

AMENDMENT NO. 17 - 2

TO THE

RULES AND REGULATIONS

OF THE

MEBA MEDICAL AND BENEFITS PLAN

At their February 2017 meeting, the Trustees of the MEBA Medical and Benefits Plan (the "Plan") approved the following changes to the Plan's Rules and Regulations with respect to reimbursement and subrogation and overpayments. Such changes are effective February 23, 2017:

1. Article XVII-A, Section 1 shall be amended to read as follows (*new language shown in bold italics*):

1. If benefits ("Benefits") are or may be paid by the Plan on behalf of an Eligible Employee (including a Pensioner) or a Dependent (collectively, "Covered Person") because of any illness or injury, or suspected illness or injury (collectively, "Injury"), for which another person or entity ("Other Person") (including, but not limited to, any insurer, except an insurer on a policy of insurance issued to and in the name of the Covered Person) may have any financial liability or responsibility, the Plan is entitled to be reimbursed by the Covered Person for the lesser of (i) the full amount of the Benefits the Plan pays, and (ii) the total amount the Covered Person recovers, on account of such Injury regardless of the legal fees, costs, or expenses incurred by the Covered Person, and regardless of how the recovered amount may be characterized (e.g., medical costs or expenses). Acceptance of Benefits under this Plan by the Covered Person constitutes an acknowledgement of the Plan's rights under this Article, as well as an assignment to the Plan of, and a grant to the Plan of a constructive trust, ***lien, and/or equitable lien by agreement on, any recovery by the Covered Person (including an agent or attorney receiving a payment on behalf of a Covered Person), to the extent necessary to reimburse the Plan as required by this Article.*** The Covered Person shall execute and deliver such instruments and take such actions as the Plan may require to protect the Plan's rights. The Covered Person shall do nothing to prejudice the Plan's rights without the Plan's express written consent.

The Covered Person is required to notify the Plan within ten (10) days of any accident or Injury for which a third party or parties may be liable. The Plan must be notified within ten (10) days of the initiation of any lawsuit or settlement negotiations relating to the accident and of the conclusion of any settlement, judgment or payment relating to the accident to protect the Plan's claims (unless the foregoing relates to an insurer on a policy of insurance issued to and in the name of the Covered Person).

If the Covered Person receives any Benefits from the Plan for any Injury, the Plan is subrogated to all rights of recovery available to the Covered Person arising out of any claim, demand, cause of action or right of recovery that has accrued, may accrue or which is asserted in connection with such Injury, to the extent of any and all related payments of Benefits made or to be made by the Plan on the Covered Person's behalf.

The Plan's rights of reimbursement and subrogation apply regardless of the terms of the claim, demand, right of recovery, cause of action, judgment, award, settlement, compromise, insurance or order, regardless of whether the third party is found responsible or liable for the illness or injury, and regardless of whether the Covered Person actually receives the full amount of such judgment, award, settlement, compromise, insurance or order. The Plan's rights of

reimbursement and subrogation provide the Plan with first priority to any and all recovery in connection with the illness or injury, whether such recovery is full or partial and no matter how such recovery is characterized, why or by whom it is paid, or the type of expense for which it is specified.

The Plan has a constructive trust, lien, and/or equitable lien by agreement in favor of the Plan on any amount received by the Covered Person or a representative of the Covered Person (including an attorney) that is due to the Plan under this Article, and any such amount is deemed to be held in trust by the Covered Person for the benefit of the Plan until paid to the Plan. The Covered Person hereby consents and agrees that a constructive trust, lien, and/or equitable lien by agreement in favor of the Plan exists with regard to any payment, amount and/or recovery from a third party (excluding an insurer on a policy of insurance issued to and in the name of the Covered Person). In accordance with that constructive trust, lien, and/or equitable lien by agreement, the Covered Person agrees to cooperate with the Plan in reimbursing it for Plan costs and expenses.

Consistent with the Plan's rights set forth in this Article, if the Covered Person submits claims for or receives any Benefits from the Plan for an Injury that may give rise to any claim against any third party, the Covered Person will be required to execute a "Subrogation, Assignment of Rights, and Reimbursement Agreement" ("Subrogation Agreement") affirming the Plan's rights of reimbursement and subrogation with respect to such Benefits and claims. This Subrogation Agreement also must be executed by the Covered Person's attorney, if applicable. However, even if the Covered Person or a representative of the Covered Person (including the Covered Person's attorney) does not execute the required Subrogation Agreement and the Plan nevertheless pays Benefits to or on behalf of the Covered Person, the Covered Person's acceptance of such Benefits shall constitute the Covered Person's agreement to the Plan's right to subrogation or reimbursement from any recovery by the Covered Person from a third party (excluding an insurer on a policy of insurance issued to and in the name of the Covered Person) that is based on the circumstance from which the expense or Benefit paid by the Plan arose, and the Covered Person's agreement to a constructive trust, lien, and/or equitable lien by agreement in favor of the Plan on any payment amount or recovery that the Covered Person recovers from a third party (excluding an insurer on a policy of insurance issued to and in the name of the Covered Person).

