

**PACE INDUSTRY
401(k) FUND**

**AMENDED AND RESTATED
AGREEMENT AND DECLARATION OF TRUST**

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PACE INDUSTRY 401(k) FUND

AMENDED AND RESTATED

AGREEMENT AND DECLARATION OF TRUST

THIS AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST is made and entered into effective as of the last date executed below, and is adopted by the signatory Trustees hereto.

WITNESSETH:

WHEREAS, the various employers and the Locals of the PACE International Union, AFL-CIO have entered and will enter in the future into collective bargaining agreements that provide, *inter alia*, for contributions by employees and employers to a trust fund for the purpose of providing retirement and tax deferred savings benefits to employees;

WHEREAS, to provide such benefits, the Paper Industry 401(k) Fund was established;

WHEREAS, effective January 4, 1999, the PACE International Union and the Oil, Chemical and Atomic Workers International Union merged to form the PACE International Union ("PACE");

WHEREAS, the Board of Trustees wishes to amend the Trust Agreement and change the name of the Fund;

NOW, THEREFORE, it is agreed that the Amended and Restated Agreement and Declaration of Trust states as follows:

ARTICLE I - DEFINITIONS

Section 1. Agreement or Trust Agreement. The term "Agreement" or "Trust Agreement" as used herein shall mean this Amended and Restated Agreement and Declaration of Trust, as amended from time to time.

Section 2. Beneficiary. The term "Beneficiary" as used herein shall mean a person designated by a Participant, or by the terms of the Plan, who is or may become entitled to a benefit thereunder.

Section 3. Code. The term "Code" means the Internal Revenue Code of 1986, as amended from time to time.

Section 4. Collective Bargaining Agreement. The term "Collective Bargaining Agreement" means an agreement or agreements between an Employer and the Union or its Locals, requiring Contributions to the Fund.

Section 5. Contributions. The term “Contributions” as used herein shall mean the money paid or payable into the Trust pursuant to the terms of a Collective Bargaining Agreement or Participation Agreement and pursuant to a salary reduction agreement between the Employer and the Participant.

Section 6. Employee or Employees. The term “Employee” or “Employees” as used herein shall mean:

(a) any person covered by a Collective Bargaining Agreement that has been approved or accepted by the Board of Trustees, and a Participation Agreement, and who is engaged in employment with respect to which the Employer is obligated to make Contributions to the Trust;

(b) if admitted to participation by the Trustees, any employee of the Union or its Locals or the Fund covered by a Participation Agreement and who is engaged in employment with respect to which the Union, its locals, or Fund is obligated to make Contributions to the Trust;

(c) if admitted to participation by the Trustees, any employee employed by an Employer described in Article I, Section 7(a) who is covered by a collective bargaining agreement with a union other than the Union, and is covered by a Participation Agreement that requires contributions to the Trust for all such employees;

(d) if admitted to participation by the Trustees, any employee employed by an Employer described in Article I, Section 7(a) who is not covered by a collective bargaining agreement with a union, providing that the Contributing Employer has signed a Participation Agreement that requires contributions to the Trust in accordance with the authorization of the Employee, and such Contributing Employer pays any administrative expense attributable to testing compliance with the Code provisions relating to participation by such an Employee and complies with the terms of the Plan regarding participation in the Plan by noncollectively bargained employees.

Section 7. Employer or Employers. The term “Employer” or “Employers” as used herein shall mean:

(a) any employer that has signed a Collective Bargaining Agreement with the Union or its Locals (and any amendments thereto and renewals thereof) that has been approved or accepted by the Board of Trustees, and a Participation Agreement, obligating said employer to be bound by this Agreement and the actions of the Board of Trustees and calling for Contributions into the Trust.

(b) the Union or its Locals and the Fund, if such organization has executed a Participation Agreement with the Fund calling for contributions to the Trust, and has been accepted for participation by the Board of Trustees. Notwithstanding this subsection, the

Union, its Locals, and the Fund shall not participate in the selection or replacement of Employer Trustees or vote as an Employer in any matter.

An Employer shall be bound by the provisions of this Agreement. An Employer that ceases to be an Employer shall continue to be subject to the provisions of this Agreement to the extent necessary to give effect to any obligations relating to its status as an Employer.

Section 8. ERISA. The term "ERISA" as used herein shall mean the Employee Retirement Income Security Act of 1974, as amended.

Section 9. Fund. The term "Fund" as used herein shall mean the PACE Industry 401(k) Fund.

Section 10. Locals. The term "Locals" shall mean local unions of the PACE International Union.

Section 11. Named Fiduciary. The term "Named Fiduciary" as used herein shall mean the Board of Trustees of the PACE Industry 401(k) Fund.

Section 12. Participant. The term "Participant" as used herein shall mean participant as defined in the Plan.

Section 13. Participation Agreement. The term "Participation Agreement" as used herein shall mean an agreement acceptable to the Board of Trustees that evidences the obligation of the signatory thereto to be bound by this Agreement and the actions of the Board of Trustees, and to make Contributions into the Trust.

Section 14. Plan. The term "Plan" as used herein shall mean the PACE Industry 401(k) Plan document established and maintained pursuant to this Agreement, as amended from time to time.

Section 15. Trust. The term "Trust" as used herein shall mean the assets of the Fund and shall include the corpus and earnings, appreciations, or additions thereon and thereto held by the Board of Trustees for the purposes set forth in this Agreement and the Plan.

Section 16. Trustees or Board of Trustees. The term "Trustees" or "Board" of Trustees" means those persons designated in accordance with Article III of this Agreement, as well as any successor Trustees.

