

EMPLOYER EASE INSURANCE TRUST

TRUST AGREEMENT



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PREAMBLE

The signatory parties have executed this Trust Agreement effective September 1, 2005 and created a multiple employer Trust. The signatory parties evidence their intention to provide an Employee Welfare Benefit Plan to Participating Employees in compliance with the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, and hereby agree to the provisions set forth in the following pages.

ARTICLE I

DECLARATION AND CREATION OF TRUST

1. Name.

The name of the Trust is EMPLOYER EASE INSURANCE TRUST ("Trust").

The Trust may sue or be sued in such name. The Trustees may conduct business and act on behalf of the Trust in such name.

2. Purpose.

The Trust is intended to provide a distinct legal entity into which monies may be contributed by Participating Employers and Employees for the exclusive purpose of creating and administering an Employee Welfare Benefit Plan (or plans) for the benefit of Participating Employees, and their Beneficiaries, and for defraying reasonable expenses of administration.

3. Duration.

This Trust Agreement, and the Trust, will be effective as of September 1, 2005, and will continue indefinitely until terminated.

ARTICLE II
DEFINITIONS

The following definitions will apply whenever used in this Trust Agreement:

1. Adoption Agreement.

A written agreement between a Participating Employer and the Trust by which a Participating Employer agrees to contribute to the Trust and comply with the terms and provisions of this Trust Agreement.

2. Beneficiary

Any dependent or person designated by a Participating Employee, or by the terms of an Employee Welfare Benefit Plan, entitled to receive benefits.

3. Benefit Plan or Employee Welfare Benefit Plan.

Any lawful Employee Welfare Benefit Plan established and administered by the Trustees pursuant to this Trust Agreement.

4. EMPLOYER EASE INSURANCE TRUST.

The EMPLOYER EASE INSURANCE TRUST, A General Partnership.

5. Contributions.

The payments to the Trust required of a Participating Employer pursuant to the terms of an Adoption Agreement, or self-payments made by Participating Employees (if any), for the purpose of providing employee welfare benefits.

6. Participating Employee.

Any individual employee of a Participating Employer for whom the employer is obligated to make contributions to the Trust pursuant to an Adoption Agreement who attains eligibility for coverage under any Employee Welfare Benefit Plan established pursuant to this Trust Agreement.

7. Participating Employer.

Any employer which is a member in good standing of either the San Diego Convention & Visitors Bureau, or San Diego County Apartment Association and which is party to the Adoption Agreement. Additionally, the employer must be actively engaged in the industry represented by the respective association, or provide services for the

same.

8. Signatory Parties.

The parties who have created and signed this Trust Agreement, or their successors.

9. Trustees.

The Trustees of the Trust, or their successors.

10. Trust.

The distinct legal entity created by this Trust Agreement, as well as all property, monetary and contract rights held by the Trustees pursuant to this Trust Agreement.

11. Welfare Benefits or Employee Welfare Benefits.

The Benefits provided to Participating Employees through the terms of any Employee Welfare Benefit Plan established pursuant to this Trust Agreement.

ARTICLE III

TRUSTEES

1. The Trustees.

The Trust and the Employee Welfare Benefit Plan(s) will be administered by a Board of two (2) Trustees. The Trustees will be considered "named fiduciaries" as that term is used in ERISA. The original Trustees are identified on the signature page of this Trust Agreement.

2. Appointment of Trustees.

The Trustees are appointed by the EMPLOYER EASE INSURANCE TRUST. In the event of the termination of appointment, resignation, incapacity, or death of a Trustee, a successor Trustee will be appointed by the EMPLOYER EASE INSURANCE TRUST. Each Trustee shall accept appointment in writing and agree to abide by the terms and conditions of this Trust Agreement.

3. Termination of Appointment of Trustees.

A Trustee may terminate his or her appointment by resignation at any time. Such resignation will be effective as of the date specified in a written resignation notice directed from the Trustee to the EMPLOYER EASE INSURANCE TRUST.

The EMPLOYER EASE INSURANCE TRUST may terminate the appointment of a Trustee at any time. Such termination will be effective as of the date specified in a written notice of termination directed from the EMPLOYER EASE INSURANCE TRUST to the Trustee.

