

AMENDMENT NO. 8
TO THE RESTATED PLAN DOCUMENT
AND SUMMARY PLAN DESCRIPTION
OF THE GLASSWORKERS AND GLAZIERS
HEALTH AND WELFARE FUND TRUST

Effective January 1, 2006, the Restated Plan Document and Summary Plan Description of the Glassworkers and Glaziers Health and Welfare Fund Trust is hereby amended as follows (~~striketrough~~ text indicates a deletion, underscoring indicates an addition):

Pages 77-78, ARTICLE VIII. GENERAL PROVISIONS is hereby amended by the restatement of section 8.12 Subrogation and Third Party Liability. as follows:

8.12 Subrogation and Third-Party Liability. In the event a Participant sustains any illness or injury for which a third party may be responsible, the following provisions shall apply:

- a. Subrogation. In the event a Participant has a claim under this Plan, and such claim is as a result of an injury or disease caused either in whole or in part by the fault of a third party or parties, the Participant may elect to proceed solely against the third party or parties to recover damages, including reimbursement of all medical expenses, or may claim benefits under the Plan. If the Participant elects to proceed solely against a third party, no benefits are payable under the Plan. If the Participant elects to claim benefits under the Plan, benefits shall be payable only upon the condition that the Participant agrees that the Plan, upon payment of benefits, shall become an assignee of the Participant to the extent of the payments made and shall be subrogated to all rights the Participant has against the third party or parties for damages to the extent of such payments. No benefits shall be due the Participant until the Participant executes an assignment of the Participant's rights in a form approved by the Board of Trustees or its designated agent.

Furthermore, the Participant shall pay over to the Plan all sums equal to such services or benefits which the Plan provided, whether provided through self-funding, a plan of insurance, or stop-loss

insurance. This Plan shall be entitled to recover, up to the amount of benefits paid hereunder, from the proceeds of any such settlement or judgement that results in a recovery from the third party, without regard to whether the Participant is made whole by such recovery and without regard to whether such recovery includes any amount that is specifically designated as payment or reimbursement for benefits covered by the Plan. Until the Plan's subrogation interest has been satisfied, all proceeds received by a Participant shall be held by the Participant in a constructive trust for the benefit of the Pan.

When a Participant receives benefits under the Plan for injuries or illness caused by the act or omission of the third party, the Participant shall reimburse the Plan of such benefits from all recoveries from a third party, whether by lawsuit, settlement, or otherwise. A Participant shall promptly notify the Plan of any lawsuit, settlement negotiations, or the action taken to recover from a third party or parties any expenses or benefits to which the Plan is subrogated. The Plan may, in its discretion, commence an independent action against the third party or parties regardless of whether the Participant has commenced his or her own action.

The Plan may elect to claim under or utilize any form of lien, constructive trust, legal or equitable remedy that is available to recover such amounts. The Plan's right to reimbursement shall apply to all sources or forms of compensation to which the Participant was entitled or will become entitled, regardless of whether the recovery was legal or equitable in nature and the Plan's right to reimbursement shall take priority over an individual's right to be made whole. The Plan shall have no obligation to pay or reimburse any portion of a Participant's attorneys' fees or litigation costs. The Plan's subrogation interest shall not be settled or compromised without the Plan's express written consent. A Participant shall promptly notify the Plan of any lawsuit, settlement negotiations, or other action taken to recover from a third party or parties any expenses.

or benefits to which the Plan is subrogated. The Plan may in its discretion, commence an independent action against the third party or parties for medical, hospital, surgical and disability benefits incurred by the Participant and paid by the Plan regardless of whether the Participant has commenced his or her own action against any third party.

The Plan's subrogation and recovery rights entitle it to equitable relief under ERISA Section 502(a)(3), including equitable restitution and the imposition an equitable lien or constructive trust upon any recovery from a third party to the extent of benefits paid by the Plan. The Plan reserves the right to cancel a Participant's coverage and to recover from a Participant any benefits paid by the Plan on account of the actions of a third party if the Participant fails to reimburse the Plan from a third-party recovery or if the Participant fails to cooperate with the Plan in subrogation recovery proceedings.

In the event that a Participant fails to pay to the Plan all amounts due under this provision, in the event that the Plan must commence or intervene in an action against a third party to enforce its subrogation rights, or in the event that an Participant shall be liable for all costs incurred by the Plan in enforcing its subrogation rights or collecting from the Participant, including all attorney's fees and costs of suit.

In the event that a Participant shall fail to notify the Plan when claims result from the actions or a third party, or shall fail to protect the Plan's subrogation rights in any claim, suit or settlement with a third party, or shall fail to execute an assignment of subrogation rights in a form approved by the Board of Trustees, the Plan shall not pay any medical benefits which arise out of or result from the actions of that third party.

b. Third Party Liability.

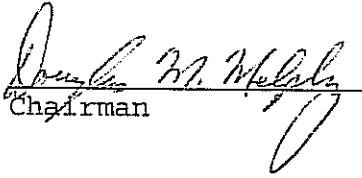
1. Recovery Rights. Whenever payments have been made by this Plan with respect to Allowable

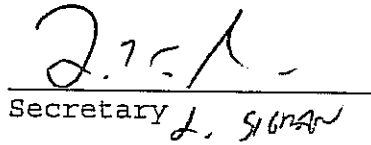
Expenses in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of these provisions, the Board of Trustees shall have the right to recover such payment, to the extent of such excess, from among one or more of the following as the Board of Trustees shall determine:

- (a) any persons to, or for, or with respect to whom such payments were made;
- (b) any other insurance companies; or
- (c) any other organizations.

2. Trust. If the Plan requests, the Participant shall hold the rights of recovery against the third party in trust for the Fund up to the amount of benefits paid hereunder in connection with such illness or injury.
3. Documents. The Participant shall execute and deliver to the Fund such documents and papers submitted by the Fund as may be appropriate to secure the rights and obligations of the Participant and of the Plan as established by this section 8.12. The execution and delivery of an agreement to hold recovery proceeds in trust for the Fund, if requested, shall be a condition precedent to the furnishing of benefits hereunder in connection with such illness or injury.
4. Expenses. The Fund shall pay out of such proceeds actually recovered a proportionate share of any reasonable expenses incurred in effecting collection from the third party or his insurer.
5. Agreement. Receipt by or on behalf of the Participant of any benefits hereunder in connection with such illness or injury shall constitute the Participant's unconditional agreement to each and all of the provisions set forth in this section 8.12.

The Chairman and Secretary of the Board of Trustees of the Glassworkers and Glaziers Health and Welfare Fund Trust do hereby certify that the foregoing Amendment was duly adopted at a meeting held on 12/12/06.


Chairman


Secretary

147673/02237.001