

**RESTATED AND AMENDED
AGREEMENT AND DECLARATION OF TRUST OF
PRINTING INDUSTRIES BENEFIT TRUST
DATED JUNE 24, 2019**

This RESTATED AND AMENDED AGREEMENT AND DECLARATION OF TRUST DATED JUNE 24, 2019 (this "Agreement") is made and entered into as of the twenty-fourth day of June, 2019, by and between the Printing Industries Association, Inc. of Southern California and Jack Stoughton, Jim Joyce, Eddie Audelo, Ian Flynn, Kathy Main, Pat McBride, David Midler, Frank Parks, Mickey Rodich, Brian Schott, Peter Young, and Darryl Carlson as Trustees.

WITNESSETH:

WHEREAS, the Printing Industries Association, Inc. of Southern California, an industry association, and its employer members desire to recognize the contribution made toward the successful operation of the employers' businesses by their employees, and to reward such contribution by establishing a group benefit plan for those employees who shall qualify for benefits according to the terms of the plan of group coverage as may hereafter be secured by the Trustees; and

WHEREAS, to accomplish this purpose it is desired to establish a trust fund to provide the aforementioned benefits; and

WHEREAS, it is desired to define the powers and duties of the Trustees and to provide for the application of the trust fund; and

WHEREAS, the signatory parties to this Agreement desire and wish to assure compliance with applicable law, specifically including Article 4.7 (commencing with Section 742.20) of the Insurance Code of the State of California which prescribes standards for Multiple Employee Welfare Arrangements which operate in the State of California, and ERISA; and

WHEREAS, each of the employers participating under this Agreement has completed all acts required by law, or by its articles of incorporation and bylaws, that would authorize and bind each of them under this Agreement.

NOW THEREFORE, in consideration of the premises, it is mutually understood and agreed as follows:

ARTICLE I CREATION OF THE TRUST

SECTION 1- The Printing Industries Benefit Trust, formerly named the Printing Industries Association, Inc. of Southern California Benefit Trust or the PIASC Benefit Trust, a nonprofit organization, was established pursuant to an Agreement and Declaration of Trust dated May 1, 1982. This Agreement is effective as of June 24, 2019, and supersedes any and all Declarations of Trust which may predate it.

SECTION 2 - Only Employers which are members of the Printing Industries Association, Inc. of Southern California, Printing Industries Association of San Diego, Inc., Printing & Imaging

Association of Georgia, Inc., and Visual Media Alliance are eligible to participate in the Printing Industries Benefit Trust.

SECTION 3 - All Participating Employers agree to be bound by the terms and conditions herein set forth and shall be deemed parties hereto.

SECTION 4 - The Participating Employers shall appoint Trustees as hereinafter provided.

SECTION 5 - The contributions by employers and any other money or property which may come into the hands of the Trustees hereunder (all such payments, money and property herein called the Trust Fund) shall be held, administered, applied and disposed of as a trust fund for the uses and purposes hereinafter limited, described and declared, and in accordance with the terms and provisions of this Agreement. The Trustees or such other persons or entities designated or appointed by the Trustees in accordance with this Agreement are hereby designated as the persons to receive the payments heretofore or hereafter made to the Trust by the participating employers. The Trustees are hereby vested with all right, title, and interest as the Trust may provide.

ARTICLE II DEFINITIONS

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

SECTION 1 - *Act or ERISA*. The Employee Retirement Income Security Act of 1974, any amendments thereto, and any regulations promulgated pursuant to the provisions of said Act.

SECTION 2 - *Administrator*.

a. The Administrator shall be the person, firm, or corporation appointed by the Trustees, who through employment by or contract with the Trustees, is charged with the record keeping, reporting and disclosure, processing of applications for benefits, benefit determinations, and related administrative functions and decisions, and shall be the chief financial officer of the Trust to keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Trust, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The Administrator (or, where applicable, any claims administrator appointed by the Trustees) shall have full power and complete discretion to determine all questions of coverage and eligibility, to construe all terms, provisions, conditions and limitations of the Plan with respect to applications or claims for benefits, and to make determinations as to the right of any person to a benefit under the Plan, and any such determination shall be final and binding, subject to the appeal procedures set forth in Article VII.

b. The Trustees shall have the power to appoint an Assistant Administrator. In the absence or disability of the Administrator, the Assistant Administrator, if any, shall perform all the duties of the Administrator, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the Administrator. The Assistant Administrator shall have such other powers and perform such other duties as from time to time may be prescribed for him or her by the Board of Trustees or by the Administrator.

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c. If the Administrator resigns, is terminated, retires, dies or is otherwise permanently unavailable to continue as the Administrator, the Assistant Administrator shall then automatically become the Administrator.

SECTION 3 - *Agreement, and/or Trust.* This Third Amended and Restated Agreement and Declaration of Trust Dated June 24, 2019 effective as of the date provided in Article I, Section 1 above, the Trust created and maintained thereby, and all amendments and modifications hereafter made.

SECTION 4 - *Benefit Provider.* Any fund, entity or instrumentality through which the Trustees purchase benefits.

SECTION 5 - *Benefits.* The benefits provided to Eligible Persons pursuant to the terms of the Trust, the benefits plan, the insurance policy or policies, HMO contract or contracts or by self-funding.

SECTION 6 - *Code or Insurance Code.* The Insurance Code of the State of California, any amendments thereto, and any regulations of the California Insurance Commissioner.

SECTION 7 - *DOL Regulations.* The regulations of the Department of Labor.

SECTION 8 - *Eligible Persons.* All employees who are eligible to receive benefits under the terms of the Trust which are either self-funded or provided through an insurance policy or policies.

SECTION 9 - *Employee.* Any person employed by a Participating Employer on whose behalf payments are made to the Trust Fund.

SECTION 10 - *Employer.* Any employer or successor in interest to such employer who subscribed to this Agreement or any other instrument binding it to the provisions hereof, or any wholly-owned subsidiary of such an employer whether or not subscribed hereto. The Printing Industries Association, Inc. of Southern California, Printing Industries Association of San Diego, Inc., Printing & Imaging Association of Georgia, Inc., and Visual Media Alliance shall each be deemed an Employer in accordance with the provisions of this Section 9, and a Participating Employer in accordance with the provisions of Section 13 of this Article II.

SECTION 11 - *HMO.* Any organization licensed to operate as a Health Maintenance Organization.

SECTION 12 - *Insurer or Insurance Company.* Any company which provides insurance benefits and which is duly licensed to do business.

SECTION 13 - *Participating Affiliates.* The Printing Industries Association, Inc. of Southern California, Printing Industries Association of San Diego, Inc., Printing & Imaging Association of Georgia, Inc., and Visual Media Alliance.

