

**AGREEMENT
ESTABLISHING
THE
OPERATING ENGINEERS LOCAL 12
DEFINED CONTRIBUTION TRUST**

AGREEMENT ESTABLISHING THE OPERATING ENGINEERS LOCAL 12 DEFINED CONTRIBUTION TRUST

THIS AGREEMENT, made and entered into in the State of California this 14 day of JUNE, 2018, by and between the undersigned ASSOCIATIONS, (hereinafter called "Employers"), and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12, (hereinafter called "Union").

RECTALS

1. WHEREAS, the Employers and the Union are parties to Collective Bargaining Agreements which provide that each contractor covered by such agreements will make contributions to a Defined Contribution Trust with respect to each hour worked (or paid) each employee covered by any of such agreements and employed by such contractor, and

2. WHEREAS, this Trust being created and the Plan implemented, each of which shall at all times conform to the applicable requirements of the Labor-Management Relations Act of 1947, as amended, ERISA as amended and be qualified pursuant to the applicable provisions of the Internal Revenue Code, as amended, and any applicable laws of the State of California, for all available exemptions and immunities; and

3. WHEREAS, the following terms and provisions as the terms and provisions of the Trust Agreement governing the establishment and administration of the Operating Engineers Defined Contribution Trust have been negotiated;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE MUTUAL PROMISES HEREINAFTER PROVIDED, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1. The term "Collective Bargaining Agreements" includes:

(a) Any Collective Bargaining Agreement between the Union and any individual employer or employer association which provides for the making of employer contributions to this Fund and concerning which agreement the Board of Trustees approves, or has approved the sufficiency of any provisions therein purporting to obligate employer contributions to this Fund.

(b) Any extensions, amendments, modifications or renewals of any of the said agreements, or any substitute or successor agreements to them which provide for the making of employer contributions to this Fund.

Section 2. The term "Individual Employer" means any individual employer (including any individual, partnership, corporation, contractor, joint venture or other entity) who is required by any of the Collective Bargaining Agreements to make Contributions to the Fund or who in fact makes one or more Contributions to the Fund, The term "Individual Employer" shall also include the Union if it elects to include its regular employees as participants in the Fund and Plan and notifies the Board of Trustees in writing of its election; provided the inclusion of said Union as

an Individual Employer shall be on the same basis as other Individual Employers and shall not be a violation of any law or regulation.

Likewise, the term "Individual Employer" shall also include the Board of Trustees of the Southern California Operating Engineers Apprentice Training Trust, the Board of Trustees of the Apprentice and Journeyman Training Trust Fund of the Civil Engineering and Land Surveying Industry of California, or the Board of Trustees of the Southern Nevada Operating Engineers Journeyman and Apprenticeship Trust if request is made by a Board of Trustees for the inclusion of its supervisory employees as participants in the Fund and Plan and the Board of Trustees of this Trust shall have approved such request; provided the approval and inclusion as an Individual Employer shall be on the same basis as other Individual Employers and shall not be a violation of any law or regulation.

Likewise, the term "Individual Employer" shall also include an AFL-CIO Building Trades Council as to any employee who was, immediately preceding his employment with the Building Trades Council, a member of or in the employ of International Union of Operating Engineers Local No. 12 or in the employ of an individual Employer and, in either case, covered by the Plan. The Building Trades Council shall be required to notify the Board of Trustees of this Trust in writing of its request to participate and the Board shall have the power to approve or deny the request. The approval and inclusion of the Building Trades Council as an Individual Employer shall be on the same basis as other Individual Employers, provided such participation shall not be a violation of any law or regulation.

Likewise, the term "Individual Employer" shall include any other employer with whom the Board of Trustees executes a Subscriber Agreement or Participation Agreement permitting contributions to the Defined Contribution Trust Fund provided the inclusion of such employer shall be on the same basis as other individual Employers and shall not be a violation of any law or regulation.

Section 3. The term 'Employee' means any employee of an Individual Employer who performs one or more hours of work covered by any of the Collective Bargaining Agreements. The term "Employee" shall also include employees of the Union or of the Board of Trustees of the Southern California Operating Engineers Apprentice Training Trust, the Board of Trustees of the Apprentice and Journeymen Training Trust Fund of the Civil Engineering and Land Surveying Industry of California, or the Board of Trustees of the Southern Nevada Operating Engineers Apprenticeship Trust on whose behalf Contributions are made to the Fund; provided the inclusion of said employees is not in violation of any law or regulation.

The term "Employee" shall also include any employee of any AFL-CIO Building Trades Council, who was a member of or in the employ of International Union of Operating Engineers, Local Union No. 12 or in the employ of an Individual Employer immediately preceding his employment with the Building Trades Council and, in either case, covered by the Plan, and on whose behalf Contributions are made to the Fund under the conditions set forth in Article I, Section 2 and 11 of this Trust Agreement.

The term "Employee" shall also include any employee of an Individual Employer which has entered into a Subscription Agreement or Participation Agreement permitting employer contributions provided the inclusion of said employees is not in violation of any law or regulation.

Section 4. The term "Union" means International Union of Operating Engineers, Local Union No. 12.

Section 5. The term "Signatory Association" means any employer organization, other than one of the Employers, which signs any of the Collective Bargaining Agreements and this Trust Agreement, or a counterpart thereof, on behalf of its members or executes on behalf of such members any agreement to be bound by the terms of this Trust Agreement or a written acceptance or authorization of this Trust Agreement and any such Collective Bargaining Agreements; provided, however, with respect to any such writing, the Board of Trustees approves, or has approved, the sufficiency of any provisions therein purporting to obligate contributions by members of such employer organizations to this Fund and approves or has approved any provisions therein purporting to bind members of such employer organizations to this Trust Agreement.

Section 6. The term "Trustee" means any natural person designated as Trustee pursuant to ARTICLE IV hereof, but shall not include the Corporate Co-Trustee hereinafter defined.

Section 7. The terms "Board of Trustees" or "Board" mean the Board of Trustees established by this Trust Agreement.

Section 8. The terms "Defined Contribution Fund" or "Fund" mean the Trust Fund created and established by this Trust Agreement.

Section 9. The terms "Defined Contribution Plan" or "Plan" mean the Defined Contribution Plan created pursuant to the Collective Bargaining Agreements and this Trust Agreement and any modification, amendment, extension or renewal of said Plan.

Section 10. The term "Trust Agreement" means this agreement and any modification, amendment, extension or renewal thereof.

Section 11. The term "Contributions" means the payment made or to be made to the Fund by an Individual Employer under the provisions of any Collective Bargaining Agreements. The term "Contributions" shall also include a payment made on behalf of an Employee of the Union or an Employee of the Operating Engineers Journeyman and Apprentice Training Trust, the Board of Trustees of the Apprentice and Journeyman Training Trust Fund of the Civil Engineering and Land Surveying Industry of California, or the Board of Trustees of the Southern Nevada Operating Engineers Journeyman and Apprentice Training Trust, or an Employee of the Southern California Operating Engineers Benefits Administration, Inc., or an Employee of a Building Trades Council or other Individual Employer as described in Article I, Sections 2 and 3 and shall be on the same basis and rate as other Individual Employers, except that the Union or the Southern California Operating Engineers Benefits Administration, Inc. may specify in

writing a different rate or rates of Contributions to be applicable to its Employees if such rate or rates do not violate any law or regulation.

