

AGC HEALTH BENEFIT TRUST FUND

TRUST AGREEMENT

Amended and Restated

Effective August 1, 2001

SIGNATURE COPY

TABLE OF CONTENTS

Page

ARTICLE 1 DEFINITIONS..... 2

 1.1 Agreement..... 2

 1.2 Code..... 2

 1.3 Contributions 2

 1.4 Employee..... 2

 1.5 Employer..... 2

 1.6 ERISA 2

 1.7 Fund 2

 1.8 Trust Agreement..... 2

 1.9 Trustee..... 2

 1.10 Trustees or Board of Trustees 2

 1.11 Plan..... 3

 1.12 Trustor 3

 1.13 Plan Year 3

ARTICLE 2 PURPOSE AND APPLICATION OF THE FUND..... 3

 2.1 Trust Fund..... 3

 2.2 Plan Benefits..... 3

 2.3 Fund Office..... 3

 2.4 Benefit Rights 3

 2.5 Nonassignment 4

 2.6 Liabilities For Contributions 4

 2.7 Fund Liabilities 4

 2.8 Payment of Contributions 4

 2.9 Timing of Contributions and Liquidated Damages..... 4

 2.10 Effect of Failure to Contribute 4

 2.11 Exclusive Benefit..... 5

 2.12 Withdrawal of Employer..... 5

ARTICLE 3 BOARD OF TRUSTEES 5

 3.1 Number 5

 3.2 Chair..... 5

 3.3 Term..... 6

 3.4 Resignation 6

 3.5 Removal 6

 3.6 Appointment of Successor Trustee..... 6

 3.7 Power To Continue To Act..... 6

ARTICLE 4 FUNCTIONS AND POWERS OF THE BOARD OF TRUSTEES..... 6

 4.1 Contract Rights 6

| | | |
|--|---|-----------|
| 4.2 | Discretionary Authority and Construction of Documents | 6 |
| 4.3 | Administration | 6 |
| 4.4 | Deposit of Contributions | 7 |
| 4.5 | Collection of Contributions | 7 |
| 4.6 | Entering Into Contracts | 7 |
| 4.7 | Specific Nonexclusive Powers | 7 |
| 4.8 | Rules and Regulations | 11 |
| 4.9 | Bonding and Insurance | 11 |
| 4.10 | Authority To Make Payments..... | 11 |
| 4.11 | Maintenance of Records | 11 |
| 4.12 | Annual Audit and Reports | 11 |
| 4.13 | Coordination of Administration With Other Trusts..... | 12 |
| 4.14 | Purchase of Insurance With Other Trusts | 12 |
| ARTICLE 5 PROCEDURE OF BOARD OF TRUSTEES | | 12 |
| 5.1 | Time of Meetings..... | 12 |
| 5.2 | Minutes..... | 12 |
| 5.3 | Quorum..... | 12 |
| 5.4 | Place of Meeting | 12 |
| 5.5 | Method of Acting..... | 13 |
| 5.6 | Committees..... | 13 |
| 5.7 | Ministerial and ERISA Powers..... | 13 |
| ARTICLE 6 GENERAL PROVISIONS APPLICABLE TO TRUSTEES | | 13 |
| 6.1 | Reliance by Third Parties..... | 13 |
| 6.2 | Limitation of Duties..... | 13 |
| 6.3 | Limitation of Liability and Indemnification | 14 |
| 6.4 | Limitation of Employer Responsibility..... | 14 |
| 6.5 | Trustee Compensation and Expenses | 14 |
| 6.6 | Trustee Return of Trust Records | 14 |
| 6.7 | Nondiscrimination | 14 |
| 6.8 | Use of Fund Name..... | 15 |
| ARTICLE 7 GENERAL PROVISIONS..... | | 15 |
| 7.1 | Plan Documents..... | 15 |
| 7.2 | Benefit Claims | 15 |
| 7.3 | Manner of Giving Notice..... | 15 |
| 7.4 | Effect of Trust Agreement..... | 15 |
| 7.5 | Counterparts | 15 |
| 7.6 | Applicable Law | 16 |
| 7.7 | Invalidity..... | 16 |
| 7.8 | Access To Records..... | 16 |
| 7.9 | Deductibility and Tax Exempt Status..... | 16 |
| 7.10 | Joinder of Parties..... | 16 |
| 7.11 | Nondiscriminatory Administration..... | 17 |

| | |
|--|-----------|
| ARTICLE 8 AMENDMENT AND TERMINATION | 17 |
| 8.1 Amendment | 17 |
| 8.2 Term | 17 |
| 8.3 Termination | 17 |
| 8.4 Limitation On Trust Duration | 17 |
| 8.5 Use of Assets On Termination | 17 |
| 8.6 Nondiversion of Assets | 17 |

AGC HEALTH BENEFIT

TRUST AGREEMENT

This amended and restated Trust Agreement is made and entered into as of August 1, 2001, by and between Oregon-Columbia Chapter, The Associated General Contractors of America, Inc. ("Trustor"), for itself and on behalf of its employer members, who make required contributions to the AGC Health Benefit Trust ("Trust") pursuant to proper enrollment, and the undersigned individuals ("Trustees").