SECTION 14 - *Participating Employers.* The Employers, individually or collectively, which are contributing to this Trust Fund.

SECTION 15 - *Plan*. The group benefits of any kind, self-funded or otherwise, including employee eligibility requirements for such benefits and any other terms and conditions, all as adopted by the Trustees under the authority conferred upon them in this Agreement.

SECTION 16 - *Policy*. Any policy or policies of group benefits secured and held by the Trustees for the purposes of this Trust. Any such reference shall also mean, in the case of an HMO, any contract or contracts between the Trustees and an HMO.

SECTION 17 - *Trust Fund or Fund*. All property and monies held by the Trustees pursuant to this Agreement, including contract rights and records of the Trustees.

SECTION 18 - *Trustees*. The Trustees, together with their successor Trustees as designated in the manner provided in Article III, Sections 1 and 7, and additional Trustees, if any, as designated in the manner provided in Article III, Section 6. The Trustees shall be known as the Board of Trustees of the Printing Industries Benefit Trust. The Trustees shall be the "named fiduciaries" in accordance with Section 402(a)(1) of the Act.

ARTICLE III THE TRUSTEES

SECTION 1 - *Designation of Trustees*. The Trust shall at all times be administered by no fewer than three, nor more than 13, Trustees. The Trustees shall be selected by vote of the Participating Employers. Only those persons who are owners, partners, officers, or directors of one or more employers participating in the Trust shall be qualified to be selected and to serve as a Trustee. However, a Trustee may not be an owner, partner, officer, or director of, or otherwise employed by, the insurer, administrator, or service company providing insurance or insurance related services, if any, to the Trust. The vote of the majority of those Participating Employers who actually cast ballots or otherwise signify their choice in writing shall be determinative.

- a. Prior to December 1st of each year, the Chair will appoint a Nominating Committee which will propose to the Participating Employers candidates for election to Trusteeships in such calendar year in the form of a written ballot mailed to each Participating Employer.
- b. Participating Employers may vote for these candidates or write in the name(s) of other qualified candidate(s) of their choice.
- c. Newly elected trustees will take office on January 1st of the next following calendar year and serve for a one (1) year term or until their successor is qualified (unless they die, resign or are removed from office).
- d. The total number of Trustees and number of Trustees allocated to each Participating Affiliate shall be determined by majority vote of the Trustees, who shall consider, but not be bound by, the relative premiums received from members of each Affiliate.

SECTION 2 - *Acceptance of the Trust by Trustees*. Each of the Trustees, upon signing this Agreement or a written instrument of acceptance of Trusteeship, shall be deemed to accept the Trust governed hereby, to consent to act as Trustee, and to agree to administer the Trust Fund as herein provided. Any new Trustee, upon acceptance of the Trusteeship in writing, filed with the

Trustees, shall be deemed to accept the Trust governed hereby, to consent to act as Trustee, and to agree to administer the Trust Fund as herein provided.

SECTION 3 - *Trustee Officers.*

- a. The Trustees shall elect from their number a Chair and a Vice Chair, to serve for a period of three (3) years, or until their successors shall have been selected. The Chairman and Vice Chairman shall act on behalf of the Board of Trustees in the interim period between Trustee meetings subject to the review and approval of the Board of Trustees or the Executive Committee.
- b. The Trustees shall elect from their number a Secretary, to serve for a period of three (3) years or until his or her successor shall have been selected. The Secretary shall keep or cause to be kept at the principal executive office or at such other place as the Board of Trustees may direct, a book of minutes of all meetings and actions of the Board of Trustees and committees of the Board of Trustees, with the time and place of holding, the notice given, the names of those present at meetings, and the proceedings. The Secretary shall, if directed by the Chair or the Vice Chair, give, or cause to be given, notice of all meetings of the Board of Trustees, and shall have such other powers and perform such other duties as may be prescribed by the Board of Trustees.
- c. All three officers shall not be from the same affiliate.

SECTION 4 - *Meetings of the Trustees.* The Trustees shall hold meetings of the Board of Trustees from time to time but at least once in each year at a date fixed by the Trustees. Such meetings shall generally be held in person but shall also include meetings held from time to time by telephone conference call. The Chair or the Vice Chair may call a meeting of the Trustees at any time by giving at least seven (7) days' written notice of the time and place thereof, or of the date and time for a meeting by telephone conference call, to each Trustee. Notice of a meeting may be delivered in person, by mail, by e-mail, by facsimile, or by telegram. Meetings of the Trustees may also be held at any time without written notice and/or without seven (7) days' notice if all the Trustees consent thereto. A written summary of proceedings of each Trustees meeting shall be maintained. In the event that the Trustees shall unanimously concur in writing upon any proposition, no meeting need be held by the Trustees for such proposition to be effective.

SECTION 5 - *Quorum.* At any meeting of the Trustees, the number of Trustees equivalent to a majority of the total number of Trustees shall constitute a quorum for the transaction of business. Decisions of the Trustees shall be made by the concurring vote of a majority of Trustees present at the meeting and voting.

SECTION 6 - *Increase in the Number of Trustees.* Upon the approval of a majority of the Board of Trustees, the number of Trustees may be increased. All Trustees added to the present number of Trustees shall be selected in accordance with the procedures set forth in Section 1 of this Article III.

SECTION 7 - *Resignation, Removal and Succession of Trustees.* The Trustees shall continue to serve until death, incapacity, resignation or removal as herein provided:

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- a. A Trustee may resign from this Trust by giving notice of resignation to the Administrator who shall immediately give notice to all other Trustees. Resignation shall be effective on the date specified in the notice, which shall be a date not less than thirty (30) days from the date of delivery of the notice of resignation, unless the remaining Trustees unanimously consent in writing to an earlier effective date.
- b. The Participating Employers may remove any Trustee or all Trustees from office at any time by an instrument in writing duly executed by a majority of Participating Employers and mailed by certified mail or delivered by hand to the last known address of the Trustee or Trustees or delivered by email to the last known email address of the Trustee or Trustees, with copies of the removal notice also mailed by certified mail or delivered by hand to the other Trustees and to the Administrator.
- c. If a Trustee shall die, become incapacitated, or resign, then a successor Trustee shall be selected and appointed by majority vote of the remaining Trustees, and notice thereof shall be given to each Participating Employer, the Board of Trustees and the Administrator. That successor Trustee shall serve until the next annual election held in accordance with the procedures set forth in Section 1 of this Article III or until their successor is qualified (unless they die, resign or are removed from office).
- d. Any Trustee who has failed to attend two out of every three regular and special meetings of Trustees without excuse shall be automatically removed as a Trustee without any action by the Trustees. As used in this Section 7.d., an “excuse” from a meeting shall include only the following: (i) pursuant to a leave of absence for a limited period of time approved by the Trustees at a regular or special meeting (in which event the number of Trustees will be reduced by one in determining whether a quorum is or is not present during the period of the leave of absence), and (ii) an absence resulting from an illness or disability preventing the absent Trustee from attending meetings and the Trustees by resolution before or after such absence excuses such absence.
- e. Upon the termination of the services of a Trustee for any reason whatsoever, the Trustee or his personal representative shall deliver to the successor Trustee all policies and all books, checks, receipts, accounts, and other records of any kind or character without exception, relating to the Trust.