Section 12. The term "Corporate Co-Trustee" or "Custodian" means the Corporate Co-Trustee or Custodian appointed for the purpose specified in this Trust Agreement.

Section 13. The term "Retired Employee" shall have the meaning given it in the Plan.

ARTICLE II TRUST FUND

Section 1. There is hereby created the Operating Engineers Defined Contribution Trust, which shall consist of all Contributions required by the Collective Bargaining Agreements to be made for the establishment and maintenance of the Plan, and all interest, income and other returns thereon of any kind whatsoever, and any other property received or held by reason of or pursuant to this Trust.

Section 2. The Fund shall have its principal office in the County of Los Angeles, State of California.

Section 3. No Employee, Retired Employee or Beneficiary shall be entitled to receive any part of the Contributions made or required to be made to the Fund in lieu of the benefits provided by the Plan.

Section 4. Subject to the powers which may be given to the Corporate Co-Trustee or Custodian by the Board of Trustees under ARTICLE VII, the Board of Trustees shall have the continuing supervision, control and direction of the Fund for the uses, purposes and duties set forth in this Trust Agreement and be vested with all right, title and interest to it; provided, however, the Board may hold title to the property in the name of the Corporate Co-Trustee or Custodian or its nominee. The Fund shall be administered by the Board of Trustees for the exclusive benefit of Employees and Retired Employees and their beneficiaries, pursuant to the provisions of the Plan. Notwithstanding anything to the contrary contained in this Trust Agreement or in the Plan, any modification, amendment, extension or renewal hereof or of the Plan, no portion of the Fund shall at any time revert to, or be recoverable by, any of the Employers, any Signatory Association, any Individual Employer, or the Union, or be used for or diverted to, purposes other than for the exclusive benefit of Employees, Retired Employees or their beneficiaries under the Plan, and the payment of the administrative expenses of the Fund and the Plan, or refund of erroneous payments.

Section 5. Neither the Employers, any Signatory Association, any Individual Employer, the Union, any Employee, Retired Employee or beneficiary under the Plan nor any other person shall have any right, title or interest in or to the Fund other than as specifically provided in this Trust Agreement or in the Plan. Neither the Fund nor any Contributions to the Fund shall be in any manner liable for or subject to the debts, contracts or liabilities of any of the Employers, any Signatory Association, any Individual Employer, the Union, any Employee, Retired Employee or beneficiary.

Section 6. Each Employee, Retired Employee or beneficiary under the Plan is hereby

restrained from selling, transferring, anticipating, assigning, hypothecating or otherwise disposing any right or interest under the Plan, and the Board of Trustees shall not recognize, nor be required to recognize any such sale, transfer, anticipation, assignment, hypothecation or other disposition. Any such right or interest shall not be subject in any manner to voluntary transfer or transfer by operation of law or otherwise, and shall be exempt from the claims of creditors or other claimants and from all orders, decrees, garnishments, executions or other legal or equitable process or proceedings to the fullest extent permissible by law.

Section 7. Neither the Employers nor any Signatory Association, nor officer, agent, employee or committee member of the Employers or any Signatory Association, shall be liable to make Contributions to the Fund or be under any liability to the Fund or with respect to the Plan, except to the extent that he or it may be an Individual Employer required to make Contributions to the Fund with respect to his or its own individual or joint venture operations, or to the extent he or it may incur liability as a Trustee as hereinafter provided. Except as provided in Article III hereof, the liability of any Individual Employer to the Fund, or with respect to the Plan, shall be limited to the payments required by the Collective Bargaining Agreements with respect to his or its individual or joint venture operations, and in no event shall he or it be liable or responsible for any portion of the Contributions due from other Individual Employers with respect to the operations of such Individual Employers. The Individual Employers shall not be required to make any further payments or Contributions to the cost of operations of the Fund or of the Plan, except as may be hereinafter provided in the Collective Bargaining Agreements.

Section 8. Neither the Employers, any Signatory Association, any Individual Employer, the Union, nor any Employee shall be liable or responsible for any debts, liabilities or obligations of the Fund or the Trustees.

ARTICLE III

CONTRIBUTIONS

Section 1. Contributions shall be paid into the Trust in such a manner and with such reports as the Board of Trustees may prescribe in the amounts obligated by the Collective Bargaining Agreements.

Section 2. Contributions shall be paid at the principal office of the Trust in the County of Los Angeles, State of California, in regular and continuing monthly payments subject to the provisions of the Collective Bargaining Agreements. Each monthly payment shall be payable on or before the tenth day of the month following the month in which work was performed and shall include all contributions since the last such payment which have accrued for work performed up to the close of the Individual Employer's payroll period ending nearest to the last day of the preceding calendar month.

Section 3. The failure of an Individual Employer to pay the contribution required by the Trustees shall constitute a violation of such Individual Employer's obligation to make payment

of his required contribution as herein provided and shall not relieve any other Individual Employer of his obligation to make payment of his required contributions. The Trustees may take any lawful action necessary to enforce payment of the contributions due hereunder, including the right to sue such Individual Employer in a court of competent jurisdiction; and the delinquent Employer shall be liable to the Trust for all expenses of collection thereof, including reasonable attorney's fees incurred by the Trustees.

Section 4. (a) If an Individual Employer establishes a record of delinquency, the Trustees may in their own discretion, require of such Individual Employer a good faith deposit or a performance bond with sufficient surety in an amount not more than the maximum amount of delinquent monies owed by said Individual Employer and outstanding at any given date. For the purposes of this section, a record of delinquency shall be failure to pay contributions timely for any three (3) or more months within any twelve (12) consecutive months.

(b) The Trustees may, in their exclusive discretion, require a good faith depositor a performance bond with sufficient surety from any Individual Employer where the Trustees find that such Individual Employer is composed of one or more persons, firms or corporations who were, or are, principals or stockholders in any other Individual Employer which owes an indebtedness to the Trust on account of unpaid contributions or liquidated damages, or which at any time had a record of delinquency within the meaning of Section 4(a) of this Article. The amount of such good faith depositor bond shall be not more than the maximum amount of delinquent contributions owed by said other individual Employer.

(c) Notwithstanding any contrary provision of Section 2 of this Article III, the Trustees may, in their exclusive discretion, require an Individual Employer with a record of delinquency to report and pay contributions to the Trust at weekly intervals, or to make weekly deposits with the Trust based upon estimates of hours worked during such week. Such weekly reports and payments or deposits shall be due and payable at the principal office of the Trust in Los Angeles, California, not later than the second business day of the week following the week in which work was performed.

