

TRUST
AGREEMENT
GOVERNING THE
SOUTHERN CALIFORNIA
LUMBER INDUSTRY

WELFARE FUND

As Revised and Restated
June 1, 2014

Administrative Office
Benefit Programs Administration

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I DECLARATION OF TRUST	2
1. NAME	2
2. PURPOSE	2
3. DURATION OF TRUST FUND	2
4. TERM OF TRUST AGREEMENT	2
ARTICLE II DEFINITIONS	2
ARTICLE III THE TRUSTEES	4
1. THE BOARD OF TRUSTEES.....	4
2. STATUTORY CAPACITIES OF TRUSTEES.....	4
3. AGENTS FOR SERVICE OF PROCESS	5
4. NUMBER OF TRUSTEES	5
5. ALTERNATE TRUSTEES.....	5
6. IDENTITY OF PRESENT TRUSTEES.....	5
7. APPOINTMENT OF SUCCESSOR EMPLOYER TRUSTEES.....	6
8. APPOINTMENT OF SUCCESSOR LABOR ORGANIZATION TRUSTEES....	6
9. INDIVIDUALS DISQUALIFIED FROM SERVING AS TRUSTEES	6
10. ACCEPTANCE OF APPOINTMENT BY TRUSTEES.....	7
11. TERM OF APPOINTMENT	7
12. TERMINATION OF APPOINTMENT	7
13. TERMINATION OF APPOINTMENT FOR FAILURE TO ATTEND MEETINGS	7
14. TERMINATION OF APPOINTMENT FOR CONVICTION OF A CRIME.....	7
15. TERMINATION OF APPOINTMENT FOR MENTAL INCAPACITY	7
16. RESIGNATION OF APPOINTMENT	7
17. VACANCIES	7
18. RETURN OF BOOKS AND RECORDS.....	8
ARTICLE IV TRUST FUND ADMINISTRATION	8
1. MANNER OF VOTING.....	8
2. CONSTITUTION OF A QUORUM	8
3. MOTIONS	8
4. PROHIBITION OF PROXIES.....	8
5. REGULAR MEETINGS.....	8
6. SPECIAL MEETINGS	8
7. ACTION WITHOUT A FORMAL MEETING.....	9
8. ARBITRATION OF DEADLOCKED ISSUES	9
9. ELECTION OF OFFICERS	10
10. DUTIES OF OFFICERS.....	10
11. AUTHORIZED SIGNATURES	10
12. COMPENSATION AND EXPENSES	11
13. BENEFITS TO TRUSTEES NOT PROHIBITED.....	11

TABLE OF CONTENTS

	Page
ARTICLE V PARTICIPATION	11
1. BARGAINING UNITS ENTITLED TO PARTICIPATE.....	11
2. OTHER BARGAINING UNITS.....	12
3. STAFF EMPLOYEES OF PARTICIPATING LABOR ORGANIZATIONS	12
4. STAFF EMPLOYEES OF PARTICIPATING EMPLOYER ASSOCIATIONS..	12
5. NON-BARGAINING UNIT EMPLOYEES OF PARTICIPATING EMPLOYERS	12
6. TRUST FUND EMPLOYEES	13
7. UNAUTHORIZED PARTICIPATION.....	13
ARTICLE VI TRUSTEE RESPONSIBILITIES	13
1. GENERAL DUTY - RECEIPT OF CONTRIBUTIONS AND ADMINISTRATION OF BENEFIT PLANS.....	13
2. COMPLIANCE WITH THE INTERNAL REVENUE CODE	13
3. BASIS OF PAYMENTS TO AND FROM TRUST FUND	14
4. APPLICATION OF TRUST FUND ASSETS.....	14
5. FIDUCIARY STANDARDS	14
6. DEPOSITS	14
7. INVESTMENTS.....	14
8. SPECIFICALLY PERMITTED INVESTMENTS	15
9. TITLE TO INVESTMENTS AND OTHER ASSETS	15
10. FIDELITY BOND	15
11. RECORDS	16
12. ANNUAL AUDIT	16
13. SUMMARY PLAN DESCRIPTION	16
14. ANNUAL REPORT.....	16
15. DOCUMENTS TO BE EXAMINED OR FURNISHED.....	17
16. PROCEDURE FOR ESTABLISHING FUNDING POLICY.....	17
17. PROCEDURE FOR REVIEW OF DENIED BENEFIT CLAIMS.....	17
ARTICLE VII ALLOCATION OR DELEGATION OF TRUSTEE RESPONSIBILITIES	17
1. ALLOCATION OF RESPONSIBILITIES TO COMMITTEES	17
2. DELEGATION OF INVESTMENT RESPONSIBILITIES.....	18
3. DELEGATION OF OTHER RESPONSIBILITES	18
4. REVIEW OF PERFORMANCE	19
ARTICLE VIII TRUSTEE POWERS	19
1. GENERAL POWERS	19
2. SPECIFIC POWERS DISCRETIONARY.....	19
3. ADMINISTRATION OF EMPLOYEE BENEFIT PLANS	19
4. ADDITIONAL BENEFIT PLANS	20
5. MEANS OF PROVIDING BENEFITS	20
6. FACILITY OF PAYMENT	20
7. SELF-PAYMENTS BY EMPLOYEES.....	20

TABLE OF CONTENTS

	Page
8. ADMINISTRATIVE MANAGER	20
9. CORPORATE CO-TRUSTEE	21
10. OTHER PROFESSIONAL AND NON-PROFESSIONAL HELP	21
11. OBTAINING OF NECESSARY PREMISES, EQUIPMENT AND SUPPLIES.....	21
12. INSURANCE	21
13. BORROWING MONEY	22
14. RESERVE FUNDS.....	22
15. PAYMENT OF TAXES	22
16. REFUNDS OF CONTRIBUTIONS ERRONEOUSLY PAID.....	22
17. PROSECUTION OF LEGAL ACTIONS OR CLAIMS	23
18. DEFENSE OF LEGAL ACTIONS OR CLAIMS	23
19. COMPROMISE OF LEGAL ACTIONS OR CLAIMS	23
20. PENALTIES FOR FALSE OR WITHHELD INFORMATION.....	23
21. CORRECTION OF ERRORS.....	23
22. PARTICIPATION IN CERTAIN NON-PROFIT ORGANIZATIONS.....	24
23. PARTICIPATION IN NON-PROFIT EDUCATIONAL ORGANIZATIONS	24
24. RECIPROCITY.....	24
25. COORDINATED ADMINISTRATION	24
26. PROTECTED HEALTH INFORMATION UNDER THE PRIVACY AND SECURITY RULES.....	25
27. MERGERS	25
28. INTERPRETATION AND APPLICATION OF DOCUMENTS.....	25
ARTICLE IX CONTRIBUTIONS AND COLLECTIONS.....	25
1. CONTRIBUTION REPORTING FORMS.....	25
2. CONTRIBUTION AMOUNT FOR HEALTH & WELFARE BENEFITS – MANAGED CARE PLAN	26
3. CONTRIBUTION AMOUNT FOR DENTAL BENEFITS – MANAGED CARE PLAN.....	26
4. CONTRIBUTION AMOUNT FOR HEALTH & WELFARE BENEFITS – SELECT CHOICE PLAN	26
5. CONTRIBUTION AMOUNT FOR DENTAL BENEFITS – SELECT CHOICE PLAN.....	27
6. METHOD OF COMPUTING CONTRIBUTIONS	27
7. CONTRIBUTION DUE DATE	28
8. DELINQUENT CONTRIBUTIONS.....	28
9. EMPLOYER LIABILITY	28
10. AUDIT OF EMPLOYER BOOKS AND RECORDS.....	28
11. LIQUIDATED DAMAGES AND INTEREST.....	29
12. ASSIGNMENT OF CLAIMS TO THIRD PERSONS AND ATTORNEY FEES AND COSTS	29
13. VENUE OF COLLECTION ACTIONS	30
14. PROTECTION OF EMPLOYEES IN CASES OF DELINQUENCY	30

TABLE OF CONTENTS

	Page
15. COORDINATION WITH PROVISIONS IN COLLECTIVE BARGAINING AGREEMENTS	30
ARTICLE X LIMITATIONS	30
1. LIABILITES AND DEBTS OF TRUST FUND	30
2. PERSONAL LIABILITIES OF TRUSTEES	30
3. JUDGMENTS AGAINST TRUST FUND.....	31
4. PARTICIPATING PARTIES' RIGHTS	31
5. CESSATION OF PARTICIPATION	31
6. PROTECTION OF TRUST FUND, CONTRIBUTIONS AND BENEFITS.....	31
7. RELIANCE UPON WRITTEN DOCUMENTS.....	32
8. AGENTS OF TRUST FUND	32
ARTICLE XI MISCELLANEOUS	32
1. TRUST FUND OFFICES.....	32
2. APPLICABLE LAWS AND REGULATIONS	32
3. SERVICE IN MORE THAN ONE FIDUCIARY CAPACITY.....	33
4. NOTICES	33
5. SEVERABILITY.....	33
6. TITLES AND WORDS.....	33
7. INFORMATION TO BE FURNISHED.....	33
8. RIGHTS OF EMPLOYEES.....	33
9. CONFLICT WITH COLLECTIVE BARGAINING AGREEMENTS.....	33
10. ACCEPTANCE BY EMPLOYER.....	34
ARTICLE XII AMENDMENTS AND TERMINATION	34
1. AMENDMENTS	34
2. TERMINATION.....	34
3. ALLOCATION UPON TERMINATION.....	34
SIGNATURES	36

PREAMBLE

Whereas, on May 1, 1957 a "Trust Agreement" was executed by certain employers and labor organizations in the lumber and woodworker industries, and a corporate co-trustee creating the:

SOUTHERN CALIFORNIA LUMBER INDUSTRY WELFARE FUND, and

Whereas, said document did also create an employee welfare benefit plan presently known generally as the:

SOUTHERN CALIFORNIA LUMBER INDUSTRY HEALTH AND WELFARE PLAN, and

Whereas, said document was subsequently amended on several occasions, including a revision made effective January 1, 1976, which encompassed amendments required by the Employee Retirement Income Security Act of 1974, and

Whereas, effective September 1, 1986, the "Trust Agreement" was revised and the signatory employers and labor organizations (or their successors in interest) resigned their powers and authorities as signatory parties and vested those powers and authorities in the Board of Trustees, and

Whereas, the Board of Trustees has now determined to further revise and restate the existing "Trust Agreement" effective June 1, 2014 so as to include amendments which have been made subsequent to September 1, 1986, and to take into account contemporary needs and conditions.

