

**SECOND RESTATEMENT OF AMENDED
AGREEMENT AND DECLARATION OF TRUST
ENTERTAINMENT INDUSTRY FLEX PLAN
October, 2004**

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This instrument constitutes a Second Restatement of the Agreement and Declaration of Trust which was first entered into on or about April 9, 1985 by and between the “Original Trustor-Employers,” (as that term is defined in Article I, Section 1.32 hereof) and Local 816, International Alliance of Theatrical Stage Employees and Motion Picture Machine Operators of United States and Canada, AFL-CIO, which was thereafter amended and restated as of December 8, 1988 and last amended and restated as of January 1, 1993. This Second Restatement is entered into effective as of October __, 2004 by and among Steven Berkowitz, David Pill and Marc Sandman as Employer Trustees (as that term is defined in Article I, Section 1.19 hereof) and on behalf of the Original Trustor-Employers and Peter Holmes as Union Trustee (as that term is defined in Article I, Section 1.40 hereof) and Missy Humphrey as Union Trustee (as that term is defined in Article I, Section 1.40 and on behalf of Local 800, I.A.T.S.E., Art Directors Guild and Scenic, Title and Graphic Artists (f/k/a Local 816, International Alliance of Theatrical Stage Employees and Motion Picture Machine Operators of United States and Canada, AFL-CIO).

ARTICLE I

1 DEFINITIONS

Unless the context or subject matter otherwise require, the following definitions shall govern in this Trust Agreement:

- 1.1 Agreement or Trust Agreement. “Agreement” or “Trust Agreement” means this Agreement and Declaration of Trust, as may from time to time hereafter be amended.
- 1.2 Authorized Person. “Authorized Person” means, with respect to the Trust Fund, the Board, any individual Trustees or member of any Committee of Trustees or any individual duly authorized by the Board to represent the Board or said Committee in connection with a specific matter. With respect to an Investment Manager Account, the term “Authorized Person” shall mean any officer (or partner) of the Investment Manager or any other person or persons as may be duly designated pursuant to advance written notice by such officer (or partner) to the Board. With respect to a Custodian, the term “Authorized Person” shall mean any officer of said Custodian.
- 1.3 Beneficiaries. The term “Beneficiaries” means a Covered Employee’s spouse, dependent, or any other person or entity entitled under the terms of the Plan to receive benefits.
- 1.4 Benefit Account. “Benefit Account” means the total value of a Covered Employee’s account expressed in dollars and cents and is the accumulation of Employer contributions, interest earned and credited forfeitures, if any, less administrative expenses, and which consists of the various accounts and sub-accounts described herein.

1.5 Benefit Plan. The term “Benefit Plan” means one of the following plans available and such other plans as the Trustees may from time to time establish:

Optional Benefit Accounts, include

1.5.1 Dependent Care Assistance (DC)

Premium Accounts include:

1.5.2 Medical Insurance (MI)

1.5.3 Dental Insurance (DI)

1.5.4 Vision Insurance (VI)

1.5.5 Group Term Life Insurance (LI)

1.5.6 Disability Insurance Premiums (DB).

Annual Reimbursement Accounts include:

1.5.7 Medical Insurance (MI)

1.5.8 Disability Insurance Premiums (DB)

1.5.9 Medical Expense Reimbursement (MR)

1.6 Board or Trustees. “Board” or “Trustees” means the individuals from time to time acting collectively as the Board of Trustees under this Agreement, which shall also be the “named fiduciary” (as that term is defined in Section 402(a)(2) of ERISA) and the “administrator” (as that term is defined in Section 3(16)(A) of ERISA) of the Plan, appointed to control and manage the operation and overall administration of the Plan and the Trust Fund.

1.7 Code. The term “Code” means the Internal Revenue Code of 1986, as amended, as well as regulations pertaining thereto.

1.8 Collective Bargaining Agreement. The term “Collective Bargaining Agreement” shall mean any collective bargaining, participation, or other written agreement between an employer in the entertainment industry and a Union (or, where the Union or the Fund is the employer, Union by-laws or another written document) requiring an employer to make contributions to this Trust Fund, which is in force and effect and is acceptable to the Board.

1.9 Collective Trust. “Collective Trust” means any group, pooled, common, commingled or collective trust fund maintained by a bank, trust company or broker-dealer, in which assets of employee benefit plans subject to ERISA and the Code may be invested. The trustees of such Collective Trust shall become trustees of the allocable share of the Trust Fund assets transferred and deposited with such Collective Trust, and shall have sole and exclusive authority and discretion to manage and control (including the power to invest and reinvest) such Collective Trust assets. The Board shall not be liable for any act or omission of any trustee of a Collective Trust, or be under any obligation to invest or otherwise manage any assets of the Trust Fund that have been transferred thereto. The provisions of the agreement establishing such Collective Trust shall be deemed to be incorporated by reference into this Agreement (to the extent that the provisions

thereof are not inconsistent with the terms of this Agreement or violative of ERISA, the Code or other applicable law).

- 1.10 Committee. "Committee" means any committee duly appointed and authorized by the Board to act pursuant to this Agreement (containing at least one Employer Trustee and one Union Trustee).
- 1.11 Contributions. The term "Contributions" means payments required or permitted to be made under a Collective Bargaining Agreement for the benefit of Employees covered by this Fund, including payments pursuant to a salary reduction feature contained in such agreement. The term "Contribution" shall also include any payment made or to be made on behalf of any other Employee as defined in Section 1.17 below.
- 1.12 Contribution Date. "Contribution Date" means the first date for which an Employer is obligated to make a contribution to the Fund on behalf of a Covered Employee.
- 1.13 Covered Employees. The term "Covered Employees" means all persons whom the Parties have agreed to be covered by this Agreement and Declaration of Trust, and eligible for the benefits provided hereunder, and on whose behalf Contributions have been made to this Trust Fund.
- 1.14 Custodian. "Custodian" means one or more banks or trust companies selected by the Board pursuant to Section 6.13 of Article VI.
- 1.15 Dependent. The term "Dependent" means any person who qualifies as a dependent of an Employee under Section 152 of the Code. For the purposes of the Dependent Care Assistance (DC) provisions herein only, the term Dependent is limited to a Dependent who is:
 - 1.15.1 under the age of thirteen (13) years and with respect to whom the Employee is entitled to a deduction under 151(e) of the Code, or
 - 1.15.2 physically or mentally incapable of caring for themselves, or
 - 1.15.3 the spouse of the Employee who is physically or mentally incapable of caring for himself.
- 1.16 Disability. The term "Disability" means a physical or mental condition which, in the judgment of a qualified physician or physicians selected by the Trustees permanently prevents an Employee from satisfactorily performing usual duties and any substantially similar occupation or employment with the Employer for which such Employee is qualified by reason of his training, education or experience.
- 1.17 Employee. The term "Employee" means:

- 1.17.1 Any person employed by an Employer under and within the scope of a Collective Bargaining Agreement.
- 1.17.2 Such other persons as a Union and an Employer may jointly hereinafter agree to designate as Employees within the meaning, and for the purpose of this Agreement, including employees of any Union.
- 1.17.3 Any person employed by the Fund.
- 1.18 Employer. The term “Employer” as used herein shall mean any employer who qualifies as a party under the provisions of a Collective Bargaining Agreement and who is required by a Collective Bargaining Agreement to make contributions to this Fund,
 - 1.18.1 a Union, and
 - 1.18.2 the Fund.
- 1.19 Employer Trustee. “Employer Trustee” means each individual designated as an Employer Trustee in accordance with Article VI of this Agreement and, when acting as an Employer Trustee, his or her successor.
- 1.20 ERISA. The term “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, as well as regulations pertaining thereto.
- 1.21 Foreign Securities. “Foreign Securities” means any securities described in Section 404(b) of ERISA and 29 C.F.R. § 2550.404b-1.
- 1.22 Forfeiture. “Forfeiture” means the value of a Benefit Account balance of a Withdrawn Employee that is no longer available for the payment of benefits for such Employee.
- 1.23 Forfeiture Allocation. “Forfeiture Allocation” means that after the payment of administrative charges and expenses, the value of the Benefit Account shall be allocated to the Benefit Accounts of those Eligible Employees remaining in the Fund as described in Article XVI of this Trust Agreement.
- 1.24 Fund, Trust Fund or Trust. The term “Fund,” “Trust Fund” or “Trust” means the trust fund created and established by this Agreement and Declaration of Trust, and shall consist of all property, monies and contract rights held by the Trustees pursuant to this Agreement.
- 1.25 Fund Manager. “Fund Manager” means the individual duly authorized by the Board of Trustees to oversee the day-to-day administration and operation of the Fund.

- 1.26 Health Services Provider. The term “Health Services Provider” means a health maintenance organization as defined in the Health Maintenance Act of 1973 which provides health services.
- 1.27 Instruct or Instructions. “Instruct” or “Instructions” means communications signed by an Authorized Person (including, without limitation, instructions received by facsimile transmission, telex or any other such system, whereby the receiver of such communication is able to verify with a reasonable degree of certainty the identity of the sender of such communication).
- 1.28 Insurer. The term “Insurer” means any insurance company which insures any of the beneficiaries of this Trust through an insurance contract.
- 1.29 Investment Manager. “Investment Manager” means any person or entity that has been appointed by the Board pursuant to this Agreement to manage, acquire or dispose of any Securities or other property of the Trust Fund who is, and has acknowledged in writing to the Board that it is, (a) a fiduciary (within the meaning of Section 3(21) of ERISA) with respect to the assets held in its Investment Manager Account; and is (b) either (1) an investment manager registered in good standing under the Investment Advisers Act of 1940, (2) a bank (as defined in said Act) located within the United States, or (3) an insurance company qualified under the laws of more than one state to manage, acquire or dispose of employee benefit plan assets. The Board shall have the right, in its sole and absolute discretion, to appoint the Custodian as an Investment Manager for all or a portion of the Trust Fund Securities or other property.
- 1.30 Investment Manager Account. “Investment Manager Account” means that portion of the Trust Fund which has been segregated by the Board for investment management by one or more Investment Manager(s), each of which shall constitute a separate Investment Manager Account.
- 1.31 Medical Expenses. “Medical Expenses” means amounts incurred for any benefit excludable from the gross income of Covered Employees under the relevant provisions of the Code, including Sections 105 and 125 thereof, or any successor provisions, including but not limited to the diagnosis, cure, mitigation, treatment or prevention of disease or for the purpose of affecting any structure or function of the mind or body as well as premiums paid for hospital and medical insurance and service plans.
- 1.32 Original Trustor-Employers. The phrase “Original Trustor-Employers” means the NBC Studios, Inc. (f/k/a National Broadcasting Company, Inc.), CBS Broadcasting Inc. (f/k/a CBS Inc.) and ABC, Inc. (f/k/a American Broadcasting Company, a Division of American Broadcasting Companies, Inc.), their respective successors and any substitute selected in accordance with Article VI hereof.
- 1.33 Parties. The term “Parties” shall mean an Employer and a Union.

- 1.34 Plan or Program. The terms “Plan” or “Program” mean the Entertainment Industry Flex Plan (“Flex Plan”) any benefit program established under this Agreement and Declaration of Trust, and may include reimbursement to Employees by Employers for Medical Expenses, including but not limited to the diagnosis, care, mitigation, treatment of a function of the body, and for the cost of hospitalization, medical, surgical, dental care, and for the cost of life, accident, disability and other benefits which may be provided either through an insurance contract or a Health Services Provider contract or the direct payment of benefits from the Employee’s Benefit Account.
- 1.35 Plan Year. “Plan Year” means a calendar year and each succeeding twelve-month period commencing January 1, 1986 except for the first Plan Year, which commenced on April 9, 1985 and concluded December 31, 1985.
- 1.36 Policy. The term “Policy” means the policy or policies of either group or individual insurance secured and held by the Trustees for the purposes of this Trust.
- 1.37 Real Property or Interest in Real Property. “Real Property” or “Interest in Real Property” means, in general, leaseholds, leasebacks, fee titles, mortgages and all other forms of real property and interests therein of whatever nature and personal property, both tangible and intangible, directly or indirectly associated or connected with the use of real property (including, without limitation, direct or indirect equity or other investments in real estate, interests in partnerships and other joint ventures having an interest in real property, participating or convertible mortgages or other debt instruments convertible into interests in real property by the terms thereof, options to purchase real estate, leaseholds, leasebacks, investments in group, collective or commingled real estate funds, and investments in securities issued by real estate investment trusts). For purposes of this definition, real property includes any property treated as real property either by local law or state law or for Federal income tax purposes.
- 1.38 Securities or Security. “Securities” or “Security” means, except as may otherwise be provided in a written agreement or investment guidelines between the Board and an Investment Manager, all Trust Fund securities of any and every kind wherever situated, and any rights or interests therein, including, but not limited to, (a) common and preferred stocks (provided that no investment shall be made in the stock of a Contributing Employer (or affiliate thereof) if such investment would exceed 5% of the fair market value of Fund assets or would otherwise be prohibited by ERISA); (b) obligations of the United States Government or any government of a state of the United States (and any of their agencies and instrumentalities); (c) bonds, debentures, notes and other evidences of indebtedness (provided that no investment shall be made in the stock of a Contributing Employer (or affiliate thereof) if such investment would exceed 5% of the fair market value of Fund assets or would otherwise be prohibited by ERISA); (d) savings and time deposits (including, without limitation, any deposits

bearing a reasonable rate of interest that the Custodian, or a bank or similar financial institution appointed as a trustee or custodian hereunder by the Board, makes in itself or in any parent, subsidiary or other person associated or affiliated therewith, to the extent permitted by ERISA); (e) bankers' acceptances; (f) commercial paper (including participations in pooled commercial paper accounts); (g) Collective Trusts; (h) Foreign Securities (including, without limitation, American Depository Receipts); (i) life insurance, retirement income, guaranteed investment, annuity and other forms of insurance policies or contracts; (j) bank investment contracts; and (k) any options, warrants or other instruments representing rights to receive, purchase, or subscribe for the same or evidencing or representing any other rights or interest therein appurtenant to such Securities.

- 1.39 Union. The term "Union" means a Union engaged in the entertainment industry.
- 1.40 Union Trustee "Union Trustee" shall mean each individual designated as a Union Trustee in accordance with Article VI of this Agreement and, when acting as a Union Trustee, his or her successor.
- 1.41 Withdrawn Employee. "Withdrawn Employee" means a Covered Employee on whose behalf contributions have not been received by the Fund for three complete Plan Years, and who has not left the entertainment industry because of death, disability or retirement or whose Benefit Account has been closed under the forfeiture provisions of the Plan.

ARTICLE II

2 TRUST FUND

- 2.1 Purpose. This Trust is established for the purpose of providing a Program of benefits for persons who may from time to time be Beneficiaries hereunder.
- 2.2 Name of Fund. There is hereby created the Entertainment Industry Flex Plan. The Fund shall be an Employees' beneficiary association within the entertainment industry. The Trust Fund shall consist of all Employer Contributions (including any salary reductions permitted by a Collective Bargaining Agreement) made to it for the establishment and maintenance of the Program, and all interest, income and other returns thereon of any kind whatsoever together with all other property and assets of the Fund.
- 2.3 Principal Office. The Fund shall have its principal office in the City of Los Angeles, County of Los Angeles, State of California.
- 2.4 Contributions Not Wages For Tax Purposes. Contributions shall not constitute or be deemed wages due to the Employees for income tax or employment tax purposes, and no Employee shall be entitled to receive any part of the same in lieu of the benefits provided by the Program.

- 2.5 Limitation of Interest in Fund. Neither the Employer, nor any Beneficiary under the Program nor any other person shall have any right, title, or interest in the Fund other than the Trustees as specifically provided in this Trust Agreement. Neither the Fund nor any payments to the Fund shall be in any manner liable for or subject to the debts, contracts or liabilities of Employer, Union, or any Employee, or any other Beneficiary under the Program. No part of the Fund, nor any benefits payable in accordance with the Program shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person except as permitted by ERISA.
- 2.6 Liability. Neither Employer, Union nor Covered Employees shall be liable or responsible for any debts, liabilities or obligations of the Fund or the Trustees.
- 2.7 Tax-Exempt Status. It is intended that this Trust shall be established and operated in a manner that shall qualify it as an organization exempt from income taxation under Section 501(a) of the Code, so as to ensure that the earnings of the Trust Fund remain exempt from income tax under the Code, and that Employer contributions remain tax deductible under the Code. Notwithstanding anything to the contrary contained herein, the Trust shall be operated exclusively for such purposes as will comply with Section 501(c)(9) of the Code. To the extent that anything herein is inconsistent with Section 501(c)(9) of the Code, this Agreement shall be deemed amended in such fashion as will implement the purposes of this Trust while continuing to comply with the requirements of the Code.
- 2.8 Employee Welfare Benefit Plan. It is further intended that this Trust shall be established and operated as an employee welfare benefit plan within the meaning of, and in a manner that complies with, ERISA. To the extent that anything herein is inconsistent with ERISA, this Agreement shall be deemed amended in such fashion as will implement the purposes of this Trust while continuing to comply with the requirements of ERISA.
- 2.9 Jointly-Administered Welfare Benefit Fund. The Trust shall also be established and operated as a “jointly-administered” welfare benefit fund within the meaning of, and in accordance with, Section 302(c) of the Labor Management Relations Act of 1947, as amended. To the extent that anything herein is inconsistent with said Act, this Agreement shall be deemed amended in such fashion as will implement the purposes of this Trust while continuing to comply with the requirements of said Act.