WHEREAS Trustor first established the Trust effective January 1, 1971, to provide health benefits for eligible employees of employers who are qualified and elect to make contributions to the Trust; and

WHEREAS the purpose of the Trust was and is to provide for the funding of health benefits from the contributions of such employers, their employees and any persons eligible to make self-payments under applicable law and the maintenance and administration of the Trust Fund, and

WHEREAS the Trust was amended effective December 20, 1978, and amended and restated in its entirety effective as of January 1, 1986, and

WHEREAS Trustor intends that the Trust hereby continued when taken together with the Plan of benefits established by Trustees, hereinafter referred to as the "Plan," shall constitute both a "voluntary employees' beneficiary association" described, in Section 501(c)(9) of the Internal Revenue Code of 1986, as amended or successor Codes thereto, and an "employee welfare benefit plan," as defined in § 3(1) of the Employee Retirement Income Security Act of 1974, as amended, and

WHEREAS Trustor desires to restate and to further amend the Trust in its entirety.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, it is hereby agreed by Trustor and Trustees that all required and permitted contributions to the Trust Fund which are received by the Trustees and all other money and property received and accepted by the Trustees for the account of said Trust Fund or this Trust shall constitute the Trust estate, as follows:

ARTICLE 1

DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions shall govern in this Trust Agreement:

1.1 Agreement.

a. Any written participation agreement between the Trust and any Employer in the construction or closely related industry that is a member in good standing with the Trustor and provides for the making of Contributions to the Fund.

b. Any extensions, amendments, modifications, supplements or renewals of any of the above-described agreements, or any substitute or successor agreements to them, which provide for the making of Contributions to this Fund.

1.2 Code. The Internal Revenue Code of 1986, as amended, and successor Codes thereto.

1.3 Contributions. The payments made or to be made to the Fund or as directed by the Trustees by any Employer, Employee, former Employee, dependent or former dependent thereof under the provisions of the Agreement.

1.4 Employee. Active and former employees of an Employer, and individual proprietors and partners in Employers that are constituted as proprietorships and partnerships, if such employees, proprietors and partners satisfy the eligibility requirements specified in the Employer's Agreement and in the Plan.

1.5 Employer. Trustor and any other employer that is a member of Trustor (including an affiliate member) and has been approved by Trustor for participation in the Fund.

1.6 ERISA. The Employee Retirement Income Security Act of 1974, as amended.

1.7 Fund. Trust Fund created and established by the Trust Agreement known as the AGC Health Benefit Trust Fund.

1.8 Trust Agreement. This Agreement and any modification, amendment, extension, supplement, renewal, or restatement thereof.

1.9 Trustee. Any natural person designated as a Trustee pursuant to Article III hereof.

1.10 Trustees or Board of Trustees. The Board of Trustees established by this Trust Agreement.

1.11 **Plan.** The plan of group life and group accident and health benefits established by the Trustees. The plan may be provided in a plan document, an insurance contract, a benefit booklet, or any other document, or a combination of any such documents.

1.12 **Trustor.** Oregon-Columbia Chapter, Associated General Contractors of America, Inc.

1.13 **Plan Year.** The annual period commencing on April 1 and ending on March 31.

ARTICLE 2

PURPOSE AND APPLICATION OF THE FUND

2.1 **Trust Fund.** There is hereby created the AGC Health Benefit Trust Fund which shall consist of all Contributions made for the establishment and maintenance of the Plan, investments made and held by the Trustees, including any insurance contracts, and all interest, income, dividends, surpluses, rebates and other returns thereon of any kind whatsoever, and any other property received or held by the Trustees pursuant to this Trust Agreement. The Fund shall be held and managed by the Trustees for the exclusive purpose of providing the following benefits and defraying reasonable expenses of administering the Plan.

2.2 **Plan Benefits.** This Fund is created for the purpose of providing and maintaining through self-funding or through policies issued by duly licensed insurance carriers or hospital-medical service organizations, group life and group accident and health benefits including group hospitalization, medical and surgical benefits, dental, vision care, and income protection for losses resulting from illness or disability or any related benefits which can be included in a voluntary employees' beneficiary association as may be determined by the Trustees for the benefit of the Employees, and beneficiaries, and, if so determined by the Trustees, in whole or in part, group benefits for hospitalization, surgical and medical care for the dependents (i.e., spouse and children) of such Employees as defined by the Trustees. The Trustees may establish minimum participation requirements, minimum Employer Contribution requirements, waiting periods and such other provisions concerning eligibility of Employees as the Trustees may deem appropriate.

2.3 **Fund Office.** The Fund shall have its principal office at a location fixed by the Trustees from time to time.

2.4 **Benefit Rights.** No Employee, dependent, or beneficiary shall be entitled to receive any part of the Contributions made or required to be made to the Fund in lieu of the benefits provided by the Plan. All rights of any Employee, dependent or beneficiary shall be limited to the benefits provided by the Plan as fixed and determined by the Trustees.

