

AMENDMENT NO. 2
TO THE
RESTATED AGREEMENT AND DECLARATION OF TRUST
ESTABLISHING THE
LINE CONSTRUCTION BENEFIT FUND

Pursuant to the powers granted to them in Article IX, Section 9.01 of the RESTATED AGREEMENT AND DECLARATION OF TRUST ESTABLISHING THE LINE CONSTRUCTION BENEFIT FUND, do hereby amend the Restated Agreement and Declaration of Trust, effective June 23, 2000, as follows:

Article I, Section 1.03 shall be amended to read as follows:

1.03 The terms "Employee" and "Employees" as used herein, shall mean and include all those persons who are represented in collective bargaining by the Unions described herein and who are employed by an Employer (as the term "Employers" is defined herein) in the class or classes of work for which or in connection with which the Employer has agreed to contribute to the Fund; all those full-time employees of the Unions if such Unions have indicated to the Trustees in writing that they desire coverage for such Employees; all persons who are employed by a Union as a member of a Negotiating Committee, or similar body, and for which employment the Union and the Trustees agree in writing that the Union shall pay contributions to the Line Construction Benefit Fund; all those employees of any Joint Apprenticeship Training Committee which executes a Participation Agreement in manner and form as required by the Trustees and in which Unions and Employers participate; all full-time employees of the Line Construction Benefit Fund; all Employees of any Credit Union which executes a Participation Agreement in manner and form as required by the Trustees; and all those full-time employees of an Association if such Association has indicated to the Trustees in writing that it desires coverage for its employees and upon acceptance by the Trustees; and all those other full-time employees of an Employer (including members of a rural electrical association who are its Board of Directors) if such Employer has indicated to the Trustees in writing that it desires coverage for its Employees and upon acceptance by the Trustees. The Trustees in accepting any of such Employees shall by appropriate action determine the contribution to be paid for such Employees, except that with respect to Employees of the Fund, the cost of their coverage shall be treated as an administrative operating expense. In no event shall the Trustees of the Fund, any Union contributing for its employees, any Joint Apprenticeship Training Committee which contributes for its employees but in which Committee a Local Union shall be represented, or any Credit Union be considered to be an Employer for the purpose of having any voice in the selection of an Employer Trustee or successor Employer Trustee.

IN WITNESS WHEREOF, the undersigned Trustees have caused this Amendment No. 2 to be executed on the date written opposite their respective names.

James R. Pool 6-23-2000
Date

Christina R. Ernst 6-23-00
Date

Terry A. Gardner 6-23-2000
Date

Joseph C. Lucci 6-23-00
Date

Paul A. Bell 6-23-00
Date

A.W.F. Digg 6-23-00
Date

Wally Dickles 6-23-00
Date

Mark A. [unclear] 6-23-00
Date

Robert H. Moran 6/23/00
Date

Thomas C. Hoyle 6-23-00
Date

Lyn K. Denny 6-23-00
Date

Robert A. [unclear] 6-23-00
Date

Jim McJeon 6-23-00
Date

Jay R. Jack 6/23/00
Date

Richard A. Ellis 6-23-00
Date

Erwin Small 6-23-00
Date

Date

E. A. Posten 6-23-00
Date