

REVISED AND RESTATED
AGREEMENT AND
DECLARATION OF TRUST
FOR THE
PROFESSIONAL MUSICIANS, LOCAL 47,
AND EMPLOYERS'
HEALTH AND WELFARE TRUST

THIS REVISED AND RESTATED AGREEMENT AND DECLARATION OF TRUST for the PROFESSIONAL MUSICIANS, LOCAL 47, AND EMPLOYERS' HEALTH AND WELFARE TRUST (hereinafter the "TRUST") is made and entered into as of this 1 day of November, 2001, in Los Angeles, California, by and between PROFESSIONAL MUSICIANS, LOCAL 47, AMERICAN FEDERATION OF MUSICIANS, AFL-CIO/CLC (hereinafter the "UNION") and the Participating and Subscribing EMPLOYERS (hereinafter the "EMPLOYERS") as "Settlers" of this Trust, acting by and through, the Union's and Employers' current Trustees of the Trust, and is based upon the following recitals:

RECITALS

WHEREAS, the original Declaration of Trust, as amended, creating this TRUST was originally executed on or about February 12, 1970;

WHEREAS, the present Trustees of the TRUST wish to amend, revise and restate the original Declaration of Trust so as to maintain the existence of and insure the continued viability of the TRUST;

WHEREAS, the Union has now and will hereafter have in effect Collective Bargaining Agreements, Participation Agreements, other written agreements and/or amendments or supplements thereto (collectively or individually referred to as the "AGREEMENT(S)"), with certain Employers which, in addition to other provisions, maintain the existing Health and Welfare Plan sponsored by the Trust and provide for employer contributions to the TRUST;

WHEREAS, the Union and the Employers have agreed that all sums due as hereinafter provided shall be payable to and be deposited in the Trust Fund created by the original Declaration of Trust, dated the 12th day of February, 1970, as amended, and continued and maintained by this Revised and Restated Agreement and Declaration of Trust;

WHEREAS, the Union is also bound to the terms of various collective bargaining agreements, between the AMERICAN FEDERATION OF MUSICIANS, AFL-CIO/CLC (hereinafter "AFM") and various EMPLOYERS, which, by their terms, require contributions to the TRUST on behalf of employees covered thereunder;

WHEREAS, the Trustees desire to and will formulate rules, regulations and bylaws comprising the qualifications, eligibility and benefit provisions of the Fund for the benefit of the Employees covered by said Agreements;

WHEREAS, the Trustees desire that they conduct themselves in full compliance with all applicable laws;

WHEREAS, the Trustees desire to establish and maintain a Trust Fund which will satisfy and conform to the applicable requirements of the Labor Management Relations Act of 1947, the Employee Retirement Income Security Act of 1974, as amended, any applicable laws, statutes or regulations and comply with the conditions for qualification, exemption and full deductibility for applicable state and federal income tax purposes under pertinent provisions of the Internal Revenue Code, and corresponding provisions of applicable state law, as either of the above may be amended from time to time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, in order to continue and provide for the maintenance of the said Trust Fund, known as the PROFESSIONAL MUSICIANS, LOCAL 47, AND EMPLOYERS' HEALTH AND WELFARE FUND (hereinafter referred to as the "Fund" or "Trust Fund") it is mutually understood and agreed as follows:

ARTICLE I
DEFINITIONS

For the purpose of this Revised and Restated Agreement and Declaration of Trust (hereinafter also at times referred to as "Revised and Restated Declaration of Trust," "Agreement and Declaration of Trust" or "Trust Agreement,") the following words and phrases shall have the following meaning, unless a different meaning is plainly required by the context or as otherwise set forth in this Declaration of Trust:

Section 1. The terms "UNION" or "LOCAL 47" mean and refer to PROFESSIONAL MUSICIANS, LOCAL 47, AMERICAN FEDERATION OF MUSICIANS, AFL-CIO/CLC.

Section 2. The term "EMPLOYER" means:

(a) Any present or future Employer, or any association of Employers, which is, or becomes, signatory to a Collective Bargaining Agreement or other written agreement with the Union which, by its terms, requires the employer to make contributions to the Fund; or

(b) Those Employers which may, at the sole discretion of the Trustees of the Fund, participate in and make contributions to the Fund through a written Participation Agreement which, by its terms, requires the Employer to make contributions to the Fund; or

(c) Those Employers which are or becomes signatory to an agreement with the AFM which, by its terms, requires contributions to the Fund; or

(d) The Union, to the extent the Union and the Fund enter into a written contribution agreement obligating them to make contributions on behalf of those persons classified as employees in Section 10(b) of this Article I.

(e) Any Employer, who files reports of contributions or payments due or makes contributions and payments to the Fund pursuant to a written Participation Agreement, Collective

Bargaining Agreement or other written Agreement, may be deemed by the Trustees to be an Employer bound by this Agreement and Declaration of Trust.

Section 3. The term "TRUST FUND," "TRUST" or "FUND" means generally all of the monies, property, assets and other things of value held by the Trustees under the provisions of this Revised Agreement and Declaration of Trust and any future amendments hereto, and which comprise, without distinction as to principal and income, the corpus and trust estate of this Trust. The terms "TRUST FUND", "TRUST" or "FUND" shall also include by reference the terms "PLAN", "BENEFIT PLAN" and "HEALTH AND WELFARE PLAN" as defined Section 6 of this Article I, below.

Section 4. The terms "TRUST AGREEMENT," "AGREEMENT AND DECLARATION OF TRUST," "REVISED AND RESTATED DECLARATION OF TRUST" mean this REVISED AND RESTATED AGREEMENT AND DECLARATION OF TRUST and all modifications, amendments, extensions or renewals thereof, and any rules and regulations promulgated pursuant thereto.

Section 5. The terms "TRUSTEE" or "TRUSTEES" mean the Trustees nominated and appointed and any successor Trustees designated in the manner provided by this Trust Agreement. The term "BOARD OF TRUSTEES" shall be deemed to refer to all the Trustees. The Trustees, collectively, shall be the "administrator" of the Fund as the term is used in the Employee Retirement Income Security Act of 1974, and the Trustees may appoint a Plan Administrator, as hereinafter provided in Section 4(b) of Article V below.

Section 6. The terms "PLAN", "BENEFIT PLAN" or "HEALTH AND WELFARE PLAN" mean the written Plan, promulgated, adopted, sponsored and administered by the Board of Trustees, which establishes and describes the health, medical, welfare and related benefits offered by the Fund, to eligible employees and their dependents, including any amendment, extension or renewal thereof

as well as those rules and regulations promulgated and adopted by the Trustees with regard to the Trust's administration of any PLAN, BENEFIT PLAN and/or "HEALTH AND WELFARE PLAN."