NOW THEREFORE, the Trustees do hereby revise and restate the "Trust Agreement" effective June 1, 2014 as follows:

ARTICLE I

Declaration of Trust

1. Name

The Board of Trustees hereby reaffirms the declaration and establishment of a Trust Fund known as the

Southern California Lumber
Industry Welfare Fund

The Board of Trustees may hold property, enter into contracts, and in all matters act on behalf of the Trust Fund in such name. The Trust Fund may sue or be sued in such name.

2. Purpose

The purpose of the Trust Fund is to provide an entity to which contributions from participating employers and contributions from participating employees (if any) can be paid and through which the Trustees can administer a welfare plan(s), encompassing hospital-medical-surgical benefits, prescription drug benefits, vision benefits, and death and dismemberment benefits, and a dental plan encompassing dental care benefits for the participating employees on whose behalf the contributions have been paid, and their beneficiaries (if applicable).

3. Duration of Trust Fund

The Trust Fund shall continue in existence on an indefinite basis, contemporaneously with the term of this Trust Agreement.

4. Term of Trust Agreement

This revised and restated Trust Agreement shall be effective as of June 1, 2014, and shall continue indefinitely until such time as it may be terminated in accordance with the provisions of Article XII hereof.

ARTICLE II

Definitions

The following definitions shall govern in this Trust Agreement:

1. *"Beneficiary"* — any dependent of a participating employee, who is entitled to benefits, as defined in a benefit plan; also any person designated by a participating employee or dependent, or by the terms of a benefit plan, to receive benefits upon the death of such participating employee or dependent.

2. *"Benefit Plans"* — the welfare plan(s) and dental plan(s) administered by the Board of Trustees as provided for in Article VIII, Sections 3 and 4 hereof.

3. *"Collective bargaining agreement"* — a written agreement between a participating employer and a participating labor organization and any supplement, amendment, continuation, or renewal thereof, by the terms of which the employer is obligated to make contributions to the Trust Fund.

4. *"Contributions"* — the payments required of a participating employer, or of participating employees (if applicable), pursuant to the terms of a collective bargaining agreement, or special agreement, for the purpose of providing Benefit Plans to the employees covered by said agreements and their beneficiaries; also, the self-payments made by participating employees pursuant to any self-payment rules under COBRA or USERRA or as adopted by the Trustees.

5. *"Participating employee"* — any individual employed by a participating employer who is covered by a collective bargaining agreement, or special agreement, and for whom the employer makes contributions to the Trust Fund, and any individual who may have been so employed but is subsequently laid off, terminated, or retired who is entitled, for example, to COBRA coverage or USERRA coverage.

6. *"Participating employer"* — any sole proprietorship, partnership, association, corporation, or joint venture, in the Southern California Lumber Industry that is party to a collective bargaining agreement and that satisfies the requirements of Article V hereof.

A participating labor organization, or the Trust Fund itself, shall also be considered as a "participating employer" for the limited purpose of allowing the employees of such entities to participate in the Trust Fund (if any), as permitted by Article V, Sections 3 and 6 hereof.

7. *"Participating employer association"* — any employer association that is party to a collective bargaining agreement with a labor organization and that satisfies the requirements of Article V hereof.

8. *"Participating labor organization"* — the labor organizations referenced in Article V hereof and any other lawful labor organizations that represent employees in collective bargaining with employers and that satisfy the requirements of Article V hereof.

9. *"Reciprocal Trust Fund"* — a trust fund with whom this Trust Fund has a Reciprocal Agreement, as provided for in Article VIII, Section 24 hereof.

10. *"Corporate Co-Trustee"* — the U.S. Bank or other corporate banking institution which the Trustees have designated as Corporate Co-Trustee, as provided for in Article VIII, Section 9 hereof.

11. *"Southern California Lumber Industry"* — the term "Southern California Lumber Industry" shall include any employer or labor organization maintaining and operating a place of business at any location in the Counties of Kern, Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura in the State of California and the State of Nevada in the lumber, woodworking, cabinet, fixture, extrusion, furniture and related industries (including scaffolding) excepting therefrom any who primarily employ furniture workers or construction workers. Any labor organization in the Southern California Lumber Industry may bring in employees covered by collective bargaining agreements with other employers not in the Southern California Lumber Industry, except employees in the furniture and construction industries.

12. *"Special agreement"* — a written agreement between a participating employer and the Board of Trustees, and any supplement, amendment, continuation, or renewal thereof, that obligates the employer to make contributions to the Trust Fund for the purpose of providing Benefit Plans to the employees covered by said agreement, and their beneficiaries.

13. *"Trustees" or "Board of Trustees"* — the Board of Trustees or the Trustees of the Trust Fund or their successors.

14. *"Trust" or "Trust Fund"* — the entity created by this Trust Agreement, and all property and money held by such entity, including all contract rights and records.

ARTICLE III

The Trustees

1. The Board of Trustees

The Trust Fund and the Benefit Plans shall be administered by a Board of Trustees on which the participating employers and participating labor organizations are equally represented.

2. Statutory Capacities of Trustees

For purposes of complying with Section 302(c)(5)(B) of the Labor Management Relations Act of 1947, the participating employers shall be represented, in the administration of the Trust Fund, by the employer Trustees; and the participating employees shall be represented by the labor organization Trustees.

For purposes of complying with the various provisions of the Employee Retirement Income Security Act of 1974, the Trustees shall be considered as "named fiduciaries," "fiduciaries," the "plan administrator," and the "plan sponsor," as those terms are used in the Act.

3. Agents for Service of Process

Each Trustee shall be considered as an agent of the Trust Fund for the purpose of accepting service of legal process, provided that the Trustees may designate their administrative manager, or another person, as agent of the Trust Fund for this purpose.

4. Number of Trustees

There may be up to fourteen (14) Trustees of the Trust Fund, seven (7) of whom shall be employer Trustees representing the participating employers and seven (7) of whom shall be labor organization Trustees representing the participating employees.

The Trustees shall have the authority to either increase or decrease the size of the Board of Trustees, provided that at all times the employer Trustees and the labor organization Trustees are equally represented.

5. Alternate Trustees

There may also be up to fourteen (14) alternate Trustees, seven (7) of whom shall be alternate employer Trustees and seven (7) of whom shall be alternate labor organization Trustees.

In the event any employer Trustee is absent from any meeting of the Trustees he may designate an alternate employer Trustee to serve in his place and stead. If the absent employer Trustee fails to make such a designation, the employer Trustees who are present at the meeting may designate an alternate employer Trustee to serve in the place and stead of the absent Trustee.

In the event any labor organization Trustee is absent from any meeting he may designate an alternate labor organization Trustee to serve in his place and stead. If the absent labor organization Trustee fails to make such a designation, the labor organization Trustees who are present at the meeting may designate an alternate labor organization Trustee to serve in the place and stead of the absent Trustee.

The alternate Trustees, if any, shall be appointed in the same manner and retain such appointment under the same conditions as the regular Trustees. When designated to serve for a regular Trustee, and while serving, an alternate Trustee shall have all of the power and responsibilities of a regular Trustee.

6. Identity of Present Trustees

The Trustees serving as of the effective date of this Trust Agreement are as follows:

Employer Trustees

THOMAS C. HEYDORFF
JOHN "BOGIE" NICOLS

Labor Organization Trustees

PATRICK MCGINN
WILLIAM K. MILLER

BRENT K. BERGLUND
WAYNE NOECKER

JAMES BERNSEN
FERNANDO ROJAS

7. Appointment of Successor Employer Trustees

In the event of the termination of appointment, resignation, death, or incapacity of an employer Trustee, a successor employer Trustee shall be provisionally appointed by majority action of the remaining employer Trustees. In making the appointment, the remaining employer Trustees shall attempt to select an individual from one of the major groups of participating employers, it being the intent that the employer Trustees, as a body, constitute a fair cross section of the major groups of participating employers.

Notice of the provisional appointment shall be mailed by the administrative manager to all participating employers and shall become final thirty (30) days after such notice unless, in the meantime, participating employers representing 51% of participating employees should object, in writing, to the appointment.

In the event such an objection is filed, or in the event the employer Trustees cannot reach a majority agreement on a provisional appointment, the Trustees shall conduct a referendum election among all of the participating employers. Each employer may submit the name of one nominee and in the referendum each employer shall be entitled to one vote. Each vote will be weighted, however, by the number of employees for whom each employer is then making contributions to the Trust Fund (as measured by the number of employees reported on the employer's contribution reporting form received by the Trust Fund in the month prior to the election). The nominee who receives the largest number of votes shall be declared the new employer Trustee.

The Trustees shall have full authority to make the arrangements for the election, including the adoption of any election rules which they may deem appropriate. The costs of the election shall be chargeable to the Trust Fund.

