 – MERGERS OR CONSOLIDATIONS

In the event that this Plan should merge or be consolidated with another Qualified Plan as authorized in the Trust Agreement, or if the assets and/or liabilities of this Plan are transferred to another such Plan, the benefits of anyone entitled thereto, immediately after such merger, consolidation, or transfer, shall be at least as great as they were immediately prior to such merger, consolidation, or transfer, computed as if the Plan had terminated.

SECTION 3 – TERMINATION

This Pension Plan shall terminate upon the happening of any one or more of the following events:

A. In the event the Plan shall be, in the opinion of the Trustees based on the advice of an Enrolled Actuary, inadequate to carry out the intent and purpose of the Agreement and Declaration of Trust creating the Plan, or to meet the payments due or to become due under the Plan to persons already drawing benefits.

B. In the event there are no individuals living who can qualify for benefits hereunder.

C. In the event of termination by unanimous action of the Union, the Employers and the Trustees.

D. Upon action taken by the Pension Benefit Guaranty Corporation pursuant to provisions of Section 4042 (a)
SECTION 4 - PROCEDURES IN EVENT OF TERMINATION

In the event of termination, the Trustees shall:

A. Make provision out of the Pension Fund for the payment of any and all obligations of the Plan and Trust; including expenses incurred up to the date of termination of the Plan and the expenses incidental to such termination.

B. Arrange for a final audit and report of their transactions and accounts, for the purpose of termination of their Trusteeship.

C. Give any notice and prepare and file any report which may be required by law.

Any remaining assets of the Plan shall be allocated in accordance with the priorities established in Title IV, Section 4044, ERISA (or any successor statutory provision) and any applicable regulations of the Pension Benefit Guaranty Corporation. In such event, the right of anyone to benefits accrued to the date of such termination or partial termination, to the extent funded as of such date, shall be non-forfeitable.

Subject to the provisions of Section 4044, ERISA, the amounts to be paid to each person interested in the Trust Fund and the manner of payments shall be determined by the Trustees. Having computed the value of the interest of such person, the Trustees shall provide such benefits either through the continuation of any Trust Fund hereunder or through the purchase of annuity contracts or both or proceed to liquidate the Trust Fund and to distribute the net balance thereof to the persons interested therein in proportion to the values of their respective interests, or partially by one method and partially by another. Such distributions may be in cash, securities, or property, or in the form of annuity contracts providing benefits of the same general character (but not necessarily in the same amount) as those to which the interested persons would have been entitled had this Plan not been discontinued, or partially by one method and partially by another, as the Trustees shall determine.

IN WITNESS WHEREOF, this amended and restated copy of the STATE OF MICHIGAN LABORERS' DISTRICT COUNCIL PENSION PLAN incorporating the provisions thereof as they are in existence as of January 1, 1990, has been approved by the Trustees thereof an executed in their behalf by their Chairman and Secretary this 10th day of April, 1990.

CHAIRMAN  

[Signature]

SECRETARY  

[Signature]