Section 5. Nothing contained herein shall be deemed to authorize or prevent economic action by the Union against any Individual Employer who is delinquent in his contributions to the Trust. All rights of the Union to refuse to furnish workers to any delinquent Individual Employer, or to withdraw employees from the job of any delinquent Employer, or to strike or take other economic action against a delinquent Individual Employer, shall be determined by the provisions of the Collective Bargaining Agreements and by applicable rules of law, and shall not be deemed affected in any way by this Agreement.

Section 6. Upon request in writing from the Board of Trustees, any Individual Employer shall permit a person or persons selected by the Board to enter upon the premises of such Individual Employer during business hours, at a reasonable time or times, and to examine and copy such books, records, papers or reports of such Individual Employer as may be necessary to determine whether the Individual Employer is making full and prompt payment of all sums required to be

paid by him or it to the Trust. Any individual Employer determined by the audit to be delinquent in sums owed to the Trust shall pay to the Trust, in addition to such delinquent sums, the full amount of auditing costs incurred by the Trust in connection with such delinquency.

ARTICLE IV

BOARD OF TRUSTEES

Section 1. (a) The Fund shall be administered by a Board of Trustees which shall consist of fourteen (14) Trustees. Seven (7) Trustees shall be appointed by the Union (known as Union Trustees) and seven (7) Trustees shall be appointed by the Employers (known as Employer Trustees).

(b) The seven (7) Trustees designated currently by the Union are:

Ron Sikorski
Mickey Adams
Dave Garbarino
Larry Davison
Dan Hawn
Carl Mendenhall
Dan Billy

(c) The seven (7) Trustees designated currently by the Employers are:

Mike Roddy
Mike Pritch
Michael Crawford
Stanley Howard
Mike Reynosa
Jim Ryan
Timothy Ryan

Section 2. (a) The Employer Trustees shall be appointed in writing by the Employer Associations, which are irrevocably designated by each Individual Employer as his or its attorneys-in-fact for the purpose of appointing and removing Trustees and successor Trustees.

(b) The Employer Trustees and their successors, if any, shall be appointed by the respective Signatory Associations, as follows:

(1) Five Trustees shall be appointed by Associated General Contractors of California, Inc., Building Industry Association of California, Inc., Engineering Contractors' Association, Inc., and Southern California Contractors Association, Inc., acting jointly;

(2) One Trustee shall be appointed by Associated General Contractors of America, San Diego Chapter, Inc., San Diego Building Contractors Association, and Engineering and General Contractors Association, acting jointly;

(3) One Trustee shall be appointed by the Nevada Contractors Association.

Section 3. The Union Trustees shall be appointed in writing by the Union.

Section 4. Except as provided in Section 7(b) of this Article, the procedures through which the Union Trustees and Employer Trustees are to be appointed, removed or replaced by the Union and by the Employers are to be determined exclusively by such Union and by such Employers respectively.

Section 5. The Trustees so appointed shall sign this Trust Agreement, or a counterpart thereof, and such signature shall constitute their acceptance of office and their agreement to act under and be subject to all of the terms and conditions of this Trust Agreement.

Section 6. Each original Trustee and each successor Trustee shall serve until his death, incapacity, resignation or removal, as herein provided, any retiring Trustee shall forthwith turn over to the remaining Trustees any and all records, books, documents, monies and other property in his possession owned by the Trust or incident to the administration of the Trust.

Section 7. (a) Any Employer Trustee may be removed at will, with or without cause, by the Employer Association or Associations which appointed him, by an instrument in writing signed by that Employer Association or Associations and served on the Trustee, the Chairman of the Board of Trustees and the Union. Any Union Trustee may be removed at will, with or without cause, by the Union, by an instrument in writing signed by the Union and served on the Trustee, the Chairman of the Board of Trustees and the Employer Associations.

(b) If a Trustee shall be absent either from two (2) consecutive scheduled or called meetings of the Board of Trustees or from two (2) consecutive scheduled or called meetings of any Committee of this Board of which he is a regular member without it appearing to the Board that there was just cause for such absences, the Board of Trustees may give written notice of that Trustee's failure to attend such meetings to the party or parties which appointed such Trustee. If thereafter within the period of twelve calendar months following the time of the first of such absences the Trustee concerning whom such notice was given, as aforesaid, shall again be absent either from two (2) consecutive scheduled or called meetings of the Board of Trustees, or from two (2) consecutive scheduled or called meetings of any Committee of this Board of which that Trustee is a regular member, without it appearing to the Board that there was just cause for such absence, the Board of Trustees shall have the right, but shall not be required to request the removal of such Trustee. In such event, upon written notice of the facts by the Board to the party or parties which appointed such Trustee, the party or parties which so appointed him shall remove him from office and shall appoint a successor Trustee forthwith.

(c) Removal of a Trustee shall be made in writing in the same manner as an appointment of a Trustee.

Section 8. A Trustee may resign and become and remain fully discharged from further duty or responsibility hereunder upon giving thirty (30) days written notice to the Board of Trustees and to the party or parties which shall have appointed or selected such Trustee.

Section 9. Whenever a vacancy shall occur in the Board of Trustees, whether by death, removal, resignation or otherwise, the party or parties possessing the original power to appoint a Trustee to that position shall forthwith designate a successor Trustee. Appointment of a successor Trustee shall be evidenced in the same manner as appointment of original Trustees; and the successor Trustee shall execute a written acceptance of office of Trustee in the same manner as the original Trustees. Any successor Trustee appointed by and in accordance with the foregoing provisions shall, upon his acceptance of such Trusteeship in writing and filed with the Trustees, become vested with all rights, powers and duties of a Trustee hereunder with like effect as if originally named as a Trustee in this instrument.

Section 10. The powers of the remaining Trustees to act as herein provided shall not be impaired or limited in any way pending the designation of a successor Trustee to fill any vacancy.

Section 11. The following procedure shall govern in the event any one or more of the Employer Associations who had a right to designate a Trustee shall at any time fail to ratify and sign a Collective Bargaining Agreement between it and International Union of Operating Engineers, Local No. 12, upon completion of negotiations by the respective joint Contractor Negotiating Committees. These provisions shall supersede any contrary provisions contained elsewhere in this Agreement; provided, however, nothing in this section will permit an Association to withdraw from this Trust Agreement during the term of a Collective Bargaining Agreement which requires any contribution to this Fund;

(a) The term of office of any Trustee who is an appointee of such Employer shall immediately terminate and the office of such Trustee on the Board of Trustees shall be deemed vacant; subject, however, to the right of the Board of Trustees to extend such date of termination and vacancy.

(b) A successor to any office so terminated shall be named by the remaining Employers who shall thereupon be vested with the sole and exclusive powers of appointment and removal of such Trustees, and with all other powers previously vested in all of the original Employers.

