

RESTATED AGREEMENT AND DECLARATION OF TRUST  
OF THE  
TEAMSTERS LOCAL UNION NO. 727  
LEGAL AND EDUCATIONAL ASSISTANCE FUND

THIS RESTATED AGREEMENT AND DECLARATION OF TRUST (herein sometimes referred to as the "Restated Agreement") is made and entered into as of this 25<sup>th</sup> day of July, 2000, by and between the Trustees, JOHN T. COLI, BECKY STRZECHOWSKI, THOMAS J. MORIARTY and DAVID WOLPIN, who, with their successors designated in the manner herein provided, are hereinafter called the "Trustees" or "Board of Trustees."

WITNESSETH

WHEREAS, the Union and Employers are parties to Collective Bargaining Agreements requiring periodic payments by Employers of Contributions for the purpose of providing and maintaining a legal and educational assistance plan ("Legal and Educational Assistance Plan") for certain qualified employees covered by and entitled to the benefits of those collective bargaining agreements and for dependents of such employees; and

WHEREAS, in order to implement and carry out the provisions of the Plan, the Board of Trustees intend to meet the requirements of a tax exempt organization under Section 501(c)(9) of the Internal Revenue Code of 1986 or under any comparable section or sections of future legislation which amends, supplements, or supersedes said section; and

WHEREAS, it is desired that the Trust will conform to the applicable requirements of Sections 302(c)(7) and (8) of the Labor Management Relations Act of 1947, as amended, which permits trust funds for the purpose of defraying the costs of education and legal services, and of the Employee Retirement Income Security Act (ERISA) of 1974, as amended; and

EXHIBIT B

WHEREAS, the signatory Trustees, who were appointed pursuant to the terms of the Trust Agreement, desire to update the aforesaid Trust Agreement into a Restated Agreement and Declaration of Trust and to make such changes as may be appropriate for the continued viability of the Trust Fund; and

WHEREAS, said Trustees are authorized by the Trust Agreement to enact this Restatement;

NOW, THEREFORE, the Trustees hereby accept and adopt all of the provisions of this Restated Agreement. The Trustees declare that they will receive and hold the Contributions, and any other money or property which may come into their hands as Trustees, with the powers and duties and for the uses and purposes as hereinafter set forth:

#### ARTICLE ONE

##### NAME

This Trust Fund shall be designated and known as the "TEAMSTERS LOCAL UNION NO. 727 LEGAL AND EDUCATIONAL ASSISTANCE FUND" and is sometimes referred to herein as the "Trust", "Fund", "Legal and Educational Assistance Fund" or "Trust Fund".

#### ARTICLE TWO

##### PURPOSES

2.01 The purpose of this Trust is (1) to assist Participants and their Dependents in obtaining competent, professional legal services and advice on personal legal matters, as funded by payments from the Trust Fund to a cooperating attorney or attorneys selected in the manner prescribed by the Trustees; provided, however, that no payments shall be used to finance legal services against the Union, an Employer, the Trustees, the Trust Fund or the Teamsters Local Union No. 727 Pension Fund or Health and Welfare Fund; and (2) to assist Participants and their Dependents in pursuing a

higher education.

2.02. The Trustees intend, within the terms of this Restated Agreement and acting within their exclusive discretion, to provide the maximum amount of benefits possible, consistent with good business practice, after taking into consideration the reasonable reserves to be established. The Trustees shall have the exclusive authority to increase or decrease the various types of benefits which in their judgment can best be provided from the Fund's assets. All of the parties intend that the benefits are limited to those which can be financed as a result of Contributions and investment earnings. It is expressly understood and agreed that there is no liability upon the Union, any Employer or association, or the Trustees for the furnishing of any specific type or amount of benefit to the Participants or Dependents.

### ARTICLE THREE

#### DEFINITION OF TERMS

Unless the context clearly indicates otherwise, the following terms shall be construed as hereinafter defined:

3.01. The term "Union" shall mean Auto Livery Chauffeurs, Embalmers, Funeral Directors, Apprentices, Ambulance Drivers and Helpers, Taxi Cab Drivers, Miscellaneous Garage Employees, Car Washers, Greasers, Polishers and Wash Rack Attendants Union, Local No. 727, an affiliate of the International Brotherhood of Teamsters ("I.B.T.").

3.02. The Term "Employer" shall mean all employers who are obligated to make Contributions to the Trust Fund pursuant to the terms of any Collective Bargaining Agreement. For the purposes of the Plan only, the Union, this Trust Fund, the Teamsters Local Union No. 727 Health and Welfare Fund ("Health and Welfare Fund"), and the Teamsters Local Union No. 727 Pension Fund ("Pension Fund") will be considered Employers with respect to the officers and employees of each for whom

Contributions are paid, but shall not participate in the selection or removal of Employer Trustees as hereinafter provided.

3.03. The term "Employee" shall mean any individual who is represented for collective bargaining purposes by the Union, employed by an Employer, and/or for whom the Employer is obligated to make a Contribution to this Fund; provided, however, that the Trustees may set up standards for eligibility for benefits. In addition, provided the requisite Contributions are made, the term "Employee" may include the following: (a) employees engaged in any capacity by an Employer who are accepted for participation by the Trustees; and (b) the Trustees, officers and employees of this Fund, the Pension Fund, the Health and Welfare Fund, and the Union.

3.04. The term "Participant" shall mean any Employee who has satisfied the Plan's eligibility requirements to receive legal or educational assistance benefits provided by the Plan.

3.05. The terms "Trustees" or "Board" shall mean the Trustees designated in this Restated Agreement together with their successors designated and appointed in accordance with the terms and procedures of this Trust Agreement.

3.06. The term "Trust Agreement" shall mean this Restated Agreement and Declaration of Trust, including any amendments, modifications, revisions or extensions hereof.

