

**AMENDMENT TO THE STEELWORKERS HEALTH AND WELFARE FUND
AGREEMENT AND DECLARATION OF TRUST
(Amended and Restated Effective January 1, 2003)**

WHEREAS, Article 8.1 of the Steelworkers Health and Welfare Fund Agreement and Declaration of Trust ("Trust Agreement"), as amended and restated effective January 1, 2003, provides that the Trust Agreement may be amended by the Board of Trustees at any time and in any manner; and

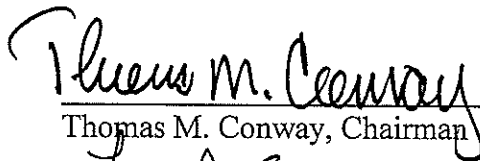
WHEREAS, the Board of Trustees wishes to amend the Trust Agreement to set forth the minimum number of meetings they deem appropriate;

NOW, THEREFORE, BE IT RESOLVED, that Section 5.2(a) of the Trust Agreement is hereby amended to read as follows, effective as of the date of adoption:


"The Board shall endeavor to meet at least annually, and at such other times as the Board may reasonably decide, except that the Chair or any three Trustees may call a special meeting of the Board at any time by giving at least seven days' advance written notice (or such shorter notice as is agreed to by the remaining Trustees) of the time and place thereof to all other Trustees."

The foregoing amendment was adopted by the Board of Trustees on December 19, 2012.

BOARD OF TRUSTEES



Thomas M. Conway, Chairman

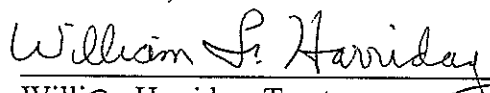


Lewis Dopson, Trustee

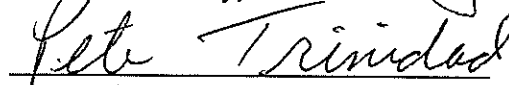
Art Kroll, Trustee



Ann Flener, Trustee



William Harriday, Trustee



Peter Trinidad, Trustee

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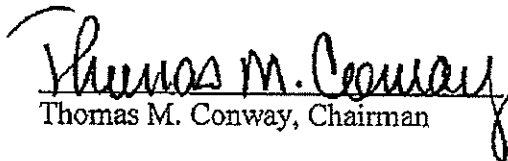
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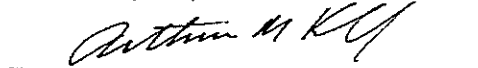
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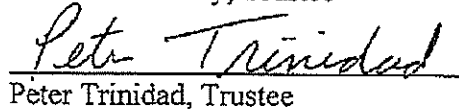

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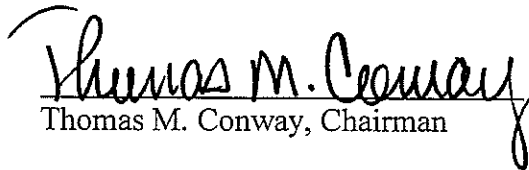
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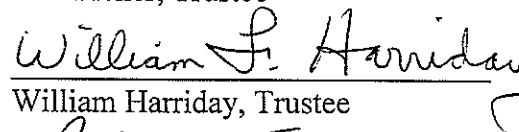
BOARD OF TRUSTEES

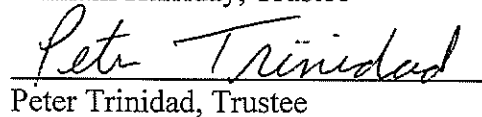

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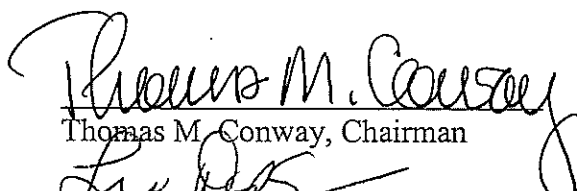
WHEREAS, the Board of Trustees wishes to amend the Trust Agreement to clarify that the Steelworkers Health and Welfare Retiree Plan is also funded from the Trust;

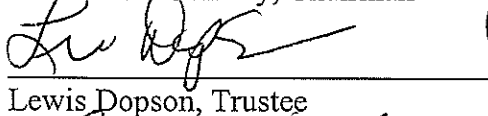
NOW, THEREFORE, BE IT RESOLVED, that Section 1.14 of the Trust Agreement is hereby amended to read as follows, effective as of January 1, 2011:

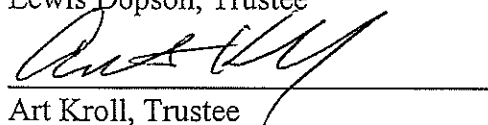
1.14 Plan. The Steelworkers Health and Welfare Plan, as it may be amended from time to time, which sets forth the written rules and regulations governing the payment of benefits to Employees, Dependents, and Beneficiaries under the Fund, and the Steelworkers Health and Welfare Retiree Plan, as it may be amended from time to time, which sets forth the written rules and regulations governing the payment of benefits to Former Employees, Dependents, and Beneficiaries under the Fund, and both of which shall be funded from the Trust.

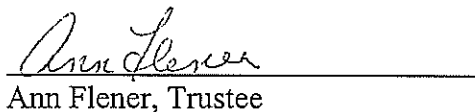
The foregoing amendment was adopted by the Board of Trustees on December 31, 2011.


BOARD OF TRUSTEES

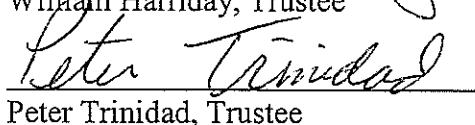

Thomas M. Conway, Chairman


Lewis Dopson, Trustee


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Ann Flener, Trustee


William Harriday, Trustee


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**STEELWORKERS HEALTH AND WELFARE FUND
AGREEMENT AND DECLARATION OF TRUST**

Amended and Restated Effective January 1, 2003

**STEELWORKERS HEALTH AND WELFARE FUND
AGREEMENT AND DECLARATION OF TRUST**

This Agreement and Declaration of Trust, amended and restated as of January 1, 2003, by and between Leon Lynch, Dennis Fleming, Ann Flener, William Harriday, Joseph Murphy, Raymond Jastrzab, and Thomas Pittman (collectively, the "Trustees").