Section 17. Union. The term "Union" as used herein shall mean the PACE International Union, and any successor by combination, consolidation or merger.

ARTICLE II - NAME AND PURPOSE OF THE FUND

Section 1. There is hereby established a Trust to be known as the PACE Industry 401(k) Fund.

Section 2. The PACE Industry 401(k) Fund shall be a trust fund and shall be used for the exclusive purpose of providing retirement and tax deferred savings to participants and their beneficiaries, and shall further provide the means for defraying reasonable expenses of the operation and administration of the Fund, in accordance with this Agreement.

ARTICLE III - TRUSTEES

Section 1. The Fund shall be administered by the Board of Trustees, which shall consist of eight (8) Trustees, four (4) of whom represent Employers ("Employer Trustees") and are appointed by the Employers as herein provided, and four (4) of whom represent the Union ("Union Trustees") and are appointed by the Union as herein provided. The number of Trustees may be increased from time to time by vote of the Trustees, but there shall always be an equal number of Employer and Union Trustees, and in no event shall there be more than seven (7) Employer Trustees and seven (7) Union Trustees. In the event the Board of Trustees votes to increase the number of Trustees administering the Fund, the additional Employer Trustee(s) shall be appointed by the then serving Employer Trustees and the additional Union Trustee(s) shall be appointed by the Union.

Section 2. As of the execution of this Agreement the following have been designated as the Trustees:

Union Trustees

Boyd Young
Donald L. Langham
James Murray
Mario Scarselletta, Jr.

Employer Trustees

Gayle Sparapani
Patricia Barnard
Jane Lateer

Each Trustee shall continue to serve until his death, incapacity, resignation, or removal as hereinafter provided.

Section 3. Each Trustee shall consent to and accept his appointment as Trustee in writing.

Section 4. In case any Union Trustee shall be disqualified, die, become incapable of acting hereunder, resign, or be removed as hereinafter provided, a successor Union Trustee shall immediately be appointed by the Union. In case any Employer Trustee shall be disqualified, die, become incapable of acting hereunder, resign, or be removed as hereinafter provided, a successor Employer Trustee shall immediately be appointed by the remaining Employer Trustees.

Section 5. If a Trustee chooses to resign, he must give thirty (30) days prior written notice to the Chairman and to the Secretary of the Board of Trustees of his desire to resign. Such notice shall set forth the date on which the Trustee wishes his resignation to become effective.

Section 6. Any Employer Trustee may be removed by a written notice of removal signed on behalf of a majority of the Employer Trustees and sent to the Trustee being removed and the remaining Trustees. Any Union Trustee may be removed by a written notice of removal signed on behalf of the Union and sent to the Trustee being removed and the remaining Trustees.

Section 7.

(a) There is hereby imposed a duty on the remaining Trustees to fill all vacancies promptly.

(b) If the Union fails to fill a vacancy within thirty (30) days then in such event the then serving Union Trustees shall have the right to fill such vacancy by an instrument in writing signed by said Union Trustees. In case any such Union Trustee vacancy is filled by action of the Union Trustees under the preceding sentence, any such Trustee may be removed by a written notice of removal from the Union, pursuant to Section 7. Such notice of removal shall not become effective unless it contains the name, and written acceptance, of the person designated to fill the vacancy created by the removal.

(c) In the event of a removal and/or continued Trustee vacancy for any reason for ninety (90) days, the Board of Trustees may petition a presiding judge of the United States District Court of the district where the Fund maintains its principal office, for appointment of a successor Trustee.

Section 8. Any instrument of removal or appointment of a Trustee together with the written acceptance, shall be effective when duly sent to the Chairman and to the Secretary of the Board of Trustees.

Section 9. Any Trustee shall, immediately upon appointment as Trustee and upon acceptance of his appointment in writing, become vested with all the property, writings, powers and duties of a Trustee hereunder, and notice of the appointment of the successor Trustee shall be given, to any bank used as a depository for the Trust, as well as to any other institution or person holding any of the Trust.

Section 10. Pending appointment of a successor Trustee in accordance with this Article, subject to the provision of Article IV, no vacancy in the Board of Trustees shall impair the power of the remaining Trustees to administer the Trust and the Plan.

Section 11. It is the intent of the Union and the Employers that the Trust and the Plan shall at all times be administered by an equal number of Employer and Union Trustees and, therefore, a successor Trustee shall forthwith be designated in the manner described in this Article.

ARTICLE IV - ORGANIZATION AND OPERATION OF THE BOARD OF TRUSTEES

Section 1.

(a) The Board of Trustees shall meet whenever necessary to administer the Trust and Plan. There shall be at least one (1) regular meeting of the Board of Trustees per calendar year.

(b) Any regular meeting of the Board of Trustees may be called by the Chairman and Secretary, or by at least 50% of all of the Trustees or by four Trustees, whichever is less, upon the giving of at least ten (10) days' written notice of the time and place of such meeting to the other Trustees. Meetings of Trustees may be held at any time without notice if all the Trustees consent thereto.

(c) Actions pursuant to this Agreement may also be taken by the Trustees without a meeting provided, however, that in such cases there be unanimous written approval by all of the Trustees then in office of the action to be taken. Any Trustee may participate in a meeting of the Board of Trustees by means of a conference telephone or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 2. The Trustees shall designate one of their number to act as Chairman and one to act as Secretary. If the Chairman is an Employer Trustee the Secretary shall be a Union Trustee, and vice versa. These officers may be alternated annually based on a calendar year between Employer and Union Trustees if voted by the Trustees. The Secretary shall be responsible to determine that accurate records of all actions of the Trustees, including minutes for all Trustees' meeting, are maintained. A copy of such minutes shall be retained as a record of the Plan and one copy thereof shall be distributed to each Trustee.