3.07. The terms "Fund", or " Legal and Educational Assistance Fund" or "Trust Fund" shall mean the funds held in trust for the purposes of this Trust Agreement, and shall consist of all monies due the Trust as Contributions, and any other property or income received and held by the Trustees for the uses and purposes set forth in this Trust Agreement.

3.08. The term "Dependents" shall mean the spouse of an Employee and an unmarried child of an Employee, all as determined in detail by such rules and regulations as the Trustees may adopt from time to time.

3.09. The term "Contributions" shall mean the payments required to be made by Employers to the Trust Fund pursuant to Collective Bargaining Agreements.

Employees may not contribute to the Trust Fund in order to obtain or maintain eligibility under the Legal and Educational Assistance Plan, except as required by law.

3.10. The terms "Plan" or " Legal and Educational Assistance Plan" shall mean the Teamsters Local Union No. 727 Legal and Educational Assistance Plan, and any program, rules or regulations established by the Trustees, as from time to time amended, concerning benefits to be provided Participants and Dependents. The Trustees may adopt more than one Plan with different benefits, contribution levels, and other provisions. If more than one Plan is adopted, each shall be covered by the term "Plan" or " Legal and Educational Assistance Plan" as used in this Trust Agreement.

3.11. The term "Custodian" shall mean the bank or trust company, if any, selected by the Board of Trustees to hold the assets comprising the Trust Fund or to perform such functions in the administration of the Plan and the administration and investment of the Trust Fund as the Trustees may designate.

3.12. The term "Collective Bargaining Agreement" shall mean any collective bargaining agreement in force and effect from time to time between the Union and any association or any Employer which provides for Contributions to the Trust Fund. Such term shall also be deemed to include other written agreements by which any person or an Employer is obligated to make Contributions to the Trust Fund.

3.13. The term "Code" means the Internal Revenue Code of 1986, as amended.

3.14. The term "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

#### ARTICLE FOUR

##### APPOINTMENT, REMOVAL, VOTING, AND RESIGNATION OF TRUSTEES

4.01. The Trust Fund shall be administered by a Board of Trustees consisting of

four Trustees, two of whom shall be designated as Employer Trustees and shall be appointed by the Employers or their representative, and two of whom shall be designated as Union Trustees and shall be appointed by the Union.

Thomas J. Moriarty and David Wolpin have been appointed as the Employer Trustees. John T. Coli and Becky Strzechowski have been appointed as the Union Trustees.

The number of Trustees may be increased or decreased by unanimous action of the Trustees so long as there is always an equal number of Employer and Union Trustees.

4.02. (a) Each Trustee shall serve until his death, incapacity, resignation, removal, or replacement as herein provided.

(b) A Trustee may resign at any time by giving at least ten (10) days' notice in writing to the remaining Trustees. The notice shall state the date the resignation shall take effect and the resignation shall be effective on that date unless a successor Trustee has been appointed, in which event the resignation shall take effect as of the date the successor files the written acceptance provided for under Section 4.05 of this Article.

4.03. Any Union Trustee may be removed from office by the Union at any time. An Employer Trustee may be removed from office at any time by a weighted vote of the Employers who have made Contributions to the Fund during the three months preceding the voting. Each such Employer shall have a number of votes equal to the amount of Contributions (other than delinquent Contributions) paid by that Employer during said three-month period. Such vote shall be conducted whenever a request is supported by Employers who have contributed at least twenty-five percent (25%) of the Contributions (other than delinquent Contributions) received by the Fund during the three (3) months preceding the request.

Removal of a Trustee shall be evidenced by an instrument in writing signed by an



accredited representative of the Union or the Employers, whichever initiated such action, and said instrument shall be delivered to all the Trustees.

4.04. (a) In the event of the death, removal, incapacity to act, or resignation of an Employer Trustee, a successor Employer Trustee shall be appointed by the remaining Employer Trustee, if any. If no Employer Trustee is serving, nominations shall be solicited and an election conducted in accordance with the procedures set forth in Section 4.03. In the event of the death, removal, incapacity to act, or resignation of a Union Trustee, a successor Union Trustee shall be appointed by the Union.

(b) Any successor Trustee, by whomsoever designated, shall file his written acceptance with the Board of Trustees and he shall thereupon become vested with all the duties, powers, rights, responsibilities and properties of a Trustee. No vacancy or vacancies in the office of Trustee shall impair the power of the remaining Trustees to administer the affairs of the Trust pending the filling of any vacancy or vacancies. Any Trustee who has resigned or who has been removed from office shall execute all necessary instruments.

4.05. A Trustee upon signing this Trust Agreement, or upon written acceptance filed with the Board in the case of any successor Trustee, shall be deemed to accept the Trust created and established by this Trust Agreement, to consent to act as Trustee, and to agree to administer the Trust Fund as provided herein.

4.06. The Trustees shall select from among the Trustees a Chairman and a Secretary, one of whom shall be an Employer Trustee and the other a Union Trustee. The term of office for such officers shall be for two (2) years or until his or their successors have been elected.

4.07. No successor Trustee shall be liable or responsible for any acts or defaults of any other Trustee or predecessor Trustee, or for any losses or expenses 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. A successor Trustee

shall not be required to inquire into or take any notice of the prior administration of the Trust Fund.

4.08. The Trustees shall serve without compensation for their services hereunder as Trustees, but they may be reimbursed for expenses properly and actually incurred for Trust business; provided, however, that to the extent permitted by law, Trustees who are not receiving full-time pay from an Employer or the Union because of work performed on a particular day may be paid reasonable compensation, including fringe benefits and reasonable expenses, for services rendered as a Trustee on said day. The amount of compensation to be paid shall be established by the Trustees from time to time.