(c) Except as otherwise provided in this section, the appointment of successor Trustees shall be in accordance with the provisions of this Article.

Section 12. The officers of the Board of Trustees shall be a Chairman and a Secretary-Treasurer who shall be elected annually by the Trustees from among themselves. One officer shall be an Employer Trustee and the other officer shall be a Union Trustee. The officers shall serve for a period of one year, except that the term of the first officers shall expire on December 31, 2018. Nothing herein shall prohibit any officer or his alternate from being re-elected or succeeding himself.

Section 13. The Chairman shall be responsible for the conduct of meetings of the Board of Trustees. The Secretary-Treasurer shall be responsible for the keeping of minutes or records of all meetings, proceedings and acts of the Trustees; and shall make the same available to all Trustees. Such minutes need not be verbatim. The Chairman and Secretary-Treasurer shall jointly execute written instruments authorized by the Trustees, and shall jointly sign checks drawn on the Fund. However, the Board of Trustees may designate an alternate for the Chairman and an alternate for the Secretary-Treasurer, which alternate shall be chosen from the same Trustee Group as the officer for whom he serves as alternate. In the event of the absence or disability of such officer, instruments and checks may be signed by his alternate.

ARTICLE V

FUNCTIONS AND POWERS OF THE BOARD OF TRUSTEES

Section 1. The Employers, the Individual Employers and the Union irrevocably grant Power of Attorney to the Trustees now in office or subsequently appointed in accordance with the provisions of the aforesaid Agreement to administer said Fund as the representatives of such parties and with full authority to act for the Employers, the Individual Employers and the Union as their representatives in the administration of said Fund.

Section 2. The Board of Trustees shall have the power to administer the Fund and to administer and maintain the Plan in effect, having and performing all powers and duties reasonably necessary to maintain and operate the Plan in such a way as to accomplish its objectives. The detailed basis on which benefits are to be paid shall be as set forth in the Appendix attached hereto and designated as the Plan of the Operating Engineers Pension Trust. The Board of Trustees may at any time, and from time to time, amend or modify such Plan. In no event shall any amendment or modification of the Plan cause or result in any portion of the Fund reverting to, or being recoverable by, any of the Employers, any Signatory Association, any Individual or the Union, or cause or result in the diversion of any portion of the Fund to any purpose other than the exclusive benefit of Employees, Retired Employees or their beneficiaries under the Plan and the payment of the administrative expenses of the Fund and the Plan, or refund of erroneous payments.

Consistent with the other provisions of the Trust Agreement, the Board of Trustees shall be governed by and all decisions made shall meet all of the following criteria:

- (a) Is there a need?
- (b) Can the Trust Fund afford it?
- (c) Will there be a benefit?
- (d) Is it legal?

Section 3. All Contributions to the Fund shall be due and payable in the County of Los Angeles, California. If so provided in an agreement with a Corporate Co-Trustee or Custodian, Contributions shall be paid to, received and held by the Corporate Trustee or Custodian subject

to the Trust established by this Trust Agreement and all of the terms and provisions hereof. The acceptance and cashing of any checks for such Contributions, and the disposition of the moneys covered thereby in accordance with this Trust Agreement, shall not release or discharge the Individual Employer from his or its obligation under the Collective Bargaining Agreements for hours worked under said Agreements for which no Contribution has actually been received, notwithstanding any statement, restriction or qualification appearing on the check or any attachment thereto.

Section 4. The Trustees shall have the power in the name of such Corporate Co-Trustee or Custodian, in their own names or otherwise, as in their discretion may be deemed necessary or desirable, to demand and enforce the prompt payment of Contributions to the Fund, including payments due to delinquencies as provided in Article III, and to assert and enforce all priorities, lien rights, and other claims or rights with respect to any Contributions or payments belonging to the Fund, this Trust, or any of its beneficiaries, including the rights to file priority and other claims in bankruptcy or other proceedings. If any Individual Employer defaults in the making of such Contributions or payments and if the Board consults or causes to be consulted legal counsel with respect thereto, or files or causes to be filed any suit or claim with respect thereto, there shall be added to the obligation of the Individual Employer who is in default, reasonable attorneys' fees, court costs and all other reasonable expenses incurred in connection with such suit or claim, including any and all appellate proceedings therein.

Section 5. Without limitation of the provisions of Section 2 of this Article, the Board of Trustees shall have power:

(a) To pay or cause to be paid out of the Fund the reasonable expenses incurred in the establishment of the Fund and the Plan.

(b) To establish and accumulate such reserve funds as may be adequate in the discretion of the Board to provide for administration expenses and other obligations of the Fund, including the maintenance in effect of the Plan.

(c) To employ, engage or contract with such executive, consultant, actuarial, accounting, investment, administrative, clerical, secretarial and legal personnel and other employees or assistants, whether individual or corporate, as may be necessary in connection with the administration of the Fund and the Plan and to pay or cause to be paid, out of the Fund, the compensation and necessary expenses of such personnel and assistants and the cost of office space, furnishings and supplies and other essentials required in such administration,

(d) To incur and pay or cause to be paid out of the Fund any other expense reasonably incidental to the administration of the Fund or the Plan.

(e) To compromise, settle or release claims or demands in favor of or against the Fund on such terms and conditions as the Board may deem desirable; provided, however, that this clause shall not excuse any violation of any of the Collective Bargaining Agreements,

(f) To invest and reinvest, or cause to be invested and reinvested, the assets of the Fund in such

manner as in its judgment may seem beneficial and appropriate for the protection and preservation of the Fund, without being limited or bound by any rule or custom relating to investments by Trustees, except that no investment shall be made in the obligation or property of any Individual Employer, any of the Employers or any Signatory Association nor in any of their Securities.

(g) To enter into contracts and procure insurance policies in its own name or in the name of the Fund, to provide any or all of the benefits specified in the Plan, to terminate, modify or renew any such contracts or policies subject to the provisions of the Plan, and to exercise and claim all rights and benefits granted to the Board or the Fund by any such contracts or policies.

(h) With or without any of the contracts or policies mentioned in paragraph (g) of this section, to pay or cause to be paid all or any part of the benefits provided in the Plan, to the persons entitled thereto under the Plan, and in accordance with the terms and provisions of the Plan.

(i) To purchase, sell, exchange, lease, convey or otherwise dispose of or to cause to be purchased, sold, exchanged, leased, conveyed or otherwise disposed of, any property of any kind forming a part of the Fund upon such terms, as it may deem proper and to execute and deliver or cause to be executed and delivered, any and all instruments of conveyance or transfer in connection therewith.

(j) To construe the provisions of this Trust Agreement and the Plan and any such construction adopted by the Board in good faith shall be binding upon any and all parties or persons affected thereby.

(k) To pay or cause to be paid any and all real or personal property taxes, income taxes, or other taxes or assessment of any or all kinds levied or assessed upon or with respect to the Fund or the Plan.

