



DONNA FERRARA
CHAIR

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
Self Insurance Office
20 Park Street Room 206
Albany, New York 12207

FAX (518) 402-6199



SUZANNE ALUISE
DIRECTOR OF SELF INSURANCE

September 17, 2007

Mr. Dennis Mellan
Director of Trust Operations
First Cardinal Corporation
10 British American Blvd.
Latham, NY 12110

Subject: Group Self Insurance – Workers' Compensation Law
The NY Transportation Workers' Compensation Trust / W537823

Dear Mr. Mellan:

The correspondence dated August 2, 2007, submitting Amended and Restated Trust Agreement to the above group self-insurers' Trust Agreement has been received and reviewed.

The Self Insurance Office wishes to advise you that the amendment to the Trust Agreement has been approved.

At this time, we request that an announcement of the change in the group be sent to each member to insure that they are aware of the change being made. Please add this office to the mailing.

If you have any questions, please feel free to contact me at 518-486-3359 or via e-mail at patricia.marro@wcb.state.ny.us

Sincerely,

Patricia Marro
Associate W.C. Examiner

AMENDED AND RESTATED
TRUST AGREEMENT

of the

NY TRANSPORTATION

WORKERS' COMPENSATION TRUST

(effective July 1, 2007)

**NY TRANSPORTATION
WORKERS' COMPENSATION TRUST**

*A Workers' Compensation Self-Insurance Group organized under Section 50, subdivision 3-a of the New York State
Workers' Compensation Law*

**AMENDED AND RESTATED TRUST AGREEMENT
of the
NY TRANSPORTATION WORKERS' COMPENSATION TRUST**

THIS **AMENDED AND RESTATED TRUST AGREEMENT**, dated and made effective as of July 1, 2007 (the "Trust"), is made by and between the Participating Members and the Trustees of the NY Transportation Workers' Compensation Trust.

RECITALS

WHEREAS, the Trust was established to enable qualified, electing enterprises or businesses in the State of New York (referred to herein as "Participating Members") to fund the costs of Workers' Compensation Insurance through a group self-insurance program in accordance with Section 50, subdivision 3-a of the New York State Workers' Compensation Law; and

WHEREAS, the Trustees, in the exercise of their duties and responsibilities of such Trust Agreement, now deem it necessary, appropriate and desirable to adopt a Restated and Amended Trust Agreement, to replace the original Trust Agreement, in its entirety, in furtherance of the purposes for which the Trust was formed.

NOW, THEREFORE, the Board of Trustees does hereby unanimously adopt this Amended and Restated Trust Agreement, to replace and supersede the existing Trust Agreement of the Trust in its entirety, to read as follows:

**Article I
Formation**

Section 1.01. Name.

The name of the trust created hereunder is the "NY Transportation Workers' Compensation Trust", as such name may be modified from time to time by the Board of Trustees followed by written notice to the Participating Members of the Trust. The Trust's activities may be conducted under the name of the Trust or such other name deemed advisable by the Board of Trustees.

Section 1.02. Purpose.

The purpose of the Trust is to provide and administer a group self-insurance program, as defined in and authorized by Section 50, subdivision 3-a of the New York State Workers' Compensation Law, which program includes the establishment and management of a fund for the payment of Workers' Compensation benefits to the employees of the Participating Members in accordance with the New York State Workers' Compensation Law.

Section 1.03. Office.

The office of the Trust is:
c/o First Cardinal LLC
10 British American Boulevard
Latham, New York 12110

The Board of Trustees may designate another principal office at any time, followed by prompt written notice to all Participating Members.

Section 1.04. Formation of the Trust; Trust Property.

(a) The Board of Trustees shall have the power, duty and authority to, and are hereby authorized and directed to cause, the Trust to make application to the Chairman of the New York State Workers' Compensation Board (hereinafter referred to as the "Chairman") with such agreements, contracts and other pertinent documents relating to the organization and continuation of the Trust, on a form or forms prescribed by the Chairman. The Trust shall also place on deposit with the Chairman such securities as the Chairman may deem necessary, or the deposit of cash, or the filing of irrevocable letters of credit issued by a qualified banking institution as defined by rules promulgated by the Chairman or the filing of a bond of a surety company authorized to transact business in this state in an amount to be determined by the Chairman, or the posting and filing of a combination of such securities, cash, irrevocable letters of credit, and surety bond, in an amount to be determined by the Chairman to secure the Trust's liability to pay the compensation and any other liabilities required by or provided pursuant to the New York State Workers' Compensation Law.

