



AMENDED AND RESTATED
AGREEMENT AND DECLARATION OF TRUST
OF THE
PRODUCERS' HEALTH BENEFITS PLAN

This Agreement and Declaration of Trust of the Producers' Health Benefits Plan (herein the "Plan" or "PHBP") originally made and entered into the 1st day of January, 2001 (under the name "AICP Health Benefits Fund"), as Amended and Restated as of September 29, 2015, is further Amended and Restated effective November 29, 2018 by the undersigned Trustees.

WITNESSETH THAT:

WHEREAS, the Employers as members of the AICP have previously established for the benefit of their eligible Employees a voluntary employees' beneficiary association for the payment on a fully insured basis of certain specified health and welfare benefits for such Employees who elect to participate in the Plan; and

WHEREAS, the Plan to which this Trust relates provides that the Plan benefits will be paid from insurance purchased with the funds deposited in this Trust; and

WHEREAS, the Employers and the AICP, to effect the Plan and to provide for the investment, management and distribution of funds held in Trust, wish to establish this Trust, as hereinafter provided; and

WHEREAS, the Employer intends that this Trust, and the Plan to which this Trust relates, shall qualify under Section 501(c)(9) of the Internal Revenue Code of 1986, as amended and the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, as a fully insured employee welfare benefit plan.

NOW, THEREFORE, the Trustees do hereby declare as follows:

ARTICLE 1

DEFINITIONS

1.1 The term "AICP" means the Association of Independent Commercial Producers, Inc., a not-for-profit trade association organized under the New York Not-For-Profit Law and qualified Section 501(c)(6) of the Code.

1.2 The term "Beneficiary" means a person designated by a Participant or by the Plan of Benefits, such as a dependent or family member of a Participant who is or may become entitled to receive a benefit from the Plan as specified in the Plan.

1.3 The term "Benefits" means the coverage set forth in the Plan.

1.4 The term "Code" means the Internal Revenue Code 1986 as amended.

1.5 The term "Covered Employee" means an Employee who has satisfied the eligibility requirements of the Plan and is a "Covered Employee" as described in the Plan.

1.6 The term "Effective Date" means February 1, 2008 with respect to the initial insured Plan of Benefits.

1.7 The term "Employee" means: (i) an "employee" as defined in Section 3 (6) of ERISA who is a common law employee in relation to an Employer or Employers, employed in the following categories of employment ("Covered Categories") as the Trustees by resolution elect to cover under the Plan of Benefits and who (ii) is not covered by a collectively bargaining agreement to which the Employer is a party or signatory. Covered Categories are:

Staff Employee Categories

Staff" Employee means a permanent, common law employee of the Participating Employer hired for an indefinite period of employment (i.e. not on a freelance, project by project, or temporary basis), who is normally and regularly scheduled to work at least 30 hours per week.

Freelance Employee Categories

For all Participating Employers, whether or not the Participating Employer is a signatory to the then current IATSE Commercial Production Agreement, the following core freelance job titles are considered PHBP Covered Categories:

- Producer
- Production Manager
- Production Supervisor
- Production Coordinator
- Bidder
- Production Assistant

With respect to all Covered Categories, where the core job title is followed or preceded by, a modifier (e.g. adjective, prefix, suffix or descriptive term) except "post" (meaning post-production) which is included as part of the core job title, the Plan treats the modifier only as a general descriptive term which does not change the coverage requirement of the core job title nor does the Plan treat the modified core title as a different, non-covered job category. For example, the core job title of Producer when combined with a modifier such as Associate, Assistant, CG, Digital,

Interactive, Post, VR etc. remains the Covered Category of “Producer”.

(iii) The following categories of individuals are not eligible for participation in, or to receive Plan Benefits under, the Plan: (A) independent contractors; (B) sole proprietors (except as provided under 29 C.F.R. Section 2510.3-5(e)); (C) partners; corporate officers and their spouses who do not qualify for treatment as Employees under applicable law. No officer, employee, shareholder employee or highly compensated employee shall be entitled to receive any benefit or benefits that are disproportionate in relation to benefits which other employees covered by the Plan are eligible to receive.

(iv) Membership in the Plan by any employee shall be voluntary within the meaning of regulations adopted under Code Section 501 (c) (9). Execution of a participation agreement obligating the Employer to make contributions to the Trust Fund on behalf of Employees as required by the Trustees as a condition of participation and coverage, shall be voluntary.

(v) Participation by AICP Associate Member Employers (Effective November 1, 2018):

(a) Associate Members of the AICP share commonalities with AICP General Members where the Associates are primarily engaged in the integrated commercial production business, a business comprised of pre-production, production, commercial music and post-production operations conducted by such General Members that the AICP represents as a trade association and are permitted to sponsor and maintain the Plan under this Trust Agreement. An Associate Member in good standing that is determined by the AICP, subject to confirmation and approval by the Trustees of the Plan, to be primarily engaged in the integrated commercial production business may elect to sponsor and maintain the Plan as a contributing employer. As in the case of General Members of AICP who are contributing employers, participation in the Plan (including the types and levels of coverage) is at all times subject to and in accordance with the governing documents of the Plan and the decisions of the Board of Trustees. For purposes of this sub-Section, an AICP Associate Member shall qualify as “primarily engaged” where it regularly, over a representative period:

- (b) Derives at least 66.6% of its gross annual revenue from:
- (1) The sale or rental of components, including but not limited to, goods, materials, visual elements, equipment, expendables, supplies, facilities or locations used in physical or digital commercial production or post-production; or
 - (2) The sale of commercial production or post-production management services including but not limited to, business representation, commercial distribution services or other “behind the camera” (as that term is used in the commercial production business) services; or
 - (3) From a combination of sales, rentals, and/or services as described in (1) and (2).

(c) AICP Associate Members (who qualify as primarily engaged in the integrated commercial production business under Section (b)) who are “employers” as defined in § 3(5) of the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”) (29 U.S.C. § 1002 (5)) and regulations thereunder and who are members in good standing of the

AICP may elect to form, join, participate in, contribute to sponsor and maintain this Plan for the sole benefit of their employees as defined in § 3(6) of ERISA and such employees shall be deemed by the Plan to work in the physical and digital production (including post-production and commercial music) of commercials (including staff, managerial and officer positions) with respect to the goods and services described in Section 1 (a) (1) or (2) provided such employees are not covered in such work by a collective bargaining agreement(s) to which their employer is a party. The terms and conditions of such participation and the benefits provided by Plan, shall be determined by the Board of Trustees; provided, however, that the benefits available under the Plan shall be fully insured as defined in ERISA.

(d) To the extent permitted under ERISA and regulations thereunder, other applicable law and the provisions of the Plan's governing documents, the AICP may elect to participate as a contributing common law employer in the Plan with respect to the AICP's common law employees as defined in Section 3(6) of ERISA.

1.8 The term "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.9 The term "employer" means a "production (including post-production) company" (also sometimes referred to as a "Producer") general member in good standing, of the AICP as defined in its then current By-Laws; who

(i) Is an "employer" as defined in Section 3(5) of ERISA; and

(ii) Employs Employees whether on a freelance (i.e. production by production basis) or staff basis as defined in Section 1.7 (ii) as a production (including post-production and commercial music) company of productions within the scope of its general membership in the AICP and the AICP Bylaws (herein "Covered Productions") or as an Associate Member of AICP pursuant to Section 1.7 (v).

1.10 The term "Fiduciary" means the following persons or entities are designated as the "Named Fiduciaries" with respect to this Trust, and the Plan to which it relates, and the fiduciary duties of each are set forth and limited to the responsibilities set forth herein and in said Plan, as provided in Section 402(a) of ERISA: The undersigned Trustees are the "Named Fiduciary" for the purposes of review of denied claims under Section 503 of ERISA.

1.11 The term "Plan" means the Trust Fund the Plan of Benefits established and maintained for the purposes of providing benefits consistent with Section 501(c)(9) of the Code, ERISA and administered by the Trustees in accordance with ERISA, this Trust Agreement and any amendments thereto.