(l) To maintain or cause to be maintained, on a current basis, all data, records and information in connection with the administration of the Plan and to cause the books and records to be checked and evaluated annually; or more often if the Board so determines, by the Fund consultant or consultants as the case may be, whose report shall be available for inspection by interested persons at reasonable time and upon proper notice, at such place or places as may be designated by the Board; and the Board shall have the right to rely upon all such reports and records.

(m) To prepare or cause to be prepared such periodic reports concerning the affairs of the Fund and the Plan, as the Board may deem advisable, and to furnish such reports to such persons as the Board may deem advisable.

(n) To maintain or cause to be maintained such bank account or bank accounts as may be necessary or advisable in the administration of the Fund or the Plan.

(o) To adopt and prescribe reasonable rules and procedures which shall not be inconsistent with the provisions of this Trust Agreement or of the Plan, governing the reporting of Contributions, the entitlement to benefits, the method of applying for benefits, and any and all

other matters in connection with the Fund and the Plan.

(p) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan.

Section 6. The Board of Trustees shall procure bonds for each Trustee or other person authorized to receive, handle, deal with or draw upon the moneys in the Fund for any purpose whatsoever, said bonds to be in such reasonable amount and to be obtained from such source as the Board shall determine. The cost of such bonds shall be paid out of the Fund.

Section 7. The Board of Trustees shall maintain suitable and adequate records of and for the administration of the Fund. The Board may require the Employers, and Signatory Associations, any Individual Employer, the Union, or any Employee to submit to it any information, data, report or documents reasonably relevant to and suitable for the purpose of such administration; provided, however, that the Union shall not be required to submit lists of membership. The parties agree that they will use their best efforts to secure compliance with any reasonable request of the Board for any such information, data, report or documents.

Upon request in writing from the Board of Trustees, any Individual Employer shall permit a person or persons, selected by the Board to enter upon the premises of such Individual Employer during business hours, at a reasonable time or times, and to examine and copy such books, records, paper or reports of such Individual Employer as may be necessary to determine whether the Individual Employer is making full and prompt payment of all sums required to be paid by him or it to the Fund.

Section 8. The books of account and records of the Board of Trustees, including the books of account and records pertaining to the Fund shall be audited at least once a year by a qualified certified public accountant to be selected by the Board. The Board shall also make all other reports required by law. A statement of the results of the annual audit shall be available for inspection by interested persons at the principal office of the Fund and at such other suitable place as the Board may designate from time to time. Copies of such statement shall be delivered promptly to the Employers, the Union and each Trustee.

Section 9. Compatible with equitable principles and to the extent that sound accounting principles permit, the Board of Trustees may, subject to any applicable law or regulation, coordinate its activities in the administration of the Fund and the Plan with the administrative activities of the Boards of Trustees of other Plans.

In addition, the Board of Trustees may, in their discretion, enter into reciprocal agreements with Boards of Trustees of other plans providing for the transfer or exchange of service credits, or contributions or both upon such terms and conditions as the Trustees may deem proper,

If any such coordination of activities is found to be or become inconsistent with the continuance of an exempt status of the Fund for tax purposes or with the favorable tax incidences of contributions to the Fund and of benefits paid under the Plan, the provision or provisions of this agreement or arrangement causing Such inconsistency shall be inoperative.

ARTICLE VI

PROCEDURE OF BOARD OF TRUSTEES

Section 1. The Board of Trustees shall determine the time and place for regular periodic meetings of the Board. Either the Chairman or the Secretary-Treasurer, or any two (2) members of the Board, may call a special meeting of the Board by giving written notice to all other Trustees of the time and place of such meeting at least five (5) days before the date set for the meeting; provided, however, the notice shall contain an agenda of the items to be discussed and the special meeting shall be confined to the discussion of such items. Any such notice of special meeting shall be sufficient if sent by ordinary mail or by wire addressed to the Trustee at his address as shown in the records of the Board. Any meeting at which all Trustees are present, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the giving of any notice.

Section 2. To constitute a quorum for the transaction of business not less than three (3) Employer Trustees and three (3) Union Trustees shall be present in person. The Board shall not take any action or make any decision on any matter coming before it or presented to it for consideration or exercise any power or right given or reserved to it or conferred upon it by this Trust Agreement except upon the majority vote of the Trustees at a meeting of the Board duly and regularly called or except by the signed written concurrence of all Trustees without a meeting, as provided in Section 3 of this Article. However, Employer Trustees and Union Trustees shall have the right to cast an equal number of votes whether or not an equal number of Employer and Union Trustees are present. In the event the number of Employer Trustees and Union Trustees present at the meeting is not equal, each Trustee of the smaller group is vested with additional voting power in an amount sufficient to equalize the voting power of the two groups. For example, by way of illustration, if there are present at a meeting three Union Trustees and five Employer Trustees, there will be a total voting power of ten votes, five of which shall be vested in the Employer Trustees, one vote each; and five of which shall be vested in the Union Trustees, one and two-thirds vote each.

Section 3. Upon any matter which may properly come before the Board of Trustees, the Board may act in writing without a meeting, provided such action has the written concurrence of all the Trustees.

Section 4. Upon authorization by the Board of Trustees, a Trustee may be paid a fee from the Fund not exceeding one hundred dollars (\$100.00) per meeting of the Board of Trustees or of any Committee of the Board of Trustees of which he has been duly appointed a member as and for compensation for his services as Trustee and, in addition, may be reimbursed for expenses properly and actually incurred in the performance of his duties as Trustee, provided, however, that actual personal attendance at such meetings by such Trustee shall be required as a condition of payment of such compensation. Notwithstanding the foregoing, no Trustee who already receives full-time pay from an Employer or an Employer Association, or the Union, shall receive

compensation as hereinabove described, except for reimbursement of reasonable and necessary expenses.

Section 5. In the event the Trustees cannot act with respect to any question or resolution presented to them for decision, including proposed amendments to the Plan, because of a tie vote, either side may submit said dispute within 48 hours to the American Arbitration Association for a list of seven arbitrators, from which list each side shall immediately within 48 hours alternately strike three names. The remaining arbitrator shall be the impartial chairman. In the event the Trustees fail or refuse to refer said dispute to the American Arbitration Association as stipulated above, said dispute shall within 48 hours be automatically referred to the grievance procedures set forth in the Southern California Master Labor Agreement. Any decision of the Labor-Management Adjustment Board or Arbitrator shall be final and binding on the Trustees.

The cost and expenses incidental to arbitration before the American Arbitration Association shall be a proper charge against the Fund, and the Board of Trustees is authorized and directed to pay such charges; provided, however, that each party shall pay any expenses incurred by it in connection with the dispute.

Section 6. No matter in connection with the interpretation or enforcement of any of the Collective Bargaining Agreements shall be subject to arbitration under this Article. No matter which is subject to arbitration under this Article shall be subject to the grievance procedure or any other arbitration procedure provided in any of the Collective Bargaining Agreements.