(b) Legal title to all assets shall be vested in the Trust. The Participating Members shall not have legal title to any part of the assets of the Trust, but shall have an undivided beneficial interest in the assets of the Trust, as and to the extent provided in the By-Laws, subject to the liabilities of the Trust.

(c) The Board of Trustees shall adopt By-Laws to govern in further detail the operations and administration of the Trust, and the rights, obligations and duties of Participating Members and Trustees, in form and substance consistent with this Trust Agreement, and the Board of Trustees shall have the power to amend, supplement, rescind or otherwise change such By-Laws from time to time.

(d) The Board of Trustees shall govern the Trust in accordance with the Chapter 67 of the New York State Consolidated Laws, Workers' Compensation Law, including but not limited to the regulations set forth at 12 New York Code of Rules and Regulations, Part 317, as such statutes, rules and regulations are amended, supplemented, modified or enforced from time to time.

Article II
Participating Members

Section 2.01. Qualifications of a Participating Member.

Each Participating Member of the Trust must: (a) Be a transportation or wholesale or other service enterprise or organization that falls in one of the predominant Classification Code of Employee or one of the Standard Industrial Classification Codes set forth on Exhibit A attached hereto and made a part hereof; (b) meet the homogeneity requirements and other requirements under the regulations of the New York State Workers' Compensation Board; and (c) meet any other requirements promulgated in the Trust's By-Laws or any resolutions or orders of the Board of Trustees.

Section 2.02. General Duties and Responsibilities.

Each Participating Member shall contribute a proportionate share of funds to be held in trust for the payment of Workers' Compensation Insurance benefits. Each Participating Member shall also deposit or pay their proportionate share of security as required by the Chairman of the Workers' Compensation Board pursuant to the Banking Law and/or regulations of the Workers' Compensation Board, in order to secure the payment of compensation benefits provided under the Workers' Compensation Law.

Section 2.03. Participating Member Liability.

All Participating Members shall and are deemed to be jointly and severally liable for all Workers' Compensation obligations incurred by the Trust, as more explicitly set forth in the By-Laws and the Indemnity Agreement that is to be executed by each Participating Member. Obligations for a particular

fiscal year of the Trust are subject to adjustment for an indefinite period prospectively as claims are evaluated, adjusted and audited subsequent to the period end. A Participating Member shall not be relieved from the liability for compensation prescribed by the Workers' Compensation Law, except by the payment therefore by the Trust. As between an employee and the Trust, notice to or knowledge of the occurrence of the injury on the part of the employer/Participating Member shall be deemed notice or knowledge, as the case may be, on the part of the Trust. The jurisdiction of the Participating Members shall, for the purposes of this Agreement, be the jurisdiction of the Trust, and the Trust shall in all things be bound by and subject to the orders, findings, decisions, and awards rendered against the Participating Members for the payment of compensation under the provisions of the Workers' Compensation Law. The insolvency or bankruptcy of a Participating Member shall not relieve the Trust from the payment of compensation for injuries or death sustained by an employee during the time the employer was a Participating Member.

Section 2.04. New Members.

An employer who meets the qualifications set forth in Section 2.01 above may apply for membership in the Trust. Such application shall be subject to approval by a majority vote of the Board of Trustees, acting in their reasonable discretion, or approval by the Board of Trustees' designated third-party administrator in accordance and consistent with the Board of Trustees' underwriting guidelines and, if required, subject to further approval of the New York State Workers' Compensation Board.

Section 2.05. Duration and Termination of Membership.

(a) Membership of a Participating Member shall be continuous until terminated or withdrawn in accordance with this Trust Agreement. The Board of Trustees may terminate the membership of a Participating Member upon the occurrence of any default by the Participating Member under this Trust Agreement or the By-Laws of the Trust.

(b) Each and every Participating Member agrees to keep a true and accurate record of the number of employees and the wages paid, and the member also agrees to furnish, upon demand, a sworn statement of the same. Such record shall be open to inspection at any time and as often as may be necessary to verify the number of employees and the amount of payroll.

(c) A Participating Member may withdraw from membership only at the expiration of a Fund Year (December 31), upon prior written notice made to the Board of Trustees, in accordance with the Trust's published procedures, received at least ninety (90) days prior to the fiscal year end of the Trust. Withdrawal by any Participating Member shall not relieve such entity from liability for any obligations accruing or owing by it for the fiscal periods during which it was a member of the Trust.