Section 3. In all meetings of the Trustees a quorum for the transaction of business shall consist of at least four (4) Trustees present in person or by written proxy, provided there are at least two (2) Employer Trustees and at least two (2) Union Trustees.

A quorum of the Board shall entitle the Board to act as the Named Fiduciary under ERISA.

Section 4. Decisions of Trustees. Decisions of the Trustees at a meeting shall be made by the concurring votes of the Union Trustees voting as a group, and of the Employer Trustees voting as a group. A majority vote of the Union Trustees, or of the Employer Trustees, as the case may be, shall be deemed to be the vote of that group. Such concurring vote shall govern not only this article but any portion of this Agreement that refers to action by the Trustees. In the event a group is unable to obtain a majority vote by reason of the absence of a Trustee of such group, the vote of such absent Trustee may be obtained by means of a telephone conference call between the absent Trustee and

of a tie vote between the two groups of Trustees, or because of the lack of a quorum at two successive meetings duly called, the matter may then be submitted to arbitration as hereinafter provided in Article XIII.

Section 5. Any Union or Employer Trustee may, by written authorization, empower any other Union or Employer Trustee, as the case may be, to act on his behalf and to use his name for execution or signature of any document for the purposes of administering the Trust and Plan.

Section 6. Except as hereinafter provided, in any instrument in writing executed by the Trustees, the Trust and the Trustees shall be bound by the signature of any two (2) Trustees, provided that one of such signing Trustees shall be an Employer Trustee and one a Union Trustee, and all persons, firms, corporations or associations dealing with the Trust shall be entitled to rely upon such signatures as being authorization to bind the Trust and Trustees.

ARTICLE V - MANAGEMENT AND ADMINISTRATION OF THE TRUST AND PLAN

Section 1. The Board of Trustees shall have the power and authority to administer the Trust and Plan, and perform all acts, including those not specifically provided for in this Agreement, deemed necessary by the Board of Trustees to exercise and enforce all rights of the Trust and Plan, and to carry out their purposes. This power and authority shall be vested exclusively with the Board of Trustees, except the Board of Trustees shall have the power to delegate fiduciary responsibilities to an independent fiduciary or to specified Trustees, provided such Trustees shall equally represent the Union and Employer Trustees; and to designate persons other than the Trustees to carry out fiduciary responsibilities as provided in this Agreement.

Section 2. The Trustees intend that the Fund satisfy the requirements of Section 404(c) of ERISA and therefore the participants in the Fund shall have the authority and discretion to direct the investment of their account balances by choosing from a broad range of investment alternatives as made available by the Trustees. To the extent that participants fail to direct the investment of their account balances, the Trustees shall invest those assets in accordance with Section 4 below.

Section 3.

(a) The Trustees are authorized to delegate custody of all or a portion of the Trust. Such custodian shall hold the Trust as directed in writing by the Board of Trustees. Such custodian shall receive such reasonable compensation, chargeable against the Trust, as shall be agreed to by the Board of Trustees.

(b) The Board of Trustees is authorized to retain an investment agent or advisor, whether it be a bank or trust company or a corporation or an individual, to counsel and advise the Board of Trustees in all matters relating to investments and reinvestments, and to manage such investments. The Board of Trustees, as the Named Fiduciary of the Trust and Plan, may enter into a contract with an investment manager as defined by Section 3(38) of ERISA,

in a manner consistent with said Section 3(38), for the professional management of the Trust. Such investment agent or manager shall receive such reasonable compensation, chargeable against the Trust, as shall be agreed to by the Board of Trustees.

(c) The Board of Trustees is authorized to appoint a bank, trust company, insurance company or other financial institution as co-trustee (hereinafter "Corporate Trustee"), and to enter into a contract with such Corporate Trustee to delegate all or part of the authority of the Board of Trustees with respect to the proper management of the Trust. The Board of Trustees may convey and transfer to the Corporate Trustee all or part of the Trust. Such Corporate Trustee shall receive such reasonable compensation, chargeable against the Trust, as shall be agreed to by the Board of Trustees.

(d) The Board of Trustees may delegate certain duties to a professional administrative manager.

(e) The Board of Trustees may delegate any administrative duties to any agent or employee of the Board of Trustees.

Section 4. The Board of Trustees shall have full and complete authority and control over the Plan. In operating and administering the Trust and Plan, the powers and/or duties of the Board of Trustees, or its designee, shall include, but not be limited to, the following:

(a) To administer this Agreement and Plan for the exclusive benefit of the Participants and Beneficiaries.

(b) To establish the policy and the rules pursuant to which this Agreement and Plan are to be operated and administered, including rules relating to the collection of Contributions and other payments, and amend such from time to time as necessary or appropriate; provided however, that such rules cannot conflict with any Collective Bargaining Agreements then in effect between the Employers and the Union or its Locals.

(c) To formulate and establish the conditions of eligibility with respect to the provisions and payment of benefits and formulate all other provisions, including all details pertaining to insurance policies or contracts if they are part of the Plan, which may be required or necessary in order to carry out the intent and purpose of this Agreement and Plan, and amend them from time to time, as necessary or appropriate.

(d) To provide for payments of benefits to persons eligible to receive benefits as determined by the Board of Trustees under the procedures contained in this Agreement, the Plan and any rules promulgated by the Board of Trustees.