4.09. (a) Regular meetings of the Trustees may be held at such time or times as may be established by the Trustees but not less than annually. Meetings may also be held at any time without notice if all of the Trustees consent. Meetings may be held in conjunction with Trustee meetings of other Trust Funds covering Participants. Special meetings may be called at any time by the Chairman or the Secretary of the Board, upon giving five (5) days' written notice to all other Trustees. Notice may be waived by agreement of all Trustees. Minutes of all meetings shall be kept, but not necessarily verbatim and copies thereof shall be furnished to the Trustees.

(b) Any action by the Trustees may be taken either at a meeting, by a phone poll, in a conference call, or in writing without a meeting. Concurrence of all the Trustees, evidenced by their written signatures, shall be required for action taken without a meeting.

(c) Two Trustees shall constitute a quorum at any regular or special meeting of the Trustees, provided that one Union Trustee and one Employer Trustee are present.

(d) Unless otherwise specified herein, the concurring vote of a majority of the Trustees present and voting shall be required to carry any motion or resolution. Each Union Trustee and each Employer Trustee shall be entitled to cast one (1) vote on each



motion or resolution; provided, however, that the vote of any absent Trustee shall be allocated among the group of Trustees of which he is a member so that both groups will have an equal number of votes.

(e) A deadlock of the Trustees shall be deemed to exist if a quorum is not present at two successive properly scheduled meetings, or if the vote of the Trustees is equal on any proposal. Whenever a deadlock exists, the Trustees shall first seek mediation in an endeavor to break such deadlock, and if that proves unavailing (or if the Trustees agree to waive mediation), either group of Trustees may advise the other group of Trustees that they wish to submit the deadlocked issue for arbitration by an impartial person to be selected by the Trustees. Should they fail to agree on the impartial person within ten (10) days, any Trustee may petition the American Arbitration Association for a list of five (5) impartial arbitrators experienced in employee benefit fund disputes. The Trustee groups shall alternately and expeditiously strike names from said list and the remaining name shall be the impartial arbitrator. The order of striking shall be determined by chance. The arbitrator's decision shall be final and binding on the Trustees and his fees and expenses, as well as the joint expenses incidental to his activities and the arbitration, shall be paid from the Trust Fund.

4.10. (a) The Legal and Educational Assistance Fund and the Board of Trustees shall be bound by the signatures of the Chairman and Secretary. In addition, any instrument may be executed on behalf of the Board by one or more Trustees designated for that purpose by the Board, or by the signature of any other person or persons designated for that purpose by the Board.

(b) Upon the signing of any instrument by an authorized person, all persons, partnerships, corporations or associations may rely thereon that such instrument has been duly authorized by action of the Board of Trustees.

## ARTICLE FIVE

### POWERS, DUTIES AND OBLIGATIONS OF THE TRUSTEES

5.01. The Trustees shall supervise the operation of the Trust and shall conduct the business and activities of the Trust. The Trustees shall hold, manage, care for, and protect the Trust Fund and shall collect the income and Contributions made to the Fund.

5.02. The Trustees are hereby empowered to do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary to accomplish the general objectives of maintaining the Plan and Trust solely in the interest of the Participants and Dependents and for the exclusive purpose of (1) providing benefits to Participants and their Dependents; and (2) defraying reasonable expenses of administering the Plan and Trust.

5.03. The Trustees are authorized, empowered and directed to invest and reinvest the funds of the Trust in any property or undivided interest therein, including but not limited to bonds, notes, real estate, common and preferred stocks, and interests in trusts, including common trust funds, without being limited by any statute or rule of law concerning investments by trustees. The Trustees may sell or otherwise dispose of such securities or property at any time and may, in their sole discretion, invest the Trust Fund or any part thereof in group contracts, and such other forms of contracts, if the contracts are issued by insurance companies authorized to do business in the State of Illinois, for the purpose of providing for all or a part of the benefits provided under this Trust. The Trustees shall have power (in addition to, and not in limitation of, common law and statutory authority) to exercise in respect to any stocks, bonds, or other property, real or personal, all such rights, powers, and privileges as might be lawfully exercised by any person owning similar stocks, bonds, or other property in his own right.

All or any part of the Trust assets may be invested in any collective investment trust fund qualified as tax exempt under Section 501(a) of the Internal Revenue Code,

or amendments thereof, which is then maintained by any bank or trust company whether or not acting as a trustee, co-trustee, or agent for the Trustees hereunder. The document governing each such collective investment trust, as amended from time to time, shall govern any investment therein, and is hereby made a part of this Trust Agreement.

The Trustees shall have the power to borrow from any bank, savings and loan association, insurance company, or any other money lending firm or institution, such sums, and on such terms and conditions, which the Trustees may from time to time determine. The Trustees may hypothecate, mortgage, pledge or otherwise collateralize or secure any indebtedness so created with assets of this Trust; provided, however, that any resolution presented to the Trustees pursuant to the powers contained in this paragraph must be adopted by the affirmative vote of not less than three-fourths of the Trustees, regardless of the number of Trustees present at any meeting.

Such investment actions shall be taken with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Such actions shall include the diversification of the Fund's investments so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, and all such actions shall be in accordance with the documents and instruments governing the Trust and Plan insofar as such documents and instruments are consistent with applicable law.

If one or more Investment Managers have been appointed in accordance with the terms of this Restated Agreement, no Trustee shall be liable for the acts or omissions of any such Investment Manager(s) or under any obligation to invest or otherwise manage any asset of the Fund which is subject to the management of any such Investment Manager.