(d) The Board of Trustees is expressly authorized to impose a policy of late charges and/or interest on late remittances of policy payments, to the maximum extent permitted by applicable law, and one or more provisions for liquidated damages for untimely notice of withdrawal from the Trust or for termination on account of a material breach by the Participating Member, all as set forth in the By-Laws of the Trust.

Section 2.06. Annual and Special Meetings.

The Participating Members shall meet at least annually at a meeting called by the Board of Trustees for the purpose of electing trustees and conducting such other business as fixed by the Board of Trustees. The Board of Trustees may also declare and hold a Special Meeting of Participating Members from time to time, or as requested in writing by the greater of ten percent (10%) of the number of Participating Members as of the most recent month end or three (3) Participating Members.

Article III Trustees

Section 3.01. Trustees.

The Trust shall be managed by its Board of Trustees, each member of which shall be a natural person at least twenty-one (21) years of age.

Section 3.02. Number and qualification of Trustees.

The Board of Trustees shall at all times consist of a number of individuals not to exceed the number of Participating Members of the Trust, and in no event fewer than three (3) nor more than fifteen (15) individuals. At least two-thirds (2/3) of such Trustees shall be, or be employed by, a unique Participating Member of the Trust such that there are not more than two Trustees employed by the same Participating Member. The number of Trustees may be increased by approval a majority vote of the Trustees at a meeting duly called for such purpose, and for which a quorum is present. No Trustee shall, unless expressly permitted under the Workers' Compensation Law, represent or participate, directly or indirectly, on behalf of an injured worker or his dependants in any workers' compensation hearing.

Section 3.03. Election and Terms of Trustees.

Each Trustee after those originally elected shall serve for a term of three (3) years, with annually staggered terms so that at least one (1) Trustee is elected yearly. The Trustees shall be divided into three classes, respectively designated as Class A, Class B, and Class C. At the first Annual Meeting of the Trust, the term of the Class A Trustees shall expire, and the Class A Trustees and any existing vacancies shall be proposed and elected; at the second Annual Meeting of the Trust, the term of the Class B Trustees shall expire, and the Class B Trustees and any existing vacancies shall be proposed and elected; and at the third Annual Meeting of the Trust, the term of the Class C Trustees shall expire, and the Class C Trustees and any existing vacancies shall be proposed and elected; and so forth. Each Participating Member shall have one (1) vote, and the nominee(s) receiving the greatest number of votes, at a meeting duly called for such purpose, and for which a quorum is present, shall be elected to the position(s) to be filled. Except as otherwise set forth in this Trust Agreement, the election of Trustees, including but not limited to quorum, nominations, use of proxies, and other related rules and regulations, shall be governed by the By-Laws of the Trust, as in effect from time to time.

Section 3.04 Resignation of a Trustee.

Any Trustee may resign at any time by filing with the Trustees and the Participating Members its written resignation. Such resignation shall take effect thirty (30) days from the date of such filing or upon election of a successor pursuant to Section 3.03, whichever shall first occur. Such vacancy shall be filled according to Section 3.07 below.

Section 3.05 Removal of a Trustee.

The Board of Trustees may, at a meeting duly called for the purpose, with proper notice, and for which a quorum is present, remove a Trustee at any time, with or without cause, by delivering to such Trustee a written notice of its removal. The Participating Members may, at a meeting duly called for the purpose, with proper notice, and for which a quorum is present, remove a Trustee at any time, with or without cause, by delivering to such Trustee a written notice of its removal. Notwithstanding anything to the contrary contained in this Trust Agreement, a vote on removal of a Trustee by the Board or by the Participating Members must be approved by a majority (more than ½) of the members of the Board of Trustees or a majority (more than ½) of the Participating Members then in good standing, as the case may be. Such removal shall not take effect prior to ten (10) days from such delivery unless the Trustee agrees to an earlier effective date. A Trustee who has been removed from the Board of Trustees by the provisions hereunder may not serve on the Board of Trustees again for a period of one year following the effective date of

removal.

Section 3.06 Election of Successor Trustee following Removal.

Following removal, a Successor Trustee shall be elected by a vote of the Participating Members, pursuant to Section 3.03. Upon election, the Successor Trustee shall execute an acceptance in writing, acknowledged in the same form as this Agreement. All of the provisions set forth herein with respect to the Trustees shall relate to each successor with the same force and effect as if such successor had been originally named as Trustee hereunder. If a successor is not elected within sixty (60) days after the effective date of removal, the Trustees may, but shall not be required to, apply to any court of competent jurisdiction for appointment of a successor.