W I T N E S S E T H

WHEREAS, the Steelworkers Health and Welfare Fund (the "Fund") was established by the Upholsters' International Union in 1944 to provide eligible employees and their dependents with death, dismemberment, accident, sickness, unemployment, and related insurance benefits and services; and

WHEREAS, to effectuate the aforesaid purposes, the assets of the Fund continuously have been held in trust and have been used exclusively for the purposes for which the Fund was established in accordance with the original provisions governing the Fund as amended and restated from time to time; and

WHEREAS, the Fund, having been established in 1944, is exempted from the restrictions contained in section 302(c)(5)(B) of the Labor Management Relations Act (the "LMRA") by the application of section 302(g) of the LMRA; and

WHEREAS, the Fund is maintained under this Agreement, which provides, at Section 8.1, that the Trustees may amend the Agreement at any time; and

WHEREAS, the Trustees now wish to amend and restate the Agreement;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration (receipt of which is hereby acknowledged), it is hereby mutually understood and agreed by the parties hereto as follows:

ARTICLE 1
DEFINITIONS

Whenever used in this Agreement, unless the context otherwise requires, the following words shall have the respective meanings set forth below:

1.1 **Administrator**. The Board or any person(s) authorized by the Board to administer the Fund. The Board shall be the “administrator” (as defined in ERISA section 3(16)(A)) of the Fund.

1.2 **Agreement**. This Agreement and Declaration of Trust, as amended from time to time, which establishes the funding vehicle for the Fund and sets forth the respective rights, obligations and responsibilities of the Administrator, the Board, and the Trustees.

1.3 **Beneficiary**. The person or entity, if any, entitled under the terms of the Plan to receive benefits under the Plan following the death of a Participant.

1.4 **Board**. The individuals from time to time acting collectively as the Board of Trustees under this Agreement, which also shall be the “named fiduciary” (as defined in ERISA section 402(a)(2), and the “administrator” (as defined in ERISA section 3(16)(A)) of the Fund, appointed to control and manage the operation and overall administration of the Plan and the Trust.

1.5 **Code**. The Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated pursuant thereto.

1.6 **Committee**. A committee duly appointed and authorized by the Board pursuant to this Agreement.

1.7 **Dependent**. A person entitled to benefits under the Plan as a “dependent” of an Employee, as defined in the Plan.

1.8 Employee. An individual who is, or at one time was, the common law employee of an Employer and who works or worked in a job classification covered by the applicable Participation Agreement.

1.9 Employer. An employer who has entered into a Participation Agreement (accepted by an authorized representative of the Fund) that requires the employer to make contributions to the Fund on behalf of its Employees..

1.10 ERISA. The Employee Retirement Income Security Act of 1974, as amended, and all rules and regulations promulgated pursuant thereto.

1.11 Fund. The Steelworkers Health and Welfare Fund, established in 1944 to provide Employees and their Dependents with death, dismemberment, accident, sickness, unemployment and related insurance benefits and services and herein continued.

1.12 Investment Manager. Any person or entity appointed by the Board to manage, acquire or dispose of any portion of the Trust Fund who is (1) an investment manager registered in good standing under the Investment Advisers Act of 1940; (2) a bank (as defined in said Act) located within the United States; or (3) an insurance company qualified under the laws of more than one state to manage, acquire or dispose of employee benefit plan assets.

1.13 Participation Agreement. An agreement entered into by an Employer and a union and accepted by an authorized representative of the Board pursuant to which the Employer and the union agree to participate in this Agreement and be bound by its terms.

1.14 Plan. The Steelworkers Health & Welfare Plan, as it may be amended from time to time, which sets forth the written rules and regulations governing the payment of benefits to Employees, Dependents, and Beneficiaries under the Fund, and which shall be funded from the Trust.

1.15 Trust or Trust Fund. All cash, securities and other property which at the time of reference has been deposited in the trust account established under this Agreement.

1.16 Trustee(s). The individuals appointed pursuant to Sections 3.1 or 3.6 of this Agreement who have accepted the Trust and consented to act as Trustees pursuant to Section 3.2 of this Agreement.

1.17 Union. The United Steelworkers of America, AFL-CIO CLC, or any successor thereto.

ARTICLE 2
CONTINUATION, PURPOSES AND OPERATION OF THE TRUST

2.1 Continuation of the Trust. Nothing in this Agreement shall limit the rights of the Fund as set out in the Trust Agreement in effect before January 1, 2003.

2.2 Purposes.

(a) The Trust was established and is hereby continued for the exclusive purpose of providing health and other welfare benefits to Employees and their Dependents and Beneficiaries under the Fund, and shall further provide the means for financing and maintaining the operation and administration of the Fund.

(b) It shall be impossible at any time prior to the satisfaction of all liabilities with respect to Employees and their Dependents and Beneficiaries under the Fund for any part of the Trust Fund, other than such part as is required to pay taxes, fees and expenses of the administration and operation of the Fund, to be used for purposes other than for the exclusive benefit of Employees or their Dependents or Beneficiaries; provided that, to the extent permitted by section 403(c)(2)(A)(ii) of ERISA, the Board may exercise its discretion to return mistaken contributions to the Fund within six months after the Board determines that the contribution was made by mistake.

2.3 Operation.

(a) The Trust shall be continued and operated in accordance with ERISA and Code sections 501(c)(9) and 419A. To the extent that anything in this Agreement is inconsistent with ERISA or the Code, this Agreement shall be deemed amended to implement the purposes of this Trust while continuing to comply with the requirements of the ERISA and the Code.

(b) The Trust shall also be continued and operated in a manner necessary to remain exempt from section 302(c)(5)(B) of the LMRA pursuant to the application of section 302(g) of the LMRA.

2.4 Participation by Contributing Employers. An Employer may participate in the Fund by executing a Participation Agreement, submitting the Participation Agreement to the Board for its acceptance of the participation of such Employer and Employees in the Fund, and receiving such acceptance by the Board or its authorized representative. The Fund shall not be obligated to provide benefits pursuant to a Participation Agreement unless and until the Board has accepted the participation or continued participation of the Employer under procedures adopted from time to time by the Board in its sole and absolute discretion.

2.5 Obligations of Contributing Employers. Upon the Board's acceptance of an Employer's participation in the Plan and Trust, the Employer shall be deemed to have agreed to all provisions of this Agreement and the Plan, including future amendments to the Agreement and the Plan, and shall be deemed to have agreed to be bound unconditionally to the Plan and Trust and to all of the decisions of the Board and its authorized representatives.