8. Appointment of Successor Labor Organization Trustees

In the event of the termination of appointment, resignation, death, or incapacity of a labor organization Trustee, a successor labor organization Trustee shall be appointed by the Executive Secretary-Treasurer of the Southwest Regional Council of Carpenters. The appointment shall be announced in a written notice of appointment issued by the Executive Secretary-Treasurer to the Chairman and Secretary of the Board of Trustees.

9. Individuals Disqualified from Serving as Trustees

No individual who has been convicted of any of the crimes listed in Section 411(a) of the Employee Retirement Income Security Act of 1974 shall be permitted to serve as a Trustee during the period of disqualification specified in the statute.

10. Acceptance of Appointment by Trustees

Each Trustee shall sign a document accepting his appointment as Trustee and agreeing to abide by the terms and provisions of the Trust Agreement.

11. Term of Appointment

Each Trustee shall serve until termination of appointment, resignation, death or incapacity.

12. Termination of Appointment

The appointment of an employer Trustee may be terminated, at any time, by majority action of the other employer Trustees.

The appointment of a labor organization Trustee may be terminated, at any time, by the Executive Secretary-Treasurer of the Southwest Regional Council of Carpenters.

The termination of a Trustee's appointment shall be effective upon the termination date specified in a written notice of termination, addressed to the Chairman and Secretary of the Board of Trustees.

13. Termination of Appointment for Failure to Attend Meetings

The appointment of a Trustee shall be automatically terminated if such Trustee fails to attend three (3) consecutive meetings of the Trustees, without being excused from attendance by specific action of the remaining Trustees noted in the minutes.

14. Termination of Appointment for Conviction of a Crime

The appointment of a Trustee shall be automatically terminated if such Trustee is convicted of any of the crimes listed in Section 411(a) of the Employee Retirement Income Security Act of 1974.

15. Termination of Appointment for Mental Incapacity

The appointment of a Trustee shall be automatically terminated if such Trustee is declared mentally incompetent by court decree.

16. Resignation of Appointment

A Trustee may resign his appointment at any time. Such resignation shall be effective upon the resignation date specified in a written notice of resignation addressed to the Chairman and Secretary of the Board of Trustees.

17. Vacancies

No vacancy in the position of Trustee shall impair the power of the remaining Trustees to administer the affairs of the Trust Fund so long as a quorum exists as specified in Article IV, Section 2 hereof.

18. Return of Books and Records

In the event of the termination of appointment, resignation, or death of a Trustee, the Trustee (or his legal guardian, heirs, or personal representative) shall, upon the request of the Chairman or the Secretary of the Board of Trustees, forthwith turn over to the Chairman or Secretary any and all records, books, documents, monies, and other property in the possession of the Trustee, or under his control, or any electronic version thereof, that belong to the Trust Fund or that were received by him in his capacity as Trustee.

ARTICLE IV

Trust Fund Administration

1. Manner of Voting

Any action to be taken by the Trustees shall require a favorable vote by the employer Trustees and by the labor organization Trustees, according to the unit method of voting. The employer Trustees shall have but one vote among them (which shall be determined by a majority of the employer Trustees present) and the labor organization Trustees shall have but one vote among them (which shall be determined by a majority of the labor organization Trustees present).

2. Constitution of a Quorum

To constitute a valid regular or special meeting of the Trustees, there must be present at least one-half (50%) of the total number of employer Trustees, or duly designated alternates, and one-half (50%) of the total number of labor organization Trustees, or duly designated alternates, then serving.

3. Motions

Any Trustee including the Chairman or Secretary may offer or second any motion or resolution presented for the Trustees' consideration.

4. Prohibition of Proxies

To encourage full attendance at meetings of the Trustees and due consideration of the matters being voted upon there shall be no proxies. A Trustee must be present in order to cast a vote.

5. Regular Meetings

The Trustees shall hold regular periodic meetings consistent with the needs of the Trust Fund business, provided that there shall be at least two (2) regular meetings held during each calendar year. The Trustees shall determine the time and the place of all such meetings.

6. Special Meetings

Either the Chairman or the Secretary or any two (2) Trustees (one employer Trustee and one labor organization Trustee) may call a special meeting of the Trustees by giving written notice to all the other Trustees of the time and place of

such meeting at least ten (10) days before the date set for the meeting, provided that ten (10) days advance notice shall not be necessary if all Trustees are agreeable to an earlier meeting.

7. Action Without a Formal Meeting

The Trustees may take action without a formal meeting by means of (a) a conference telephone call, arranged by the Secretary or the administrative manager, in which all Trustees participate, (b) the presentation of a written motion or resolution sent to all Trustees by the Secretary or the administrative manager via letter, facsimile transmission and/or e-mail and the subsequent obtaining of Trustee votes on the motion or resolution in telephone calls placed to each Trustee by the Secretary or the administrative manager, or (c) the presentation of a written motion or resolution in letters sent to all Trustees by the Secretary or the administrative manager via letter, facsimile transmission and/or e-mail and the subsequent obtaining of Trustee votes on the motion or resolution via letter, facsimile transmission and/or e-mail sent by each Trustee to the Secretary or the administrative manager. The unit method of voting provided for in Article IV, Section 1, will also apply to any action taken under this Section.

Any such action shall be reported in the minutes of the next formal meeting.

8. Arbitration of Deadlocked Issues

In the event the employer Trustees and labor organization Trustees should deadlock on any matter submitted for their concurrence, the dispute may be referred by either group of Trustees to an impartial arbitrator within 30 days unless extended by mutual agreement by both groups in accordance with the labor arbitration rules of the American Arbitration Association. A deadlock shall be deemed to occur when there is a tie vote on any motion before the Trustees.

The Trustees shall attempt to agree on the joint submission of a statement of the issue in dispute. However, if the Trustees cannot jointly agree upon such a statement, each group of Trustees shall submit to the arbitrator, in writing, its version of the issue in dispute. As part of his award, the arbitrator shall state his determination as to the exact issue.

The expenses of any such arbitration, including any court proceedings relating thereto, and the fee of the arbitrator and the reasonable attorney and witness fees of the parties, shall be chargeable to the Trust Fund.

The decision and award of the arbitrator shall be final and binding upon the Trustees and upon all parties whose interests are affected thereby.

The procedure specified in this Section shall be the sole and exclusive procedure for the resolution of deadlocked issues.

9. Election of Officers

The Trustees shall elect a Chairman, Vice-Chairman, Secretary and Assistant Secretary. Two of these officers shall be employer Trustees and two shall be labor organization Trustees. When the Chairman is an employer Trustee, the Vice-Chairman shall also be an employer Trustee; when the Secretary is a labor organization Trustee, the Assistant Secretary shall also be a labor organization Trustee, or vice-versa.

The Officers shall hold office indefinitely, provided that when a particular Chairman, Vice-Chairman, Secretary and Assistant Secretary have held office for two (2) years, or at any time thereafter, the employer Trustees or the labor organization Trustees may obtain, on their request, a rotation of offices or a new election, or both.

An Officer may resign his office at any time. Such resignation shall be effective upon the resignation date specified in a written notice of resignation addressed to the remaining Trustees and mailed to the administrative manager. In case of the resignation, death, incapacity or termination of appointment of either the Chairman or the Secretary, there shall be a new election of all offices. In case of the resignation, death, incapacity or termination of appointment of either the Vice-Chairman or the Assistant Secretary, there shall be a new election of that office only.

10. Duties of Officers

The Chairman shall chair the meetings of the Trustees, shall appoint all committees, and shall carry out such other duties as the Trustees may assign to him. The Vice-Chairman, in the absence of the Chairman, shall act in place of the Chairman and perform the Chairman's duties.

The Secretary shall advise the Trustees as to all correspondence and financial reports pertaining to the Trust Fund and shall keep minutes or records of all meetings, proceedings, and actions of the Trustees, provided that these particular responsibilities may be delegated to the administrative manager or to other professional persons retained by the Trustees. The Assistant Secretary, in the absence of the Secretary, shall act in place of the Secretary and perform the Secretary's duties.

11. Authorized Signatures

The Chairman, or the Vice-Chairman, and the Secretary or the Assistant Secretary, shall sign all negotiable instruments, certificates, contracts, government reports, and other legal documents on behalf of the Trust Fund, provided that the authority for signing negotiable instruments may be delegated to the Corporate Co-Trustee or the administrative manager. All persons doing business with the Trust Fund may rely on such signatures.

If the Trust Fund issues benefit checks to participating employees or their beneficiaries, the signatures of the authorized signers may be affixed thereto by a facsimile signature device or delegated to the administrative manager, under safeguards determined by the Trustees.

12. Compensation and Expenses

No Trustee shall receive any compensation from the Trust Fund for services as a Trustee except as may be allowed under the Employee Retirement Income Security Act of 1974 and as may be authorized by the Trustees.

Each Trustee may be reimbursed out of the Trust Fund for all expenses properly and actually incurred by him in the administration of the Trust Fund.

The Trustees shall establish the conditions for the payment of compensation (if any) and for the reimbursement of expenses.

13. Benefits to Trustees Not Prohibited

Nothing in this Trust Agreement shall prohibit a Trustee from receiving any benefits under the terms of a Benefit Plan, if he is otherwise eligible for the same as a participating employee or as a beneficiary of a participating employee.

ARTICLE V Participation

1. Bargaining Units Entitled to Participate

As of the effective date of this revised and restated Trust Agreement, certain labor organizations have entered into collective bargaining agreements with employers, and employer associations, in the Southern California Lumber Industry, requiring contributions to the Trust Fund. The employees in the bargaining units covered by such agreements, and the employees in the bargaining units which such labor organizations (or their successors) create in the future, shall be allowed to participate in the Trust Fund.

