

TRUST AGREEMENT

HEALTH WAY OF SAN DIEGO COUNTY TRUST FUND

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE I - DECLARATION AND CREATION OF TRUST	1
1. Name	1
2. Purpose	1
3. Duration	1
ARTICLE II - DEFINITIONS	1
1. Adoption Agreement	1
2. Beneficiary	1
3. Benefit Plan or Employee Welfare Benefit Plan	2
4. Contributions	2
5. Participating Employee	2
6. Participating Employer	2
7. Signatory Parties	2
8. Trustees	2
9. Trust Fund	2
10. United Way	2
11. Welfare Benefits or Employee Welfare Benefits	2
ARTICLE III - TRUSTEES	
1. The Trustees	3
2. Appointment of Trustees	3
3. Termination of Appointment of Trustees	3
4. Disqualification From Serving as Trustees	3
5. Return of Property Upon Termination of Appointment	3
ARTICLE IV - TRUSTEE AUTHORITY	3
1. General Authority	3
2. Specific Authority	4
3. Benefit Plan Design and Implementation	4
4. Method of Providing Benefits	4
5. Adoption Agreements	4
6. Office Supplies and Equipment	4
7. Professional and Other Assistants	4
8. Financial Institutional Services	5
9. Administrative Management Services	5
10. Insurance Coverage	5
11. Commencement, Defense and Compromise of Legal Actions or Claims	5
12. Establishment of Reserve Funds	6
13. Borrowing Money	6
14. Payment of Taxes	6
15. Penalties for Misinformation	6

16. Education Programs	6
17. Arrangements with Other Employee Benefit Plans	6
ARTICLE V - TRUSTEE DUTIES	6
1. General Duties	6
2. Specific Duties	7
3. Fiduciary Duties	
4. Contribution Payments and Other Income	7
5. Establishment of Funding Policy	7
6. Collection of Contributions	7
7. Investments	7
8. Fidelity Bond	8
9. Maintenance of Records	9
10. Annual Audit and Report.	9
11. Benefit Plan Document and Description	9
12. Production of Documents for Inspection	9
13. Review of Denied Benefit Claims.	9
14. Allocation and Delegation of Trustee Duties	10
ARTICLE VI - TRUST FUND ADMINISTRATION	11
1. Trust Fund Offices	11
2. Trustee Meetings	11
3. Action Without Formal Meeting	11
4. Quorum.	11
5. Officers	11
6. Trustee Participation	11
7. Deadlocked Issues	11
8. Proxies	12
9. Authorized Signature	12
10. Trustee Compensation	12
ARTICLE VII - PARTICIPATION	12
1. Participation of Employers	12
2. Termination of Participation	12
3. Liabilities of Participating Employers	13
4. Participating Employee and Employer Rights	13
ARTICLE VIII - LIMITATION OF LIABILITY	13
1. Obligations of Trust Fund	13
2. Limitations on Trustee Obligations	13
3. Protection of Assets and Benefits	13
ARTICLE IX - GENERAL PROVISIONS	14
1. Governing Law	14
2. Severability.	14
3. Gender and Number	14

ARTICLE X - AMENDMENTS AND TERMINATION	14
1. Amendments to Trust Agreement	14
2. Termination	14
3. Liquidation Upon Termination	14
ARTICLE XI - SIGNATORY PARTIES	15

PREAMBLE

The signatory parties have executed a Trust Agreement effective July 10, 1995 and created a multiple employer trust fund. The signatory parties evidence their intention to provide an employee welfare benefit plan to participating employees in compliance with applicable provisions of the Internal Revenue Code ("Code") and 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 signatory parties hereby establish a Trust Fund to be known as the Health Way of San Diego County Trust Fund.

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

2. Purpose.

The Trust Fund 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 Fund, will be effective as of July 10, 1995 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 Fund by which employer agrees to make contributions to the Trust Fund and to 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. Contributions.

The payments to the Trust Fund 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.

5. Participating Employee.

Any individual employee of a participating employer for whom the employer is obligated to make contributions to the Trust Fund pursuant to an adoption agreement.