ARTICLE 3
TRUSTEES

3.1 Composition of Board. The Board of Trustees shall consist of seven Trustees, who shall be appointed by the Executive Board of the Union.

3.2 Acceptance of Trust and Trusteeship. The Trustees appointed hereunder accept the Trust continued by this Agreement and consent to act as Trustees thereof by assuming the responsibility for the operation and administration of the Trust.

3.3 Term of Office. Each Trustee shall continue to serve as such until his or her death, incapacity to serve hereunder, resignation or removal.

3.4 Resignation. A Trustee may resign, and shall be fully discharged from further duty or responsibility under this Agreement to the extent permitted by law, by giving at least thirty (30) days' advance written notice to the Board (or such shorter notice as the Board may accept as sufficient) stating a date when such resignation shall take effect. Such resignation shall take effect on the date specified in the notice or, if a successor Trustee has been appointed effective as of an earlier date, on such earlier date.

3.5 Removal. A Trustee may be removed at any time by the Executive Board of the Union.

3.6 Successor Trustees.

In the event that any Trustee dies, becomes incapable of acting hereunder, resigns, or is removed, the Executive Board of the Union shall designate a successor Trustee by written notice delivered to the Board. A copy of the written appointment of each successor Trustee shall be provided in writing to the Board as soon as practicable after the appointment, and each successor Trustee shall signify his or her acceptance of the trusteeship in writing.

ARTICLE 4
POWERS AND DUTIES OF TRUSTEES

4.1 Adoption, Amendment and Termination of the Plan. The Board shall have the power to adopt, amend, and terminate the Plan; which power it may exercise from time to time in its sole and absolute discretion.

4.2 Receipt of Payments. The Board (or such other person or entity acting on behalf of, and duly authorized by, the Board) is authorized to receive contributions made to the Fund in accordance with the terms of the Plan, and is vested with all rights, title, and interest in and to such contributions and earnings thereon. The Board agrees to receive all such contributions and to hold them in trust for the purposes of the Trust and the Plan.

4.3 Payment of Benefits. The Board shall pay out of the Trust, at the time and in the manner specified in the Plan, the benefits provided for in the Plan.

4.4 Investments. Notwithstanding any limitations imposed generally by any present or future state law concerning investment by trustees, the Board shall have the authority, in its sole and absolute discretion:

(a) To retain in its original form any and all property delivered or transferred to it, and from time to time to invest and reinvest all or any part of the Trust Fund in such bonds, debentures, promissory notes, common or preferred stocks, with or without par value, real estate, and other additional property that the Board shall deem proper;

(b) To invest in an undivided interest or undivided interests, in common with any other trust or trusts, however created, or any other individual or individuals, including investments in so-called "common funds" operated or created by any person, trust, or corporation. The records of the Board shall at all times show the Trust's interest in the corpus of and the income from each

such common investment or common fund, and the interest of each investor as to both corpus and income;

(c) To sell, exchange, assign, transfer or otherwise dispose of all or any of the Trust Fund at public or private sale, with authority to grant options for the purchase thereof;

(d) To acquire any real estate or estate in land by purchase or lease, or as a result of any foreclosure, liquidation, or other salvage of any investment previously made, or otherwise; to improve, develop, manage, administer, or operate any real estate that is part of the Trust Fund; to construct, alter, repair or reconstruct, wreck or remove buildings, structures or improvements on such real estate; to settle boundary lines and easements and other rights with respect to such real estate; and to partition and to join with co-owners and others in dealing with such real estate in any way;

(e) To vote, in person or by proxy, any stock or other properties having voting rights; to exercise any options, rights, or privileges pertaining to any portion of the Trust Fund; to participate in, support, or oppose any liquidation, merger, re-organization or consolidation affecting any portion of the Trust Fund, and in connection therewith take any action which an individual could take with respect to property owned outright by such individual;

(f) To retain any portion of the Trust Fund in cash or in property returning no income or slight income as long as the Board deems such action to be in the best interest of the Trust;

(g) To register any investment held in the Trust Fund in the name of the Board or the name of a nominee or nominees, but the books and records of the Board shall at times show that all such investments are part of the Trust Fund;

(h) To renew or extend, or participate in a renewal or extension of, any debt or mortgage upon such terms as may be deemed advisable by the Board, and to agree to a reduction in the rate

of interest thereon or to any other modification or change in the terms thereof or of any guarantee pertaining thereto; to waive or enforce any default whether in the performance of any guaranty; and to exercise or enforce all rights or remedies with respect to any debt, mortgage or guarantee;

(i) To apply for, purchase, receive, retain, administer, surrender, transfer or assign any life insurance, retirement income, endorsement or annuity policy or contract, and pay the premium and exercise the rights, privileges, options and benefits contained in any such contract; and

(j) To organize corporations, partnerships, and/or joint ventures under the laws of any jurisdiction to acquire and hold title to any part of the Trust Fund.

4.5 General Powers. In addition to any authority given to the Board by law and by the Plan, the Board shall have the following powers and duties without application to any court or authority therefor:

(a) To administer the Plan and Trust in accordance with the provisions of the Plan and this Agreement;

(b) To adopt rules and regulations necessary for the administration of the Plan and Trust, provided the rules are not inconsistent with the terms of the Plan and this Agreement;

(c) To prepare, execute, file and retain a copy of all reports required by law that the Board deems necessary or appropriate for the proper administration and operation of the Plan and Trust;

(d) To pay all real and personal property taxes, income taxes, and other taxes of any and all kinds levied or assessed under existing or future laws against the Trust or the Board in connection with the administration of the Trust;

(e) To open and maintain accounts in savings banks, commercial banks, and other banking institutions or depositories and to manage such accounts as the Board deems advisable;

(f) To compromise, submit to arbitration or settle any debt or obligation owing to or from the Trust; to enforce or abstain from enforcing any right, claim, debt or obligation; to bring or defend suits or legal proceedings to protect or enforce any interest in the Trust; and to represent the Trust in suits or legal proceedings in connection with any matter in any court or before any administrative agency;

(g) To take any actions, including the filing of requests for determinations, rulings and other forms of administrative guidance, with the United States Department of Labor, the Internal Revenue Service, or any other appropriate government entity;

(h) To lease or purchase such premises, materials, supplies and equipment, and retain such administrative, secretarial, clerical, and other assistance or employees as the Board or the Administrator may deem necessary or proper (subject to paragraph (i) below), and to pay their reasonable expenses and compensation and all other expenses attributable to the operation of the Plan out of the Trust;