(e) To determine the right of any person to a benefit and to adopt a written claims and appeals procedure granting a Participant and his Beneficiary the right to be informed of a Board of Trustees' decision regarding payment of his benefit, the right to appeal a full or

partial denial of a benefit application, and the right to know the reasons for any denial of a benefit.

(f) To receive and collect all Contributions and other amounts due to and payable to the Trust. In so doing, the Board of Trustees, in their sole discretion, shall have the right to maintain any and all actions and legal proceedings necessary for the collection of the Contributions or payments provided for and required, and the right to prosecute, defend, compromise, settle, abandon or adjust, by arbitration or otherwise, any such actions, suits, proceedings, disputes, claims, details and things. The Board of Trustees has the power and authority to pay and provide for the payment of all reasonable and necessary expenses of collecting the Contributions or payments, and the power and authority to establish rules and regulations setting forth the method of collection of Contributions and payments, and when such matters should be settled or compromised.

(g) To invest and reinvest all or part of the principal and income of the Trust, to the extent that it is not invested pursuant to the direction of Participants as described in Section 2 above, and keep the same invested, without distinction between principal and income, as the Board of Trustees determine, in such securities or in such property, real or personal, or share or part thereof, or part interest therein, wherever situated, as the Board of Trustees shall deem advisable, including, but not limited to, governmental, corporate or personal obligations, shares of stock, common or preferred, whether or not listed on any exchange, participation in mutual investment funds, bonds and mortgages, and other evidences of indebtedness or ownership, including stocks, bonds or other obligations, secured by personal property and participation in any common trust fund or pooled investment of fiduciary funds by a bank or trust company supervised by a state or federal agency or the Trust's investment advisor. To the extent required by federal law, if the Board of Trustees invests in a common or pooled trust fund, the declaration of trust governing such trust fund is adopted as part of this Trust Agreement, consistent with the terms of the agreement adopting such trust. Investments and reinvestments may be made in such investments as would be made by a person with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, even though such investments may not be legal for trust funds under any state law.

(h) To sell, convey, transfer, exchange, partition, lease for any term, mortgage, pledge or otherwise dispose of any and all property, real or personal or to grant options with respect to any property held by the Board of Trustees. Any sale, option or other disposition of property may be at such time and on such terms as the Board of Trustees see fit. Any sale, option or other disposition of property may be made for cash or upon credit, or partly in cash and partly on credit. No person dealing with the Board of Trustees shall be bound to see to the application of the purchase money or to inquire into the validity, expedience or propriety of any such sale, option or other disposition.

(i) To receive, hold, manage, invest, reinvest, improve, repair and control all monies and property, real or personal, at any time forming part of the Trust.

(j) To purchase and sell contracts or other properties through such broker or brokers as the Board of Trustees may choose.

(k) To vote or refrain from voting upon any stocks, bonds or other securities; to give general or special proxies or powers of attorneys with or without power of substitution; to appoint one or more individuals or corporations as voting trustees under voting trust agreements and pursuant to such voting agreements to delegate to such voting trustees discretion to vote; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to property held as part of the Trust. The Trustees do not retain voting rights with respect to mutual funds that may be offered to Participants as an investment option. Voting rights associated with these investment funds shall be passed through to Participants.

(l) To cause any securities or other property to be registered in the name of the Fund, the Board of Trustees, a custodian, or in the name of a nominee, designating the same as Trust property, and to hold any investments in bearer form or otherwise in such form that title passes by delivery, but the books and records of the Board of Trustees shall at all times show that all such investments are part of the Trust.

(m) To deposit any funds received by the Trust in such bank or banks or savings institutions as the Board of Trustees may designate for that purpose; provided, however, that the depository bank or banks or savings institution shall be members of or insured by the Federal Deposit Insurance Corporation or Federal Savings and Loan Insurance Corporation. Such deposits may be made in interest bearing or non-interest bearing accounts. The withdrawing of funds from the designated depository bank or banks or savings institution shall be made only by check or other withdrawal form signed manually or by facsimile by at least two (2) Trustees, one (1) of whom shall be a Union Trustee and one (1) of whom shall be an Employer Trustee.

(n) To borrow or raise money for the purposes of the Trust and Plan in such amount, and upon such terms and conditions as the Board of Trustees shall deem advisable; and for any sum so borrowed to issue a promissory note of the Trust and Plan, and if the Board of Trustees so decides to secure the repayment thereof by creating a security interest in all or any part of the Trust; and no person lending such money shall be obligated to see that the money lent is applied to Trust and Plan purposes or to inquire into the validity, expedience or propriety of any such borrowing.

(o) To reserve and keep unproductive such amount of the Trust as the Board of Trustees may determine to be advisable, without liability for interest on such amounts.

(p) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance, including but not limited to, deeds, leases, mortgages, conveyances, contracts, waivers and releases, and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted. In exercising the Board of Trustees' authority to enter into such documents, instruments, contracts and agreements, any two (2) Trustees, one (1) of which is an Employer Trustee, and one (1) of which is a Union Trustee, shall have authority to execute such documents, instruments, contracts or agreements on behalf of the Board of Trustees, binding the Trust and Plan, pursuant to a resolution of the Board of Trustees authorizing such execution.

(q) To renew or extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage, or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust or the preservation of the value of the investment; or waive any default, whether in the performance of any covenant or conditions of any mortgage, or in the performance of any guarantee or to enforce any such exercise and enforce any and all rights of foreclosure, to bind in property on foreclosure, to take a deed in lieu of foreclosure with or without paying any consideration therefore, and in connection therewith to release the obligation on the bond secured by such mortgage and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect of any such mortgage or guarantee.