The Trustees, however, shall have the authority to decline or terminate the participation of a particular bargaining unit if (a) the labor organization and the employer fail to provide the Trustees with a copy of their collective bargaining agreement; (b) the language of the contribution provisions in the collective bargaining agreement does not meet the requirements established by the Trustees (if any); (c) the negotiated contribution rate is lesser, or greater, than the contribution rate supporting a particular Benefit Plan then being administered by the Trustees as provided for in Article IX; or (d) there exist other facts and circumstances that, in the Trustees' discretion, justify a declination or termination of participation.

2. Other Bargaining Units

The Trustees shall have the authority to permit labor organizations (other than those specified above) and employers and employer associations in the Southern California Lumber Industry with whom such labor organizations bargain, and the employees in the bargaining units covered by collective bargaining agreements, to participate in the Trust Fund.

The participation of such bargaining units shall be entirely discretionary with the Trustees and shall be subject to whatever terms and conditions they may impose.

3. Staff Employees of Participating Labor Organizations

The Trustees shall have the authority to enter into special agreements directly with participating labor organizations by the terms of which such a labor organization agrees to make contributions to the Trust Fund so that the employees of a labor organization can be covered by the Benefit Plans provided through the Trust Fund.

The acceptance of such special agreements shall be entirely discretionary with the Trustees and shall be subject to whatever terms and conditions they may impose.

4. Staff Employees of Participating Employer Associations

The Trustees shall have the authority to enter into special agreements directly with participating employer associations by the terms of which such an employer association agrees to make contributions to the Trust Fund so that the employees of the employer association can be covered by the Benefit Plans provided through the Trust Fund.

The acceptance of such special agreements shall be entirely discretionary with the Trustees and shall be subject to whatever terms and conditions they may impose.

5. Non-Bargaining Unit Employees of Participating Employers

The Trustees shall have the authority to enter into special agreements directly with participating employers, who are contributing for their bargaining unit employees, by the terms of which such an employer agrees to make contributions to the Trust Fund so that the non-bargaining unit employees of the employer can be covered by the Benefit Plans provided through the Trust Fund. To the extent allowed by law, the Trustees may deem corporate owner-officers, sole proprietors, partners of participating employers, office and clerical staff, executives and supervisors and other employees as "participating employees" and permit them to be included as non-bargaining unit employees. All such non-bargaining unit employees must, however, comply with the eligibility requirements of the Benefit Plans and the employer must agree that all non-bargaining unit employees shall be included who work under similar

circumstances or in related types of employment.

The acceptance of such special agreements shall be entirely discretionary with the Trustees and shall be subject to whatever terms and conditions they may impose.

6. Trust Fund Employees

The Trustees shall have the authority to provide the employees of the Trust Fund (if any) with the Benefit Plans provided through the Trust Fund. The cost of such coverage may be chargeable to the Trust Fund.

Such coverage shall be entirely discretionary with the Trustees and shall be subject to whatever terms and conditions they may impose.

7. Unauthorized Participation

The only individuals who shall be entitled to participate in the Trust Fund shall be those employees who are within the bargaining units described in Sections 1 and 2, or who are within the groups described in Sections 3, 4, 5 and 6 above. It is expected that participating employers will submit contributions only on behalf of such employees. The receipt by the Trust Fund of contributions which may be submitted on behalf of individuals who are not eligible to participate shall not estop the Trustees from declining or terminating the participation of such individuals, nor shall it constitute a waiver of any of the provisions of this Article or of the Benefit Plans.

ARTICLE VI Trustee Responsibilities

1. General Duty—Receipt of Contributions and Administration of Benefit Plans

It shall be the general duty of the Trustees to receive the contributions from participating employers and the contributions from participating employees (if any) and any other income or assets that they may receive and, with such, to administer the Benefit Plans for the participating employees and their beneficiaries.

Additionally, the Trustees shall have the specific duties set forth in this Trust Agreement and such other duties as are imposed upon them by Section 302(c) of the Labor Management Relations Act of 1947, the Employee Retirement Income Security Act of 1974 and other applicable laws.

2. Compliance with the Internal Revenue Code

The Trustees shall administer the Trust Fund and the Benefit Plans so that, to the extent allowed in the Internal Revenue Code, employer contributions are tax deductible, the Trust Fund is tax exempt, and the value of the benefits is

excludable from the recipients' taxable income.

3. Basis of Payments to and from Trust Fund

The basis on which contributions of participating employers and contributions of participating employees (if any) are made shall be as specified in the underlying collective bargaining agreement or special agreement (but see Article IX). The basis on which benefits are paid out of the Trust Fund shall be as specified in the Benefit Plans.

4. Application of Trust Fund Assets

As required by Section 403(c)(1) of the Employee Retirement Income Security Act of 1974, the assets of the Trust Fund shall never inure to the benefit of any participating employer and shall be held for the exclusive purposes of providing benefits to participating employees and their beneficiaries and defraying reasonable expenses of administering the Benefit Plans. This provision does not prevent a refund of contributions erroneously paid to the Trust Fund, as allowed by ERISA 403(c)(2) and under the conditions of Article VIII, Section 16.

5. Fiduciary Standards

As required by Section 404(a)(1)(A) and (B) of the Employee Retirement Income Security Act of 1974, the Trustees shall discharge their duties and administer the Trust Fund assets solely in the interest of the participating employees and their beneficiaries and for the exclusive purposes of (a) providing benefits to participating employees and their beneficiaries, and (b) defraying reasonable expenses of Benefit Plan administration.

In carrying out their duties, the Trustees shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

6. Deposits

The contributions, or any other monies which the Trustees may receive, shall be deposited with the Corporate Co-Trustee pending the allocation of such monies for the payment of current benefits and expenses, or for investment.

7. Investments

The Trustees shall invest all contributions or other monies not required for the payment of current benefits and expenses. The Trustees may invest and reinvest, without distinction between principal and income, in bank accounts, savings and loan accounts, securities i.e. common stocks, preferred stocks and bonds (foreign and domestic), mortgages, debentures, certificates of deposit, bankers acceptances, equipment trust certificates, deeds of trust, notes, commercial paper, real estate, insurance contracts, and in such other property, real, personal, or mixed, as they deem prudent, provided that in the making of investments, the Trustees shall diversify such investments as required by Section

404(a)(1)(C) of the Employee Retirement Income Security Act of 1974 so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. Further, no investment shall be made which would constitute a "prohibited transaction" within the meaning of Section 406 of such Act, provided that the Trustees shall have the authority to apply to the Secretary of Labor for a conditional or unconditional exemption from any of the "prohibited transaction" rules, as they may deem necessary in the administration of the Trust Fund and the Benefit Plans.

The Trustees in their discretion may sell, mortgage, pledge, lease or otherwise dispose of any asset; vote upon any stocks, bonds or other securities of any corporation or other issuer at any time held in the Trust Fund, or otherwise consent to or request any action on the part of such corporation or other issuer; give general or specific proxies or powers of attorney, with or without power of substitution, and participate in reorganizations, recapitalizations, consolidations, mergers and similar transactions with respect to such securities; deposit such stocks or other securities in any voting trust, with any protective or like committee, with a trustee or with depositories designated thereby; exercise any subscription rights and conversion privileges; and generally exercise any of the powers of an owner with respect to stocks or other securities or property comprising the Fund.

8. Specifically Permitted Investments

The monies of the Trust Fund may be invested in (a) a common or collective trust fund, or pooled investment fund, maintained by an investment manager, bank or trust company supervised by the United States or a state, including a short term investment fund, (b) in a pooled investment fund of an insurance company, or (c) in a mutual fund maintained by an investment manager.

9. Title to Investments and Other Assets

Title to all investments or other assets of the Trust Fund shall be maintained in the name of the Trust Fund, provided that for convenience in transferring stocks, bonds, or other negotiable securities, title to such securities may be held in the name of the Trust Fund's Corporate Co-Trustee, or of its nominee.

Except as may be authorized by regulation of the Secretary of Labor, the indicia of ownership of all investments and other assets of the Trust Fund shall not be maintained outside the jurisdiction of the district courts of the United States.

10. Fidelity Bond

The Trustees shall procure a fidelity bond in the amount required by Section 412(a) of the Employee Retirement Income Security Act of 1974 covering each Trustee or other person who receives, handles, disburses, or otherwise exercises custody or control of any of the funds or other property of the Trust Fund. The cost of such bond shall be chargeable to the Trust Fund, provided that, if such

bond covers persons other than the Trustees or their employees (if any), and if there is an additional premium for the coverage for such other persons, the additional premium shall be chargeable to such other persons.

11. Records

The Trustees shall maintain all hard copy or electronic records of their administration of the Trust Fund, including records of all receipts and disbursements, all investments purchased or sold, the texts of all Benefit Plans, all employee eligibility listings, all minutes of Trustee meetings, and all correspondence. No such record shall be destroyed except upon the specific action of the Trustees, and destruction shall not be directed until a period of eight (8) years has elapsed from the date the record was created.

12. Annual Audit

The Trustees shall engage, on behalf of the participating employees and their beneficiaries, an independent qualified public accountant and shall authorize such accountant to conduct an annual financial examination of the Trust Fund, as required by Section 103(a)(3)(A) of the Employee Retirement Income Security Act of 1974. The cost of such examination shall be chargeable to the Trust Fund.

A statement of the results of each such examination shall be submitted to the Trustees for their review and, further, shall be made part of the Trust Fund's annual report.

13. Summary Plan Description

The Trustees shall furnish to the Department of Labor, upon request, a summary plan description and any modifications or changes in the information contained in such description, as required by Section 104(a) of the Employee Retirement Income Security Act of 1974.