5.04. The Trustees are hereby empowered to allocate fiduciary responsibilities

among the Trustees and to designate persons other than Trustees to carry out fiduciary responsibilities as provided in this Restated Agreement. The power to allocate fiduciary responsibility shall not apply to the application of the responsibility to manage the assets of the Fund other than the power to appoint an Investment Manager or Managers.

The Trustees shall have exclusive authority and discretion to manage and control the assets of the Fund except to the extent that such authority to manage, acquire, or dispose of the assets of the Fund is delegated to one or more Investment Managers in accordance with the following paragraph.

The Trustees are empowered to appoint an Investment Manager(s) to manage, acquire, or dispose of any assets of the Fund. An "Investment Manager" is any fiduciary who has been designated by the Trustees to manage, acquire or dispose of any assets of the Fund, who has acknowledged in writing that it is a fiduciary with respect to the Fund, and who is: (i) registered as an investment adviser under the Investment Advisers Act of 1940; or (ii) is a bank, as defined in that Act; or (iii) is an insurance company qualified to perform such services under the laws of more than one state.

5.05. The Board and each Trustee, to the extent permitted by applicable law, shall be fully protected in acting upon any instrument, certificate or paper believed by them to be genuine and to be signed or presented by the proper person or persons and shall be under no duty to make any investigation of, or inquiry as to, any statement contained in such record, but may accept the same as conclusive evidence of the truth of the statements therein contained.

No Trustee shall be liable for any acts or defaults of any prior Trustee, any other Trustee, any other fiduciary, any party in interest or any other person except to the extent required by applicable law; it being the intent and purpose of the parties hereto that, to the extent permitted by law, each Trustee shall be liable only for his own acts or omissions occurring during his term of service as Trustee.

5.06. The cost and expenses of any action, suit or proceeding brought by or against the Board or any Trustee, including counsel fees, shall be paid from the Trust Fund if permitted by law, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that the Board or such Trustee was acting in bad faith or was grossly negligent in the performance of his duties hereunder.

5.07. No individual or person may act as agent for the Fund or the Plan unless specifically authorized by this Restated Agreement or in writing by the Trustees. Neither an Employer nor the Union, or any representative of an Employer or the Union, in such capacity, is authorized to interpret the Plan or Trust Agreement, nor can any such person act as agent of the Trustees. Only the Board of Trustees is authorized to interpret the Plan or Trust Agreement.

5.08. The Trustees shall keep true and accurate books of account and a record of all their transactions, meetings and the actions taken at such meetings or by informal action of the Trustees.

5.09. The Trustees shall procure an audit of the books of the Trust by a Certified Public Accountant not less frequently than once for each fiscal year and a copy of each such audit shall be furnished, upon request, to each Trustee, and a copy of such audit shall be kept available for inspection by authorized persons during business hours at the office of the Trustees for the time required by law and/or for the time required by the rules and regulations of the Fund.

5.10. The Trustees are hereby authorized to formulate and promulgate any and all necessary rules and regulations which they deem necessary or desirable to facilitate the proper administration of the Trust or Plan. All rules and regulations adopted by majority action of the Trustees for the administration of the Trust Fund shall be final and binding upon all parties hereto, all parties dealing with the Trust, and all persons claiming any benefits hereunder. The Trustees shall have the exclusive authority and discretion to interpret and apply this Trust Agreement and the Legal and Educational

Assistance Plan, including questions involving eligibility for benefits and the standard of proof to be required in any matter, and all such interpretations and applications shall be final and binding upon all parties and claimants. Benefits under the Plan will be paid only if the Board of Trustees determines in its discretion that the individual is entitled to the benefits.

5.11. The Trustees shall use and apply the Trust Fund for the following purposes:

(a) To pay or provide for the payment of all expenses of collecting the Contributions and administering the affairs of this Trust, including the employment of such administrative, custodial, legal, actuarial, accounting, expert, and clerical assistance as may be necessary, the purchase or the lease of such premises as may be necessary for the operation of the affairs of the Trust, and the purchase or lease of such materials, supplies and equipment as the Trustees in their discretion find necessary or appropriate to the performance of their duties.

(b) To pay or provide for benefits to eligible Participants and their Dependents.

(c) To pay or provide for the payment of expenses incidental to the operation of an office, as well as incidental matters affecting Participants and their interests, such as attendance at Union-related activities concerning Participants and their Dependents.

(d) To pay or provide for the payment of expenses and lawful compensation of Trustees and/or Fund employees in connection with attendance at educational conferences and seminars.

5.12. The receipt of the Trustees for any money or property received by them shall discharge the person or persons paying or transferring the same.

5.13. All Trust Funds not invested shall be deposited by the Trustees in such depository or depositories ("Custodian") as the Trustees shall from time to time select and any such deposit or deposits shall be made in the name of the Trust. Any Trustee authorized to deposit, transfer or withdraw funds held in a trust account(s) shall have



the authority to transfer, by wire or phone, such funds to a benefit or checking account.

Except as provided otherwise by Resolution of the Trustees, all such funds may be disbursed by check or draft signed by at least one Employer Trustee and one Union Trustee.

To the extent permitted by law, no Trustee shall be liable in any manner for any loss to the Fund occasioned by the fault or negligence of any Custodian selected by the Trustees in good faith and in the exercise of reasonable business judgment.

5.14. The Trustees are empowered to determine the terms and conditions upon which either an additional craft or class of employees or an additional employer and its employees may participate in the Fund, and to enter into reciprocal agreements with trustees of other trust funds when to do so, in the opinion of the Trustees, would effectuate the purposes of this Trust Agreement.

5.15. Statements, documents, or notices to the Trustees, the Union, or any Employer hereunder shall, unless otherwise specified, be sufficient if in writing and delivered to or sent by pre-paid first class mail or by facsimile.