SECTION 8 - *Compensation and Expenses.* The Trustees shall serve without compensation, but the Trustees shall be reimbursed by the Trust for all expenses incurred by them in the performance of their duties herein; provided, however, that such expenses are reasonable and necessary to the performance of such duties.

SECTION 9 - *Bonding.* All the Trustees and any employee employed by the Trustees who may be engaged in handling monies of the Fund shall be bonded by a duly authorized surety company in such amounts as the Trustees may determine or as required by law, whichever is greater. The cost of the premium of such bonds shall be paid out of the Fund.

ARTICLE IV DUTIES AND POWERS OF THE TRUSTEES

SECTION 1 - *Construction of Agreement.* The Trustees shall have full power and complete discretion to construe and determine all questions arising under the provisions of this Agreement and any Plan adopted hereunder, and the terms thereof, including the discretionary authority to determine eligibility for benefits, and any construction adopted by the Trustees in good faith shall be binding upon the Trust, the Employer and the employees and their families, dependents, beneficiaries and/or legal representatives. The Trustees may, by resolution, delegate their full measure of authority and discretion or any part thereof to the Administrator, subject to the general authority of the Trustees.

SECTION 2 - *General Powers.* In addition to all other rights, powers and prerogatives vested in them by law or by other sections of this Agreement, the Trustees shall have the following powers in their names as Trustees or in the name of the Fund but in all cases in compliance with the Code and ERISA:

- a. Demand, collect, receive and hold contributions and take steps, including the institution and prosecution of, or the intervention in, any proceedings at law, in equity, or in bankruptcy, as may be necessary or desirable to effectuate collection of such contributions.
- b. Lease or purchase such premises, materials, supplies and equipment, and hire, employ, retain and pay an Administrator and such administrative, accounting, actuarial, clerical and other assistance or employees and such legal, investment and other counsel, as in their discretion they may find necessary or appropriate in the performance of their duties.
- c. Deposit any monies received by them, in such banks or other financial institutions, including lawfully chartered credit unions, as they may designate for that purpose.
- d. Hold from time to time any or all of the Trust Fund in cash, uninvested and nonproductive of interest or other income.
- e. Sell, transfer, or dispose of any securities or other property at any time held by them for cash or on credit; convert or exchange any securities or other property at any time held by them for other securities or other property which they deem acceptable. Any such sale, transfer, disposition, conversion, or exchange may be made publicly or by private arrangement.
- f. Consent to the reorganization, consolidation, merger, dissolution, or readjustment of the finances, of any corporation, company, or association, any of the securities of which may at any time be held hereunder, exercise any option or options, make any agreement or subscriptions in connection therewith and hold and retain any property acquired by means of the exercise of the powers expressed in this paragraph to the extent that it is acceptable to them.
- g. Compromise, arbitrate, settle, adjust, or release any suit or legal proceeding, claim, debt, damage or undertaking due or owing from or to the Trust on such terms and conditions as they may deem advisable.
- h. Borrow money from any and all types of persons, companies, or institutions upon such terms and conditions as they may deem desirable and, for the sums so borrowed or advanced,

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they may issue promissory notes or other evidence of indebtedness as Trustees, and secure the repayment thereof by the pledge of any securities or other property in their possession as Trustees.

i. Authorize by resolution any one or more of the Trustees to execute any notice or other instrument in writing, and all persons, partnerships, corporations, or associations may rely thereupon that such notice or instrument has been duly authorized and is binding on the Fund and the Trustees.

j. Do all other acts, and take any and all other actions, whether or not expressly authorized herein, which they deem necessary and proper for the protection of the property held hereunder.

k. Reimburse Trustees and others for all reasonable and necessary expenses incurred by them in performance of their duties.

l. Make appropriate allocations of common administrative expenses and disbursements shared or to be shared with any other plan or fund or entity.

m. The Trustees shall have the power and authority, pursuant to Section 402(c)(3) of the Act, to appoint one or more investment managers (as defined in Section 3(38) of the Act), which shall be responsible for the management, acquisition, disposition, investing, and reinvesting of the assets of the Trust Fund, subject to investment guidelines adopted by the Trustees. The Trustees shall have the obligation to monitor the performance of such manager or managers, but to the extent provided by law shall bear no liability for any investment decisions made by such manager or managers. Any such appointment may be terminated by the Trustees upon written notice to the investment manager. The fees of such investment manager, and its expenses to the extent permitted by law, shall be paid out of the Trust Fund. In connection with any allocation or delegation of investment functions under this subsection, the Trustees shall, from time to time, adopt appropriate investment policies or guidelines.

n. The Trustees shall have the power and authority to establish contribution rates for Participating Employers.

o. The Trustees shall have the obligation to obtain and maintain compliance with the provisions of Article 4.7 (commencing with Section 724.20) of the Code relating to Multiple Employer Welfare Arrangements.

SECTION 3 - *Establishment of Group Benefit Plans.* The Trustees shall, after the execution of this Agreement, continue to provide the benefits now in effect either through insurance, HMO or self-funding until the Trustees decide to change, amend, or modify such benefits. The Trustees may also apply for a new or additional group insurance policy or policies from an insurer or insurers, contracts from an HMO or self-funded benefits from a benefit provider, which continues the current coverage or changes the coverage to provide eligible persons with benefits on account of death, disability, accident, sickness, medical expenses, hospitalization or any subject of benefits amenable to grouping. The Trustees shall have complete discretion to determine which, if not all, of those benefits shall be provided by the Trust, and the character and amount of each benefit as the Trust Fund may afford.