Section 7. The term "AFM" means and refers to the AMERICAN FEDERATION OF MUSICIANS, AFL-CIO/CLC.

Section 8. The term "COLLECTIVE BARGAINING AGREEMENT" means any Memorandum of Understanding or other written Agreements or extensions, renewals or modifications thereof by and between the Union and any Employer, or the AFM and any Employer which, by their terms, require contributions to the Fund or which include provisions for participation in this Trust, and which agreement the Trustees, in their sole discretion, have approved and accepted as the basis for accepting contributions to the Fund.

Section 9. The term "PARTICIPATION AGREEMENT" means any written agreement, including a Collective Bargaining Agreement, approved and accepted by the Trustees, which requires contributions from Employers, with regard to Covered Employment to the Trust Fund and binds such contributing employers to this Revised and Restated Declaration of Trust.

Section 10. The term "EMPLOYEE" means:

(a) any person performing work under a Collective Bargaining Agreement or Participation Agreement, or other written Agreement who is employed by an Employer; or

(b) any employee of the Union signatory to this Trust or employee of the Fund;
or

(c) other persons as the Trustees, in their sole discretion, may designate as Employees for the purposes of this Agreement and Declaration of Trust.

Section 11: The term "COVERED EMPLOYMENT" means employment in any job classification created through or covered by a Collective Bargaining Agreement, Participation

Agreement or other written agreement or such other employment which is approved by the Trustees, upon such conditions as the Trustees in their sole discretion shall determine.

Section 12. The terms "CONTRIBUTION" or "PAYMENT" mean the contributions or payments made, or to be made, to the Fund by any Employer under the provisions of any Collective Bargaining Agreement, Participation Agreement or other written Agreement.

Section 13. The term "PARTICIPANT" means any Employee or former Employee of a contributing Employer who is, or may become, pursuant to the rules and regulations of the Trust, eligible to receive a benefit of any type from this Fund.

Section 14. The term "BENEFICIARY" means and refers to any person designated by a Participant, or by the terms of the Plan, who, pursuant to the rules and regulations of the Trust, is or may become entitled to a benefit sponsored by the Trust.

Section 15. The term "FIDUCIARY" means any person who performs the functions or possesses the authority described in §3(21) of ERISA with respect to the Fund.

Section 16. The term "ERISA" means the Employee Retirement Income Security Act of 1974, any amendments as from time to time may be made thereto, and any regulations promulgated pursuant to the provisions of said Act.

Section 17. In this Trust Agreement, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural; and vice versa.

ARTICLE II

CREATION AND PURPOSE OF THE TRUST

Section 1. Title. This Trust shall be known as the **PROFESSIONAL MUSICIANS, LOCAL 47, AND EMPLOYERS' HEALTH AND WELFARE TRUST**, a non-profit trust existing for the use and purposes hereafter set forth.

Section 2: The Nature of the Fund. The Fund as established by this Trust Agreement shall consist of all contributions made pursuant to either a Collective Bargaining Agreement, Participation Agreement or other written Agreement, all investments made and held in the Trust, and all income and returns of any kind whatsoever therefrom, both received and accrued, and any of the property acquired, received or held by reason of this Trust Agreement.

Section 3. Purposes of the Fund. This Trust Fund is established solely for the following purposes:

(a) For the providing, either from principal or income or both, health and welfare, dental, vision, life insurance and related benefits, either through the purchase of insurance policies or on a self funded basis, or a combination thereof, or such other and supplemental benefits as the Trustees, in their sole discretion, shall determine, for the benefit of eligible Employees/Participants and/or their Dependents/Beneficiaries on such terms as the Trustees, in their sole discretion, shall prescribe. The Trustees shall have the sole authority to determine which of these prescribed benefits shall be made available. This Trust is also established for the purpose of paying the necessary costs of administering and continuing this Trust and for the accumulation of necessary reserves, and;

(b) For such other purpose as the Trustees may promulgate, provided that such other or additional purposes do not conflict with the matters set forth in this Trust Agreement.

Section 4. Source of Rights. No Employer, Union, Employee or any other person shall have any rights, title or interest in this Fund other than as specifically provided for in this Agreement and in any Benefit Plan offered by the Trust, pursuant to the terms of this Trust Agreement.

Section 5. Location of Office. The Fund shall have its principal office in the County of Los Angeles, State of California.

Section 6. Administrator of Fund. The Fund shall be administered by its Board of Trustees which shall be appointed in the manner set forth in Article IV below. Provided, however, the Board

of Trustees may delegate its administrative responsibilities to a "Plan Administrator" appointed pursuant to and as described in Section 4(b) of Article V, below.

Section 7. Supervision, Control and Direction of Fund. The Board of Trustees shall have the sole authority, control and direction of the Fund for the uses, purposes and duties set forth in the Trust Agreement, and shall be vested with all right, title and interest to it. Further, the Board of Trustees shall have the sole authority to determine how and which of the benefits set forth in Section 3, above, shall be offered and/or made available to the Participants and Beneficiaries. This Trust is also established for the purpose of paying the necessary costs of administering and continuing this Trust and for the accumulation of necessary reserves.

Section 8. Responsibility for Debts of Fund. Neither the Employers, the Union, nor any Employee shall be liable or responsible for any debts, liabilities or obligations of the Trust.

Section 9. Employee Right to Receive Benefits. Any Employee who shall have been employed by an Employer who is required to remit contributions to the Trust pursuant to a Collective Bargaining Agreement or Participation Agreement shall only be considered for coverage and receipt of benefits under the Plan in accordance with the rules and regulations adopted by the Trustees, in their sole and exclusive discretion.

Section 10. Non-Assignment. No part of this Fund shall be paid to any Employer, Union, Participant or Employee, except in the form of benefits to Participants and/or their Beneficiaries provided in the Benefit Plan or Program offered by this Trust. The Trustees shall not recognize any transfer, sale, mortgage, pledge, hypothecation, order or assignment by any Employee and/or Participant, his family or Beneficiaries, of all of any part of his interests hereunder, and such interest shall not be subject to and shall be exempt from the claims of creditors or any other claimants and from all orders, decrees, levies, garnishment, liens, attachments and/or executions and other legal or equitable process or proceedings against such Employees.

