

**SECOND AMENDMENT TO THE  
TRUST AGREEMENT  
FOR THE  
I.A.M. NATIONAL 401(K) FUND**

WHEREAS, Article X, Section 1 of the Trust Agreement, made and entered in as of May 15, 2014, provides that the Board of Trustees of the I.A.M. National 401(k) Fund (“Trustees”) have the power to amend the Trust Agreement at any time; and

WHEREAS, the Trustees have agreed to amend the Trust Agreement;

NOW THEREFORE, the Trustees hereby amend the Trust Agreement as follows:

**1. Effective September 30, 2014, Article I is amended by adding the following as Section 17:**

*Section 17. WRITTEN.* The term “written” or “in writing” shall include documents transmitted by mail, facsimile, or electronic mail message.

**2. Effective September 30, 2014, the fourth paragraph of Article V, Section 4 is deleted and replaced with the following:**

Contributions that are attributable to deferred wages or compensation under a cash or deferred arrangement must be paid by the Employer to the Fund as soon as such deferred wages or compensation can be reasonably segregated from the Employer’s assets. Notwithstanding the foregoing, if Contributions are not received by the seventh (7th) business day following the date when the wages or compensation, a portion of which is deferred as Contributions to the Fund, are paid to Employees by the Employer, the Employer shall be liable for liquidated damages of 20% of the amount due and simple interest shall be paid on all amounts due at the rate of 18% per annum from the due date until the date payment is received. If the Employer retains such Contributions beyond this date, the Employer must also pay lost earnings and restore lost profits from the date Contributions were originally due through date of payment. The Trustees may from time to time change the applicable percentages for liquidated damages and interest, but on a uniform basis for all Employers.

**3. Effective September 30, 2014, Article VII, Section 2 is deleted and replaced with the following:**

Meetings of the Trustees may be called by the Co-Chairmen or by a majority of the Trustees. Notice of the time and place of such meetings shall be mailed to the Trustees at least 10 days in advance unless the Trustees unanimously agree to waive such advance notice requirements. The Co-Chairmen may also call a meeting by providing written notice of the time and place of such meetings to the other Trustees at least twenty-four (24) hours in advance. The Trustees shall meet at least once each year and at such other times as they determine is necessary to transact their business.

IN WITNESS WHEREOF, the undersigned have set their hands as of the dates specified below.

**UNION TRUSTEE**



Signature

Philip J. Gruber, Co-Chair  
Printed Name

9-30-2014  
Date

**EMPLOYER TRUSTEE**



Signature

Henry C. Eickelberg, Co-Chair  
Printed Name

30 Sept. 2014  
Date