1.12 The term "Plan Administrator" as used in Section 3(16)(A) of ERISA subject to Article 4 hereof shall mean the Board of Trustees.

1.13 The term "Insurer" means the insurance company or companies with which the Trustees contract to insure the benefits provided by the Plan of Benefits.

1.14 The term “Participant” means any Covered Employee or former Covered Employee of an Employer who is or may become eligible to receive any benefit of any type by the Plan in accordance with the eligibility criteria as set forth in the Plan Documents or, where the Plan of Benefits so provides whose Beneficiaries may be eligible to receive any such benefit.

1.15 The term “Employer” or “Participating Employer” means:

(i) Consistent with applicable law including the Code and ERISA, such employer, within the meaning of Section 3(5) of ERISA, that that the Trustees determine by resolution may become a Participating Employer; and

(ii) Executes a participation agreement in which it agrees to participate in and contribute to this Plan and such rates, terms and conditions therein as the Trustees may establish from time to time and agrees to be bound by this Trust Agreement. In such participation agreement(s) the Participating Employer is sometimes referred to as the Producer or the Contributing Employer. The AICP is not a sponsor of the Plan within the meaning of ERISA. The AICP shall have no rights with respect to the election or removal of Trustees nor any voice or vote in the governance or administration of the Plan, the Trust or the Plan of Benefits under this Trust Agreement.

1.16 The term “Plan Administrator” means the Board of Trustees.

1.17 (a) The term “Plan of Benefits” means the benefit programs and eligibility rules and other rules established and maintained by the Trustees for the payment or provision of medical, surgical, hospital, dental, vision, life insurance, accidental death and dismemberment, disability and accident and sickness benefits and other similar benefits by means of insurance consistent with the purposes set forth in Section 501(c)(9) of the Internal Revenue Code and the ERISA. As used in this Trust Agreement, the term “payment or provision of benefits from the Trust Fund” shall mean the provision of such benefits through one or more insurance carriers, properly licensed and authorized to provide such benefits to which the Plan pays premiums or other sums therefor. The Plan and Plan of Benefits shall constitute an “employee welfare benefit plan” as defined in ERISA Section 3(1) which shall be fully insured and shall be administered in accordance with said statute, this Trust Agreement, and any amendments thereto and any applicable Plan Documents. Any and all amendments to Plan Documents shall be adopted by the Trustees consistent with ERISA and the procedures set forth herein.

(b) For the purposes of this Trust Agreement and all Plan Documents, the term “fully insured” shall have the same meaning as that used in ERISA Section 514(b)(6)(D).

1.18 The term “Plan Documents” shall mean those documents relating to the Plan of Benefits which are described in ERISA Section 104(a)(1), including Plan Descriptions, Summary Plan Descriptions, annual reports, employer agreements to make contributions, participate in the Plan and be bound by this Trust Agreement, this Trust Agreement and service provider contracts and contracts with insurance carriers. The Plans collection and delinquency procedures as amended from time to time shall be deemed included in “Plan Documents.”

1.19 The term “Plan Sponsor” means the Participating Employers acting through the Trustees.

1.20 The term “Trust Agreement” shall mean this Agreement and Declaration of Trust together with all amendments hereto.

1.21 The term “Trust” or “Trust Fund” means

(i) this Trust Fund established for the purposes of providing welfare benefits consistent with Section 501(c)(9) of the Internal Revenue Code and ERISA and administered by the Trustees in accordance with ERISA, this Trust Agreement, the Plan Documents and any amendments thereto; and

(ii) the sum of contributions held by the Trustees hereunder, increased by earnings and profits thereon and reduced by reasonable expenses incurred and by benefits paid from the Plan.

1.22 The term “Trustees” means the undersigned Trustees and their successors designated in accordance with this Trust Agreement.

ARTICLE 2

NAME, PURPOSE AND SITUS OF THE PLAN

2.1 The name of this Plan is the “Producers’ Health Benefits Plan”.

2.2 The purpose of the Plan is to provide, on a fully insured basis through insurance carriers, medical, surgical, hospital, dental, life insurance, accidental death and dismemberment, disability and accident and sickness benefits, and other similar benefits, as described in 501(c)(9) of the Code and Section 3 (1) of ERISA for Participants and their Beneficiaries. The monies received from Employers obligated to make contributions pursuant to participation agreements and/or Covered Employees shall be pooled for the purposes of purchasing insurance (through reputable and licensed insurance carriers) providing all covered benefit programs and for the purpose of defraying the reasonable expenses of administering such benefit programs. Notwithstanding the foregoing, a Participant or Beneficiary shall only be eligible to receive those benefits from the Plan as provided in the Plan Documents.

2.3 The situs and principal office of this Trust and the Plan shall be Raleigh Studios, 650 N. Bronson Avenue, Los Angeles, California, or such other office in the State of California as the Trustees shall establish.

ARTICLE 3

PLAN ASSETS

3.1 The Plan shall consist of all contributions, monies and other property received:

(a) pursuant to the provisions of participation agreements, acceptable to the Trustees, that require contributions to be made to the Plan;

(b) from any other source, so long as the property received may be used by the Trustees in a manner which is consistent with ERISA and with the terms and purposes of this Trust Agreement.

3.2 All such money and other property held by the Trustees hereunder shall be held by the Trustees in trust for the purposes set forth herein and shall be dealt with in accordance with the provisions of this Trust Agreement. Unless otherwise required by law or regulation, the indicia of ownership of the assets of the Plan shall be maintained within the jurisdiction of the district courts of the United States.

3.3 By executing a participation agreement requiring contributions to the Plan, the Employer agrees to comply with and be bound by all of the terms of the Trust Agreement, in its present form and as amended from time to time, and agrees to have ratified (without the necessity of notice) all acts taken or to be taken as well as all rules, regulations, and procedures adopted or to be adopted by the Trustees for the proper administration of the Plan and to carry out their fiduciary duties under ERISA. Non-payment by an Employer of any contributions or other monies owed to the Plan shall not relieve any other Employer from its obligation to make required payments to the Plan.

3.4 The Plan and its Plan of Benefits shall be funded by contributions of Employers and/or Covered Employees and investments and income therefrom and all such contributions shall be irrevocable. Contributions, if any, to be made by Covered Employees shall be made by payroll deduction a direct payment as the Trustees determine.

ARTICLE 4

PLAN ADMINISTRATOR

4.1 The statutory "Plan Administrator" of the Plan and its related Plan of Benefits, as defined under ERISA Section 3(16)(A) is the Board of Trustees, who shall carry out all statutory responsibilities set forth in ERISA, including but not limited to:

- (a) furnishing, or causing to be furnished, to Participants and Beneficiaries the Summary Annual Report, Summary Plan Description, Summary of Material Modification, and Statement of Benefits;
- (b) filing, or causing to be filed, Annual Reports (on Form 5500) with the Internal Revenue Service;
- (c) providing, or causing to be provided, to Participants and Beneficiaries documentation detailing specific reasons for benefit denials; descriptions of additional information necessary to perfect claims; and appropriate information regarding steps to be taken to submit claims for review.
- (d) keep or cause to be kept accurate books and records with respect to Covered Employees under the Plan, and the benefits provided to them and to their dependents.
- (e) The Board of Trustees may assign, delegate or direct any duties, responsibilities or obligations it has as Plan Administrator under the Plan documents to such

committee of Trustees or such officers and employees of the Plan or other persons as it deems appropriate, including an employee who shall have the title of Executive Director of the Plan and who may be clothed with fiduciary responsibilities and non-fiduciary responsibilities as the Board of Trustees determines.