ARTICLE III

CONTRIBUTIONS TO THE FUND

Section 1. Payment of Contributions. Employer contributions shall be paid to the Fund in such manner and at such time and place and on such transmittal reports as the Board of Trustees in their sole discretion may, from time to time, prescribe. Contributions to the Fund shall be payable on such periodic basis as required by the relevant Collective Bargaining Agreement, Participation Agreement or other written Agreement and in accordance with the schedule and amounts as approved by the Trustees and in such form as the Trustees may, from time to time, prescribe and the rules and regulations of the Trust. All Employer contributions shall be forwarded to the Trust as designated by the Board of Trustees.

Section 2. Period of Contributions. Contributions to the Fund shall commence as of the time required by the Trustees based upon their approval or acceptance of any written agreement through which contributions are to be made, to this Fund and shall be made in accordance with the Fund's rules and regulations. All contributions due to the Fund pursuant to a written Agreement shall be payable on or before the thirtieth (30th) day after the performance of the Covered Employment on which the contributions are to be made or on such other dates or in accordance with such other schedules as the Trustees, in their sole discretion, may establish and/or approve.

Section 3. Report of Contributing Employers. A contributing Employer shall, with each payment provided for in Sections 1 and 2 hereof, submit a written report setting forth (a) the names of all Employees who have performed covered work during the said reporting period and their Social Security numbers; (b) the sums contributed for each Employee performing Covered Employment, and; (c) the amounts and rates upon which the contribution was calculated. Said report shall be made on a form approved and adopted by the Board of Trustees.

Section 4. Damage Or Delinquency. All contributions shall be due no later than the thirtieth (30th) day after the performance of the Covered Employment on which the contributions are to be made or on such other dates or in accordance with such other schedules as the Trustees, in their sole discretion has established and/or approved. Any contribution received later than the fifteenth (15th) day on which such contribution is required to be paid shall be considered delinquent. With regard to such delinquencies:

(a) The parties to this Trust Agreement recognize and acknowledge that the regular and prompt payment of Employer Contributions to the Fund is essential to the maintenance of the Fund, and that it would be extremely difficult, if not impractical to fix the actual expense and damage to the Fund which would result by the failure of the Employer to pay such contributions in full and in accordance with the time requirements established by the Trustees.

(b) Therefore, the amount of **damage** to the Fund resulting from any such failure shall be presumed to be of **either twenty dollars (\$20) or ten percent (10%), monthly of the delinquent contributions, whichever is greater**, due to the cost of processing any Employer delinquency. This amount shall become due and payable to the Fund by the Employer as liquidated damages, and not as a penalty, immediately following the fifteenth (15th) day subsequent to the date such contribution was originally due for receipt by the Fund, as well as any other charges and interest provided for in any Collective Bargaining Agreement , Participation Agreement or other written Agreement and/or the rules and regulations of the Trust.

(c) Any Employer may appeal to the Board of Trustees for a waiver of liquidated damages imposed on any delinquent contribution pursuant to Section 4(b) above. Any such appeal must be submitted to the Fund, in writing, no later than thirty (30) days after the Employer first receives notice from the Fund that liquidated damages were assessed against it due to a delinquent contribution. Said appeal shall set forth the facts on which the Employer is requesting the Board of

Trustees to waive and forgive any imposition of liquidated damages. The Board of Trustees shall consider the appeal at the next regularly scheduled Trustees' meeting after the Fund's receipt of the written appeal and the Trustees shall have complete discretion as to the granting in whole, granting in part or denial of any such appeal. The Trustees shall advise the appealing Employer, in writing, of their decision. Any decision of the Trustees sustaining in full, sustaining in part or denying an appeal from the imposition of liquidated damages shall be final and binding on the appealing employer(s).

Section 5. Collection Procedure. The Trustees shall adopt and promulgate a written collection procedure to insure the timely and proper collection of all contributions, liquidated damages, interest and any other charges due the Fund.

Section 6. Refund of Erroneous Contributions. An Employer may request a credit for or refund of contributions made to the Fund by reason of a mistake by the Employer. Such request shall be in writing and shall be made no more than six (6) months following the date on which the contribution was originally due to be received by the Fund. No Employer may make a request for such credit or refund more than thirty (30) days after the date it discovered or believed, in due diligence, that it remitted mistaken contributions to the Fund. Any and all such requests shall be reviewed and resolved by the Board of Trustees in accordance with those rules and regulations adopted by the Trustees governing Employer requests for credits or refunds.

Section 7. Any Employer shall, by filing reports of contributions or payments due, or by the making of contributions and payments to the Fund pursuant to a written Participation Agreement, Collective Bargaining Agreement or other written Agreement, be deemed to have accepted and be bound by this Agreement and Declaration of Trust.

Section 8. Audit of Employers. The Board of Trustees shall have the power to require any Employer, Signatory Association, Union, or other party which submits contributions to the Fund,

or any Employee, Participant and/or any Beneficiary, who receives a benefit of any kind from the Fund, to submit to it any and all information, data or documents reasonably relevant to and suitable to the purpose of the Trustees' administration of the Fund and the Plan.

(a) The Trustees shall have the right themselves or through any authorized representative to audit the books and records of any Employer or other contributing entity as may be necessary to determine if all liabilities of such Employer or contributing entity to the Trust have been paid and to determine whether the correct amount of contributions have been received for all employees for whom the Employer is required to make contributions pursuant to a Collective Bargaining Agreement, Participation Agreement or other written Agreement. The Employer shall make such information, books, reports, records or documents available at all reasonable times and places such that the Board of Trustees may conduct an audit pursuant to the power granted it under this Section 8(a).

(b) In the event that the Employer's books are audited as set forth above, and should delinquent amounts be found due, the Board of Trustees shall have the right to charge that Employer the reasonable cost of said audit.

(c) Should an Employer refuse, or after reasonable time fail to comply with the request for an audit, the Board of Trustees in their sole discretion may initiate any and all appropriate legal proceedings to obtain a court order compelling a defaulting Employer to submit to such an audit. In the event the Board of Trustees prevail with regard to such legal action -- i.e. to compel an Employer to submit to an audit -- the Board of Trustees shall be entitled to recover from said Employer, any and all attorneys' fees and costs and expenses incurred with regard to the legal action.

Section 9. Litigation For Collection of Delinquent Contributions.