SECTION 4 - *Application of the Trust Funds.* The Trust Fund shall be used and applied for any or all of the following purposes:

- a. To pay or provide directly, or indirectly through an insurance carrier or HMO, benefits of the kind set forth in Section 3 of this Article.
- b. To establish and accumulate such reserve funds as may be necessary and appropriate, and as required by applicable law, for the proper execution of the Trust herein created.
- c. To establish and maintain aggregate and specific stop loss insurance, with appropriate attachment points as may be necessary and appropriate, and as required by applicable law, for the proper execution of the Trust herein created.
- d. To pay or provide for all the reasonable expenses involved in the administration of the affairs of this Trust, as provided in Section 2 of this Article.
- e. To provide a fidelity bond in an amount not less than that required by applicable law.
- f. To provide for a fiduciary liability policy in an amount not less than that required by applicable law.

SECTION 5 - *Delegation of Full Board's Authority.* The Trustees may appoint the Administrator, Chair or Vice Chair to sign applications for benefit coverage and any amendments to a benefit contract which may have been previously authorized by such Trustees. The execution by said Administrator or officer shall be conclusive evidence to the insurance company, HMO or benefit provider or other parties to the contract or amendment or any other person having dealings with the Fund that said Administrator or officer has acted within the authority herein designated and that said person shall be fully protected in reliance on such duly executed document.

SECTION 6 - *Determination of Eligibility.* The Trustees shall determine the terms and conditions of eligibility of employees for the purposes of this Trust, and may make benefits available for, or on account of, the following:

- a. Employees of Participating Employers.
- b. Individual proprietors and partners or employers who are individual proprietorships or partnerships.
- c. The Trustees or their employees, or both, if their duties are principally connected with the trusteeship.
- d. Dependents of eligible persons.

SECTION 7 - *Maintenance of Group Benefits.* The Trustees shall keep benefits in force by paying from the Trust Fund the contributions or premiums required under the policy or policies, plans, contract or contracts, and the Trustees shall furnish all reports required by the Insurer, HMO or Benefit Provider.

SECTION 8 - *Employer Contributions.*

a. The Trustees shall determine the contributions required of each Participating Employer for the cost of benefits to be furnished to Employees of such Participating Employer and their dependents, and for the cost of the reasonable administrative expenses of the Trust.

b. The Trustees shall require from the Employers whatever reports are necessary or convenient for the proper determination of the contribution due from each Employer. The Trustees may at any time have an audit made by independent certified public accountants of the payroll and wage and other records pertinent to such wage and payroll information of any employer in connection with the said contributions and/or reports.

SECTION 9 - *Defaulting Employer.*

a. The Trustees have the power to terminate the participation in the Trust of any Employer who fails to pay or provide for the payment of any contribution beyond the grace period provided in any insurance policy, contract or self-funded plan or who fails to make the reports necessary to maintain the benefit coverage of the Employer's employees.

b. Whenever benefit coverage has been provided for the employees of an Employer who has failed to provide the Trustees with the required contributions or reports for such coverage, or who fails to give the Trustees timely notice of its desire to terminate its participation, the Board of Trustees, or any committee of the Trustees as the Board shall appoint, may take any action necessary to enforce payment of the contributions due hereunder, including the initiation and prosecution of, or the intervention in, such legal proceedings as the Trustees or its committee in their sole discretion determine to be in the best interest of the Trust Fund for the purpose of collecting such payments, money and property. Such action may include the recovery of all costs in connection therewith, together with all reasonable attorney's fees and all other expenses of collection, and may require the defaulting Employer to pay such reasonable rate of interest as the Trustees may determine on the money due to the date when payment is made.

SECTION 10 - *Qualified Medical Child Support Order.* The Administrator shall establish reasonable procedures to determine whether medical child support orders are qualified medical child support orders and to administer the provision of benefits under such qualified orders. The procedures shall provide for the notification of each person specified in a medical child support order as eligible to receive benefits under the Plan (at the address included in the medical child support order). The procedures also shall permit an "alternate recipient" (child of a participant who is recognized under a medical child support order as having a right to enrollment under a group health care plan with respect to the participant) to designate a representative for receipt of copies of notices that are sent to the alternate recipient with respect to a medical child support order. The procedures must be distributed promptly in writing upon receipt by the Plan of the medical child support order. The term "medical child support order" means any judgment, decree, or order (including approval of a settlement agreement) issued by a court of competent jurisdiction, or through an administrative process under state law, which provides for child

support with respect to a child of a participant covered under a group health care plan administered on behalf of the Trust, is made pursuant to a state domestic relations law (including a community property law), and relates to benefits under such plan, or enforces a law relating to medical child support described in section 1908 of the Social Security Act (as added by section 13822 of the Omnibus Budget Reconciliation Act of 1993) with respect to a group health plan.

SECTION 11 - *Committees.*

a. Powers Generally. In order to provide for the effective administration of the Trust, the Board of Trustees may, by resolution adopted by a majority of the Trustees then serving, designate one or more committees, each consisting of two or more Trustees, and no other persons, to serve at the pleasure of the Board of Trustees. The Board of Trustees may designate one or more Trustees as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any committee, but only to the extent provided in the resolution of the Board of Trustees, shall have all the authority of the Board of Trustees, except with respect to:

(i) the approval of any action which, under the California Probate Code also requires the approval of all of the Trustees;

(ii) the fixing of the authorized number of Trustees or the filling of any vacancies among the authorized number of Trustees;

(iii) the fixing of compensation of the Trustees for serving as a Trustee or serving on any committee;

(iv) the amendment of this Agreement;

(v) the amendment or repeal of any resolution of the Trustees which by its express terms is not so amendable or repealable;

(vi) the appointment of any other committees of the Trustees or the members of any committee;

(vii) the appointment of investment managers; and

(viii) approval of any action, including an action affecting the management and control of the assets of Plan, contrary to ERISA Section 405.

b. Committee Meetings. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article III, Section 4 of this Agreement relating to meetings and actions of the Board of Trustees, with such changes therein as are necessary to substitute the committee and its members for the Board of Trustees and its members, except that (a) the time of regular meetings of committees may be determined either by resolution of the Board of Trustees or by resolution of the committee; (b) special meetings of committees may also be called by resolution of the Board of Trustees; and (c) notice of special meetings of committees shall also be given to all alternate members who shall have the right to attend all meetings of the committees. The Board of Trustees may adopt rules for the governance of any committee not inconsistent with the provisions of this Agreement.

c. Executive Committee. The Executive Committee shall consist of the Chair, who shall serve as chair of the Executive Committee, the Vice Chair and the Secretary. The Executive Committee, unless limited by a resolution of the Board of Trustees, shall have and may exercise all the authority of the Board of Trustees in the management of the business and affairs of the Trust between meetings of the Board of Trustees; provided, however, that the Executive Committee shall not have the authority of the Board of Trustees in reference to those matters

enumerated in this Section 11 above. The designation of such Executive Committee and the delegation of authority to it shall not operate to relieve the Board of Trustees or any individual Trustee of any responsibility imposed on it or him/her by law, by this Agreement or by law.