The Trustees shall also furnish to participating employees and to each beneficiary receiving benefits copies of the summary plan description and copies of any modifications or changes in the information in such description, as required by Section 104(b)(1) of such Act, and copies of the Summary of Benefits and Coverage (SBC) or copies of any modifications or changes in the information in such SBC, as required by Section 2715 of the Public Health Service Act, as amended by the Patient Protection and Affordable Care Act of 2010.

14. Annual Report

The Trustees shall prepare and file with the Department of Labor an annual report, as required by Section 103 of the Employee Retirement Income Security Act of 1974. The Trustees shall also furnish to participating employees summaries of the annual reports as required by Section 104(b)(3) of such Act.

15. Documents to be Examined or Furnished

The Trustees shall make copies of (a) this Trust Agreement, (b) the latest updated summary plan description, (c) the latest annual report, (d) the applicable collective bargaining agreement, and (e) any other contracts or instruments under which a Benefit Plan is established or operated available for examination by participating employees or their beneficiaries in the Trust Fund's Administrative Office, as required by Section 104(b)(2) of the Employee Retirement Income Security Act of 1974. This provision shall also apply to participating employers and labor organizations.

The Trustees shall, upon written request by a participating employee or his beneficiary, furnish to the participating employee or beneficiary a copy of (a) this Trust Agreement, (b) the latest updated summary plan description, (c) the latest annual report, (d) any terminal report, (e) the applicable collective bargaining agreement, and (f) any other contracts or instruments under which a Benefit Plan is established or operated, as required by Section 104(b)(4) of such Act. Such copies shall be furnished within thirty (30) days of the request. The Trustees may impose a reasonable charge for such copies as may be allowed by regulation of the Secretary of Labor. This provision shall also apply to participating employers and labor organizations.

16. Procedure for Establishing Funding Policy

The Trustees shall meet periodically with such Trust Fund advisers as may be appropriate, for the purpose of anticipating the short run and long run financial needs of the Trust Fund. Thereupon, the Trustees shall adopt an appropriate funding policy and method for the Trust Fund.

The funding policy and method shall be considered by the Trustees in the management of Trust Fund investments. In the event the management of Trust Fund investments has been delegated to an investment manager, the funding policy and method shall be considered by such manager.

17. Procedure for Review of Denied Benefit Claims

The Trustees shall establish procedures whereby participating employees or their beneficiaries are afforded a reasonable opportunity for a full and fair review of any denied claims as required by Section 503 of the Employee Retirement Income Security Act of 1974 and corresponding regulations, and Section 2719 of the Public Health Service Act, as amended by the Patient Protection and Affordable Care Act of 2010 and corresponding regulations.

ARTICLE VII

Allocation or Delegation of Trustee Responsibilities

1. Allocation of Responsibilities to Committees

The Trustees may allocate to one or more committees of Trustees all or part

of the following responsibilities, with full power to act: (a) the responsibility for managing the Trust Fund investments (if not otherwise delegated to an investment manager); (b) the responsibility for reviewing and determining benefit claims of participating employees and their beneficiaries; (c) the responsibility for conducting hearings and issuing determinations as provided for in the Trust Fund's Benefit Claim and Appeal Procedures; (d) the responsibility for resolving questions or problems that may be encountered in connection with payroll auditing activities; (e) the responsibility for resolving questions or problems that may be encountered in connection with the collection of delinquent employer accounts; (f) the responsibility for resolving questions or problems that may be encountered in connection with the day-to-day work of the administrative manager; (g) the responsibility for reviewing the performance of the investment manager (if any), and of the other professional persons retained by the Trustees; and (h) any other responsibility involving this Trust Fund or the Benefit Plans.

In the event the Trustees elect to allocate any of the stated responsibilities they shall do so by the adoption of a motion or resolution calling for the appointment of a committee of Trustees (consisting of equal representation by employer Trustees and labor organization Trustees) and specifying the particular responsibility that is being allocated. With respect to the responsibility that is allocated, the committee shall have all the powers of the full Board of Trustees. Any action to be taken by the committee shall be determined according to the voting formula contained in Article IV, Section 1 hereof. If the committee members deadlock on any matter submitted for their concurrence, such matter shall be referred to the full Board of Trustees for review and action.

2. Delegation of Investment Responsibilities

The Trustees may delegate all or part of their responsibilities for the management of the Trust Fund investments to one or more investment managers, as that term is defined in Section 3(38) of the Employee Retirement Income Security Act of 1974, i.e., (a) an investment adviser registered as such under the investment Advisers Act of 1940, (b) a bank as defined in that Act, or (c) an insurance company qualified to manage, acquire, or dispose of employee benefit plan assets under the law of more than one state.

In the event the Trustees elect to delegate investment responsibility they shall do so by the adoption of a motion or resolution making the delegation to a designated investment manager. The delegation shall be effective when the investment manager accepts the delegation and acknowledges in writing his status as a fiduciary with respect to the Trust Fund.

3. Delegation of Other Responsibilities

The Trustees may delegate all or part of their responsibilities with respect to the administration of the Trust Fund or the Benefit Plans (except investment responsibilities) to their administrative manager or to any other person or entity whom they may designate for such purpose.

In the event the Trustees elect to delegate a particular responsibility they shall do so by the adoption of a motion or resolution making the delegation to a designated person or entity. The delegation shall be effective when the designated person or entity accepts the delegation. If the delegation involves a responsibility other than one which is ministerial in nature, the designated person or entity shall also acknowledge in writing his status as a fiduciary with respect to the Trust Fund.

4. Review of Performance

In the event the Trustees elect to allocate or delegate Trustee responsibilities they shall periodically review the performance of the persons to whom the responsibilities have been delegated.

ARTICLE VIII Trustee Powers

1. General Powers

Except as may be expressly limited by the terms of this Trust Agreement, the Trustee shall have full and exclusive authority to control and administer the Trust Fund and the Benefit Plans which they administer.

The authority of the Trustees not only encompasses the specific powers recited in the various paragraphs of this Trust Agreement but also includes the general power to do all things and take all actions, including the expenditure of Trust Fund monies, which they may deem necessary to carry out the purpose of this Trust Agreement. The Trustees may implement their powers through the adoption of appropriate motions, resolutions, or administrative rules and regulations. Unless otherwise stated in this Trust Agreement, the Trustees will serve as fiduciaries in the creation, administration and design of any employee welfare benefit plan hereunder and in the implementation of any action resulting from these functions or in the exercise of any other general or specific power set out in this Trust Agreement.

2. Specific Powers Discretionary

The recitation of specific powers in this Trust Agreement shall not be interpreted as compelling the exercise of any such power. The exercise of specific powers is discretionary with the Trustees.

3. Administration of Employee Benefit Plans

The Trustees shall have the authority to administer one or more welfare plans, encompassing hospital-medical-surgical benefits, prescription drug benefits, vision benefits and death and dismemberment benefits, and one or more dental plans encompassing dental care benefits, as such plans exist on the effective date of this revised and restated Trust Agreement.

The Trustees shall have the authority to make future amendments to such Benefit Plans, including amendments that expand, restrict or terminate all or part of the rules relating to eligibility for benefits and to the amount and nature of such benefits, or to terminate the Benefit Plans in whole or in part, as they may determine. Amendments may be made on a prospective or retroactive basis.

4. Additional Benefit Plans

The Trustees shall have the authority to create and administer additional employee welfare benefit plans as may be lawful under Section 302(c) of the Labor Management Relations Act of 1947 and under Section 3(1) of the Employee Retirement Income Security Act of 1974.

The Trustees shall have the authority to make future amendments to such Benefit Plans, including amendments that expand, restrict or terminate all or part of the rules relating to eligibility for benefits and to the amount and nature of such benefits, or to terminate the Benefit Plans in whole or in part, as they may determine. Amendments may be made on a prospective or retroactive basis.

5. Means of Providing Benefits

The Trustees shall have the authority to provide the benefits, in whole or in part, directly from the Trust Fund or may arrange with an insurance carrier, service organization, health maintenance organization or other entity, to underwrite or provide such benefits.

6. Facility of Payment

The Trustees shall have the authority to adopt rules by the terms of which benefit payments owing to minors or incompetents may be paid instead to a person or institution providing care or other services to such minor or incompetent.

7. Self-Payments by Employees

The Trustees shall have the authority to include provisions in the Benefit Plans by the terms of which participating employees, during periods of strikes, lockouts, employer delinquencies, leaves of absence, disabilities, layoffs, termination, or retirement may be permitted to make contributions on their own behalf.

8. Administrative Manager

The Trustees shall have the authority to retain or employ at the expense of the Trust Fund, an administrative manager to assist the Trustees in the day-to-day administration of the Trust Fund and the Benefit Plans subject to the control, direction and authority of the Board of Trustees. Such assistance may include the receipt and recording of contributions, the processing of delinquent accounts, the preparation of employee eligibility listings, the processing of benefit applications, the payment of benefits, the maintenance of financial records, and the handling

of routine communications.

The Trustees shall periodically review the performance of the administrative manager.

9. Corporate Co-Trustee

The Trustees shall continue to retain, at the expense of the Trust Fund, U.S. Bank or other corporate banking institution as the Trust Fund's Corporate Co-Trustee or Custodian. The responsibilities of the Corporate Co-Trustee shall be spelled out in a Corporate Co-Trustee agreement between the banking institution and the Trustees and shall include but not be limited to (1) the acceptance and deposit of the contributions from participating employers, (b) the payment of all administrative expenses, including the fees of the administrative manager, the fees of other professional or non-professional help, and the out-of-pocket expenses of the Trustees, (c) the providing of custodial services for all Trust Fund assets, and (d) the management of certain short-term investments. The Trustees shall also have the authority to retain, at the expense of the Trust Fund, Union Bank, or other commercial banking institution, as the Trust Fund's commercial banking institution under any standard commercial banking agreement.

