

**Article 1**  
**(Description)**

The Wabash Memorial Hospital Association (“Wabash”) is a non-profit unincorporated association that was created in 1884 to provide health care for employees and retirees (and their dependents) of the Wabash, St. Louis and Pacific Railroad Company. Wabash is recognized as (i) a tax exempt entity pursuant to § 501 (c) (9) of the Internal Revenue Code of the United States (FEIN 37-0806462); (ii) an entity administering an employee welfare benefits plan, pursuant to the provisions of the Employee Retirement Income Security Act of 1974, as amended; and (iii) a health care prepayment plan by the Center for Medicare and Medicaid Services (CMS Plan No. H-6140). Wabash presently maintains its principal place of business at 1501 North Water Street, P.O. Box 1340, Decatur, Illinois 62525.

Throughout the history of Wabash, numerous decrees were entered identifying certain individuals as trustees of assets of Wabash, and on or about October 27, 1966, the Circuit Court of the Sixth Judicial Circuit, Macon County, Illinois (the “Circuit Court”) entered a decree (in Cause No. 66-C-244) naming the First National Bank of Decatur, a national banking association, as trustee of the Wabash’s assets. On or about March 9, 2000, Wabash requested the Circuit Court to terminate said trust and to return legal title of Wabash’s assets to Wabash. On March 13, 2000 the Circuit Court entered an Order in Cause No. 00-CH-66 (a) terminating the aforementioned trust, (b) discharging First National Bank of Decatur, a national banking association, as trustee, (c) and declaring the rights and interests of the Wabash and the scope of membership in the Wabash.

On March 8, 2002, Wabash entered into a trust agreement with Hickory Point Bank and Trust, fsb, a federal savings bank (“HPB”), for HPB to act as a fiduciary in holding and safeguarding Wabash assets in two (2) trust funds: (a) the Wabash Memorial Hospital Association Benefits Trust Fund; and (b) the Wabash Memorial Hospital Association Reserve Trust Fund. Wabash retains the authority to instruct HPB as to the manner in which Wabash assets are to be held, invested, disbursed and /or utilized, and HPB’s role as trustee is generally referred to as a non-discretionary role. Wabash’s entry into the agreement with HPB was designed to provide additional safeguards for the protection and integrity of the assets held by Wabash for the benefit of Wabash members. Copies of the trust agreement may be obtained from Wabash for a fee (to cover the costs of copying and delivery). HPB maintains its principal place of business at 225 North Water Street, Post Office Box 2548, Decatur, Illinois 62525-2548.

**ARTICLE II**  
**(Purpose)**

The sole and exclusive purpose of the Wabash is to provide quality health care to its members in a timely and cost-effective manner, in accordance with these By-Laws and Rules and Regulations enacted from time to time by Wabash and to promote the general health of the members of the Wabash.

**ARTICLE III**  
**(Membership)**

Subject to the payment of dues and assessments, and compliance with the Rules and Regulations, established by the Board of Managers of the Wabash from time to time, the following persons shall be eligible for membership in Wabash:

- (A) all individuals who were employed by the Wabash Railroad Company
- (B) all individuals who are, or were employed by the Norfolk & Western Railroad Company
- (C) all individuals who are, or were, employed by Norfolk Southern Railway Company (NSC), a Virginia corporation, or any successor thereto
- (D) all individuals who are, or were, employed by NSC, a Virginia corporation, or any successor thereto
- (E) all individuals who are, or were, employed by any railroad company operating the rail lines formerly operated by the Wabash Railroad Company
- (F) all individuals who are, or were, employed on the rail-lines operated formerly by the Wabash Railroad Company
- (G) all individuals who are, or were, employed by any company providing employees to work on rail-lines formerly operated by the Wabash Railroad Company
- (H) all individuals who are, or were employed by Wabash
- (I) current and former spouses, dependents, parents and parents – in- law of any individual eligible for membership under (a) through (h) who is, or was, employed by any railroad company operating the rail lines formerly operated by the Wabash Railroad Company or Wabash.