2.5 Nonassignment. No Employer, Employee, dependent, beneficiary under the Plan, nor any other person shall have any right, title or interest in or to the Fund other than as specifically provided in this Trust Agreement or in the Plan. Neither the Fund nor any Contribution to the Fund shall be in any manner liable for or subject to the debts, contracts, or liabilities of any Employer, Employee, dependent or beneficiary. No part of the Fund nor any benefits payable in accordance with the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge by any person. The Board of Trustees may establish or approve a procedure whereby an Employee, or dependent may direct that benefits due him for medical or hospital services rendered or to be rendered shall be paid to a health care facility providing medical services or to a physician, surgeon, or other health care professional treating him.

2.6 Liabilities For Contributions. No officer, agent, Employee, nor committee member of an Employer shall be liable to make Contributions to the Fund or be under any other liability to the Fund or with respect to the Plan, except as an Employer required to make payments to the Fund with respect to the Employer's operations. The liability of any Employer to the Fund, or with respect to the Plan, shall be limited to the Contributions required by the Agreement.

2.7 Fund Liabilities. No Employer nor any Employee shall be liable or responsible for any debts, liabilities, or obligations of the Fund or the Trustees.

2.8 Payment of Contributions. Contributions to the Fund shall be payable at the Fund office or as otherwise directed by the Trustees, in regular monthly installments and continuing from month to month thereafter subject to the provisions of the Agreement. Each monthly Contribution shall be accompanied with a report in a form prescribed by the Board of Trustees.

2.9 Timing of Contributions and Liquidated Damages. Contributions to the Fund for each month shall be made promptly by the date fixed by the Trustees and communicated to the Employers and if not then paid in full, shall be delinquent. To the extent Plan benefits are insured, Contributions to the Fund shall in any event be due by the date the premium is due under the insurance contract. The Trustees shall have authority to establish an amount as liquidated damages for an Employer's failure to pay Contributions by the date due.

2.10 Effect of Failure to Contribute. In case of a failure of an Employer to make required Contributions to this Trust Fund in a timely manner, all insurance coverages in force for said Employer and its Employees, dependents, beneficiaries, and former Employees, dependents, and beneficiaries receiving COBRA continuation coverage, will be cancelled immediately upon expiration of the period of coverage for which the last required Contributions were received by the Trust. Retroactive payment of Contributions by a delinquent Employer will not be permitted except upon good cause shown, as determined in the sole discretion of the Trustees, and the Trustees may require reenrollment with proof of insurability. The Trustees may also take necessary legal action to collect any withheld Contributions as well as costs of such action and any damages to the Fund or Plan caused by

such failure to make said Contributions. Failure to make timely Contributions shall be a material breach of the Agreement by the Employer and, in such event, the Trustees may:

- a. terminate the Agreement on written notice to the Employer (unless the Agreement has otherwise terminated pursuant to its terms),
- b. bring an action against the Employer at law or in equity to enforce the payment of Contributions and to collect the unpaid Contributions and liquidated damages as provided herein, or
- c. may use other economic action to either compel the performance of this Trust Agreement as well as the Agreement or to otherwise require the Employer to make any and all payments due or to become due under the terms of this Trust Agreement.

2.11 Exclusive Benefit. The Fund shall be administered by the Board of Trustees for the exclusive benefit of Employees, dependents and beneficiaries pursuant to the provisions of the Plan (including Employees, former Employees, former dependents, and beneficiaries receiving COBRA continuation coverage). Notwithstanding anything to the contrary contained in this Trust Agreement, no portion of the Fund shall at any time revert to or be recoverable by any Employer or be used for or diverted to purposes other than for the exclusive benefit of Employees, dependents or beneficiaries under the Plan, the payment of the administrative expenses of the Fund and the Plan, and the refund of erroneous payments.

2.12 Withdrawal of Employer. Upon withdrawal of an Employer from participation in the Trust, the Employer shall have no right to receive any part of the reserves or other assets of the Fund, nor to have them applied for the benefit of the Employees of the Employer, except as may be provided under policies established by the Trustees from time to time.

ARTICLE 3

BOARD OF TRUSTEES

3.1 Number. The Fund shall be administered by a Board of Trustees, which shall consist of five Trustees, or such lesser or greater number, appointed by and serving at the pleasure of Trustor. The Trustees so appointed shall sign this Trust Agreement, or a document incorporating it by reference, and such signatures shall constitute their acceptance of office and agreement to act under and be subject to all the terms and conditions of this Trust Agreement.

3.2 Chair. From among their numbers, the Board of Trustees shall select a Chair, to serve for such period as the Board of Trustees shall determine.

3.3 **Term.** Each Trustee shall serve until termination of their appointment, resignation, or death.

3.4 **Resignation.** A Trustee may resign at any time by giving 30-day advance written notice of such resignation to the principal office of the Trust.

3.5 **Removal.** The appointment of any Trustee may be terminated at any time, for any reason, by Trustor by written notice given to the Trustee. Removal of a Trustee shall take effect immediately or as of a later date stated in the notice.