Section 7. The Trustees may delegate fiduciary responsibilities and administrative duties to committees or subcommittees of the Board of Trustees, and may delegate such responsibilities and duties to other individuals as the Trustees may deem appropriate or necessary in their sole discretion and consistent with applicable law.

Section 8. (a) The standing committees of the Board of Trustees may consist of a Finance & Investment Committee, a Benefits Committee and a Contributions Committee, and such other standing committees as the Trustees may create by resolution.

(b) Each committee shall consist of an equal number of Employer Trustees and Union Trustees. A quorum of any committee meeting shall be at least one Employer Trustee and at least one Union Trustee. Voting at committee meetings shall be in accordance with Article VI, Section 2. Officers of the Board of Trustees who are Union Trustees shall designate the Union Trustee members of each committee, and officers of the Board of Trustees who are Employer Trustees shall designate Employer Trustee members of each committee. Any appointed member of a committee may be removed from membership in such committee by the officers of the Board of Trustees appointing him at any time without cause.

(c) The Finance & Investment Committee may review and formulate investment policies, receive and act upon investment advice and legal advice relating to investments, and make appropriate recommendations to the Board of Trustees on any matter relating to investments and investment policies. The Board of Trustees may delegate to the Finance & Investment

Committee the authority to authorize and approve the sale and investment of Trust Fund assets as permitted by this Trust Agreement, subject to pertinent investment policies and guidelines adopted by the Board of Trustees.

(d) The Benefits Committee may formulate rules and procedures relating to benefits. The Benefits Committee may review all applications for benefits with regard to eligibility and amount, and may make appropriate determinations with respect to payment.

(e) The Contributions Committee may formulate policies and procedures in regard to collection of delinquent payments and contributions due the Fund. The Trustees may delegate to the Contributions Committee the authority to initiate legal actions and to exercise the powers of the Trustees to enforce, compromise or otherwise resolve disputes and claims regarding delinquent employer contributions or other obligations owed to the Trust Fund. The Contributions Committee may act jointly with similar committees of related employee benefit trusts entitled to receive Contributions under the Collective Bargaining Agreements.

Section 9. All Trust and Committee meetings shall consist of the Trustees and/or Committee members only, in addition to the Recording Secretary.

All Trust staff members shall be present at all Trust and Committee meetings only during the portion of the agenda which requires their reporting. On the request of any individual Trustee, however, any staff member shall be admitted into all or any part of any meeting. Nothing stated in this provision shall be intended to exclude the Administrative Manager from attendance at any Trust and/or Committee Meeting.

ARTICLE VII

CORPORATE CO-TRUSTEE OR CUSTODIAN

Section 1. The Corporate Co-Trustee or Custodian, if any, and any successor shall be appointed by the Trustees.

Section 2. Any Corporate Co-Trustee or Custodian shall not be a representative of either the Employers or the Union.

Section 3. The Board of Trustees may select a banking institution which is a member of a federal reserve bank or which is subject to the supervision of the Superintendent of Banks or the Comptroller of Currency to act as Co-Trustee or Custodian and, in the event of such selection, shall negotiate an agreement with such Co-Trustee or Custodian under the terms of which said Co-Trustee or Custodian shall receive, on behalf of the Fund, all Contributions payable by Individual Employers to this Fund. The duties, responsibilities, rights and powers of the Corporate Co-Trustee or Custodian shall be such as are delegated to it by the Board of Trustees in said agreement. It is the purpose of this section to provide for compliance of the Trust with Section 28103 of the California Corporations Code. The Board of Trustees may, in its discretion, omit to select or dispense with the services of the Co-Trustee or Custodian if in so doing the Trust nevertheless remains in compliance with Title 4, Division 3, Chapter 1 of the California Corporations Code, known as the Retirement Systems Law, as amended or supplemented from

time to time. If the Board of Trustees omits to selector dispenses with the services of a Co-Trustee or Custodian, the duties and responsibilities otherwise performed or to be performed by the Co-Trustee or Custodian under this Trust Agreement shall be performed by the Board of Trustees.

ARTICLE VIII

GENERAL PROVISIONS APPLICABLE TO TRUSTEES

Section 1. No party who has verified that he or it is dealing with the duly appointed Trustees, or any of them, shall be obligated to see to the application of any moneys or property of the Fund, or to see that the terms of this Trust Agreement have been complied with, or to inquire as to the necessity or experience of any act of the Trustees. Every instrument executed by the Board of Trustees or by its direction shall be conclusive in favor of every person who relies on it, that (a) at the time of the delivery of the instrument this Trust Agreement was in full force and effect; (b) the instrument was executed in accordance with the terms and conditions of this Trust Agreement; and (c) the Board was duly authorized to execute the instrument or direct its execution.

Section 2. The duties, responsibilities, liabilities or disabilities of any Trustee under this Trust Agreement shall be determined solely by the express provisions of this Trust Agreement and no further duties, responsibilities, liabilities or disabilities shall be implied or imposed.

Section 3. The Fund shall protect, indemnify, hold harmless and defend each Trustee from any and every liability, claim and cause of action arising from the affairs of the Fund or his or her service in the capacity of Trustee to the maximum extent permitted by law; provided, however, that in no event shall the foregoing apply to any Trustee whose willful misconduct or gross negligence gives rise to the liability, claim or cause of action.

Section 4. Neither the Employers, any Signatory Association, any Individual Employer nor the Union shall be liable in any respect for any of the obligations, acts or omissions of the Trustees or any of them because such Trustees are in any way associated with any such Employers, Signatory Association, Individual Employer or Union.

Section 5. The Trustees may, but are not required to secure the advice of legal counsel or other consultant on any matter under consideration. Acting upon such advice shall be full protection and justification to the Trustees for anything suffered, done or admitted to be done in good faith and in accordance with and in reliance on such opinion, and the Trustees shall not be liable therefore.

Section 6. No decision shall be made by the Board of Trustees in the administration of the Fund or Plan which is unreasonably discriminatory under the provisions of the Internal Revenue Code, or under any other applicable law or regulation.

Section 7. The name of the Fund may be used to designate the Trustees collectively and all instruments may be affected by the Board of Trustees in such name.

Section 8. A Trustee of this Trust may also be a beneficiary hereof if he otherwise qualifies as an Employee; and nothing contained herein shall be construed or interpreted to prevent any Trustee, who is also an Employee, from participating in the benefits of the Plan.

ARTICLE IX GENERAL PROVISIONS

Section 1. Subject to the provisions of the Collective Bargaining Agreements, the rights and duties of all parties, including the Employers, the Signatory Associations, the Individual Employers, the Union, the Employees, Retired Employees and their beneficiaries, and the Trustees, shall be governed by the provisions of this Trust Agreement and the Plan and any insurance policies or contracts procured or executed pursuant to this Trust Agreement or the Plan.