**ARTICLE IV**  
**(Funds)**

All membership dues paid to Wabash, contributions to the Wabash, assessments paid to Wabash, investment earnings and interest paid to Wabash, gifts, bequests and devices provided to the Wabash, and any other monies, assets, rights, interests and things of value acquired by the Wabash shall constitute the funds of the Wabash which will be handled and administered in accordance with the laws, rules and regulations applicable to the Association and these By-Laws.

**ARTICLE V**  
**(Board of Managers)**

(A) Responsibilities - The Board of Managers of Wabash (the "Board") shall be responsible for the management, guidance and direction of the business, properties and assets of Wabash.

(B) Number and Selection - The Board shall consist of one (1) individual from the retired members from the railroad crafts. The others shall include one representative from each craft maintaining an affiliation with Wabash and employed by the Norfolk Southern Railway Company, a Virginia Corporation, or by their craft, including but not limited to the ones named on the list that follows:

- Brotherhood of Locomotive Engineers and Trainmen
- Brotherhood of Maintenance of Way Employees
- Brotherhood of Railroad Signalmen
- Carmen's Division of Transportation Communication Union
- International Association of Machinists & Aerospace Workers
- International Brotherhood of Boilermakers, Ironship Builders,  
Blacksmiths, Forgers & Helpers
- International Brotherhood of Electrical Workers
- National Conference of Firemen & Oilers
- Sheetmetal Workers International Association
- United Transportation Union

or any successor(s) thereto.

(1) The one (1) individual selected to the Board from the retired members of the railroad crafts shall be selected by the Board after Wabash solicits names of individuals interested in representing the retirees on the Board from the retired members from the railroad crafts. Every other year, the Board shall select an individual to serve on the Board for a term of two (2) years, as well as a second individual (also selected for a term of two (2) years) to substitute in instances when the first is unable to attend a meeting, or meetings, of the Board.

(2) The individuals selected from the aforementioned crafts shall be selected by the General Chairman representing the class or craft, and the Chairman of each craft shall certify, in writing, to the Administrator of Wabash the identity of the individual member of Wabash who shall represent the craft as a member of the Board.

(C) Alternates - In the event a member of the Board, identified in Section (B) (2) of this Article, is unable to attend a meeting of the Board, the Chairman of the craft's general chairman, represented by said unavailable individual, shall certify, in writing, to the Administrator of Wabash the appointment of an alternate or successor to the member for that meeting or attend by proxy, but proxies may not be used in determining the existence of a quorum.

(D) Resignation and Replacement - A member of the Board may resign his position by providing a written notice of resignation to the Administrator of Wabash or the Chairman of the Board of Managers, which resignation shall be deemed effective when given, or at such later date as may be set forth within the notice of resignation, replace the member of the Board by certifying, in writing, to the Administrator of Wabash the identity of the replacement member of the Board.

Upon the resignation of any member of the Board, said resigned individual shall be replaced by an individual selected by the General Chairman representing the class or craft, and the General Chairman shall certify, in writing, to the Administrator of Wabash the identity of the individual member of Wabash who shall replace the Board member who resigned as a member of the Board. Upon the death or disability of any member of the board, said member shall be replaced in a like manner. The general chairman of each craft may also replace the member of the Board by certifying, in writing, to the Administrator of Wabash the identity of the replacement member of the Board.

(E) Committees - In addition to the Joint Conference Committee described elsewhere herein, the Board may designate one (1) or more members of the Board to constitute a committee of the Board, which committee shall have and exercise all of the authority of the Board granted to the committee by the Board, except as otherwise may be required or prohibited by law. Any such committee appointed by the Board shall continue to act unless and until the Board terminates the committee or the grant of authority to it. Any such committee appointed by the Board shall keep minutes of its meetings and actions, and shall report to the Board as deemed appropriate by the Board.