(a) The Board of Trustees shall have the power to demand, collect and require payment of Employer contributions and they shall have the power and may take such steps to do all things necessary to collect the funds due pursuant to the terms of a Collective Bargaining Agreement, Participation Agreement or other written Agreement and to collect all other sums due to the Fund pursuant to its rules and regulations including, but not limited to, attorneys' fees, expenses, liquidated damages and interest. Such powers shall include the right of the Board of Trustees to prosecute or intervene in any proceeding at law, equity or in bankruptcy, and the right to collect said funds due and owing, including costs of collection, attorneys' fees, and securing a court order or agreement requiring a delinquent Employer to tender all delinquent and current contributions then due and owing to the Fund. In the event the Board of Trustees initiates such legal action to collect delinquent contributions from an Employer, the Board of Trustees shall be entitled to such actual attorneys' fees, interest, court costs and cost of collection incurred with regard to such legal action.

(b) The Board of Trustees may compromise, settle or release claims of demands in favor of or against the Fund on such terms and conditions as the Board of Trustees may deem prudent, considering all circumstances and facts then known to the Board of Trustees.

Section 10. Approval of Agreements Requiring Contributions to the Trust: The Trustees shall have the sole and exclusive discretion to accept, or reject any agreement through which an Employer seeks to remit contributions to this Fund.

ARTICLE IV

TRUSTEES

Section 1. Board of Trustees. This Trust shall be operated and administered by a Board of Trustee consisting of six (6) Trustees, provided that the Board of Trustees may allocate the Trustees' functions in accordance with this Agreement. **Three (3) Trustees** shall be designated by the Union and shall be known as "Union Trustees". **Three (3) Trustees** shall be designated by the Employers and shall be known as "Employer Trustees". The Employer Trustees and Union Trustees are to be appointed, removed or replaced exclusively by the Employers and the Union with respect to those Trustees which they respectively designate. The number of Trustees may be increased by the Board of Trustees, except that, at all times, the number of Trustees designated by the Union and the number of Trustees designated by the Employers shall be equal. All Trustees appointed by either the Employer or the Union shall execute an acknowledgment of their acceptance of and agreement to be bound by this Trust Agreement and such execution shall constitute their acceptance of office.

Section 2. Term of Office. Each Trustee shall serve until his death, resignation, or removal from office.

Section 3. Substitution of Trustees.

(a) Substitution of Union Trustees. On written notice to all Trustees then in office, the Union may at any time in its sole and exclusive discretion, appoint a successor or successors for any one or more of the Union Trustees, or, in the event of an increase in the number of Trustees, an additional Union Trustee or Trustees. Such written notice shall contain the names of the new Union Trustee(s) and the name(s) of the Union Trustee(s), if any, to be replaced.

(b) Substitution of Employer Trustees. On written notice to all Trustees then in office, the Employers may at any time in their sole and exclusive discretion, by a majority vote of the then existing Employer Trustees or by any other procedure determined by a majority of the then

existing Employer Trustees, appoint a successor or successors for any one or more of the Employer Trustees, or, in the event of an increase in the number of Trustees, an additional Employer Trustee or Trustees. Such written notice shall contain the names of the new Employer Trustee(s) and the name(s) of the Employer Trustee(s), if any, to be replaced.

Section 4. Trustee Expenses. The Trustees shall serve without compensation from the Trust, except that (i) Trustees may receive benefits as Beneficiaries of the Plan when computed and paid consistent with benefits received by all eligible employees, and; (ii) Trustees shall be entitled to reimbursement of expenses properly and actually incurred in performing their duties as Trustees.

Section 5. Chairman and Secretary. The Trustees shall select from among the Trustees one of their members to act as Chairman of the Board and one to act as the Secretary of the Board. These offices shall alternate annually between the Employer Trustees and Union Trustees, such that when a Union Trustee holds the office of Chairman an Employer Trustee shall hold the office of Secretary and vice versa.

Section 6. Compliance with ERISA. No person shall be appointed, and no person shall serve as a Trustee who fails to comply with Section 411 of ERISA. In the event the person not in compliance with Section 411 of ERISA does so serve, all actions of the Trust during such service shall be binding and of full force and effect just as if such person were in compliance with Section 411 during their tenure as a Trustee.

Section 7. Resignation of Trustee. A Trustee may resign at any time by serving written notice of such resignation upon the Chairman and the Secretary of the Board of Trustees. Such resignation shall be effective immediately except as otherwise provided in such resignation.

Section 8. Removal of Trustees.

(a) The Union shall have the unfettered right to remove and replace any Union Trustee at any time, with said removal or replacement to be evidenced by an instrument in writing signed by the designated Union officer.

(b) The Employers shall have the unfettered right to remove or replace any Employer Trustee at any time by a majority vote of the then existing Employer Trustees or by any other procedure determined by a majority of the then existing Employer Trustees, with said removal or replacement to be evidenced by an instrument in writing signed by a majority of the then existing Employer Trustees.

Section 9. Successor Trustees. In the event of the death, resignation, removal or disability of any Trustee appointed hereunder, the party which appointed the Trustee shall appoint a successor Trustee forthwith. The successor Trustee shall then qualify by executing in writing their acceptance of the office of Trustee under the terms and conditions of this Trust Agreement.

Section 10. Responsibility of Trustees to Turn In Records. Any Trustee who resigns or is removed from office, or for any other reason, is unable to serve as Trustee of the terms of this Trust shall forthwith turn over to the Board of Trustees any and all records, books, documents, monies and other properties in their possession or under their control which belong to the Funds, or which were received by them in their capacity as Trustee.

Section 11. Vacancies Do Not Impair Trust. No vacancy or vacancies of any office of Trustees shall impair the power of the remaining Trustees to administer the affairs of this Trust provided there are sufficient Trustees to constitute a quorum, as hereinafter provided, at any duly convened meeting of the Board of Trustees.

Section 12. Quorum. Four (4) Trustees -- consisting of at least one (1) Union-designated Trustee and at least one (1) Employer-designated Trustee -- shall constitute a quorum of the Board of Trustees for the transaction of business.

Section 13. Trustee Meetings. The Trustees shall meet at such times and places as duly designated by the Board of Trustees., but shall be required to meet at least once during a calendar quarter. The Chairman or any two (2) Trustees may call a meeting of the Board of Trustees at any time by giving ten (10) days written notice to the other Trustees.

Section 14. Responsibilities of Officers of Trustees. The Chairman shall be responsible for the conduct of meetings of the Board of Trustees and the Secretary shall be responsible for keeping of minutes or records of all meetings, proceedings and acts of the Trustees, and shall make the same available to all Trustees. Copies of the minutes of each meeting shall be prepared and sent to all Trustees, whether or not such Trustees were actually present at the meeting, as soon as practicable after the adjournment of such meeting, to the end that each Trustee shall have been able to examine such minutes prior to the time of the next meeting. The Chairman and Secretary shall jointly execute written instruments authorized by the Board of Trustees.