Section 3.07. Other Vacancies.

Vacancies created by resignations, and newly created positions resulting from an increase in the number of Trustees, may be filled by a vote of a majority of the Trustees then in office, at a meeting duly called for such purpose, and for which a quorum is present, and a Trustee elected to fill such vacancy shall be elected to serve for the unexpired term of such Trustee's predecessor.

Section 3.08. Rights, Duties and Powers.

(a) The Board of Trustees shall have the power, duty and authority to, and are hereby authorized and directed to, manage all assets received by them which, together with the income and gains therefrom, constitute the Trust. The Board of Trustees shall meet at least once in each fiscal year of the Trust. The Board of Trustees shall control, manage, invest, and reinvest the Trust, collect the income thereof, and make payments therefrom, and shall have the further administrative powers as authorized under applicable law, intending to be construed in the broadest possible manner, in their discretion:

- (i) To cause any investment to be registered and held in the name of one or more of its nominees, or one or more nominees of any system, for the central handling of securities.
- (ii) To collect and receive any and all money and other property due to the Trust, and to give full discharge therefor.
- (iii) To employ or otherwise engage a third party administrator to carry on all operational activities of the Trust, or employ or engage such other employees or agents, and managers, contractors, advisors, consultants and pay reasonable compensation for such services, and otherwise incur expenses that are necessary or incidental to carry out any of the purposes of the Trust.
- (iv) To execute and file any documents prepared by any agents or sub-agents of the Trust, or take any other acts determined by the Board of Trustees to be necessary to maintain the Trust in good standing with the Workers' Compensation Board of the State of New York.
- (v) To bring or defend, pay, collect, settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust, to commence or defend suits or legal proceedings to protect any interest of the Trust, and to represent the Trust in all suits or legal proceedings in any court or before any other body or tribunal.
- (vi) To engage one or more licensed brokers to procure excess or insurance or reinsurance as considered necessary, appropriate or desirable, consistent with rules and regulations of the Workers' Compensation Board.
- (vii) To generally do all acts, whether or not expressly authorized, which the Trustees may deem necessary or desirable for the protection of the Trust, consistent with applicable law and those

regulations promulgated by the Chairman.

(b) Each Trustee shall be entitled to reasonable compensation as approved by the Board of Trustees, to the extent considered ordinary and reasonable for the undertaking of their duties, both for presence at Trustee meetings, for other efforts in preparing for meetings and otherwise as and to the extent permitted under the New York State Workers' Compensation Law.

Section 3.09. Action by the Board of Trustees.

(a) Quorum. At any meeting of the Trustees, a majority of the Trustees then in office shall constitute a quorum. However, the lesser number when not constituting a quorum may adjourn the meeting from time to time until a quorum shall be present or represented.

(b) Taking of Action. Unless this Trust Agreement requires a greater percentage, the affirmative vote of a majority of the Trustees present at any meeting of the Board of Trustees, at which a quorum has been established, shall be necessary for the transaction of any item of business. Any resolution, in writing, signed by all Trustees, shall be and constitute action by such Trustees to the effect therein expressed with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of Trustees.

Section 3.10. Indemnification of Trustees.

(a) The Trust shall indemnify, defend, and hold harmless the Trustees from and against any and all damages, losses, claims, actions, suits, penalties, liabilities, costs, or expenses arising out of, or relating to, the performance of his, her or their obligations and responsibilities hereunder, in any suit, or civil, criminal, administrative or investigative proceeding or other action, whether pending, threatened, contemplated or completed, and any judgments, fines, and amounts paid in settlement actually and reasonably incurred by him, her or them in connection with any such suit, proceeding or other action, so long as such Trustee's actions are consistent with, and in discharge of, their obligations and responsibilities with reasonable care, diligence and prudence in good faith, and with respect to any criminal action or proceeding, did not have reason to know, after due investigation, that his, her or their conduct was unlawful; provided, however, that the foregoing indemnification shall not be available to any such person if a judgment or other final adjudication adverse to the director or Trustee establishes that: (i) His or her acts were committed in bad faith or were the result of the Trustee's gross negligence or willful or intentional misconduct and, in either case, were material to the cause of action so adjudicated; or (ii) he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. Such right of indemnification shall not be deemed exclusive of any other rights he or she may be entitled to under the By-Laws, or any other agreement, vote of members, or otherwise.

