

AMENDED AND RESTATED TRUST AGREEMENT
ESTABLISHING THE LABORERS PENSION TRUST FUND
FOR NORTHERN CALIFORNIA
(As Amended and Restated Effective September 2008)

Amendment 2

Pursuant to the authority set forth in Article XI, Section 1 of the Amended and Restated Trust Agreement Establishing the Laborers Pension Trust Fund for Northern California (As Amended and Restated Effective September 2008) (the “Trust Agreement”), the Employer and the Union hereby amend the Trust Agreement as follows, effective August 12, 2021:

Article IV, Section 7 is amended in its entirety as follows:

Section 7. The Board of Trustees will maintain suitable and adequate records of and for the administration of the Fund and the Pension Plan. The Board may require the Employer, any Signatory Association, any Individual Employer, the Union, any affiliated local union, any Employee or any other beneficiary under the Plan to submit to it any information, data, report or documents reasonably relevant to and suitable for the purposes of Plan administration. However, neither the Union nor any affiliated local union will be required to submit membership lists. The parties agree that they will use their best efforts to secure compliance with any reasonable request of the Board for any information, data, report or documents. Upon request by the Laborers Funds Administrative Office of Northern California, Inc. (“Fund Administrator”), an Individual Employer agrees to permit an auditor designated by the Fund Administrator to enter upon the premises of that Individual Employer during business hours, at a reasonable time or times, not less than two (2) working days after the request was made, or at the discretion of the Fund Administrator’s auditor conduct the audit remotely, to examine and copy books, records, papers or reports of that Individual Employer necessary to determine whether that Individual Employer is making full and prompt payment of all sums required to be paid by him or it to the Fund.

Any action to secure compliance with the provisions of this Section or any other provision of this Trust Agreement, to enforce the prompt payment of Contributions or any other sums owed to the Fund, or arising out of any dispute concerning the interpretation, application or enforcement of this Section or of any other provision of the Trust Agreement, must be brought and tried in a court of competent jurisdiction located in the City and County of San Francisco. Each party to any action expressly waives any right to change the venue of that action to any other county or to any other place.

Executed on Sept. 15, 2021, in Fairfield, California.

EMPLOYER:

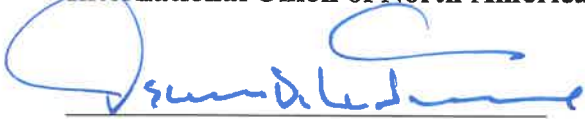
Associated General Contractors of California, Inc.



By: Peter Tateishi

UNION:

**Northern California District Council of Laborers, affiliated with the Laborers'
International Union of North America, AFL-CIO**



By: Oscar De La Torre