3.6 **Appointment of Successor Trustee.** If any Trustee's appointment is terminated or the Trustee resigns, or dies, a successor Trustee shall be appointed forthwith by an instrument in writing signed by Trustor unless Trustor decides to reduce the number of Trustees. Written notice of the appointment of successor Trustees shall be given to the principal office of the Trust. Any successor Trustee so appointed shall sign a form of acceptance of office and agreement to act under and be subject to all the terms and conditions of the Trust Agreement.

3.7 **Power To Continue To Act.** The powers of the remaining Trustees to act as herein provided shall not be impaired or limited in any way pending the designation of a successor Trustee to fill any vacancy.

ARTICLE 4

FUNCTIONS AND POWERS OF THE BOARD OF TRUSTEES

4.1 **Contract Rights.** The Board of Trustees may exercise all rights or privileges granted to the policy or contract holder by provisions of each policy or service contract or those allowed by the insurance carrier of such policy or hospital-medical service organization. They may agree with such insurance carrier or service organization to any alteration, modification, or amendment of such policy or contract and may take any action respecting such policy or contract or the insurance provided thereunder which may be necessary or advisable, and such insurance carrier or service organization shall not be required to inquire into the authority of the Trustees with regard to any dealings in connection with such policy or contract.

4.2 **Discretionary Authority and Construction of Documents.** The Board of Trustees shall have the power in its sole discretion to construe the provisions of this Trust Agreement and the Plan, to make findings of fact, and to apply the provisions of this Trust Agreement and the Plan to specific fact situations, and any such construction, findings, and application of provisions adopted by it in good faith shall be binding upon any and all parties affected thereby.

4.3 **Administration.** The Board of Trustees shall have the power to administer the Fund and to administer and maintain the Plan in effect. The Board of Trustees

shall be the Plan Administrator under ERISA. The Trustees may enter into a contract with a claims' administrator for the performance of administrative services required under the Plan or this Trust.

4.4 Deposit of Contributions. The Board of Trustees shall collect and receive all Contributions to the Fund. The Trustees can provide for the payment of all or a portion of the Contributions directly to any insurance company or its agent providing Plan benefits. The Trustees shall promptly deposit Contributions received by them in a special Trust Fund account or accounts with a financial institution in the name of the Fund.

4.5 Collection of Contributions. The Board of Trustees shall have the power to demand and enforce the prompt payment of Contributions to the Fund, and the payment of reimbursement for expenses and damages due to delinquencies. If any Employer defaults in the making of such payments, and if the Board consults legal counsel with respect thereto or files any suit or claim with respect thereto, there shall be added to the obligation of the Employer who is in default reasonable attorney fees, court costs, and all other reasonable expenses incurred by the Board in connection with such suit or claim, including any and all appellate proceedings therein.

4.6 Entering Into Contracts. The Board of Trustees shall promptly use the monies available in the Fund to provide the benefits specified in the Plan. The Board shall have the power to enter into contracts and procure insurance policies necessary to place into effect and maintain the Plan, to terminate, modify, or renew any such contracts or policies, and to exercise and claim all rights and benefits granted to the Board or the Fund by any such contracts or policies. Any such contract shall be executed in the name of the Fund, and any such policy shall be procured in such name.

4.7 Specific Nonexclusive Powers. Without limitation of the other provisions of this Article, the Board of Trustees shall have the power:

a. **Establishment and Maintenance Expenses.** To pay or cause to be paid out of the Fund the reasonable expenses incurred in the establishment and maintenance of the Fund and the Plan.

b. **Reserve Funds.** To establish and accumulate such reserve funds as may be adequate to provide for administration expenses and other obligations of the Fund, including maintenance of the Plan, and for such other purposes as the Trustees find necessary or advisable.

c. **Employment of Agents and Advisors.** To employ, engage, or contract with, such executive, consultant, actuarial, accounting, investment, administrative, clerical, secretarial, and legal (who may be counsel for Trustor) personnel, and other employees or assistants as may be necessary in connection with the administration and investment of the Fund and the Plan and to pay or cause to be paid out of the Fund the compensation and necessary expenses of such personnel and assistants and the costs of

office space, furnishings and supplies, and other essentials required in such administration.

d. Administrative Expenses. To incur and pay or cause to be paid out of the Fund any other expense reasonably incidental to the administration of the Fund or the Plan.

e. Settlement of Disputes. To compromise, settle, or release claims or demands in favor of or against the Fund on such terms and conditions as the Board may deem desirable.

f. Investment Authority.

i. Prudence. To invest and reinvest the assets of the Fund as follows: In acquiring, investing, reinvesting, exchanging, retaining, settling, and managing said funds or property, the Trustees shall act with the care, 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.

ii. Types of Property and Investments. Within the limitations of the foregoing standard, the Trustees are authorized to acquire and retain every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, savings accounts, bonds, debentures, notes, mortgages, commercial paper, corporate stocks, preferred or common shares, or certificates of participation issued by investment companies or investment trusts, pooled investment trusts established and operated by any national banking association, or other securities, rights, obligations or property, real or personal.

