

**AMENDMENT NUMBER 2
TO THE AGREEMENT
AND DECLARATION OF TRUST
OF THE I.B.E.W. CONDUIT 401(K) TRUST FUND**

WHEREAS, Article V, Section 5.24 of the Agreement and Declaration of Trust provides that the Agreement may be amended at any time by an instrument in writing executed and duly adopted by the Board of Trustees;

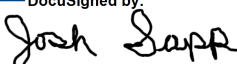
WHEREAS, the Board of Trustees hereby amends the Agreement and Declaration of Trust as follows:

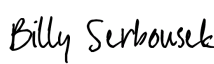
Section 4.6 Liquidated Damages. All Employers not paying contributions from the date they are originally due shall pay in addition to said contributions liquidated damages in the amount of ten percent (10%) of the delinquent contributions or Twenty-five Dollars (\$25.00), whichever is greater, and said damages shall be paid with the delinquent contributions. Each Employer party to or otherwise bound by this Trust Agreement acknowledge that the liquidated damages will be used to defer administrative costs arising by said delinquency and acknowledge the costs to be actual and substantial though difficult to ascertain; however, each Employer acknowledges these costs to be at least ten percent (10%) of the delinquent contributions or Twenty-five Dollars (\$25.00), whichever is greater, waiving the necessity of any additional proof thereof.

WHEREAS, The Board of Trustees hereby adds a new section as follows:

Section 5.26 Official Name of Fund. The official name of the 401(k) Plan is the IBEW NECA Conduit 401(k) Plan.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 16th day of November 2023.

Chairman
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Secretary
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