(b) All expenses incurred in defending a civil or criminal action or proceeding which are advanced by the Trust under paragraph (a) above shall be repaid in case the person receiving such advancement or allowance is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced by the Trust or allowed by any court exceed the indemnification to which he or she is entitled.

(c) The Trustees are expressly authorized to purchase insurance at the cost and on behalf of the Trust for the indemnification provided for herein.

Section 3.11 Exculpation.

(a) No Trustee shall be liable, responsible or accountable in damages or otherwise to the Trust or any Participating Member for any loss, damage, or claim by reason of any act or omission performed or omitted by such Trustee in good faith on behalf of the Trust and in a manner such Trustee reasonably believed to be within the scope of authority conferred on such Trustee by this Trust Agreement or by law, except that such Trustee may be liable for any such loss, damage or claim incurred by reason of such Trustee's gross

negligence or willful misconduct with respect to such acts or omissions.

(b) A Trustee shall be fully protected in relying in good faith upon the records of the Trust and upon such information, opinions, reports or statements presented to the Trust by any person as to matters the Trustee reasonably believes are within such other person's professional or expert competence and who, if selected by such Trustee, has been selected by it with reasonable care on behalf of the Trust, including information, opinions, reports or statements as to the value and amount of the assets, liabilities and reserves, profits, losses, or any other facts pertinent to the existence and amount of assets from which dividends to Participating Members might properly be paid.

Section 3.12. Miscellaneous Provisions relating to Trustees.

(a) Communications to the Trustees shall be sent to the Board of Trustees' office specified in this Trust Agreement or to such other address as the Trustees may specify in writing to the membership of the Trust. Notices of claims shall be provided by ordinary means of communication in accordance with rules, regulations and procedures promulgated by the Board of Trustees or their duly designated third-party administrator. Notices of withdrawal from the Trust, or claims against the Board of Trustees or any Trustee or its or his duly designated third-party administrator, shall be sent by certified mail, return receipt requested, or by overnight mail with receipt of confirmation, or be hand delivery, with acknowledgement of receipt. Any other communications shall be deemed made upon confirmation of facsimile transmission or upon the third day after deposit in the United States mail, postage prepaid. No communication shall be binding upon this Trust or the Trustees until it is received by the Trustees.

(b) The Board of Trustees may consult with any legal counsel, at the reasonable cost and expense of the Trust, or with representatives of the Workers' Compensation Board, with respect to the construction of this Trust Agreement, with respect to New York State Workers' Compensation Law or rules and regulations thereunder, actual or proposed, their duties hereunder, or any act which they propose to make or omit.

(c) The Board of Trustees shall discharge their duties hereunder with the ordinary care, skill, 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 like character and with like aims. Each Trustee, by accepting his or her appointment, acknowledges the strict and undivided loyalty of the Trustee to the Trust and its beneficiaries in the administration of the Trust, and the obligation of the Trustee to administer the Trust in accordance with applicable law, including but not limited to regulations set forth at 12 New York Code of Rules and Regulations, Part 317, or successor rules or regulations thereto. The Board of Trustees or any Trustees individually shall not be liable for any loss sustained by the Trust by reason of the purchase, retention, sale, or exchange of any investment made in good faith and in accordance with the provisions of this Agreement and of any applicable law or regulations.

(d) The Board of Trustee's duties and obligations shall be limited to those expressly imposed upon it by this Trust Agreement.

Article IV
Financial Affairs of the Trust

Section 4.01. Investments.

(a) The primary objectives of the investment of Trust property are the production of income and the preservation of Trust principal.

(b) In furtherance of such objectives, and in the exercise of their prudent judgment under the prevailing circumstances, the Board of Trustees shall invest the funds of the Trust in any property as permitted by the Chairman of the Workers' Compensation Board, under 12 New York Code of Rules and

Regulations, Part 317, or successor rules or regulations thereto, including, to the extent permitted by applicable regulations, but otherwise without limitation, certificates of deposit, demand or time deposits, or overnight bank deposits with banks having assets of at least one billion dollars, repurchase agreements, investment grade money market funds, common and preferred stocks, bonds, notes and debentures (expressly excluding stock or security owned, directly or indirectly, by any Trustees, Participating Members, or the approved claims management corporation, or their respective affiliates, or of any group, claims or third-party administrator), share of investment companies and mutual funds, interests in partnerships and trusts, insurance policies and contracts. All investments are limited to the classes of property in which trustees are authorized to invest trust funds under the laws of the State of New York, and all such investments must be consistent with the regulations set forth by the Chairman of the Workers' Compensation Board. All investments shall be so diversified as to minimize the risks of large losses, unless, under the specific circumstances, it is clearly prudent not to do so in the judgment of the Trustees.