(F) Chairman and Vice-Chairman - Every other year at its annual meeting, the Board shall elect from among its members a Chairman and a Vice-Chairman. The Chairman shall preside over all meetings of the Board when present, and shall exercise general supervision over the affairs and activities of the Board. The Chairman shall also serve as a voting member of the Joint Conference Committee, described elsewhere herein, and as a voting member of all other committees appointed by the Board. In the absence of the Chairman, the Vice-Chairman shall preside over all meetings of the Board.

The Vice-Chairman also shall serve as a voting member and chairman of the Joint Conference Committee. In the event of a vacancy in the position of Chairman of the Board, the Board shall elect a member thereof to act as Chairman, and in the event of a vacancy in the position of Vice-Chairman, the Chairman shall select a member of the Board to serve as Vice-Chairman.

(G) Meetings of the Board - The Board shall hold three meetings per year on such dates established by the Chairman of the Board and approved by the Board, and at such other times as deemed appropriate by the Board. Unless otherwise directed by the Board, all meetings of the Board shall occur at the offices of Wabash. The annual meeting of the Board shall be designated as the first scheduled meeting after the audited financial statements of Wabash for the prior year shall become available.

Special meetings of the Board may be called by the Chairman by giving written notice of said meeting no less than ten (10) working days to all members of the Board, advising each of the purpose, time, date and place of said meeting. Any four (4) members of the Board also may call for a special meeting by providing a written request for such meeting to the Chairman with a description of the matters to be acted upon at said meeting, after which the Chairman shall, within ten (10) working days after receipt of the requests, provide written notice of the special meeting as set forth previously in this paragraph.

(H) Quorum - A majority of the number of the members of the Board shall constitute a quorum for transaction of business at any meeting of the Board, provided that if less than a quorum is present at any meeting, the majority of the members of the Board then present may adjourn the meeting at any time without further notice. Any action taken and / or approved by the majority of the members of the Board present at a meeting where a quorum thereof is present shall constitute the action of the Board and Wabash.

(I) Minutes - The Board shall keep and provide minutes of each meeting held by the Board, which minutes shall, at a minimum, include the identity of those present, reports of officers and committees, and a record of all action taken by the Board. The recorded vote of each member of the Board will be provided for any roll call votes requested. Each Board member shall be responsible for making available the minutes of any meeting of the Board to members of Wabash of his craft or group as may be requested from time to time, all in accordance with the requirements of these By-Laws and Rules and Regulations that may be enacted from time to time by the Board.

(J) Executive Session - Whenever the Board deems necessary, and whenever issues of litigation or other confidential matters are discussed, the Board shall adjourn to executive session, wherein the Board shall consider such matters as may come before the Board for decision or information, at which executive session, the Board shall keep minutes, which minutes shall not be released to any individual not a member of the Board except as may be directed by the Board and / or as may be required by law. Without limiting the right of the Board to participate in executive session, the Board may move to executive session in situations involving litigation, personnel matters, receiving and acting upon bids, considering offers or negotiations for contracts, etc.

(K) Action Without Meeting - Unless otherwise expressly prohibited by law or these By-Laws, any action required to be taken at a meeting of the board, or any action which may be taken at a meeting of the Board, or of any committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the Board members entitled to vote thereon, or committee members, as the case may be. The Board may also meet by use of telephone, video-conference or such other means as may be approved by the Board from time to time. Moreover, the Board also may act upon individual ballot completed and returned to the Administrator of Wabash by members of the Board.

(L) Ratification - The Board may ratify any act, policy, decision or determination made previously by Wabash or any person acting on behalf of Wabash.

(M) Compensation - Wabash shall compensate any member of the Board who attends a meeting of the Board in an amount equal to their applicable rate including overtime if appropriate for any wages for work time lost or personal time (at straight time rate) if during vacation or regularly scheduled time off. The Board also may reimburse any member of the Board for any expenses associated with service by the individual upon the Board or action taken on behalf of the Board.