ARTICLE III

3 EMPLOYER CONTRIBUTIONS

- 3.1 When and Where Due and Payable. Contributions made by Employers shall be due and payable in Los Angeles, California and shall be received by the fifteenth day of the calendar month following the month in which the Employee worked,

unless a more frequent payment schedule is required by the Collective Bargaining Agreement. Employer Contributions may be made by Employers pursuant to a salary reduction feature in the case of Employers that allow this option for Employees who complete the appropriate Payroll Deduction Request Form (within the period prescribed by the Plan), and such Contributions shall be due and payable as soon as the monies can be reasonably segregated from the Employer's general assets, but no later than the fifteenth day of the calendar month following the month in which the Employee worked. Contributions to the Fund shall be forwarded to a central depository to be designated by the Trustees. Said payments are to continue from month to month subject to the provisions of the Collective Bargaining Agreement between the Employer and the Union.

- 3.2 Records Required. The Trustees may require the Employer, any covered Employee or any other Beneficiary under the Program to submit any information, data, report or other documents reasonably relevant to and suitable for the purposes of administering this Trust Fund. Employer agrees that it will use its best efforts to secure compliance with any reasonable request of the Trustees for any information, data, report or document required by this Section.
- 3.3 Audit. In order to bring about the highest possible standard of compliance by the Employer in paying the proper amounts due to the Fund, an audit of the Employer payroll records supporting that Employer's Contributions to the Fund may be made by the Trustees. In performing such an audit, the Trustees shall be entitled to examine the Employer's State and Federal tax returns, and any and all payroll and other records pertinent to determining whether Contributions have properly been remitted to the Fund. Upon audit by the Trustees, if the Employer has made the correct Contribution in total to the Fund, the costs of said audit shall be paid by the Trust. If upon audit by the Trustees, it is shown that the Employer has failed to make the correct Contribution due the Fund, the said Employer will be responsible for the cost of the audit by the Trustees. In no event, however, shall the Employer be charged with the payment of audit fees in the event the delinquency represents the lesser of (a) five percent (5%) of the total Employer contribution due and owing in the period covered by the audit, or (b) two hundred dollars (\$200).

ARTICLE IV

4 DELINQUENT EMPLOYERS

- 4.1 Damages for Delinquency. Each monthly contribution to the Fund shall be made promptly as required by Section 3.1. Any Contributions received later than the date required under Section 3.1 shall be considered delinquent. The Parties recognize and acknowledge that the regular and prompt payment of Employer Contributions to the Fund is essential to the maintenance of the Fund, and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Fund which would result from the delinquency of the Employer to pay his Contributions in full within the time above provided. Therefore, the

amount of damage to the Fund resulting from any such failure shall be presumed to be the sum of \$10 or 7 percent of the indebtedness, whichever is greater, which is an approximation of the cost of processing a delinquency. This amount shall, at the Trustees' discretion, become due and payable to the Fund by the Employer as liquidated damages and not as a penalty immediately following the date the Contribution became delinquent.

- 4.2 Timely Payments. Should the Employer fail to make timely contributions to the Flex Plan, interest at the prime rate then in effect, compounded monthly, shall accrue. Further, the Trustees, shall have the right to take whatever steps are necessary to secure compliance with this Trust Agreement, any provision of the Collective Bargaining Agreement to the contrary notwithstanding. If the required contributions of an Employer become delinquent as provided above, in addition to interest and liquidated damages, there shall be added to the obligation of the delinquent employer all reasonable expenses incurred by the Trust involved in the collection of the delinquency, including but not limited to reasonable attorney's fees, cost of attachment and execution, bond, receivers and court costs.
- 4.2.1 The rights and remedies against a delinquent Employer as set forth above are not exclusive, but are cumulative, and nothing herein shall prevent the Union or the Trustees from taking other legal action against a delinquent Employer.
- 4.3 Employer Responsibility. In the event an Employer is delinquent in making the Contributions to the Fund as required by the Collective Bargaining Agreement and any Covered Employee or his Dependent is denied benefits because of such delinquency, then, if and to the extent liability is imposed because of such denial of benefits, it shall be borne solely by such delinquent Employer and not by any other Employer or Union which participates in the Fund, or by the Fund or its Trustees.
- 4.4 Termination of Insurance Coverage. Whenever insurance coverage or health services benefits have been provided for covered Employees and the Employer has failed to provide the Trustees with the required Contributions, the Trustees shall not continue the insurance coverage or health services benefits for such Covered Employees beyond the grace period provided in any applicable insurance policy or beyond the extent payable from balances remaining unexpended in the Covered Employee's Benefit Account.

ARTICLE V

5 ACCOUNTING FOR EMPLOYER CONTRIBUTIONS

- 5.1 Crediting of Contributions. Employer contributions will be credited to the Benefit Account of each Covered Employee, as described in Article XIV hereof.

- 5.2 Rate of Contributions Under Collective Bargaining Agreement. The rate of the Employer Contribution for all Employees covered by the Collective Bargaining Agreement shall be governed and limited by the Collective Bargaining Agreement between the Union and Employer.
- 5.3 Rate of Other Contributions. The rate of the Employer Contributions on Covered Employees other than those referred to in Section 2 of this Article shall be determined solely by the Employer.
- 5.4 Records Required. The Trustees may require the Employer, any covered Employee or any other Beneficiary under the Program to submit an information, data, report or other documents reasonably relevant to and suitable for the purposes of administering this Trust Fund. Employer agrees that it will use its best efforts to secure compliance with any reasonable request of the Trustees for any information, data, report or document required by this Section.

ARTICLE VI

6 TRUSTEES

- 6.1 Composition of Trustees. The Trustees under this Agreement, who shall be Trustees of the Trust created and established hereunder, shall consist of at least three (3) Employer Trustees and at least two (2) Union Trustees. The Board may also appoint one (1) Alternate Employer Trustees and/or one (1) Alternate Union Trustees. The number of Trustees may be increased by the Board from time to time; provided, however, that there shall always be equal voting power as between the Employer Trustees and Union Trustees (exclusive of Alternate Trustees).
- 6.2 Acceptance of Trust and Trusteeship. The Trustees appointed hereunder hereby accept the Trust created and established by this Agreement and consent to act as Trustees thereof by assuming the responsibility for the operation and administration of the Trust. By their signature to this Agreement, or any counterpart or copy hereof, each Trustee hereby agrees to accept the trusteeship and to act in their capacities as trustees and fiduciaries of the Trust Fund in accordance with the provisions of this Agreement.
- 6.3 Selection of Trustees.
- 6.3.1 The current Employer Trustees shall be: Steven Berkowitz, David Pill and Marc Sandman. In no event shall the Union or Union Trustee be entitled to designate an Employer Trustee.
- 6.3.2 The current Union Trustees shall be: Peter Holmes and Missy Humphrey. In no event shall the Employers or an Employer Trustee be entitled to designate a Union Trustee.

- 6.4 Written Appointments and Acceptances. Except for the appointments of the initial Trustees under this Agreement, copies of the written appointments of successor Trustees shall be provided to the Board as soon as practicable after the appointments. Each Trustee shall signify his or her acceptance of the trusteeship in writing.
- 6.5 Term of Office. Each Trustee appointed under this Agreement shall continue to serve as such until his or her death, incapacity, resignation or removal as herein provided.
- 6.6 Resignations. A Trustee may resign, and shall be fully discharged (to the extent permitted by law) from further duty or responsibility hereunder, upon giving at least thirty (30) days advance written notice to the Board, or such shorter notice as the Board may accept as sufficient, in which notice there shall be stated a date when such resignation shall take effect; and such resignation shall take effect on the date specified in the notice, unless a successor Trustee shall have been appointed (as provided by Section 6.9 or Section 6.10 of this Article VI) at an earlier date, in which event such resignation shall take effect immediately upon the successor Trustee taking office.
- 6.7 Removal of Employer Trustees. Any Employer Trustees may be removed from office at any time, with or without cause, by an instrument in writing signed by a duly authorized representative of the Employer appointing him and filed with the Board. Such removal shall be effective immediately upon such filing. For purposes of this Trust Agreement, NBC Studios, Inc. (f/k/a National Broadcasting Company, Inc.) shall be deemed to have appointed Steven Berkowitz, CBS Broadcasting Inc. (f/k/a CBS Inc.) shall be deemed to have appointed David Pill, and ABC, Inc. (f/k/a American Broadcasting Company, a Division of American Broadcasting Companies, Inc.) shall be deemed to have appointed Marc Sandman.
- 6.8 Removal of Union Trustees. Any Union Trustees may be removed from office at any time, with or without cause, by an instrument in writing signed by the President of the Union appointing him and filed with the Board. Such removal shall become effective immediately upon such filing. For purposes of this Trust Agreement, Local 800, I.A.T.S.E., Art Directors Guild and Scenic, Title and Graphic Artists (“Local 800”)(f/k/a Local 816, International Alliance of Theatrical Stage Employees and Motion Picture Machine Operators of United States and Canada, AFL-CIO) shall be deemed to have appointed Missy Humphrey and the International Brotherhood of Electrical Workers (the “IBEW”) shall be deemed to have appointed Peter Holmes.
- 6.9 Successor Employer Trustees. In the event that any Employer Trustee shall die, become incapable of acting hereunder, resign, or be removed pursuant to Section 6.7, that Employer Trustee’s successor shall be designated by the Employer who appointed the Employer Trustee.

- 6.10 Successor Union Trustees. In the event that any Union Trustee shall die, become incapable of acting hereunder, resign, or be removed pursuant to Section 6.8, the successor to the Union Trustee appointed by Local 800 shall be designated by the Chair, Scenic Title and Graphic Council, and the successor to the Union Trustee appointed by the IBEW shall be designated by the President of the IBEW.
- 6.11 Powers of Successor Trustees. Any successor Trustee under this Agreement shall immediately, upon his or her designation as a successor Trustee and his or her acceptance of the trusteeship in writing filed with the Board, become vested with all rights, powers, privileges and duties of a Trustee hereunder with like effect as if originally named as Trustee.
- 6.12 Alternate Trustees.
- 6.12.1 An Alternate Employer Trustee and/or an Alternate Union Trustee may be designated by the Employer Trustees and the Union Trustees pursuant to Section 6.1, as appropriate. Upon written acceptance of such appointment by the Alternate Trustee and certification of the designation to the Board, such designation shall remain effective until such Alternate's death, incapacity, resignation or removal.
- 6.12.2 Any Alternate Trustee may resign by giving notice in writing to his or her designating entity and the Board, which resignation shall take effect immediately, or may be removed at any time in accordance with the procedures described in Sections 6.7 or 6.8, as applicable.
- 6.12.3 Each Alternate Trustee so designated shall be entitled to attend each Board meeting (and each meeting of any Committee to which he or she has been duly appointed), and in the absence of any regular Trustee, to count toward the Trustee quorum requirements and cast the vote of such regular Trustee at such meeting, which vote shall for all purposes hereof be deemed to have been cast by such regular Trustee. An Alternate Employer Trustee may only serve in this capacity for an Employer Trustee; and an Alternate Union Trustee may only serve in this capacity for a Union Trustee.
- 6.13 Custodian.
- 6.13.1 At any time and from time to time, the Board may appoint, as the Trust Fund's Custodian, a bank or trust company located within the United States, and pursuant to Instructions or a separate written agreement, may delegate to the Custodian such duties and powers as the Board may deem advisable.
- 6.13.2 The Board may enter into and execute a trust, custodial or other written agreement with the Custodian, which agreement shall contain such provisions as the Board may deem advisable. Upon execution of such

agreement with the Custodian, the Board may transfer and convey to the Custodian any part or all of the Securities, Real Property, or other property of the Fund acceptable to the Custodian, and thereupon the Board shall be forever released and discharged from any responsibility or liability with respect to the custody and safekeeping of such assets so transferred as to any period subsequent to such transfer.

6.13.3 The Board may, at any time, remove the Custodian in the manner provided in the trust or other agreement between the Board and the Custodian. In the event that a Custodian is appointed, such Custodian shall, if and when removed by the Board, cause to be transferred to the Board or to any successor Custodian duly appointed by the Board, any Trust Fund Securities, Real Property, personal or other property or records then in its possession, along with a final accounting of the Securities or other property of the Fund held by the Custodian pursuant to said agreement.

ARTICLE VII

7 POWERS AND DUTIES OF TRUSTEES

7.1 Receipt of Payments.

7.1.1 The Board (or such other person or entity acting on behalf of, and duly authorized by, the Board) is hereby designated as the entity authorized to receive the Employer contributions hereafter made to the Trust, and is hereby vested with all rights, title, and interest in and to such monies and all interest accrued thereon and appreciation thereof.

7.1.2 The Board agrees to receive all such payments, deposits, monies, policies or other properties and assets, and to hold the same in trust hereunder for the uses and purposes of the Trust and the Plan, and may deposit all or a portion of such monies with such banks or Custodians as they may designate for this purpose.

7.2 Payment of Benefits. The Board shall pay out of the Trust, at the time or times and in the manner specified in the Plan, the benefits provided for therein.

7.3 Expenses.

7.3.1 The Board shall use and apply the assets of the Trust for the following purposes:

7.3.1.1 To pay from the Trust Fund, or provide for the payment of, all reasonable and necessary expenses of collecting Employer contributions and administering the affairs of the Trust, including, without limitation, all expenses which may be incurred in connection with the maintenance, operation and

administration of the Plan and the Trust, including, but not limited to:

- 7.3.1.1.1 the fees and compensation of all attorneys, accountants, consultants and such other Fund professionals and persons employed by the Board to render services to the Fund or the Plan;
 - 7.3.1.1.2 the payment of fees, expenses and other costs of holding or investing the assets of the Fund;
 - 7.3.1.1.3 premium or other payments under insurance contracts or policies purchased by or on behalf of the Plan or the Fund;
 - 7.3.1.1.4 the fees and expenses of any Investment Manager or Custodian as may be appointed by the Board;
 - 7.3.1.1.5 any taxes;
 - 7.3.1.1.6 the expense of maintaining mailboxes, bank accounts and safety deposit boxes;
 - 7.3.1.1.7 the cost of implementing and maintaining any accounting, auditing, computer, recordkeeping and other systems which the Board has determined to be necessary or appropriate for the establishment, operation or administration of the Trust Fund or the Plan; and
 - 7.3.1.1.8 the reimbursement of all reasonable and necessary expenses of the individual Trustees (and other employees of the Fund) incurred in connection with the operation of the Trust and the Plan and their performance of their duties as Trustees.
- 7.3.1.2 To pay from the Trust Fund or provide for the payment of, subscriptions, charges, deposits or other payments under insurance, health maintenance organization, and other benefits contracts; and to pay or provide for the payments or premiums on the policy or policies of insurance, health maintenance organization and similar contracts, if, when and to the extent such payments or premiums shall become due.
- 7.3.2 The Trustees shall not receive any compensation from the Trust for the performance of their duties as Trustees, but shall be reimbursed from the Trust Fund for all reasonable, actual and necessary expenses which they

incur in the performance of their duties as Trustees hereunder, as such expenses may be approved by the Board.

7.4 Insurance Contracts.

7.4.1 The Board (or its designee) may enter into such insurance policies contracts with health maintenance organization, and similar agreements, may make such premium or other payments thereon, make such elections thereunder, agree to any alteration, modification or amendment thereof, and take such actions with respect thereto as the Board shall, in its sole and absolute discretion, determine. With respect to any such agreements, the Board is, in its sole and absolute discretion, authorized to assume all the rights, privileges and benefits thereunder and ownership thereof and to take all actions required of or permitted thereunder, and the insurance carrier, organization, or other entity with which such contracts are in effect shall not be required to inquire into the authority of the Board (or its designee).

7.4.2 Any insurance company, health maintenance organization and similar entity may deal with the Board (or its designee) in accordance with the terms and conditions of the contract between such entity and the Board, and in such manner as the Board and the entity shall therein agree, without the consent of any other person or persons interested in this Trust.