(c) In the exercise of their prudent judgment, the Trustees may take into consideration advice given them by bankers, attorneys, brokers and others considered qualified to give investment advice and counsel.

(d) The Trustees may, but are not required to, secure a bond or other surety from any investment advisor they select to advise the Trust in the management of Trust property.

Section 4.02. Payments and Distributions from the Trust Fund.

(a) The Board of Trustees shall have the power, duty and authority to, and are hereby authorized and directed to make such payments and distributions from the Trust at such time or times, and to such person or persons, including a paying agent or agents designated by any fund administrator, by any group, claims, or third-party administrator as paying agent, as such administrator shall direct in writing. Any cash or property so paid or delivered to any paying agent shall be held in trust by such payee until disbursed in accordance with the Trust. Such administrator shall direct such payment by the Board of Trustees for Workers' Compensation-related expenses, costs and liabilities, and for expenses related to the administration, marketing, protection and investment activities of the Trust, and for selling policies to approved, new Participating Members.

(b) The Board of Trustees may make any distribution or payment required to be made by the Trust by mailing its check for the specified amount or delivering the specified property to the person to whom such distribution or payment is to be made at such address as may have been last furnished to the Board of Trustees, or, if no such address shall have been so furnished, to such person in care of the claims, group, or third-party administrator, or, if so directed by such administrator, by crediting the amount of such person's account or by transferring funds to such person's account by wire or transfer.

(c) The Board of Trustees may, but shall not be required to, declare or distribute as dividends annually all or a portion of the excess Trust property, if any, remaining after the payment of proper Trust expenditures and expenses, and the prudent maintenance of reserves, on the advice of actuaries, attorneys and accountants who may be employed from time to time by the Board of Trustees. The judgment of the Board of Trustees in maintaining prudent self-insurance reserves, consistent with the advice of a licensed actuary and absent bad faith, breach of loyalty or self-dealing, shall be conclusive and binding on the Trust. Any positive balances in one or more funds established by the Board of Trustees resulting from overall loss experience of the Trust shall be available as a return of contributions or be taken into account in establishing the contribution in subsequent years in accordance with a plan as adopted and amended from time to time by the Board of Trustees of the Trust. Although each Participating Member assumes joint and several responsibility for obligations of the Trust, the Board shall balance the interests of providing a stable claims and investment history with reasonable measures to assign claims losses and investment income to applicable fiscal years of the Trust in declaring or assigning assessments or distributions, as the case may be, to Participating Members.

Section 4.03. Financial Statements and Recordkeeping.

(a) The Board of Trustees shall keep full accounts of their receipts and disbursements. The financial

statements, books and records with respect to the Trust shall be open to inspection by any Participating Member at reasonable times, under reasonable conditions of confidentiality, during business hours of the Trust or the Trust's third-party administrator, and may be audited each fiscal year by an independent certified public accountant. The Board of Trustees shall file all financial, actuarial, and any other reports required by the Chairman in a complete, accurate and timely manner.

(b) Within the time period, if any, prescribed by the Chairman of the Workers' Compensation Board, following the close of each year or any termination of the duties of the Trustees, the Trustees shall prepare, sign and make available or mail to every Participating Member a suitable financial account of their acts and transactions as Trustees hereunder. The account shall show the balance in the Trust Fund at the beginning of the period, current period contributions, and amount of and nature of final payments, including a separate accounting for claims management, legal expenses, claims paid, etc., and the Trust Fund balance.

(c) The Board of Trustees shall have the right to apply at any time to a court of competent jurisdiction for judicial settlement of any account of the Trustees not previously settled. In any such action or proceeding, it shall be necessary to join as parties only the Trustees (although the Trustees may also join such other parties as they may deem appropriate), and any judgment or decree entered therein shall be conclusive.

Article V **Duration of the Trust**

Section 5.01. Duration and Termination.

This Trust shall continue for such time as may be necessary to accomplish the purposes for which it was created, but it is a revocable Trust and may be terminated at any time by a two-thirds (2/3) concurrent vote of all of the Participating Members then in good standing, at a meeting duly called for such purpose, and for which a quorum is present. Notice of such termination shall be given to the Board of Trustees by an instrument, in writing, executed by at least two-thirds (2/3) of the Participating Members then in good standing, or by a certified notice from a duly authorized inspector of election presiding over such meeting. Notice shall also be given to the Chairman of the Workers' Compensation Board, to the extent required by applicable law and regulation.