4.2 The Trustees may in their discretion hire or retain a person or persons to perform the ministerial and administrative duties described in 4.1 as a third party administrator of the Plan. Except as otherwise provided herein, the third party administrator shall have the responsibility and authority to control the day-to-day operation and administration of the Trust Fund and the Plan, subject to the terms of this Agreement, the Plan, any written agreement between the Board and the third party administrator, and any policies, procedures and other rules that may from time to time be established by the Board. When and to the extent directed and authorized by the Trustees, such third party administrator shall administer and maintain the offices, books, records, clerical and administrative services of the Plan; prepare, file and disseminate all reports, returns or other documents required to be filed by ERISA and other applicable laws; collect, receive and deposit, on behalf of the Trustees, contributions and other monies of the Plan; act as custodian of other properties and assets of the Plan; execute contracts and legal documents when specifically authorized by the Trustees; supervise insurance carriers and review claims payments; pay insurance premiums, benefits and expenses of the Plan and the Plan of Benefits in accordance with the Plan Documents; act as agent for service of legal process; and carry out other administrative duties pursuant to the direction of the Trustees. The Board of Trustees may allocate responsibilities, duties and authority between the third party administrator and the Executive Director referred to in Section 4.1 (e) as the Board of Trustees determines.

ARTICLE 5

POWERS AND DUTIES OF THE TRUSTEES

5.1 The Trustees shall be responsible for the general supervision of the operation of the Plan, and shall conduct the business and activities of the Plan in accordance with this Trust Agreement and applicable law.

5.2 The Trustees may employ Plan executives and other employees and administrative service providers who will carry out the policies and rules adopted by the Trustees.

5.3 General Duties of the Trustees:

(a) The Trustees shall hold, manage, invest and reinvest the Trust Fund, collect the income thereof and make payments therefrom, all as herein provided.

(b) The Trustees shall discharge their duties:

(i) solely in the interest of the Plan Participants and their Beneficiaries; and

(ii) For the exclusive purpose of providing benefits to Covered Employees and their covered Beneficiaries and defraying reasonable expenses of administering the Plan; and

(iii) With the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and

(iv) By diversifying the investments of the Trust so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and

(v) In accordance with the documents and instrument governing the Trust insofar as such documents and instruments are consistent with the provisions of ERISA.

5.4 Investment Powers of the Trustees: With respect to the Trust Fund, the Trustees are authorized and empowered, in their sound judgment:

(a) To hold uninvested from time to time, such sums of money as are necessary for the cash requirements of the Plan under a funding policy adopted by the Trustees, and to keep such portion of the Plan in cash or cash balances as the Trustees may from time to time deem to be in the best interests of the Trust Fund.

(b) To invest and reinvest the principal and income of the Trust Fund, without distinction between principal and income, in such securities as, but not limited to, savings accounts, common stocks, preferred stocks, bonds, bills, notes, commercial paper, debentures, mortgages, equipment trust certificates, investment trust certificates and in common Trust Funds maintained by Trustee as a medium for collective investment of similar trusts.

5.5 Administrative Powers of the Trustees: The Trustees shall be authorized and empowered, in its discretion, to exercise any and all of the following rights, powers and privileges with respect to the Trust Fund:

(a) To sell, exchange or grant options to purchase or sell any such property at such times and upon such terms and conditions as Trustees deem appropriate at either public or private sales and without notice or advertisement of any kind.

(b) To exercise or refrain from exercising voting rights pertaining to any securities, including exercise by general or specific proxies or powers of attorney with or without power of substitution.

(c) To consent to or participate in amalgamations, reorganizations, recapitalizations, consolidations, mergers, liquidations or similar transactions with respect to any securities, and to accept and to hold any other securities issued in connection therewith.

(d) To exercise any subscription rights or conversion privileges with respect to any securities held in the Trust Fund.

(e) To collect and receive any and all money and other property of whatsoever kind or nature due or owing or belonging to the Trust Fund and to give full

discharge and acquittance therefore, and to extend the time of payment of any obligation at any time owing to the Trust Fund, as long as such extension is for a reasonable period and continues at reasonable interest.

(f) To cause any securities or other property to be registered in, or transferred to, the individual name of Trustee or in the name of one or more of its nominees, or one or more nominees of any system for the centralized handling of securities, or to retain them in unregistered form, but the books and records of the Trust shall at all times show that all such investments are a part of the Trust Fund.

(g) Generally, to do all acts, whether or not expressly authorized, which Trustees deem necessary or desirable, but acting at all times according to the principles of prudence expressed in Section 5.4(b) hereof.

5.6 Authority of Trustee: Persons dealing with Trustee shall be under no obligation to see to the proper application of any money paid or property delivered to Trustee or to inquire into authority of Trustee as to any transaction.

5.7 Consistent with the purposes of the Plan, the Trustees may engage in each of the following activities in conducting the business of the Plan:

(a) Merge with trust funds created for similar purposes and accept and receive all properties and assets of trust funds which merge with and into the Plan;

(b) Accept, receive and hold all income from earnings and property of the Plan and administer the same as a part hereof;

(c) Deposit, or cause to be deposited, monies received by the Plan in such bank or banks designated by the Trustees and withdraw, or cause to be withdrawn, said funds for the purposes herein provided;

(d) Alter, amend and change the benefit programs of the Trust Funds which have merged with and into the Plan;

(e) Pay all taxes or surcharges of any and all kind whatsoever that may be levied or assessed by existing or future laws on the Plan or the income thereof,

(f) Employ legal counsel, accountants, enrolled actuaries, investment managers, other expert personnel or organizations and administrative and clerical employees, and appoint advisory committees to advise and consult with the Trustees and Plan executives as the Trustees may direct;

(g) Make, execute and deliver any and all contracts, agreements, deeds, leases, mortgages, conveyances, waivers, releases or other written instruments or documents which the Trustees deem necessary or appropriate for the accomplishment of the purposes of this Trust Agreement;

(h) Purchase, sell, lease, construct, renovate or refurbish such real property as the Trustees, in their sole discretion, deem necessary or appropriate for the performance of their duties;

(i) Purchase, sell or lease such personal property, materials, supplies, equipment and services, as the Trustees, in their sole discretion, deem necessary or appropriate for the performance of their duties;

(j) Settle, compromise, arbitrate, adjust or release any claim, debt or liability due or owing or alleged to be due and owing from or to the Plan or its Plan of Benefits; commence, defend and settle all legal, administrative or other proceedings necessary or proper in the administration of the Plan; and require Employers who are determined by the Trustees to be delinquent in the payment of their contributions or who have failed to make contributions on Covered Employees as required by their respective participation agreements to pay the costs of collecting the monies due to the Plan, including the cost of payroll audits, attorneys fees, court and/or arbitration costs, late fees, reasonable interest as may from time to time be determined by the Trustees, and liquidated damages not to exceed twenty percent (20%) of the principal delinquency;

(k) Establish investment policies and appoint one or more banks, trust companies, insurance companies or investment advisers (hereinafter referred to as the "Investment Managers") to invest and reinvest all or any part of the assets of the Plan, and enter into and execute (with such Investment Managers) agreements containing such provisions as the Trustees may deem appropriate for the proper management of the Plan; and, upon the execution of any such agreement, convey and transfer to such Investment Managers all or any part of the assets of the Plan and grant such Investment Managers such powers and authorities as are permitted by ERISA;

(m) Amend the Trust Fund's related Plan of Benefits and adopt rules and regulations for the administration of the Plan and the Plan of Benefits which the Trustees may deem necessary and proper to ensure said Fund's and said Plan's compliance with federal laws and regulations, including but not limited to, as may be applicable, the Code, ERISA, the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), 29 U.S.C. § § 1161, et seq., as amended, the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § § 1201, et. seq., as amended, the Family and Medical Leave Act of 1993 ("FMLA"), 29 U.S.C. § § 2601, et. seq., as amended, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 29 U.S.C. § § 701 et. seq., as amended, and any subsequent federal law or other applicable state law, to the extent not preempted by ERISA.

5.8 The Trust Agreement, Plan of Benefits and related rules and regulations for the administration of the Plan shall at all times comply with all applicable provisions of ERISA and the Code. The Trustees may amend any of the Plan Documents prospectively or retroactively, as they deem necessary, to maintain the continuation of the Plan's tax-exempt status or to ensure compliance with ERISA and the Code and any pertinent regulations or rulings issued with respect thereto. The Trustees shall not be under any obligation to pay any benefits if the payment of such benefits will result in the loss of the Plan's tax-exempt status under ERISA and the Code and any pertinent regulations or rulings issued with respect thereto.