(r) To employ, pay and provide for the payment of all reasonable expenses which may be incurred in connection with the establishment and operation of the Trust and Plan, such as, but not necessarily limited to, expenses for the employment of administrative, legal, expert and clerical assistance, actuarial or other consulting services, the purchase or lease of premises to be used and occupied by the Trust and Plan, the expenses of any meetings of the Board of Trustees, expenses for collection of Contributions, the purchase or the lease of such materials, supplies and equipment as the Board of Trustees, in its discretion, finds necessary or appropriate in the exercising of their rights and duties as Trustees, the costs and expenses of any arbitration, if required, and the costs and expenses of attendance by the Trustees, or any member of the staff of the Trust and Plan, at any educational conference, seminar or other meeting, when deemed by the Board of Trustees, in its discretion, to be for the benefit of the Trust and Plan.

(s) To form a corporation under the laws of any jurisdiction, to participate in the forming of any such corporation or acquire an interest in or otherwise make use of any corporation already formed, for the purpose of investing in and holding title to any property.

(t) To keep true and accurate books of account and records of all of the transactions of the Trust and Plan, including at least an annual valuation of the assets and liabilities of the Trust, unless such annual valuation is omitted for one or more years upon the specific and unanimous authorization of the Board of Trustees, and to have an audit made of all books and records by a certified public accountant at least annually, which report, in writing, of the certified public accountant shall be made available to the Employers and to the Union, if requested in writing, and also placed in the office of the Trust and Plan.

(u) To determine from time to time to what extent, subject to applicable law, at what times and places and under what conditions and regulations, the books of the Trust and Plan shall be open for inspection; and no Employer or representative of or member of the Union shall have any right to inspect any book or document of the Trust or Plan except as authorized by the Board of Trustees, or except in accordance with such conditions and regulations, if any, as may be so prescribed from time to time by the Board of Trustees, or except as required by any applicable law.

(v) To establish and carry out a written funding policy consistent with the purposes of the Plan and the requirements of applicable law, as may be appropriate from time to time. As part of such funding policy, the Board of Trustees shall from time to time exercise its investment discretion, by itself or through an investment manager or counselor, so as to provide sufficient cash assets in an amount determined by the Board of Trustees, under the funding policy then in effect, to be necessary to meet the liquidity requirements for the administration of the Plan. The Board of Trustees shall endeavor to have income and Contributions meet expected liabilities.

(w) To submit this Agreement and the Plan, and any amendments to either, for approval to the United States Treasury Department, Commissioner of Internal Revenue, so that it may be ruled to be qualified and exempt from taxation under the provisions of the Internal Revenue Code, as they exist or may be amended. The Board of Trustees shall make whatever changes are, or may at any time be or become, necessary in this Agreement or in the Plan, in order to receive and retain such approval of the Commissioner of Internal Revenue. In the event that it is finally determined by an appropriate agency or judicial tribunal of competent jurisdiction (whether or not the Employer or any Employee is a party to the proceeding involved in such determination), or in the event that any applicable tax law, regulation, ruling or policy provides that the Trust is not tax exempt, then all parties hereto, individually and collectively, agree to take any and all action that may be necessary or desirable to merit and obtain and maintain such exemption.

(x) To construe the terms and provisions of this Agreement, the Plan and all other supplementary rules or regulations, which construction shall be entitled to the maximum deference provided by law. The construction adopted by the Board of Trustees in good faith shall be binding upon the Employers, the Union, the Employees and all other persons who may be involved or affected.

(y) To merge the Trust and Plan with a similar Plan, Trust or Trust Fund or to transfer assets and/or liabilities to, or receive from, such a Trust and Plan, if such merger or transfer does not result in the denial of deductibility of contributions to Employers or taxability of income to Participants prior to retirement.

(z) To prepare, execute, file and retain a copy for the Plan records, all reports required by law or deemed by the Board of Trustees to be necessary or appropriate for the proper administration and operation of the Trust and Plan.

(aa) To prosecute, defend, compromise, settle, abandon or adjust, any suits, proceedings, arbitrations, disputes or claims.

(bb) To procure and maintain at the expense of the Trust and Plan such bonds as are required by law, together with such additional bonding coverage as the Board of Trustees may determine, for the Board of Trustees, employees of the Trust and Plan, any agents acting on behalf of or retained by the Board of Trustees, and persons to whom fiduciary responsibilities have been delegated.

(cc) To continue to have and to exercise after the termination of the Plan and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustee hereunder, or by law.

(dd) To perform and do any and all such actions and things that may be properly incidental to the exercising of the powers, rights, duties and responsibilities of the Board of Trustees.

ARTICLE VI - LIABILITY OF TRUSTEES, PAYMENT OF EXPENSES

Section 1. A Trustee or the Board of Trustees shall be protected in acting in good faith upon any paper or document believed by a Trustee or the Board of Trustees to be genuine and believed to have been made, executed or delivered. So long as a Trustee or the Board of Trustees commit no act of willful misconduct or gross negligence, a Trustee or the Board of Trustees shall not be held personally liable for any liability or debts contracted by them as Trustees, or for any actions or failure to act of themselves as Trustees or of any person acting for them as Trustees, to the fullest extent allowed under ERISA.

Section 2. The Trustees shall not be liable for the proper application of any part of the Trust or for any other liability arising in connection with the administration or operation of the Trust and Plan, except as herein specifically provided, to the fullest extent allowed under ERISA.

Section 3. The Board of Trustees may designate legal counsel for the Trust. The Trustees shall be fully protected in acting and relying upon the advice of such legal counsel in the administration or application of the Trust and Plan.