**ARTICLE VI**  
***(Joint Conference Committee)***

(A) Composition - After the Chairman and Vice-Chairman of the Board are elected at the annual meeting of the Board of the Association, a Joint Conference Committee (The "JCC") shall be designated by the Board consisting of the Chairman, Vice-Chairman and two (2) other members of the Board as selected by the Board. Each member of the JCC shall have an equal vote.

(B) Purpose - The purpose of the JCC shall be to (1) represent the Board by studying and reviewing topics and / or issues presented by the Administrator of Wabash or the Chairman of the Board, which shall include any unfinished business from prior Board meetings; (2) recommend specific suggestions to the Board on matters requiring action by the Board which were reviewed by the JCC; and (3) distribute, prior to the next meeting of the Board, to members of the Board information containing minutes of any meetings of the JCC with appropriate support data and information for the study and review by the Board to assist the Board in considering acting in a timely fashion upon matters upon which the JCC offers recommendations to the Board.

(C) Authority - The JCC is empowered to make decisions and / or recommendations to the Board. Any issue coming before the JCC which results in a tie vote shall automatically be referred to the Board without any affirmative action by the JCC. All matters coming before the JCC for action are subject to review, ratification or rejection by the Board.

(D) Vacancy - In the event of a vacancy on the JCC, the Chairman of the board shall appoint a member of the Board to fill the vacancy until the next annual meeting and election of individuals to the JCC.

(E) Meetings - The JCC shall meet as often as is necessary to consult and advise the administration of Wabash and ensure the continued quality operations of Wabash, but in any event shall meet at least three times annually. The JCC will endeavor to meet approximately two (2) weeks prior to the regularly scheduled quarterly meetings of the Board.

(F) Quorum – Three (3) members of the JCC shall constitute a quorum of the JCC. In the absence of a quorum, the members of the JCC present may conduct such routine business as may come before the JCC, but shall designate in its report or recommendations to the Board that a quorum of the JCC was not present. Nothing shall prohibit those members present at a meeting of the JCC, where a quorum is not present, from adjourning, without further notice, said meeting to such other date and time as may be deemed appropriate.

(G) Minutes - The JCC shall keep and maintain accurate minutes of its meetings, and shall provide said minutes to each member of the Board in a timely manner.

**Article VI-A**  
**(Finance Committee)**

(A) Composition – The Finance Committee shall be composed of the Board Chairman and any two members of the Board selected by the Chairman. Their term shall be indefinite. At the pleasure of the Finance Committee, the Wabash Administrator may be considered non-voting participants.

(B) Purpose – The purpose of the Finance Committee is to establish a formal investment policy, to monitor and direct the activity of our Fund Manager in concert with Wabash administration, and to report to the Board of Managers.

(C) Authority – The Finance Committee is empowered to make decisions regarding investment of Wabash’s financial reserves in concert with the Fund Manager. Any change in Fund Manager must meet with the approval of the Board of Managers.

(D) Vacancy – Any vacancy appearing in the Finance Committee shall be filled by the Chairman at the next meeting of the full Board.

(E) Meetings – The Finance Committee shall meet as often as necessary to oversee the prudent investment of Wabash reserves or to respond to inquiries of the Board. In no case shall it be less than once each year.

(F) Quorum – Any two committee members shall constitute a quorum for the enactment of committee business.

(G) Minutes – The Administrator may be delegated to keep accurate minutes of each Finance Committee and report such to the next scheduled meeting of the full Board of Managers.

**ARTICLE VII**  
**(Administration)**

(A) Administrator

(1) Appointment and Term The Board shall appoint an Administrator for Wabash, who shall hold office at the pleasure and discretion of the Board, as such may be subject to any contract or agreement entered into by Wabash and the Administrator and as may be subject to application of law. The Board shall evaluate and review the performance of the Administrator at least annually, and the Board may, in its sole and exclusive discretion, adjust the salary and benefits provided to the Administrator, subject to any contract or agreement entered into by Wabash and the Administrator and as may be subject to application of law. Upon the suspension, leave of absence, extended absence, illness or disability of the Administrator, or the termination of the Administrator's employment with Wabash, the Chairman of the Board may appoint such person, as deemed qualified to act as Administrator of Wabash, until such time as the next scheduled meeting of the Board. The Board may thereafter continue the appointment or take such other action as deemed appropriate by the Board.