d. Finance Committee. The Board of Trustees may appoint a Finance Committee which, if formed, shall consist of not less than two (2) Trustees. In addition, the Administrator of the Trust, if he or she shall be a Trustee, shall be an ex officio member of the Finance Committee. If the Administrator is not a Trustee, the Administrator shall receive notice of each regular and special meeting of the Finance Committee, and may be invited to attend meetings of the Finance Committee at the discretion of the Finance Committee Chair. The duties and responsibilities of the Finance Committee shall be:

- (i) to develop and recommend financial policy to the Board of Trustees.
- (ii) to review the Trust's annual budgets and to make recommendations thereon to the Board of Trustees.
- (iii) to review the monthly financial statements of this corporation, appraise the corporation's operating performance and make recommendations to the Board of Trustees on both current and long-term fiscal affairs;
- (iv) to advise the Board of Trustees on methods and procedures which will assure that the financial policies and budgets adopted by the Board of Trustees are carried out; and
- (v) to review and advise the Board of Trustees on financial feasibility of projects, acts and undertakings referred to it by the Board of Trustees.

e. Audit Committee. The Board of Trustees may appoint an Audit Committee. The Audit Committee shall be composed of such number of Trustees as the Board of Trustees shall deem prudent. A majority of the members of the Audit Committee shall not serve on the Finance Committee, and neither the chair of the Finance Committee nor the Administrator of the Trust, if he or she shall be a Trustee, shall serve on the Audit Committee. The duties and responsibilities of the Audit Committee shall be:

- (i) to approve selection of and compensation paid to the Trust's independent auditors, if any shall be engaged by the Board of Trustees;
- (ii) to review the results of the Trust's independent audit, if any, including significant reporting issues and findings, and, if necessary, recommend corrective action to the Board of Trustees;
- (iii) to oversee the Trust's programs as may be established from time to time relating to compliance with matters of law and good practice; and
- (iv) to review the results of internal audits and compliance monitoring activities and to recommend corrective action to the Board of Trustees when necessary.

ARTICLE V PROTECTION OF TRUSTEES AND OTHER PERSONS

SECTION 1 - *Reliance by Third Parties.* No party dealing with the Trustees in relation to this Trust shall be obliged to see to the application of any money or property of the Trust, or to see that the terms of this Agreement have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustees, and every instrument executed by the Trustees shall be conclusive in favor of every person relying thereon (1) that at the time of the delivery of said instrument, the Trust hereby created was in full force and effect, (2) that said instrument was executed in accordance with the terms and conditions contained in this

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Agreement, and (3) that the Trustees were duly authorized and empowered to execute such instrument.

SECTION 2 - *Receipt by Trustees.* The receipt given by the Trustees for any monies or other properties received by them shall effectively discharge the person or persons paying or transferring the same, and such person or persons shall not be bound to see to the application or be answerable for the loss or misapplication thereof.

SECTION 3 - *Reliance by Trustees.* Each of the Trustees shall be protected from liability in acting upon any paper or document believed by him to be genuine and to have been made, executed or delivered by the proper parties purporting to have made, executed or delivered the same, and shall be protected from liability in relying and acting upon the opinion of legal counsel in connection with any matter pertaining to administration or execution of this Agreement. The Trustees may rely upon an instrument in writing (including facsimiles) purporting to have been signed by, or upon telegrams purporting to have been transmitted by, a majority of the Trustees as conclusive evidence of the fact that a majority of the Trustees have duly taken the action stated to have been taken in such instrument, facsimile, or telegram.

SECTION 4 - *Limitation of Liability of Trustees.* To the extent permitted by applicable law, no Trustee shall be liable or responsible for any acts, errors or omissions of any other fiduciary or party in interest or any other person; no Trustee shall be liable for the acts, errors or omissions of any consultant, actuary, attorney, agent or assistant employed by them pursuant to this Agreement, if such consultant, actuary, attorney, agent or assistant was selected pursuant to this Agreement and such person's performance was periodically reviewed by the Trustees and found to be satisfactory; and no successor or new Trustee shall in any way be liable or responsible for anything done or committed in the administration of the Trust prior to the date he became a Trustee or after he ceased to be a Trustee. The costs and disbursements, including counsel fees and damages which may be awarded against or incurred by any Trustee as a result of any action or proceeding brought against any Trustee, shall be paid out of the assets of the Fund, if the act or omission on the part of the Trustee was in good faith, to the extent such payment of such costs or disbursements is permitted by applicable law. Defense costs shall be advanced by the Fund without requirement for security therefor unless and until a final decision by a court of competent decision finds that (a) a Trustee has breached his fiduciary obligation under ERISA, (b) by so doing has caused a loss to the Fund or has gained by use of Fund assets, and (c) is therefore liable in his individual capacity for damages or to return any profit occasioned by such breach to the Fund. The selection of counsel in any such matter shall be made by the Trustees.

SECTION 5 - *Books of Account.* The Trustees shall cause to be kept true and accurate books of account and records of all their transactions, which shall be audited annually (or more often if the Trustees so determine) by an independent certified public accountant selected by the Trustees. A copy of the results of such audit shall be furnished to the Trustees and shall be available upon reasonable notice for inspection by Participating Employers to this Agreement and interested persons at the principal office of the Trust Fund. Participating Employees and other interested parties shall, upon reasonable notice, be furnished with the latest financial statement in such abbreviated form as shall be reasonable and practicable.

SECTION 6 - *Deceased Trustees Release of Estate.* To the extent permitted by law, no liability shall attach to the estate of any deceased Trustee in connection with the administration of the

Trust, unless a specific claim setting forth in detail the basis for such Trustee's liability shall have been sent by registered mail to the Trustee during his lifetime or to his personal representative within six (6) months after notice to the Board of Trustees of the appointment of a personal representative for the decedent's estate by a court of competent jurisdiction. In no event shall the estate of a deceased Trustee or his personal representative be required to file an accounting of the Trust unless demand for such an accounting has been properly made upon such Trustee during his lifetime. Where no such claim or demand has been made upon the Trustee or his personal representative, then the surviving Trustees shall deliver to the estate of the deceased Trustee a full and complete release of the deceased Trustee and of his estate, which release shall contain a waiver of an accounting on behalf of the Fund, the Board of Trustees, and all the beneficiaries thereof; and further, in that event the estate of the deceased Trustee and his personal representative shall thereby be relieved of any duty, obligation or requirement to notify any of the Trustees of this Trust or any of the beneficiaries thereof of the filing of any account of the estate of the deceased Trustee or of any other proceeding in connection with the deceased Trustee's estate.