Because benefit payments are not payable unless the Covered Person signs a Subrogation Agreement, the Covered Person's claim will not be considered filed and will not be paid if the period for filing claims passes before the Subrogation Agreement is received.

Coverage for any charges for any medical or other treatment, service or supply to the extent that the cost of the professional care or hospitalization may be recovered by, or on behalf of, the Covered Person in any action at law, any judgment, compromise or settlement of any claims against any party, or any other payment the Covered Person or the Covered Person's attorney may receive as a result of the Injury, no matter how these amounts are characterized or who pays these amounts, as provided in this Article, are excluded under the Plan.

The Covered Person is obligated to take all necessary action and cooperate fully with the Plan in its exercise of its rights of reimbursement and subrogation, including notifying the Plan of the status of any claim or legal action asserted against any party or insurance carrier and of the Covered Person's receipt of any recovery (unless the foregoing relates to an insurer on a policy of insurance issued to and in the name of the Covered Person). If the Covered Person is asked to do so, the Covered Person must contract the Plan Office immediately. The Covered Person must also do nothing to impair or prejudice the Plan's rights without the express written consent of the

Plan. For example, if the Covered Person chooses not to pursue the liability of a third party, the Covered Person may not waive any rights covering any conditions under which any recovery could be received. Where the Covered Person chooses not to pursue the liability of a third party, the acceptance of Benefits from the Plan authorizes the Plan to litigate or settle the Covered Person's claims against the third party. If the Plan takes legal action to recover what it has paid, the acceptance of Benefits obligates the Covered Person (and the Covered Person's attorney, if applicable) to cooperate with the Plan in seeking its recovery, and in providing relevant information with respect to the Injury.

The Covered Person must also notify the Plan before accepting any payment prior to the initiation of a lawsuit or in settlement of a lawsuit (unless the foregoing relates to an insurer on a policy of insurance issued to and in the name of the Covered Person). If the Covered Person does not, and the Covered Person accepts payment that is less than the full amount of the Benefits the Plan has advanced, the Covered Person will still be required to repay the Plan, in full, for any Benefits it has paid. The Plan may withhold Benefits if the Covered Person waives any of the Plan's rights to recovery without the express written consent of the Plan or fails to cooperate with the Plan in any respect regarding the Plan's reimbursement and subrogation rights.

2. Article XVII-A, Section 2 shall be amended to read as follows (*new language shown in bold italics*):

2. The Plan *has an independent right to bring an action in connection with an Injury in the Covered Person's name and also* has the right to intervene in any suit filed by the Covered Person against any Other Person in which the Covered Person asserts a claim for any recovery related to an Injury for which the Plan has paid or may pay Benefits; however, the Plan is not required to do so to protect its rights under this Article.

3. Article XVII-A, Section 3 shall be amended to read as follows (*new language shown in bold italics*):

3. *If the Covered Person refuses to reimburse the Plan from any recovery or refuses to cooperate with the Plan regarding its subrogation or reimbursement rights, the Plan has the right to recover the full amount of all Benefits paid by any and all other methods which include, but are not necessarily limited to, offsetting the amounts paid against the Covered Person's future payments of Benefits under the Plan. "Non-cooperation" includes the failure of any party to execute a Subrogation Agreement and the failure of any party to respond to the Plan's inquiries concerning the status of any claim or any other inquiry relating to the Plan's rights of reimbursement and subrogation.*

If an Other Person does not voluntarily compensate the Covered Person and if the Covered Person has not filed suit against the Other Person, the Plan has the right to file suit against the Other Person in the name of the Covered Person to recover the full amount of all Benefits the Plan paid or may pay related to an Injury. If the Plan files suit against an Other Person, the Plan's expenses of recovery (including attorney's fees) will be paid out of any recovery in such suit.