(2) Duties and Responsibilities The Administrator shall devote his full time and attention to the interests of Wabash. The Administrator shall comply with, and be charged with the enforcement of, these By-laws, Rules and Regulations as may be enacted by the Board from time to time, the policies and directives of the Board and legal requirements applicable to the Association. The Administrator shall possess administrative jurisdiction over all matters in which Wabash has, or may have, an interest, and the Administrator shall be responsible for the efficient functioning of Wabash in compliance with its purpose and principles. Specifically, but without limitation, the Administrator shall monitor all payrolls, Wabash expenditures, revenues, financial statements, assets, liabilities, investments, reserves, insurance, contracts and operations of Wabash and any medical facilities operated by Wabash. The Administrator shall also ensure the proper completion of the annual audit of the books, accounts and recant variances between operating and / or capital budgets and actual expenditures or liabilities.

The Administrator also shall submit to the Board, together with proposed budgets, the financial and administrative goals of Wabash for the subject year.

(3) Submission to the Board The Board may, from time to time, enact Rules and Regulations for the Board to review claims for benefits falling outside of the authorized and approved benefits schedule for consideration by the Board of modifying or changing the benefits schedule applicable to benefit claims of members of Wabash. In such situations, the Administrator shall provide to the board any documents and materials necessary for the board to review the matter, issues, costs, number of Wabash members impacted, any written request of any Wabash member seeking review in relation to the issue presented to the Board, and any recommendation of the Administrator in relation to the issue.

(B) Clinic Physician - The Board may appoint a Clinic Physician, who shall be licensed to practice medicine within the State of Illinois or within any state within which said individual provides medical services. The Clinic Physician shall hold his or her position at the pleasure and discretion of the Board as such may be subject to any contract or agreement entered into by Wabash and the Clinic Physician. The Clinic Physician shall report to the Administrator.

(C) Attendance at Board Meetings - At the discretion of the Board, the Administrator and Clinic Physician, as well as any other person or advisor, may attend meetings or functions of the Board, but said invitees shall not have any authority to vote on any matter present before the Board.

**ARTICLE VIII**  
**(Audits)**

Upon the advice of the Administrator, the Board shall select and retain a certified public accountant, or firm thereof, to perform an annual audit of the books, accounts, record and financial statements of Wabash for each fiscal year, as may be required by the United States Department of Labor, CMS, the Internal Revenue Service, or any successor(s) thereto, which report of audit shall be provided to the Board for review. The report of audit shall be submitted to the Board at the annual meeting of the Board, which annual meeting generally shall be held in May of each year.

**ARTICLE IX**  
**(Legal Counsel)**

Upon the advice of the Administrator, the Board shall select and retain an attorney, or firm thereof, to provide legal counsel and advice to Wabash as may be required. The attorney (or attorneys) retained by the Wabash shall report to the Administrator or, in circumstances warranting, to the Board.

**ARTICLE X**  
**(Contracts, Checks and Deposits)**

The Board may authorize and empower any person or entity to enter into any contract, or execute and deliver any instrument, in the name of and on behalf of Wabash, and such authority may be general or confined to specific instances.

All checks, drafts or other orders in the payment of money, notes or other evidences of indebtedness issued in the name of Wabash, shall be signed by such individual or entity of Wabash and in such manner as shall from time to time be determined by resolution of the Board. All funds of Wabash, not otherwise employed, shall be deposited from time to time to the credit of Wabash in such banks, trust companies or other depositories as the Board may select.