Section 15. Action By Written Concurrence. The Board of Trustees is empowered to take action without a regular or specially called meeting provided that the Trustees shall concur in writing upon any proposition or business coming before the Trustees.

Section 16. Unit Vote. All decision and acts of the Trustees taken at a meeting shall be determined by majority vote of the Employer Trustees and a majority vote of the Union Trustees. The votes of the Employer Trustees and the votes of the Union Trustees shall always be equal. Should fewer than all of the Trustees be present at a meeting, the votes of the remaining Trustees present shall be adjusted proportionately so that, with respect to each vote taken at such meetings, the votes of the Employer Trustees and Union Trustees shall always be equal in strength.

ARTICLE V

FUNCTIONS AND POWERS OF THE BOARD OF TRUSTEES

Section 1. General Powers. The Board of Trustees is hereby vested with all general and incidental powers reasonably necessary to operate and administer this Trust Fund and carry out the purposes of this Revised and Restated Agreement and Declaration of Trust. Included in these powers is the authority to delegate or allocate such powers in the manner described herein. The express powers set forth in this Article, and elsewhere in this Trust Agreement, are set forth by way of example, and not by way of limitation, unless the limitation is expressly provided for in connection with the description of a specific power.

Section 2. Grant of Power. The contributing Employers and the Union irrevocably grant the power to the Trustees now serving as Trustees, and/or to those Trustees subsequently appointed in accordance with the provisions of this Trust Agreement, to supervise, administer and maintain said Fund as the representatives of such parties, and with full authority to act for the Employers and the Union as their representatives in the administration of said Fund; and the Trustees are vested with all right, title and interest in and to the Fund for the uses, purposes and duties set forth in this Agreement and Declaration of Trust.

Section 3. Power to Interpret and Administer Fund.

(a) The Trustees, as well as their appointed Administrator, if any, shall have the power to construe and interpret this Trust Agreement and administer the Fund, having and performing all powers and duties reasonably necessary to maintain and operate this Fund in such a way as to accomplish its objectives; and any construction and/or interpretation adopted by the Trustees shall be final and binding.

(b) All monies and funds received by the Trustees under the terms of this Trust Agreement shall be deposited in special trust fund accounts in such bank or trust company, savings

and loan association or similar financial institution(s) as the Board of Trustees may designate for that purpose. The Trustees may authorize the expenditure of such monies and funds for the purpose of paying all reasonable and necessary expenses incurred by the Fund. All expenditures of such funds from such institutions shall be made only by checks or similar instruments drawn over the signature of the Chairman and Secretary of the Board of Trustees, or if unanimously authorized by the Board of Trustees -- the Trust's Administrator or such other Trustees as the unanimous Board of Trustees may designate -- and only in accordance with the Trust's Rules and Regulations.

Section 4. Delegation of Ministerial Duties, Committees of the Board of Trustees.

(a) The Board of Trustees shall be responsible for the administration of this Trust Fund. The Board of Trustees, as they deem appropriate, may delegate the ministerial duties or fiduciary responsibilities of such administration to such agent or agents, employees or Trustees, to a Corporate Trustee, to an appointed Plan Administrator, to a committee or subcommittees of the Board of Trustees, or to a Fiduciary, investment manager, or other qualified individual, as permitted by ERISA, as may be appointed or designated by it to act in such capacity, under its direction and control, and subject to such terms and conditions as the Board of Trustees shall determine, including the requirement of posting bond or other security.

(b) The Trustees may employ or contract for the services of an individual, firm or corporation, to be known as "Plan Administrator" or "Administrator", who shall, under the direction of the Trustees or under the direction of any appropriate committee of the Trustees, administer the provision of benefits under any Plan adopted by the Trustees pursuant to the terms of this Trust Agreement, administer the office or offices of the Fund and of the Trustees, coordinate and administer the accounting, bookkeeping and clerical services, prepare (in cooperation where appropriate with the consulting certified public accountant) all records, reports and other documents to be prepared, filed or disseminated by or on behalf of the Trust in accordance with applicable law,

assist in the collection of contributions required to be paid to the Fund by Employers, and perform such other duties and furnish such other services as may be assigned, delegated or directed or as may be contracted by or on behalf of the Trustees. The Plan Administrator shall be the custodian on behalf of the Trustees of all documents and other records of the Trustees and of the Trust Fund. The Plan Administrator may be appointed by the Trustees as the person available for services of summons, subpoena, or other legal process.

Section 5. Investment & Funding Powers.

(a) **Investment Power.** The Trustees shall have the power and the authority, in their sole discretion, to invest and reinvest such funds as are not necessary for current expenditures, as they may from time to time determine, in every kind of investment which persons of prudence, discretion and intelligence acquire for their own accounts, including, but not limited to, stocks, bonds, or other property; real or personal, provided such investments are diversified so as to minimize the risk of large losses, unless it is reasonably not prudent to diversify. The Trustees are further authorized to sell, exchange, lease, convey, mortgage or otherwise encumber such investments at any time and from time to time, and to otherwise exercise all such rights, powers and privileges as to such investments as might lawfully be exercised by any person owning similar investments in their own rights.

(b) **Allocation and Delegation of Investments Powers.** The Trustees may, however, allocate in whole or in part the investment powers and authority they are granted through this Trust Agreement to a committee of the Trustees, or delegate such powers and authority to an Investment Manager registered under the Investment Advisors Act of 1940, or Corporate Co-Trustee or both, provided that the allocation and/or delegation is set forth in writing in accordance with this Article. Provided, further, that said Investment Manager or Corporate Co-Trustee shall be provided with specific written guidelines with regard to their authority as to those investments which they may

enter into on behalf of this Trust. If an Investment Manager or Corporate Co-Trustee is appointed, no Trustee shall be liable for the acts or omissions of the Investment Manager or Corporate Co-Trustee, and no Trustee shall be obligated to invest or otherwise manage any asset of the Plan which is subject to such management. Any Investment Manager or Corporate Co-Trustee so appointed shall acknowledge in writing that it is a fiduciary with reference to the Trust Fund.

(c) Limitation on Investment Powers: Prohibited Transactions. Neither the Trustees nor any person, corporation or other entity to whom powers are delegated under the terms of this Trust Agreement shall enter into any transaction with a “party-in-interest” as defined in §3(14) of ERISA, which transaction would violate §406 of ERISA, unless the transaction is excepted under §408 of ERISA.