(i) To hire, retain and compensate out of the Trust Fund an "Executive Director," and such professional and clerical staff as the Board deems necessary or appropriate for the administration of the Plan and the Trust, and such individuals may serve as an Administrator if designated as such and delegated administrative duties by the Board pursuant to Sections 6.1 and 4.6 of this Agreement; provided, however, that the Trustees may not directly or indirectly compensate the Union or any officer or employee of the Union, or any Employer or any employee of an Employer, for services provided by them to the Trust except under an

arrangement that, pursuant to section 408 of ERISA, is exempt from the prohibited transaction restrictions of sections 406 and 407 of ERISA;

(j) To retain and compensate out of the Trust Fund counsel (who may be counsel to the Union), investment advisers, accountants, actuaries, appraisers, contractors, consultants, property managers, insurance brokers and other persons or entities that the Board deems necessary or appropriate for the administration of the Plan and the Trust; provided, however, that the Trustees may not directly or indirectly compensate the Union or any officer or employee of the Union, or any Employer or any employee of an Employer, for services provided by them to the Trust except under an arrangement that, pursuant to section 408 of ERISA, is exempt from the prohibited transaction restrictions of sections 406 and 407 of ERISA;

(k) To appoint custodians or ancillary or subordinate trustees to hold title to or other indicia of ownership of Trust assets, and to define the scope and responsibilities of each such custodian or ancillary or subordinate trustees;

(l) To establish and implement a funding policy for the Fund, including the acquisition and retention of one or more insurance contracts, and create, accumulate and maintain as part of the Trust Fund such reserves as the Board determines to be prudent or desirable in connection with the sound and efficient administration of the Plan and the Trust;

(m) To make, execute and deliver all conveyances, waivers, releases or other instruments in writing that the Board deems necessary or desirable for the accomplishment of any of the foregoing powers;

(n) Generally, to perform all acts and make all such expenditures (whether or not expressly authorized herein) that the Board deems necessary and prudent for the protection of the Trust Fund and administering the affairs of the Plan and Trust.

4.6 Delegation and Allocation of Duties.

(a) The Board may engage an Administrator to conduct the day-to-day operations of the Plan and the Trust and may delegate such of its administrative duties to such Administrator as the Board deems advisable.

(b) The Board may delegate to other persons the duties involved in the operation and administration of the Plan and Trust under the direction of the Board (other than trustee duties, as defined in ERISA section 405(c)(3)) to the extent consistent with ERISA.

(c) The Trustees may enter into agreements among themselves allocating their responsibilities, obligations and duties with respect to the administration of the Plan and the management and control of the Trust among one or more Committees or individual Trustees; provided, however, that the remaining Trustees composing the Board shall not be liable for any loss resulting to the Trust resulting from the acts or omissions of those Trustees accepting the allocation of such specified fiduciary responsibilities as members of a Committee or individually (except as may otherwise be required by ERISA);

4.7 Compensation. The Trustees shall not receive any compensation from the Trust for the performance of their duties as Trustees, but, pursuant to procedures adopted by the Board from time to time in its sole and absolute discretion, may be reimbursed from the Trust Fund upon written request to the Administrator for all reasonable, actual and necessary expenses they incur in the performance of their duties as Trustees. All requests for reimbursement shall be accompanied by documentation verifying such expenses and shall be submitted no later than one year from the date on which the expense was incurred.

4.8 Board as Recordkeeper. Unless otherwise delegated to another person, the Board shall act as a master recordkeeper for the Plan and Trust, and its records shall constitute the

official records of the Plan and Trust for all purposes. The Board shall maintain true and accurate books of account and records of all its transactions, which shall be open to the inspection of each Trustee and the Union at the principal office of the Trust at all reasonable times, and which shall be examined at least annually by a certified public accountant selected by the Board.

4.9 Standard of Care. The Board shall discharge its duties under this Agreement with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and shall diversify all assets to avoid the risks of large losses (unless, under the circumstances, it is clearly prudent not to do so), consistent with ERISA and the Code.

4.10 Reliance on Written Instruments and Advice of Professionals.

(a) Each Trustee shall be fully protected in acting upon any instrument, certificate, or paper believed by the Trustee to be genuine and to be signed or presented by a duly authorized person or persons, and shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

(b) Each Trustee shall be entitled to rely conclusively upon, and shall be fully protected in any action he or she takes in good faith in relying upon, any opinions or reports furnished to the Trustee by any actuary, accountant, attorney, consultant or specialist appointed or designated by the Board in connection with the administration of the Plan and Trust.

4.11 Indemnification. Except as may otherwise be required by ERISA, the Code, or other applicable law:

(a) No Trustee shall be personally answerable for any liabilities or debts of the Trust incurred by him or her as a Trustee, but such debts and liabilities shall be paid out of the Trust Fund, except for liabilities or debts arising from the Trustee's own fraud or willful misconduct;

(b) No Trustee shall be personally liable for any error of judgment or for any Claim (as defined in paragraph (c) below) arising out of any act or omission by the Trustee or for any acts or omissions of any other Trustee, except for acts or omissions arising from the Trustee's own fraud or willful misconduct;

(c) The Trust shall protect, indemnify and hold harmless the Trustees and the Administrator (and their employees and other agents) from and against any and all liabilities, damages, penalties, expenses, costs and claims (collectively referred to as "Claims") incurred by any such person(s) as a result of any act, omission or conduct committed in good faith by such person(s) in connection with the performance of his or her powers, duties, responsibilities or obligations under the Plan, the Trust, this Agreement, ERISA, the Code or other applicable laws, except with respect to Claims arising from such person's own fraud, bad faith, or willful misconduct, or except as otherwise reimbursed by insurance.

4.12 Bonding. Any person required to be bonded under the provisions of ERISA, including the Trustees, Administrator, Investment Managers, custodians and any other employees, agents or other representatives of the Trust handling Trust assets or otherwise entrusted with any portion of the Trust Fund, shall be bonded under a fidelity bond issued by an insurance carrier in the amount required by ERISA section 412. The cost of premiums for such bonds shall be paid out of the Trust Fund.

