LITHOGRAPHERS AND PHOTOENGRAVERS WELFARE FUND

TRUST INDENTURE

October 1, 1972
Amended: December 27, 1973
September 26, 1979

TRUST INDENTURE

AGREEMENT, made in the City of Washington, D.C. this First day of October, 1972, by and between certain Lithographic and Photoengraver Employers and Local 285, Graphic Arts International Union (hereinafter referred to as the "Union").

W I T N E S S E T H :

WHEREAS, the Union is the collective bargaining agent for the lithographic and photoengraving employees of said Employers; and

WHEREAS, the Employers and the Union have entered into collective bargaining agreements; and

WHEREAS, said agreements provide, among other things, for certain contributions by each of the Employers for the purchase for the benefit of the employees of such Employers, welfare benefits including but not necessarily limited to pre-paid health service, accident and sickness, hospitalization, surgical, medical expenses and life insurance from a nationally recognized insurance company or companies; hospitalization, surgical and medical expense insurance may include dependents of such employees; and

WHEREAS, the Union from time to time will enter into collective bargaining agreements with other lithographic and photoengraver Employers providing for contribution by such employers for the purchase for the benefit of their employees of similar insurance as above specified; and

WHEREAS, the Employers and the Union desire to provide for the establishment of a trust fund to be maintained by the aforesaid contributions of employers, and to set forth the terms and provisions of the trust under which said contributions paid by the employers to the Trustees will be held and disposed of;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this agreement, it is mutually agreed as follows:

ARTICLE I
THE TRUST ESTATE

Section 1. There is hereby created and established a trust estate, to be known as "Lithographers and Photoengravers Welfare Fund". Such trust estate, sometimes hereinafter referred to as "the Fund", shall consist of the following:

(a) contributions made by Contributing Employers in such amount and under the terms as are provided for in the applicable collective bargaining agreement in effect from time to time between said employer and the union;

(b) all policies of insurance hereafter issued to the Trustees pursuant to the provisions of this Agreement, together with all dividends, refunds or sums payable to the Trustees on account of such policies;

(c) the investments made by the Trustees of any portion of the Trust Estate and all income therefrom or return of principal thereon;

(d) all monies or property received by the Trustees from any source whatsoever, whether or not such source shall have been specifically enumerated above, but if such source shall be other than one enumerated above, the Trustees may impose such conditions and restrictions upon the acceptance of such monies as they may deem necessary or advisable.

Such Trust Estate, as hereinabove described, shall be received and held by the Trustees for the uses, purposes and trusts set forth in this Trust Agreement, and the individual Trustees signatory to this Agreement, for themselves and their successors in office appointed as hereinafter provided, jointly and severally co-venant and agree that they will receive, hold and pay out all monies and other property comprising the Trust Estate subject to and in accordance with the provisions of this Trust Agreement.

The name of the Fund, as set forth above, may be used to designate the Trustees collectively, and documents may be executed by them in such name in accordance with the provisions of this Agreement.

Section 2. The Trustees shall have no liability with respect to the non-payment of contributions by any Employer, nor shall they have any obligations to enforce payment of such contributions but may seek to enforce payment of contributions if the Trustees shall so decide.

Section 3. Contributions to the Fund shall be paid to the Trustees or to such depository as the Trustees shall designate, only by check, bank draft, money order or other recognized written method of transmitting money or its equivalent, made payable to the order of the Lithographers and Photoengravers Welfare Fund. The payment of contributions shall be made periodically at such times as the Trustees shall specify by rules and regulations or as may be provided in the applicable collective bargaining agreement.

Each Employer shall be responsible only for the contributions payable by him on account of Employees covered by him, except as may be otherwise provided by law. The Association or any other employers association or groups shall not be responsible for the contributions, payments or other obligations of any other Employer, or otherwise.

ARTICLE II
APPLICATION OF THE TRUST FUND

Section 1. To the extent and in the manner permitted by law, the Trustees shall procure, in their names as Trustees, for the benefit of those employees and their dependents and beneficiaries, who are covered by the Employers contributions pursuant to the provisions of the aforesaid individual collective bargaining agreements (including employees temporarily unemployed, unless discharged for cause) and including periods following retirement of such employees, benefits in form, kind and amount to be determined by the Trustees in accordance with the provisions of the Trust Indenture, which benefits may include group life, accident and sickness, hospitalization, surgical and medical expenses, and life insurance. The Trustees shall have the ultimate right to designate the source of such insurance and the kind and amount of benefits under such insurance as between employees and their eligible dependants.