Section 2. No Employee, Retired Employee or other beneficiary shall have any right or claim to benefits under the Plan, other than as specified in such Plan. Any dispute as to eligibility type, amount or duration of benefit shall be resolved by the Board of Trustees under and pursuant to the Plan, and its decision of the dispute shall be final and binding upon all parties thereto. No action may be brought for benefits under the Plan or to enforce any right thereunder until after the claim therefore has been submitted to and determined by the Board, and thereafter the only action that may be brought is one to enforce the decision of the Board. Neither the Employers, any Signatory Association, any Individual Employer, the Union or any of the Trustees shall be liable for the failure or omission for any reason to pay any benefits under the Plan.

Section 3. Any notice required to be given under the terms of this Trust Agreement or the Plan shall be deemed to have been duly served if delivered personally to the person to be notified in writing, or if mailed in a sealed envelope, postage prepaid, to such person at his last known address as shown in the records of the Fund, or if sent by wire to such person at said last known address.

Section 4. This Trust Agreement shall be binding upon and inure to the benefit of all Individual Employers who are now or hereafter may become members of Employers of any Signatory Association or who become in any other way a party to any of the Collective Bargaining Agreements and this Trust Agreement, and upon the heirs, executors, administrators, successors, purchasers and assigns of the Employers, any Signatory Association, any Individual Employer, the Union and the Trustees.

Section 5. This Trust Agreement may be executed in a number of counterparts, each of which shall have the force and effect of an original and no more than one counterpart need be signed by any party hereto; provided, however, that each of said counterparts shall be filed in the principal office of the Fund.

Section 6. All questions pertaining to this Trust Agreement, the Fund or the Plan, and their validity, administration and construction, shall be determined in accordance with the laws of the State of California and with any pertinent laws of the United States.

Section 7. If any provision of this Trust Agreement, the Plan, the rules and procedures issued pursuant thereto, or any step in the administration of the Fund or the Plan is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of this Trust Agreement, the Plan and the rules and procedures, unless such illegality or invalidity prevents accomplishments of the objectives and purposes of this Trust Agreement and the Plan. In the event of any such holding, the parties will immediately commence negotiations to attempt to remedy any such defect,

Section 8. All books, records, papers, reports, documents or other information obtained with respect to the Fund or the Plan shall be confidential, and shall not be made public or used for any other purposes, except to the extent necessary for the proper operation of the Fund or the Plan and for the cooperation with other funds or plans authorized by other provisions of this Agreement. Nothing in this section shall prohibit the preparation or publication of statistical data and summary reports with respect to the operations of the Fund and the Plan.

Section 9. In the establishment and maintenance of the Plan, and in the execution, amendment and implementation of this Trust Agreement, the Union acts for and on behalf of the Employees and as their collective bargaining representatives and agents, and every agreement or act of the Union in connection with the establishment, maintenance and operation of the Fund or the Plan shall be deemed to be and is the agreement or act of the Employee, or Employees, concerned with or affected by such agreement or action.

Section 10. In the establishment and maintenance of the Plan, and in the execution, amendment and implementation of this Trust Agreement, the Employers act for and on behalf of the Individual Employers who, at the time of the execution of this Trust Agreement are, or during the term thereof become members of any of the Employers, or of any Signatory Association. Also, in that same regard, said Employers act for and on behalf of any other Individual Employer who is required by any of the Collective Bargaining Agreements to make Contributions to the Fund or who in fact makes one or more Contributions to the Fund; provided such Contribution or obligation to make such was favorably approved by the Board of Trustees. Every agreement or act of the Employers in connection with the establishment, maintenance and operation of the Fund or the Plan shall be deemed to be and is the agreement or act of the Individual Employers, or Individual Employer, concerned with or affected by such agreement or action.

Section 11. It is the intent and purpose of the parties that Contributions to the Fund shall be at all times deductible by the Individual Employers for income tax purposes in the taxable year when paid; that benefits to Employees, Retired Employees or other beneficiaries shall be at all times taxable to them, if at all, only in the year such benefits are distributed or made available to such employees, Retired Employees or other beneficiaries and that the Trust created hereby shall be at all times tax exempt. Application for the qualification of the Trust and Plan created by this Trust Agreement under the Internal Revenue Code and the laws of the State of California shall be made as soon as practicable, and the parties and the Board of Trustees shall do whatever may be necessary to secure such qualification as soon as possible. If any administrative or judicial

ruling holds that any provision of this Trust Agreement or of the Plan prevents or defeats the qualification of the Trust and Plan as herein provided, or any other objective stated in this section, either under presently existing laws or regulations or under any laws or regulations hereafter enacted or adopted, or if for any reason it shall be necessary or desirable to amend this Trust Agreement or the Plan to accomplish any such objective, the parties will forthwith enter into negotiations with regard to the amendment of this Trust Agreement or the Plan in such respects as may be necessary to accomplish such qualification or other objective consistent with the other objectives and purposes of this Agreement, and any such amendment shall be effective, insofar as practicable, as of the effective date of this Trust Agreement or of the Plan or as of the effective date of any such law or regulation hereafter enacted or adopted, as the case may require.

Section 12. In any action or proceeding affecting the Fund, the Plan or the Trust hereby established, it shall be necessary to join as the parties only the Trustees, and no Employer, Individual Employer, the Union, Employee, Retired Employee, beneficiary or any other person shall be entitled to notice of any such proceeding or to service of process therein. Any final judgment entered in any such action or proceeding shall be binding upon all of the above mentioned parties so long as such judgment does not attempt or purport to impose any personal liability upon or against any party not joined or served in any such action or proceeding.

ARTICLE X

NON-MEMBER EMPLOYERS

Section 1. Any Individual Employer who is not a member of or represented by Employers or a Signatory Association but who is performing work coming within the jurisdiction of the Union may become a party to this Trust Agreement, upon approval of the Board of Trustees, by executing in writing and depositing with the Board of Trustees his or its acceptance of any of the Collective Bargaining Agreements and of this Trust Agreement, in a form acceptable to the Board. The Board may provide that this requirement may be satisfied by depositing such an acceptance with Board of Trustees of another fund or funds,

Section 2. Any Individual Employer who executes and deposits any such written acceptance, or who in fact makes one or more Contributions to the Fund with the approval of the Board of Trustees assumes and shall be bound by all of the obligations imposed by this Trust Agreement upon the Individual Employer, is entitled to all rights under this Trust Agreement and is otherwise subject to it in all respects,

ARTICLE XI

AMENDMENT AND TERMINATION

Section 1. The provisions of this Trust Agreement may be amended or modified at any time, and from time to time, by mutual agreement of the Employers and the Union subject to the terms and conditions of the Collective Bargaining Agreements, any applicable law or regulation and the provision of Section 4 of this Article.

ruling holds that any provision of this Trust Agreement or of the Plan prevents or defeats the qualification of the Trust and Plan as herein provided, or any other objective stated in this section, either under presently existing laws or regulations or under any laws or regulations hereafter enacted or adopted, or if for any reason it shall be necessary or desirable to amend this Trust Agreement or the Plan to accomplish any such objective, the parties will forthwith enter into negotiations with regard to the amendment of this Trust Agreement or the Plan in such respects as may be necessary to accomplish such qualification or other objective consistent with the other objectives and purposes of this Agreement, and any such amendment shall be effective, insofar as practicable, as of the effective date of this Trust Agreement or of the Plan or as of the effective date of any such law or regulation hereafter enacted or adopted, as the case may require.