4. Disqualification From Serving as Trustees.

No individual who has been convicted of any of the crimes listed in Section 411 (a) of ERISA will be appointed, or allowed to continue to serve, as a Trustee during the statutory period of disqualification.

5. Return of Property Upon Termination of Appointment.

In the event of the termination of appointment, resignation, incapacity or death of a Trustee, the Trustee or his estate will immediately return all Trust property, including documents, records, monies, and books, to the Chairman of the Board of Trustees upon request.

ARTICLE IV TRUSTEE AUTHORITY

1. General Authority.

The Trustees have full authority to create, implement, and administer the Trust and the Employee Welfare Benefit Plan(s) created thereunder, except as may be expressly limited by the terms of this Trust Agreement. The Trustees may take any action they deem necessary to fulfill the purposes of the Trust Agreement and the Employee Welfare Benefit Plan(s). The Trustees may carry out their powers through the means of motions, resolutions, or through the implementation of administrative policies and rules. The Trustees have authority to interpret and implement the terms of this Trust Agreement, the Employee Welfare Benefit Plan(s), motions, resolutions, administrative policies and rules and any other writings or documents adopted or entered into. Nothing contained in this section will limit the authority of the EMPLOYER EASE INSURANCE TRUST as the plan and trust sponsor to terminate the Trust Agreement and the Trust, pursuant to Article X, Section 2 of this Trust Agreement.

2. Specific Authority.

The provisions of this Trust Agreement providing specific authority for certain actions by the Trustees will not be interpreted as requiring the Trustees to exercise such authority. The exercise of specific authority is discretionary with the Trustees.

3. Benefit Plan Design and Implementation.

The Trustees have authority and discretion to create, implement, interpret and administer the Employee Welfare Benefit Plan(s), including the rules concerning the eligibility of Participating Employees for benefits and the amount of said benefits. This authority includes the right to amend, modify or terminate all or any part of the rules relating to the Benefit Plan(s). Amendments and modifications may be made on a prospective or retroactive basis, to the extent they are consistent with the requirements of ERISA and any other applicable law or regulation and in accordance with Article X, Section 1 of this Trust Agreement.

4. Method of Providing Benefits.

The Trustees have authority to provide benefits, in whole or in part, directly from the Trust or contract with an insurance carrier or other entity, to underwrite or provide such benefits.

The Trustees have authority to determine the means of payment of benefits to Participating Employees and their Beneficiaries. This authority includes the power to adopt rules by which payments owing to a minor or incompetent may be made to other persons or institutions on behalf of such minor or incompetent. Payments made under any such rule will fully satisfy the Trust's obligation to such minor or incompetent person.

5. Adoption Agreements.

The Trustees have authority to devise and enter into Adoption Agreements, at the expense of the Trust, by which Participating Employers agree to make contributions to the Trust and to comply with the terms and provisions of this Trust Agreement.

6. Office Supplies and Equipment.

The Trustees have authority to purchase or lease office space, supplies and equipment, at the expense of the Trust, as they deem necessary to the administration of the Trust and the Employee Welfare Benefits Plan(s).

7. Professional and Other Assistants.

The Trustees have authority to engage the services of professional and other assistants, at the expense of the Trust, necessary to the formation and administration of the Trust and the Employee Welfare Benefit Plan(s), including, but not limited to, accountants, actuaries, attorneys, brokers, consultants, and investment managers and analysts. The performance of these professional or other assistants will be periodically reviewed by the Trustees. Professional or other assistants may be engaged on a salary, retainer, or contract basis.

8. Financial Institutional Services.

The Trustees have authority to engage one or more banking or other financial institutions, at the expense of the Trust, to perform depository or custodial services on behalf of the Trust. The performance of said banking or financial institutions will be periodically reviewed by the Trustees. This authority includes the right to designate the bank or financial institution as a corporate trustee or co-trustee.

9. Administrative Management Services.

The Trustees have authority to engage one or more administrative managers, at the expense of the Trust, to perform the daily administrative functions of the Trust and the Employee Welfare Benefit Plan(s). These functions include, but are not limited to, the collection and processing of Contributions, communicating routinely with interested

parties, and processing benefit plan applications for payment of benefits. The performance of said administrative manager will be periodically reviewed by the Trustees. Administrative managers may be engaged on a salary or a contract basis. This authority includes the right to designate the administrative managers as fiduciaries.