iii. Investment Manager Appointment. In carrying out their investment responsibilities as set forth above, the Trustees may but need not appoint an investment manager or managers, as provided in ERISA, to manage the assets of the Fund or any portion thereof. As used herein, the term investment manager shall mean any fiduciary other than the Trustees who has the power to manage, acquire or dispose of any portion of the Fund; who is a registered investment adviser under the Investment Advisers Act of 1940; a bank as defined in that Act or an insurance company qualified to perform trust asset management services under the laws of more than one state; and has acknowledged in writing such fiduciary status with respect to the Plan. Upon acceptance of appointment and written acknowledgment of fiduciary status with respect to the Plan and the Trust Agreement, such investment manager shall have the authority to manage, acquire, or dispose of those assets of the Fund with respect to which such authority is delegated and, in accordance with said

Act. No Trustee shall be liable for the acts of omissions of such investment manager or be under an obligation to invest or otherwise manage any asset of the Fund that is subject to the management of such investment manager.

iv. **Cash and Fiduciary Accounts.** The Trustees shall retain in cash and keep unproductive of income such amount of the assets of the Fund as the Trustees shall find necessary or advisable to meet the cash disbursements required under the Plan. The Trustees are specifically authorized to invest such portion of the Fund in deposits which bear a reasonable interest rate in a bank or similar financial institution supervised by the United States or a state, irrespective of whether such bank or similar financial institution is a fiduciary with respect to the Plan and this Trust Agreement.

v. **Common, Collective or Pooled Funds.** The Trustees are also specifically authorized to invest or to authorize an investment manager or separate trustee to invest all or a portion of the Fund in and enter into any transaction with a common or collective trust fund or pooled investment fund, whether or not maintained by a party in interest, which is a bank or trust company supervised by a state or federal agency, or a pooled investment fund of an insurance company qualified to do business in a state if:

(A) The transaction is a sale or purchase of an interest in the fund, and

(B) The bank, trust company or insurance company receives not more than reasonable compensation.

The combining of money and other assets of this Fund with money and other assets of other qualified trusts in such fund is hereby specifically authorized.

g. **General Investment Authority.** To purchase, sell, exchange, lease, convey, or otherwise dispose of, or to cause to be purchased, sold, exchanged, leased, conveyed, or otherwise disposed of, any property of any kind forming a part of the Fund upon such terms as the Board may deem proper and to execute and deliver or cause to be executed and delivered any and all instruments of conveyance or transfer in connection therewith.

h. **Exercise of Owner's Rights.** To vote in person or by proxy with respect to any bonds, stocks or other securities held by it, to exercise any options applicable to any such bonds, stocks, or other securities for the conversion thereof into other securities, to exercise any rights to subscribe for additional bonds, stocks, or other securities and to make any and all necessary Contributions therefor, to join in or to dissent from or oppose the reorganization, recapitalization, consolidation,

liquidation, sale, or merger of corporations or properties in which it may be interested upon such terms and conditions as it may deem prudent.

i. Asset Transfers. To make, execute, acknowledge, and deliver any and all appropriate deeds, leases, assignments, and other instruments.

j. Registration of Investments. To cause any investments from time to time held by it to be registered in or transferred into its name or the name of its or its agent's nominee or nominees, or to retain them unregistered or in a form permitting transfer thereof by delivery only, but the books and records of the Board of Trustees shall at all times show that all such investments are part of the Fund. Except as otherwise provided by law, the indicia of ownership of Fund assets shall be maintained within the jurisdiction of the district courts of the United States.

k. Taxes. To pay or cause to be paid any and all real or personal property taxes, income taxes, or other taxes or assessments of any or all kinds levied or assessed upon or with respect to the Fund or the Plan.

l. Payment of Benefits. To pay or to cause to be paid all or part of the benefits provided in the Plan to the persons entitled thereto under the Plan and in accordance with the terms and provisions of the Plan.

m. Periodic Reports. To prepare or cause to be prepared such periodic reports concerning the affairs of the Fund and the Plan as the Board may deem advisable or as may be required by law, and to furnish such reports to such persons as the Board may deem advisable or as may be required by law.

n. Contribution and Premium Levels. To establish directly or through any insurance company the amount of money to be contributed to the Fund to provide Plan benefits to Employees, dependents and beneficiaries and to pay reasonable Trust administrative expenses. The Trustees can establish different contribution levels for different groups of employees based on reasonable economic factors. The Trustees can permit an Employer to contribute more than the monthly premium for the purpose of funding a dollar bank to provide coverage after an Employee's coverage would otherwise cease pursuant to the terms of the AGC Health Benefit Trust Policy on Dollar Banks. The Trustees shall permit the self-payment of Contributions (and applicable administrative surcharge) to the extent necessary to comply with applicable law, including federal and state laws mandating coverage continuation rights of Employees, spouses and other dependents who lose coverage under the Plan, and federal and state laws mandating coverage during certain leaves of absence.

o. Liquidity. To retain in cash and keep unproductive of income such amount of the assets of the Fund as it shall find necessary or advisable to meet the cash disbursements required under the Plan.

p. **Other Powers and Duties.** To exercise and perform any and all the other powers and duties specified in this Trust Agreement or the Plan.