5.9 The Trustees shall adopt rules and regulations for the administration of the Plan and its Plan of Benefits and establish the amount and nature of benefits payable to Participants and Beneficiaries, the eligibility requirements for receiving benefits with respect to participation, length of service, and other conditions for obtaining benefits, which the Trustees, in their sole discretion, may deem necessary and proper to effectuate the purposes of the Plan, and from time to time to alter, amend or change eligibility requirements as may be justifiable, to provide for portability of service for the payment of benefits, and enter into reciprocity agreements with other welfare funds or plans.

5.10 Pursuant to the powers granted them herein, the Trustees may determine the eligibility of Employees and their Beneficiaries for benefits under the Plan of Benefits administered by them, and pay or provide for the payment of benefits to Participants and their Beneficiaries. The Trustees may delegate the initial determination of such eligibility to the Plan's Administration or the Plan's administrative employees, and establish and participate in a review procedure of claims for benefits which have been denied. The Trustees may also pay or provide for the payment of all reasonable and necessary expenses incurred in the administration of the affairs of the Plan and its Plan of Benefits adopted or administered thereunder, including, but not limited to administrative, legal, accounting, actuarial, investment fees and the fees of other expert personnel, the cost of bonding fiduciaries of the Plan, the cost of obtaining fiduciary liability insurance and the necessary and reasonable expenses of the Trustees.

5.11 Subject to the stated purposes of the Plan and the provisions of this Trust Agreement, the Trustees shall have full and exclusive jurisdiction and discretionary authority to decide all questions or controversies of whatever character arising in any manner between any parties or persons in connection with the Plan or the interpretation thereof, including the construction of the language of this Trust Agreement, the benefit programs, the rules and regulations adopted by the Trustees, and any writing, decision, benefit eligibility determination, instrument, or accounts in connection with the same and with the operation of the Plan or otherwise. All decisions, determinations, and any construction of the Trust Agreement adopted by the Trustees in good faith shall be binding upon all persons dealing with the Plan, and all Participants and other persons claiming any benefits thereunder, except to the extent that the Trustees may subsequently determine, in their sole discretion, that their original decision was in error or to the extent that such decision may be determined to be arbitrary or capricious by a court having jurisdiction over such matters.

5.12 Subject to the stated purposes of the Plan and the provisions of this Trust Agreement, the Trustees shall have full and exclusive jurisdiction and authority to establish a funding policy and funding method for the Plan of Benefits administered hereunder, consistent with the obligations of this Trust Agreement and the requirements of ERISA, to establish such reserve or reserves as the Trustees deem necessary or advisable for the sound and efficient administration of the Plan and its Plan of Benefits, and to purchase and policies of insurance.

5.13 Pursuant to the powers and authority granted them herein, the Trustees may exercise those powers and authority necessary to effect the purposes of the Plan or, in their discretion, may delegate the same to Investment Managers, including the power and authority:

(a) To invest and reinvest the assets of the Plan, without distinction between principal and income, in such stocks, bonds, notes, mortgages or other obligations, trust and participation certificates, beneficial interests in any trusts, including but not limited to trusts

which the Investment Managers have created or may hereafter create alone or in participation with others (including common, collective, or pooled investment funds), or in such other property, or interests therein, whether real or personal, and wherever situated, as the Trustees or Investment Managers deem proper;

(b) To sell by private contract or at public auction, exchange, convey, transfer or otherwise dispose of or deal with any property, upon the condition that no person dealing with the Trustees or Investment Managers shall be bound to see to the application of the purchase money or property delivered to the Trustees or Investment Managers, to inquire into the validity or propriety of any such sale or other disposition, or to inquire into the terms of this Trust Agreement or to see that such terms are complied with;

(c) To manage stocks and vote proxies appurtenant thereto; to manage bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, notes or other property held by or in the Plan;

(d) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(e) To register any investment held in the Plan in their or its own name or in the name of a nominee and to hold any investment in bearer form, but the, books and records of the Trustees or Investment Managers, as the case may be, shall at all times show that all such investments are part of the Plan;

(f) To employ suitable agents or custodians and to employ counsel;

(g) To require, before making any payment, such releases, indemnities or other documents from any lawful taxing authority or governmental body, department or agency as may be considered necessary for the protection of the Plan without any liability for payment of interest on monies retained pending receipt of such releases, indemnities or other documents; and

(h) To do any and all acts, whether or not expressly authorized, which they or it deem necessary or proper for the protection of the property held hereunder.

5.14 In determining whether the Trustees or Investment Managers have complied with the fiduciary responsibility provisions of ERISA Section 404(a)(1)(C), or with any comparable section of any future legislation which amends, supplements or supersedes said section, the investments of the Plan shall be considered in their entirety in making such a determination.

5.15 The Trustees are acting as fiduciaries of the Plan and its Plan of Benefits administered hereunder, and shall discharge their duties consistent with the requirements of ERISA. Consistent with ERISA Section 405(b)(1)(B), the Trustees may allocate and delegate to

Trustees, and/or such Committees or Subcommittees as the Trustees may determine to create, such administrative duties and fiduciary responsibilities as permitted by ERISA and the Code, as the Trustees may deem appropriate upon duly adopted resolution of the Trustees.

5.16 The Trustees and the Plan are automatically assigned the right of action against third parties in any situation in which benefits are paid to Participants and/or their Beneficiaries. If a Participant and/or Beneficiary brings a claim against any third party, benefits payable from the Plan shall be included in the claim. When the claim is settled or adjudicated, the Participant and/or Beneficiary shall reimburse the Plan for the benefits paid, to the extent of the settlement or adjudicated amount. A Participant and/or Beneficiary shall do nothing to prejudice the rights of reimbursement owing to the Plan, and shall sign and deliver such documents as are required by the Plan to secure those rights prior to the payment of any benefits by the Plan.

5.17 The Trustees are authorized to negotiate for, obtain and maintain policies of group life, group accident and group health insurance or such other insurance coverage as may be determined necessary and desirable by the Trustees for the payment of benefits to Participants and Beneficiaries as now or hereafter may be authorized or permitted by law. Such policies of insurance shall be in such forms and in such amounts and may contain such provisions and be subject to such limitations and conditions as the Trustees in their discretion may from time to time determine. The Trustees may exercise all rights and privileges granted to the policy holder by the provisions of each contract or policy of insurance, and may agree with the insurance carrier to any alteration, modification or amendment of such contract or policy, and may take any action respecting each such contract or policy and the insurance provided thereunder which they, in their discretion, deem necessary or advisable. Provided, however, and notwithstanding anything seemingly to the contrary in this Section 5.17, that all such policies shall be consistent with the Fund's status as a "fully insured" employee welfare benefits plan under ERISA; and further provided, that such policies shall not contain any provision which precludes any participant, beneficiary or employee from maintaining a direct suit for benefits or payments against the issuing carrier.

5.18 The Trustees are authorized to do any and all acts, whether or not expressly authorized hereto that the Trustees, in their discretion, deem reasonable or necessary for the proper administration of the Plan and/or the exercise of their fiduciary and Trustee duties under ERISA.

5.19 Determine and identify by resolution those states in which the Plan of Benefits shall be available and those individual or groups of Employers that may become Participating Employers based on location, domicile or principal place(s) of business, or other factors as determined by the Trustees.

5.20 Accept or reject any Employer as a Participating Employer and terminate the participation of any Participating Employer when determined by the Trustees in their sole judgment to be necessary, desirable or in the best interests of the Plan or the Participants.

ARTICLE 6

EXPENSES OF THE TRUSTEES

Reasonable expenses incurred by the Trustees in the administration of the Plan and its related Plan of Benefits, including expenses of the Trustees, their agents and advisors for attending Trustees' meetings, educational conferences, or other business of the Plan or its related Plan of Benefits, and other proper charges and expenses of the Trustees shall be paid from the Plan, in accordance with the expense reimbursement guidelines adopted by the Trustees. The Plan shall not compensate the Trustees for services rendered to the Plan or its related Plan of Benefits.