10. Insurance Coverage.

The Trustees have authority to obtain insurance policies, at the expense of the Trust, covering the Trustees, the Trust, the EMPLOYER EASE INSURANCE TRUST, and any employees, officers and/or directors. If such insurance coverage includes persons other than the Trustees or Trust Employees, and if there is an additional premium for the coverage for such other persons, the additional premium shall be chargeable to such other persons.

The Trustees' fiduciary responsibility insurance policy shall include recourse provisions required by ERISA, however nothing shall prevent a Trustee or the EMPLOYER EASE INSURANCE TRUST from purchasing a waiver of the recourse clause, or a separate policy insuring against such recourse, for a Trustee.

11. Commencement, Defense and Compromise of Legal Actions or Claims.

The Trustees have authority to commence and maintain, defend, compromise, settle or release any and all legal actions or claims involving potential legal actions, at the expense of the Trust, as they may determine. The Trust may sue or be sued in its own name, or in the name of the administrative manager.

This authority includes the power to defend legal or other actions relating to the administration of the Trust, brought against former or present Trustees, administrative managers or employees of the Trust. Upon the entry of a final judgment or order of court establishing personal liability of any individual Trustee, administrative manager or employee for breach of their fiduciary obligations and ordering said individuals to bear their own expenses and attorneys' fees, their attorney's fees shall not be chargeable to the Trust. Any attorney's fees or expenses previously charged to the Trust on behalf of said individuals shall be repaid by said individuals to the Trust.

12. Establishment of Reserve Funds.

The Trustees have authority to maintain reasonable reserve funds for future contingencies.

13. Borrowing Money.

The Trustees have authority to borrow money for the administration of the Trust

and the Employee Welfare Benefit Plan(s).

14. Payment of Taxes.

The Trustees have authority to pay, at the expense of the Trust, all taxes lawfully assessed against the Trust.

15. Penalties for Misinformation.

The Trustees have authority to impose penalties upon Participating Employees or Beneficiaries who fail to provide information reasonably requested by the Trustees, or who misrepresent information to the Trustees.

16. Educational Programs.

The Trustees have authority to participate in educational programs related to Employee Benefit Plans, at the expense of the Trust. This authority includes the right to purchase or obtain educational or instructional materials, and to provide travel and per diem expenses for Trustee attendance at educational conferences and meetings.

17. Arrangements With Other Employee Benefit Plans.

Pursuant to Article X, Section 1 of this this Trust Agreement:

The Trustees have authority to arrange for the reciprocal recognition of eligibility, participation, and payment of benefits with other Employee Benefit Trusts.

The Trustees have authority to coordinate the Trust's administration with that of other Employee Benefit Trusts.

The Trustees have authority to merge the Trust with other Employee Benefit Trusts. Any such merger shall comply with the applicable provisions of ERISA and the Internal Revenue Code.

ARTICLE V

TRUSTEE DUTIES

1. General Duties.

The Trustees' general duty is to receive, collect, and process Contributions from Participating Employers, and self-payments from Participating Employees (if any), as well as other income from the investment of assets, and to use this income to implement and administer the Employee Welfare Benefit Plan(s).

2. Specific Duties.

The specific duties of the Trustees are as set forth in this Trust Agreement, as well as ERISA, and other applicable laws.

3. Fiduciary Duties.

The Trustees will perform their duties and obligations solely in the interest of the Participating Employees and their Beneficiaries and for the exclusive purpose of providing benefits to Participating Employees and their Beneficiaries and defraying reasonable expenses of Employee Welfare Benefit Plan administration. In fulfilling their duties, the Trustees will act with the care, skill, prudence, and diligence under the circumstances then prevailing that prudent men acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

4. Contribution Payments and Other Income

The Trustees will specify the amount of Contributions to be paid by Participating Employers, and self-payments by Participating Employees (if any), in the Adoption Agreement between the Participating Employer and the Trust, or in subsequent written notices.

The assets of the Trust, in the form of Contributions or other income from assets, shall never inure to the benefit of any employer and shall be held for the exclusive purpose of providing benefits to Participating Employees and their Beneficiaries and defraying reasonable expenses of administering the plan.