Section 2. The trust funds received by the Trustees shall be used and applied for the following purposes:

(a) To pay or provide for pre-paid health services.

(b) To pay or provide for the payment of all premiums on such insurance policies as and when the same fall due.

(c) To establish and accumulate such reserve funds for the proper execution of the trust herein created.

(d) To pay or provide for all the reasonable and necessary expenses involved in the collection of the Employers' contributions and the administration of the affairs of this Trust, including the cost of defense in litigation arising out of the Trusteeship of this Trust Fund, to the extent permitted by law, and the employment of such administrative, legal, actuarial, accounting, expert and clerical assistance, the purchase or lease of such premises, materials, supplies and equipment and the performance of such other acts, as the Trustees, in their sole discretion, find necessary or appropriate in the performance of their duties.

Section 3. Any and all dividends, or experience rating refunds or reimbursements of any kind whatsoever, made on the policies of insurance procured and held by the Trustees, shall be paid to the Trustees and shall be received by them as part of the trust fund to be administered and disposed of as herein provided.

ARTICLE III
ADDITIONAL PROVISIONS RELATING TO THE TRUST FUND

Section 1. The Trustees may exercise all rights and privileges granted to the policyholder by provisions of the insurance policies or allowed by the issuing insurance company or companies.

Section 2. The Trustees shall be liable only for the safekeeping and administration of the trust fund in accordance with provisions of this agreement and any amendments thereof and the duties and responsibilities of the Trustees under this agreement shall be determined solely by the express provisions of this agreement, and no other or further duties or responsibilities shall be implied, to the extent permitted by law.

Section 3. The Trustees shall not be under any liability or responsibility for the failure to effect any of the objects of this agreement by reason of the refusal of any issuing insurance company or companies to take any action requested by the Trustees, or to issue or change any contract as requested by the Trustees, to the extent permitted by law.

Section 4. The Trustees shall receive no compensation for their services hereunder, but they shall be reimbursed or receive advances for all reasonable and necessary expenses properly incurred by them in connection with the performance of their official duties.

Section 5. All monies received by the Trustees under any provisions hereof shall be deposited by the Trustees in such bank or banks as they may select.

Section 6. The Trustees shall maintain books of account and records of all their transactions, which shall be audited at least annually by a certified public accountant, and a copy of such audit shall, upon request, be made available to any interested Employer and the Union.

Section 7. Anything herein contained to the contrary notwithstanding, the Employers, the Union, and the Trustees, shall not have any responsibility for the validity of this agreement or for the form, genuiness, validity or sufficiency or effect of any insurance contract at any time included in the trust fund, or for the act of any person or persons which may render any such contract null and void, or for the failure of any insurance company to pay the proceeds and avails and benefits of any such contract as and when the same shall become due and payable, or for any delay occasioned by reason of any restriction or provision contained in any such contract, or if for any reason whatsoever any contract shall lapse or otherwise become uncollectible.

Section 8. No person dealing with the Trustees shall be obliged to see to the application of any monies or property of the trust or to see that the terms of the trust have been complied with or be obliged to inquire into the necessity or expediency of any act of the Trustees.

Every instrument executed by the Trustees shall be conclusive in favor of every person relying thereon that:

(a) At the time of the delivery of said instrument, the trust hereby created was in full force and effect; and

(b) Said instrument was executed in accordance with the terms and conditions imposed by this trust agreement; and

(c) The Trustees were duly authorized and empowered to execute such instrument.

Section 9. In the event that any dispute shall arise as to the persons to whom payment of any funds and/or delivery of any contracts or other property shall be made by the Trustees, the Trustees may withhold such payment and/or delivery until such dispute shall have been determined by a court of competent jurisdiction or shall have been settled by the parties concerned.

Section 10. Any Trustee may resign at any time upon delivering to the other Trustees a written notice of such resignation to take effect not less than thirty (30) days after the delivery thereof (unless such other Trustees shall accept as adequate shorter notice).

Any Trustee acting hereunder may be removed from office at any time for any reason whatsoever by the party or parties appointing such Trustee.

In the event of a vacancy for any reason whatsoever in the office of a Trustee, a successor Trustee may be designated by the party or parties originally appointing such Trustee hereunder. Any successor Trustee appointed hereunder may qualify as such by executing, acknowledging and delivering to the Chairman of the Board of Trustees an instrument accepting such appointment hereunder, in such form as may be satisfactory to the Trustees, and thereupon such successor without further act, deed or conveyance shall become vested with all the estate, rights, powers, discretion, duties and obligations of his predecessor Trustee with like effect as if originally named as Trustee herein. The word "Trustee" as used in this agreement shall mean the Trustee who may at any time be acting as Trustee hereunder.