5.16. The Trustees are hereby empowered, in addition to such other powers as are set forth herein or conferred by law:

(a) To formulate, adopt and administer one or more Legal and Educational Assistance Plans, for the exclusive benefit of Participants and, thereafter, to amend said Plans whenever the Trustees deem it advisable. The Trustees may provide for benefits for the Dependents of Employees. The Plan and all amendments thereto shall be filed by the Trustees as part of the records and minutes of the Trustees. Any benefits provided to a Participant, and/or Dependent, shall be paid solely out of the assets of the Trust Fund.

(b) To promulgate and establish rules and regulations for the administration and operation of the Legal and Educational Assistance Plan in order to effectuate the purposes thereof; and in pursuance thereof (but without limitation on the powers of the

Trustees by reason of such enumeration), to formulate and establish the conditions of eligibility, qualifications for benefits, the method of providing benefits, and any and all matters which they, in their discretion, may deem necessary or proper to effectuate the purposes and intent of the Plan. No rule or regulation shall conflict with the terms of this Trust Agreement.

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

(d) To keep property and securities registered in the name of the Trustees or in the name of the Custodian or a nominee(s), or in unregistered or bearer form, without disclosure of any fiduciary relationship.

(e) To establish and accumulate as part of the Trust Fund a reserve or reserves adequate, in the opinion of the Trustees, to carry out the purposes of the Trust and Plan.

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

(g) To compromise, arbitrate, settle, adjust or release any suit or legal proceeding, claim, debt, damage or understanding due or owing from or to the Fund on such terms and conditions as the Trustees, in their sole discretion, may deem advisable.

(h) To consult with legal counsel with respect to the meaning or construction of this Restated Agreement and the Plan, or their obligations and duties hereunder, or with respect to any action or proceeding, or any question of law, and shall be fully protected,

to the extent permitted by law, with respect to any action taken or omitted by them in good faith pursuant to the advice of counsel. Legal counsel may, but need not be, counsel to the Union or any Employer.

(i) To do all acts, whether or not expressly authorized herein, which the Trustees deem necessary or proper.

5.17. The Trustees shall provide for fidelity bonds, in such form and amounts as may be required by statute, for their fiduciaries and every person who handles funds or other property of the Trust Fund. If no such statutory requirement shall exist, such bonds shall be in such form and amounts as the Trustees may determine. In addition, the Trustees may purchase insurance for their fiduciaries and for themselves to cover liabilities or losses occurring by reason of the act or omission of a fiduciary; provided, however, that any such insurance policies shall be in the form and manner permitted by law.

5.18. The Board may employ a Fund Manager who may, but need not be, a Trustee, and delegate to such Fund Manager the authority to act upon all matters in connection with the administration of the Trust and Plan, including the authorization to execute those documents which, in the sole discretion of the Trustees, are deemed necessary for the day-to-day administration of the Trust and Plan; the responsibility of accounting for the Contributions made to the Trust Fund and the collection of delinquent Contributions; and such other function as the Board may deem advisable. Any Fund Manager so appointed may be employed part-time, may provide similar services for other funds and may engage in unrelated employment activities.

5.19. The Trustees shall have and maintain an office in the State of Illinois which shall be deemed the situs of the Trust Fund, and which may be in the office building of the Union.

5.20. It is further agreed and understood that there is no liability upon the Union, any Employer, or the Trustees for the direct payment of any benefit which has been

established by the Trustees.

5.21. The Union and the Employers assume no obligation or responsibility to any person for any act or failure to act of the Trustees, the attorneys, any insurance company, or any Participant. The Trustees shall have no obligation or responsibility regarding any action required by the Collective Bargaining Agreement, the Plan or this Trust Agreement to be taken by the Union or the Employers, any insurance company, or any other person, or for the result of the failure of any of the above to act. Any person or entity providing professional services to any Participant or Dependent shall maintain professional liability insurance or agree in writing to indemnify and hold harmless the Trustees for any liability imposed upon the Trustees as a result of the actions of the professional.

## ARTICLE SIX

### CONTRIBUTIONS

6.01. (a) The Contributions of the Employers shall be made to the Fund, in accordance with the various Collective Bargaining Agreements with the Union and with the rules and regulations adopted by the Trustees, provided that such Contributions shall be subject to acceptance by the Trustees. Each Employer agrees that there shall be an absolute obligation to the Trust Fund, and such obligation shall not be subject to a set-off or counterclaim which the Employer may have for any liability of the Union. The Trustees shall give consideration to the contribution rate in determining the benefits of any Plan maintained or adopted. Non-payment by an Employer of any Contributions as required by its Collective Bargaining Agreement shall not relieve any other Employer of its own obligation to make Contributions. Employees may not contribute to the Trust Fund in order to obtain or maintain eligibility under the Legal and Educational Assistance Plan, except as required by law.

(b) The Trustees may compel and enforce the payment of Contributions in

any manner which they may deem proper but without limitation upon any rights and privileges the Union may have in this connection. Expenses incurred in the collection of such Contributions shall be paid from the Trust Fund, even though such expenses are subject to reimbursement by the delinquent Employer.

6.02. The failure of an Employer to pay Contributions by the date established by the Collective Bargaining Agreements or, if no date is set by the Collective Bargaining Agreement, by the rules and regulations adopted by the Trustees shall constitute a violation of the applicable Collective Bargaining Agreement between such Employer and the Union, as well as a violation of the Employer's obligations hereunder.