7.5 General Powers. Notwithstanding any limitations imposed generally by any present or future state statute or rule of law concerning investments by trustees (and in addition to, and not by way of limitation of, such other powers as are set forth herein or otherwise conferred by law), the Board (or where an Investment Manager or Custodian is duly appointed to have investment authority in connection with Trust Fund assets in accordance with this Agreement, such Investment Manager or Custodian, as the case may be) is hereby empowered, in its sole and absolute discretion:

7.5.1 To purchase, sell (for cash or on credit), receive, subscribe for, invest and reinvest Trust Fund assets in any Securities and any Real Property, free from any limitations imposed by state law on investments of trust funds, and to retain such Securities or Real Property in the Trust Fund, or exchange any such Securities or Real Property for other property (or interests therein), or grant options to acquire such Securities or Real Property; and the Board may determine the prices and terms of all such sales, exchanges and options and may execute any and all contracts, conveyances and other instruments containing covenants and warranties binding upon the Plan or the Fund and containing provisions excluding the personal liability of the Trustees;

7.5.2 To use or cause to be used the facilities of the Depository Trust Company or the Federal Reserve Book-Entry System, subject to such rules,

regulations and orders as may be adopted by the Securities and Exchange Commission thereunder; including, without limitation, the right to:

- 7.5.2.1 hold, receive, exchange, release, deliver and otherwise deal with the Securities and other property of the Trust Fund (including stock dividends, rights and other items of like nature), and to receive and remit all income and other payments thereon and take all steps necessary and proper in connection with the collection thereof;
 - 7.5.2.2 register such Securities in the name of any nominee or nominees used by the Depository Trust Company or the Federal Reserve Book-Entry System;
 - 7.5.2.3 pay for Securities purchased and sold through the clearing medium employed by the Depository Trust Company or the Federal Reserve Book-Entry System for transactions of participants acting through it; and
 - 7.5.2.4 register any Securities or other property held in the Trust Fund in the name of a nominee or nominees with or without the addition of words indicating that such Securities or other property are held in a fiduciary capacity, provided, however, that said nominee be a bank, trust company or broker/dealer;
- 7.5.3 To cause any Securities, Real Property, or other property at any time held by the Trust Fund to be registered in its own name as Trustees, or in the name of a Custodian, trustee or nominee (with or without the disclosure of any fiduciary relationship), and to hold in bearer form any Securities or other property at any time held in the Trust Fund so that they will pass by delivery;
- 7.5.4 To:
- 7.5.4.1 sell for cash or on credit, grant options, convert, exchange for other Securities or property, redeem, transfer and dispose of any Securities or other property in the Trust Fund, by private agreement or public auction, for cash, Securities or other property and/or credit; and
 - 7.5.4.2 make delivery of Securities or other property that have been sold for the Trust Fund upon receipt of payment therefor; provided that all payments for such Securities or property are to be made in cash, by a certified check, a treasurer's or cashier's check of a bank, by effective bank wire transfer through the Federal Reserve Wire System or, if appropriate, outside of the Federal Reserve Wire System and for credit to the Trust Fund;

7.5.5 To release and deliver Trust Fund Securities to the issuer thereof (or its agent) when such Securities are called, redeemed, retired or otherwise become payable; provided, however, that, in any case, the cash or other consideration for such release and delivery is in the Trust Fund or is to be delivered to the Board simultaneously with the delivery of such securities;

7.5.6 To exercise voting rights, either in person by limited or general power of attorney, or by proxy, with respect to all Securities or other property, and generally to exercise with respect to Trust Fund assets all other rights, powers, and privileges as may be lawfully exercised by any person owning similar property in its own right, unless the responsibility for exercising such rights, powers, or privileges has been delegated by the Board to an Investment Manager;

7.5.7 To:

7.5.7.1 exercise any conversion privilege and/or subscription right available in connection with any Securities or other property at any time held in the Trust Fund, and to make any payments in connection with such exercise;

7.5.7.2 join in, dissent from or oppose the reorganization, consolidation, merger, recapitalization, liquidation, sale, mortgage, pledge or lease of corporate property with respect to any corporations in which the Trust Fund may be interested (including the exercise of options, the making of agreements or subscriptions and the payment of expenses, assessments or subscriptions, which may be necessary or advisable in connection therewith), and to hold and retain any Securities or other property which it may so acquire;

7.5.7.3 deposit any Securities or other property with any protective, reorganization or similar committee, and to pay or agree to pay part of the expenses and compensation of any such committee and any assessments levied with respect to such Securities or property so deposited; and

7.5.7.4 exercise all other ancillary rights or duties necessary to implement any of the powers contained herein;

7.5.8 To:

7.5.8.1 pool all or a portion of the Trust Fund in one or more Collective Trusts and to transfer and deposit, at any time and from time to time, all or a portion of the assets of the Trust Fund to any Collective Trust; and

7.5.8.2 withdraw any portion of the Trust Fund so transferred, and to execute such documents and other instruments as, from time to time, may be necessary to implement the foregoing;

7.5.9 To invest all or part of the Trust Fund in deposits which bear a reasonable interest rate in any bank, trust company, or similar financial institution supervised by the United States or any State (including deposits of a Custodian, to the extent permitted by ERISA);

7.5.10 To:

7.5.10.1 compromise, compound, submit to arbitration or settle any debt or obligation owing to or from the Trust Fund;

7.5.10.2 enforce or abstain from enforcing any right, claim, debt or obligation;

7.5.10.3 reduce or increase the rate of interest on extension, or otherwise modify, foreclose upon default, or enforce any such obligation; and

7.5.10.4 sue or defend suits or legal proceedings against the Fund, the Plan, the Trustees or the Fund Manager, or to protect or enforce any interest in the Fund and to represent the Fund, the Plan, the Trustees or the Fund Manager in any suits, arbitrations or other dispute resolution proceedings in connection with any matter in any court or before any administrative agency, body or tribunal;

The cost and expenses of any suit or proceeding brought by or against the Trustees (including counsel fees) shall be paid from the Trust Fund.

7.5.11 To apply for, purchase, receive, retain, administer, surrender, transfer or assign any insurance policy or health or welfare benefits related contract, and pay the premium and exercise the rights, privileges, options and benefits contained in any such contract;

7.5.12 To organize corporations, partnerships, limited partnerships, limited liability corporations, and/or joint ventures under the laws of the United States, any State or other jurisdiction to acquire and hold title to any Securities or Real Property held in connection with the Plan or the Trust Fund;

7.5.13 To take any and all actions, including the filing of requests for determinations, rulings and other forms of administrative guidance with the United States Department of Labor (including requests for exemptive or other administrative relief from the provisions of Section 406 of ERISA

and Section 4975 of the Code, or other provisions of ERISA or the Code), the Internal Revenue Service, or the Pension Benefit Guaranty Corporation, and the commencement of and participation in lawsuits in connection therewith; all as the Board determines to be necessary, appropriate or desirable to carry out any of the foregoing powers or otherwise in the best interests of the Plan or the Trust Fund;

7.5.14 To:

7.5.14.1 lease or purchase such premises, materials, supplies and equipment, and employ and retain such administrative, secretarial, clerical, and other assistance or employees as the Board or the Fund Manager may deem necessary or proper, and to pay their reasonable expenses and compensation and all other expenses attributable to the operation of the Plan out of the Trust Fund;

7.5.14.2 implement and maintain any accounting, auditing, computer, recordkeeping and other systems which the Board or the Fund Manager has determined to be necessary or appropriate for the establishment, operation or administration of the Trust Fund or the Plan; and

7.5.14.3 retain attorneys, investment advisers, accountants, actuaries, appraisers, architects, banks, contractors, engineers, consultants, property managers, insurance brokers and any other persons or entities in connection with the acquisition, operation, management, or administration of the Trust Fund or the sale or other disposition of any property for or by the Trust Fund, and pay, as expenses of the Trust Fund, any of their necessary and reasonable fees.

7.5.15 To appoint ancillary or subordinate trustees or Custodians to hold title to or other indicia of ownership of Foreign Securities or other property of the Plan or Trust Fund in those jurisdictions, domestic or foreign, in which the Board is not authorized to do business, and to define the scope of the responsibilities of each such ancillary or subordinate trustee or Custodian; provided, however, that such ancillary or subordinate trustees or Custodians shall comply with all requirements of Section 404(b) of ERISA, and the regulations promulgated pursuant thereto, in the event that assets of the Trust Fund are invested or reinvested in Foreign Securities;

7.5.16 To establish and implement a funding policy for the Plan and create, accumulate and maintain as part of the Trust Fund such margins or reserves as the Board determines to be prudent or desirable in connection with the sound and efficient administration of the Plan and the Trust Fund

(including, without limitation, reserves for existing and potential obligations and liabilities of the Trust Fund and administrative expenses);

7.5.17 To:

7.5.17.1 delegate to other fiduciaries the responsibilities or duties involved in the operation and administration of the Plan under the direction of the Board (other than trustee responsibilities or duties, as defined in Section 405(c)(3) of ERISA) to the extent consistent with ERISA; and

7.5.17.2 engage (and pay the salaries and benefits of) such person or persons as it may deem necessary or desirable as the Fund Manager to conduct the day to day operations of the Plan and the Fund, and delegate such of its administrative duties to such persons, agents, or organizations as it may deem advisable (including, without limitation, to a duly appointed Committee or to the Trustees of another employee welfare benefit plan that is subject to ERISA and is a tax qualified plan under the Code).

7.5.18 To enter into agreements among themselves allocating their responsibilities, obligations and duties with respect to the administration of the Plan and the management and control of the Trust Fund assets; provided, however, that the remaining Trustees shall not be liable for any loss resulting to the Trust Fund resulting from the acts or omissions of those Trustees accepting the allocation of such specified fiduciary responsibilities (except as may otherwise be required by ERISA);

7.5.19 To:

7.5.19.1 loan any Trust Fund Securities to banks, trust companies, or nationally-recognized brokers or dealers;

7.5.19.2 secure the same in any manner;

7.5.19.3 receive compensation therefor out of any amounts paid by or charged to the account of the borrower; and

7.5.19.4 during the term of any such loan, permit the loaned Securities to be transferred into the name of and voted by the borrower or others; provided, however, that such loans are fully consistent with ERISA and the Code and that cash or other collateral satisfactory to the Board, having a fair market value (as of the close of business on the business day immediately preceding the date of such loan) equal to at least one hundred and two percent (102%) of the then fair market value of the Securities loaned, is

pledged to the Trust Fund by the borrower, and continues to be maintained in such manner until such loan is repaid;

7.5.20 To:

7.5.20.1 retain, manage, administer, operate, lease for any length of time, develop, improve, repair, alter, demolish, mortgage, pledge, grant options with respect to, or otherwise deal with any Real Property at any time held by the Trust Fund;

7.5.20.2 modify, extend, renew or otherwise adjust any mortgage or lease, including the waiver of rentals;

7.5.20.3 purchase, exchange or otherwise acquire and to sell, exchange or otherwise dispose of, any such Real Property at public or private sale, at such prices, at such time or times upon such terms, and for such purposes as may be necessary or desirable;

7.5.20.4 enter into joint ventures or otherwise own or participate in entities that own or acquire any Real Property (including associations, corporations, general or limited partnerships, Collective Trusts or other trusts), and to acquire stock, ownership interests, or securities in such entities, including by means of a tender offer;

7.5.20.5 hold any Real Property either in the name of the Trust Fund or in a separate nominee trust without disclosing the ownership of the Trust Fund; and

7.5.20.6 keep and maintain any property in good state of repair and upkeep, to obtain insurance for any Real Property, and to pay the taxes, upkeep, repairs, carrying charges, maintenance and premiums of insurance with respect to any Real Property.

7.5.21 To make, execute and deliver any and all conveyances, waivers, releases or other instruments in writing necessary or desirable for the accomplishment of any of the foregoing powers;

7.5.22 To enter into reciprocal agreements with other health and welfare funds, upon such terms and under such conditions as the Trustees deem appropriate;

7.5.23 To enter into written agreements (with the consent of [Local 816] and the Original Trustor-Employers) with other health or welfare plans and trusts providing for the merger or consolidation with, or transfer of assets and liabilities to, any other health and welfare plan or trust; and

7.5.24 Generally, to perform all acts (whether or not expressly authorized herein) which the Board may deem necessary and prudent for the protection of the assets of the Trust Fund or necessary to accomplish the general objectives of the Plan or this Trust.

7.6 Committees.

7.6.1 The Board may delegate one or more of its fiduciary responsibilities to one or more other Committees. Each such Committee shall comprise an equal number of Employer Trustees and Union Trustees. The Employer Trustees shall designate Employer Trustees to serve on such Committee and the Union Trustees shall designate Union Trustees to serve on such Committee.

7.6.2 Except as otherwise provided by ERISA, to the extent that such responsibilities are so delegated, the remaining Trustees shall not be liable for any loss resulting to the Trust Fund resulting from the acts or omissions of any Committee.

7.7 Board as Recordkeeper.

7.7.1 Unless otherwise delegated to another person, the Board shall act as a master recordkeeper for the Plan and Trust Fund, and its records shall constitute the official records of the Plan and Trust Fund for all purposes.

7.7.2 The Board shall maintain true and accurate books of account and records of all their transactions, which shall be open to the inspection of each Trustees at the principal office of the Trust Fund at all reasonable times and which shall be examined at least annually by an independent certified public accountant selected by the Board.

7.8 Standard of Care. In exercising any and all powers, duties and responsibilities under this Agreement, the Board shall discharge its duties and responsibilities hereunder with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person 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 shall diversify all Trust Fund assets so as to avoid the risk of large losses (unless, under the circumstances, it is clearly prudent not to do so), consistent with the requirements of ERISA.

7.9 Reliance on Written Instruments and Advice of Professionals.

7.9.1 Each Trustee shall be fully protected in acting upon any instrument, certificate, or paper believed by him or her to be genuine and to be signed or presented by a duly authorized person or persons, and shall be under no duty to make any investigation or inquiry as to any statement contained in

any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

7.9.2 Each Trustee shall be entitled to rely conclusively upon, and shall be fully protected in any action taken by him or her in good faith in relying upon, any opinions or reports furnished to him or her by any actuaries, accountants, attorneys, consultants or specialists appointed or designated by the Board in connection with the administration of the Plan or the Fund (or the investment of Fund assets).

7.10 Indemnification. To the extent permitted by ERISA or other applicable law:

7.10.1 The Trustees shall not be personally answerable for any liabilities or debts of the Plan or the Trust Fund incurred by them as Trustees, but said debts and liabilities shall be paid out of the Trust Fund;

7.10.2 No Trustees shall be personally liable for any error of judgment or for any Claims (as that term is defined in paragraph 7.10.5 below) arising out of any act or omission of such Trustee or for any acts or omissions of any other Trustee, or any agent elected or appointed by or acting for the Trustees, except as provided in paragraph 7.10.5 below;

7.10.3 The Trustees shall not be personally liable for the proper application of any part of the Trust Fund or for any other liabilities arising in connection with the administration of the Plan or the Trust Fund, except as provided in paragraph 7.10.5 below;

7.10.4 The Trustees may from time to time consult with legal counsel and shall, to the extent permitted by ERISA or other applicable law, be fully protected in acting upon the advice of said counsel with respect to legal questions affecting the Plan or the Trust Fund; and

7.10.5 To the extent not covered by insurance, the Trustees are authorized, in their sole and absolute discretion, to use Trust Fund assets in order to protect, indemnify and hold harmless the Board, each individual Trustee, each Committee member, the Fund Manager, and all other employees and agents of the Fund (and their respective spouses, estates, heirs and assigns), from and against any and all liabilities, damages, taxes, judgments, debts, assessments, penalties, losses, expenses, costs and claims, including, without limitation, reasonable attorneys' fees and court costs; actuarial and related consulting costs; accounting and auditing costs; investment management, trustee and custodian costs; insurance premiums and related costs; and other professional fees (hereinafter collectively referred to as "Claims") incurred by any such person(s) as a result of any act, omission or conduct committed by said person(s) in connection with the performance of his or her powers, duties, responsibilities or obligations under the Fund, the Plan, the Trust, this

Agreement, ERISA, the Code or other applicable laws, except with respect to Claims brought against such person by the Funds (or by the Board of Trustees on behalf of the Funds) for breach of fiduciary duty under ERISA and Claims arising from such person's own bad faith, fraud and/or willful misconduct; provided, however, that: (i) such person has first exhausted efforts to obtain reimbursement of such Claims from any available insurance coverage and assigned to the Fund the right to seek reimbursement from the insurance carrier of any expenses or liabilities incurred; and (ii) to the extent any such person is adjudged liable for any such Claims pursuant to a final, nonappealable order of a court of competent jurisdiction for a fiduciary breach under ERISA, bad faith, fraud and/or willful misconduct, such person shall promptly reimburse the Fund for all such liabilities, including the Claims and the cost of the legal fees advanced by the Fund in defense of such Claims, plus appropriate interest, to be determined by the Trustees in their sole and absolute discretion (other than a Trustee adjudged liable for such Claims).

- 7.11 Bonding. Any person required to be bonded under the provisions of ERISA, including without limitation the Trustees, the Fund Manager, Investment Managers, Custodians (and any employees, agents or other representatives of the Trust handling monies, Securities and negotiable paper on behalf of the Trust or otherwise entrusted with any portion of the Trust Fund), shall be bonded under a fidelity bond issued by an insurance carrier in the amount required by Section 412 of ERISA. The Board shall, in its sole and absolute discretion, have the authority to require the bonding of any other employee of the Trust and to require bonds above the minimum amount. The cost of premiums for such bonds shall be paid out of the Trust Fund.
- 7.12 Fiduciary Insurance. The Board may purchase with Fund assets and maintain a policy or policies of fiduciary liability (or errors or omissions) insurance covering the Trust Fund, the Trustees, the Fund Manager and, if the Board so determines, any other person to whom a fiduciary responsibility with respect to the Plan or Fund has been allocated or delegated, to protect such persons against any and all Claims (as that term is defined in Section 7.10.5 of this Agreement) arising out of such fiduciary's breach of his or her fiduciary responsibility to the Plan or the Trust Fund (the proceeds of which may be used to satisfy the obligations of the Trust Fund set forth in Section 7.10 of this Article VII). The insurance contemplated herein shall permit recourse by the insurer against the fiduciary in case of a breach of his or her fiduciary obligations or responsibilities to the Trust Fund (although the fiduciary shall have the right to eliminate such recourse by the payment of an additional premium by such fiduciary or by the organization that appointed such fiduciary to the Board).
- 7.13 Deposit and Withdrawal of Funds.