4.13 Fiduciary Insurance. To the extent not precluded by ERISA, the Trust shall purchase and maintain a policy or policies of fiduciary liability (or errors or omissions) insurance

for the Trust, the Trustees, and, if the Trustees so decide, any other person to whom a fiduciary responsibility with respect to the Trust has been allocated or delegated to protect such persons against any and all Claims arising out of a fiduciary's breach of his or her fiduciary responsibility to the Trust (the proceeds of which may be used to satisfy the obligations of the Trust set forth in Section 4.11).

4.14 Discretionary Authority. Except as may otherwise be provided in this Agreement or in the Plan, the Plan and Trust shall be administered and operated exclusively by the Board (or, if duly authorized by the Board, the Administrator or any Committee), which shall have complete authority, in its sole and absolute discretion, to construe the terms of the Plan and this Agreement (and any related documents and underlying policies or regulations), including the authority to determine the eligibility for, and amount of, benefits due under the Plan to Employees and their Dependents and Beneficiaries. All such decisions shall be final and binding upon all parties affected thereby.

4.15 Execution of Documents. The Board may authorize any Trustee, or the Administrator, to execute any instruments in writing. Any such instrument so signed shall have the same force and effect as though signed by the Board. The Board may also authorize an employee or employees of the Fund to sign documents or checks upon such separate and specific bank account or bank accounts as the Board may designate and establish for such purpose.

4.16 Investment Manager.

(a) The Board may appoint one or more Investment Managers to exercise full investment management authority with respect to all or a portion of the Trust Fund and may authorize payment of the fees and expenses of such Investment Manager from the Trust Fund. Upon its appointment, each Investment Manager shall certify and acknowledge in writing to the Board

that it is a fiduciary with respect to the Plan and Trust, and that it has assumed the duties and responsibilities conferred upon it by the Board. The duties, responsibilities, and authority of any Investment Manager may be revoked or modified by the Board at any time by written notice to such Investment Manager.

(b) Any Investment Manager appointed by the Board shall, during the period of its appointment, possess fully and absolutely those powers, rights and duties of the Board (to the extent delegated by the Board and to the extent permissible under the terms of this Agreement) with respect to the investment or reinvestment of the portion of the Trust Fund over which such Investment Manager has investment authority.

(c) During the period of the Investment Manager's appointment, and with respect to those assets of the Trust Fund over which such Investment Manager has investment management authority, the Board's responsibility shall be limited to holding such assets as a custodian, providing accounting services, disbursing benefits as authorized and executing such investment instructions only as directed by such Investment Manager. The Board shall not be responsible for acts or omissions of such Investment Manager. Any instruments duly signed by such Investment Manager (or the authorized representative of such Investment Manager) purporting to evidence any instruction of such Investment Manager with respect to the investment of those Trust assets over which the Investment Manager has investment management authority shall be accepted by the Trustees as conclusive proof thereof. The Board shall be fully protected in acting in good faith upon any document believed by the Board to be genuine and to be by such Investment Manager (or authorized representative of such Investment Manager). The Trustees shall not be liable for any action taken or omitted by such Investment Manager or for any

mistakes of judgment or other actions made, taken or omitted by the Trustees in good faith upon direction of such Investment Manager.

ARTICLE 5
MEETINGS AND DECISIONS OF TRUSTEES

5.1 Officers. The Executive Board of the Union shall select one Trustee to serve as Chair effective as of the date of appointment and continuing until he or she dies, becomes incapacitated, resigns as Chair or is replaced as Chair with another Trustee by the Executive Board of the Union.

5.2 Calling of Meetings.

(a) The Board shall endeavor to meet at least quarterly, and at such other times as the Board may reasonably decide; except that the Chair or any three Trustees may call a special meeting of the Board at any time by giving at least seven days' advance written notice (or such shorter notice as is agreed to by the remaining Trustees) of the time and place thereof to all other Trustees.

(b) Participation by one or more Trustees at a meeting of the Board (or any Committee) by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time shall constitute presence at a meeting for purposes of this Article 5.

(c) One Trustee, or another individual so designated, shall maintain minutes of all Board and Committee meetings, but such minutes need not be verbatim. Copies of such minutes shall be provided to all Trustees and to such other parties as the Trustees may designate, and a copy shall be maintained pursuant to Section 4.8 of this Agreement.

5.3 Quorum. Four Trustees shall constitute a quorum for the purpose of transacting business at all Board meetings.

5.4 Vote of Trustees.

(a) All action of the Board shall be by majority vote of the quorum.

(b) The vote of any absent Trustee may be cast in accordance with a written proxy delivered to any other Trustee present at the meeting.

(c) In addition to decisions made at meetings, each Trustee may also be polled with respect to an issue by the Chair (or his or her designee) either in writing (including by e-mail) or by telephone without the necessity of having a meeting; provided, however, that any action to be taken with respect to such issue must be ratified at the next Board meeting.

(d) In the event that a deadlock occurs, the Chair shall decide the matter.

ARTICLE 6
ALLOCATION OF RESPONSIBILITIES

6.1 The Administrator. Where the Administrator is a person or persons other than the Board, the Administrator shall have the responsibility and authority to control the administration of the Plan and Trust, subject to the terms of this Agreement, the Plan, any written agreement between the Board and the Administrator, and any policies, procedures and other rules that may from time to time be established by the Board.

6.2 The Board. The Board shall have the authority and responsibility for the overall operation of the Plan and Trust and the investment of the Trust Fund (except to the extent that such responsibility has been delegated by the Board to an Investment Manager), including:

(a) Design of the Trust, including the right to amend, modify or terminate this Agreement at any time;

(b) Design of the Plan, including the right to amend, modify or terminate such Plan at any time;

(c) Qualification under applicable law of the Plan and the Trust;

(d) Designation of fiduciaries of the Trust and Plan; and

(e) Exercise of those fiduciary functions provided for in the Plan or this Agreement and of all other functions that the Board deems necessary and appropriate for the prudent operation and administration of the Plan or Trust, and the protection of the Trust Fund (except such functions as are delegated to an individual Trustee, a Committee, the Administrator, an Investment Manager, or to other fiduciaries of the Trust or the Plan).

ARTICLE 7
PAYMENTS TO THE FUND

7.1 Amount of Contributions. Subject to the provisions in Section 7.10 of this Agreement, the Employers shall contribute to the Fund the amount required by the Participation Agreement or written agreement accepted by the Board.

7.2 Duration of Contributions. All contributions shall be made effective as of the date specified in the Participation Agreement accepted by the Board. All Employer contributions shall continue to be paid as long as the Employer is so obligated pursuant to the Participation Agreement accepted by the Board.