6. Participating Employer.

Any employer which is a United Way-certified organization, which has a contractual arrangement with United Way and is party to an adoption agreement with the Trust Fund. United Way may be a participating employer in order to cover its employees under the benefit plans provided through the Trust Fund as long as it is party to an adoption agreement with the Trust Fund.

7. Signatory Parties.

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

8. Trustees.

The Trustees of the Trust Fund, or their successors.

9. Trust Fund.

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.

10. United Way.

United Way of San Diego County, a California Non-Profit Public Benefit Corporation.

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 Fund and the employee welfare benefit plan(s) will be administered by a board of five 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 United Way of San Diego County. In the event of the termination of appointment, resignation, incapacity, or death of a Trustee, a successor Trustee will be appointed by United Way. Each Trustee shall accept appointment in writing and agree to abide the terms and conditions of this Trust Agreement.

3. Termination of Appointment of Trustees.

A Trustee may terminate his 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 United Way.

United Way 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 United Way 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 Fund property, including documents, records, monies, books, to the Trustees upon request.

ARTICLE IV

TRUSTEE AUTHORITY

1. General Authority.

The Trustees have full authority to create, implement, and administer the Trust Fund 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.

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 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 the Code.

4. Method of Providing Benefits.

The Trustees have authority to provide benefits, in whole or in part, directly from the Trust Fund or to 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 Fund'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 Fund, by which participating employers agree to make contributions to the Trust Fund 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 Fund, as they deem necessary to the administration of the Trust Fund 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 Fund, necessary to the formation and administration of the Trust Fund and the employee welfare benefit plan(s), including, but not limited to, accountants, actuaries, attorneys, 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 or a 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 Fund, to perform depository or custodial services on behalf of the Trust Fund. 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 Fund, to perform the daily administrative functions of the Trust Fund and the employee welfare benefit plan(s). These functions may include, but are not limited to, the collection and processing of contributions, communicating 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 for certain purposes.

10. Insurance Coverage.

The Trustees have authority to obtain insurance policies, at the expense of the Trust Fund, covering the Trustees, the Trust Fund and any employees. If such insurance coverage includes persons other than the Trustees or Trust Fund 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 liability insurance policy shall include recourse provisions required by ERISA, however nothing shall prevent a Trustee or United Way 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 Fund, as they may determine. The Trust Fund 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 Fund, brought against former or present Trustees, administrative managers or employees of the Trust Fund. 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 Fund. Any attorney's fees or expenses previously charged to the Trust Fund on behalf of said individuals shall be repaid by said individuals to the Trust Fund.

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 Fund and the employee welfare benefit plan(s).

14. Payment of Taxes.

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

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 Fund. This authority includes the right to purchase or obtain educational or instructional materials, and to provide for Trustee attendance at educational conferences and meetings.

17. Arrangements With Other Employee Benefit Plans.

The Trustees have authority to arrange for the reciprocal recognition of eligibility, participation, and payment of benefits with other employee benefit trust funds.

The Trustees have authority to coordinate the Trust Fund's administration with that of other employee benefit trust funds.

The Trustees have authority to merge the Trust Fund with other employee benefit trust funds. Any such merger shall comply with the applicable provisions of ERISA and the 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.

The Trustees will apply for and maintain tax exempt status with regard to the Trust Fund and employee welfare benefit plan(s) in order that the contributions made by participating employers are deductible from their taxable income, and so that the contributions are not includable in the taxable income of participating employees or beneficiaries, to the extent permitted by the Code 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 Fund, or in subsequent written notices.

The assets of the Trust Fund, 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 Fund, 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 Fund'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 Fund 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 Fund.

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 Fund. Said payroll record reviews may be undertaken as deemed necessary by the Trustees. The Trustees are authorized to adopt a payroll audit 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 Fund 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 Fund 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 Department of Labor.