SECTION 7 - *Insurance.* The Trustees shall obtain and maintain policies of fiduciary liability insurance, in an amount no less than that required by applicable law, and may in their discretion obtain and maintain other policies of insurance, to the extent permitted by law, to insure themselves, the Trust Fund as such, and employees or agents of the Trustees or of the Trust Fund, while engaged in business and related activities for and on behalf of the Trust Fund (1) with respect to liability to others as a result of acts, errors or omissions of such Trustee or Trustees, employees or agents, respectively, provided such insurance policy shall provide recourse by the Insurer against Trustees as may be required by law and (2) with respect to injuries received or property damage suffered by them. The cost of the premiums for such policies of insurance shall be paid out of the Trust Fund. The Trustees or any of them, may, but without expense to the Trust Fund, purchase insurance for their own account, to cover liabilities for their acts, errors or omissions hereunder.

SECTION 8 - *The Trust Fund.* All monies received by the Trustees hereunder as part of the Trust Fund shall be deposited by them in such bank or banks or other financial institutions, including lawfully chartered credit unions, as the Trustees may designate for that purpose, and all withdrawals of money from any such bank or other institution shall be made only by check signed by a person or persons authorized by the Trustees to sign and/or countersign or by electronic funds transfers authorized by a person or persons designated by the Trustees to authorize them. However, no bank or other financial institution shall be selected as a depository of funds of this Plan which is not a member of the Federal Deposit Insurance Corporation, or is not otherwise supervised and insured by an instrumentality of the United States Government. Interest received from the bank or institution, if any, will become part of the corpus of the Trust Fund. The Trustees may make investments of funds in any property, real, personal, or mixed, which are not prohibited by law. However, the Trustees shall not be required to make any investment of funds in their possession and may hold cash uninvested for such length of time as the Trustees may determine without liability for interest thereon.

SECTION 9 - *Agreements with HMO or Insurer.* The Trustees may enter into any agreements with the Insurer or HMO which they, in their absolute discretion, deem to be in the best interest of this Trust, including, but not limited to, the following:

- a. Agreements whereby the experience under the policy or policies issued to the Trustees may be pooled with the experience of other policyholders of the Insurer or HMO.
- b. Agreements whereby the Trustees may deposit certain sums with the Insurer or HMO, which sums may be used by the Insurer or HMO as premiums under the policy or policies issued to the Trustees or may be used for payment of claims or for other purposes connected with such policy or policies.
- c. Agreements in respect to the calculation and payment, or other disposition, of any experience rating refunds, dividends or other credits to be paid to the Trust by the Insurer or HMO. In the absence of any such agreement, any experience rating refunds, dividends or other credits paid to the Trust may be dispensed to the Trust in any manner as the Trustees in their discretion shall determine. The Trustees shall keep a policy or policies (contract or contracts) in force by paying from the Trust Fund the premiums required under the policy or policies, and the Trustees shall furnish all reports required by the Insurer or HMO. Any reference to policy or policies shall also mean, in the case of an HMO, any contract or contracts between the Trustees and an HMO.

SECTION 10 - *Rules and Regulations.* The Trustees may prescribe such rules and regulations as, in their discretion, they may deem to be proper or necessary for the sound and efficient administration of this Trust, provided the rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE VI THE PARTICIPATING EMPLOYERS

SECTION 1 - *Participating Employers.* Any employer which is a member in good standing of the Printing Industries Association, Inc. of Southern California may become a party to this Agreement upon approval of the Trustees, by executing a Participation Agreement wherein it agrees to participate in the Fund pursuant to the terms of this Agreement and to accept as its representatives all members of the Board of Trustees. The Participation Agreement shall be in such form as may be satisfactory to the Board of Trustees or the Administrator. The Trustees shall not secure benefit coverage for the employees of any employer unless such employer shall have first executed this Agreement or a Participation Agreement.

SECTION 2 - *Contributions.* Each month each Participating Employer shall make such contribution to the Trust as may be required, by such date as it may be required, under the Plan for its covered employees.

SECTION 3 - *Expenses.* Each Participating Employer shall pay or reimburse the Trustees or shall provide for the payment to the Trustees of its pro rata share, as determined by the Trustees, of all of the reasonable costs and expenses in administering this Trust, including the Trustees' bond. Each Participating Employer shall pay or reimburse that portion of the Trust's administrative costs and expenses as the contribution attributable to coverage of that Employer's employees bears to the whole amount of contributions paid or payable to the Trustees in a given period of time, or upon any other reasonable basis established by the Trustees. Each Participating Employer shall also pay or reimburse any special administrative costs or expenses directly attributable to such Employer. Such costs may be included in the monthly cost of contribution

paid by the Participating Employer or may be billed from time to time as the Trustees in their sole discretion deem most appropriate.

SECTION 4 - *Distribution of Information*. Each Participating Employer shall have the responsibility to distribute to its participating employees, at the direction of the Trustees or Administrator, any information required by ERISA or for any other reason the Trustees deem necessary.

ARTICLE VII CLAIMS PROCEDURES

SECTION 1 - Each application for benefits hereunder, except as set forth in Section 10 of this Article, shall be processed by the Administrator, to whom the responsibility to approve or disapprove applications for benefits in accordance with the Benefit Plan has been delegated as herein provided. Within a reasonable time after the receipt of an application for benefits, and all supplemental documents and information necessary for a proper determination thereon, the applicant shall be notified by the Administrator, in writing, that his application has been approved, or has been disapproved in whole or in part. The Trust shall remain in compliance with the published regulations of the Department of Labor issued under ERISA and the Code with regard to claims procedure.

SECTION 2 - Whenever an applicant has been notified by the Administrator that his application for benefits has been disapproved, in whole or in part, the notice shall set forth in plain and concise language:

- a. The specific reason or reasons for the disapproval.
- b. All pertinent provisions of this Agreement and/or the applicable benefits plan or insurance policy.
- c. A description of such materials or information deemed necessary for the applicant to perfect his claim to benefits, together with an explanation as to the necessity therefor.
- d. A detailed explanation of the procedures of appeal, described in succeeding sections of this Article, available to the applicant for a full and fair review of the determination of disapproval of his application for benefits.

SECTION 3 - Each applicant (hereinafter referred to as the "claimant") whose application for benefits has been disapproved, in whole or in part, shall have the right to an appeal for a full and fair review of the determination so made, all in accordance with the procedures hereinafter set forth.