Section 5.02. Termination Reserve Fund.

Upon termination of the Trust, the Board of Trustees shall maintain a Termination Reserve Fund, in an amount to be determined or approved by the Chairman of the Workers' Compensation Board, to pay costs, expenses and claims which may arise from events which occur during the period of group self-insurance. While maintaining such Termination Reserve Fund, the Board of Trustees shall possess all duties and powers specified in this Trust Agreement. Upon termination of the Trust, the Board of Trustees shall obtain a determination of the adequacy of the Termination Reserve Fund balance as of the date of termination from an independent actuary, insurance company, or broker. Based upon such determination of adequacy, the Board of Trustees shall take such action as may be appropriate under the circumstances concerning the disposition of the Trust. The Board of Trustees shall have the Trust's final accounts settled, and, after divesting themselves of the assets of the Trust, pursuant to the authorization of the Chair, each Trustee shall then be relieved of all personal responsibility for the administration of the Trust.

Article VI **Amendment of Trust Agreement**

Section 6.01 Amendment.

By an instrument, in writing, delivered to the Participating Members, executed pursuant to the Order of the Board of Trustees, the Trustees shall have the right at any time, and from time to time, to amend this Trust Agreement with the consent and approval of the Workers' Compensation Board, if required, except that the

duties and responsibility of the Participating Members shall not be materially increased without the approval thereof by at least two-thirds (2/3) of the Participating Members voting at a meeting duly called for such purpose, and for which a quorum is present. Any such Amendment shall not become effective until the last to occur of the following: (a) Delivery to the Participating Members of the written instrument of proposed amendment; (b) endorsement by the Participating Members on such instrument of receipt thereof; (c) if required, the resolution of approval by the Participating Members; and (d) approval, if and to the extent required, by the Workers' Compensation Board. The Chairman of the Workers' Compensation Board must receive a copy of any amended trust agreement, as well as amendments to any other filings required by applicable law or regulation.

Article VII
Miscellaneous Provisions

Section 7.01. Counterparts.

This Trust Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be an original, and all of such counterparts shall together constitute one and the same agreement.

Section 7.02. Governing Law.

This Trust Agreement and the Trust thereby created shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflict of laws.

Section 7.03. Authorization to Execute Documents.

The approved group, claims, or third-party administrator, or any Trustee acting by resolution of the Board of Trustees, will handle all servicing or preparation of forms, documents or other instruments.

Section 7.04. Severability.

Whenever possible, each part of this Trust Agreement must be interpreted as enforceable under applicable law. If part of this Trust Agreement is found to be unenforceable under applicable law, it shall be unenforceable only to the extent required by applicable law, and the remainder of this Trust Agreement is intended to and shall be otherwise fully enforceable.

Article VIII
Acceptance of the Trust

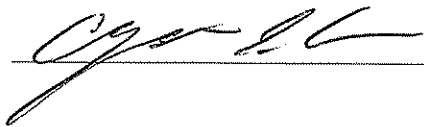
Section 8.01 Acceptance of the Trust.

This Amended and Restated Trust Agreement is hereby accepted and adopted by unanimous written consent and approval of the Trustees designated for the Trust, and the Participating Members hereby acknowledge their acceptance of the Trust upon due adoption hereof. As of the Effective Date, this Amended and Restated Trust Agreement replaces and supersedes the existing Trust Agreement of the Trust in its entirety.

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IN WITNESS WHEREOF, the parties hereto have accepted this Amended and Restated Trust Agreement of the NY Transportation Workers' Compensation Trust, effective as of the date first set forth above.

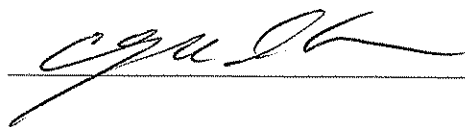
WITNESS

By:  _____

TRUSTEE

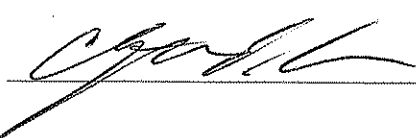
By:  _____
Print name: **Russell Draper**
Member: Class A of the Board of Trustees