The Trustees shall periodically review the performance of the Corporate Co-Trustees and/or commercial banking institution.

10. Other Professional and Non-Professional Help

The Trustees shall have the authority to retain or employ at the expense of the Trust Fund, one or more accountants, actuaries, attorneys, employee benefit plan consultants, investment managers, payroll auditors, and other professional or nonprofessional help, as they may deem necessary in the administration of the Trust Fund and the Benefit Plans.

The Trustees shall periodically review the performance of their professional help and non-professional help.

11. Obtaining of Necessary Premises, Equipment, and Supplies

The Trustees shall have the authority to purchase or lease suitable premises and equipment and to purchase materials and supplies, at the expense of the Trust Fund, as they may deem necessary in the administration of the Trust Fund and the Benefit Plans.

12. Insurance

The Trustees shall have the authority to purchase policies of insurance (liability, property damage, casualty, and errors and omissions) to protect the Trust Fund and to protect themselves and their employees (if any) with respect to their activities on behalf of the Trust Fund as they may deem necessary. The cost of such insurance policies shall be chargeable to the Trust Fund, provided

that, if such insurance policies cover persons other than the Trustees or their employees (if any), and if there is an additional premium for the coverage for such other persons, the additional premium shall be chargeable to such other persons.

Any policy of errors and omissions insurance which covers the Trustees individually shall contain a recourse clause as required by Section 410(b)(1) of the Employee Retirement Income Security Act of 1974, provided that nothing herein shall prevent a Trustee or other fiduciary (or employer, employer association, administrative manager, or labor organization, or other organization acting on his behalf) from purchasing for the Trustee or other fiduciary a waiver of the recourse clause or a separate policy insuring against such recourse.

13. Borrowing Money

The Trustees shall have the authority to borrow money for the Trust Fund, with or without security, as they may deem necessary in the administration of the Trust Fund and the Benefit Plans.

14. Reserve Funds

The Trustees shall have the authority to maintain reasonable reserve funds for future contingencies as they may deem necessary in the administration of the Trust Fund and the Benefit Plans.

15. Payment of Taxes

The Trustees shall have the authority to pay, at the expense of the Trust Fund, all real and personal taxes, and other taxes and assessments of any kind, that may be lawfully levied or assessed against the Trust Fund.

16. Refunds of Contributions Erroneously Paid

The Trustees shall have the authority to refund to a participating employer contributions erroneously paid by such employer as allowable under 403(c) of the Employee Retirement Income Security Act of 1974, in accordance with the following paragraph and the Trust Fund's Refund Policy.

Contributions erroneously made can be adjusted if the payment has not resulted in the extension of eligibility, to identifiable individuals, or in payment of premiums or benefits on behalf of such individuals. Credit against future contributions may be allowed by the employer to offset the erroneous payments if the employer remains a participating employer and the above conditions are met. Upon making a refund or credit to the employer in accordance with this paragraph, the Fund shall be fully discharged of any and all obligations to the employer arising out of the erroneously made contributions. All requests for refunds or credits must be in writing and directed to the administrative manager.

17. Prosecution of Legal Actions or Claims

The Trustees shall have the authority to originate and maintain any legal actions or claims involving potential legal actions, at the expense of the Trust Fund, as they may deem necessary in the administration of the Trust Fund and the Benefit Plans. All such actions and claims shall be prosecuted in the name of the Trust Fund or in the name of an assignee.

18. Defense of Legal Actions or Claims

The Trustees shall have the authority to defend all legal actions, claims involving potential legal actions, and investigatory proceedings initiated against the Trust Fund or against one or more of the Trustees, former Trustees, administrative manager, or against one or more of the employees of the Trust Fund (if any) that relate to the administration of the Trust Fund or the Benefit Plans. Except as stated below, the defense of such actions, claims and proceedings shall be at the expense of the Trust Fund.

If the final court decree establishes personal liability on the part of the specified Trustees, administrative manager, or employees (if any) for breach of their fiduciary responsibilities, as permitted by Section 409(a) of the Employee Retirement Income Security Act of 1974, and orders that the specified persons are to bear the expenses of their own defense, their attorney fees shall not be chargeable to the Trust Fund. If attorney fees and costs have already been charged to the Trust Fund, the specified persons shall be obligated to repay the Trust Fund for their pro-rata share of such fees and costs.

19. Compromise of Legal Actions or Claims

The Trustees shall have the authority to compromise, settle, or release all legal actions or claims involving potential legal actions, in favor of or against the Trust Fund, on such terms and conditions as they may determine.

20. Penalties for False or Withheld Information

The Trustees shall have the authority to adopt rules and regulations by the terms of which reasonable penalties or forfeitures may be imposed upon participating employees or beneficiaries who (a) falsify any information requested of them in the administration of the Trust Fund and the Benefit Plans, or (b) fail to provide requested information within a reasonable time.

21. Correction of Errors

It is recognized and acknowledged by all parties that the Trustees will provide eligibility credits or benefits to participating employees and their beneficiaries based on Trust Fund records. It is also recognized and acknowledged that such records could be incorrect due to (a) employers reporting individuals who are not eligible for participation, (b) employers reporting incorrect names or incorrect social security numbers, (c) employers reporting more (or less) than the hours or contributions required to be reported, (d) delinquent employer reports, (e) employees or beneficiaries submitting incorrect

or false benefit applications, (f) recording or computation errors by the administrative manager, (g) computer errors, or (h) other similar circumstances. The Trustees shall have the authority to correct the Trust Fund records whenever errors are discovered and to terminate participation, adjust eligibility credits or benefits, or seek the recovery of benefit overpayments, as they may determine.

22. Participation in Certain Non-Profit Organizations

The Trustees shall have the authority to participate in nonprofit foundations, corporations, councils, committees, or other organizations that have as their purpose (a) the alleviation of physical or mental disease, or of other conditions or hazards that require the care or service being paid for through the Benefit Plans administered by the Trustees, or (b) the improvement in the availability of, and quality of, medical care, or of other care or service being paid for through the Benefit Plans, or the reduction in the costs of such care or service. If the Trustees act to participate in any such non-profit organization, the membership or participation fees of the organization shall be chargeable to the Trust Fund.

Further, to the extent that such is not prohibited by the Employee Retirement Income Security Act of 1974, the Trustees may make loans, grants, or donations to any such non-profit organizations, in reasonable amounts, out of the reserves of the Trust Fund.

23. Participation in Non-Profit Educational Organizations

The Trustees shall have the authority to participate in nonprofit foundations, corporations, councils, committees, or other organizations which sponsor educational programs or provide educational materials pertaining to the administration of trust funds of this nature and of employee benefit plans. If the Trustees act to participate in any such non-profit organization, the membership or participation fees of the organization shall be chargeable to the Trust Fund.

The Trustees shall also have the authority to purchase educational materials and to provide for the attendance of the Trustees or the administrative manager, or of such of their employees (if any), as they may designate, at educational conferences and meetings. The costs of such materials and attendance shall be chargeable to the Trust Fund.

24. Reciprocity

The Trustees shall have the authority to enter into reciprocal agreements with other employee welfare benefit trust funds for the exchange of eligibility credits or monies, or for the payment of pro-rata benefits, in order to protect employees who may terminate their participation in the Trust Fund and begin participation in a reciprocal trust fund, and vice-versa.

25. Coordinated Administration

The Trustees shall have the authority to coordinate the administration of the Trust Fund and of the Benefit Plans with the administration of other benefit trust

funds and benefit plans, to such extent as they may determine.

26. Protected Health Information under the Privacy and Security Rules

The Trustees shall provide certification to the Trust Fund that they agree to not use or disclose Protected Health Information ("PHI") other than as permitted or required by the Plan documents(s) or as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the corresponding regulations for compliance with the Privacy and Security Rules. The Trustees shall have the authority to implement policies and procedures and take any other action which may be required in order to comply with the HIPAA and HITECH Acts and the Privacy and Security Rules. Any omissions or oversights in the use and/or disclosure of PHI will be resolved in accordance with the applicable law and its regulation(s).

27. Mergers

It is recognized that at some time or times in the future, the Trustees may deem it in the best interest of the Trust Fund and of the participating employers, employer associations, labor organizations, and employees to accept the merger of another employee welfare benefit trust fund into the Trust Fund, or to merge the Trust Fund into another employee welfare benefit trust fund.

In the event that another employee welfare benefit trust fund is to be merged into the Trust Fund, the Trustees shall have the authority to negotiate and consummate an appropriate merger agreement, and pursuant thereto, to accept a transfer of the remaining monies, assets, and liabilities from the other trust fund. In the event the Trust Fund is to be merged into another employee welfare benefit trust fund, the Trustees shall have the authority to negotiate and consummate an appropriate merger agreement, and pursuant thereto, to terminate the Trust Fund and to transfer the remaining monies, assets, and liabilities to the other trust fund.

28. Interpretation and Application of Documents

The Trustees shall have the authority to interpret and apply the provisions of this Trust Agreement, or of the Benefit Plans, or of their own motions, resolutions, and administrative rules and regulations, or of any contracts, instruments, or writings that they may have adopted or entered into.

ARTICLE IX

Contributions and Collections

1. Contribution Reporting Forms

The Trustees shall create and make available, at the expense of the Trust Fund, contribution reporting forms for the use of participating employers in making their contributions.