- 7.13.1 All monies received by the Board hereunder shall be deposited with the Custodian, or such other banks or trust companies (insured by the Federal Deposit Insurance Corporation) or other broker-dealers or similar financial institutions (insured by the Securities Investor Protection Corporation) as the Board may designate as Custodians or other trustees of all or a portion of the assets of the Trust.
- 7.13.2 The requisite signature authority required for all checks, drafts, vouchers or other withdrawals of monies from such account or accounts shall be in accordance with policies or resolutions from time to time adopted by the Board, in which the Board may delegate such authority to: (i) any two Trustees (one of whom must be an Employer Trustee and the other a Union Trustee); (ii) any one Trustee along with either the Fund Manager or another employee of the Fund; or (iii) the Fund Manager along with another employee of the Fund.
- 7.14 Delegation of Power. Except as otherwise provided by ERISA, the Board may delegate any of its ministerial powers or duties hereunder to a Committee, to the Fund manager or to any one or more of its or their agents or employees.
- 7.15 Discretionary Authority.
- 7.15.1 The Board (or, where applicable, the Fund Manager, any Committee, or any other person duly authorized by the Board) shall have the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply and interpret this Agreement, the Plan and any other Plan or Trust documents and to decide all factual and legal matters arising in connection with the operation or administration of the Plan or the Trust and the investment of Plan assets.
- 7.15.2 Without limiting the generality of the foregoing paragraph, the Board (or, where applicable, the Fund Manager, any Committee, or any other person duly authorized by the Board) shall have the sole and absolute discretionary authority to:
- 7.15.2.1 take all actions and make all decisions (including factual decisions) with respect to the eligibility for, and the amount of, benefits payable under the Plan to Covered Employees or their Beneficiaries;
- 7.15.2.2 formulate, interpret and apply rules, regulations and policies necessary to administer this Agreement, the Plan or other Plan documents in accordance with their terms;
- 7.15.2.3 decide questions, including legal or factual questions, relating to the calculation and payment of benefits, and all other determinations made, under the Plan or other Plan documents;

- 7.15.2.4 resolve and/or clarify any factual or other ambiguities, inconsistencies and omissions arising under this Agreement, the Plan or other Plan documents; and
- 7.15.2.5 process, and approve or deny, benefit claims and rule on any benefit exclusions.

All determinations made by the Board (or, where applicable, the Fund Manager, any Committee, or any other person duly authorized by the Board) with respect to any matter arising under the Plan, Trust Agreement and any other Plan documents shall be final and binding on the affected Employer, Union, Employee, Beneficiary, and all parties affected thereby.

7.16 Execution of Documents.

- 7.16.1 The Board may authorize by resolution any Union Trustee and any Employer Trustee (or any group composed equally of Union and Employer Trustees), or the Fund Manager, to execute any Instructions, notices or other instruments in writing; and any such Instruction, notice or instrument so signed shall have the same force and effect as though signed by the Board; provided, however, that no individual or joint action of any Trustee or Trustees in excess of the authority granted by this Agreement or the Trustees shall be binding on the Fund or the Trustees or any Trustee.
- 7.16.2 All persons, corporations, partnerships, groups or associations may accept any notice or instrument signed in accordance with this Section 7.16 as duly authorized and binding on the Board.

7.17 Educational Conferences.

- 7.17.1 The Trustees are hereby empowered to obtain membership, in the name of the Fund, in a recognized organization established for the education and training of Trustees and Fund personnel, may authorize one or more of the Trustees, the Fund Manager, or other Fund personnel to attend such organization's educational conferences, and may authorize the payment by the Fund of the reasonable expenses actually incurred by said Trustees, the Fund Manager, or other Fund personnel in attending said educational conferences.
- 7.17.2 The Trustees may also authorize one or more of the Trustees, the Fund Manager, or other Fund personnel to attend educational conferences directed at and pertinent to the provision, management and administration of benefits and may authorize the payment by the Fund of the reasonable expenses actually incurred by said Trustees, the Fund Manager, or other Fund personnel in attending said conferences, pursuant to travel and

expense reimbursement procedures that may, from time to time, be established by the Board.

- 7.18 Recovery of Benefits. The Board (or the Fund Manager or any Committee duly authorized by the Board) shall have the exclusive right, power and authority, in its sole and absolute discretion, to recover any benefit payment made to a Covered Employee or Beneficiary by mistake of fact or law, or in reliance on any false or fraudulent statements, information or proof submitted by a Covered Employee or Beneficiary (including the withholding of a material fact) plus interest and costs (including, without limitation, by recovery through offset of future benefit payments).
- 7.19 Denial of Claims. In the event an application for benefits under the Plan shall be denied, the Trustees shall provide such claimant with adequate notice in writing, setting forth the specific reasons for such denial in a manner which can be easily understood by the claimant. Any claimant whose claim for benefits has been denied shall be afforded a reasonable opportunity to apply for a full and fair review by the Trustees. The Trustees shall have the authority to establish rules and regulations concerning the manner in which Employees and Beneficiaries may apply for an appeal of the denial of his or her claim for benefits, which shall be set forth in the Plan.
- 7.20 Return of Contributions.
- 7.20.1 Notwithstanding anything to the contrary contained in this Agreement, it shall be impossible at any time prior to the satisfaction of all liabilities with respect to the Covered Employees under the Plan (or their Beneficiaries) for any part of the Trust Fund, other than such part as is required to pay taxes, fees and expenses of the administration and operation of the Plan, to be used for or diverted to purposes other than for the exclusive benefit of Covered Employees (or their Beneficiaries); provided, however, that to the extent permitted by the Code, ERISA and other applicable law, in the event that any Employer contribution to the Trust Fund has been made by a mistake of fact or law then the Board may (but shall not be required to) in its sole and absolute discretion return such contribution (or the value thereof, if less), offset by any benefits or claims paid by the Fund based on such mistaken contribution (as well as legal fees and other expenses incurred by the Fund), to the Employer prior to the expiration of six months after a determination by the Board (or its duly authorized designee) that such contribution has been made by a mistake of fact or law.
- 7.20.2 The determination as to whether an Employer has made a contribution or other payment to the Trust Fund by a mistake of fact or law, and whether such contribution or payment should be returned to the Employer, shall be made in the sole and absolute discretion of the Board (or its duly authorized designee) in accordance with ERISA and other applicable law,

taking into account all of the evidence submitted by such Employer to demonstrate that such contribution or payment was made by mistake; provided, however, that the Employer shall have the burden of proving that such contribution or payment was made by mistake. The decision of the Board (or its duly authorized designee) as to whether such contribution or payment was made by mistake, and whether it should be returned to the Employer, shall be final and binding on the Employer and any affected Employee or Beneficiary.

- 7.21 Filing of Reports and Notices. The Trustees are authorized to file any and all reports with the U.S. Department of Labor, the Internal Revenue Service of the United States Treasury Department, the Department of Health and Human Services, and any other federal or state agency which requires reports or filings pertaining to the Plan or the Trust. In addition, the Trustees are authorized to make any applications necessary in order to receive and maintain approval from the Internal Revenue Service and the U.S. Department of Labor.
- 7.22 Trustees Acts Conclusive. No party dealing with the Trustees shall be obligated to see to the application of any monies 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 expediency of any act of the Trustees. Every instrument executed by the Trustees or at their direction shall be conclusive in favor of every person who relies on it, that
- 7.22.1 at the time of the delivery of the instrument this Agreement and Declaration of Trust was in full force and effect,
- 7.22.2 the instrument was executed in accordance with the terms and conditions of this Agreement and Declaration of Trust,
- 7.22.3 the Trustees were duly authorized to execute the instrument or direct its execution.
- 7.23 No Liability. The Trustees shall incur no liability in acting upon any papers, documents, data or information reasonably believed by them to be genuine and accurate and to have been made, executed, delivered or assembled by the proper parties. To the extent permitted by law, the Trustees shall incur no liability for any act concerning which they relied upon the advice of legal counsel. The Trustees may delegate any of their ministerial powers or duties to any of their agents or employees except as provided by ERISA and other applicable laws.
- 7.24 Liability of Trustees and the Parties. Except as provided by ERISA and other applicable laws, neither the Parties nor the Trustees shall be responsible or liable for the following:

- 7.24.1 The form, validity, sufficiency, or effect of any insurance contract or service plan policy for health and welfare benefits which may be entered into.
 - 7.24.2 The failure or omission for any reason to pay any benefits under the Program.
 - 7.24.3 Any delay occasioned by a restriction or provision of this Trust Agreement, the Program, the rules and regulations of the Trustees issued hereunder, any contract or policy procured in the course of administration of the Fund, or by any other proper procedure in such administration or any events beyond the control of the Trustees.
- 7.25 Liability of the Parties. To the fullest extent permitted by law, neither the Union(s) nor the Employer(s), including the Original Trustor-Employers, shall be liable for any acts or failures to act of the Trustees, it being the intent of this instrument that the Trustees, upon selection and subject to the terms hereof, be vested with full and complete authority over the operation and administration of the Trust Fund created hereby.
- 7.26 No Discrimination. No decision shall be made by the Trustees in the administration of the Fund or the Program which is unreasonably discriminatory under the provisions of the Code, or under any other applicable law or regulation.
- 7.27 Designation by Name. The name of the Fund may be used to designate the Trustees and all instruments may be effected by the Trustees in such name.

ARTICLE VIII

8 MEETINGS AND DECISIONS OF TRUSTEES

- 8.1 Calling of Meetings.
- 8.1.1 The Board shall endeavor to meet at least four times during each calendar year, at such locations as the Trustees shall select. Any Trustees may call a meeting of the Board of Trustees at any time, by giving at least ten (10) business days advance written notice to the other Trustees.
 - 8.1.2 Meetings of the Board may be held in person or by telephone conference call. Action by the Board of Trustees may also be taken by the Trustees in writing without a meeting; provided, however, that in such cases there shall be unanimous written concurrence signed by all of the Trustees.
- 8.2 Quorum. At all meetings of the Board, a quorum for the transaction of business shall consist of at least two (2) Union Trustees and at least two (2) Employer Trustees, and at all such meetings the Employer Trustees (collectively) and the Union Trustees (collectively) shall have one vote each.

8.3 Vote of Trustees.

8.3.1 All action by the Board shall be by concurring votes of the Employer Trustee unit and the Union Trustee unit. In the event any matter presented for decision cannot be decided because one unit of Trustees votes in favor of the decision and the other unit of Trustees votes against it (or abstains), or because the Employer Trustees or the Union Trustees or both are unable to agree as to how their vote shall be cast, or because of a lack of a quorum at two (2) duly called successive meetings of the Board, the matter shall be automatically tabled pending reference to an umpire as set forth in Section 8.5 of this Article VIII.

8.3.2 The vote of the Union Trustees unit shall be cast in accordance with the concurring vote of a majority of all the Union Trustees present and attending the meeting.

8.3.3 The vote of the Employer Trustees unit shall be cast in accordance with the concurring vote of a majority of all the Employer Trustees present and attending the meeting.

8.4 Minutes of Meetings. The Fund Manager shall maintain the original minutes of all Board and any Committee meetings, which need not be verbatim, including all documents which are referenced as exhibits in such minutes, at the Fund Office in a safe and secure location. Copies of such minutes shall be provided to all Trustees, to legal counsel for the Fund, and to such other persons as the Board may deem advisable in its sole and absolute discretion.

8.5 Impartial Umpire.

8.5.1 In the event that the Board cannot decide any matter or resolve any dispute because one unit of Trustees votes in favor of the decision and the other unit of Trustees votes against it (or abstains), or because the Employer Trustees or the Union Trustees or both are unable to agree as to how their vote shall be cast, or because of a lack of a quorum at two (2) duly called successive meetings of the Board, then and in any such events, the Board shall attempt to select an impartial umpire or arbitrator (collectively referred to hereinafter as an "impartial Umpire") to hear and determine the matter, issue or dispute.

8.5.2 If the Board cannot agree on the selection of an impartial Umpire pursuant to the voting procedures set forth in Section 8.3 of this Agreement, within ten (10) business days from the day it was attempted to effectuate selection of such impartial Umpire, an impartial Umpire shall be selected from a list of impartial Umpires to be furnished by the American Arbitration Association (the "AAA"). Any Trustees may request the AAA to furnish such list of impartial Umpires to each of the other Trustees.

- 8.5.3 If the Board is unable to agree on an impartial Umpire from the list submitted by the AAA pursuant to the voting procedures set forth in Section 8.3 of this Agreement, within ten (10) business days after receipt of such list, the AAA shall be authorized to designate an impartial Umpire in accordance with the rules and regulations of the AAA. In all instances, the AAA shall be advised of the nature of the dispute and shall be requested to furnish a list of impartial Umpires or to designate an impartial Umpire qualified and competent by training and experience to decide the particular issue or issues involved.
- 8.5.4 The hearing shall be conducted within twenty (20) business days from the date the impartial Umpire has been selected or designated, unless the Employer Trustees and Union Trustees agree to a longer period.
- 8.5.5 In the event that the AAA shall fail to designate an impartial Umpire within a reasonable time, an impartial Umpire shall be appointed by the United States District Court for the Central District of California upon the petition of either the Employer Trustees or the Union Trustees or both.
- 8.5.6 The impartial Umpire in his or her decision or award shall be bound by the provisions of this Agreement and shall not have the power or authority to add to or subtract from the Agreement or to change or modify the provisions hereof.
- 8.5.7 The failure of any Trustee to attend the arbitration hearing as scheduled and noticed by the impartial Umpire shall not delay the proceedings, and the impartial Umpire is authorized to proceed to take evidence and issue his or her decision as though such Trustee were present.
- 8.5.8 In the event that such impartial Umpire, having been duly selected, shall resign or for whatever reason shall fail or refuse to act within thirty (30) business days after his or her selection, the Board shall attempt to appoint another impartial Umpire; provided, however, that should the Board be unable to agree on another impartial Umpire within fifteen (15) business days, another impartial Umpire shall be appointed by the United States District Court for the Central District of California.
- 8.5.9 The impartial Umpire, after hearings, of which all interested parties as stated in the submission shall have due notice and opportunity to be heard, shall within forty-five (45) business days following all hearings announce his or her award in writing to all parties in interest and such award shall be final and binding on all parties concerned as though it was embodied in a resolution duly adopted by unanimous vote of the Board.
- 8.5.10 All hearings of the impartial Umpire shall take place in Los Angeles, California unless otherwise specifically mutually agreed upon.

- 8.5.11 All reasonable fees and expenses incidental to any proceeding under this Section 8.5 (including, without limitation, the fees of the impartial Umpire, the AAA, Fund legal co-counsel, and other professionals) shall be a proper charge against, and paid for from, the Trust Fund.

ARTICLE IX

9 ALLOCATION OF RESPONSIBILITIES

9.1 The Fund Manager.

- 9.1.1 Except as otherwise provided herein, the Fund Manager 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 Fund Manager, and any policies, procedures and other rules that may from time to time be established by the Board.
- 9.1.2 Such responsibilities shall include, without limitation, the following:
- 9.1.2.1 functions assigned to the Fund Manager under the terms of this Agreement, the Plan, or any written agreement between the Board and the Fund Manager;
 - 9.1.2.2 functions assigned to the Fund Manager by the Board;
 - 9.1.2.3 initial determinations as to the eligibility for, and the amount of, benefits for Covered Employees (and their Beneficiaries), and the certification thereof to the Board;
 - 9.1.2.4 payment of all professional and other fees, taxes, expenses, charges or other costs incidental to the operation and management of the Trust Fund and the Plan (subject to Board approval);
 - 9.1.2.5 supervision of the preparation and filing of all government and other reports required to be filed by the Plan and the Trust under ERISA or the Code (including, without limitation, the Plan's annual Forms 990 and 5500 and Summary Annual Reports, Summary Plan Descriptions, and Summaries of Material Modifications); and
 - 9.1.2.6 maintenance of all records of the Trust Fund and the Plan (other than those required to be maintained by Investment Managers, Custodians and other persons duly designated by the Board), and the provision of regular reports to the Board (or its Committees) concerning the operation of the Trust Fund or the Plan.

9.2 The Board.

9.2.1 The Board shall have the authority and responsibility for the overall design and operation of the Plan and Trust Fund, and the investment of the assets attributable thereto (except to the extent that such responsibility has been delegated by the Board to an Investment Manager).