(d) Limitation on Investment Powers: Unqualified Investments. Neither the Trustees or any delegatee shall acquire (i) any securities issued by an “Employer”, or (ii) real property which is owned by an “Employer” unless the property or security are “qualified” under ERISA §407(d)(4) and (5) and, in the aggregate, do not exceed ten percent (10%) of the fair market value of the assets of the Funds.

Section 6. Express Powers of Trustees. Without limitation as to the provisions of Section 1 of this Article V:

(a) The Board of Trustees shall have the power to adopt a written Benefit Plan (which may offer all or some of the benefits described in Section 3 of Article II of this Trust Agreement), Rules and Regulations governing any Benefit Plan adopted pursuant to this Trust Agreement, and a Summary Plan Description, which may be contained in separate documents or in one document, and which shall govern the administration and functioning of this Trust and the entitlement to benefits provided for thereunder. These documents shall, among other things, contain the following:

(i) a description of any allocation or delegation of powers permitted under this Trust Agreement;

(ii) A claims procedure which conforms to the process required by ERISA §503, and;

(iii) set forth the name(s) of any Fund Administrator(s) and all of the Trustees then in office.

(b) The Trustees are empowered, in their sole discretion, to pay or provide for the payment of such health, welfare and other benefits as may be provided for in the written Plan(s) that may be adopted by the Trustees; to verify that claims for the payment of benefits as set forth in the Plan(s) have been fulfilled; to determine the manner of payment of benefits; to decide all questions relating to eligibility; to announce the kind of benefits offered by the Trust, and; to respond to all similar and related questions concerning the administration of this Trust and the Benefit Plan(s).

(c) The Trustees may establish, accumulate and maintain such reserve funds as may be adequate, in the discretion of the Board of Trustees, to provide for administration expenses and other obligations of the Fund, including the establishment, support, maintenance or administration of the Fund or the Plan(s);

(d) The Trustees may employ -- and pay or to cause to be paid compensation in expenses in connection therewith -- such other persons as are necessary to administer the Trust and its Benefit Plan(s), including, but not limited to, legal counsel, accounting, insurance consultants and actuaries enrolled by the Joint Board for the Enrollment Actuaries, an Investment Manager registered under or exempt from the Investment Advisor Act of 1940, Corporate Co-Trustee which is a bank [within the meaning of ERISA §3(38)(b)(iii)] and any other experts which the Trustees, in their sole discretion, may deem necessary or appropriate for the administration of the Trust and the Plan(s). In the event that the Board of Trustees employ one or more Fund Administrators, their names shall

be set forth in a written document adopted by the Trustees; if an Investment Manager is employed, such person or firm shall acknowledge in writing that s/he or it is a fiduciary with reference to the Trust Fund.

(e) The Trustees may establish an administrative office and pay or cause to be paid, out of the Fund, compensation and necessary expenses for personnel and the cost of office space, including lease or purchase of premise for such purposes, furnishings and supplies and other essentials required for administration of the Fund or the Plan;

(f) The Trustees have the authority to incur and pay or cause to be paid out of the Fund any expense directly related to or reasonably incidental to the support, maintenance or administration of the Fund or the Plan(s) contemplated by this Trust Agreement, including the cost of defense in litigation arising out of the trusteeship of this Trust Fund to the extent permitted by applicable law.

(g) The Trustees have the authority to compromise, settle or release claims or demands in favor of or against the Fund on such terms and conditions as are prudent and consistent with ERISA or other applicable law.

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

(i) The Trustees shall pay or cause to be paid any and all real or personal property taxes, income taxes, or other taxes or assessment of any or all kinds levied or assessed upon or with respect to the Fund or the Plan(s);

(j) The Trustees have the authority to prepare, make and execute all required documents and other reports and file the same with appropriate governmental agencies; and distribute, deliver, and make available for inspection to the Participants all information, reports and documents required by applicable law;

(k) The Trustees shall have the authority to maintain or cause to be maintained such accounts at banking institutions, savings and loan institutions or similar financial institutions as may be necessary or advisable in the administration of the Fund or the Plan(s);

(l) The Trustees shall have the authority to adopt and prescribe reasonable rules, regulations and procedures, which shall not be inconsistent with the provisions of this Trust Agreement.

(m) The Trustees shall have the authority to exercise and perform any and all of the other powers and duties specified in this Trust Agreement.

Section 7. Bonding and Insurance. The Board of Trustees shall procure bonds for each Trustee, other plan official(s), Plan Administrator, Fiduciary or other persons who may be engaged in handling, receiving or dealing with funds or other property of the Trust Fund as required by §412 of ERISA. The Trustees may obtain errors and omissions coverage for the Trust Fund, any fiduciary, or both, to the extent permitted by, and in conformity with § 410(b) of ERISA or any other applicable law.

Section 8. Books of Account. The books of account and records of the Board of Trustees, including the books of account and records pertaining to the Fund and the Plan(s), shall be audited at least once a year by a qualified certificate public accountant to be selected by the Board of Trustees. Copies of each such annual audit shall be made available to all Participants as the same is required by ERISA or other applicable law.

Section 9. Record Keeping. The Trustees shall, in conformance with the requirements of ERISA §§101-107, cause to be prepared a Summary Plan Description, such additional Statements and Schedules as may be required by applicable statute and/or regulation, and an Annual Report, which shall include a Financial Statement and an Actuarial Statement. These documents shall be furnished to the United States Department of Labor, the United States Department of the Treasury and to the Participants at such times and places as is required under ERISA. The Trustees shall cause such documents to be maintained at the Trust's principal office for a minimum period of ten (10) years.

Section 10. COBRA Compliance: The Trustees shall administer this Trust in accordance with the "continuation coverage" provisions of the Comprehensive Omnibus Budget Reconciliation Act ("COBRA"), as amended.

Section 11. Additional Authority. In addition to such other powers as are set forth herein or conferred by law, the Trustees are hereby empowered to:

(a) **Conform to Applicable Law.** To amend this Agreement and Declaration of Trust, as from time to time necessary to conform with ERISA, the Labor Management Relations Act of 1947, as amended, the Internal Revenue Code and any other applicable federal and/or state law or regulation.

