

SUBROGATION AND REIMBURSEMENT AGREEMENT

The following is a description of the principal provisions of the United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund (the "Plan") reimbursement and subrogation rights. This list is not exhaustive and the language of the Plan document will control to the extent that there are any differences between the following descriptions and the Plan document.

The Employee, representative, guardian or trustee of an Employee and/or dependent of an Employee understands and agrees that:

- (a) The Plan has the right to reimbursement from monies recovered by the Employee and/or Dependent from any source relating to a claim, resulting from an injury, sickness, accident, condition or work-related illness or injury, including an individual policy of insurance which is maintained by the Employee and/or Dependent.
- (b) The Plan's subrogation and reimbursement rights attach to all monies recovered by the Employee and/or Dependent regardless of how the amounts are characterized. The Plan's subrogation and reimbursement rights extend to monies recovered for medical and loss-of-time benefits paid and to monies recovered for other than medical and loss-of-time benefits paid including, but not limited to, monies recovered for pain and suffering. This means that the Plan specifically will not recognize any claim by the Employee and/or Dependent that monies recovered were insufficient to allow the Employee and/or Dependent to be "made whole."
- (c) The Plan has the right to reimbursement for all benefits the Plan has paid to or on behalf of the Employee and/or Dependent as of the date the Employee and/or Dependent recovers monies and for all other benefits the Plan pays after the date of recovery to or on behalf of the Employee and/or Dependent.
- (d) The Plan has the right to suspend and withhold all future benefit payments due to an Employee, Dependent and/or any other Dependent of the Employee if the Employee and/or Dependent fails to complete and return this Subrogation and Reimbursement Agreement, the subrogation and reimbursement questionnaire and/or any other documentation to be used to enforce the Plan's subrogation rights until the Plan has recovered the full amount of monies advanced on behalf of the Employee and/or Dependent. If the Employee and/or Dependent recovers monies from any source but does not reimburse the Plan, the Plan also has the right to withhold future benefits on any claims submitted by the Employee, Dependent and/or any other Dependent of the Employee until the Plan has recovered the full amount allowed under the subrogation and reimbursement terms of the Plan.
- (e) The Employee and/or Dependent shall be solely responsible for paying all legal fees and expenses in connection with any recovery for the underlying claim, resulting from an injury,

sickness, accident or condition, and the Plan's recovery shall not be reduced by such legal fees or expenses.

- (f) The Employee and/or Dependent has the duty to cooperate with the Plan regarding its subrogation and reimbursement rights. The Employee and/or Dependent cannot alter the Plan's subrogation and reimbursement rights by an agreement with the third party.
- (g) The Employee and/or Dependent, and/or any agent of the Employee and/or Dependent, including any attorney, agrees to hold any money recovered in constructive trust for the benefit of the Plan to be paid to the Plan immediately upon recovery thereof.

The undersigned expressly understands and agrees that all benefits paid or to be paid by the Plan, including those amounts to be paid pursuant to this specific Subrogation and Reimbursement Agreement, are conditioned upon the Plan's rights of subrogation and reimbursement and create an equitable lien by agreement. The undersigned agrees to notify the Plan of any recovery by the undersigned relating to his or her claim and to repay the Plan from any and all recoveries once the undersigned has recovered monies. The undersigned understands and agrees that this Subrogation and Reimbursement Agreement creates contractual and equitable rights, in addition to those created under the Plan's Rules and Regulations, for the Plan to assert its subrogation and reimbursement rights against the undersigned in a court of competent jurisdiction.

Employee's Signature

Dependent's Signature
(If of Legal Age)

Date