Trust Fund 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 Fund 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 Fund will be maintained in the name of the Trust Fund, 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 Fund's custodian bank, or of its nominee. The indicia of ownership of the investments of the Trust Fund 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 Fund, 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 Fund. 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 Fund, receipt and expenditure of monies, investment activity, employee benefit plan claim activity, minutes of meetings, and correspondence related to the Trust Fund. 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 Fund, 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 adoption 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 will adopt and implement administrative procedures to be followed concerning the appeal of benefit claim denials by participating employees and their beneficiaries. Said procedures will constitute the sole and exclusive procedures available to a participating employee or beneficiary who is dissatisfied with the disposition of a benefit claim, and will comply with the requirements of ERISA.

Any participating employee or beneficiary who is denied benefits or adversely affected by any action of the Trustees, will be entitled, within sixty (60) days after being apprised of the Trustees' decision of denial, to request the Trustees in writing to conduct a hearing. The Trustees will conduct a hearing which will entitle the participating employee or beneficiary to present his position against the benefit claim denial. The participating employee or beneficiary 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 remains dissatisfied with the written decision of the Trustees after the hearing, he shall 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 shall be final and binding upon all parties. The expenses of arbitration shall be borne equally by the parties.

14. 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 Fund or the employee welfare benefit plan(s) to their administrative manager, to any insurer, 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 FUND ADMINISTRATION

1. Trust Fund Offices.

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

2. Trustee Meetings.

The Trustees will schedule at least two 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 three Trustees must be present to constitute a valid quorum for either a regular or special meeting of the Trustees.

5. Officers.

The Trustees shall annually elect a chairman and secretary at the first meeting of the Trustees of each plan year beginning July 1. 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 any two Trustees 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 Fund. 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 Fund, 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 Fund for their trustee services, except as may be permissible under ERISA. Trustees may be reimbursed, at the expense of the Trust Fund, for all expenses properly and actually incurred in the administration of the Trust Fund. 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 6 may participate in the Trust Fund. Such participation is limited, however, to the payment of contributions on behalf of those participating employees specified in Article II, Section 5. It is expected that participating employers will submit contributions only on behalf of such employees. The receipt by the Trust Fund of contributions submitted on behalf of other individuals who are not participating employees shall not estop or bar the Trust Fund 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 not maintained a current adoption agreement which meets the requirements of the Trustees; (b) has been terminated from participation within the twelve months prior to requesting renewed participation; or (c) 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 Fund is terminated shall be entitled to no division or allocation of any of the monies or assets of the Trust Fund.

3. Liabilities of Participating Employers.

No participating employer will be liable by reason of its participation in the Trust Fund 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 Fund, 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 Fund other than those specified under the terms of the employee welfare benefit plan(s).

ARTICLE VIII

LIMITATIONS OF LIABILITY

1. Obligations of Trust Fund.

The liabilities or obligation of the Trust Fund will not be the responsibility of United Way, any Trustee or participating employer or employee or beneficiary. Any monetary judgment against the Trust Fund will only be enforceable against the Trust Fund assets, and will not be enforceable against United Way, any Trustee, or any participating employer or employee or beneficiary, unless such liability is established against the trustee or other person personally in accordance with ERISA or the Code.

2. Limitations on Trustee Obligations.

No Trustee will be personally liable for actions related to the administration of the Trust Fund 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 Fund 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 Fund in carrying out the duties at issue.

3. Protection of Assets and Benefits.

Trust Fund 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 Fund, 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 the Code 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.

2. Termination.

The Trust Agreement and Trust Fund may be terminated at any time by action of the Trustees. Termination may also be accomplished by the termination or expiration of all adoption agreements requiring the payment of contributions to the Trust Fund.

3. Liquidation Upon Termination.

Upon the termination of the Trust Fund, the Trustees shall wind up the remaining affairs of the Trust Fund, and any and all monies remaining in the Trust Fund, 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 the Association.

ARTICLE XI
SIGNATORY PARTIES

UNITED WAY OF SAN DIEGO COUNTY

By: *Drew R. Palmer*
Date: 8/21/95

TRUSTEES

By: *Juliana Holmensen*
Date: 9 August 95

By: *Jamie C. Tucker*
Date: 8/9/95

By: *Howard W. Bate*
Date: 8/9/95

By: *Howard W. Bate*
Date: 8/9/95

By: *Kaymond V. Bate*
Date: 8/9/95