Section 12. In any action or proceeding affecting the Fund, the Plan or the Trust hereby established, it shall be necessary to join as the parties only the Trustees, and no Employer, Individual Employer, the Union, Employee, Retired Employee, beneficiary or any other person shall be entitled to notice of any such proceeding or to service of process therein. Any final judgment entered in any such action or proceeding shall be binding upon all of the above mentioned parties so long as such judgment does not attempt or purport to impose any personal liability upon or against any party not joined or served in any such action or proceeding.

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NON-MEMBER EMPLOYERS

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Section 2. Any Individual Employer who executes and deposits any such written acceptance, or who in fact makes one or more Contributions to the Fund with the approval of the Board of Trustees assumes and shall be bound by all of the obligations imposed by this Trust Agreement upon the Individual Employer, is entitled to all rights under this Trust Agreement and is otherwise subject to it in all respects,

ARTICLE XI

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Section 2. Subject to provisions of this Article and Article IX, Section 7 hereof, this Trust is irrevocable and the provisions of this Trust Agreement shall continue in effect during the term of the Collective Bargaining Agreements, and any amendments, modifications, renewals or extensions thereof with respect to such Collective Bargaining Agreements as provide for the continuation of payments into the Fund and of the Plan.

Section 3. This Trust Agreement and the Trust herein provided may be terminated by the Employers and the Union by an instrument in writing executed by mutual consent at any time, subject to the provisions of Section 4 of this Article. Upon the termination of such Trust, any moneys remaining in the Fund after the payment of all expenses and obligations of the Trust shall be paid or used for the continuance of one or more pension benefits in accordance with the provisions of the Plan, until such Fund is exhausted.

Section 4. In no event shall any amendment modification of this Trust Agreement, or the termination of this Trust Agreement, cause or result in any portion of the Fund reverting to, or being recoverable by, any of the Employers, any Signatory Association, any Individual Employer, or the Union, or cause or result in the diversion of any portion of the Fund to any purpose other than the exclusive benefit of Employees, Retired Employees or their beneficiaries under the Plan and the payment of the administrative expenses of the Fund and the Plan, or the refund of erroneous payments.

Section 5. In no event shall the Trust established by this Agreement continue for a longer period than is permitted by law.

EXECUTED this 14 day of JUNE, 2018.

EMPLOYERS:

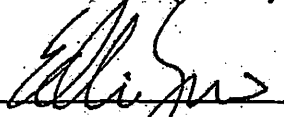
Peter Tatisi / Truck Jan
Associated General Contractors of California, Inc.

Samuel O. P.
SOUTHERN
Building Industry Association of California, Inc.

[Signature]
Engineering Contractors' Associations, Inc.

W. J. Nader
Southern California Contractors Association, Inc.

EMPLOYERS (CONT.)

 **CEO**
Associated General Contractors of America,
San Diego Chapter, Inc.

San Diego Building Contractors Associations

Engineering and General Contractors Association

Nevada Contractors Association

UNION:

President
International Union of Operating Engineers,
Local Union No. 12

Business Manager
International Union of Operating Engineers,
Local Union No. 12

EACH OF THOSE SIGNING AS EMPLOYERS ABOVE EXPRESSLY WARRANTS THAT IT IS AUTHORIZED TO EXECUTE THIS AGREEMENT, WARRANTS THAT ALL OF THE MEMBERS OF SAID "EMPLOYER" WHO HAVE AUTHORIZED IT SO TO DO THEREBY BECOME AND ARE PARTIES TO AND BOUND BY THE TERMS AND PROVISIONS OF THIS AGREEMENT FOR ITS DURATION; AND FURTHER WARRANTS THAT ANY EMPLOYER WHO SHALL BECOME A MEMBER OF SAID "EMPLOYER" AND WHO SHALL HAVE SO AUTHORIZED IT TO BIND HIM TO THIS AGREEMENT FOR ITS DURATION


ACCEPTANCE OF OFFICE BY TRUSTEES

The undersigned hereby accept office as original Trustees appointed pursuant to the foregoing agreement and agree to act under and be subject to all of the terms and conditions of said Agreement. The undersigned hereby declare that they hold the Fund created by said Agreement

EMPLOYERS (CONT.)

Associated General Contractors of America,
San Diego Chapter, Inc.

San Diego Building Contractors Associations



Engineering and General Contractors Association

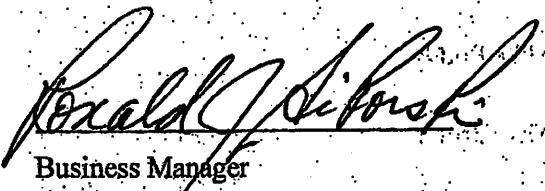
Nevada Contractors Association

UNION:



President

International Union of Operating Engineers,
Local Union No. 12



Business Manager

International Union of Operating Engineers,
Local Union No. 12

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San Diego Chapter, Inc.

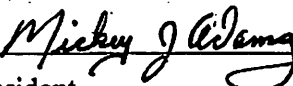
San Diego Building Contractors Associations



Engineering and General Contractors Association

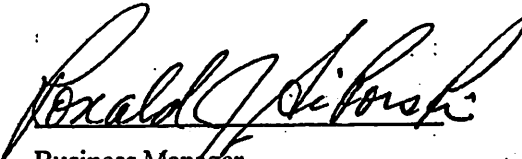
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UNION:



President

International Union of Operating Engineers,
Local Union No. 12



Business Manager

International Union of Operating Engineers,
Local Union No. 12

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Associated General Contractors of America,
San Diego Chapter, Inc.

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UNION:

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Local Union No. 12

Business Manager

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Local Union No. 12

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ACCEPTANCE OF OFFICE BY TRUSTEES

The undersigned hereby accept office as original Trustees appointed pursuant to the foregoing agreement and agree to act under and be subject to all of the terms and conditions of said Agreement. The undersigned hereby declare that they hold the Fund created by said Agreement

in trust for the uses and purposes set forth in said Agreement.

DATED THIS 14 DAY OF June, 2018.

Ron Sikorski Ron Sikorski

Mickey Adams Mickey Adams

Dave Garbarino Dave Garbarino

Larry Davison Larry Davison

Dan Hawn Dan Hawn

Carl Mendenhall Carl Mendenhall

Dan Billy Dan Billy

Mike Roddy Mike Roddy

Mike Prlich Mike Prlich

Michael Crawford _____

Stanley Howard _____

Jim Ryan _____

Timothy Ryan _____