

**UNITED FOOD AND COMMERCIAL WORKERS
UNIONS AND PARTICIPATING EMPLOYERS HEALTH AND WELFARE FUND**

**AGREEMENT AND DECLARATION OF TRUST
(AMENDED AND RESTATED AS OF SEPTEMBER 1, 2012)**

Amendment No. 3

Pursuant to Article XI, Section 1 of the Agreement and Declaration of Trust (the "Trust Agreement") of the United Food and Commercial Workers Unions and Participating Employers Pension Fund (the "Fund"), the Trust Agreement is hereby amended as follows, as of the last date signed below:

1. Article III, Section 2(c) is amended to read as follows (additions shown in ***bold italic***, deletions shown in ~~strikethrough~~):

(c) In case any of the Union Trustees shall be disqualified, die, become incapable of acting hereunder, resign, or be removed, a successor Union Trustee shall ~~immediately~~ be appointed in writing filed by the ***applicable*** Union ***within thirty (30) days from the date the vacancy began***. In case any Employer Trustee shall be disqualified, die, become incapable of acting hereunder, resign, or be removed, a successor Employer Trustee shall ~~immediately~~ be appointed ***in writing by the Employer(s) employing a majority of the active Participants within thirty (30) days from the date the vacancy began. If the Employer(s) employing a majority of the active Participants in the plan do(es) not appoint a new Trustee in writing within 30 days, a successor Employer Trustee shall immediately be appointed by*** a majority vote of the then remaining Employer Trustees, in writing signed by such Employer Trustees.

2. Article III, Section 2(f) is deleted and replaced with the following:

In the event of a continued vacancy for any reason for ninety (90) days, the Board of Trustees may petition any court of appropriate jurisdiction for appointment of a successor Trustee.

IN WITNESS WHEREOF, the undersigned Trustees have set their hands as shown below.

Date: _____

CHAIRMAN

Date: _____

SECRETARY