WITNESS

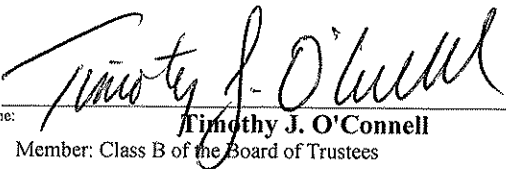
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TRUSTEE

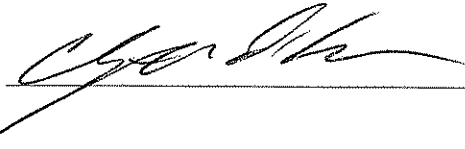
By:  _____
Print name: **Dana Wells**
Member: Class A of the Board of Trustees

By:  _____

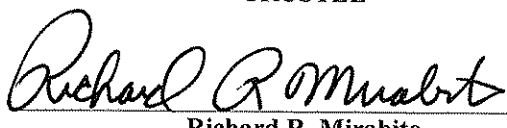
TRUSTEE

By:  _____
Print name: **Timothy J. O'Connell**
Member: Class B of the Board of Trustees

WITNESS

By:  _____

TRUSTEE

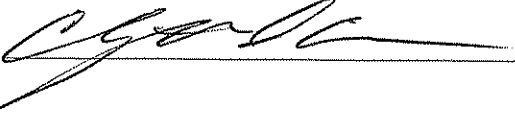
By:  _____
Print name: **Richard R. Mirabito**
Member: Class B of the Board of Trustees

By:  _____

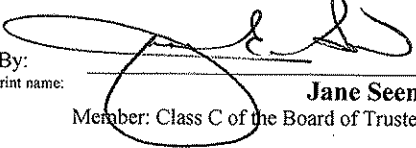
TRUSTEE

By:  _____
Print name: **James R. Pietropaoli**
Member: Class C of the Board of Trustees

WITNESS

By:  _____

TRUSTEE

By:  _____
Print name: **Jane Seen**
Member: Class C of the Board of Trustees

**NY TRANSPORTATION
WORKERS' COMPENSATION TRUST**

Participating Member Class Codes

The Member, by virtue of applying for admission of the Trust, is deemed to have represented and warranted to the Trust that he/she/it is a transportation or wholesale enterprise or organization whose predominant payroll falls in one of the following Classification Codes:

Predominant exposure must correspond to one of the following Classification Codes:

4000	Sand or Gravel Digging & Drivers
7219	Trucking NOC – All Employees & Drivers
7380	Drivers NOC
7590	Garbage Works
8018	Wholesale NOC – Predominant Driving Exposure
8232	Lumberyard New Materials Only: All Employees & Yard Warehouse
8264	Bottle Dealer – Used & Drivers
8350	Gasoline Dealer & Drivers
8353	Gas Dealer – L.P.G. & Drivers
8745	News Agent or Distributor of Magazines or Other Periodical – Not Retail
8751	Route Salesperson
9403	Garbage, Ashes, or Refuse Collection & Drivers

or have one of the following Standard Industrial Classification Codes, Major Indexes:

STANDARD INDUSTRIAL CLASSIFICATION CODES

3273	Ready Mix Concrete
4212	Local Trucking Without Storage
4213	Trucking, Except Local
4214	Local Trucking With Storage
4215	Courier Service, Except by Air
4221	Farm Product Warehousing & Storage
4222	Refrigerated Warehousing & Storage
4225	General Warehousing & Storage
4226	Special Warehousing & Storage
4231	Terminal & Joint Terminal Maintenance Facilities for Motor Freight Transportation
4922	Natural Gas Transmission & Distribution
4923	Natural Gas Distribution
4924	Mixed, Manufactured, of Liquefied Petroleum Gas Production and/or Distribution
4941	Water Supply
4952	Sewerage Systems
4953	Refuse Systems
4959	Sanitary Systems
4961	Steam & Air Conditioning Supply
5983	Fuel Oil Dealers
5989	Liquefied Petroleum Gas (Bottled Gas) Dealers

[Balance of this page is intentionally left blank.]

and

Standard Industrial Classification Codes 5000-5199 Wholesale Trade (Risks who have over 5 vehicles),),
Excluding the Following:

5012

Automobiles and Other Motor Vehicles

In circumstances or instances in which there is common ownership of multiple entities involving a proposed trust participant, all affiliated entities would be eligible for membership in the Trust provided that the predominant Classification Code of Employee or Standard Industrial Classification Code of the affiliated entities, taken together, falls within one or more of the above listed schedule of codes. Such circumstances usually arise, but are not necessarily limited to, a parent company relationship to one or more principal operating entities.