The Trustees shall have the right to adopt rules and regulations relating to the collection of Employer Contributions, including provisions for time of payment, collection of interest, audit fees, attorneys' fees at the rate set by the Trustees in their sole discretion, costs, and liquidated damages as specified in this Section. An Employer in default as of the date established by the Collective Bargaining Agreement or the Trustees for payment of Contributions shall be liable for an additional amount of twenty percent (20%) of the delinquent payment or \$50.00, whichever is greater, and interest at the rate set forth in the Plan or the rules and regulations. In the absence of a rate set forth in the Plan or rules and regulations, the interest rate used each month shall be the prime rate, plus one percent (1%), as reported in the Wall Street Journal on the first business day of each month. Liquidated damages shall compensate the Fund for some or all of the damages arising from lost earnings, administrative costs, uncertainties causing difficulties in forecasting earnings and managing investments, the disruptive effects to the benefit system of unequal performance of obligations among Employers, and the potential liability of Trustees for transactions prohibited by federal law.

The Trustees may require a delinquent Employer or new Employer to deposit with the Trustees, in cash, or by a bond with corporate surety, an amount not to exceed

three (3) months' estimated Contributions, as determined by the Trustees.

The Trustees may waive all or part of the liquidated damages and interest where Contributions are found by the Trustees to have been delinquent as a result of clerical errors or administrative problems beyond the control of an Employer and where there have been good faith efforts by the Employer to comply with the applicable rules and regulations for payment of Contributions.

6.03. Each Employer and its affiliated or related companies or businesses shall furnish to the Trustees on demand the names of all employees, their Social Security numbers, the time worked by each employee, the Contributions due or payable to the Trust Fund, and such other information, including cash journals, wage and payroll records, income tax records, and other business records, as the Trustees or their agents may reasonably require in connection with the administration of the Trust. The Trustees, or their authorized representative, shall have the right to examine and audit the pertinent books and records (as determined by the Trustees) of each Employer and its affiliated or related companies whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administration of the Trust. All Employers shall annually furnish to the Trustees, if requested by them, a statement showing whether (a) the Employer is a corporation and the names of all of its officers and shareholders (and the percentage of stock held by each) or (b) if not a corporation, a statement showing that it is a partnership or an individual proprietorship and furnishing the names of the partners or the name of the individual proprietor.

6.04. Nothing in this Restated Agreement shall prevent a Contribution which is made by an Employer by a mistake of fact or law to be returned by the Trustees to such Employer, upon written request, within twelve months after the Trustees determine that the Contribution was made by such a mistake.

6.05. The Trustees may require Employers to deposit with the Trustees, in advance as a guarantee for the payment of monthly contributions, an amount to be



determined by the Trustees as a condition to such Employer's participation herein and to require that said guarantee be continuously maintained by such Employer as a condition to the continued participation herein.

## ARTICLE SEVEN

### CONTROVERSIES AND DISPUTES

7.01. In any controversy, claim, demand, suit at law or other proceeding between any Employee, Dependent, or any other persons and the Trustees, the Trustees shall be entitled to rely upon any facts appearing in the records of the Trustees, any instruments on file with the Trustees, with the Union, affiliated employee benefit funds, or with any Employer, any facts certified to the Trustees by the Union or any Employer, any facts which are of public record, and any other evidence pertinent to the issue involved.

7.02. All questions or controversies arising in any manner between any parties or persons in connection with the Trust Fund or its operation, whether as to any claim for any benefits by an Employee, Dependent or any other person, or whether as to the construction of the language or meaning of the rules and regulations adopted by the Trustees or this instrument, or as to any writing, decision, instrument or accounts in connection with the operation of the Trust Fund shall be submitted to the Board of Trustees for decision. The decision of a majority of the Board shall be binding upon all persons dealing with the Trust Fund or claiming any benefit thereunder.

## ARTICLE EIGHT

### SPENDTHRIFT CLAUSE

No monies, property, equity or interest of any nature whatsoever in the Trust Fund, or in any benefits or monies payable therefrom, shall be subject, in any manner by any Participant, Dependent, or person claiming through such person, 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. If a Participant or Dependent shall attempt to or shall alienate, sell, transfer, assign, pledge, mortgage or otherwise encumber his benefits under the Legal and Educational Assistance Plan or any part thereof, or if by reason of his bankruptcy or other event happening at any time, such benefits would devolve upon anyone else or would not be enjoyed by him, the Trustees in their discretion may terminate his interest in any such benefit and hold it to, or apply it for, the benefit of such Participant, or his Dependent, in such manner as the Trustees may deem proper.

#### ARTICLE NINE

##### PAYMENT TO PERSONS UNDER LEGAL DISABILITY

If any benefit payments become payable to a person under legal disability or to a person not adjudicated incompetent but who, by reason of mental or physical disability, is unable in the opinion of the Trustees to administer properly such payments, then such payments may be paid out by the Trustees for the benefit of such person in any of the following ways:

- (a) Directly to any such person;
- (b) To the legally appointed guardian or conservator of such person;
- (c) To any spouse, child, parent, brother or sister of such person for his welfare, support and maintenance;
- (d) By the Trustees using such payments directly for the support, maintenance and welfare of any such person.

The Trustees shall have no duty or obligation to see that any such payments are used or applied for the purpose or purposes for which paid.

## ARTICLE TEN

### AMENDMENT OF AGREEMENT

It is anticipated that in the administration of this Trust conditions may arise that are not foreseen at the time of the execution of this Restated Agreement. It is the intention of the parties that the power of amendment, which is hereinafter given, be exercised in order to carry out the provisions of this Trust, among which is to pay the largest benefits possible which are consistent with the number of Participants and Dependents becoming and likely to become eligible for such payments, the amount of funds which are available and which will probably become available, and sound actuarial practice. Therefore, the Trustees are given the power to amend this Restated Agreement by majority vote at any time, and from time to time, and all parties to the Trust and all persons claiming an interest thereunder shall be bound thereby.