Section 4. The Board of Trustees may seek protection by any act or proceeding that they may deem necessary in order to settle their accounts; the Board of Trustees may obtain a judicial determination or declaratory judgment as to any question of construction of the Agreement or Plan, or as to any act thereunder.

Section 5. The Trust shall, in the absence of bad faith and gross negligence, hold Trustees harmless for their acts as Trustees to the fullest extent allowed under ERISA, as amended, to the extent they are not covered by insurance, or indemnified by their employer.

Section 6. The costs and expenses of any action, suit or proceedings brought by or against any of the Trustees, which costs and expenses shall include counsel fees, shall be paid from the Trust, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that the Trustee was grossly negligent or was guilty of willful misconduct in the performance of such Trustee's duties, to the extent not covered by insurance. Such reimbursement shall be to the fullest extent allowed by law except that the Trust may not reimburse Trustees for expenses covered by insurance or reimbursed by any Trustee's employer.

Section 7. The Board of Trustees or any Trustees shall not be bound by any notice, declaration, regulation, advice or request unless and until it shall have been received by the Trustees.

Section 8. No person, partnership, corporation or association dealing with the Board of Trustees shall be obligated to see to the application of any funds or property of the Trust or to see that the terms of this Agreement or the Plan have been complied with or be obligated to inquire into the necessity or expedience of any act of the Board of Trustees; and every instrument effected by the Board of Trustees shall be conclusive in favor of any person, partnership, corporation or association relying thereon that: (a) at the time of delivery of said instrument, this Agreement was in full force and effect, (b) the said instrument was effected in accordance with the terms and conditions of this Agreement and the Plan, and (c) the Board of Trustees was duly authorized to execute such instrument.

Section 9. The Trustees shall receive no compensation for their services, but may, at the discretion of the Board of Trustees, be paid in advance, or be reimbursed, from the Trust for all reasonable and necessary expenses which they are about to incur, in the performance of their duties.

Section 10. The Trustees and all employees of the Fund that handle funds shall be bonded by a duly authorized surety company in an amount designated by the Board of Trustees, but not less than any amount required under any applicable law. The cost of the premiums of such bonds shall be paid out of the Trust.

ARTICLE VII - CONTRIBUTIONS TO THE TRUST

Section 1. The Contributions of the Employers, including contributions made pursuant to a salary reduction agreement signed by an Employee that provides for the elective deferral of salary, together with the report of such Contributions, shall be made in the amounts set forth in the Collective Bargaining Agreements and any amendments thereto, which may be presently in existence, or which may be hereafter made by and between the Union or its Locals and the Employers. The Contributions by the Employers shall be made in accordance with this Agreement and the Plan, and any rules or regulations promulgated by the Board of Trustees in connection therewith. The Trustees may take such steps as they deem appropriate to notify the Employers as to all matters pertaining to the payment of the Contributions due.

Section 2. The Board of Trustees may compel and enforce the payment of the Contributions due in any manner that it may deem proper, subject to any rules established by the Board of Trustees for collection of delinquent Contributions. However, the Board of Trustees shall not be required to compel and enforce the payments of Contributions, or to be personally or collectively responsible therefore, if, in the opinion of the Board of Trustees, the enforcement of the payment of Contributions would involve an expense greater to the Trust than the amount to be obtained from any effort to compel or enforce the payment of the Contributions.

Section 3. An Employer shall not have the duty or obligation to collect, receive or pay over any of the Contributions required to be made and to be paid by another Employer, nor shall an Employer or the Union be deemed guarantors or sureties in respect to any Contributions from another Employer.

Section 4. Each Employer shall promptly furnish to the Board of Trustees, on demand, any and all wage records relating to such Employer's employees including all records determined by the Fund to be necessary to verify that Contributions have been properly paid for Employees.

Section 5. The Board of Trustees shall have authority to retain an accountant or accounting firm to perform payroll audits of the Employers to determine whether the correct amount of Contributions were being made, or it may accept the results of audits performed by the Employer's independent Certified Public Accountants.

Section 6. The obligations assumed by each Employer hereunder shall be binding upon such Employer's successors and assigns.

Section 7. The Board of Trustees may take any action necessary to enforce payment of the Contributions including, but not limited to, instituting proceedings at law or equity (and the expenditure for legal fees and costs), or they may, for good reason, in their sole discretion, refrain from taking any such action.

Section 8. An Employer shall make Contributions by the due date determined in rules adopted by the Board of Trustees in writing. Non-payment by an Employer of any Contributions

when due shall not relieve any other Employer from the obligation to make Contributions. An Employer that does not pay Contributions when due shall be obligated to pay all of the following:

- (a) the unpaid Contributions;
- (b) interest on the unpaid Contributions at such rate as the Trustees may fix from time to time or in particular cases;
- (c) an amount equal to the greater of: (i) interest on the unpaid Contributions at the rate specified above; or (ii) liquidated damages of twenty percent (20%) of the amount of the unpaid Contributions;
- (d) reasonable fees and all costs (including but not limited to attorneys' and accountants' fees) incurred:
 - (1) to determine, discover and collect delinquent Contributions,
 - (2) to obtain the information necessary to properly allocate, credit and record such Contributions as necessary to administer the Fund.
 - (3) to enforce the Trustees' right to audit the employer's payroll records shall be due to the Fund from the delinquent employer, including, but not limited to, payroll audit fees incurred to verify that Contributions are properly made and reported to the Fund, any other fees incurred in determining, discovering and collecting Contributions from the Employer, arbitration fees, filing fees, arbitrator's fees, fees for service of process, travel, copying charges, postage, expert fees, and such other costs to determine, discover and collect any of the amounts described in (a) through (c); and
- (e) such other amounts as a court may award, in the situation in which the Fund institutes judicial proceedings to collect delinquent Contributions.