Section 11. Collection and Enforcement of Payments.

(a) The Trustees, or such committee of the Trustees as the Board of Trustees shall appoint, or the Administrator if one has been appointed and when directed by such committee or by the Board of Trustees, shall have the power to demand, collect and receive Employer payments and all other money and property to which the Trustees may be entitled, and shall hold the same until applied to the purposes provided in this Trust Agreement. They shall take such steps, including the institution and prosecution of, or the intervention in, such legal or administrative proceedings as the Trustees in their sole discretion determine to be in the best interest of the Trust Fund for the purpose of collecting such payments, money and property, without prejudice, however, to the rights of the Union to take whatever steps it deems necessary and wishes to undertake for such purposes.

(b) Production of Records. Each Employer shall promptly furnish to the Trustees, on demand, the names of his Employees, their Social Security numbers, the hours worked by each Employee and such other information as the Trustees may reasonably require in connection with the administration of the Trust Fund and for no other purpose. The Trustees and any insurance carrier, when so authorized by the Trustees, may, by their respective representatives, examine the pertinent employment and payroll records of each Employer at the Employer's place of business whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administration of the Trust Fund and of any contracts or policies of insurance. The Union shall, upon the request of the Trustees, promptly furnish information in respect to an Employee's employment status.

(c) The Trustees may require the payment by Employers of liquidated damages (as provided in the applicable collective bargaining agreement or provided in a schedule established by the Trustees) and of other costs and expenses (such, as without limitation, attorneys' fees, filing fees and cost of service of papers) incurred by the Trustees and arising out of the collection of such Employers' delinquent contributions.

(d) Non-payment, by any Employer, of any contribution or other moneys owed to the Fund shall not relieve any other Employer from his or its obligation to make required payments to the Trust Fund.

ARTICLE IV
TRUSTEES

Section 1. Simultaneously with the execution of this document, the Employers and the Union shall each appoint four (4) Trustees. The eight (8) Trustees shall be referred to as the Board of Trustees.

Section 2. Meetings of the Board of Trustees shall be held at such times as the Trustees may deem advisable, but at least three meetings must be held each year. Any two (2) members of the Board of Trustees may call a meeting setting the me and place in Washington, D.C., by giving to the other members of the Board of Trustees at least five (5) days' written notice by mail; but at any meeting at which all members of the Board of Trustees not present have waived notice, the giving of notice as above required may be dispensed with.

Section 3. The Chairman of the Board of Trustees shall be changed every twelve (12) months, to the end that one of the Trustees appointed by the Union shall serve as Chairman for twelve (12) months and one of the Trustees appointed by the Employers shall serve as Chairman for the next succeeding period of twelve (12) months.

Section 4. There shall be a Secretary of the Board of Trustees who shall keep minutes and records of all meetings, proceedings and acts of the Board of Trustees. Copies of all minutes and proceedings of the Board of Trustees shall be sent by the Secretary to all members of the Board of Trustees. The Secretary shall be changed every twelve (12) months to the end that if the Chairman is a Trustee appointed by the Employers, the Secretary must be a Trustee appointed by the Union and if the Chairman is a Trustee appointed by the Union, the Secretary must be a Trustee appointed by the Employers.

Section 5. Four (4) members of the Board of Trustees shall constitute a quorum provided that at least two (2) of such members are Trustees designated by the Union and the other two are Trustees designated by the Employers.

Section 6. At all meetings of the Board of Trustees, every act performed or decision made by a majority of the members present shall be regarded as the act of the Board of Trustees. Each member of the Board of Trustees shall have one vote on all matters.

In the event that an Employer Trustee or a Union Trustee cannot cast his vote by virtue of his absence or disability, his vote shall be equally divided among the other Employer Trustees or Union Trustees, as the case may be, who are present and voting.

In the event of a deadlock of the Board of Trustees in any matter, including the administration of the trust fund, the Board of Trustees shall agree on an impartial umpire to decide such dispute, or in the event of failure to so agree within a reasonable length of time, and on the written request of the Trustees designated by either the Employers or the Union, an impartial umpire to decide such dispute shall be appointed by the Federal Mediation and Conciliation Service.

Section 7. The Board of Trustees shall make such rules for the governing of its activities as to it may seem desirable, not inconsistent with any provision of this agreement.

Section 8. No member of the Board of Trustees shall incur any liability except for his own wilful misfeasance or gross neglect, and shall not incur any liability resulting from any action taken upon the opinion or advice of legal counsel, to the extent permitted by law.