9.2.2 Such responsibilities shall include, without limitation, the following:

9.2.2.1 design of the Trust, including the right to amend, modify or terminate this Agreement at any time;

9.2.2.2 design of the Plan, including the right to amend, modify or terminate such Plan (in whole or in part) at any time;

9.2.2.3 maintenance of the tax-exempt status of the Plan and Trust under the Code and compliance of the Plan and Trust with ERISA;

9.2.2.4 designation of fiduciaries of the Trust Fund and Plan (including, without limitation, the Fund Manager, Investment Managers, Custodians, and members of Committees);

9.2.2.5 exercise of those fiduciary functions provided for in the Plan, or this Agreement, or those necessary for the prudent operation or administration of the Plan (except such functions as are delegated to a Committee, the Fund Manager, an Investment Manager or Custodian, or to other fiduciaries of the Trust or the Plan);

9.2.2.6 hiring of administrative, clerical, legal, actuarial, accounting, and other professional persons to provide necessary services to the Trust Fund and the Plan, as well as the establishment of their salaries and fees (as appropriate); and

9.2.2.7 generally, exercise of those functions and responsibilities which the Board deems necessary and appropriate for the prudent operation and administration of the Plan or Trust, and the protection of Trust assets.

9.2.3 The Board may delegate to any Committee the authority to act on behalf of the Board or the Fund Manager to the extent, and within the time limitations set forth, in any said resolution. If said resolution delegates the right to take discretionary action to a Committee, then the action taken by such Committee pursuant to said resolution shall constitute conclusive evidence of the proper exercise of the discretion granted to such Committee.

ARTICLE X

10 INVESTMENT MANAGERS AND CONSULTANTS

10.1 Appointment of Investment Managers and Consultants.

10.1.1 In its sole and absolute discretion, the Board may, from time to time, by notice to the Custodian, appoint one or more Investment Managers to manage and invest (including the power to acquire and dispose of) all or a portion of the assets of the Trust Fund.

10.1.2 In the event that more than one Investment Manager is appointed, the Board shall separately segregate, or request the Custodian or sub-custodian to segregate, each portion of the assets constituting the account to be managed by each respective Investment Manager into a separate Investment Manager Account.

10.1.3 The Board may also supervise and direct the investment of any portion of the Trust Fund that is not subject to the management and control of an Investment Manager by exercising any of the powers set forth in Section 7.5 of Article VII of this Agreement with respect to the Securities or Real Property of the Trust Fund so invested.

10.1.4 The Board shall also have sole and absolute discretion and authority to appoint one or more investment consulting firms (an "Investment Consultant") to monitor, or assist the Board in monitoring, the investments of the Fund and any or all Fund Investment Managers and Custodians.

10.2 Authorization.

10.2.1 Any appointment of an Investment Manager or Investment Consultant shall be authorized by the Board, and shall become effective as of the date specified by the Board. The Investment Manager or Investment Consultant shall also identify to the Board the person or persons authorized to give Instructions or directions to the Board on behalf of the Investment Manager or Investment Consultant.

10.2.2 The Investment Manager shall have full discretion and authority, to the extent required, permitted or not prohibited by ERISA and other applicable law, to invest and reinvest the portion of Trust Fund assets allocated to it by the Board, without further notice, consent or approval of any party, except as may be expressly provided to the contrary in this Agreement or any agreement between the Board and the Investment Manager, and subject to any directions or guidelines as may be delivered from time to time to the Investment Manager by the Board (pursuant to Section 10.8 of this Article X).

- 10.2.3 The duties and responsibilities of each Investment Manager and any Investment Consultant shall be set forth in a written agreement to be entered into and executed on behalf of the Board and by such Investment Manager and or Investment Consultant. Each Investment Manager and any Investment Consultant so employed shall be compensated in such manner as shall be mutually agreed upon in such agreement.
- 10.2.4 The Board shall meet, from time to time, with any Investment Manager and Investment Consultant appointed hereby for the purpose of reviewing the activities of the Investment Manager, monitoring the Investment Manager's investment performance, including the voting of any proxies that the Investment Manager has been delegated the right to vote (pursuant to Section 10.9 of this Article X), and determining if the Investment Manager has complied with any Investment Guidelines that may have been promulgated by the Board or an Investment Committee (pursuant to Section 10.8 of this Article X).
- 10.3 Acknowledgments. The Board shall require any Investment Manager to furnish it with a certificate acknowledging that it:
- 10.3.1 is a fiduciary (within the meaning of Section 3(21) of ERISA) with respect to its Investment Manager Account; and
- 10.3.2 complies with the requirements of an investment manager (as set forth in Section 3(38) of ERISA).
- 10.4 Direction by Investment Manager. Each Investment Manager shall have the exclusive authority to manage, acquire and dispose of any Securities, Real Property or other property held in its Investment Manager Account and, subject to its written agreement with the Board and any Investment Guidelines, may exercise with respect to such Securities or other property all of the powers set forth in Section 7.5 of Article VII, except subsections 7.5.10 through 7.5.23 (unless the Board has explicitly consented in writing to the Investment Manager exercising the powers set forth in such subsections).
- 10.5 Review by Board. Notwithstanding anything to the contrary contained in this Agreement, neither the Board nor the Fund Manager shall be responsible or liable for any acts or omissions of any Investment Manager or be under any obligation to invest or otherwise manage any assets contained in an Investment Manager Account, except those assets over which it has specifically assumed investment management duties.
- 10.6 Issuance of Orders. Subject to the terms of the investment management agreement between the Board and each Investment Manager:
- 10.6.1 Each Investment Manager shall have the power and authority, to be exercised in its sole discretion at any time and from time to time, to issue

orders and Instructions for the purchase or sale of Securities held in its Investment Manager Account directly to a broker-dealer (consistent with the provisions of ERISA and the Investment Manager's agreement with the Board); and

10.6.2 All transactions by an Investment Manager shall be made upon such terms and conditions, and from or through such principals and agents, as the Investment Manager shall direct (consistent with the provisions of ERISA and the Investment Manager's agreement with the Board).

10.7 Authority of Investment Manager. The authority of any Investment Manager, and the terms and conditions of its appointment and retention, shall be the sole responsibility of the Board and shall be set forth in the Investment Manager's written agreement with the Board.

10.8 Investment Guidelines. The investment powers of any Investment Manager may be subject to any general or specific investment directions or guidelines that from time to time may be delivered to it by the Board (in its sole discretion), expressing the investment objectives, restrictions, limitations and policies of the Board with respect to the Investment Manager Account. Notwithstanding the preceding sentence, the issuance of any specific investment directions or guidelines by the Board shall not in any manner be construed as an acceptance by the Board of any investment management or supervisory powers in connection with Trust Fund assets managed by an Investment Manager (and neither the Board nor the Fund Manager shall, as a result of issuing such directions or guidelines, be liable for any acts or omissions of an Investment Manager with respect to such assets, or be under any obligation to invest or otherwise manage such assets). In promulgating investment directions or guidelines, the Board may, from time to time, consult with (and rely upon the advice of) an Investment Consultant.

10.9 Proxies.

10.9.1 The Board may delegate to an Investment Manager the sole right to exercise (as it deems prudent and solely in the interest of Covered Employees and Beneficiaries), any proxies, conversion privileges or subscription rights, and any other right to make an investment decision with respect to the Investment Manager Account (including, without limitation, the voting of proxies and exercise of all other rights of shareholders appurtenant to the Securities as from time to time the Investment Manager in its discretion deems prudent).

10.9.2 Each Investment Manager to whom such right has been delegated shall issue to the Board and any Investment Consultant a set of policy guidelines explaining the Investment Manager's positions and likely voting pattern pertaining to proxies.

10.9.3 The Investment Manager shall also issue a report to the Board and any Investment Consultant, at least annually, indicating the proxies that were voted on the Trust Fund's behalf and an explanation as to why they were voted in such manner.

10.9.4 The Investment Manager shall also give the Custodian such instructions or directions as may be necessary, and thereupon execute and complete all such certificates, proxies, consents and other documents necessary or appropriate to effectuate any proxy voting powers delegated to it under this Agreement.

ARTICLE XI

11 PARTICIPATION IN THE PLAN

11.1 Participation Upon Receipt of Contributions. Any Employee shall automatically participate under the Plan as soon as he or she becomes a Covered Employee and Employer Contributions are paid to the Plan on the Employee's behalf.

11.2 Employee Assents to Plan Provisions. Each Covered Employee shall be deemed to have assented to the terms of the Plan and shall thereby be bound as though each Covered Employee executed this instrument as a party thereto.

11.3 Employee. As provided in Article I, Section 17 hereof and subject to any limitation imposed by any federal or state agency necessary to maintain the tax-exempt status of this Trust for federal or state income tax purposes, and upon application to the Trustees, the term "Employee" may be used to designate

11.3.1 persons employed by a Union and

11.3.2 officers, partners and sole proprietors of an Employer for purposes of participation in this Trust, and

11.3.3 persons employed by the Fund Manager.

ARTICLE XII

12 ACCOUNTING FOR BENEFIT CREDITS

12.1 Benefit Account. As benefits are paid or administrative charges are made, the account balance of each Covered Employee for whom such is made will be reduced by such amount paid or administrative charges and fees made. The value remaining is the value of that covered Employee's Benefit Account.

12.2 Earnings and Losses to Employees' Benefit Accounts. The earnings or losses on the investment of the Fund shall be credited or debited as applicable to the Benefit Accounts of Covered Employees covered by the Plan as determined by the Trustees in their sole discretion.

ARTICLE XIII

13 ELIGIBILITY FOR BENEFITS

- 13.1 Initial Eligibility. Employees first entering the Program will be entitled to benefits after the receipt of Employer Contributions on their behalf in an amount sufficient under the terms of the Plan to provide for such benefits, after the deduction of administrative charges.
- 13.2 Continuing Eligibility. Covered Employees will continue to remain eligible for benefits as long as sufficient funds remain in their Benefit Account after deducting administrative charges, to provide for such benefits. Benefits may not be paid by the Fund for an amount in excess of the current balance in an Employee's Benefit Account after first deducting all administrative charges relating to the benefits to be paid.
- 13.3 Self-Payment (COBRA) Provisions. Employees who have elected coverage from an Insurer or Health Services Provider may self-pay the applicable premiums for an additional eighteen (18) months (or for such other period as required by COBRA regulations) of coverage plus any administrative charges should the Employee's Benefit Account not be sufficient to pay the premium when due.
- 13.4 Survivors Benefit. The designated beneficiary of a deceased Covered Employee shall be entitled to exhaust the Covered Employee's Benefit Account for the reimbursement of allowable expenses described herein. If the designated beneficiary is someone other than the Covered Employee's spouse, the spouse shall consent to such a designation.
- 13.5 Failure to Designate Beneficiary. If there is no designated beneficiary of a deceased Employee, then any balance remaining in the deceased Employee's Benefit Account shall be forfeited as specified in Article XVI hereof.

ARTICLE XIV

14 BENEFIT ACCOUNTS

- 14.1 Composition of Benefit Account. Each Employee's Benefit Account shall consist of the balances, if any, maintained in the various accounts described in this Article.
- 14.2 Alternate Benefit (AB) Account. Upon receipt, all Employer Contributions made on behalf of an Employee shall be placed into an Alternate Benefit (AB) Account maintained for each Employee. Employer Contributions made pursuant to optional salary reductions shall be identified separately. Non-elective Employer Contributions shall remain in the AB and accumulate, less any administrative charges, until the Employee make elections for their use (as provided herein) or is enrolled in certain insurance programs which may be required by the Trustees.

Benefits are first paid from Employee Contributions and then by Employer Contributions. Employee Contributions made pursuant to optional salary reductions shall be subject to forfeiture, pursuant to Article XVI hereof, unless they are used as permitted by this Article during the applicable Plan Year.

- 14.3 Premium Accounts. An Employee electing Premium Accounts may, at the Trustees' option,
 - 14.3.1 select from among the plans provided by Insurers or Health Service Providers having a contract with the Trustees, in which event the Plan will make premium payments monthly from the Employee's account(s), or
 - 14.3.2 direct the Plan to make monthly premium payments pursuant to an individual policy held by the Employee with an Insurer or Health Service Provider.
- 14.4 Reimbursement Accounts. An Employee may submit a claim against any of the Reimbursement Accounts at the Trustees's option, following the end of a Plan Year, subject to reimbursement guidelines as defined by the Trustees.
 - 14.4.1 An employee may not use elective contributions for payment of claims for Medical Expenses (MR). Only non-elective Employer Contributions may be used for the reimbursement of Medical Expenses.
- 14.5 Optional Benefit Accounts. As may be permissible under the Code, an Employee may elect to transfer to an Optional Benefit Account a specified amount from the sub-account of the AB containing elective and non-elective Employer Contributions to provide for the reimbursement Expenses incurred by the Employee or the Employee's Dependents. The maximum amount transferred to an Optional Benefit Account for a Plan Year may not exceed the amount specified by the Trustees. The Trustees shall reimburse the Employee out of the Optional Benefit Account at such times as the Trustees may establish.
 - 14.5.1 Dependent Care Assistance (DC). In the event that Dependent Care Assistance (DC) has been established as a benefit, an Employee may elect to transfer to DC a specified amount from either or both sub-accounts of the AB to provide for dependent care expense reimbursement.
 - 14.5.1.1 The amount transferred to the DC Account in a Plan Year may not exceed \$5,000, unless the Employee is married and filing a separate income tax return for the Plan Year, in which event the amount transferred is limited to \$2,500.
 - 14.5.1.2 The Trustees shall reimburse the Employee out of the DC Account, at such times as the Trustees may establish, amounts paid or incurred by the Employee for household services or for the care of a Dependent, either inside or outside of the

Employee's home, in order to enable the Employee to be gainfully employed for any period for which the Employee has a Dependent. However, the Trustees shall not reimburse an Employee for dependent care in an amount which exceeds,

- 14.5.1.3 the earned income (as defined in Section 32(c)(2) of the Code) in a Plan Year of an Employee who is unmarried at the end of a Plan Year or
- 14.5.1.4 the lesser of the earned income in a Plan Year of an Employee who is married at the end of a Plan Year, or the earned income in such Plan Year of the Employee's spouse. If the spouse is a full-time student at an educational institution, or is physically or mentally incapable of caring for himself or herself, the spouse shall be deemed to have earned income of \$200 per month where the Employee has only one Dependent, and \$400 per month where the Employee has two or more Dependents.
- 14.5.1.5 In addition, the Trustees shall not reimburse an Employee for dependent care expenses paid to an individual with respect to whom the Employee or Employee's spouse is entitled to a deduction for the Plan Year in which the expenses were incurred under Section 151(c) of the Code (relating to personal exemptions for dependents) or who is a child (within the meaning of Section 151(c)(3) of the Code) of the Employee and under the age of 19 at the end of the Plan Year in which the expenses were incurred. If dependent care is provided outside of the Employee's household, the following rules apply:
 - 14.5.1.5.1 Reimbursements shall not be paid for services provided outside an Employee's household by a facility,
 - 14.5.1.5.2 that provides care for more than six (6) individuals (other than individuals who reside at the facility), or
 - 14.5.1.5.3 receives a fee, payment, or grant for providing services for any of the individuals, unless the facility complies with all applicable laws and regulations.
- 14.5.1.6 Reimbursements shall not be paid for services outside an Employee's household unless the services are provided for the care of;
 - 14.5.1.6.1 a Dependent who is under the age of thirteen (13) and with respect to whom the Employee is entitled to a deduction under Section 151(c) of the Code, or

- 14.5.1.6.2 any other Dependent who regularly spends at least eight (8) hours each day in the Employee's household.
- 14.6 Reimbursement of Eligible Expenses. The expense must be incurred during the Plan Year for which the Employee is requesting reimbursement. The Employee must submit a written statement from the independent third party indicating the expense has been incurred and any other information the Trustees deem necessary. The Employee must submit proof of payment for items claimed in the form defined by the Trustees.
- 14.7 Elections. Any election described herein must be made in the form prescribed by the Trustees and within 60 days of an Employee's entry into the Plan; thereafter, any election must be made during the thirty (30) day period prior to the commencement of each Plan Year. The election made upon entry into the Plan shall be effective commencing with the next payroll period and shall last for the duration of that Plan Year. The election made during the thirty (30) day period prior to the commencement of each Plan Year shall be effective for the immediately succeeding Plan Year. An election shall not be revocable during a Plan Year unless the Trustees permit a revocation under one or more of the following circumstances: (1) a change in family status, such as divorce, marriage, birth or adoption of a child, death of a spouse or child, termination or commencement of employment of an Employee's spouse, the taking of an unpaid leave of absence, and a change in employment status with respect to whether it is full- or part-time; and (2) a significant curtailment or cessation of coverage by an Insurer or Health Services Provider. The change to the benefit elections must be consistent with the change in family status.
- 14.8 Required Coverage. In the event that certain insurance carriers should require that all Covered Employees be insured under one or more of the Premium Accounts, the Trustees will set forth the rules and regulations applicable thereto in accordance with the procedures set forth in Article 8.3.