In addition, the Board of Trustees may require a bond or cash deposit as security for prompt future payments of Contributions in the event an Employer is, in the discretion of the Board of Trustees, habitually delinquent in paying Contributions to the Fund.

Section 9. In the event the Employer mistakenly makes a Contribution or makes a Contribution in excess of that required, the Fund may reimburse the Employer within six (6) months after the Trustees determine that a mistake occurred.

Section 10. The Board of Trustees shall have the power to make rules establishing procedures for the collection of delinquent Contributions.

ARTICLE VIII - MULTIEmployer PLAN

It is the intent that this Agreement and the Plan, to the extent permitted by applicable law, be administered and operated as a multiemployer plan.

ARTICLE IX - NONALIENATION OF BENEFITS

The Trust shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person other than the Trustees and their duly authorized representatives, and by such Trustees or representatives, only to the extent and for the purposes as herein specifically provided. No Employee, or any person claiming by or through any Employee, or any Employer, or the Union, or any other person, partnership, corporation or association shall have any right, title or interest in the Trust or any part thereof. Title to all of the money, property and income paid into or acquired by or accrued to the Trust shall be vested in and remain exclusively in the Board of Trustees and it is the intention of the parties hereto that said Trust shall constitute an irrevocable Trust. The monies to be paid into said Trust shall not be liable for or subject to the debts, contracts, liabilities, or torts of the parties entitled to such money upon a termination of the Fund.

ARTICLE X - INTERPRETATION

Section 1. This Agreement may be executed in one or more counterparts. The signature of a party on any counterpart shall be sufficient evidence of his execution hereof.

Section 2. The Board of Trustees shall have power to interpret, apply, construe and amend the provisions of this Agreement and the Plan, and any construction, interpretation and application adopted by the Trustees in good faith shall be afforded the maximum deference permitted by law and be binding upon the Union, the Locals, the Employer, as well as upon Employees, Beneficiaries and all other persons who may be involved or affected.

Section 3. In the event that any provisions of this Agreement or the Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement and the Plan. The provisions held illegal or invalid shall be fully severable and the Agreement and the Plan shall be construed and enforced as if said illegal or invalid provisions had never been inserted.

Section 4. This Trust Agreement is accepted by the Trustees and all questions pertaining to its validity, construction and administration shall be determined in accordance with ERISA. To the extent such law may not apply, the laws of the State of Tennessee shall govern.

ARTICLE XI - TERMINATION

This Agreement and the Plan may be terminated by the Board of Trustees, by unanimous vote, by an instrument in writing executed by mutual consent at any time, subject to Collective Bargaining Agreements between the parties, and applicable law.

ARTICLE XII - ARBITRATION

In the event that the Trustees are unable to agree upon any matter as described in Article IV, Section 4, the Trustees may then select a neutral person as an impartial arbitrator who is willing to act in the resolution of such deadlock. The Trustees shall promptly agree upon an impartial arbitrator to decide the matters in dispute, and, if the Board of Trustees, within fifteen (15) days after the matter in dispute has arisen, are unable to agree upon the selection of an impartial arbitrator, then either the Union Trustees or Employer Trustees may petition the American Arbitration Association for a list of impartial arbitrators. If no arbitrator on such list is mutually acceptable to the Trustees, the Arbitrator shall be designated by the American Arbitration Association. The Arbitrator shall promptly hear and render a final decision upon the matter in dispute. All costs of the arbitration shall be paid out of the Trust. It shall be incumbent upon the Board of Trustees to take or omit taking any action which may be indicated or necessary to give effect to the Arbitrator's decision.

ARTICLE XIII - MISCELLANEOUS

Section 1. Amendment. The provisions of this Agreement and of the Plan may be amended at any time, in accordance with Article IV, Section 4. No amendment may be adopted which will alter the basic principles of this Agreement, be in conflict with Collective Bargaining Agreements with the Union in a form agreed to by the Trustees, as such Agreements affect contributions to the Fund created hereunder, be contrary to the laws governing trust funds of this nature, or be contrary to any agreements entered into by the Trustees. Notwithstanding the foregoing, or any other provision of this Agreement, the Trustees may amend the Plan or this Agreement, with or without retroactive effect, in any respect or manner that they deem necessary in order to maintain the qualification of the Plan under section 401 of the Internal Revenue Code of 1986 (or corresponding provisions of subsequent law), or to comply with the Employee Retirement Income Security Act of 1974 or with any other provision of applicable law.

Section 2. Renewals and Extension. The provisions of this Agreement shall continue in effect during the term of the Collective Bargaining Agreements, and any remaining agreement that provides for the continuation of payments into the Trust and for the period thereafter necessary to terminate the Fund and Trust.

Section 3. Duration. It is the intent of the parties that this Trust and Plan have perpetual duration, subject, however, to the collective bargaining process.

Section 4. Disposition of Funds on Termination Pursuant to Article XII. Upon termination of the Trust, it shall be divided in accordance with the Plan, or in the absence of such a Plan provision, in accordance with the Board of Trustees' determination. In no event shall any assets of the Trust revert to any Employer.

Section 5. Fiscal Year. The Fiscal Year and the Plan Year of the Trust and Plan shall begin on January 1.

Section 6. Agent for Service of Process. The agent for service of process on the Trust or the Plan or any of the Trustees shall be the administrative manager at the administrative manager's principal place of business.