ARTICLE 7

BOOKS AND RECORDS

7.1 The Trustees shall keep or require the Plan Administrator to keep accurate and detailed account books and records of all receipts, investments, disbursements and other transactions hereunder and all accounts, books and records required by law. The books and records of the Plan shall be open to inspection by the individual Trustees at any reasonable time. The Trustees shall cause the books and records of the Plan to be audited annually by certified public accountants, and a statement of the results of said audit shall be open for inspection by interested parties at the principal offices of the Plan. The Trustees or Plan Administrator so designated shall file or cause to be filed all reports and other documents as are required by the Code, ERISA and any other applicable state or federal statute, rule or regulation, and to provide or cause to be provided to Employees as required by ERISA.

ARTICLE 8

EMPLOYER CONTRIBUTIONS, AUDITS AND DELINQUENCIES

8.1 The Trustees shall establish and implement guidelines and procedures for Employer reporting and contributions including, but not limited to, collection procedures. Pursuant to those procedures and this Trust Agreement, the Trustees are authorized to enforce all Employer contributions required under the Employer's participation agreement requiring contributions to the Plan. By entering into a participation agreement requiring contributions to the Plan, the Employer agrees to be bound by this Trust Agreement and any amendments hereto and any guidelines, policies and procedures adopted by the Trustees pursuant to the authority granted to them herein.

8.2 In implementing guidelines and procedures for Employer reporting and contributions, the Trustees have established a uniform system for the timely transmission of Employer reports and contributions to the Plan ("Collection Procedures") which all Employers are obligated to follow. The Collection Procedures require the filing with the Plan of certain one-time and regular periodic reports (in protected, encrypted and/or redacted form) identifying the names of all Employees, their Social Security numbers, dates of birth, job classifications, hire dates, wages paid, hours worked, contributions due, and other pertinent information as the Trustees determine. The Trustees may, from time to time, require additional written reports or information as they deem necessary to accomplish the purposes of the Plan. Any Employer who fails-whether by inadvertence, negligence, or intent-to comply with the requirement to follow the Collection Procedures shall be assessed a fee as set forth in the Collection Procedures and shall be responsible for all legal costs incurred by the Trustees in enforcing this obligation.

8.3 In order to comply with such obligations imposed by the aforementioned reporting requirements, upon request, each Employer shall promptly furnish to the Trustees, or make available for inspection by the Trustees any and all records of its Employees.

8.4 Upon notice in writing from the Trustees, any Employer must permit a representative or representatives (including an accountant or accountants) of the Trustees to enter upon the premises of such Employer during business hours, at all reasonable time or times, to audit, examine or copy such books, records, papers or reports of such Employer as may be necessary to determine whether the Employer is making full and prompt payments of sums required to be paid to the Plan. In the event the Employer fails to submit to said audit or examination within the applicable time limit prescribed for this purpose by the Trustees, the Employer shall be responsible for all legal costs incurred by the Trustees in enforcing this obligation. In the event that the examination of any Employer's books, records and documents reveals that such Employer is not making full and prompt payments of all sums required to be paid, said Employer shall be required to make such contributions and shall also be subject to the provisions of Sections 8.5 and 8.6 of this Article.

8.5 Each new or successive participation agreement shall be signed by authorized agents of the Employer and the Plan. Any agreement or understanding between the parties that in any way affects the Employer's contribution obligation as set forth in the participation agreement that has not been disclosed to and countersigned on behalf of, the Plan shall not be binding on the Trustees and shall not affect the terms of the participation agreement which alone shall be enforceable. The Trustees reserve the right to reject contributions from and terminate the participation of any Employer whose participation agreement fails to satisfy applicable law or the requirements for participation in the Plan as set forth in the provisions of the Trust Agreement or as otherwise promulgated by the Trustees.

8.6 Each participation agreement obligating an Employer to make contributions to the Plan shall incorporate this Trust Agreement by reference and shall provide that the Employer agrees: (a) to be bound by the Trust Agreement as may, from time to time, be amended; (b) that they have irrevocably designated as their representatives such Trustees as are named in the Trust Agreement together with their successors selected as provided therein; (c) to be bound and abide by all actions taken and rules and procedures established by the Trustees pursuant to the Trust Agreement; and (d) that the Employer ratifying without the necessity of notice all acts taken or to be taken by the Trustees to effectuate the purposes of the Plan and its proper administration.

8.7 The rights of Trustees contained herein shall be enforceable, at the discretion of the Trustees, in a court of competent jurisdiction.

8.8 The Trustees may establish a "Due Date," set forth in the Collection Procedures, which may be amended from time to time, for the receipt of monthly reports and contributions. An Employer whose monthly reports and contributions are not received by the Due Date shall be deemed a "Delinquent Employer" for purposes of enforcing the Employer's obligation to the Plan. Delinquent Employers shall be liable for the contributions as well as for any and all additional charges set forth in any policy or procedures adopted by the Trustees for the timely reporting and collection of contributions, including late fees for failure to remit reports or contributions by the Due Date; interest on the delinquent contributions; liquidated damages; all reasonable expenses incurred by the Plan in the collection of the same, including reasonable

attorney fees and expenses, accountant fees and expenses, audit costs and expenses, necessary travel expenses, and court and arbitration costs. Audit deficiencies shall also be subject to additional charges, including interest and liquidated damages.

8.9 The Trustees are also empowered to establish guidelines and procedures for allocating monies due or received from Employers between and among two or more outstanding delinquencies and/or the various categories of monies owed (i.e., contributions, penalties, interest, liquidated damages, expenses, etc.); however, no such allocation or payment by an Employer shall result in eliminating or prejudicing the Trustees' right to collect liquidated damages or an amount equal to interest assessed on unpaid contributions, as set forth above.

ARTICLE 9

PROTECTION OF THE TRUSTEES AND PERSONS DEALING WITH THE TRUSTEES

9.1 To the extent permitted by ERISA:

(a) Neither the Trustees nor any individual or successor Trustee shall be personally liable or personally answerable for any liabilities or debts of the Plan or its related Plan of Benefits incurred by them as Trustees or by the Plan Administrator or other persons acting on their behalf, or for the nonfulfillment of contracts or obligations of the Plan or its related Plan of Benefits; but, the same shall be paid out of the Plan.

(b) The Trustees shall not be liable for any act or omission, and the Plan shall exonerate, indemnify and hold harmless the Trustees individually and collectively against any and all expenses and liabilities arising from their acts or omissions as Trustees. To that end, the Plan may, in accordance with the reimbursement policy adopted by the Trustees, advance or reimburse the Trustees for costs expended, including legal expenses, in defending any suit or proceeding brought against them; provided, however, that the acts and omissions of the Trustees were not in bad faith and did not constitute willful misconduct.

(c) The Trustees shall not be liable for any act or omission of any agent, employee, Plan Administrator, Investment Manager, accountant, actuary or attorneys selected by them, or for the acts or omissions of any other Trustee or Trustees. To the extent permitted by ERISA and other applicable law, the Trustees shall be fully protected in acting in reliance on information, data, statistics, advice or analysis furnished by any Plan Administrator, accountant, attorney, actuary or other persons performing functions for the Plan or its related Plan of Benefits.

(d) The Trustees and the Plan shall assume no responsibility for the mistakes, inadvertent error, or act or thing done or omitted or for any misstatement or representation made by any agent or employee of any Investment Managers, service contractors or other persons performing services for the Plan.

9.2 Any action taken by the Trustees pursuant to the provisions of this Trust Agreement may be evidenced by a written instrument signed by the Chairperson and, where authorized by the Trustees, the Plan Administrator or Investment Manager. Any other person,

firm or corporation dealing with the Plan shall be fully protected in acting in accordance with any such written instrument.

9.3 Whenever the Trustees shall deem it necessary that a matter be proved prior to taking, approving or omitting any action, such matter shall be deemed to be conclusively proved by an instrument or other writing believed by the Trustees to be genuine, but the Trustees, in their discretion, may, in lieu of such instrument, accept or may require such other or further evidence as they may deem necessary or appropriate.