SECTION 4 - For the purposes of providing a full and fair review of such determination, the Trust has established an Appeal Review Board, the membership of which shall be, at all times, at least three (3) Trustees. The Appeal Review Board shall decide the appeal or may delegate responsibility to decide an appeal to the Insurer, HMO or Benefit Provider where it deems such delegation appropriate. In that event, claimants will be notified of the particular procedures and all information necessary to file appeals, and the provisions of Sections 5-9 of this Article VII shall not apply.

SECTION 5 - Request for a full and fair review of the denial, in whole or in part, of a claimant's application for benefits shall be made by the claimant (or his authorized representative) by a plain short written statement delivered in person, by registered or certified mail, or by facsimile, to the Administrator within the time limits set forth in applicable Regulations from the date of receipt by the claimant of an adverse determination of his claim for benefits, in whole or in part. Upon receipt of such written request, the same shall immediately be forwarded by the Administrator to the Appeal Review Panel, together with all files, papers, documents, materials and information relevant to the application made for benefits, and the determination made thereon.

SECTION 6 - The Administrator, on receipt of the request for review made by the claimant, will set the same for review by the Appeal Review Panel, upon a day certain, and provide for a decision by the Appeal Review Panel within the period set forth in the DOL Regulations (in the case of a group health plan, 30 days for "pre-service" claims and 60 days for "post-service" claims; in the case of a disability plan, 45 days plus a 45-day extension for special circumstances; and in the case of any other welfare benefit plan, 60 days from the date of receipt of the written request for review by the Administrator).

Prior to the date set for review and upon reasonable notice to the Appeal Review Panel, the claimant shall have the opportunity:

- (a) upon request and free of charge, to have access to, and copies of, all documents, records or other information relevant to his claim for benefits (except that the claimant shall not be given access to any other individual's benefit claim file); and**
- (b) to submit to the Appeal Review Panel, in writing, comments, documents, records or other information that are relevant to the claim for benefits.**

The Appeal Review Panel shall have the right to engage counsel, or the services of other professional employees retained by the Trustees of this Trust, to assist in the making of the full and fair review required hereunder. The claimant similarly shall have the right to engage counsel, and if he elects to do so, claimant's attorneys' fees and expenses shall be paid exclusively by the claimant.

SECTION 7 - The review by the Appeal Review Panel cannot give deference to the initial adverse benefit determination. The review will take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the Appeal Review Panel must consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment; such health care professional must not be a person who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such person.

SECTION 8 - Each decision made by the Appeal Review Panel shall be in writing, in plain and concise language understandable by the claimant, and shall set forth therein the reason, or reasons, for the decision made and the pertinent provisions of this Agreement and/or its Group Benefit Plan on which such decision is based. The notification must identify the medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination. The opinion of the Appeal Review Panel shall immediately be forwarded to the claimant, to all Trustees of this Trust, to the Administrator of this Trust, and, where applicable, to the Insurer, and if the claim has been sustained in whole or in part, the Appeal Review Panel shall direct the commencement of the applicable benefits to the claimant.

The review by the Appeal Review Panel shall be the sole and final mandatory internal review of the Administrator's decision. The claimant, if dissatisfied with the decision, has the right either to bring a civil action in court under Section 502(a) of ERISA, or may elect to proceed with a voluntary, binding arbitration of his claim for benefits under the conditions set forth below in Section 9.

SECTION 9 -

a. If the claimant is dissatisfied with the written decision of the Appeal Review Panel, he shall have the right, as the alternative to undertaking a court action, to appeal the determination of his claim to arbitration in accordance with the labor arbitration rules of the American Arbitration Association, provided that he submits a request for arbitration to the Administrator, in writing, within thirty (30) calendar days of receipt of the written decision of the Appeal Review Panel. The administrative fees of the American Arbitration Association and the fees and expenses of the arbitrator shall not be imposed upon the claimant and shall be paid by this Trust, but if the claimant elects to engage counsel, his attorneys' fees and expenses shall be paid exclusively by the claimant. If the claimant does not submit a request for arbitration within thirty (30) calendar days of receipt of the written decision of the Appeal Review Panel, he may not thereafter ask that the determination be reviewed by an arbitrator.

b. The question for the arbitrator shall be whether, in the particular instance, the Appeal Review Panel (1) was in error upon an issue of law, (2) acted arbitrarily or capriciously in the exercise of their discretion, or (3) whether its findings of fact were supported by substantial evidence. The decision of the arbitrator shall be final and binding upon the Plan, this Trust, and upon the claimant, and the claimant shall irrevocably be foreclosed from undertaking any civil action in court with respect to the determination of his claim.

c. The claimant's decision whether or not to pursue voluntary arbitration under this Section will have no effect on the claimant's rights to any other benefits under the Plan. Moreover, the Plan and this Trust will not assert a failure to exhaust administrative remedies where a claimant elects to pursue a claim in court rather than through the voluntary level of appeal. They also agree that any statute of limitations applicable to pursuing the claimant's claim in court will be tolled during the period of the voluntary appeal process.

d. The voluntary arbitration procedure is available to a claimant only after he has pursued the appeal through the Appeal Review Panel procedures, and this Trust and the claimant agree to proceed with the voluntary final and binding arbitration provided in this Section.

SECTION 10 - In the event that the application of a claimant for benefits involves a benefit for which the Insurer, HMO or Benefit Provider exercises the right to approve or disapprove any claims, the claims processing, review, and adjudication procedure shall be exclusively in accordance with the procedures of the Insurer, HMO or Benefit Provider, as the case may be.

ARTICLE VIII MISCELLANEOUS

SECTION 1 - *Amendment by Trustees.* This Agreement may be amended from time to time by the concurrence of a majority of the total number of Trustees, provided that written notice of any proposed amendment, including the proposed text of such amendment, shall have been given to all Trustees not less than ten (10) days in advance of any mail vote or ten (10) days in advance of the day of any meeting at which such amendment shall be voted upon, unless such requirement as to notice is waived by the unanimous consent of all Trustees. Any amendment adopted by the Trustees shall be duly executed in writing by them and annexed to this Agreement. Whenever an amendment is adopted in accordance with this Article, a copy thereof shall be distributed to all Trustees and filed with the Administrator, and the Trustees shall so notify all Participating Employers and other necessary parties and shall execute any instrument or instruments necessary in connection therewith.