7.3 Due Date for Contributions. Employer contributions are due no later than the 10th day of the month that the Plan benefits attributable to such contributions are provided. Employee contributions as permitted by the Board pursuant to Section 7.9 of this Agreement shall be due in accordance with procedures established by the Board from time to time in its sole and absolute discretion, but to the extent permitted by law, no later than the 10th day of the month that the Plan benefits attributable to such contributions are provided.

7.4 Default in Payment.

(a) If any Employer fails to make required contributions to the Fund when due, the Board may, in its sole and absolute discretion, terminate the participation of the Employer in the Plan and Fund and the provision of benefits to Employees of such terminated Employer. Nothing in this Section 7.4(a) or in any collective bargaining agreement shall affect the Board's right to enforce any and all other rights against such Employer for the collection of any delinquent Employer contributions to the Fund.

(b) A delinquent Employer shall be liable for all costs and expenses incurred in effectuating its contributions or other payments due to the Fund, including but not limited to:

- (1) arbitration expenses;
- (2) attorneys' fees;
- (3) court costs;
- (4) all reasonable costs and expenses attributable to any audit of the Employer's payroll, wage and related business records with respect to unpaid contributions; and
- (5) interest equal to the annual prime rate of interest quoted in The Wall Street Journal as of the date on which the Employer's contributions were due and payable to the Fund (or the next business day if that date is not a business day), plus five percent.

7.5 Enforcement Actions. In addition to any other remedies to which the Board may be entitled under any Participation Agreement or collective bargaining agreement, the Board may initiate whatever actions or proceedings may be proper in its sole and absolute discretion for the enforcement of an Employer's contribution obligations in accordance with the terms of this Agreement or any other rules or guidelines promulgated by the Board.

7.6 Payments Required by Court Award. In any action under this Article 7 in which a judgment is awarded by a court in favor of the Fund, the Plan, the Trust, or the Board, the Employer shall pay to such party, in accordance with the court's award, the following amounts:

- (a) all unpaid contributions due and payable; plus
- (b) interest on such unpaid contributions, computed in accordance with Section 7.4; plus

(c) an amount equal to the greater of (i) interest on the unpaid contributions (computed in accordance with Section 7.4) or (ii) 20 percent of the unpaid contributions; plus

(d) reasonable attorneys' fees, costs of the action, reasonable expenses attributable to any audit of the Employer's payroll, wage and related business records with respect to unpaid contributions, and any other related expenses; plus

(e) such other legal or equitable relief as the court deems appropriate.

7.7 No Waiver of Other Rights.

(a) The failure of any Employer to make contributions to the Trust when due shall not relieve any other Employer of its obligations to make contributions to the Fund.

(b) Nothing in this Article 7 shall be construed as a waiver of or limitation on the right of the Fund, the Plan, the Trust, or the Board to enforce an Employer's contribution obligation in any other type of proceeding, and the provisions of this Article 7 shall be without prejudice to the rights of the Union or of any union to enforce the provisions of any agreement to which it is a party.

7.8 Remittance Reports and Audits.

(a) The Employers shall make contributions to the Fund, together with remittance reports, in such form and manner as may be required by the Board. The Board (or its authorized representatives) may at any time make an audit of the payroll, wage, and related business records of any Employer with respect to the contributions and/or reports which it is obligated to make to the Fund. Each Employer shall make available to the Board (or its authorized representatives) all records deemed necessary by such persons to determine the accuracy and completeness of such contributions and reports.

(b) If the Board determines that the Employer has been delinquent in remitting contributions to the Fund, and the aggregate amount of such delinquency, plus all accrued interest thereon and the cost of the audit, exceeds 20% of the actual audited amount determined by the Fund's auditors to be due to the Fund, the Board may charge an Employer with all reasonable costs and expenses attributable to the audit.

(c) To effectuate the Fund's ability to provide continuation coverage to Employees, Dependents, and Beneficiaries in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Employer shall report timely all information necessary for the Fund to comply with COBRA, including, without limitation, all "Qualifying Events," within the meaning of section 603 of ERISA and section 2.04(b)(4) of the Plan (or any successors thereto), to the Board or the Administrator as required under procedures adopted from time to time by the Board in its sole and absolute discretion. The Employer shall hold the Fund, the Board, and the Administrator harmless for any liability (including costs) incurred as a result of the Employer's failure to furnish to the Board or the Administrator timely and accurate reports or otherwise to adhere to the procedures promulgated in accordance with this Section 7.8(c).

7.9 Employee Contributions. Employee Contributions shall be permitted only with the advance approval of the Board pursuant to standards it develops from time to time in its sole and absolute discretion to safeguard the integrity of the Fund and to assure that the Fund remains in compliance with all applicable laws.

7.10 Increased Contributions Resulting from Changes in Law: If during the term of any Participation Agreement, or any renewal or amendment thereof, as a result of a newly enacted statute or newly promulgated regulation an Employer is required to provide its

Employees health or other welfare benefits that are not provided by the Plan in effect on the effective date of such Participation Agreement, the Board, in its sole and absolute discretion may adjust the contribution rates provided in that Participation Agreement to recover the costs attributable to the additional benefit requirements. Any increase in contribution rates imposed pursuant to this Section 7.10 shall not take effect until the first day of the month next following the expiration of the 30 day period after notice of the increase was furnished to the Employer and the union.

ARTICLE 8
AMENDMENT; TERMINATION; AND TRANSFER OF ASSETS

8.1 Amendment. This Agreement or the Plan may be amended by the Board at any time and in any manner; provided that no amendment shall be made that shall divert the Trust Fund to any purpose other than that of providing welfare benefits or result in the return or diversion of any part of the Trust Fund to the Union or any Employer. Any amendment adopted under this Section 8.1 of the Agreement shall be in writing.

8.2 Termination.

(a) The Trust and the Plan may be terminated by the Board at any time.

(b) In the event of the termination of the Trust, the Board shall apply the assets of the Trust to pay for all of the Trust's obligations and apply any remaining surplus in a manner consistent with this Agreement, the Plan, ERISA, the Code and any other applicable law; provided, however, that in no circumstances shall any portion of the corpus or income of the Trust Fund revert or accrue to the benefit of any Employer or the Union.

(c) Upon termination of the Trust, the Board shall immediately notify the Union and each Employer, the Administrator, Investment Managers, and other service providers and necessary parties, and the Trustees shall continue to act as Trustees for the purpose of winding up the affairs of the Trust. The Board may take any action with regard to insurance policies or group contracts that may be required by the insurance carrier and that the Trustees, in their discretion, deem appropriate.