**ARTICLE XI**  
**(Fiscal Year)**

The fiscal year of Wabash shall be fixed by resolution of the Board from time to time.

**ARTICLE XII**  
**(Waiver of Notice)**

Whenever any notice is required to be given under the provisions of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person or persons at the meeting object(s) to the holding of the meeting because the notice was not given.

**ARTICLE XIII**  
**(Indemnification)**

(A) Power to Indemnify and Hold Harmless Wabash shall have the authority and power to indemnify and hold harmless from any loss or liability any person or entity who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the name or right of Wabash) by reason of the fact that said person or entity was a member of the Board, officer, employee or agent of Wabash, or who is or was serving at the request of Wabash as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against costs and expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person or entity in connection with such action, suit or proceeding if such person or entity acted in good faith and in a manner which said person or entity reasonably believed to be in, or not opposed to, the best interest of Wabash, and, with respect to any criminal action or proceeding if such person or entity had no reasonable cause to believe that his or its conduct was unlawful.

The termination of any action, suit or proceeding by judgment or settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which said person or entity reasonably believed to be in, or not opposed to, the best interest of Wabash, or with respect to any criminal action or proceeding, that the person or entity had a reasonable cause to believe that his or its conduct was unlawful. Notwithstanding anything to the contrary herein, no indemnification shall be provided any person or entity who has been judged to be liable for negligence or misconduct in the performance of duties or obligations owed to Wabash, unless, and only to the extent, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person or entity is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(B) Reimbursement To the extent that a member of the Board, officer, employee or agent of Wabash has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Section (A) of this Article, or in the defense of any claim, issue or matter therein, such person or entity may be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or in connection therewith.

(C) Determination Any action or agreement to indemnify and / or hold harmless, as described in Sections (A) and (B) of this Article, shall be made by Wabash, in succeeding order, by

(1) a majority of any committee empowered by the Board to act upon such matter

(2) the Board by a majority of a quorum of members of the Board who were not parties to such action, suit or proceeding;

(3) by independent legal counsel in a written opinion

(D) Advance of Expenses Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by Wabash in advance of the final disposition thereof, as authorized by the Board in a specific case, upon receipt of an undertaking by or on behalf of the person or entity for whom the expenses are being advanced to repay such amount, unless it shall ultimately be determined that said person or entity is entitled to be indemnified by Wabash as authorized in this Article.

(E) Non-Exclusivity The authority described in this Article shall not be deemed to be exclusive or any other rights to which those indemnified may be entitled under any contract, agreement, vote or otherwise, both to action in an official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a member of the board, officer, employee or agent and shall inure to the benefit of the heirs, executors, administrators and representatives of such person or entity.

(F) Right to Acquire Insurance Wabash shall have the power and authority to purchase and maintain insurance on behalf of any person or entity who was a member of the Board, an officer, employee or agent of Wabash, or is or was serving at the request of Wabash as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person or entity and incurred by said person or entity in such capacity, or arising out of the status as such, regardless of whether Wabash would have the power or authority to indemnify said person or entity hereunder.

**ARTICLE XIV**  
**(Amendment)**

The Board shall have the authority and power to amend these By-Laws at a meeting of the Board where a quorum thereof is present and where the proposed amendment was provided to each member of the Board present at least ten (10) working days prior to said meeting. Any action to amend these By-Laws shall require a consent of two-thirds (2/3) of the Board members present at said meeting.

**ARTICLE XV**  
**(Order of Business)**

Robert's Rules of Order shall be used for the order of business coming before the Board, which rules may be modified by the Chairman of the Board (or presiding member of the Board at said meeting) as deemed appropriate for the conduct of said meeting.

**ARTICLE XVI**  
**(Format)**

Headings are used herein solely for convenience, and such shall not increase, enlarge, decrease, diminish, alter, modify or change the meaning of the language of any section hereof. Moreover, the use of masculine pronouns shall be without exclusive effect, and where appropriate shall be construed to include feminine pronouns.