9.4 The Plan shall purchase insurance, with recourse against the Trustees, in favor of the Plan insuring against any acts or omissions of the Trustees in violation of their fiduciary duties. The individual Trustees may purchase insurance insuring against said recourse other than from Plan assets.

9.5 Actions by Plan Administrator: The Plan Administrator has full power and authority to control and manage the Plan. The Trustee shall be protected to the extent the law permits in acting in accordance with any plan documents provided to it by the Plan Administrator, the Employer or insurance carrier under contract with the Plan.

9.6 Directions From Plan Administrator or, Its Delegate: All requests, directions, orders, requisitions and instructions of the Plan Administrator, or his/her authorized delegates, to Trustee shall be in writing and shall be signed by their authorized delegate. The Trustee shall act in accordance with, and shall be protected to the extent the law permits in acting in accordance with and relying upon, such requests, directions, orders, requisitions, instructions and any other communications, unless upon their face such communications constitute prohibited transactions as defined by Section 4975(b) of the Code.

ARTICLE 10

BOARD OF TRUSTEES AND CONDUCT OF AFFAIRS

10.1 (a) The business and affairs of this Plan shall be managed and controlled by a Board of Trustees not to exceed eleven (11) Trustees who are representatives of Participating Employers elected by such Employers plus not more than four (4) Trustees elected by Covered Employees under the Plan.

(i) The original Employer appointed Trustees are/were:

Mark Androw	
Alex Blum	(2001-2011)
Alfred Califano	(2001-2007)
Gary Rose	
Robert Fisher	
Kirk Hokanson	(2001-2007)
Sally Antonacchio	
Frank Stiefel	(2001-2007)

(ii) The original Covered Employee appointed Trustees are/were:

Sean Cooley	(appointed 2008-2018)
Shelby Ross	(2010 - 2012)
Matthew Slater	(appointed 2010-2018)

(b) A Trustee designated by the Employers must be an officer, partner, shareholder or manager of an Employer. A Trustee designated by the Covered Employees must be a Covered Employee.

(c) Alternate Covered Employee Trustee. The Covered Employee Trustees shall, as a group, nominate an Alternate Covered Employee Trustee (herein "Alternate Trustee"), and any successor Alternate Trustee(s) in the event of a vacancy, who shall be eligible to hold office (for the same term, including renewal terms) upon approval by the Board Of Trustees, as an elected Covered Employee Trustee, subject to the requirements of this Trust Agreement. An Alternate Trustee shall be an individual who has worked as a freelance or staff employee in a Plan covered job category(ies) for a contributing employer(s) to the Plan and has achieved coverage under the Plan of Benefits. An Alternate Trustee shall, as a condition to taking office, accept in writing the responsibilities of Trusteeship, as required of other Trustees under this Trust Agreement. An Alternate Trustee may attend in person, have voice and vote in place of a Covered Employee Trustee who is unable to attend any regular or special meeting of the Board of Trustees or any committee meeting on which an elected Covered Employee Trustee is a member. The Alternate Trustee may attend and have voice but no vote at any meeting where there are four (4) Covered Employee Trustees in attendance. Nothing herein shall be deemed or operate to increase the total number Covered Employee Trustees or the votes which may be cast by Covered Employee Trustees, (i.e. not more than 4 votes cast by not more than 4 attending Covered Employee Trustees at any meeting of the Board of Trustees, as provided in this Trust Agreement). The term of office of an Alternate Trustee shall be four years from date of taking office and may be renewed by designation of the incumbent, elected Covered Employee Trustees, without limit as to renewal terms.

10.2 The Trustees, by their execution of this Trust Agreement, accept the Trusteeships hereby created and agree to act as Trustees in conformity with the provisions hereof and the provisions of applicable law. Each successor Trustee prior to taking office shall acknowledge the foregoing in writing. Each Trustee and his or her successor shall continue to serve until his or her death, incapacity, resignation or removal.

10.3 The Trustees shall elect a Trustee from the Board to serve as Chairperson of the Board of Trustees for a term of five (5) years or until his/her successor is chosen.

10.4 (a) Employer designated Trustees and their successors on the Board of Trustees of the Plan shall be elected to and removed from office by a majority of the votes cast by the Employers.

(b) Covered Employee designated Trustees and their successors on the Board of Trustees shall be elected to and removed from office by a majority of the votes cast by Covered Employees.

(c) Nominations and elections of Trustees under paragraphs (a), (b) and (d) hereof shall be conducted by mail, fax or e-mail. In the event of a vacancy, an eligible candidate

for Trusteeship must be sponsored by not less than ten (10) Employers or four (4) Covered Employees, as the case may be.

(d) Mechanism for nomination and elections of Trustees:

(i)The three (3) initial Covered Employee designated Trustees shall be elected from among the Covered Employees of the Employers other than those Employers whose representatives constitute the initial Board of Trustees.

(ii) When a vacancy in a Trusteeship exists, the Plan Administrator shall notify the group represented by the vacancy within 30 days from its occurrence as determined by the Trustees. The first four individuals whose names are submitted to the Plan Administrator for each vacancy within 30 days from said notice shall be deemed nominated and an election shall be conducted as provided in paragraphs (a), (b) and (c) above within 10 days from the close of nominations. The results of the election shall be certified by the Plan Administrator to the Employers and Covered Employees upon the tally of votes.

(iii) The Trustees may adopt additional or modified rules, regulations and procedures for the conduct of nominations, voting and elections.

(e) The term of office of a Trustee shall be 4 years, expiring on December 31 of the fourth year or until his/her successor is chosen. Trustees may be re-elected to successive 4 year terms without limit. Vacancies which occur between annual meetings may be filled by a special election called by the Board of Trustees as it determines or may be filled the Board of Trustees for the unexpired term of the Trustee who left office after which the Board selected Trustee be subject to election to office for a successive term(s) as provided in this Trust Agreement.

(f) (i) Trustees representing Employers shall be elected to fill vacancies created by term expiration at the annual meeting (or special meeting called by the Trustees) of the representatives of such Employers which shall be held in the City and County of Los Angeles, at a time and place fixed by the Board, during the last half of each Plan year or by other voting procedure, including electronic, magnet mail or other means of voting, established by the Board of Trustees in lieu of voting at an annual or special meeting. In addition, at such annual meeting a report shall be given by a designee of the Board of the activities, programs and finances of the Plan.

(ii) Trustees representing Covered Employees shall be elected to fill vacancies including vacancies created by term expiration at the annual (or special meeting called by the Trustees) meeting of the Covered Employees which shall be held in the City and County of Los Angeles, at a time and place fixed by the Board during the last half of each Plan year or by other voting procedure, including electronic, magnet mail or other means of voting established by the Board of Trustees in lieu of voting at an annual or special meeting. In addition, at such annual meeting a report shall be given by a designee of the Board of the activities, programs and finances of the Plan.

(g) (i) At annual meetings, amendments to the Trust Agreement may be proposed in the same manner as nominations through written petition for office of Trustee, as set forth in paragraph (g)(ii) and all amendments to the Trust Agreement adopted by the Board of Trustees in the preceding year shall be reported or available for inspection.

(ii) **Additional Mechanism for Proposing Amendments**. Subject to the provisions of Article 13, amendments to the Trust Agreement may be proposed for approval and ratification by the Board of Trustees by the Covered Employees or the Employers by means of petition under Paragraph (i)(ii) at the annual meetings by their representatives as follows:

- (A) If proposed by Covered Employees, by majority vote in person or proxy and thereafter subject to adoption by the majority vote of the Board of Trustees, in its sole judgment at a regular or special meeting called for such purpose.
- (B) If proposed by Employers (including amendments under (ii)(A)), by majority vote in person or by proxy at their annual meeting and thereafter subject to adoption by the majority vote of the Board of Trustees in its sole judgment at a regular or special meeting called for such purpose.

(iii) Except as set forth in this Paragraph (g) voting at the annual meetings (or special meeting called by the Trustees) of the Employer representatives and the Covered Employees shall be by majority vote of those present or by proxies. The Board, by Rule duly adopted, shall prescribe the form and procedure of proxy voting.