ARTICLE XV

15 CLAIMS PROCESSING

- 15.1 Submission of Insurance Claims. All claims for insurance benefits available through the Fund must be submitted by Covered Employees within one (1) year of the occurrence of such claim or claims on forms provided by the Fund or Insurer. All claims not received by the Fund or Insurer within this period of time will be considered to have lapsed and any benefit that might have been payable on such claim or claims will no longer be covered unless the Insurer agrees to accept liability for the claim or claims.
- 15.2 Submission of Benefit Claims for Reimbursement. Each claim for benefits shall be properly submitted on forms provided by the Fund. Claims submitted will be

reviewed by the Fund Office. The Trustees has full and complete discretion to determine whether any such claim is payable under the Plan.

- 15.3 Reimbursement of Expenses. Each reimbursement claim period is for the twelve (12) month period, January 1 of each year ending December 31. The payment for that claim will be paid at such times as the Trustees may establish.

ARTICLE XVI

16 FORFEITURE OF BENEFIT ACCOUNTS

- 16.1 Forfeitures Due To Five Years' Inactivity. Any Employee for whom Employer contributions have not been received for five (5) full consecutive calendar years shall forfeit the total value of his or her Benefit Account(s) unless the Employee left the entertainment industry because of death, disability or retirement.
- 16.2 Use It or Lose It Forfeitures. Contributions made to the AB sub-account which are not used during a Plan Year, shall be forfeited to the extent required under the Code. Contributions made to the AB sub-account maintained to receive non-elective Employer Contributions, as well as monies transferred from that sub-account to any of the Optional Benefit Accounts, shall accumulate in such account until used for the purposes therein described.
- 16.3 Use of Forfeitures. The Trustees may use the forfeitures for payment of any Trust administration expenses, allocation to Covered Employees' Benefit Accounts or any other lawful purpose.
- 16.4 Allocation of Forfeitures. Any forfeiture allocated to Covered Employees' Benefit Accounts shall be made after the first day of the Plan Year following the Plan Year during which the forfeiture occurred.

ARTICLE XVII

17 GENERAL PROVISIONS

- 17.1 Governed by Agreement and Declaration of Trust. The rights and duties of all Parties, including Employer, Union, the Covered Employees and other Beneficiaries under the Program, and the Trustees shall be governed by the provisions of this Agreement and Declaration of Trust, the Program, and any insurance policies or contract procured or executed pursuant to this Agreement and Declaration of Trust and except as provided by ERISA and other applicable laws.
- 17.2 Limitation of Employee Claims – Insured Benefits and Contract for Health Services. Covered Employees or other Beneficiaries covered under a program provided by this Trust shall have only that right or claim to insured benefits under the Program specified in the policy or policies, or contract for health services or

contract, or other means, procured or entered into pursuant to this Agreement. Any dispute as to eligibility, type, amount or duration of benefits shall be resolved by the appropriate Insurer or Health Services Provider under and pursuant to the policy or contract, and the Employee or other beneficiary shall have no right or claim with respect thereto against the Parties, the Fund or the Trustees except as provided by ERISA and other applicable laws.

- 17.3 Limitation of Covered Employee Claims – Other Benefits. All benefits provided by this Trust other than those benefits provided by an Insurer or a Health Services Provider shall be limited to the Funds contributed by the Employer to the Trustees on behalf of the eligible Employee and shall be subject to such other limitations as are described herein. Any dispute as to eligibility, or the amount or duration of benefits to which an Employee shall be entitled shall be resolved by the Trustees in their discretion and neither the Covered Employee nor any other Beneficiary shall have a right or claim with respect thereto against the Parties, the Fund or the Trustees except as provided by ERISA and other applicable laws.
- 17.4 Notice. Any notice required to be given under the terms of this Agreement 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 or her last known address as shown on the records of the Fund, or if sent by wire to such person, at his or her last known address.
- 17.5 Choice of Law. All questions pertaining to this Trust Agreement, the Fund or the Program and their validity, administration and construction, shall be determined in accordance with federal laws or the laws of the State of California if federal law is not applicable.
- 17.6 Severability. If any provision of this instrument, the Program, any rules and regulations made pursuant hereto, or any step in the administration of the Fund or the Program is held to be illegal or invalid for an reason, such illegality or invalidity shall not affect the remaining portions of the Trust agreement and the Program or rules and regulations, unless such illegality or invalidity prevents accomplishment of the objectives and purposes of the Agreement and Declaration of Trust and the Program. In the event of such holding, this instrument, the Program or the rules and regulations, as the case may require, shall be modified to remedy such defect.
- 17.7 Confidential Nature of Records. Except to the extent necessary for the proper administration of the Fund or the Program, all books, records, papers, reports, documents, or other information obtained with respect to the Fund or the Program, shall be confidential and shall not be made public or used for any other purposes. Nothing in this section shall prohibit the preparation of statistical data and summary reports with respect to the operations of the Fund and the Program, if authorized by the Trustees.

- 17.8 Employer Not Liable to Other Employers. No Employer shall be liable to make Contributions to the Fund or be under any other liability to the Fund except to the extent that he may be an Employer required to make Contributions to the Fund with respect to his own operations and his own Employees, and in no event shall he be liable or responsible for any portion of the Contributions due from any other Employer with respect to the operations or Employees of such other Employer.

ARTICLE XVIII

18 EMPLOYER PARTICIPATION AND WITHDRAWALS

- 18.1 Obligations of Contributing Employers. By executing or complying with the terms of a Collective Bargaining Agreement, each Employer shall be deemed (without any further action) to have, inter alia:
- 18.1.1 Reviewed, understood, adopted and agreed to all provisions of this Agreement and the Plan (and any amendments to such Agreement or Plan), which documents specifically shall be deemed to have been incorporated by reference into such Collective Bargaining Agreement;
 - 18.1.2 Authorized the Employer Trustees to act as its agent and execute this Agreement and the Plan on its behalf;
 - 18.1.3 Agreed to comply with and be bound unconditionally to said Plan and Trust, any amendments thereto, as well as all of the decisions of the Board; and
 - 18.1.4 Agreed to pay the costs of the Plan by means of periodic contributions to the Fund on behalf of its Covered Employees as set forth in a Collective Bargaining Agreement, as well as any additional payments to the Fund required pursuant to the terms of this Agreement, the Plan or a Collective Bargaining Agreement.
- 18.2 Termination of Participation. Upon the termination of the Employer's Collective Bargaining Agreement or the termination of Contributions to the Fund, Employees of such Employer shall cease to have any rights whatsoever in the Trust Fund or any insurance coverage provided thereunder except as may be otherwise provided in the group or individual insurance policy or other form of coverage which insured or covered such persons or to the extent of any remaining benefit credits in the Benefit Account of such persons subject to the terms hereof and any rules and regulations of the Program.
- 18.3 Withdrawal of Units of Employees. In the event that a unit of Employees withdraws from this Trust Fund, whether on a single or multi-employer basis, all monies held in this Trust Fund attributable to such Employees shall remain in this Trust Fund to be used for the purposes provided herein to the extent set forth in

Section 2 above, and no such monies shall be transferable to or claimable by any successor employee benefit plan.

ARTICLE XIX

19 AMENDMENT AND TERMINATION

- 19.1 Amendment by Mutual Agreement. The provisions of this Agreement and Declaration of Trust may be amended or modified at any time, by a vote of the Board (in the manner prescribed in Section 8.3 of Article VIII. No amendment shall be made which would jeopardize the tax-qualified status of this Trust Fund or which is contrary to the uses and purposes of this Trust Fund.
- 19.2 Duration of Trust. In no event shall the Trust established by this Agreement continue for a longer period than is permitted by law.
- 19.3 Termination. This Agreement and Declaration of Trust may be terminated at any time by an instrument in writing executed by a majority of the Original-Trustor Employers and Local 800.
- 19.4 Disposition of Funds Upon Termination. Upon the termination of the Trust herein provided, any and all monies remaining in the Fund after payment of all administrative fees and charges will be used for the continuance of one or more benefits of the type provided by the Program, for the benefit of the Employees then covered by the Program, until such monies in the Employee's Benefit Account have been exhausted. In no event shall any funds of this Trust be used for any purpose other than as provided for in this Agreement and Declaration of Trust, nor returned to the Employer or Employee.

Executed by the Original Trustor-Employers and the Union through their duly authorized representatives.

**FOR THE ORIGINAL TRUSTOR
EMPLOYERS AND AS EMPLOYER
TRUSTEES:**

**FOR LOCAL 800
AND AS UNION TRUSTEE:**

NBC Universal (f/k/a National Broadcasting Company, Inc.)

Local 800, I.A.T.S.E., Art Directors Guild and Scenic, Title and Graphic Artists (f/k/a Local 816, International Alliance of Theatrical Stage Employees and Motion Picture Machine Operators of United States and Canada, AFL-CIO)

By: 

By: _____
Missy Humphrey, Union Trustee

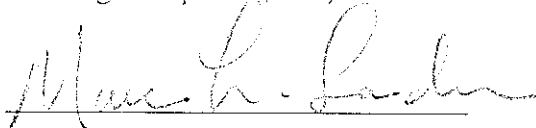
CBS Broadcasting Inc. (f/k/a CBS Inc.)

AS UNION TRUSTEE:

By: _____

By: _____
Peter Holmes, Union Trustee

ABC, Inc. (f/k/a American Broadcasting Company, a Division of American Broadcasting Companies, Inc.)

By: 

Executed by the Original Trustor-Employers and the Union through their duly authorized representatives.

**FOR THE ORIGINAL TRUSTOR
EMPLOYERS AND AS EMPLOYER
TRUSTEES:**

NBC Universal (f/k/a National Broadcasting Company, Inc.)

By: _____

CBS Broadcasting Inc. (f/k/a CBS Inc.)

By: David M. Piel

ABC, Inc. (f/k/a American Broadcasting Company, a Division of American Broadcasting Companies, Inc.)

By: _____

**FOR LOCAL 800
AND AS UNION TRUSTEE:**

Local 800, I.A.T.S.E., Art Directors Guild and Scenic, Title and Graphic Artists (f/k/a Local 816, International Alliance of Theatrical Stage Employees and Motion Picture Machine Operators of United States and Canada, AFL-CIO)

By: _____
Missy Humphrey, Union Trustee

AS UNION TRUSTEE:

By: _____
Peter Holmes, Union Trustee

Executed by the Original Trustor-Employers and the Union through their duly authorized representatives.

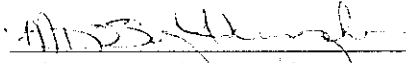
**FOR THE ORIGINAL TRUSTOR
EMPLOYERS AND AS EMPLOYER
TRUSTEES:**

**FOR LOCAL 800
AND AS UNION TRUSTEE:**

NBC Universal (f/k/a National Broadcasting Company, Inc.)

Local 800, I.A.T.S.E., Art Directors Guild and Scenic, Title and Graphic Artists (f/k/a Local 816, International Alliance of Theatrical Stage Employees and Motion Picture Machine Operators of United States and Canada, AFL-CIO)

By: _____

By: 
Missy Humphrey, Union Trustee

CBS Broadcasting Inc. (f/k/a CBS Inc.)

AS UNION TRUSTEE:

By: _____

By: _____
Peter Holmes, Union Trustee

ABC, Inc. (f/k/a American Broadcasting Company, a Division of American Broadcasting Companies, Inc.)

By: _____

Executed by the Original Trustor-Employers and the Union through their duly authorized representatives.

**FOR THE ORIGINAL TRUSTOR
EMPLOYERS AND AS EMPLOYER
TRUSTEES:**

**FOR LOCAL 800
AND AS UNION TRUSTEE:**

NBC Universal (f/k/a National Broadcasting Company, Inc.)

Local 800, I.A.T.S.E., Art Directors Guild and Scenic, Title and Graphic Artists (f/k/a Local 816, International Alliance of Theatrical Stage Employees and Motion Picture Machine Operators of United States and Canada, AFL-CIO)

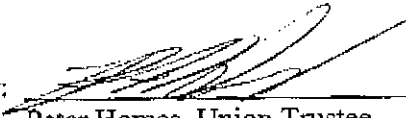
By: _____

By: _____
Missy Humphrey, Union Trustee

CBS Broadcasting Inc. (f/k/a CBS Inc.)

AS UNION TRUSTEE:

By: _____

By: 
Peter Homes, Union Trustee

ABC, Inc. (f/k/a American Broadcasting Company, a Division of American Broadcasting Companies, Inc.)

By: _____

**AMENDMENT #1
TO THE SECOND RESTATEMENT OF AMENDED AGREEMENT AND
DECLARATION OF TRUST
ENTERTAINMENT INDUSTRY FLEX PLAN
(the "Flex Plan")**

This is an amendment to the Second Restatement of Amended Flex Plan. That document contains language on forfeitures of Employer Contributions, which forfeitures were eliminated effective May 1, 2000. Accordingly, this Flex Plan amendment is for the purpose of conforming the recently amended Flex Plan language with the now long-standing rules of the Flex Plan. The Flex Plan is hereby amended effective as if originally included in that Second Restatement of Amended Flex Plan as follows:

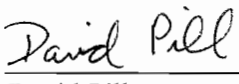
1. Section 1.22 is deleted and the following inserted in its place.

"1.22 Forfeiture. 'Forfeiture' means the portion or all of a Benefit Account balance of an Employee that is no longer available for the payment of benefits for such Employee due to failure of a deceased Employee to have designated a beneficiary under Section 13.5 or the "Use It or Lose It" rule referenced in Sections 14.2 and 16.2."
2. Section 1.41 defining "Withdrawn Employee" is deleted.
3. Section 16.1 on forfeitures due to inactivity is deleted.

Executed by the Trustees of the Entertainment Industry Flex Plan on August 17, 2006.

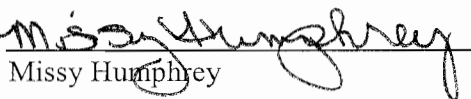
EMPLOYER TRUSTEES:

By: 
Steven Berkowitz

By: 
David Pill

By: 
Marc Sandman

UNION TRUSTEES:

By: 
Missy Humphrey

By: 
Peter Homes

By: 
Richard Daszkowski

AMENDMENT #2
TO THE SECOND RESTATEMENT OF AMENDED AGREEMENT AND
DECLARATION OF TRUST
ENTERTAINMENT INDUSTRY FLEX PLAN
(the “Flex Plan”)

This is an amendment to the Second Restatement of the Flex Plan. The Flex Plan is hereby amended effective as if originally included in that Second Restatement of Amended Flex Plan as follows:

1. Section 1.3 is deleted and the following inserted in its place.

“1.3 Beneficiaries. The term “Beneficiaries” means a Covered Employee’s spouse, dependent, Domestic Partner or any other person or entity entitled under the terms of the Plan to receive benefits.”

2. Section 1.15-1 is added defining a “Domestic Partner.”

“1.15-1 Domestic Partner. The term “Domestic Partner” means an adult person, party to a same-sex or opposite sex relationship similar to a marriage, which relationship (a) has been in existence for at least six months, (b) requires financial interdependence, and (c) satisfies the following criteria.

1.15-1.1 The Employee and the Domestic Partner may not have a spouse or other partner, have had another domestic partner within the last six months or be related by blood closer than the law would permit for marriage.

1.15-1.2 Both the Employee and the Domestic Partner must complete and file an “Affidavit of Domestic Partnership” (in the form issued by the Fund Manager) with the Plan, executed under penalty of perjury before a public notary.

1.15-1.3 If the Employee resides in a city, state or country that provides for domestic partner registration, the Employee may submit a copy of their Certificate of Domestic Partnership or similar registration document in lieu of any of the items in 1.15-1.4 below.

1.15-1.4 If the Employee’s Domestic Partner is not the Employee’s Dependent, the Employee must submit a copy of one of the following documents which names both the Employee and the Domestic Partner thereon, which is dated at least six months prior to the effective date of enrollment:

1.15-1.4.1 bank statement;

1.15-1.4.2 lease or rental agreement for Employee’s residence;

1.15-1.4.3 grant deed or mortgage/trust deed for Employee's residence; or

1.15-1.4.4 automobile registration;

1.15-1.5 If the Domestic Partner is a Dependent of the Employee, the Employee must submit a copy of the Employee's last filed Federal Income Tax return to the Fund Office as documentation."

3. Section 13.4 is deleted and the following inserted in its place.

"13.4 Survivors Benefit. The designated beneficiary of a deceased Covered Employee shall be entitled to exhaust the Covered Employee's Benefit Account for the reimbursement of allowable expenses described herein. If the designated beneficiary is someone other than the Covered Employee's spouse or Domestic Partner, as the case may be, the spouse or Domestic Partner must consent to such a designation."

4. Sections 13.5 and 13.6 are added setting forth the benefits available to Domestic Partners.

"13.5 Payment of Premiums. If an Employee's Domestic Partner is a Dependent of the Employee, premiums for coverage of that Domestic Partner may be paid from the Employee's Benefit Account. If an Employee's Domestic Partner is NOT a Dependent of the Employee, the portion of the insurance premium attributable to the Employee's Domestic Partner must be paid by automatic bank debit and cannot be paid from the Employee's Benefit Account.