No Participant or any other person shall have any vested interest or right in the Trust Fund or in any payments from the Trust Fund, except to the extent granted by the Legal and Educational Assistance Plan. The Trustees shall have full authority, if consistent with federal law, to amend, repeal, add to, or take away any right or payment, retroactive or otherwise, that they deem proper for the preservation of this Trust Fund; provided, however, in no event shall the Trust Fund be used for any purpose other than the purposes set forth in this Restated Agreement and for the purposes of paying the necessary expenses incurred in the administration of this Trust.

## ARTICLE ELEVEN

### TERMINATION AND MERGER OF TRUST

11.01. In the event the obligation of all Employers to make Contributions shall cease, or the Trust Fund, in the opinion of the Trustees, is inadequate to carry out the intent and purposes of the Trust, the Trustees shall apply the Trust Funds to the payment of expenses and to the purposes specified in Article Two so far as possible;

any balance of the Trust Fund which cannot be applied shall be applied to such other uses as, in the opinion of the Trustees, will best accomplish the purposes for which the Trust was established. Upon the disbursement of the entire Trust Fund, the Trust shall terminate. In no event, upon termination, shall any assets of the Trust Fund revert to any Employer.

11.02. In the event this Trust is subject to the rule against perpetuities as existing in the law of the State of Illinois, at the time in this Article fixed for the termination of the Trust, the Trust shall terminate twenty (20) years after the date of the death of the last of the Participants covered by this Restated Agreement at the time of the execution of this Restated Agreement.

11.03. Upon termination, the Trustees shall notify the Union and each Employer contributing to the Fund, and any other person, partnership, corporation or association with whom they are dealing, and shall continue as Trustees for the purpose of dissolution.

11.04. In lieu of the distribution and liquidation upon termination as set forth in Section 11.01, the Trustees may, after all obligations of the Trust have been satisfied, turn over any surplus monies and property in the Fund to any future trust with similar purpose that may be created by and between Employers and the Union pursuant to collective bargaining agreements.

11.05. In addition to any other authority granted under this Trust Agreement, the Trustees shall have the authority to merge this Trust Fund with another trust fund providing for the same or similar benefits. The terms and conditions of such a merger shall be within the sole discretion of the Trustees.

## ARTICLE TWELVE

### MISCELLANEOUS

12.01. In no event shall the Employers, directly or indirectly, receive any refund

of Contributions, except as provided in Section 6.04, participate in the disposition of the Trust Fund, or receive any benefits from the Trust Fund. Upon payment to the Trustees, all responsibilities of the Employers for Contributions shall cease and the Employers shall have no responsibilities for the acts of the Trustees. No Participant or Dependent shall have any individual right, title, interest or claim against any Employer, Employer's Contribution, or the Trust Fund, except as may be expressly provided for in this Restated Agreement.

12.02. The Trustees shall be entitled, at any time, to have a judicial settlement of their accounts and judicial determination of any questions in connection with their duties and obligations under this Trust, or in connection with the administration or distributions thereof.

12.03. In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made hereunder, the Trustees may withhold such payment until an adjudication of such question or dispute, satisfactory to the Trustees in their sole discretion, is made or the Trustees have been adequately indemnified against loss.

12.04. Where used in this Restated Agreement, words in the masculine shall be read and construed as in the feminine and words in the singular shall be read and construed as though used in the plural, in all cases where such construction would so apply.

12.05. The Article titles are included solely for convenience and shall, in no event, be construed to affect or modify any part of the provisions of this Restated Agreement or be construed as part thereof.

12.06. This Restated Agreement shall in all respects be construed according to, and be governed by, the laws of the State of Illinois, except as may be otherwise provided by federal law.

12.07. Neither this Trust Agreement nor any amendments thereto, nor any rules

and regulations adopted for the administration of the same, nor any award of any arbitrator appointed hereunder shall modify the Collective Bargaining Agreements between the Union and any association or any Employer or add to or alter the obligations of the Employers or the Union thereunder. The provisions of this paragraph shall in no event be subject to amendment.

12.08. No Employer nor the Union shall at any time, and under any circumstances or conditions, have any financial obligations under this Trust or the Legal and Educational Assistance Plan other than the payment of any required Contributions and such other amounts as may be provided for under Article Six.

### ARTICLE THIRTEEN

#### SAVINGS CLAUSE

Should any provision of this Restated Agreement be held to be unlawful, such fact shall not adversely affect the other provisions herein contained, or the application of said provisions, unless such illegality shall make impossible the functioning of the Trust or Plan. Except to the extent required by law, no Trustee shall be held liable for any act done or performed in pursuance of any provision hereof prior to the time such act or provisions shall be held unlawful by a court of competent jurisdiction.

IN WITNESS WHEREOF, the Trustees have caused this Restated Agreement to be executed this 25<sup>th</sup> day of July, 2000.

UNION TRUSTEES:

John T. Coli  
Deputy M. Stuchowski

EMPLOYER TRUSTEES:

Thomas J. Marantey  
David Wolpin



**Amendment to the Restated Agreement and  
Declaration of Trust of the  
Teamsters Local Union No. 727  
Legal and Educational Assistance Fund**

Whereas, the Board of Trustees has the authority to amend the Restated Agreement and Declaration of Trust of the Teamsters Local Union No. 727 Legal and Educational Assistance Fund, and

Whereas, the Board of Trustees desires to increase the number of Trustees representing contributing employers and Local 727,

Now, therefore, it is hereby resolved effective February 24, 2005, that Article Four is amended, in part, to provide as follows:

**ARTICLE FOUR**

**APPOINTMENT, REMOVAL, VOTING, AND RESIGNATION OF TRUSTEES**

**4.01.** The Trust Fund shall be administered by a Board of Trustees consisting of six (6) Trustees, three (3) of whom shall be designated as Employer Trustees, and three (3) of whom shall be designated as Union Trustees.

