

AMENDMENT TO THE  
AGREEMENT AND DECLARATION OF TRUST  
PROVIDING FOR THE ESTABLISHMENT OF THE  
NORTHERN CALIFORNIA SOFT DRINK INDUSTRY AND TEAMSTERS HEALTH AND  
WELFARE TRUST FUND  
As Restated January 1993

BE IT RESOLVED that, pursuant to authority granted under the provisions of Article IV, Section 1 of the Agreement and Declaration of Trust Providing for the Establishment of the Northern California Soft Drink Industry and Teamsters Health and Welfare Trust Fund, the Trustees hereby amend said Agreement as set forth below effective as of August 1, 2014.

1. Article I, Section 2, subsection (h) is amended by substituting "Appointing Employers" for "Food Employers Council, Inc."
2. Article I, Section 2, is amended by adding a new subsection (k) as follows:

(k) **APPOINTING EMPLOYER.** The term "Appointing Employer" means any of the following Employers which have agreed in writing to be bound by the terms of this Trust Agreement:

- i. Coca-Cola Refreshments USA, Inc.
- ii. Dr Pepper Snapple Group
- iii. Safeway, Inc.

3. Article II, Section 1, is amended by deleting said section in its entirety and substituting the following therefor:

**Section 1. Board of Trustees.** The administration of this Trust shall be vested in a Board of Trustees consisting of up to eight (8) persons, four (4) of whom shall be Employer Trustees and up to four (4) of whom shall be Union Trustees.

Coca-Cola Refreshments USA, Inc. shall have full power and authority to appoint two (2) Employer Trustees, who shall be employees of said Appointing Employer or an affiliated group. Each other Appointing Employer shall have such full power and authority to appoint one (1) Employer Trustee, who shall be an employee of such Appointing Employer or an affiliated group. Such appointment shall be evidenced by a written instrument signed by an authorized representative of the Appointing Employer.

The signatory Unions shall appoint the Union Trustees, and such appointments shall be evidenced by written instruments signed by an authorized representative of the Union.

4. Article II is amended by adding a new Section 2, and by renumbering the current Section 2 and all subsequent sections accordingly. The new Section 2 shall read as follows:

**Section 2. Alternate Trustee.** The Employer Trustees, at their discretion, may appoint one (1) Alternate Trustee, who shall act as an Employer Trustee in the absence of any

Employer Trustees. The Union Trustees, at their discretion, may appoint one (1) Alternate Trustee, who shall act as a Union Trustee in the absence of any Union Trustees.

Unless expressly restricted in writing by the appointing entity and delivered to the office of the Trust, an Alternate Trustee shall be presumed to have the authority to act upon any matter arising at a meeting at which such Alternate Trustee is in attendance and a Trustee from the same side (Employer or Union) is absent.

An Alternate Trustee may attend and be heard at any meeting at which all Trustees from the side that appointed them are also present, but in such case the Alternate Trustee shall not be counted for quorum purposes and shall not cast a vote.

In the event of the death, incapacity, resignation or removal of a Trustee, an Alternate Trustee designated from the same side (Employer or Union) shall serve and act in the place and stead of such Trustee until such time as a successor to such Trustee is appointed and accepts.

An Employer Alternate Trustee may be appointed or removed by a written instrument signed by the Employer Trustees and a Union Alternate Trustee may be appointed or removed by a written instrument signed by the Union Trustees. An Alternate Trustee may resign in the same manner as a Trustee.

5. Article II, Section 7, as renumbered, is amended by deleting said section in its entirety and substituting the following therefor:

**Section 7. REMOVAL OF TRUSTEES.** Any Employer Trustee may be removed at any time by the Appointing Employer that appointed the Trustee. Any Union Trustee may be removed at any time by the Union.

6. Article II, Section 8, as renumbered, is amended by deleting the first sentence of said section in its entirety and substituting the following sentence therefor:

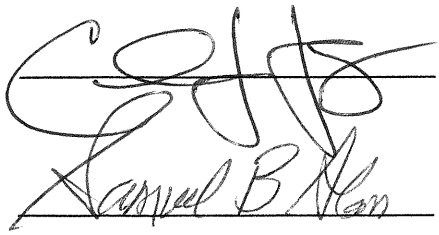
**Section 8. SUCCESSOR TRUSTEES.** In the event of the resignation, removal, death, disqualification, or incapacitation of any Trustee, the party who appointed such Trustee shall appoint a successor within thirty (30) days after such resignation, removal, death, disqualification or incapacitation.

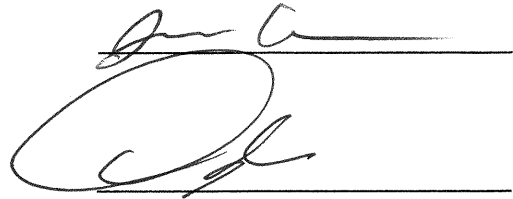
7. Article IV, Section 1, is amended by substituting "Employer Trustees" for "Food Employers Council, Inc."

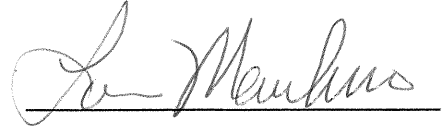
Executed this 22nd day of October, 2014

**EMPLOYER TRUSTEES**

**UNION TRUSTEES**

  
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**ON BEHALF OF THE FOOD EMPLOYERS COUNCIL, INC.**

  
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Robert Vallon