2. Contribution Amount for Health and Welfare Benefits - Managed Care Plan

Effective June 1, 1991, each employer and labor organization participating in the Trust Fund by virtue of a signed collective bargaining agreement or special agreement providing for monthly contributions for health and welfare benefits may participate only if their collective bargaining agreement or special agreement requires contributions in an amount equal to the composite rate (or tiered rates, if applicable) established annually by the Board of Trustees.

In the event a collective bargaining agreement or special agreement requires monthly contributions in excess of the rate(s) established by the Trustees, the Trustees may in their discretion allow participation, but any contribution amount received over the established rate(s) shall be returned to the participating employer or participating labor organization. If the collective bargaining agreement or special agreement requires monthly contributions in an amount less than the established rate(s), the Trustees shall have the authority to reject the contributions and disallow participation.

3. Contribution Amount for Dental Benefits - Managed Care Plan

Effective June 1, 1991, each employer and labor organization participating in the Trust Fund by virtue of a signed collective bargaining agreement or special agreement providing for monthly contributions for dental benefits may participate only if their collective bargaining agreement or special agreement requires contributions in an amount equal to the composite rate (or tiered rates, if applicable) established annually by the Board of Trustees.

In the event a collective bargaining agreement or special agreement requires monthly contributions in excess of the rate(s) established by the Trustees, the Trustees may in their discretion allow participation, but any contribution amount received over the established rate(s) shall be returned to the participating employer or participating labor organization. If the collective bargaining agreement or special agreement requires monthly contributions in an amount less than the established rate(s), the Trustees shall have the authority to reject the contributions and disallow participation.

4. Contribution Amount for Health and Welfare Benefits – Select Choice Plan

Effective September 1, 2008, each employer and labor organization participating in the Trust Fund by virtue of a signed collective bargaining agreement or special agreement providing for monthly contributions for health and welfare benefits may participate only if their collective bargaining agreement or special agreement requires contributions in an amount equal to the composite rate (or tiered rates, if applicable) established annually by the Board of Trustees.

In the event a collective bargaining agreement or special agreement requires monthly contributions in excess of the rate(s) established by the Trustees, the Trustees may in their discretion allow participation, but any contribution amount received over the established rate(s) shall be returned to the participating employer or participating labor organization. If the collective bargaining agreement or special agreement requires monthly contributions in an amount less than the established rate(s), the Trustees shall have the authority to reject the contributions and disallow participation.

5. Contribution Amount for Dental Benefits – Select Choice Plan

Effective September 1, 2008, each employer and labor organization participating in the Trust Fund by virtue of a signed collective bargaining agreement or special agreement providing for monthly contributions for dental benefits may participate only if their collective bargaining agreement or special agreement requires contributions in an amount equal to the composite rate (or tiered rates, if applicable) established annually by the Board of Trustees.

In the event a collective bargaining agreement or special agreement requires monthly contributions in excess of the rate(s) established by the Trustees, the Trustees may in their discretion allow participation, but any contribution amount received over the established rate(s) shall be returned to the participating employer or participating labor organization. If the collective bargaining agreement or special agreement requires monthly contributions in an amount less than the established rate(s), the Trustees shall have the authority to reject the contributions and disallow participation.

6. Method of Computing Contributions

Monthly contributions shall be made to the Southern California Lumber Industry Welfare Fund by transmittal to the custodian bank for each employee working or paid for sixty-four (64), seventy (70), eighty (80) or one hundred (100) hours or more per month or according to such other formula if provided in the applicable collective bargaining agreement and approved by the Trustees in advance of the effective date of the collective bargaining agreement. Hours worked include straight time and overtime hours. Hours paid for generally include vacation, holiday and sick leave whether specifically included in the collective bargaining agreement or not.

Those agreements providing weekly contributions must require a weekly contribution which is no less than the equivalent of the required monthly contribution divided by 4 $\frac{1}{3}$; those agreements providing hourly contributions must require no less than an hourly contribution which is the equivalent of the required monthly contribution divided by 173 hours; these calculations shall be followed with respect to all types of coverage. Also, all contributions paid to the Fund for an employee for a given month will be accumulated and coverage will be provided when the sums so accumulated equal the required monthly rate of contribution.

During each month each participating employer who employs carpenters or installers who may work part of their time on the premises or in the shop or yard of the employer and may also work for the employer away from such shop, or yard or premises of the employer but on the job site where certain installations are being made by such employee for the employer, the employer shall contribute to this Plan at an hourly rate up to a maximum not to exceed 173 hours in any one month for all hours such employees work or are paid (including vacation and holiday time) in the shop, yard or premises of the employer, provided such employees are covered by a collective bargaining agreement and the employer is signatory to that agreement.

7. Contribution Due Date

All contributions shall be made by the employers or their representatives only and shall be due by the 1st but not later than the 15th of each calendar month based on hours worked or paid for in the previous month.

8. Delinquent Contributions

A participating employer shall be considered to be delinquent in the payment of contributions if he (a) fails to submit a contribution reporting form, and the contributions detailed herein, by the close of business on the 15th of each month, (b) fails to submit contributions on behalf of all the employees for whom contributions are required under the underlying collective bargaining agreement or special agreement, (c) fails to compute properly the contributions according to the required contribution formula as set out in Article IX, Sections 2, 3, 4, and 5; or (d) fails to submit the required contributions when his collective bargaining agreement has expired but he has, by law, a continuing obligation, to bargain with a participating Labor Organization.

The Trustees shall undertake reasonable efforts, at the expense of the Trust Fund, to collect known delinquent contributions and related claims.

9. Employer Liability

A participating employer shall be personally and directly liable to the employee under this agreement for any and all losses suffered by the employee who is denied benefits because of the employer's failure to make the required contributions. If the required contributions are not made, the employee's coverage may be terminated at the later of a thirty (30) day grace period from the date contributions are due and payable or when eligibility would otherwise cease.

10. Audit of Employer Books and Records

The Trustees shall have the authority, at the expense of the Trust Fund, to audit the payroll books and records of a participating employer, either directly or through a qualified public accountant, as they may deem necessary in the administration of the Trust Fund. Such payroll audit may be undertaken pursuant to a routine payroll audit program or on an individual basis.

Whenever a payroll audit is authorized, the participating employer involved shall make available to the Trustees, or the qualified public accountant designated by them, its payroll books and records. Such books and records shall include (a) all records which the employer may be required to maintain under Section 209(a)(1) of the Employee Retirement Income Security Act of 1974, and (b) time cards, payroll journals, payroll check registers, cancelled payroll checks, copies of the employer's federal, state and local payroll tax reports, and all other documents and reports that reflect the hours and wages, or other compensation, of the employees or from which such can be verified in hard copy and/or electronic format.

In the event the payroll audit discloses that the participating employer has not made contributions in the amount required by Article IX, Sections 2, 3, 4, and 5, and the amount owing for these contributions exceeds 10% of the amount that should have been paid, the employer shall be liable for the costs of the audit. In addition, the employer shall be liable for liquidated damages and interest as provided below in Article IX, Section 11. The Trustees shall have the authority, however, to waive all or part of such costs for good cause shown.

11. Liquidated Damages and Interest

It is recognized and acknowledged by all parties, including the participating employers, that the regular, prompt and accurate payment of contributions is essential to the efficient and fair administration of this Trust Fund and its Benefit Plans and that it would be extremely difficult, if not impossible, to fix the actual expense and damage to the Trust Fund over and above attorneys fees and other collection costs, that would result from the failure of a participating employer to make timely payment of contributions. Therefore, if any participating employer shall be delinquent in the payment of contributions, such employer shall be liable, in addition, for liquidated damages of ten percent (10%) of the amount of the contributions due if such contributions are more than ten days delinquent. In case legal action is necessary to collect the delinquent account which results in a court judgment on such account, the above ten percent (10%) liquidated damages shall be increased to twenty percent (20%) of contributions. In addition, if delinquent contributions plus liquidated damages are not paid within fifteen (15) days from the date of assessment, then the participating employer shall be assessed interest at the rate of ten percent (10%) per annum from the due date until they are paid plus attorneys fees and other collection costs. The Trustees shall have the authority, however, to waive all or part of the liquidated damages, interest, or attorneys fees and costs for good cause shown.

12. Assignment of Claims to Third Persons and Attorneys Fees and Costs

The Trustees shall also have the right to assign such claim for delinquent payments to a third person or persons, and such assignee may in his own name bring an action at law to collect such delinquent payments. In the event such

action is brought by the administrative manager or by the assignee it is agreed that such defaulting employer shall also be liable not only for the principal sum then owing but all other collection costs, interest, attorneys fees, and damages provided for in Article IX, Section 11 above. The Trustees shall have the authority, however, to waive all such damages, interest, costs and attorneys fees for good cause shown.

13. Venue of Collection Actions

In the event a collection suit is initiated, venue of such suit may be laid in a court of competent jurisdiction (federal or state) in the county, district, or borough in which the Trust Fund has an office, at the option of the Trustees.

14. Protection of Employees in Cases of Delinquency

To protect participating employees and beneficiaries in situations where participating employees may be denied eligibility credits or benefits because their employer is delinquent in the payment of contributions, the Trustees shall have the authority to extend eligibility credits to such employees or to direct the payment of benefits to them, or to their beneficiaries, in whole or in part as they may determine.

The extension of eligibility credits or the payments of benefits shall not, however, release the delinquent employer from the responsibility for payment of the contributions owed.

15. Coordination with Provisions in Collective Bargaining Agreements

In the event the underlying collective bargaining agreement contains provisions relating to delinquencies that specify additional remedies, or obligate the delinquent employer to greater amounts of liquidated damages, interest, or attorney fees than those set forth herein, the Trustees, at their option, may pursue the additional remedies or impose the greater charges.