The contribution payments, or other assets of the Trust, shall be deposited and maintained in a suitable financial institution until the expenditure of said assets for the payment of benefits, or expenses or for other investment.

5. Establishment of Funding Policy.

The Trustees will establish an appropriate funding policy, in consideration of the Trust's continuing financial needs, with the assistance of its consultants and advisors. The funding policy will serve as the basis for the management of Trust investments. The funding policy will be considered by any qualified investment manager to which the Trustees delegate investment authority.

6. Collection of Contributions.

The Trustees will receive, collect, and process all Contribution payments submitted by Participating Employers and self-paid Contributions by Participating Employees (if any). The Trustees will provide Participating Employers with contribution report forms at the expense of the Trust.

Contributions are due on the date specified in the Adoption Agreement or subsequent written notices. The Trustees will determine such a date in the event it is not included in the Adoption Agreement.

A Participating Employer will be deemed delinquent in the payment of Contributions if the full contribution payment and report form are not received by the due date. The Trustees will collect delinquent Contributions, and will have the authority to review the payroll books and records of Participating Employers, at the expense of the Trust. Said payroll record reviews may be undertaken as deemed necessary by the Trustees. The Trustees are authorized to adopt a payroll record review policy, and are further authorized to impose the costs of such payroll record reviews upon Participating Employers as they may determine.

If the Trustees refer the collection of delinquent Contributions to legal counsel, the Participating Employer involved shall be liable for all reasonable attorney's fees and costs incurred in the collection process. In addition, it is recognized and acknowledged by all parties, including the Participating Employers, that the prompt and accurate payment of Contributions is essential to the maintenance of the Employee Welfare Benefit Plan(s) and that it would be extremely difficult, if not impossible, to fix the actual expense and damage to the Trust that results from the failure of a Participating Employer to timely pay Contributions. Therefore, if the Trustees retain legal counsel to pursue the collection of Contributions from a Participating Employer, such employer will be liable for liquidated damages of ten percent (10%) of the amount of the Contributions which are owed. In addition, the delinquent Contributions shall bear interest at the rate of ten percent (10%) per annum from the due date until they are paid.

The Trustees are authorized to waive any part of the expenses, liquidated damages or interest referred to above upon a showing of good cause by a Participating Employer. This decision is, however, discretionary with the Trustees.

In the event that legal counsel is retained to collect delinquent Contributions from a Participating Employer, the venue of any legal action may be in either a federal or state court of competent jurisdiction in the county or district in which the Trust maintains an office. The Trustees have no duty to exhaust any arbitration or grievance procedure prior to the institution of legal proceedings to collect delinquent Contributions.

7. Investments.

The Trustees will invest all Contributions or other income or assets not required for the payment of current benefits or expenses. The Trustees may invest in such properties as they determine to be prudent. The Trustees will diversify such investments as required by ERISA in order to minimize the risk of significant losses, unless, under the circumstances it is clearly prudent not to do so. The Trustees will avoid any investment which would constitute a prohibited transaction as set forth in ERISA unless it is covered by an exemption issued by the U.S. Department of Labor.

Trust assets may be invested in the accounts of a financial institution selected as the custodian, corporate trustee, or investment manager by the Trustees, provided that such accounts bear a reasonable interest rate. Trust assets may also be invested in common or pooled investment funds maintained by a financial institution, or in a pooled investment fund of an insurance company, even though such financial institution or insurance company is a party in interest as defined in ERISA, provided that the financial institution or insurance company receives only reasonable compensation for managing such an investment.

Title to all investments of the Trust will be maintained in the name of the Trust, provided that for convenience in transferring stocks, bonds, or other negotiable securities, title to such instruments may be held in the name of the Trust's custodian bank, or of its nominee. The indicia of ownership of the investments of the Trust shall not be maintained outside the jurisdiction of the district courts of the United States.

8. Fidelity Bond.

The Trustees will obtain a fidelity bond, at the expense of the Trust, in an amount satisfying the requirements of ERISA. This fidelity bond will cover each Trustee or other interested party who receives, handles, disburses or otherwise exercises custody or control of any of the funds or other assets of the Trust. If such bond coverage includes persons other than the Trustees or interested parties, and if there is an additional premium for the coverage for such other persons, the additional premium shall be chargeable to such other persons.