8.3 Transfer of Assets. The Board may issue instructions from time to time directing that all or a portion of the Trust Fund shall be transferred to another trust established and maintained for the custody or investment of assets of the Trust.

ARTICLE 9
ACCOUNTS OF THE BOARD

9.1 Board to Maintain Trust Accounts. Unless otherwise delegated to the Administrator or another entity or person, the Board shall:

(a) Act as a master recordkeeper for the Fund, and its records shall constitute the official records of the Plan and Trust for all purposes;

(b) Maintain true, accurate and detailed books of account and records of all its transactions, which shall be examined at least annually by a certified public accountant selected by the Board; and

(c) Maintain such information as will enable the Board to determine the fair market value of all assets of the Trust.

9.2 Board to Submit Information. The Board shall submit to the auditors for the Trust Fund and to the actuaries for the Plan such valuations, reports and other information as they may reasonably request.

9.3 Annual Financial Report. Upon the request of any Employer or the Union, the Board shall furnish such requesting Employer or Union with a copy of the annual report of a financial audit of the Fund, as performed by an independent certified public accountant.

9.4 Valuation. All Trust assets on any business day shall be valued at fair market value, computed in accordance with such commercially acceptable valuation method or methods determined by the Board, with prudence and in good faith, to reflect their current fair market value.

ARTICLE 10
MISCELLANEOUS

10.1 Choice of Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts made and to be performed within the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions), to the extent that such laws are not pre-empted by ERISA or any other applicable laws of the United States.

10.2 Titles and Plurals. Titles, headings, and subheadings for sections and paragraphs are inserted for the convenience of reference only, and this Agreement shall not be construed by reference to them. Wherever required by context, the singular of any word used in this Agreement shall include the plural and the plural may be read in the singular.

10.3 Service of Process. The Trustees are hereby designated as agents for service of legal process on the Fund, the Trust or the Plan.

10.4 Definitions. All words and phrases defined in the Plan shall have the same meaning in this Agreement, except as otherwise expressly provided herein.

10.5 Notices. Unless otherwise specified in this Agreement, all notices contemplated by this Agreement shall be deemed duly given when delivered in writing to the Board or when deposited by first-class mail addressed as follows:

Board of Trustees
Steelworkers Health and Welfare Fund
Five Gateway Center
Pittsburgh, PA 15222

Any notice or other communication shall be deemed to have been given to, or received by, the Board as of the date on which it is personally delivered or sent by facsimile or, if mailed, on the third business day after the date of the postmark applied by the United States Postal Service.

10.6 Severability. If any provision of this Agreement (or any amendment hereto) is held contrary to any provision of law, or shall for any reason be invalid, then such provision shall be enforced only to the extent not contrary to law or invalid; shall be deemed severable from the remaining provisions of this Agreement; and shall in no way affect the validity or enforceability of the other provisions of this Agreement or the rights of the parties hereto.

10.7 Entire Agreement. This Agreement sets forth the entire agreement of the parties to this Agreement with respect to the subject matter of this Agreement, is intended to be the complete and exclusive statement of the terms hereof, and may not be modified or amended except pursuant to Section 8.1 or 8.2 of this Agreement.

10.8 Construction. No provision of this Agreement shall be construed so as to violate the requirements of ERISA, the Code, or other applicable law.

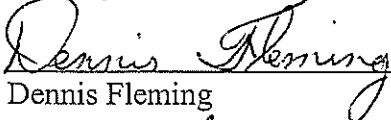
10.9 No Assignment of Benefits. Except with respect to qualified medical child support orders, as defined in ERISA section 609(a)(2)(B), or as may otherwise be provided in ERISA or the Code, no benefit payable under the Fund shall be subject to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind until paid to the Employee, Dependent or Beneficiary. To the extent permitted by law, direct payments to service providers on behalf of an Employee, Dependent, or Beneficiary shall not be treated as assignments prohibited by this Section 10.9 of this Agreement.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall be considered the same instrument. The signature of a party on any counterpart shall be sufficient evidence of the party's execution thereof.

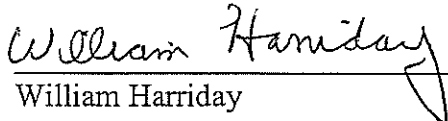
IN WITNESS WHEREOF, the undersigned do hereby cause this instrument to be executed effective as of January 1, 2003.

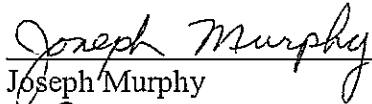
BOARD OF TRUSTEES


Leon Lynch, Chair



Dennis Fleming


Ann Flener


William Harriday



Joseph Murphy

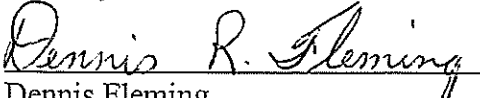

Raymond Jastrzab


Thomas Pittman

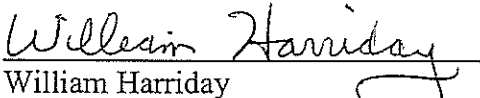
IN WITNESS WHEREOF, the undersigned do hereby cause this instrument to be executed effective as of January 1, 2003.

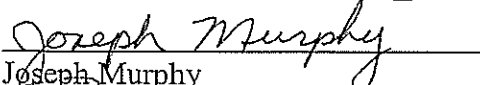
BOARD OF TRUSTEES

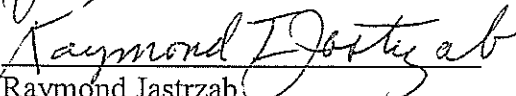

Leon Lynch, Chair

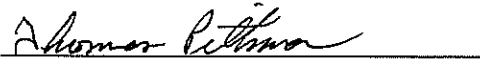

Dennis Fleming


Ann Flener


William Harriday


Joseph Murphy


Raymond Jastrzab


Thomas Pittman

AMENDMENT TO THE STEELWORKERS HEALTH AND WELFARE FUND AGREEMENT AND DECLARATION OF TRUST

WHEREAS, Article 8.1 of the Steelworkers Health and Welfare Fund Agreement and Declaration of Trust ("Trust Agreement"), as amended and restated effective January 1, 2003, provides that the Trust Agreement may be amended by the Board of Trustees at any time and in any manner; and