Section 9. Allocation and Delegation of Fiduciary Responsibilities.

(a) The Trustees may, by resolution or by-law or by provisions of this Trust Agreement, allocate fiduciary responsibilities and various administrative duties to committees or subcommittees of the Board of Trustees, and they may delegate such responsibilities and duties to other individuals as they may deem appropriate or necessary in their sole discretion and consistent with the Act.

(b) The standing committees of the Board of Trustees may consist of an Executive Committee, an Eligibility Committee, an Appeals Committee, a Finance

Committee, an Employer Accounts Committee, and such other standing committees as the Trustees may wish to create by by-law or resolution.

(c) Each committee shall consist of an equal number of Employer and Employee Trustees. A quorum of a committee shall be a majority of the members of the Committee, except as may be provided otherwise. Appointment as a member of any committee shall be communicated to the appointee by the Administrator in writing. Any resignation of a Trustee as a committee member shall be submitted, in writing, to the Administrator who shall promptly notify the Trustees thereof.

(d) Any appointed member of any committee may be removed from membership in such committee by the Trustees at any time for any reason.

Section 10. Administrator and other Fiduciaries.

(a) The Trustees may appoint a paid Administrator who may be a Trustee of the Fund.

(b) The Trustees, from time to time, may provide that a person or persons can serve the Fund in more than one fiduciary capacity.

Section 11. Insurance.

The Trustees may in their discretion obtain and maintain policies of insurance, to the extent permitted by law, to insure themselves, the Trust Fund as such, as well as employees or agents of the Trustees and of the Fund, while engaged in business and related activities for and on behalf of the Trust Fund (1) with respect to liability to others as a result of acts, errors or omissions of such Trustee or Trustees, employees or agents, respectively, provided such insurance policy shall provide recourse by the insurer against Trustees as may be required by law and

(2) with respect to injuries received or property damage suffered by them. The cost of the premiums for such policies of insurance shall be paid out of the Trust Fund.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 1. Neither the establishment of the trust hereby created nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving any person whomsoever any legal or equitable right as against any employer, the Union, or the Trustees, unless the same shall be specifically provided for in this agreement or conferred by affirmative action of the Board of Trustees in accordance with the terms and provisions of this agreement.

Section 2. The trust herein is created and accepted in Washington, D.C.; all questions pertaining to said trust, its validity and the administration thereof, and the construction of this agreement, shall be determined in accordance with the laws of Washington, D.C.

Section 3. In case any provision of this agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this agreement, but this agreement shall be construed and enforced as if said illegal and invalid provisions had never been inserted herein.

ARTICLE VI
APPEALS

Section 1. The Trustees in conjunction with the Administrator, shall formulate rules and procedures for the processing of appeals from a denial of a claim for benefits. They shall hear appeals upon such terms and conditions as the rules provide and make appropriate determinations with respect thereto. The decision of the Trustees shall be binding upon all persons claiming benefits from the Fund.

Section 2. The Trustees may decide not to hear an appeal and to submit any such appeal to an impartial arbitrator or arbitrators. An arbitration held pursuant to this section shall be conducted upon such terms and conditions as the Trustees may by rule provide. The decision of the arbitrator or arbitrators shall be binding upon the Fund and the person or persons claiming benefits from the Fund only with respect to the particular appeal submitted to the arbitrator or arbitrators. The Trustees may decide to adopt the decision of the arbitrator or arbitrators in whole or in part as a precedent binding the Fund on future appeals.

ARTICLE VII
AMENDMENT OF TRUST AGREEMENT

The provisions of this Trust Agreement may be amended at any time by an instrument in writing executed by the Trustees, and consented to and approved by a majority of the Trustees, at a meeting called for the purpose of amending this Agreement, provided that no amendment shall divert or provide for the use of the Trust Fund then in the hands of the Trustees from the purposes of this Trust Fund as hereinabove set forth. It is further provided that no amendment shall permit the return to, or payment of the Trust Fund, or any part thereof, to any Employer, except a contribtion or other payment made by mistake of fact to the extent permitted by law; or so amend this Trust Agreement that there shall not be an equal number of Employer Trustees and of Employee Trustees to administer the Trust.

ARTICLE VIII
TERMINATION OF TRUST

Section 1. The trust herein created shall continue until such times as its purposes are accomplished or until either the Employers or the Union serves written notice by registered mail upon the other and upon the Chairman of the Board of Trustees of its desire to terminate the trust, in which event this agreement and this trust shall terminate sixty (60) days after the mailing of such notice, but such notice may not be given for such purpose at a date earlier than the termination date of any contract under which contributions are made to this trust.