(h) Five percent (5%) of the representatives of Employers and Five percent (5%) of the Covered Employees shall constitute a quorum for purposes of the annual meetings and special meetings to fill vacancies. Notice of the annual (or special meeting called by the Trustees) meetings shall be given in writing via regular mail, electronically via Plan website posting, or email or a combination thereof at the direction of the Board of Trustees. At the direction of the Board of Trustees participation at an annual or special meeting may be by written or electronic proxy and secure electronic or email voting mechanism in lieu of physical presence at the meeting.

(i) (i) Persons eligible to serve as Trustees under the terms of this Trust Agreement shall be presented at the annual meeting as nominees who have been selected by a nominating committee appointed by the Chairperson of the Board and which shall consist of at least three Employer Trustees and one Covered Employee Trustee all of whose terms are not scheduled to end before the end of the Plan year in which the annual or special meeting is held. The nominating committee shall designate the nominees for both Employer and Covered Employee Trustees.

(ii) In addition, at each annual meeting, nominees to fill vacancies created by term expiration may be presented by petition of the representatives of the Employers or the Covered Employees as the case may be. Such petition shall be filled with signed to the Board at least 60 days prior to the annual meeting and shall be supported by not less than 10% of the Employers with respect to an Employer Trustee or not less than 10% of Covered Employees with respect to a Covered Employee Trustee. If the petition is timely received by the Board as

required, the names of the nominees contained therein shall be included with the notices of the meeting to the Employers and Covered Employees.

10.5 A Trustee may be removed as a Trustee by reason of his or her physical or mental incapacity if such incapacity shall be certified to the Trustees, in writing by a majority of a panel of three (3) physicians designated by the Chairman to conduct an examination of the Trustee in question.

10.6 A Trustee may resign by a written instrument delivered to the Chairperson, said resignation to become effective as of the date of the next meeting of the Trustees. A Trustee shall be deemed to have resigned effective immediately and a vacancy shall be deemed to exist in such Trusteeship if the Trustee is absent for four (4) consecutive in person meetings of the Board of Trustees, convened upon notice given to the Board, March 14, 2018.

10.7 Successor Trustees to a deceased, incapacitated, resigned or removed Employer Trustee and successor Trustees to a deceased, incapacitated, resigned or removed Participant Trustee shall be selected in accordance with the procedures of Section 10.4.

10.8 A successor Trustee shall have the same rights, powers, titles, duties, discretion, privileges and immunities as the original Trustees hereunder. To the extent permitted by ERISA, no successor Trustee shall be liable for any breach of trust or default which occurred prior to his or her becoming a Trustee.

10.9 The Trustees may adopt by-laws, rules, regulations and procedures, not inconsistent with this Trust Agreement, as the Trustees deem necessary or desirable for the proper administration of the Plan..

10.10 The Chairman of the Board of Trustees is authorized to execute specific Powers of Attorney, upon the advice of Plan legal counsel that such Power of Attorney is necessary and appropriate.

10.11 Except as otherwise provided herein, the Trustees may execute all instruments in the name of the Plan, which instruments shall be signed by the Chairperson of the Board of Trustees. Any writing signed by the Chairperson pursuant to resolution of the Board of Trustees shall be legally binding upon the entire Board of Trustees.

10.12 Settlement Agreements and Releases of Liability prepared in connection with the resolution of litigation, arbitration or other claims or demands may be executed by Plan legal counsel on behalf of the Trustees after the Trustees have duly considered and have voted to adopt the settlement proposal resolving such litigation.

ARTICLE 11

MEETINGS AND VOTE OF THE TRUSTEES

11.1 Meetings of the Trustees shall be held at such time and in such place as shall be determined by the Chairperson, but not less frequently than quarterly. Not less than ten (10) days' prior written notice of each meeting shall be given to each Trustee; provided, however, that

a meeting of the Trustees may be held without such prior written notice at the direction of the Chairman. A special meeting of the Trustees may be called upon written demand of not less than five (5) Trustees served upon the Chairperson and within five (5) days following service of such a demand, notice of a meeting of the Trustees shall be served in the manner prescribed herein. The Trustees shall keep, or cause to be kept, minutes of all Trustees meetings, but such minutes need not be verbatim.

11.2 Except as provided herein, a quorum for the transaction of business at any meeting of the Trustees shall be seven (7) Trustees of whom not less than five (5) shall be Employer designated Trustees.

11.3 All action taken or authorized by the full Board of Trustees or its Committees and Subcommittees shall require the affirmative vote of majority of the Trustees present voting at a meeting where a quorum exists.

11.4 Action may be taken or authorized by the Trustees without a meeting if such action shall be evidenced in writing (mail ballot, PDF, e-mail, facsimile) and signed by a majority of the voting Trustees.

11.5 The Trustees shall have power to construe and interpret this Trust Agreement, the Plan of Benefits and Plan Documents which has been adopted and administered hereunder, and any construction or interpretation which is neither arbitrary nor capricious adopted by the Trustees in good faith shall be binding upon the Employers, Covered Employees, Participants and/or Beneficiaries and all other interested persons.

11.6 In the event of a deadlock among the Trustees on any issue, the matter shall be submitted to arbitration before an Arbitrator selected in accordance with the voluntary labor arbitration procedures of The American Arbitration Association and the hearing thereon shall be held in New York City, New York.

ARTICLE 12

NON-ALIENATION

12.1 No monies, property, or equity, of any nature whatsoever, of the Plan or insurance policies thereunder, or benefits or monies payable therefrom, shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, mortgage, lien, or charge by a Participant or Beneficiary. Any attempt to cause the same to be subject thereto shall be null and void. Notwithstanding the above, the Trustees may comply with any assignment of benefit payments to a service provider to the extent that such payments are consistent with the claim payment provisions of the Plan of Benefits.

12.2 No portion of the Plan shall ever revert to or inure to the benefit of any Employer, the AICP or be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries, except as permitted by ERISA.

ARTICLE 13

AMENDMENT

13.1 This Trust Agreement may be amended from time to time by affirmative vote of a majority of the voting Trustees. All amendments to this Trust Agreement which are so approved may be executed by the Chairperson on behalf of the entire Board of Trustees.

13.2 Notwithstanding anything contained in Section 13.1 hereof, no amendment of this Trust Agreement shall cause any part of the Plan to be used for, or diverted to, purposes other than for the exclusive purpose of providing benefits to eligible Participants and their Beneficiaries and defraying the reasonable costs of administering the Plan and its related Plan of Benefits.

13.3 See also Article 10 Section (g)(ii) regarding proposals to amend this Trust Agreement, subject to the provisions of Section 13.1 and 13.2 above.

ARTICLE 14

TERMINATION

14.1 This Trust Agreement shall cease and terminate by the affirmative vote of not less than two-thirds (2/3) of the Employer designated Trustees or if required by applicable law.

14.2 In the event of termination, the Trustees shall:

(a) make provision out of the Plan for the payment of expenses incurred up to the date of termination and the expenses incidental to termination;

(b) arrange for a final audit and report of their transactions and accounts, for the purpose of termination of their Trusteeship;

(c) apply the Plan to pay any and all of its obligations and distribute and take such other action with respect to the remaining assets of the Plan as will, in their opinion, best effectuate the purposes of the Plan and the requirements of law.

(d) give any notices and prepare and file any reports required by law.

ARTICLE 15

MISCELLANEOUS

15.1 Nothing contained in the Plan or its related Plan of Benefits adopted and administered hereunder, either expressly or by implication, shall be deemed to impose any powers, duties, or responsibilities on the Trustees other than those set forth in this Trust Agreement.

15.2 In the event that any provision of this Trust Agreement shall be declared illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions hereof, which shall be considered fully severable, and this Trust Agreement shall be construed and enforced as if said illegal or invalid provision had never been inserted herein.