13.6 Coverage Available to Domestic Partners and Their Children. The insurance coverage available to an Employee's Domestic Partner is the same as insurance coverage provided for a spouse of an Employee. Insurance coverage will not be available to children of a Domestic Partner, if any, unless those children are Dependents of the Covered Employee.

13.6.1 Self-Payment (COBRA) Provisions for Domestic Partners and Children of Domestic Partners. The Self-Payment (COBRA) provisions in section 13.3 will apply to an Employee's Domestic Partner. COBRA coverage is NOT available to Domestic Partners upon a COBRA "qualifying event" related to the Employee, the Domestic Partner or children of the Domestic Partner. However, COBRA coverage is available to the Employee's dependent children.

13.6.2 Termination of Domestic Partnership. If the Employee's domestic partnership terminates for any reason, the Employee must file an Affidavit of Termination of Domestic Partnership (in the form issued by the Fund Manager) with the Fund Office within 10 days of termination, executed under penalty of perjury before a public notary. In the event an

Employee fails to timely file an Affidavit of Termination of Domestic Partnership with the Fund Office, or if there has been any false or misleading information provided to the Fund Office in regard to a domestic partnership, the Employee and the Domestic Partner jointly and severally must reimburse the Plan upon demand for all Plan Benefits paid on behalf of the Domestic Partner which would not have been paid had timely notice or correct information been given, which obligation may be satisfied through offset against the Employee's Plan Account. In addition, the Employee and the Domestic Partner jointly and severally will be responsible to reimburse the Fund for all costs of collection, including reasonable attorneys' fees."

5. Section 14.4.2 is added to read as follows.

"14.4.2 No part of an Employee's Accounts may be applied toward reimbursement Expenses for the Employee's Domestic Partner, unless the Domestic Partner is also a Dependent."

Executed by the Trustees of the Entertainment Industry Flex Plan on August 26, 2008.


EMPLOYER TRUSTEES:

By: 

Steven Berkowitz

By: 

David Pill

By: 

Marc Sandman

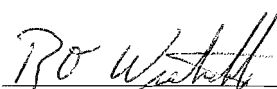
UNION TRUSTEES:

By: 

Richard Daszkowski

By: 

John Moffitt

By: 

Robert Wratschko

**AMENDMENT #3
TO THE SECOND RESTATEMENT OF AMENDED AGREEMENT AND
DECLARATION OF TRUST
ENTERTAINMENT INDUSTRY FLEX PLAN
(the "Flex Plan")**

This is an amendment to the Second Restatement of the Flex Plan. The Flex Plan is hereby amended effective as if originally included in that Second Restatement of Amended Flex Plan as follows:

1. Section 1.3 is deleted and the following inserted in its place.

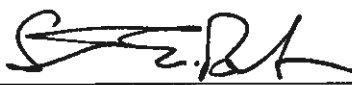
"1.3 Beneficiaries. The term "Beneficiaries" means a Covered Employee's spouse or dependent(s) entitled under the terms of the Plan to receive benefits."


2. Section 13.4 is deleted and the following inserted in its place.

"13.4 Survivors Benefit. The designated Beneficiary of a deceased Covered Employee shall be entitled to exhaust the Covered Employee's Benefit Account for the reimbursement of allowable expenses described herein. If there is no designated Beneficiary the Beneficiary of the Survivors Benefits shall be the Covered Employee's Spouse, and if none the Covered Employees Dependent Domestic Partner, and if none, the Covered Employee's dependent children in equal shares. If the designated beneficiary is someone other than the Employees Spouse or the Dependent Domestic Partner, the Employees Spouse or Dependent Domestic Partner must consent to such a designation in writing."

Executed by the Trustees of the Entertainment Industry Flex Plan on September 23, 2010.


EMPLOYER TRUSTEES:

By: 
Steven Berkowitz

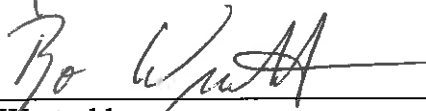
By: 
David Pill

By: 
Marc Sandman

UNION TRUSTEES:

By: 
Richard Daszkowski

By: 
John Moffitt

By: 
Ro Wratschko

AMENDMENT #4
TO THE SECOND RESTATEMENT OF AMENDED AGREEMENT AND
DECLARATION OF TRUST
ENTERTAINMENT INDUSTRY FLEX PLAN
(the “Flex Plan”)

This is an amendment to the Second Restatement of the Flex Plan. The Flex Plan is hereby amended effective as set forth below, as follows.

1. The following is added at the end of Section 1.15.

“Commencing March 23, 2010, where the Plan is providing Medical Expense Reimbursements for dependent children, the Plan shall continue to make those expense reimbursements available for an adult child of a Covered Employee until the child turns age 26.”

2. The following is added at the end of Section 1.31.

“Commencing for claims incurred on or after January 1, 2011, ‘Medical Expense’ does not include medicines or drugs unless the medicine or drug is (i) a prescribed drug, determined without regard to whether the medicine or drug is available without a prescription, or (ii) insulin. ‘Prescription’ means a written recommendation of the medicine or drug to treat a specific medical condition by a physician. If the Plan uses a debit card program to reimburse for medicines or drugs, it shall take steps to conform that program to satisfy this rule. The Board shall have sole discretion to determine, on a uniform and consistent basis, whether a particular item is a medicine or drug subject to this rule and whether the requirement of a prescription has been satisfied.”

3. Section 7.4.3 is added as follows.

“7.4.3 Requirements for All Insurance Policies, Health Maintenance Organization Contracts and Similar Agreements.

7.4.3.1 Commencing January 1, 2011, no insurance policy, health maintenance organization contract or similar agreement may impose a preexisting condition exclusion (as defined in Treas. Reg. §54.9801-2) on anyone covered under the policy, contract or agreement who is under 19 years of age. Beginning January 1, 2014, no insurance policy, health maintenance organization contract or similar agreement may impose a preexisting condition exclusion (as defined in Treas. Reg. §54.9801-2) on anyone covered under the policy, contract or agreement.”

7.4.3.2 Commencing January 1, 2011, no insurance policy, health maintenance organization contract or similar agreement may impose a lifetime limit on the dollar amount of essential health benefits for any individual. This prohibition shall be implemented

and interpreted per §2711(a)(1)(A) of the Public Health Service Act [42 USC 300gg-11] and Treas. Reg. §54.9815-2711T. The transitional rules set forth in Treas. Reg. §54.9815-2711T(e) for individuals whose coverage or benefits previously ended by reason of reaching a lifetime limit shall be implemented.

7.4.3.3 Before January 1, 2014, no insurance policy, health maintenance organization contract or similar agreement may establish, for any individual, an annual limit on the dollar amount of benefits that are essential health benefits per Treas. Reg. §54.9815-2711T(d), unless the limit is no less than the amounts in the following schedule:

(i) From January 1, 2011 through December 31, 2011, \$750,000;

(ii) From January 1, 2012 through December 31, 2012, \$1,250,000; and

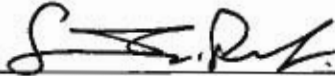
(iii) From January 1, 2013 through December 31, 2013, \$2,000,000.

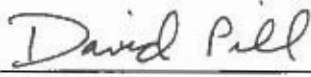
Beginning January 1, 2014, no insurance policy, health maintenance organization contract or similar agreement may establish, for any individual, an annual limit on the dollar amount of benefits that are essential health benefits per Treas. Reg. §54.9815-2711T.

7.4.3.4 Commencing January 1, 2011, all insurance policies, health maintenance organization contracts and similar agreements shall, where providing health coverage for dependent children, continue to make that health coverage available for an adult child of a Covered Employee until the child turns age 26, provided that (until January 1, 2014) the adult child is not eligible to enroll in some other eligible employer-sponsored group health plan. Beginning January 1, 2014, this dependent health coverage of children until age 26 will apply even if the child is eligible to enroll in some other eligible employer-sponsored group health plan. Insurance policies, health maintenance organization contracts and similar agreements may be amended at any time on or after March 23, 2010 to provide this extension of health coverage for children of Covered Employees up to age 26 if that amendment is offered by the insurance carrier, health maintenance organization or other provider.”

Executed by the Trustees of the Entertainment Industry Flex Plan on September 23, 2010.

EMPLOYER TRUSTEES:


By: 
Steven Berkowitz

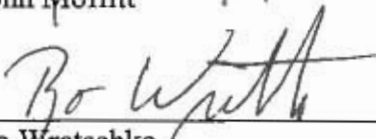
By: 
David Pill

By: 
Marc Sandman

UNION TRUSTEES:

By: 
Richard Daszkowski

By: 
John Moffitt

By: 
Ro Wratschko

AMENDMENT # 4

AMENDMENT #5
TO THE SECOND RESTATEMENT OF AMENDED AGREEMENT AND
DECLARATION OF TRUST
ENTERTAINMENT INDUSTRY FLEX PLAN
(the “Flex Plan”)

This is an amendment to the Second Restatement of the Flex Plan and hereby replaces existing Amendment #3 and modifies Amendment #2. The Flex Plan is hereby amended effective as of June 28, 2013 as follows:

1. Section 1.3 is deleted and the following inserted in its place.

“1.3 Beneficiaries. The term “Beneficiaries” means a Covered Employee’s spouse or dependent(s) entitled under the terms of the Plan to receive benefits.”

2. Section 13.4 is deleted and the following inserted in its place.

“13.4 Survivors Benefit. The designated Beneficiary of a deceased Covered Employee shall be entitled to exhaust the Covered Employee’s Benefit Account for the reimbursement of allowable expenses described herein. If there is no designated Beneficiary the Beneficiary of the Survivors Benefits shall be the Covered Employee’s Spouse, and if none the Covered Employees Dependent Domestic Partner, and if none, the Covered Employee’s dependent children in equal shares. The Employee may only designate “Dependents” as beneficiaries as defined in Section 1.15. If the designated beneficiary is someone other than the Employees Spouse or the Dependent Domestic Partner, the Employees Spouse or Dependent Domestic Partner must consent to such a designation in writing.”

3. Section 1.15 is deleted and the following inserted in its place.

“1.15 Dependent. The term “Dependent” means any person who qualifies as a dependent of an Employee under Section 152 of the Code.

1.15.1 For the purposes of any group health coverage provided through the Flex Plan, the term Dependent shall be defined by the applicable Flex Plan group contract.

1.15.2 For the purposes of reimbursement of insurance premiums or medical expense reimbursement, the term Dependent shall include children up to age twenty-six (26) in accordance with the terms of the Plan.

1.15.3 For the purposes of the Dependent Care Assistance (DC) provisions herein only, the term Dependent is limited to a Dependent who is:

- 1.15.3.1 under the age of thirteen (13) years and with respect to whom the Employee is entitled to a deduction under 151(e) of the Code, or
- 1.15.3.2 physically or mentally incapable of caring for themselves, or
- 1.15.3.3 the spouse of the Employee who is physically or mentally incapable of caring for himself.”

4. Section 13.6, added pursuant to Amendment #2, is deleted and the following is inserted into its place: “Coverage Available to Domestic Partners and Their Children. The insurance coverage available to an Employee’s Domestic Partner is the same as insurance coverage provided for a spouse of an Employee.”

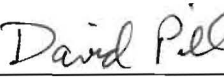
Executed by the Trustees of the Entertainment Industry Flex Plan on June 28, 2013.

EMPLOYER TRUSTEES:

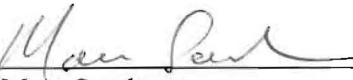
UNION TRUSTEES:

By: 
Steven Berkowitz

By: 
Richard Daszkowski

By: 
David Pill

By: 
John Moffitt

By: 
Marc Sandman

By: 
Martha Pultar

**AMENDMENT #6
TO THE SECOND RESTATEMENT OF AMENDED AGREEMENT AND
DECLARATION OF TRUST
ENTERTAINMENT INDUSTRY FLEX PLAN
(the "Flex Plan")**

This is an amendment to the Second Restatement of the Flex Plan. The Flex Plan is hereby amended effective as of June 28, 2013 as follows:

Section 15.4 is added

15.4 Claim and Premium Overpayments.

The Plan makes every effort to assure that claims are paid promptly and accurately. If the Plan discovers an overpayment has been made to a participant, dependent, provider, or insurance carrier, whether due to a billing error, miscalculation of benefits, payments by other health plan carriers, or any other reason, the Participant shall be responsible for refunding the overpaid amount to the Plan.


The Participant will receive written notification if a refund is required. If the Participant does not submit claims to satisfy the overpayment, the Participant must remit the overpayment within 30 days from the date of the notice from the Plan. However, if any claims are submitted, the amount of the overpayment will be immediately deducted from the claims for the Participant and all eligible dependents until the full amount of the overpayment has been recovered, paid back, or the matter is otherwise resolved by the Plan.


Additionally, the Plan will not make any individual insurance premium payments until the full amount of the overpayment has been recovered or the matter is otherwise resolved by the Plan.

Executed by the Trustees of the Entertainment Industry Flex Plan on June 28, 2013.

EMPLOYER TRUSTEES:

By: 
Steven Berkowitz

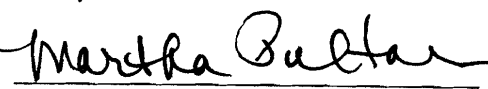
By: 
David Pill

By: 
Marc Sandman

UNION TRUSTEES:

By: 
Richard Daszkowski

By: 
John Moffitt

By: 
Martha Pultar

AMENDMENT #7
TO THE SECOND RESTATEMENT OF AMENDED AGREEMENT AND
DECLARATION OF TRUST
ENTERTAINMENT INDUSTRY FLEX PLAN
(the “Flex Plan”)

This is an amendment to the Second Restatement of the Flex Plan. The Flex Plan is hereby amended effective as of January 1, 2014 as follows:

Section 2.10 shall be added and state: It is intended that this Trust complies with all guidance issued by the Departments of the Treasury, Health and Human Services, and Labor (“Departments”). To the extent that anything herein is inconsistent with Departmental guidance, this Agreement shall be deemed amended in such fashion as will implement the purposes of this Trust while continuing to comply with Departmental guidance and all other requirements of ERISA.

Section 14.3.1 shall be amended to state: select from the plans provided by Insurers or Health Service Providers having a contract with the Trustees, in which event the Plan will make premium payments monthly from the Employee’s account(s) or enroll in other non-HRA Minimum Value group medical coverage in which event the Plan will reimburse premium payments.

Section 14.3.2 shall be amended to state: direct the Plan to make monthly dental, vision, or disability premium payments.

Section 14.3.3 shall be added and state: Unless medical benefits elected are excepted benefits (as defined in IRC § 9831(b), ERISA § 732(b), and PHS Act § 2791(c), the Employee must be enrolled in the Plan’s group medical coverage or other non-HRA Minimum Value group medical coverage. Employees are permitted to permanently opt out of and waive future reimbursements upon termination of employment and at least annually. Employees who are not enrolled in group medical coverage will be automatically opted out.

Section 14.4.1 shall be amended by adding the following: In order to submit Medical Expense Reimbursement, the Employee must be enrolled in the Plan’s group medical coverage or other non-HRA Minimum Value group medical coverage. Employees are permitted to permanently opt out of and waive future reimbursements upon termination of employment and at least annually. Employees who are not enrolled in group medical coverage will be automatically opted out.

EMPLOYER TRUSTEES:

By: 

Steven Berkowitz

By: 

David Pill

By: 

Marc Sandman

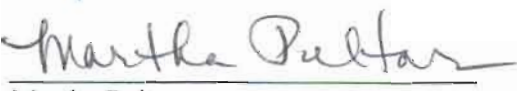
UNION TRUSTEES:

By: 

Richard Daszkowski

By: 

John Moffitt

By: 

Martha Pultar

**AMENDMENT #8
TO THE SECOND RESTATEMENT OF AMENDED AGREEMENT AND
DECLARATION OF TRUST
ENTERTAINMENT INDUSTRY FLEX PLAN
(the “Flex Plan”)**

This is an amendment to the Second Restatement of the Flex Plan. The Flex Plan is hereby amended effective as of October 27, 2014 as follows:

Article VI, Section 6.1 shall be amended in its entirety to state:

Composition of Trustees. The Trustees under this Agreement, who shall be Trustees of the Trust created and established hereunder, shall consist of at least three (3) Employer Trustees and at least three (3) Union Trustees. The Board may also appoint one (1) Alternate Employer Trustees and/or one (1) Alternate Union Trustee. The number of Trustees may be increased by the Board from time-to-time, in their sole discretion, however, there shall always be equal voting power as between the Employer Trustees and Union Trustees, exclusive of any Alternate Trustees that shall be appointed under this paragraph.

Article VI, Section 6.3 shall be amended in its entirety to state:

Selection of Trustees.

6.3.1 The Employer Trustees shall be appointed in writing signed by the authorized representative of the Employer appointing him. In no event shall the Union or Union Trustee be entitled to designate an Employer Trustee. For purposes of this Trust Agreement, Universal Television LLC, CBS Broadcasting Inc. and ABC, Inc., shall have the power to individually appoint and select one Trustee to serve on the Board, provided the Employer (which includes Employers’ related and affiliated entities) contributes on behalf of at least one thousand (1,000) Employees to the Trust. Should any of the above mentioned Employers not contribute on behalf of one thousand (1,000) Employees to the Trust, the Board shall designate a new Employer to be represented under the Trust by empowering said Employer with the power to appoint and select one Trustee to serve on the Board.