(b) **Claims.** Prescribe rules and procedures governing the claims and applications for benefits by Participants and Beneficiaries which shall comply with ERISA § 503. Such claims procedures shall provide, at a minimum, that the Trust will furnish to those Participants and Beneficiaries whose claim(s) for benefits have been denied a written statement containing the specific reasons for such denial, set forth in a in a manner calculated to be understood, and which advises said Participants and Beneficiaries of their right(s) of appeal to the Trustees or to the insurance carrier providing the benefit at issue. Any such right of appeal shall provide a reasonable

opportunity to any individual, whose claim for benefits has been denied, a full and fair review of the decision denying the claim, all as required to be in accordance with ERISA, any applicable federal regulation and any applicable state law.

(c) Determination of Rights and Appeals. Make determinations – in their sole discretion -- as to the coverage, eligibility and rights of any Participant or Beneficiary to such benefits, including an appeals procedure for any individual to request a hearing with respect to any such determination, in accordance with this Trust Agreement, the Plan(s) and applicable federal and/or state law.

(d) Agent for Service of Process. Designate an agent for service of legal process, if such person is not the Plan Administrator.

(e) All Necessary Acts. To do all acts and execute all instruments which the Trustees deem necessary or proper for the protection of the Fund and all its assets.

ARTICLE VI

ARBITRATION

Section 1. Settlement of Matters in Dispute. In the event that the Trustees deadlock on any matter arising in connection with the operation of the Fund, they shall submit the question to an impartial umpire. The decision of the impartial umpire shall be final and binding upon the Trustees, the parties, the Employees, Participants and any Beneficiaries of this Trust Agreement. If the Trustees cannot jointly agree upon a statement submitting said matter to arbitration, each group shall prepare and state in writing its version of the dispute and the question or questions involved. The matter shall be submitted to the Impartial Umpire no later than ninety (90) days (or within such other time as the Trustees may allow by mutual agreement) after the deadlock occurred and the decision of the impartial umpire shall be rendered in writing within ten (10) days (or within such further times as the Trustees may allow by mutual agreement) after the submission of the dispute.

Section 2. Selection of the Impartial Umpire. Within ten (10) days of a deadlock among the Trustees, the Administrator shall request the Federal Mediation and Conciliation Service (FMCS) to send to both the Union Trustees and Employer Trustees a list of at least seven (7) impartial umpires from which the deadlocked Trustees may select one to hear and resolve the deadlock.

Section 3. Appointment of Umpire by Court. If no agreement on an impartial umpire is reached within ten (10) days after the Trustees receive a panel from the FMCS or within such further time as the Trustees may allow for such purpose by mutual agreement, such umpire shall, on petition of either the majority of the Employer Trustees or the majority of the Union Trustees, be appointed by the United States District Court for the Central District of California.

Section 4. Powers of Umpire. The impartial umpire shall be bound by and adhere to all of the terms and conditions of this Trust Agreement and shall have no authority to alter, amend or revise any of the terms set forth in this Trust Agreement.

Section 5. Cost and Expense of Arbitration. The cost and expense incidental to any appointment of an umpire, and the holding of proceedings before them, including the fee, if any, for such umpire, shall be a proper charge against the Fund, and the Board of Trustees is authorized and directed to pay such charges; provided, however, that each party – i.e. the Union Trustees and the Employer Trustees – shall pay any expenses incurred by it in connection with the dispute.

Section 6. Matters not Subject to Arbitration. No matter in connection with the interpretation or enforcement of any Collective Bargaining Agreement shall be subject to arbitration under this Article. No matter which is subject to arbitration under this Article shall be subject to the grievance procedure or any other arbitration procedure provided in any of the Collective Bargaining Agreement.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Rights and duties of the Parties. The rights and duties of all parties, including the Employers, the Union, the Employees, Participants, Beneficiaries and the Trustees, shall be governed by the provisions of this Trust Agreement, all applicable laws and such rules and regulations as the Trustees, in their sole and exclusive discretion, may adopt.

Section 2. Trustee Liability.

(a) No Trustee shall be liable to third persons for the acts or omissions of any agent who has been properly selected and retained. No Trustee shall be liable for a breach of trust resulting from the acts or omissions of any agent who has been properly selected and retained.

(b) No Trustee shall be liable for a breach of trust committed by another Trustee or Fiduciary when that Fiduciary's responsibilities have been properly allocated or delegated to the Trustee or Fiduciary in breach.

(c) No Trustee shall be liable for a breach of trust committed by another Trustee or Fiduciary where there is no allocation or delegation of fiduciary responsibility unless the Trustee (i) knowingly participates or conceals a breach; (ii) enables a breach to occur by their own imprudence or unreasonable conduct, or; (iii) knows of a breach and fails to take any steps, reasonably prudent under the circumstances, to remedy the breach. The reasonable steps may include, but are not limited to, voting against the resolution before the Board of Trustees, noting that the reason for his vote is that the action, in his opinion, constitutes either a breach of this Trust Agreement or for violation of Trustees' fiduciary responsibility.

(d) The Fund shall exonerate, reimburse and hold harmless the Trustees, individually and collectively, against any and all liabilities and reasonable expenses arising out of their trusteeship, except (with respect to the individual Trustee or Trustees directly involved) such

expenses and liabilities arising out of willful misconduct or gross negligence. No expense shall be deemed reasonable under this section until and unless approved by the Board of Trustees, or as determined by a court of competent jurisdiction.

Section 3. Delivery of Notices. Any notice required to be given under the terms of this Trust Agreement by the Fund shall be deemed sufficient and to have been duly served if delivered personally to the person to be notified in writing, or if mailed in a sealed envelope, postage prepaid, to such person, at their last known address as shown in the records of the Fund, or if sent by wire to such person at said last known address, except as otherwise provided by applicable federal and/or state law.

Section 4. Successor Clause. To the extent permitted by applicable law this Trust Agreement shall be binding upon and inure to the benefit of all Employers who are now or hereafter become parties to any Collective Bargaining Agreement, Memorandum of Agreement and/or Participation Agreement which, by their terms, requires said employer(s) to adopt and become bound by this Trust Agreement, and upon the heirs, executors, administrators, successors, purchasers and assignees of the Employers, the Union and the Trustees.

Section 5. Trustees Resolve All Questions. Any dispute as to eligibility, types, amount or duration of benefits shall be resolved by the Board of Trustees, and any Employee, Participant and/or Beneficiary shall have no right or claim with respect thereto against the Trustees individually. No Employer, Association, Union or Trustee shall be liable for the failure of or omission for any reason to pay any benefit under Benefit Plan adopted pursuant to the terms of this Trust Agreement.

Section 6. Applicable Law. All questions pertaining to this Trust Agreement, the Fund or Benefit Plan, and their validity, administration and construction shall be determined by the Trustees -- or the Fund's Administrator if the Trustees delegate their authority -- in accordance with the provisions of ERISA.