4.8 Rules and Regulations. The Board of Trustees shall from time to time adopt and prescribe reasonable rules, regulations, and procedures which shall not be inconsistent with the provisions of this Trust Agreement or of the Plan governing the reporting of Contributions, the eligibility of Employees and dependents, the entitlement to benefits of the Plan and any and all other matters in connection with the Fund and the Plan.

4.9 Bonding and Insurance. The Board of Trustees shall procure fidelity bonds for each Trustee and for other persons authorized to receive, handle, deal with, or draw upon the moneys in the Fund for any purpose whatsoever in such amounts as the Board of Trustees shall deem proper and as shall be required by law. Said bonds shall be obtained from such duly authorized surety company as the Board shall determine. The Board of Trustees also may, in their discretion, procure and maintain in force adequate public liability and errors and omission insurance. The cost of the premiums on such bonds and insurance shall be paid out of the Fund, except any recourse waiver shall not be paid out of the Fund.

4.10 Authority To Make Payments. All checks, drafts, vouchers, or other withdrawals of money from the Fund shall be signed by such person or persons as are authorized by the Trustees.

4.11 Maintenance of Records. The Board of Trustees shall maintain suitable and adequate records of and for the administration of the Fund and the Plan. The Board of Trustees may require Employers, any Employee, dependents, and any beneficiaries under the Plan to promptly furnish the Board of Trustees on demand such payroll records, information, data, reports, and documents reasonably relevant to and suitable for the purposes of such administration of the Fund and policies. The parties agree that they will use their best efforts to secure compliance with any reasonable request of the Board for any such information, data, reports, or documents. The Board of Trustees, or their authorized representatives duly authorized in writing by two Trustees, may examine the pertinent payroll records of each Employer with respect to the persons benefiting from this Trust Agreement whenever such examination is deemed necessary or advisable by the Board of Trustees in connection with the proper administration of the Plan, the Fund, and policies.

4.12 Annual Audit and Reports. The books of account and records of the Board of Trustees, including the books of account and records pertaining to the Fund, shall, if required by law, be audited at least once each year by a qualified certified public accountant to be selected by the Board. Otherwise, the books of account and records of the Trustees shall be audited at such times as requested by Trustor. The Board shall also make all other reports required by law. A statement of the results of the annual audit shall be available for the inspection by interested persons at the principal office of the Fund and at such other suitable place as the Board may designate from time to time. Copies of such statement shall be delivered to Trustor and each Trustee within 15 days after the statement is prepared.

4.13 Coordination of Administration With Other Trusts. The Board of Trustees may to the extent permitted by law coordinate its activities in the administrative activities of the board of trustees of other trust funds and health and accident plans established or to be established in the construction industry to such extent as may be necessary or desirable to minimize costs; eliminate unnecessary bookkeeping and other expenses for the Employers and avoid or eliminate duplicating Employer Contributions or insurance coverage with relation to the same Employee. The Board may agree to exercise any of its administrative functions jointly with any one or more of the boards of trustees of such other trust funds, and it may agree to join with any one or more of said boards in establishing a joint office or joint administration personnel.

4.14 Purchase of Insurance With Other Trusts. The Board of Trustees may purchase insurance policies or hospital-medical service contracts jointly with the boards of trustees of other trust funds and health and accident plans established or to be established in the construction industry to minimize costs and to avoid or eliminate duplicating Employer Contributions or insurance coverage with relation to the same Employee. The Board of Trustees may establish rules for joint operation of insurance coverage with the board of trustees of such other trust funds and may jointly agree as to prorating of premium costs, claim costs, and refunds or dividends.

ARTICLE 5

PROCEDURE OF BOARD OF TRUSTEES

5.1 Time of Meetings. The Board of Trustees shall determine the date and time for regular periodic meeting of the Board. The Chair or any two members of the Board may call a special meeting of the Board by giving written notice to all other Trustees of the time and place of such meeting at least five days before the date set for the meeting. Any such notice of special meeting shall be sufficient if sent by ordinary mail, electronic mail, or facsimile addressed to the Trustees at their addresses as shown in the records of the Board. Any meeting at which all Trustees are present, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the giving of any notice.

5.2 Minutes. The Board shall appoint a secretary who shall keep minutes or records of all meetings, proceedings, and acts of the Board. Such minutes need not be verbatim.

5.3 Quorum. To constitute a quorum at any regular or special meeting of the Board there must be present a majority of the Trustees then in office.

5.4 Place of Meeting. All meetings of the Board shall be held at a location designated from time to time by the Board.

5.5 Method of Acting. Upon any matter which may properly come before the Board of Trustees, the Board may act by majority vote at a meeting where a quorum is present or in writing without a meeting, provided such action has the concurrence of a majority of the Trustees.