6.3.2 The Union Trustees shall be appointed in writing signed by the duly authorized representative of the Union appointing him. In no event shall the Employers or an Employer Trustee be entitled to designate a Union Trustee. For purposes of this Trust Agreement, Local 800, I.A.T.S.E., Art Directors Guild and Scenic, Title and Graphic Artists (“Local 800”), the International Brotherhood of Electrical Workers (“IBEW”), and the National Association of Broadcast Employees and Technicians (“NABET-CWA”) shall have the power to individually appoint and select one Trustee to serve on the Board, provided the Union has at least one thousand (1,000) members who participate in the Plan. Should any of the above mentioned Unions not have one thousand (1,000) members covered under the Plan, the Board shall designate a new

Union to be represented under the Trust by empowering said Union with the power to appoint and select one Trustee to serve on the Board.

Article VI, Section 6.4 shall be amended in its entirety to state:

Written Appointments and Acceptances. With the exception of appointments of the initial Trustees under this Agreement, copies of the written appointments of successor Trustees shall be provided to the Board as soon as practicable after such appointments are made. Each Trustee shall signify his or her acceptance of the trusteeship as provided above, in writing prior to the date their appointment as Trustee takes effect. Once acceptance is received by the Board, the appointment of trusteeship shall take effect. All such executed written appointments and acceptances shall be placed in the permanent records of the Trust Fund.

Article VI, Section 6.7 shall be amended in its entirety to state:

Removal of Employer Trustees. Any Employer Trustees may be removed from office at any time, with or without cause, by an instrument in writing signed by a duly authorized representative of the Employer appointing him and filed with the Board. Such removal shall be effective immediately upon such filing. The Board may also exercise the power to remove any individual Employer Trustee for cause, by majority vote of all Trustees, should the Board determine in their sole discretion that removal of the Employer Trustee is necessary for the benefit of the Trust, its purpose and its beneficiaries.

Article VI, Section 6.8 shall be amended in its entirety to state:

Removal of Union Trustees. Any Union Trustees may be removed from office at any time, with or without cause, by an instrument in writing signed by the duly authorized representative of the Union appointing him and filed with the Board. Such removal shall become effective immediately upon such filing. The Board may also exercise the power to remove any individual Union Trustee for cause, by majority vote of all Trustees, should the Board determine in their sole discretion that removal of the Union Trustee is necessary for the benefit of the Trust, its purpose and its beneficiaries.

Article VI, Section 6.10 shall be amended in its entirety to state:

Successor Union Trustees. In the event that any Union Trustee shall die, become incapable of acting hereunder, resign, or be removed pursuant to Section 6.8, the Union Trustee's successor shall be designated by the duly authorized representative of the Union who appointed the Union Trustee.

Article VIII, Section 8.2 shall be amended in its entirety to state:


Quorum. At all telephone conferences and meetings of the Board, a quorum for the transaction of business shall consist of at least two (2) Union Trustees and at least two (2) Employer Trustees, and at all such meetings and telephone conferences, the Employer Trustees (collectively) and the Union Trustees (collectively) shall have one vote each.

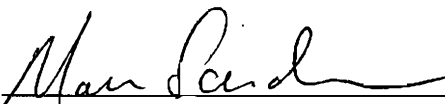
Article VIII, Section 8.3 shall be amended in its entirety to state:

Vote of Trustees. All decisions and acts of the Trustees shall be taken by a majority vote cast at a meeting at which a quorum is present. The Trustees who are representatives of the Participating Employers shall collectively cast one (1) vote determined by the majority vote of such Trustees, and if they deadlock, determined by the vote of the Chairman or Secretary representing the Participating Employers. The Trustees who are representatives of the Union shall collectively cast one (1) vote determined by the majority vote of such Trustees, and if they deadlock, determined by the vote of the Chairman or Secretary representing the Union. All action by the Board will result only upon the concurring votes of the Employer Trustee unit and the Union Trustee Unit. 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 Trustees.

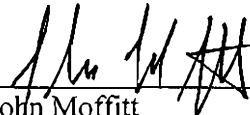
EMPLOYER TRUSTEES:


By:  _____
Steven Berkowitz

By:  _____
David Pill

By:  _____
Marc Sandman

UNION TRUSTEES:

By:  _____
John Moffitt

By:  _____
Martha Pultar

AMENDMENT #9
TO THE SECOND RESTATEMENT OF AMENDED AGREEMENT AND
DECLARATION OF TRUST
ENTERTAINMENT INDUSTRY FLEX PLAN
(the “Flex Plan”)

This is an amendment to the Second Restatement of the Flex Plan. The Flex Plan is hereby amended effective as of August 10, 2016 as follows:

Section 3.1 is deleted and the following inserted in its place:

When and Where Due and Payable. Contributions made by Employers shall be due and payable in Los Angeles, California and shall be received by the fifteenth day of the calendar month following the month in which the Employee worked, unless a more frequent payment schedule is required by the Collective Bargaining Agreement. Employer Contributions may be made by Employers pursuant to a salary reduction feature in the case of Employers that allow this option for Employees to make a withholding request (within the period prescribed by the Plan), and such Contributions shall be due and payable as soon as the monies can be reasonably segregated from the Employer’s general assets, but no later than fifteen business days after the day the funds are withheld from the Employee’s wages. Contributions to the Fund shall be forwarded to a central depository to be designated by the Trustees. Said payments are to continue from month to month subject to the provisions of the Collective Bargaining Agreement between the Employer and the Union.

Section 3.3 shall be modified as described below:

The following sentence shall be deleted: In no event, however, shall the Employer be charged with the payment of audit fees in the event the delinquency represents the lesser of (a) five percent (5%) of the total Employer contribution due and owing in the period covered by the audit, or (b) two hundred dollars (\$200).

The deleted sentence shall be replaced with the following sentence: In no event, however, shall the Employer be charged with the payment of audit fees in the event the delinquency represents the lesser of (a) five percent (5%) of the total Employer contribution due and owing in the period covered by the audit, or (b) five hundred dollars (\$500).

The following sentence shall be added to the end of Section 3.3: In lieu of the above procedure, the Employer may furnish the Trustees with a statement by that Employer’s public accountant or a certified public account certifying that such Employer has fully complied and paid the proper Contributions due the Trust Fund.

Section 4.1 is deleted and the following inserted in its place:

Damages for Delinquency. Each monthly contribution to the Fund shall be made promptly as required by Section 3.1. Subject to such policies and procedures as are adopted by the Trustees, any Contributions received later than the date required under Section 3.1 shall be considered

delinquent. The Parties recognize and acknowledge that the regular and prompt payment of Employer Contributions to the Fund is essential to the maintenance of the Fund, and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Fund which would result from the delinquency of the Employer to pay its Contributions in full within the time above provided. Therefore, the amount of damage to the Fund resulting from any such failure shall be presumed to be the sum of \$25 per participant, per pay period, or 10% of the indebtedness, whichever is greater, which is an approximation of the cost of processing a delinquency. This amount shall, in the Trustees' discretion, become due and payable to the Fund by the Employer as liquidated damages and not as a penalty, on the date specified by the Trustees, or in default of that, immediately following the date the Contribution became delinquent.

Section 4.2 is deleted and the following inserted in its place:

Timely Payments. Should the Employer fail to make timely contributions to the Plan, interest is calculated and is compounded monthly payable at the rate of 6% per annum, compounded monthly, on the amount of delinquent unpaid contributions. However, the Trustees retain the authority to periodically adjust the interest rate to reflect current economic conditions. Trustees shall provide Employers with notice of any change in interest before the change in interest rate goes into effect. Further, the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Trust Agreement, any provision of the Collective Bargaining Agreement to the contrary notwithstanding. This includes but is not limited to the Trustees, a committee of them, or individuals designated by them, having the power to demand, collect, sue to collect, and receive Employer payments and all other money and property to which the Trust Fund may be entitled, and shall hold the same until applied to the purposes provided in this Trust. They shall take such steps, including the institution and prosecution of, or the intervention in, such legal or administrative proceedings for the purpose of collecting such payments, money and property as the Trustees in their sole discretion determine to be in the best interests of the Trust Fund, without prejudice to the rights of the Unions to take whatever steps, if any, they deem necessary to undertake for such purposes. If the required contributions of an Employer become delinquent as provided above, in addition to interest and liquidated damages, there shall be added to the obligation of the delinquent employer all reasonable expenses incurred by the Trust involved in the collection of the delinquency, including but not limited to reasonable attorney's fees, cost of attachment and execution, bond, receivers and court costs.

Section 4.2.2 shall be added:

The Trustees will notify the appropriate Union in writing of delinquencies, once the Plan is aware of the delinquency, within 30 days after the contributions remain due but unpaid to the Trust Fund.

The following sentence shall be added after the last sentence in Section 4.3:

The Trustees shall have no duty to provide any benefits to any Employee where the Participating Employer has failed to provide the Trustees with the funds for such Employee's Account.

EMPLOYER TRUSTEES:

By: 

Steven Berkowitz

By: 

Robert Brandwene


By: 

Marc Sandman

UNION TRUSTEES

By: 

Charlie Braico

By: 

Martha Pultar

By: 

William Thomas

**AMENDMENT #10
TO THE SECOND RESTATEMENT OF AMENDED AGREEMENT AND
DECLARATION OF TRUST
ENTERTAINMENT INDUSTRY FLEX PLAN
(the "Flex Plan")**

This is an amendment to the Second Restatement of the Flex Plan. The Flex Plan is hereby amended as of June 19, 2019 as follows:


Article VI, Section 6.1 which was previously amended in Amendment 8 shall be amended in its entirety to state:


Composition of Trustees. The Trustees under this Agreement, who shall be Trustees of the Trust created and established hereunder, shall consist of at least five (5) Employer Trustees and at least five (5) Union Trustees. The Board may also appoint one (1) Alternate Employer Trustee and/or one (1) Alternate Union Trustee. The number of Trustees may be increased by the Board from time-to-time, in their sole discretion, however, there shall always be equal voting power as between the Employer Trustees and Union Trustees, exclusive of any Alternate Trustees that shall be appointed under this paragraph.


Article VIII, Section 8.2 which was previously amended in Amendment 8 shall be amended in its entirety to state:

Quorum. At all telephone conferences and meetings of the Board, a quorum for the transaction of business shall consist of at least three (3) Union Trustees and at least three (3) Employer Trustees, and at all such meetings and telephone conferences, the Employer Trustees (collectively) and the Union Trustees (collectively) shall have one vote each.

EMPLOYER TRUSTEES:

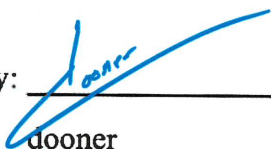
By: 
Robert Brandwene

By: 
Catherine Cusimano

By: 
Marc Sandman

UNION TRUSTEES

By: 
Charlie Braico

By: 
dooner

By: 
Robert Prunn

**AMENDMENT #11
TO THE SECOND RESTATEMENT OF AMENDED AGREEMENT AND
DECLARATION OF TRUST
ENTERTAINMENT INDUSTRY FLEX PLAN
(the “Flex Plan”)**

This is an amendment to the Second Restatement of the Flex Plan. The Flex Plan is hereby amended as of June 19, 2019, as follows:

Article VIII, Section 8.1.2 shall be amended in its entirety to state:

(a) Meetings of the Board may be held in person or by telephone conference call. No meeting need be held by the Board of Trustees provided that all of the Trustees shall concur in writing upon any proposition or business coming before the Trustees.

(b) Upon any matter that could properly come before the Board at a valid meeting, the Board may act without a meeting, provided the action satisfies the following requirements.

(1) An electronic mail (an “email”) shall be sent to all Trustees at the Trustees’ email addresses on record with the Fund, containing the proposed resolution upon which the Trustees are to vote (the “resolution”). More than one resolution may be contained in an email. The Administrative Office shall send an email to all Trustees confirming the outcome of the resolution, and a copy of this email shall be included in the agenda of the next Board meeting.

(2) Although this procedure for action without a meeting is primarily intended for emergency or routine actions, there is no restriction on what actions the Board may take using this procedure.

(3) The email shall contain the resolution(s) upon which the Trustees are to vote, clearly indicating for each resolution the choice to be voted upon. The Trustees shall vote by either “approving” or “disapproving” each resolution. Trustees’ votes will be counted if they are emailed, Faxed or otherwise delivered to the Fund’s third-party administrator, provided the third party administrator can clearly discern the Trustee’s vote. If in reviewing a Trustee’s vote the third party administrator cannot clearly discern the Trustee’s vote for any reason, the third-party administrator shall contact the Trustee, explain the concern and the Trustee may vote again, but the previous vote will be void.

(4) A Trustee may revoke the Trustee’s vote if the Fund’s third-party administrator receives that Trustee’s revocation before receiving the votes required to determine the proposed resolution, which

revocation will be effective upon receipt. The Fund's third-party administrator shall notify that Trustee whether or not the revocation is effective. After an effective revocation by a Trustee, that Trustee may still vote on the resolution at-issue under this procedure.

(5) The timeframe within which the Trustees must vote on a resolution contained in an email shall be 10 business days from the date the email is sent, expiring at 5:00 pm Pacific Time on the 10th business day after it is sent, unless otherwise provided in the email. When a quorum of Trustees have cast their votes within the timeframe, if the Employer Trustees or the Union Trustees are deadlocked at one vote approving and one vote disapproving the proposal upon expiration of the timeframe (the "Deadlocked Trustees"), the Fund's third-party administrator shall notify the Chairman or Secretary who is a member of the Deadlocked Trustees of the deadlock by email. Thereafter that Chairman or Secretary of the Deadlocked Trustees may cast the deciding vote for the Deadlocked Trustees to break that deadlock per Section 8.3 at any time by email. The Trustee within the Deadlocked Trustees who did not vote by the expiration of the timeframe may not vote after the expiration of the timeframe, unless it is the Chairman or Secretary needed to break the deadlock.

(6) A resolution proposed in an email will be adopted and valid only when the Fund's third party administrator receives, by the expiration of the timeframe, that number of votes from the Trustees equal to or exceeding the quorum required to be present at a Board meeting per Section 8.2, and either (i) the number of approvals or disapprovals equals or exceeds the number of votes needed to approve or disapprove the resolution at a Board meeting as provided in Section 8.3, or (ii) the Chairman or Secretary of the Deadlocked Trustees casts a deciding vote thereafter as provided in (5) immediately above.

(7) After the expiration of the timeframe as provided in (5) above, or once all votes have been cast within the timeframe as provided in (5) above to approve or disapprove a resolution proposed by email as provided in (6) immediately above, the Fund's third-party administrator shall send an email to all Trustees confirming the result at the Trustees' email addresses on record with the Fund.


(8) If a Trustee wishes to abstain from voting, the Trustee must reply to the Fund's third-party administrator that the Trustee is abstaining from the vote on that resolution, which abstention will be included in the electronic record on that vote, and a copy of which will be added to the minute book with the other items referenced above.

(9) No proxies are allowed in any email vote.

EMPLOYER TRUSTEES:

By: 

Robert Brandwene

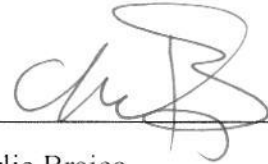
By: 

Catherine Cusimano

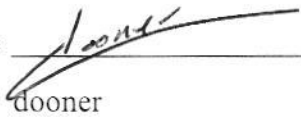
By: 

Marc Sandman

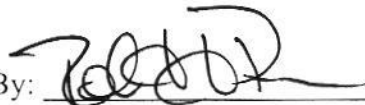
UNION TRUSTEES

By: 

Charlie Braico

By: 

dooner

By: 

Robert Prunn

**AMENDMENT #12
TO THE SECOND RESTATEMENT OF AMENDED AGREEMENT AND
DECLARATION OF TRUST
ENTERTAINMENT INDUSTRY FLEX PLAN
(the "Flex Plan")**

This is an amendment to the Second Restatement of the Flex Plan. The Flex Plan is hereby amended as of September 1, 2020, as follows:

The following language shall be added to the end of Article XIV, Section 14.7:

Participants shall be allowed to make a new pre-tax election or change an existing pre-tax election on a prospective basis during the 2020 Plan Year, which may include an adjustment to the withholding percentage and/or the maximum contribution amount in accordance with IRS Notice 2020-29.

EMPLOYER TRUSTEES:

DocuSigned by:
Robert Brandwene
By: EAEC9DE93ABD4EF...
Rob Brandwene

By: *Catherine Cusimano*
Catherine Cusimano

By: *Sheila Hassani*
Sheila Hassani

By: *Steven Moy*
Steven Moy

By: *Marc Sandman*
Marc Sandman

UNION TRUSTEES

By: *John Acosta*
John Acosta

By: *Charlie Braico*
Charlie Braico

By: *Donner*
Donner

By: *Robert Prunn*
Robert Prunn