9. Maintenance of Records.

The Trustees will maintain records concerning the administration of the Trust,

receipt and expenditure of monies, investment activity, Employee Benefit Plan claim activity, minutes of meetings, and correspondence related to the Trust. Records will be retained for an eight (8) year period, however, contribution reports and records pertaining to Participating Employees' eligibility shall be retained indefinitely

10. Annual Audit and Report.

The Trustees will prepare annual audits and reports, at the expense of the Trust, as required by ERISA.

11. Benefit Plan Document and Description.

The Trustees will prepare and file with appropriate governmental agencies, a plan description, a summary plan description, and appropriate modifications, as required by ERISA. The Trustees will prepare a booklet containing the provisions of the plan and the summary plan description for distribution to Participating Employees.

12. Production of Documents for Inspection.

The Trustees will provide Participating Employees and their Beneficiaries the right to examine, or furnish them upon written request, copies of the Trust Agreement, the benefit plan document, the summary plan description, the most recent annual report, the applicable subscription agreement, and any other document under which any Employee Welfare Benefit Plan is established as required by ERISA.

13. Review of Denied Benefit Claims.

The Trustees have delegated the review of denied benefit claims and adverse health benefit determination to the third-party health insurance issuers, such as the insurance companies or health maintenance organizations, providing health benefits under the plan. The health insurance issuers have adopted and implemented administrative procedures to be followed concerning initial claim determinations and decisions on the appeal of benefit claim denials by Participating Employees and their Beneficiaries. These administrative policies and procedures are intended to comply with Section 503 of ERISA and related regulations. Said procedures will constitute the sole and exclusive procedures available through the benefit plan to a Participating Employee or Beneficiary who is dissatisfied with the disposition of a benefit claim.

14. Other Claims.

Any Participating Employee, Beneficiary, or Employee of a Participating Employer adversely affected by any action of the Trustees will be entitled, within sixty (60) days after being apprised of the Trustees' adverse action, to request the Trustees in writing to conduct a hearing. The Trustees will conduct a hearing that will entitle the Participating Employee, Beneficiary, or Employee of a Participating Employer, to present his or her position against the adverse action. The Participating Employee, Beneficiary, or Employee of a Participating Employer may be represented by an attorney or other individual designated. The Trustees will issue a written decision concerning their ruling following the hearing.

If the Participating Employee, Beneficiary, or employee or a Participating Employer remains dissatisfied with the written decision of the Trustees after the hearing, he or she will be entitled to appeal the matter to arbitration in accordance with the benefit claim hearing rules of the American Arbitration Association. Said request for arbitration must be submitted in writing to the Trustees within sixty (60) days of receipt of their written decision. The arbitrator will consider (1) whether the Trustees were in error upon an issue of law, (2) whether they acted arbitrarily or capriciously in the exercise of their discretion, or (3) whether their findings of fact were supported by substantial evidence. The decision of the arbitrator will be final and binding upon all parties. The expenses of arbitration will be borne equally by the parties.

The Trustees reserve the right to revise and restate these policies and procedures in the future.

15. Allocation and Delegation of Trustee Duties.

The Trustees may allocate all or part of their duties to committees of Trustees, with full power to act. Such allocation shall be accomplished by the adoption of a motion specifying the particular duties to be allocated. If the members of the committee deadlock on any issue within their scope of allocation, they shall refer the matter to the full Board of Trustees for review and appropriate action.

The Trustees may delegate all or part of their duties with respect to the administration of the Trust or the Employee Welfare Benefit Plan(s) to their administrative manager or to such other person as they may designate. Such delegation shall be accomplished by the adoption of a motion specifying the particular duties to be delegated. The delegation will be effective when accepted in writing by the person to whom the duty is delegated. In such event, the person will acknowledge his status as a fiduciary, if his duties will be other than ministerial. This paragraph will not apply to the delegation of investment responsibilities.

The Trustees may delegate their duties for investment management to one or

more

qualified investment managers as defined in ERISA. Such delegation shall be accomplished by the adoption of a motion specifying the particular duties to be delegated.