5.6 Committees. The Trustees may establish one or more Trustee committees to which the Trustees may delegate any of their rights, powers, duties, and responsibilities with respect to the Trust. The power to manage or control Fund assets can be allocated among Trustees, but the responsibility for the management or control of Fund assets shall remain with all of the Trustees. Any action to be taken by the Trustee committee shall be by a majority vote of the members of the committee present at the meeting of the committee or by action in writing by a majority of the members of the committee without a meeting. Any such allocation or delegation shall be terminable upon such notice as the Trustees, in their sole discretion, deem reasonable and prudent under the circumstances. Except as otherwise provided by law, no Trustee or other fiduciary shall be under any obligation to perform any duty or responsibility with respect to the Trust which has been delegated to other Trustees or to a Trustee committee of which said Trustee is not a member, or which has been delegated to another person or organization other than such Trustee or other fiduciary pursuant to this Trust agreement or the procedures established hereby.

5.7 Ministerial and ERISA Powers. The Trustees may delegate ministerial powers or duties to the claims' administrator and to regularly chosen agents, custodians or employees. In addition to the powers otherwise granted to the Trustees, the Trustees shall have all the rights, privileges, and immunities from liability granted to fiduciaries (Trustees) by the provisions of ERISA.

ARTICLE 6

GENERAL PROVISIONS APPLICABLE TO TRUSTEES

6.1 Reliance by Third Parties. No party who has verified that the party is dealing with the duly appointed Trustees or any of them shall be obligated to see to the application of any moneys or property of the Fund or to see that the terms of this Trust Agreement have been complied with or to inquire as to the necessity or expediency of any act of the Trustees. Every instrument executed by the Board of Trustees or by its direction shall be conclusive in favor of every person who relies on it that (a) at the time of the delivery of this instrument this Trust Agreement was in full force and effect, (b) the instrument was executed in accordance with the terms and conditions of this Trust Agreement, and (c) the Board was duly authorized to execute the instrument or direct its execution.

6.2 Limitation of Duties. The duties, responsibilities, liabilities, and disabilities of any Trustee under this Trust Agreement shall be determined solely by the express provisions of the Trust Agreement, and no further duties, responsibilities, liabilities, or disabilities shall be implied or imposed.

6.3 Limitation of Liability and Indemnification. No Trustee shall incur any liability for negligence, oversight, or carelessness in connection with the performance of the Trustees duties. No Trustee shall be liable for the act or omission of any other Trustee, except for co-fiduciary liability under applicable law. The Trust Fund shall exonerate, reimburse, and save harmless the Trustees, individually and collectively, against any and all expenses and liabilities, including attorneys' fees through and including any appeals, arising out of the trusteeship, except (as to the individual Trustee or Trustees directly involved) for expenses and liabilities arising out of willful misconduct or gross negligence. No expense shall be deemed reasonable under this section unless and until it is approved by the Board of Trustees.

6.4 Limitation of Employer Responsibility. No Employer shall be responsible or liable for:

- a. The validity of this Trust Agreement or the Plan.
- b. The form, validity, sufficiency, or effect of any contract or policy for Plan benefits which may be entered into.
- c. Any delay occasioned by any restriction or provision in this Trust Agreement, the Plan, the rules and procedures of the Board of Trustees issued hereunder, any contract or policy procured in the course of the administration of the Fund or Plan, or by any other proper procedure in such administration; provided, however, that this clause shall not excuse any violation of an Agreement.
- d. Any of the obligations or acts of the Trustees because such Trustees are in any way associated with any such Employer.

6.5 Trustee Compensation and Expenses. The Trustees shall receive no compensation for serving on the Board. The Trustees shall be reimbursed out of the Fund for all reasonable and necessary expenses properly and actually incurred in the performance of their duties, except no reimbursement shall be paid for the expense of travel to attend meetings of the Trustees.

6.6 Trustee Return of Trust Records. Any Trustee who resigns or whose appointment has been terminated shall forthwith turn over to the Chair of the Board of Trustees at the principal office of the Fund any and all records, books, documents, moneys, and other property in the Trustee's possession or under the Trustee's control which belong to the Fund or which were received in the capacity of Trustee.

6.7 Nondiscrimination. The Plan is intended to meet the applicable nondiscrimination requirements of Section 505 of the Code with respect to each benefit offered under the Plan. Each class of benefits shall be available to a classification of Employees of each Employer that does not favor highly-compensated employees as defined in Section 505 (b)(2) of the Code, and each class of benefits shall be provided in a manner that does not

discriminate in favor of highly compensated employees. No decision shall be made by the Board of Trustees in the administration of the Fund or Plan which is unreasonably discriminatory under the provisions of the Code or under any other applicable law or regulation.

6.8 Use of Fund Name. The name of the Fund may be used to designate the Trustees collectively, and all instruments may be effected by the Board of Trustees in such name.

ARTICLE 7

GENERAL PROVISIONS

7.1 Plan Documents. Subject to the provisions of the Agreement, the rights and duties of all parties, including the Trustor, Employers, Employees and their beneficiaries or dependents, and Trustees, shall be governed by the provisions of this Trust Agreement, the Plan, any insurance policies, contracts entered into, or any rules and regulations adopted pursuant to this Trust Agreement to the extent consistent with applicable law.