15.3 This Trust Agreement shall be construed and enforced according to the laws of the State of California, and all provisions hereof shall be administered according to the laws of that State, as a trust established and domiciled in, and under the laws of, that State, insofar as such laws are not inconsistent with or preempted by ERISA, or other applicable federal law. All actions to enforce the terms of this Trust Agreement, including, but not limited to, actions to collect delinquent contributions or to compel an audit, shall be governed by the statute of limitations applicable to actions on written contracts in the State of California.

15.4 Under this Trust Agreement, where the context requires, words in the masculine gender shall include the feminine and neuter genders; the neuter gender shall include the masculine and feminine genders; and the plural shall include the singular and the singular shall include the plural.

15.5 Allocation of Responsibility Among Fiduciaries: The Employer, the Trustees, and the Plan Administrator will each have only those powers, duties, responsibilities and obligations as are specifically allocated to each of them under the Plan and the Trust Agreement. There will be no joint fiduciary responsibility among or between fiduciaries, unless specifically stated otherwise.

15.6 Benefits Not Guaranteed: The Employers, the Trustee and the Plan Administrator do not guarantee the payment of benefits under the Plan or this Trust. Each participant, beneficiary or other person will look solely to the insurance carriers under contract with the Plan to provide the Plan of Benefits for any benefits due under the Plan, and such benefits will be paid only to the extent that there is insurance therefor.

15.7 Rights Are Not Created Other Than Plan Specifies: Nothing appearing in or done pursuant to the Plan or Trust Agreement will be held or construed: (a) to give any person any legal or equitable right or interest in the Plan or any part thereof or distribution therefrom nor against the Employer, the Trustees, or the Plan Administrator, except as expressly provided herein; (b) to create a contract of employment with any employee, or to give any employee the right to continue as an employee, nor to affect or modify his terms of employment in any way; (c) to interfere with the right of the Employer to terminate the service of an employee without regard to the effect of such termination upon his rights or benefits under the Plan.

15.8 Payments to Minors and Incompetents: If the Plan Administrator deems any person incapable of receiving benefit payments by reason of minority, illness, infirmity or other incapacity, it may direct payment directly for the benefit of such person, or to any person selected by the Plan Administrator to disburse it. Such payment, to the extent thereof, will discharge all liability for such payment under the Plan.

15.9 Return of Contribution Made in Error or Not Deductible: If any contribution is made in error, or if the deduction of any Employer contribution is disallowed, the then value of such contribution will be returned to the Employer or employee if within the time allowed by law.

15.10 Trust Agreement Part of Plan: The Trust Agreement will be a part of the Plan, and any right or benefit of any person hereunder will be subject to all the terms and conditions of the Trust Agreement.

15.11 Text Controls: Headings and titles are for convenience only, and the text will control in all matters.

15.12 This Trust Agreement may be executed in one or more counterparts, which shall, in the aggregate, be deemed a complete original document.

ARTICLE 16

HIPPA

Section 16.1. HIPAA Privacy Provisions.

- (a) The provisions of this Section 16.1 shall apply only to those portions of the Plan which are considered a group health plan under the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”) under the Health Insurance Portability and Accountability Act of 1996. Under the Privacy Rule only the following health care components are subject to the Privacy Rule: medical plan benefits. This Article only addresses the extent to which the Plan may disclose Protected Health Information (“PHI”) to the Board of Trustees (the “Plan Sponsor”).
- (b) The Plan shall not disclose PHI to the Plan Sponsor, nor provide for or permit the disclosure of PHI to the Plan Sponsor by a health insurance issuer or HMO with respect to the Plan, except in accordance with this Section or as otherwise permitted by law.

Summary Health Information. The Plan, or a health insurance issuer or HMO with respect to the Plan, may disclose summary health information to the Plan Sponsor, if the Plan Sponsor requests the summary health information for the purpose of:

- (i) Obtaining premium bids from health plans for providing health insurance coverage under the Plan; or
- (ii) Modifying, amending, or terminating the Plan.

Enrollment Information. The Plan, or a health insurance issuer or HMO with respect to the Plan, may disclose to the Plan Sponsor information on whether an individual is enrolled in or has disenrolled in the Plan.

Plan Administration Functions. The Plan, or a health insurance issuer or HMO with respect to the Plan, may disclose PHI to the Plan Sponsor to permit the Plan Sponsor to carry out plan administration functions for the Plan, subject to the provisions of this Section.

- (c) The Plan, or a health insurance issuer or HMO with respect to the Plan, will disclose PHI to the Plan Sponsor only upon receipt of a certification by the Plan Sponsor that Plan documents have been amended to incorporate the provisions of this Section and the Plan Sponsor agrees to abide by this Section.

- (d) The Plan Sponsor agrees, with respect to PHI disclosed to the Plan Sponsor by the Plan, that the Plan Sponsor shall, other than as permitted or required by applicable law:

Not use or further disclose the PHI other than as permitted or required by the Plan documents, as amended, or as required by law;

Ensure that any agents, including a subcontractor, to whom it provides PHI, agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information;

Not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor; provided, however, that PHI does not include employment records held by the Plan in its role as employer;

Report to the Plan any use or disclosure of the PHI that is inconsistent with the uses or disclosures permitted under this Section;

To the extent, if any, the Plan Sponsor maintains PHI, make available to an individual PHI about that individual, to the extent required by the Privacy Rule;

To the extent, if any, the Plan Sponsor maintains PHI, make available to an individual PHI about that individual for amendment and incorporation of any amendments to the PHI, to the extent required by the Privacy Rule;

Track disclosures it makes of PHI and make available to an individual an accounting of such disclosures during the six years prior to the date on which the accounting is requested, to the extent required by the Privacy Rule;

Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance by the Plan with this Article;

If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, the Plan Sponsor shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

Ensure that adequate separation between the Plan and the Plan Sponsor is established in accordance with the following rules:

The Trustees shall be given access to the PHI as necessary to perform Plan administrative functions.

Any incidents of noncompliance by a Trustee with the provisions of this Section shall subject such individual to disciplinary action and sanctions, including the possibility of removal from the Board. The Plan Sponsor will report such noncompliance to the Plan and will cooperate with the Plan to correct the noncompliance, impose

an appropriate disciplinary action or sanction, and mitigate the effect of the noncompliance.

- (e) Terms used in this Section and not otherwise defined shall have the meaning provided in the Privacy Rule

ARTICLE 17

IRC SECTION 419

17.1 The Plan shall maintain records sufficient for the Internal Revenue Service or any participating employer to readily verify that the Plan satisfies 419(l) of the Internal Revenue Code and regulatory requirements under that section. The IRS and any participating employer may, upon written request to the Plan Administrator, inspect and copy all such records.

ARTICLE 18

ADDITIONAL PARTIES

18.1 Any Employer eligible for participation (as defined herein) in this Trust who was not an original party to the Trust and Plan may adopt and become a party to the Trust and Plan by executing and delivering to the Trustees, a participation agreement or other sufficient written instrument in form approved by the Trustees, wherein it agrees to become a party thereto, and upon acceptance thereby by the Trustees. Such agreement or instrument may, by reference or otherwise, include the terms of contribution to and participation in the Trust and Plan.

THIS AMENDED AND RESTATED TRUST AGREEMENT IS HEREBY ADOPTED AND APPROVED, INCLUDING ALL PRIOR AMENDMENTS HERETO, TO BE EFFECTIVE THE 29th DAY OF NOVEMBER, 2018 BY THE UNDERSIGNED TRUSTEES:

EMPLOYER APPOINTED TRUSTEES

COVERED EMPLOYEE APPOINTED TRUSTEES

/s/ _____
Mark Androw

/s/ _____
David Bernstein

/s/ _____
Sally Antonacchio

/s/ _____
Jason Groves

/s/ _____
Richard Carter

/s/ _____
Alana Mitnick

/s/ _____
Kerstin Emhoff

/s/ _____
Norman Reiss

/s/ _____
Robert Fernandez

/s/ _____
Alanna Dillon – Alternate Trustee

/s/ _____
Daniel Rosenthal

/s/ _____
Robert Fisher

EMPLOYER APPOINTED
TRUSTEES, cont.

/s/ _____
Gary Rose

/s/ _____
Cathy Shannon

/s/ _____
Carl Sturges