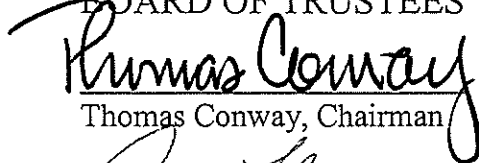
WHEREAS, the Board of Trustees wishes to amend the Trust Agreement to clarify that it will not amend the Trust Agreement to alter contribution obligations (including the duration thereof) that may be set forth in a Participation Agreement;

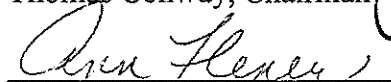
NOW, THEREFORE, BE IT RESOLVED, that the first sentence of Section 8.1 of the Trust Agreement is hereby amended to read as follows, effective as of January 1, 2003:

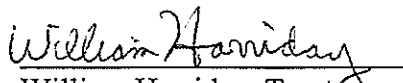
8.1 Amendment. This Agreement or the Plan may be amended by the Board at any time and in any manner; provided that no amendment ~~shall~~ may be made that shall divert the Trust Fund to any purpose other than that of providing welfare benefits or result in the return or diversion of any part of the Trust Fund to the Union or any Employer; and further provided that no amendment may be made that shall modify the provisions of the Participation Agreement concerning the amount of Employer contributions or the duration of the period for which contributions are due except as may be required by law.

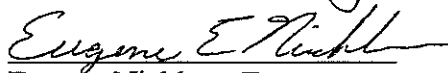
The foregoing amendment was adopted by the Board of Trustees on March 30, 2007.


BOARD OF TRUSTEES


Thomas Conway, Chairman

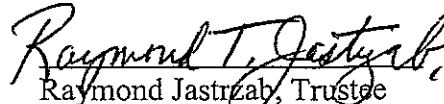

Ann Flener, Trustee


William Harriday, Trustee


Eugene Nicklow, Trustee


Dennis Fleming, Trustee


Art Kroll, Trustee


Raymond Jastrzab, Trustee

**AMENDMENT ONE TO THE
STEELWORKERS HEALTH AND WELFARE PLAN
AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2003**

WHEREAS, Section 8.01 of the Steelworkers Health and Welfare Plan, amended and restated effective January 1, 2003 (the "Plan") provides that the Plan may be amended at any time by the Board of Trustees; and

WHEREAS, the Board of Trustees wishes to amend the Plan to clarify the scope of its review of a decision by the Board's third-party designee to reject an appeal made under Section 7.05 or 7.11 of the Plan;

NOW, THEREFORE, BE IT RESOLVED that Section 7.14 of the Plan is hereby amended to read as follows, effective with respect to claims denied under Section 7.05 or 7.11 of the Plan on or after July 13, 2007:

7.14 Request for Review by the Board of Trustees

- (a) This Section 7.14 provides for a request for review by the Board (or a Committee thereof) of a decision by the Board's third-party designee to reject an appeal made under Section 7.05 or 7.11.
- (b) A Claimant may request review of an adverse decision by filing a written request with the Board within 120 days of receipt of notification of a denial of an appeal. The following procedures will apply to the request:
 - (i) In support of the request for review, the Claimant may submit written comments, documents, records and other information relating to the claim.
 - (ii) The scope of the Board's review will be limited to a determination whether the decision to reject the appeal was based on a reasonable interpretation of the Plan. The Board shall be under no duty to conduct an independent medical review of the decision to reject the appeal or to take into account any materials or information other than materials and information submitted by the Claimant relating to the claim or considered in connection with the initial claim or appeal.

- (c) If a Claimant files a request for review, any statute of limitations or defense with respect to the claim based on timeliness is tolled during the time that such request is pending.
- (d) The Plan will provide to the Claimant, upon request, sufficient information relating to his or her request for review to enable the Claimant to make an informed judgment about whether to make a request for review, including a statement that the decision of a Claimant as to whether or not to submit a benefit dispute to the voluntary level of appeal will have no effect on the Claimant's rights to any other benefits under the Plan and information about the applicable rules, the right of a Participant or Dependent to have the request for review brought by an authorized representative as described in Section 7.01, and the conditions, if any, that could impair the impartiality of the Board with respect to the request for review.
- (e) No fee or cost will be imposed on the Claimant with respect to his or her request for review under this Section 7.14.
- (f) The Board will not treat a Claimant's failure to file a request for review under this Section 7.14 as a failure to exhaust his or her administrative remedies under the Plan with respect to the claim.

The foregoing amendment was adopted by the Board of Trustees on July 13, 2007.

By: Thomas F. Duzak
Thomas Duzak, Executive Director

Dated: July 13, 2007

AMENDMENT TO THE STEELWORKERS HEALTH AND WELFARE FUND AGREEMENT AND DECLARATION OF TRUST

WHEREAS, Article 8.1 of the Steelworkers Health and Welfare Fund Agreement and Declaration of Trust ("Trust Agreement"), as amended and restated effective January 1, 2003, provides that the Trust Agreement may be amended by the Board of Trustees at any time and in any manner; and

WHEREAS, the Board of Trustees wishes to amend the Trust Agreement to clarify that it will not amend the Trust Agreement to alter contribution obligations (including the duration thereof) that may be set forth in a Participation Agreement;

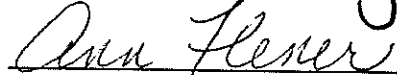
NOW, THEREFORE, BE IT RESOLVED, that the first sentence of Section 8.1 of the Trust Agreement is hereby amended to read as follows, effective as of January 1, 2003:

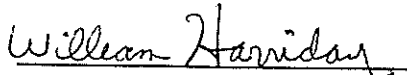
- 8.1 Amendment. This Agreement or the Plan may be amended by the Board at any time and in any manner; provided that no amendment shall may be made that shall divert the Trust Fund to any purpose other than that of providing welfare benefits or result in the return or diversion of any part of the Trust Fund to the Union or any Employer; and further provided that no amendment may be made that shall modify the provisions of the Participation Agreement concerning the amount of Employer contributions or the duration of the period for which contributions are due except as may be required by law.

The foregoing amendment was adopted by the Board of Trustees on March 30, 2007.


BOARD OF TRUSTEES


Thomas Conway, Chairman



Ann Flener, Trustee


William Harriday, Trustee


Eugene Nicklow, Trustee


Dennis Fleming, Trustee


Art Kroll, Trustee


Raymond Jastrab, Trustee