Section 7. Construction of Terms. Wherever any words are used in this Agreement in the masculine gender they shall be construed as though they were also in the feminine or neuter gender in all situations where they would so apply, and wherever any words are used in this Agreement in the singular form they shall be construed as though they were also used in the plural form in all situations where they would so apply, and wherever any words are used in this Agreement in the plural form they shall be construed as though they were also used in the singular form in all situations where they would so apply.

Section 8. Notices. Notices required to be given under this Trust shall be deemed received on the earliest date received as indicated by the postmark date.

ARTICLE XIV EMPLOYER LEGAL OBLIGATIONS AND LIABILITIES

Section 1. Each Employer shall be responsible for providing notice to the Fund as required under any applicable law. Each Employer shall comply with any notification requirement by providing written notice to the appropriate individual to whom the Board of Trustees has delegated responsibility for the daily administration of the Fund. If the Board of Trustees has not so delegated administrative responsibility, the Employer shall comply with this notification requirement by providing written notification to a member of the Board of Trustees.

Section 2. In the event an Employee becomes absent from a position of employment with an Employer and the Employee is entitled to benefit accrual and vesting credit under the Plan under any applicable law, the last Employer employing the Employee before the individual commences such absence shall be liable for making contributions on behalf of such individual to the extent required by law.


Section 3. In the event that an Employer fails to comply with the contribution or notification requirements set forth herein, and as a result causes the Fund, in whole or in part, to be subject to liability, the Employer shall be liable for the payment of such liability. In the event that

the Employer fails to pay such amount, the Employer shall indemnify and hold harmless the Fund for any and all losses resulting from the Employer's failure to pay such amounts.

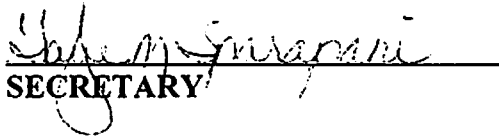
Section 4. In the event the Board of Trustees delegates responsibility for the administration of the Fund to a professional administrative manager, the Board of Trustees shall assign, and such professional administrative manager shall assume, all responsibility for complying with the notification and coverage requirements of the Plan under applicable law. In the event that such professional administrative manager fails to comply with any such requirements, and as a result causes the Fund, in whole or in part, to be subject to liability, the professional administrative manager shall be liable for the payment of such amounts. In the event that the professional administrative manager fails to pay such amount, the professional administrative manager shall indemnify and hold harmless the Fund for any and all losses resulting from the professional administrative manager's failure to pay such amount.

IN WITNESS WHEREOF the undersigned have set their hands as of the date(s) indicated below.

Date: 4-13-00


CHAIRMAN

Date: 4/2/00


SECRETARY

**THE PACE INDUSTRY 401(K) FUND
AGREEMENT AND DECLARATION OF TRUST**

Amendment Number 1

WHEREAS, pursuant to Article XIII, Section 1 of the PACE Industry 401(k) Fund Agreement and Declaration of Trust ("Trust"), the Board of Trustees may amend the Trust;

WHEREAS, effective April 14, 2005, the PACE International Union and United Steelworkers merged to form the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union ("United Steelworkers" or "USW");

WHEREAS the Board of Trustees wishes to amend the Trust and change the name of the PACE Industry 401(k) Fund to the USW Industry 401(k) Fund to reflect the new International Union;

NOW THEREFORE, effective July 1, 2005, the Board of Trustees hereby amends the Trust as follows:

1. The Amended and Restated Agreement and Declaration of Trust of the PACE Industry 401(k) Fund shall be known as the Amended and Restated Agreement and Declaration of Trust of the USW 401(k) Fund.
2. The first and third "Whereas" clauses on page 1 of the Trust Agreement are amended as follows:

WHEREAS, the various employers and the Locals of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union ("United Steelworker" or "USW") have entered and will enter in the future into collective bargaining agreements that provide, *inter alia*, for contributions by employees and employers to a trust fund for the purpose of providing retirement and tax deferred savings benefits to employees;

....

WHEREAS, effective April 14, 2005, the PACE International Union and the United Steelworkers merged to form the USW;

3. Article I of the Trust Agreement is hereby amended by deleting reference to "the PACE Industry 401(k) Plan" in Section 14 and replacing it with a reference to "the USW Industry 401(k) Plan".
4. Articles I and II of the Trust Agreement are hereby amended by deleting all references to "the PACE Industry 401(k) Fund" in Sections 9 and 11 of Article I and

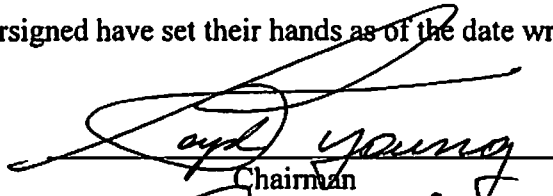
Sections 1 and 2 of Article II and replacing them with references to "the USW Industry 401(k) Fund".

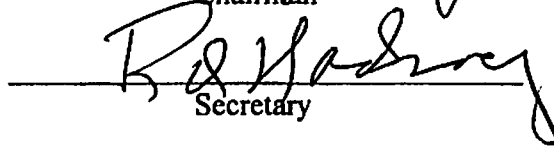
5. Article I of the Trust Agreement is hereby amended by deleting all references to "the PACE International Union" in Sections 10 and 17 and replacing them with references to "the United Steelworkers"

IN WITNESS WHEREOF, the undersigned have set their hands as of the date written below.

Date: 11-29-2006

Date: 11-29-2006


Chairman


Secretary