The Trustees shall not be obligated, however, to pursue the collection of delinquent accounts through the grievance-arbitration procedures (if any) provided for in the underlying collective bargaining agreement.

ARTICLE X Limitations

1. Liabilities and Debts of Trust Fund

No previous signatory party, no Trustee, and no participating employer, employer association, labor organization, employee or beneficiary shall be responsible for the liabilities or debts of the Trust Fund.

2. Personal Liabilities of Trustees

No Trustee shall incur any personal liability in connection with the

administration of the Trust Fund or the Benefit Plans, except for such liability that may be established in accordance with Section 409(a) of the Employee Retirement Income Security Act of 1974.

Except as may be required by applicable provisions of such Act, no Trustee shall be held personally liable for any breach of fiduciary responsibilities in connection with the administration of the Trust Fund or the Benefit Plans where it is established (a) that the responsibilities at issue were lawfully allocated or delegated to other Trustees or fiduciaries, or (b) that in carrying out the responsibilities at issue the Trustee reasonably relied upon the advice given by the administrative manager or by one or more of the advisers retained by the Trustees.

No Trustee shall be personally liable for a breach of fiduciary responsibilities if such breach was committed before he became a Trustee or after he ceased to be a Trustee.

3. Judgments Against Trust Fund

Any money judgment against the Trust Fund shall be enforceable only against the Trust Fund entity and shall not be enforceable against any Trustee or other person, unless liability against the Trustee or other person, in his individual capacity, is established in accordance with Section 409(a) of the Employee Retirement Income Security Act of 1974.

4. Participating Parties' Rights

Except as specifically provided for in this Trust Agreement or in the Benefit Plans, no participating employer, employer association, labor organization, or employee, or any beneficiary of a participating employee shall have any right, title or interest in or to the Trust Fund, or in or to the contributions, or in or to the benefits provided.

No participating employee shall be entitled to receive any part of the contributions in lieu of the benefits provided through a Benefit Plan, nor shall a participating employee who does not qualify for benefits, or his employer, have any claim to the contributions which may have been paid on his behalf.

5. Cessation of Participation

In the event a participating employer, employer association, or labor organization, or groups thereof, should cease their participation in the Trust Fund, there shall be no division or allocation of any of the monies or assets of the Trust Fund, except as may be required by law.

6. Protection of Trust Fund, Contributions, and Benefits

No part of the Trust Fund (including the contributions) or the benefits payable under the Benefit Plans shall be subject in any manner, by a participating employee or beneficiary, to anticipation, alienation, sale, transfer,

assignment, encumbrance, or charge, and any such attempt shall be null and void, provided that the Trustees may recognize assignments only for the payment of benefits from a participating employee or beneficiary to a doctor, hospital or other person or institution that has treated or cared for, or provided services or goods to, the participating employee or beneficiary.

Further, no part of the Trust Fund (including the contributions) or the benefits payable under the Benefit Plans shall be liable for the debts of a participating employee or beneficiary nor be subject in any manner to garnishment, attachment, lien, charge, or any other legal process brought by any person against a participating employee or beneficiary, and any such attempt shall be null and void.

7. Reliance upon Written Documents

The Trustees may act upon any written letter, report, certificate, instrument, or other document submitted to them (including via facsimile transmission or electronic format) by any participating employer, labor organization, employee or beneficiary, or by any other person, where such document appears to be genuine and to be signed by the proper person or persons, and the Trustees shall be under no duty to make any investigation or inquiry as to any statement contained in any such document and may accept the same as conclusive evidence of the truth and accuracy of the statements contained therein.

8. Agents of Trust Fund

The Trust Fund is an entity separate and apart from the participating employers, employer associations, and labor organizations. Accordingly, unless authorized in a motion or resolution of the Trustees, no participating employer, employer association, or labor organization, nor any individual employed thereby, shall have any authority to act or function for or on behalf of the Trust Fund or as an agent thereof.

Likewise, unless authorized in a motion or resolution of the Trustees, no individual Trustee shall have any authority to act or function for or on behalf of the Trust Fund or as an agent thereof.

ARTICLE XI Miscellaneous

1. Trust Fund Offices

The Trust Fund shall maintain a principal office and sub-offices, where necessary, in such locations as the Trustees may determine.

2. Applicable Laws and Regulations

This Trust Agreement, shall be interpreted, and the Trust Fund shall be administered, in accordance with Section 302(c) of the Labor Management

Relations Act of 1947, the Employee Retirement Income Security Act of 1974, the Internal Revenue Code, and the regulations pertinent thereto, and other applicable statutes and regulations, as such statutes and regulations presently exist or as they may hereafter be amended.

References herein to particular sections of the above mentioned statutes shall include any regulations pertinent to such sections and any subsequent amendments to such sections or regulations.

3. Service in More than One Fiduciary Capacity

Any Trustee or other person who is a fiduciary may serve the Trust Fund in more than one fiduciary capacity.

4. Notices

Any written notice permitted by this Trust Agreement shall be personally delivered to the person for whom it is intended, or sent to such person at his residence or business address for employer delivery by mail, facsimile transmission or e-mail.

5. Severability

If any provision of this Trust Agreement, or of the Benefit Plans, is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Trust Agreement, or of the Benefit Plans.

6. Titles and Words

The titles of the various articles and sections of this Trust Agreement are inserted solely for convenience of reference and are not a part of, nor shall they be used to construe, any term or provision hereof. Whenever any words are used herein in the masculine gender, they shall be construed as though they were used in the feminine gender, and words in singular form shall be construed as though they were used in the plural form, in all cases where they would so apply.

7. Information to be Furnished

Participating employers and labor organizations agree to furnish the Trustees with any information as may be required for the administration of this Trust Agreement or the Benefit Plans.

8. Rights of Employees

Nothing herein contained shall be deemed to give any employee the right to be retained in the service of an employer or to interfere with the right of an employer to discharge such employee at any time, nor shall it be deemed to give an employer the right to require the employee to remain in its service, nor shall it interfere with the employee's right to terminate his service at any time.

9. Conflict with Collective Bargaining Agreements

If any provision of this Trust Agreement conflicts with a provision in a

collective bargaining agreement obligating a participating employer to make contributions to this Trust Fund, the provision in this Trust Agreement will prevail.

10. Acceptance by Employer

Each employer making contributions to this Trust Fund does hereby accept, ratify and agree to be held by and comply fully with all of the terms and provisions of this Trust Agreement and the Benefit Plans and any duly adopted amendments with the same effect as though such employer had signed an original of such agreement or amendment, and further agrees and accepts resolutions of the Trustees implementing the terms thereof. No liability is assumed for the performance of any other employer.

ARTICLE XII Amendments and Termination

1. Amendments

This Trust Agreement may be amended by action of the Trustees except that the Trustees shall make no amendment which is in conflict with applicable law or government regulation.

The power of the Trustees to amend this Trust Agreement includes the power to make amendments which are required to protect the tax exempt status of the Benefit Plans and the deductibility of participating employer contributions as business expenses for income tax purposes.

In addition, the Board of Trustees may further amend or cancel any such amendments. Any amendment shall also be furnished forthwith to all participating employers and labor organizations.

2. Termination

This Trust Agreement may be terminated at any time, by action of the Trustees.

In any event, this Trust Agreement shall be automatically terminated upon the expiration of all collective bargaining agreements and special agreements requiring the payment of contributions to the Trust Fund, provided that for purposes of this provision a collective bargaining agreement or special agreement shall not be deemed to have expired in a strike or lockout situation unless said strike or lockout continued for more than six (6) months.

3. Allocation Upon Termination

Upon the termination of this Trust Agreement, the Trustees shall wind up the affairs of the Trust Fund. Where the termination occurs as a result of a merger, as authorized by Article VIII, Section 27, any and all monies and assets remaining in the Trust Fund, after payment of expenses, shall be transferred to

the trust fund with which the merger has been negotiated. With respect to any other termination, any and all monies and assets remaining in the Trust Fund, after the payment of expenses, shall be used for the continuance of the benefits provided by the then existing Benefit Plans, until such monies and assets have been exhausted, unless some other disposition is required in regulations of the Secretary of Labor.

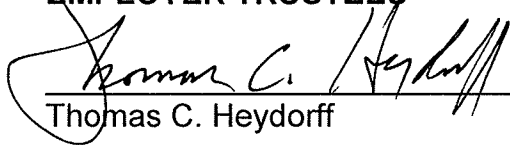
In no event shall any of the remaining monies or assets be paid to or be recoverable by a participating employer, employer association, or labor organization, nor shall any of the same be used for or diverted to purposes other than for the exclusive benefit of employees and their beneficiaries.


**SOUTHERN CALIFORNIA
LUMBER INDUSTRY
WELFARE FUND TRUST AGREEMENT**

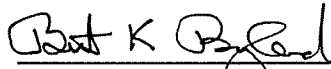
ACCEPTANCE BY TRUSTEES

The undersigned Trustees hereby accept the foregoing revised and restated Trust Agreement, effective June 1, 2014, and agree to act in accordance with its terms and provisions:


EMPLOYER TRUSTEES


Thomas C. Heydorff



John "Bogie" Nicols


Brent K. Berglund

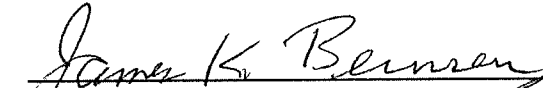
N/A
Mike Markowich


Wayne Noecker

**LABOR ORGANIZATION
TRUSTEES**


Patrick McGinn


William K. Miller


James K. Bernsen


Fernando Rojas

ADMINISTRATIVE OFFICE
c/o Benefit Programs Administration
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