

**AMENDMENT NO. 1
TO
The Santa Monica UNITE HERE Health Benefit Trust Fund
(As Amended and Restated Effective May 1, 2015)**

WHEREAS, Article VIII, Section 8.1, of the Agreement and Declaration of Trust of the Santa Monica UNITE HERE Health Benefit Trust Fund, as amended and restated effective May 1, 2015 (the "Trust Agreement"), authorizes the Board of Trustees of the Santa Monica UNITE HERE Health Benefit Trust Fund to amend the Trust Agreement; and

WHEREAS, the Board of Trustees desires to amend the Trust Agreement so that a successor Employer Trustee shall be chosen by the remaining Employer Trustee(s) on behalf of the Employers;

NOW, THEREFORE, effective March 23, 2022, The Trust Agreement is amended as follows:

- I. Article V, Section 5.1 through 5.7 shall be deleted in their entirety and replaced as follows:

- a. Article V, Section 5.1 is hereby restated as follows:

5.1 There shall be three (3) Employer Trustees and three (3) Union Trustees. The Union shall appoint three Union Trustees. Employer Trustees shall appoint any and all new Employer Trustees. Such appointments shall be signed by the appointing Employer Trustee(s) or Union and shall be delivered to the Trustees directly or through the administrator of the Fund appointed by the Trustees.

- b. Article V, Section 5.2 is hereby restated as follows:

5.2 The Union and the appointing Employer Trustees may (but are not required to) designate an Alternate Trustee. An Alternate Trustee shall be entitled to vote at any meeting at which the Trustee for whom he or she serves as an alternate is not present, or to vote on any matter on which the Trustee for whom he or she serves as an alternate is unable to vote because of conflict of interest.

- c. Article V, Section 5.3 is hereby restated as follows:

The designation of Trustees by the Employer Trustees and/or the Union, and the acceptance of such designation by the persons so designated, shall be made by a signed writing, evidencing the agreement of such person with the terms of this Agreement and the requirements of the office of Trustee hereunder, delivered to the Trust. Upon presentation of such writing, any person so designated, without any further act, shall become vested with all the estate, rights, powers, discretion, duties and obligations of a Trustee.

d. Article V, Section 5.4 is hereby restated as follows:

5.4 Once duly designated, a Trustee or Alternate Trustee shall continue to serve as a Trustee or Alternate Trustee until resignation, termination, incapacity, or death. Any Trustee or Alternate Trustee may resign at any time upon delivery of a written notice to the Trustees.

e. Article V, Section 5.5 is hereby restated as follows:

5.5 The Union or the Employer Trustees may terminate the appointment of any Trustee or Alternate Trustee appointed to the Board of Trustees by such Union or Employer Trustees by delivery of a written notice of such termination to the Trust and to the Trustee to be terminated.


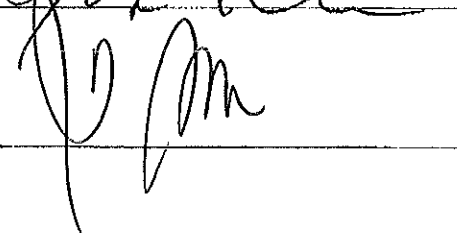
f. Article V, Section 5.6 is hereby restated as follows:

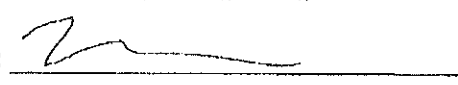
5.6 In the event of any vacancy on the Board of Trustees, a successor Employer Trustee shall be promptly designated by the remaining Employer Trustees if there is an Employer Trustee vacancy, and a successor Union Trustee shall be promptly designated by the Union if there is a Union Trustee vacancy. In the event there is only one Employer Trustee, said Trustee shall have the authority to appoint a new Trustee, and then the two said Employer Trustees shall have the authority to appoint a third Employer Trustee. The existence of a vacancy shall not impair the ability of the remaining Trustees (including Alternate Trustees) to carry out any action otherwise authorized under this Agreement.

g. Article V, Section 5.7 is hereby deleted in its entirety and not otherwise amended nor restated.

No other amendments, modifications, deletions, and/or restatements to the Trust Agreement are made by this Amendment.

Executed by the Trustees of the Santa Monica UNITE HERE Health Benefit Trust Fund on October 5, 2022.

EMPLOYER TRUSTEES
By: 
By: 

UNION TRUSTEES
By: 
By: 