

SUBROGATION AGREEMENT

I acknowledge receipt of a copy of the Reimbursement/Subrogation provisions contained in the Twin City Iron Workers Health and Welfare Fund's ("Plan") Summary Plan Description and Plan Document ("SPD"), which are incorporated herein by reference. I have reviewed these provisions and understand that I, my dependents, heirs, agents, assignees, representatives, and trustees, are bound by them. Additionally, in consideration for payment by the Plan of services or supplies on my behalf relating to an injury or sickness for which another party may be legally responsible, and in accordance with the terms of the Plan, I acknowledge and agree as follows:

1. I am a Family Member as that term is defined by the Plan and as such, I may be entitled to benefits from the Plan.

2. The Plan has the right of first recovery against any other party which may be legally responsible for an injury or sickness which creates my need for services or supplies that may be paid by the Plan.

3. The Plan's claim for reimbursement is an equitable lien by agreement that applies regardless of whether I have the right, legal or otherwise, to assert such claim, right, or cause of action or recover the any amounts paid by the Plan.

4. The Plan's reimbursement and subrogation rights apply to all benefits paid by the Plan.

5. I will cooperate with the Plan in assisting it to protect its subrogation and reimbursement rights and I will do nothing to prejudice these rights.

6. I will provide written notice to the Plan of any claim, demand for payment, or lawsuit within thirty days of making the claim, demand, or lawsuit. This notice will include the name and address of the other party, a summary of the factual and legal basis for my claim and copies of all claims, demand letters, and legal documents served by me.

7. I will provide written notice to the Plan of any proposed settlement of my claim at least thirty days before entering into such settlement and I will provide written notice to the Plan of the receipt of or control over any funds from a settlement or judgment within 14 days.

8. The Plan will be reimbursed in full prior to any payment to me even if I am not fully compensated for my injuries.

9. I understand that the Plan may recover the full amount of its reimbursement claim from the proceeds of any settlement or judgment regardless of how those proceeds are designated.

10. I will hold, or I will direct my legal counsel to hold, the proceeds of any settlement or judgment in trust for the benefit of the Plan until the Plan's reimbursement claim is satisfied or resolved and I agree to pay the Plan's reimbursement claim within fourteen days of being requested to do so.

11. The Plan will not be responsible for any share of the attorneys' fees or costs incurred by me unless the Plan enters into a separate written agreement for the payment of some or all of such attorneys' fees and costs.

12. The Plan may elect to recover all or part of its reimbursement claim by subtracting the amount owed to the Plan from any future benefits otherwise payable by the Plan until the Plan's claim has been fully recovered.

13. My settlement, judgment, or recovery from another party may impact my coverage for subsequent claims relating to the settlement, judgment, or recovery. For example, the Plan's SPD excludes coverage for:

Any loss, expense or charge incurred as a result of any injury, occurrence, condition or circumstance for which the injured Family Member or individual:

- a. Has the right to recover payment from a third party. At the discretion of the Trustees, losses, expenses and charges excluded by this General Exclusion may be paid subject to the Fund's right of subrogation and reimbursement;
- b. Has recovered from a third party; or
- c. Has not submitted a claim for such loss, expense or charge prior to resolution of the third-party claim.

This exclusion applies to any recovery received by a Family Member or individual regardless of how it is characterized, including, but not limited to, any apportionment to a Spouse for loss of consortium. The term "third party" as used in this section includes any individual, insurer, entity, or federal, state or local government agency, who is or may be in any way legally obligated to reimburse, compensate or pay for an individual's losses, damages, injuries or claims relating in any way to the injury, sickness, occurrence, condition or circumstance for which the Fund has paid medical, dental or disability benefits. This includes but is not limited to insurers providing liability, medical expense, wage loss, no-fault, uninsured motorist, underinsured motorist and workers' compensation coverage.

Date: _____

Signature of Claimant or Claimant's Parent, Guardian, or
Legal Representative

Printed Name of Claimant