The delegation will be effective when accepted in writing by the qualified investment manager. In such writing, the qualified investment manager will acknowledge its status as a fiduciary.

In the event of delegation of any duties by the Trustees, they shall periodically review the performance of the persons to whom such duties have been delegated.

ARTICLE VI

TRUST ADMINISTRATION

1. Trust Offices.

The Trustees may determine the location of the principal office of the Trust.

2. Trustee Meetings.

The Trustees will schedule at least four regular meetings during each calendar year, at a time and place that they shall determine.

3. Action Without Formal Meeting.

The Trustees may act outside of regularly or specially scheduled meetings by means of (a) conference telephone calls involving all Trustees, or (b) by the subsequent approval, at a regular or special meeting, of motions or resolutions previously presented to all Trustees. All such action shall be set forth in the minutes of the next scheduled meeting.

4. Quorum.

At least two Trustees must be present to constitute a valid quorum for either a regular or special meeting of the Trustees.

5. Officers.

The Trustees shall elect a chairman and secretary to serve indefinitely. The chairman and secretary may resign office at any time, and upon such resignation, the Trustees shall elect a successor.

The chairman shall conduct the meetings of the Board of Trustees, and will carry out all other assigned duties. The secretary will substitute for the chairman in his absence. The secretary will also be responsible for the taking of minutes of all meetings and other appropriate responsibilities.

The chairman and secretary may propose or second any motion for consideration by the Trustees.

6. Trustee Participation.

The Trustees may participate in the Employee Welfare Benefit Plan(s) assuming they meet the eligibility requirements pertaining to other Participating Employees.

7. Deadlocked Issues.

In the event the Trustees are unable to break a deadlock on any motion or resolution, the dispute may be referred by either Trustee to arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. The fees and expenses of any such arbitration, including related litigation, will be at the expense of the Trust. The arbitrator's decision will be final and binding on all parties, and this arbitration procedure is the sole and exclusive method for resolving deadlocks of issues.

8. Proxies.

The Trustees must personally cast votes, and proxies of their votes are not allowed.

9. Authorized Signatures.

The chairman and secretary will sign all legal documents on behalf of the Trust, and shall have the authority to delegate the signing of negotiable instruments to the administrative manager, the investment manager, or the financial institution providing trustee or custodial banking services.

10. Trustee Compensation.

The Trustees shall receive no compensation from the Trust for their trustee services, except as may be permissible under ERISA. Trustees may be reimbursed, at the expense of the Trust, for all expenses properly and actually incurred in the administration of the Trust. The Trustees will establish rules and procedures for the reimbursement of expenses.

ARTICLE VII

PARTICIPATION

1. Participation of Employers.

Any employer which meets the criteria specified in Article II, Section 7 may participate in the Trust. Such participation is limited, however, to the payment of Contributions on behalf of those Participating Employees specified in Article II, Section 6. It is expected that Participating Employers will submit Contributions only on behalf of such employees. The receipt by the Trust of Contributions submitted on behalf of other individuals who are not Participating Employees shall not stop or bar the Trust from declining or terminating the participation of such individuals, nor shall it constitute a waiver of any of the provisions of this Trust Agreement or of the Employee Welfare Benefit Plan(s) established hereunder.

2. Termination of Participation.

The Trustees have authority to terminate or refuse participation of any Participating Employer which (a) has failed to maintain its good standing as a member in the EMPLOYER EASE INSURANCE TRUST; (b) has not maintained a current Adoption Agreement which meets the requirements of the Trustees; (c) has been terminated from participation within the twelve months prior to requesting renewed participation; or (d) if there exist other facts and circumstances that, in the Trustees' discretion, justify a declination or termination of participation, including the delinquency of the Participating Employer in submitting contribution payments.

A Participating Employer whose participation in the Trust is terminated shall be entitled to no division or allocation of any of the monies or assets of the Trust.

3. Liabilities of Participating Employers.

No Participating Employer will be liable by reason of its participation in the Trust for the liabilities, debts or obligations of any other Participating Employer.

4. Participating Employee and Employer Rights.

No Participating Employee or Employer, nor any Beneficiary, shall have any right, title, or interest in or to the Trust, or the Contributions, or in the benefits provided. No Participating Employee is entitled to receive any part of the Contributions in lieu of benefits provided through an Employee Welfare Benefit Plan.