7.2 Benefit Claims. No Employee or dependent or beneficiary shall have any right or claim to benefits under the Plan, except as specified in the Plan or the policy or policies or contract or contracts procured or entered into pursuant to this Agreement. Claims for benefits provided through a policy of insurance shall be referred to the insurer. Other claims shall be considered under the claims procedure established by the Trustees from time to time and communicated to Employees. The Trustees shall consider the appeal of a denied claim in accordance with such claims procedure. No Employer or any of the Trustees shall be liable for the failure or omission for any reason to pay any benefits under the Plan.

7.3 Manner of Giving Notice. Any notice required to be given under the terms of this Agreement shall be deemed to have been duly given if delivered personally to the person to be notified in writing, if mailed in a sealed envelope, postage prepaid, to such person at the person's last known address as shown in the records of the Fund, or if sent to such person by electronic means with a confirmation of receipt.

7.4 Effect of Trust Agreement. This Agreement shall be binding upon and inure to the benefit of all Employers who are now or hereafter may become members of Trustor and the heirs, executors, administrators, successors, purchasers, and assigns of Trustor, Employers, and the Trustees.

7.5 Counterparts. This Trust Agreement may be executed in a number of counterparts, each of which shall have the force and effect of an original, and no more than one counterpart need to be signed by any party hereto; provided, however, that each of said counterparts shall be filed in the principal office of the Fund.

7.6 Applicable Law. All questions pertaining to this Trust Agreement, the Fund, or the Plan and their validity, administration and construction shall be determined in accordance with the laws of the State of Oregon and with applicable federal law and to the extent not preempted in accordance with any pertinent laws of the United States.

7.7 Invalidity. If any provision of this Trust Agreement, the Plan, the rules, and procedures issued pursuant thereto or any step in the administration of the Fund or the Plan is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of this Trust Agreement, the Plan, the rules, and procedures, unless such illegality or invalidity prevents accomplishment of the objectives and purposes of this Trust Agreement and the Plan. In the event of any such holding, the parties will immediately commence negotiations to attempt to remedy any such defect.

7.8 Access To Records. All facts and all matters of record shall be made available and open to examination and inspection of all Trustees during reasonable business hours. The books of account, records, deposits, canceled checks, papers, reports, documents, and other data with respect to the Fund may be audited and inspected during reasonable business hours by any certified public accountant designated by any Employer making contributions to the Fund at the expense of the party desiring the audit and inspection.

7.9 Deductibility and Tax Exempt Status. It is the intent and purpose of the parties that Contributions to the Fund shall be at all times deductible by the Employers for income tax purposes in the taxable year when paid, and that the Trust created hereby shall be at all times tax exempt. The Trustees shall obtain an Internal Revenue Service determination as to the continued income tax exempt status of the Trust created by this Trust Agreement under Code Section 501(c)(9) at such times as the Trustees determine. It is recognized that all Employer contributions might not be deductible by reason of the funded welfare plan rules of Code Sections 419 and 419A. The Trustees shall minimize the nondeductibility of Employer contributions. If any administrative or judicial ruling holds that any provision of this Agreement prevents or defeats the qualification of the Trust as herein provided or any other objective stated in this section, either under presently existing laws or regulations or any laws or regulations hereinafter enacted or adopted, or if for any reason it shall be necessary or desirable to amend this Trust Agreement to accomplish any such objective, the parties will forthwith enter into negotiations with regard to the amendment of this Trust Agreement in such respect as may be necessary to accomplish such qualification or other objective, consistent with the other objectives or purposes of this Trust Agreement, and any such amendment shall be effective, insofar as practicable, as of the effective date of this Trust Agreement or as of the effective date of any such law or regulation hereafter enacted or adopted, as the case may require.

7.10 Joinder of Parties. In any action or proceeding affecting the Fund, the Plan, or the Trust Agreement hereby established, it shall be necessary to join as the parties only the Trustees, and no Employer, Employee, dependent, beneficiary, or any other person shall be entitled to notice of any such proceeding or to service of process therein. Any final judgment entered in any such action or proceeding shall be binding upon all the above


IN WITNESS WHEREOF, this amended and restated Trust Agreement has been executed as of the below dates.

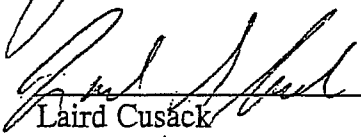
TRUSTOR

OREGON-COLUMBIA CHAPTER,
THE ASSOCIATED GENERAL
CONTRACTORS OF AMERICA, INC.

By: _____ Date
Craig Honeyman
Executive Director

TRUSTEES


Joel Burt, Chair _____ Date

 10/4/01
Laird Cusack _____ Date

 10/4/01
Norman Russell _____ Date

 10-4-01
Beverly Rutan _____ Date

 10/4/01
Sarah Smith _____ Date

APPOINTMENT OF SUCCESSOR TRUSTEES

Pursuant to Article 3 (Board of Trustees) of the Trust Agreement for the AGC Health Benefit Trust Fund, which was last amended and restated August 1, 2001, the signatures of the successor Trustees below constitute the acceptance of office and agreement to act under and be subject to all the terms and conditions of this aforementioned Trust Agreement.

TRUSTEES

Mark Powell 5-20-03
Mark Powell Date

Claire Widmark 5-20-03
Claire Widmark Date