UNITED FOOD AND COMMERCIAL WORKERS
UNIONS AND PARTICIPATING EMPLOYERS PENSION FUND

AGREEMENT AND DECLARATION OF TRUST
(AMENDED AND RESTATED AS OF JANUARY 1, 2014)

Amendment No. 2

Pursuant to Article XIII, 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 5 is amended to read as follows (additions shown in ***bold italic***, deletions shown in ~~strikethrough~~):

> Section 5. In case any Union Trustee shall be disqualified, die, become incapable of acting hereunder, resign, or be removed, a successor Union Trustee shall ~~immediately~~ be appointed in writing filed ***with the Chairman and Secretary of the Fund*** 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 filed with the Chairman and Secretary of the Fund 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 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 ***and filed with the Chairman and Secretary of the Fund***.

2. Article III, Section 8 is amended to read as follows (additions shown in ***bold italic***, deletions shown in ~~strikethrough~~):

> Section 8. ~~(a)~~ There is hereby imposed a duty to fill all vacancies promptly. ~~Any Employer Trustee vacancy shall be filled by the~~ ~~***Employers***~~ ~~employing a majority of the Participants within thirty (30) days from the date the vacancy began,~~~~***. If the Employer(s) employing the majority of active Participants do(es) not appoint a new Trustee within 30 days, a successor Employer Trustee shall immediately be appointed by a majority vote of the then Employer Trustees, in writing signed by such Employer Trustees. Notice of such appointment shall be mailed to Employers and shall become effective when duly sent to the Chairman and to the Secretary of the Board of Trustees.***~~ ~~and any~~ ***Any*** Union ~~Trustee vacancy shall be filled by the Union within thirty (30) days from the date any such vacancy began.~~
>
> ~~(b) If either the Employers employing a majority of the Participants or the Union fails to fill a vacancy within the thirty (30) day period described in the preceding subsection, then in such event the then serving Union or Employer Trustees, as the case~~

~~may be, shall have the right to fill such vacancy by an instrument in writing signed by said majority. In case any such Union Trustee or Employer Trustee vacancy is filled by action of the Union or Employer Trustee under the preceding sentence, any such Trustee may be removed by the Union or by the Employers employing a majority of the Participants, as the case may be. However, such removal must be by such instrument as shall set forth and designate the name of the person being appointed to fill the vacancy which will be caused by the removal, together with the written acceptance of said person.~~ In the event of ***a*** ~~such removal and/or~~ 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: ______________________________ ______________________________

UNION TRUSTEE

Date: ______________________________ ______________________________

EMPLOYER TRUSTEE