Thomas J. Moriarty and Carl Tominberg have been appointed as the Employer Trustees. John T. Coli and Becky Strzechowski have been appointed as the Union Trustees. Effective February 24, 2005, the incumbent Employer Trustees shall have the authority to appoint the third Employer Trustee; the Union Trustee shall be appointed by the Union.

The number of Trustees may be increased or decreased by unanimous action of the Trustees so long as there is always an equal number of Employer and Union Trustees.

4.02. (a) Each Trustee shall serve until his death, incapacity, resignation, removal, or replacement as herein provided.

(b) A Trustee may resign at any time by giving at least then (10) days' notice in writing to the remaining Trustees. The notice shall state the date the resignation shall take effect and the resignation shall be effective on that date.

4.03. Any Union Trustee may be removed from office by the Union at any time. An Employer Trustee may be removed from office by the unanimous vote of the other two (2) Employer Trustees.

Removal of a Trustee shall be evidenced by an instrument in writing signed by an accredited representative of the Union or by the Employer Trustees, whichever initiated such action, and said instrument shall be delivered to all the Trustees.

4.04. (a) In the event of the death, removal, incapacity to act, or resignation of an Employer Trustee, a successor Trustee(s) shall be appointed by the remaining Employer Trustee(s). In the event of the death, removal, incapacity to act, or resignation of a Union Trustee, a successor Union Trustee shall be appointed by the Union.

(b) Any successor Trustee, by whomsoever designated, shall file his written acceptance with the Board of Trustees and he shall thereupon become vested with all the duties, powers, rights, responsibilities and properties of a Trustee. No vacancy or vacancies in the office of Trustee shall impair the power of the remaining Trustees to administer the affairs of the Trust pending the filling of any vacancy or vacancies. Any Trustee who has resigned or who has been removed from office shall execute all necessary instruments.

This Amendment is approved and adopted this 24<sup>th</sup> day of February 2005.

**UNION TRUSTEES**

John T. Coli  
Becky Stuchowski

**EMPLOYER TRUSTEES**

Thomas J. Morarty  
Carl Amundson

**Amendment No. 2 to the Restated Agreement and  
Declaration of Trust of the  
Teamsters Local Union No. 727  
Legal and Educational Assistance Fund**

Whereas, the Board of Trustees has the authority to amend the Restated Agreement and Declaration of Trust of the Teamsters Local Union No. 727 Legal and Educational Assistance Fund, and

Whereas, the Board of Trustees desires to increase number of Trustees representing contributing employers and Local 727,

Now, therefore, it is hereby resolved that effective December 19, 2007, that Article Four is amended, in part, to provide as follows:

**ARTICLE FOUR**

**APPOINTMENT, REMOVAL, VOTING, AND RESIGNATION OF TRUSTEES**

**4.01.** The Trust Fund shall be administered by a Board of Trustees consisting of eight (8) Trustees, four (4) of whom shall be designated as Employer Trustees, and four (4) of whom shall be designated as Union Trustees.

Thomas J. Moriaty, Carl Tominberg and Greg Youmans have been appointed as the Employer Trustees. John T. Coli and Becky Stzechowski have been appointed as the Union Trustees. Effective December 19, 2007, the incumbent Employer Trustees shall have the authority to appoint the fourth Employer Trustee; the Union Trustees shall be appointed by the Union.

The number of Trustees may be increased or decreased by unanimous action of the Trustees so long as there is always an equal number of Employer and Union Trustees.

**4.03.** Any Union Trustee may be removed from office by the Union at any time. An Employer Trustee may be removed from office by the unanimous vote of the other three (3) Employer Trustees.

Removal of a Trustee shall be evidenced by an instrument in writing signed by an accredited representative of the Union or by the Employer Trustees, whichever initiated such action, and said instrument shall be delivered to all the Trustees.

This Second Amendment is approved and adopted this 19th day of December 2007.

UNION TRUSTEES:

Becky Stzechowski  
John T. Cole

EMPLOYER TRUSTEES:

Thomas J. Marantz  
Angus Gunn  
Carl Tomberg

**Amendment No. 3 to the Restated Agreement and  
Declaration of Trust of the  
Teamsters Local Union No. 727 Legal and Educational Assistance Fund**

Whereas, the Board of Trustees has the authority to amend the Restated Agreement and Declaration of Trust of the Teamsters Local Union No. 727 Legal and Educational Assistance Fund, and

Whereas, the Board of Trustees desires to clarify the potential sources of contributions to the Trust,

Now, therefore, it is hereby resolved that effective November 1, 2011, that Article Six, Section 6.01(a) is amended, to replace the existing text with the following:

ARTICLE SIX

CONTRIBUTIONS

6.01. (a) The Contributions of the Employers shall be made to the Fund, in accordance with the various Collective Bargaining Agreements with the Union and with the rules and regulations adopted by the Trustees, provided that such Contributions shall be subject to acceptance by the Trustees. Each Employer agrees that there shall be an absolute obligation to the Trust Fund, and such obligation shall not be subject to a set-off or counterclaim which the Employer may have for any liability of the Union. The Trustees shall give consideration to the contribution rate in determining the benefits of any Plan maintained or adopted. Non-payment by an Employer of any Contributions as required by its Collective Bargaining Agreement shall not relieve any other Employer of its own obligation to make Contributions. Employees may not contribute to the Trust Fund in order to obtain or maintain eligibility under the Legal and Educational Assistance Plan.



This Third Amendment is approved and adopted this 1<sup>st</sup> day of November 2011.

UNION TRUSTEES:

John T. Coli  
John A.  
J. N. Min  
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EMPLOYER TRUSTEES:

Rent Shady  
Thomas J. Monahan  
Carol Emery  
Gregory T. Youmans  
\_\_\_\_\_