Section 7. Severability. If any provision of this Trust Agreement, the rules and procedures issued pursuant thereto, or any act in the administration of the Fund is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of this Trust Agreement or of any rules and procedures, unless such illegality or invalidity prevents accomplishment of the objectives and purpose of this Trust Agreement. In the event of any such occurrence, the Trustees will immediately take all other reasonable and appropriate acts to remedy any such defect, including, but not limited to, amendment of this Trust Agreement.

Section 8. Tax Deductible. The parties are entering into this Agreement and the Declaration of Trust, and the payments into the Fund are being made by the Employers, upon the condition and understanding that all such payments continue to be legally deductible and allowable as business expenses for tax and all other purposes, and that the same are not taxable to either Employees or Participants as compensation. The Board of Trustees will promptly submit this Trust Agreement and the Benefit Plan(s) hereunder to the Federal Internal Revenue Service, or any other Federal or State agencies they may deem appropriate with regard to the securing and continuation of the tax deductibility of any Employer contributions made pursuant to this Trust Agreement. In the event that it is determined by any appropriate agency or Court, or in the event that any applicable law, regulation, rules or policy provide that the Employer contributions made pursuant to this Agreement are not so deductible or allowable, or are taxable to the Participants and/or Beneficiaries, then the Trustees shall take all reasonable acts necessary to accomplish the objective of tax deductibility.

Section 9. Merger. The Trustees shall have the power to merge with, or into any other Fund established for similar purposes of this Trust Fund under terms and conditions which are agreeable to the parties to this Trust and to the Trustees of this Trust Fund.

Section 10. Reciprocity. The Trustees may, in their sole discretion enter into reciprocity agreements with other funds established for similar purposes as this Trust Fund, provided that any such reciprocity agreement shall not be inconsistent with the terms of this Trust Agreement.

Section 11. Titles. The use of the Titles in the various Articles in the Sections to this Trust Agreement are for convenience and readability only, and shall not add to or detract from the meaning of, or be used for the purpose of interpreting any provision.

ARTICLE VIII

AMENDMENTS, DURATION AND TERMINATION

Section 1. Amendments. This Agreement and Declaration of Trust may be amended (subject to the provisions of Section 2 of this Article VIII) by an instrument in writing executed by at least a majority of all Trustees, and such action shall become binding on the Union, all Employers, all Employees, all Participants, all Beneficiaries and the Trustees themselves.

Section 2. Restrictions on Amendments. No amendment may be adopted which will alter the basic principles of this Agreement and Declaration of Trust or the basic purpose of the Fund to provide health, welfare and related benefits to Employees and Beneficiaries, or which will be contrary to the laws governing trust funds of this nature or which diverts the Trust Fund, or any part thereof, to a purpose other than as set forth herein, or permits any return or payment over any part of the Trust Fund to any of the parties hereto or the Employer or Union hereunder, except for the refund or credit to the Employer, as permitted by applicable law, or which will adversely affect the right of the Employers to deduct contributions to the Trust Fund as a business expense under the Internal Revenue Code or under State tax laws imposing a tax on net income. Any such amendment or modification may have retroactive effect, if deemed necessary or desirable by the Trustees, except as otherwise provided by law.

Section 3. Trust Continuation. The provisions of this Trust Agreement shall continue in effect pursuant to applicable law, statute or regulation, or extensions thereof which provide for the continuation of this Trust Fund.

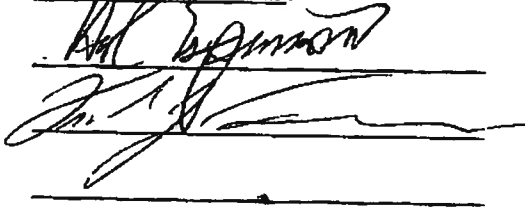
Section 4. Termination of Trust and Disposition of Funds. This Trust Agreement may be terminated by the Employers and the Union by an instrument in writing executed by mutual consent at any time, subject to Section 5 of this Article. Upon the termination of this Trust Agreement, any monies remaining in the Fund, after the payment of all expenses and obligations of the Fund, shall be paid or used for the continuance of any Plan providing health, welfare and related benefits to the Employees, Participants and Beneficiaries covered by this Trust until the Fund is exhausted.

Section 5. No Diversion From Purposes. In the event of a termination of this Trust Agreement, no part of the corpus or income of the Fund shall be used or diverted for purposes other than for the exclusive benefit of the Participants and Beneficiaries hereto and to meet the administrative expenses of the Fund.

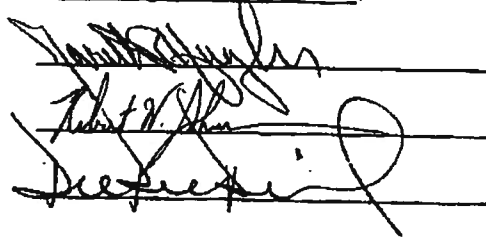
Section 6. Duration of Trust as Permitted by Law. In no event shall the Trust established by this Revised and Restated Agreement and Declaration of Trust continue for longer period than is permitted by law.

IN WITNESS WHEREOF, the Union Trustees and Employer Trustees hereby evidence their acceptance of this Revised and Restated Agreement and Declaration of Trust and cause the same to be executed on the date first set forth above.

UNION TRUSTEES:

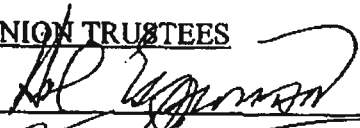
Handwritten signatures of three Union Trustees, each written over a horizontal line.

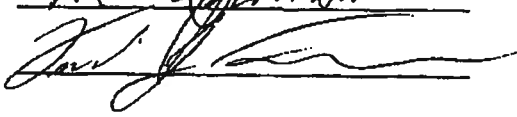
EMPLOYER TRUSTEES:

Handwritten signatures of three Employer Trustees, each written over a horizontal line.

The undersigned Trustees hereby accept the position of Union Trustee or Employer Trustee and consent to the terms and provisions contained in the foregoing Revised and Restated Agreement and Declaration of Trust for that certain Trust Fund known as the "PROFESSIONAL MUSICIANS, LOCAL 47, AND EMPLOYERS' HEALTH AND WELFARE FUND", and agree to administer the Trust Fund therein provided and be bound thereby in the performance of their duties as Trustees, as contained in said Agreement and Declaration of Trust.

UNION TRUSTEES





EMPLOYER TRUSTEES