SECTION 2 - *Beneficiaries.* Whereas this Trust serves only the direct purpose of administering the Group Benefit Plan, neither any Employer nor any Employee shall have an individual or collective right, title or interest in the Trust Fund. No Employer shall have the right to the return of any monies paid into the Trust Fund, except that the Trustees in their discretion may return overpayments by an Employer made as a mistake in fact, provided the Employer has notified the Trust in writing of such overpayment within one (1) year of the date such overpayment was made. Any benefit because of this Agreement shall accrue to any person only by virtue of becoming and continuing to be covered under a policy held by the Trustees. No person shall have any right, privilege or option to receive any cash or other consideration from the Trust Fund in lieu of benefits under a plan, policy or policies procured by the Trustees.

SECTION 3 - *Construction.* The masculine gender, where appearing, shall be deemed to include the feminine gender and the singular may include the plural, unless the context clearly indicates to the contrary.

SECTION 4 - *Responsibilities of Insurer, HMO or Benefit Provider.* No Insurer, HMO or Benefit Provider shall for any purpose be deemed a party to this Trust or be responsible for its validity or sufficiency. The obligations of the Insurer, HMO or Benefit Provider shall be measured and determined solely by the terms and conditions of the policy, contract or benefit plan it may issue, and there shall be no obligation to any person whatsoever, other than that stated in such group plan, policy or contract. The Insurer, HMO or Benefit Provider shall have no duty to see to the application of any monies it may pay to, or pursuant to the directions of, the Trustees. The Insurer or Benefit Provider shall not be required to take cognizance of the provisions of this Trust or to question the authority of the Trustees to do any act whatsoever. Therefore, the Insurer, HMO or Benefit Provider may take or allow, or fail to take or to allow, any action solely upon the faith of any application, waiver, request, direction, or any other instrument, without exception, executed by the Trustees.

SECTION 5 - *Titles*. The titles of the various articles and paragraphs in this Agreement are inserted solely for convenience of reference and are not a part of, nor shall they be used to construe, any term or provisions hereof.

SECTION 6 - *Encumbrance of Benefits*. No monies, property or equity, of any nature whatsoever, in the Fund, or policies or benefits or monies payable therefrom, shall be subject in any manner by an Employee or person claiming through such Employee to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, mortgage, lien or charge, and any attempt to cause the same to be subject thereto shall be null and void.

SECTION 7 - *Situs*. The State of California shall be deemed the situs of the Trust Fund created hereunder. All questions pertaining to validity, construction, and administration shall be determined in accordance with the laws of the State of California, to the extent not preempted by ERISA.

SECTION 8 - *Severability*. Should any provision of this Agreement, or Plan, or rules and regulations adopted thereunder, be held to be unlawful by a court of competent jurisdiction, it shall not affect any of the other provisions herein unless such illegality shall make impossible or impractical the functioning of the Agreement and the Plan; in such case, the appropriate parties shall immediately adopt a new provision to take the place of the illegal or invalid provision.

ARTICLE IX TERMINATION OR MERGER

SECTION 1 - *Termination*. This Agreement may be terminated at any time by the unanimous vote of all of the Trustees of this Trust, to become effective upon the execution of an instrument in writing executed by all of the Trustees.

SECTION 2 - *Procedures in the Event of Termination*. In the event of termination, the Trustees shall, in accordance with all laws and regulations prescribed or permitted by the Code and ERISA:

- a. Make provision out of the Trust Fund for the payment of any and all obligations of the Trust, including payment of claims for benefits and expenses incurred up to the date of termination of the Trust and the expenses incidental to such termination.
- b. Arrange for a final audit and report of their transactions and accounts, for the purpose of termination of their trusteeship.
- c. Give any notice and prepare and file any reports which may be required by law.
- d. Apply any remaining assets toward keeping in force the plan, policy or policies held at termination for such a period as contributions shall serve, or toward such other purposes as, in the opinion of the Trustees, shall be consistent with the purpose of this Trust.

SECTION 3 - *Notification of Termination*. Upon termination of the Fund in accordance with this Article, the Trustees shall forthwith notify each Participating Employer and all other necessary parties. The Trustees shall continue as Trustees for the purpose of winding up the affairs of the Fund.

RESTATED AND AMENDED
AGREEMENT AND DECLARATION OF TRUST OF
PRINTING INDUSTRIES BENEFIT TRUST DATED JUNE 24, 2019

SECTION 4 - *Merger of Trust*. In the event that the Trustees shall decide, by unanimous vote of all of the Trustees, that a merger or transfer of said Trust Fund to another fund would best effectuate the purposes of this Trust, the Trustees may merge or transfer said Trust Fund. In the event of a merger or transfer, or in the event of a merger or transfer in lieu of termination, the Trustees in their sole judgment may seek judicial protection of such action by any proceedings they deem necessary to settle their accounts, including the obtaining of a judicial determination or declaratory judgment as to any question of construction of the Agreement or the securing of judicial instructions as to any act taken thereunder.

IN WITNESS WHEREOF, the undersigned parties, being all of the Trustees of the Printing Industries Benefit Trust and the President of the Printing Industries Association, Inc. of Southern California, have hereunto set their hands this 26th day of June, 2019.


TRUSTEES OF THE PRINTING INDUSTRIES BENEFIT TRUST




Jack Stoughton




Jim Joyce




Eddie Audelo



Darryl Carlson



Ian Flynn



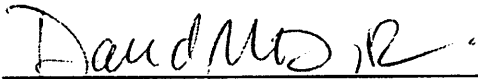
Kathy Main



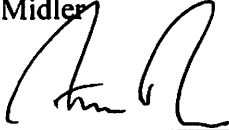
Pat McBride

[Signatures continue on next page]

RESTATED AND AMENDED
AGREEMENT AND DECLARATION OF TRUST OF
PRINTING INDUSTRIES BENEFIT TRUST DATED JUNE 24, 2019



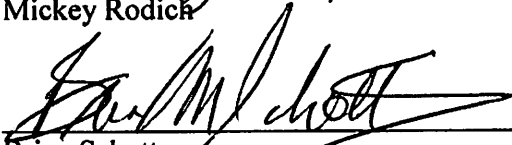
David Midler



Frank Parks



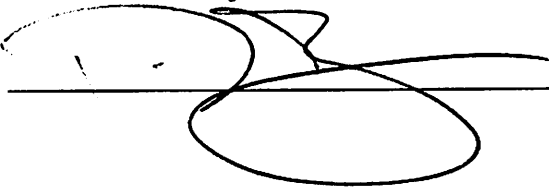
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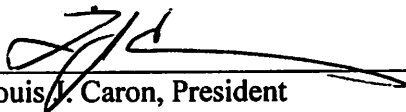
Brian Schott



Peter Young



PRINTING INDUSTRIES ASSOCIATION, INC.
OF SOUTHERN CALIFORNIA



Louis J. Caron, President