No Participating Employee or Employer, who is not eligible for benefits, will have any claim to the Contributions which may have been paid by or on his behalf.

No Participating Employee or Beneficiary is entitled to receive any benefits from the Trust other than those specified under the terms of the Employee Welfare Benefit Plan(s).

ARTICLE VIII

LIMITATIONS OF LIABILITY

1. Obligations of Trust.

The liabilities or obligation of the Trust will not be the responsibility of the EMPLOYER EASE INSURANCE TRUST (nor its officers, directors, members, or employees), any Trustee or Participating Employer, Employee, or Beneficiary, the San Diego Convention & Visitors Bureau, or the San Diego County Apartment Association. Any monetary judgment against the Trust will only be enforceable against the Trust assets, and will not be enforceable against the EMPLOYER EASE INSURANCE TRUST, any Trustee, or any Participating Employer, Employee or Beneficiary, the San Diego Convention & Visitors Bureau, or the San Diego County Apartment Association unless such liability is established against the Trustee or other person personally in accordance with ERISA.

2. Limitations on Trustee Obligations.

No Trustee will be personally liable for actions related to the administration of the Trust or the Employee Welfare Benefit Plan(s), except to the extent that such liability may be imposed in accordance with ERISA. No Trustee will be personally liable for breaches of fiduciary responsibility occurring prior to or after the period in which such individual acted as a Trustee.

No Trustee will be personally liable for breaches of fiduciary responsibility related to the administration of the Trust or the benefit plans if it is established that the Trustee's duties were properly allocated or delegated to other Trustees or fiduciaries, or that the Trustee reasonably relied upon the advice given by the administrative manager or other consultants or advisors retained by the Trust in carrying out the duties at issue.

3. Protection of Assets and Benefits.

Trust assets, including Contributions or benefits payable, will not be subject in any manner to anticipation, alienation, sale, transfer, assignment, encumbrance, or charge by a Participating Employee or Beneficiary, and any such attempt shall be null and void. The assets of the Trust, including Contributions or the benefits payable, shall not be liable for the debts of a Participating Employee or Beneficiary, nor be subject in any manner to garnishment, attachment, lien, charge, levy or any other legal process brought by any person against a Participating Employee or Beneficiary, and any such attempt shall be null and void.

ARTICLE IX
GENERAL PROVISIONS

1. Governing Law.

This Trust Agreement shall be governed by and construed in accordance with ERISA and other applicable statutes and regulations.

2. Severability.

If any portion of this Trust Agreement or the Employee Welfare Benefit Plan(s) is ruled to be illegal or invalid, such ruling shall not affect the remaining provisions of the Trust Agreement or Employee Welfare Benefit Plan(s).

3. Gender and Number.

Unless otherwise required by the context, references to the masculine gender refer to both sexes and words in the singular may be construed as referring to the plural.

ARTICLE X

AMENDMENTS AND TERMINATION

1. Amendments to Trust Agreement.

This Trust Agreement may be amended by formal written action of the Trustees. Any Amendment that has a direct impact on the contracted insurance carrier(s) or the delegated responsibilities thereof, must be provided in writing to the contracted insurance carrier(s) and subsequently approved by the contracted insurance carrier(s) prior to implementation of said Amendment.

2. Termination.

The Trust Agreement and Trust may be terminated at any time by action of the EMPLOYER EASE INSURANCE TRUST. Termination may also be accomplished by the termination or expiration of all Adoption Agreements requiring the payment of Contributions to the Trust.

3. Liquidation Upon Termination.

Upon the termination of the Trust, the Trustees shall wind up the remaining affairs of the Trust, and any and all monies remaining in the Trust, after the payment of administrative and other expenses, shall be allocated so as to continue the payment of benefits to Participating Employees and their Beneficiaries under the Employee Welfare Benefit Plan(s). No portion of the remaining assets shall be paid to or be recoverable by any Participating Employer or EMPLOYER EASE INSURANCE TRUST.

ARTICLE XI
SIGNATORY PARTIES

EMPLOYER EASE INSURANCE TRUST

By: _____
Authorized Representative

Date: _____

TRUSTEES

By: _____

Date: _____

By: _____

Date: _____