If the Plan is required to pursue legal action against the Covered Person to obtain repayment of the Benefits advanced by the Plan, the Covered Person shall pay all costs and expenses, including attorney's fees and costs, incurred by the Plan in connection with the collection of any amounts owed the Plan or the enforcement of any of the Plan's rights to reimbursement. In the event of legal action, the Covered Person shall also be required to pay interest at the rate determined by the Trustees from time to time from the date the Covered Person becomes obligated to repay the Plan through the date that the Plan is paid the full amount owed. The Plan has the right to file

suit against the Covered Person in any state or federal court that has jurisdiction over the Plan's claim.

In the case of a deceased Covered Person, the Plan's rights apply to the decedent's estate and the estate is required to comply with the Plan's rules and procedures to the same extent as a Covered Person. The Plan's right to reimbursement applies to any funds recovered from any other party by or on behalf of the estate and to any wrongful death recovery received by the decedent's survivors.

4. Article XVII-B shall be amended to read as follows (*new language shown in bold italics*):

If the Plan pays benefits ("Benefits") in excess of the amount payable in accordance with the terms of the Plan, whether on the basis of the Plan's error or the error or false statements of an Eligible Employee, Dependent, Pensioner, a provider or a third party, *or if the Plan advances Benefits that a Covered Person is required to reimburse because, for example, the Covered Person has received a third party recovery (see Article XVII-A), the Covered Person is required to reimburse the Plan in full and the Plan shall be entitled to recover any such benefits.*

The Plan has a constructive trust, lien, and/or an equitable lien by agreement in favor of the Plan on any overpaid or advanced Benefits received by the Covered Person or a representative of the Covered Person (including an attorney) that is due to the Plan under this Article, and any such amount is deemed to be held in trust by the Covered Person for the benefit of the Plan until paid to the Plan. By accepting Benefits from the Plan, the Covered Person consents and agrees that a constructive trust, lien, and/or equitable lien by agreement in favor of the Plan exists with regard to any overpayment or advancement of Benefits, and in accordance with that constructive trust, lien, and/or equitable lien by agreement, the Covered Person agrees to cooperate with the Plan in reimbursing it for all of its costs and expenses related to the collection of those Benefits.

Any refusal by the Covered Person to reimburse the Plan for an overpaid amount will be considered a breach of the Covered Person's agreement with the Plan that the Plan will provide the Benefits available under the Plan and the Covered Person will comply with the rules of the Plan. By accepting Benefits from the Plan, the Covered Person affirmatively waives any defense the Covered Person may have in any action by the Plan to recover overpaid amounts or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

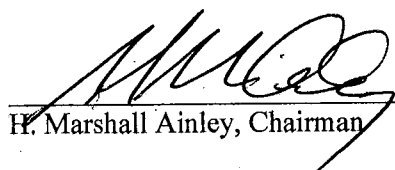
If the Covered Person refuses to reimburse the Plan for any overpaid amount, the Plan has the right to recover the full amount owed by any and all methods which include, but are not necessarily limited to, offsetting the amounts paid against any future Benefits otherwise payable to or on behalf of such Employee, Dependent, Pensioner or any other person covered under the Plan as a member of such person's family.

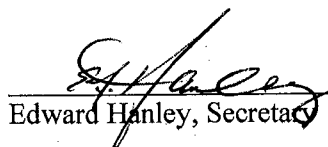
The Plan also may recover any overpaid or advanced Benefits by pursuing legal action against the party to whom the Benefits were paid. In the event it is necessary for the Trustees to file suit against an Eligible Employee, Dependent, Pensioner, a provider or other party, in order to collect any amount owed to the Plan arising out of or related to an overpayment or erroneous payment, such Eligible Employee, Dependent, Pensioner, provider or other party shall reimburse the Trustees for all reasonable attorneys' fees and costs of suit, and other professional fees and costs expended in connection with the Trustees' collection of any amounts owed to the Plan or the enforcement of any of the Plan's rights to reimbursement. In the event of legal action, the Covered Person shall also be required to pay interest at the rate determined by the Trustees from time to time from the date the Covered Person becomes

obligated to repay the Plan through the date that the Plan is paid the full amount owed. The Plan has the right to file suit against the Covered Person in any state or federal court that has jurisdiction over the Plan's claim.

In the case of a deceased Covered Person, the Plan's rights apply to the decedent's estate and the estate is required to comply with the Plan's rules and procedures to the same extent as a Covered Person. The Plan's right to reimbursement applies to any funds recovered from any other party by or on behalf of the estate and to any wrongful death recovery received by the decedent's survivors.

Language Approved: February 23, 2017


H. Marshall Ainley, Chairman


Edward Hanley, Secretary