Section 2. Upon the termination of the trust by notice as herein provided, the trust shall nevertheless continue for the sole purpose of dissolution and the trust fund shall be used by the Trustees for the sole purpose of carrying on insurance benefits then in effect until such funds are completely exhausted, upon the occurrence of which event the trust shall be completely terminated.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

EMPLOYERS	LOCAL 285, GRAPHIC ARTS INTERNATIONAL UNION
By [signature]	By [signature]
By [signature]	By Richard M. [signature]
By Donald E. Staples	By [signature]
By Donald Gentile [signature]	By [signature]

ACCEPTANCE OF TRUST

The undersigned, having been duly appointed by the EMPLOYERS as Trustees of the Trust Agreement entered into between the EMPLOYERS and LOCAL 285 GRAPHIC ARTS INTERNATIONAL UNION, dated the 26th day of September, 1979, do hereby accept the trust created by said agreement and agree to act in accordance with the terms and provisions of said agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, the 26th day of September, 1979.

By Daniel A. Gentilcore By ____________

By Donald E. Staples By [signature] Absalom

The undersigned having been duly appointed by Local 285, GRAPHIC ARTS INTERNATIONAL UNION as Trustees of the Trust Agreement entered into between the EMPLOYERS and LOCAL 285, GRAPHIC ARTS INTERNATIONAL UNION dated the 26th day of September, 1979, do hereby accept the trust created by said agreement and agree to act in accordance with the terms and provisions of said agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, the 26th day of September, 1979.

By John M. Greer By [signature]

By Donald A. Sigmund Jr. By Richard P. [signature]

ARTICLE VIII
TERMINATION OF TRUST

Section 1. The trust herein created shall continue until such times as its purposes are accomplished or until either the Employers or the Union serves written notice by registered mail upon the other and upon the Chairman of the Board of Trustees of its desire to terminate the trust, in which event this agreement and this trust shall terminate sixty (60) days after the mailing of such notice, but such notice may not be given for such purpose at a date earlier than the termination date of any contract under which contributions are made to this trust.

Section 2. Upon the termination of the trust by notice as herein provided, the trust shall nevertheless continue for the sole purpose of dissolution and the ust fund shall be used by the Trustees for the sole purpose of carrying on insurance benefits then in effect until such funds are completely exhausted, upon the occurrence of which event the trust shall be completely terminated.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

UNION EMPLOYERS DIVISION OF PRINTING INDUSTRY OF WASHINGTON, D.C., INC.

By____________________
Director of Industrial Relations

OTHER COMPANIES

By____________________

By____________________

LOCAL 285, GRAPHIC ARTS INTERNATIONAL UNION

By____________________

By____________________

By____________________

By____________________

By____________________

FIRST AMENDMENT

TO THE

TRUST INDENTURE

OF THE

LITHOGRAPHERS AND PHOTOENGRAVERS LOCAL 285 WELFARE FUND

As Amended and Restated Through September 26, 1979

1. NAME OF FUND.

Article I, Section 1, prior to subsection (a), is amended to provide as follows:

Section 1. There is hereby created and established a trust estate, to be known as "Lithographers and Photoengravers Local 285 Welfare Fund." Such trust estate, some-times hereinafter referred to as "the Fund", shall consist of the following:

2. NUMBER OF TRUSTEES.

Article IV, Section 1., is amended to provide as follows:

Section 1. The Board of Trustees shall consist of six (6) Trustees, three (3) appointed by the Union and three (3) appointed by the Employers.

UNION TRUSTEES	EMPLOYER TRUSTEES
______________________	______________________
______________________	______________________
______________________	______________________

Dated: April 18, 2006

SECOND AMENDMENT

TO THE

TRUST INDENTURE

OF THE

LITHOGRAPHERS AND PHOTOENGRAVERS LOCAL 285 WELFARE FUND

As Amended and Restated Through September 26, 1979

1. NUMBER OF TRUSTEES.

Article IV, Section 1., is amended to provide as follows:

Section 1. The Board of Trustees shall consist of eight (8) Trustees, four (4) appointed by the Union and four (4) appointed by the Employers.

2. This amendment shall be effective upon execution.

UNION TRUSTEES	EMPLOYER TRUSTEES
Edward E Williams	Michele A. Cirrincione
Richard M Crehan	Paul O. Fay
William J Tal	M Jon Vocll

Dated: November 1, 2006