AGREEMENT AND DECLARATION OF TRUST OF THE JOINT APPRENTICESHIP AND TRAINING TRUST

BY AND BETWEEN

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION,
LOCAL UNION NO. 23

AND

ALASKA MECHANICAL CONTRACTORS' ASSOCIATION, INC.

JOINT APPRENTICESHIP AND TRAINING TRUST

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AGREEMENT AND
DECLARATION OF TRUST

THIS AGREEMENT AND DECLARATION OF TRUST is made and entered into the 8th day of September, 1972, as herein AMENDED on July 30th, 2007, by and between the Sheet Metal Workers International Association, Local Union No. 23 (hereafter referred to as the "Union") and the Alaska Mechanical Contractors' Association, Inc. (hereafter referred to as the "Association"). The parties hereto hereby declare and agree as follows:

WHEREAS, the Union has now, and will hereafter, enter into collective bargaining agreements with an Employer's Association, or others, which currently require or in the future will require that employers who are parties to such agreements shall make contributions to an Apprenticeship and Training Trust, and

WHEREAS, the Association and the Union also desire that the trust fund be created so that additional unions, employers, and groups of employees may by agreement of the Union and the Association, participate,

NOW, THEREFORE, in consideration of the premises and in order to create and provide for the maintenance of such Trust Fund, it is mutually understood and agreed as follows:

ARTICLE I
NAME

The Trust Fund created by this Trust Agreement shall be known as the Sheet Metal Workers International Association, Local Union No. 23 Joint Apprenticeship and Training Trust Fund and the Trustees may hold property, enter into contracts and in all matters act on behalf of the Trust, in that name.

ARTICLE II
PURPOSE

Section 1. The purpose of this Trust is to provide for and maintain a Plan providing for the training and education of apprentices and journeymen, the establishment and maintenance of an apprentice training school, to furnish and supply facilities, tools, instructors, text books, equipment, and other materials and supplies for the training of apprentices and journeymen and for such matters and purposes directly related to such training as the Board of Trustees deems necessary and practicable.

Section 2. The Trust shall engage exclusively in educational activities, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended (hereafter referred to as "IRC"), or any successor statute, and the Treasury Regulations there under, including, without limitation:

(a) Providing for the education and training of apprentices and journeymen;

(b) Establishing and maintaining a school for the education and training of apprentices and journeymen;

(c) Furnishing and supplying facilities, tools, instructors, text books, equipment and other materials and supplies for the education and training of apprentices and journeymen and for matters and purposes directly related thereto.

ARTICLE III
DEFINITIONS

The following definitions shall govern in this Trust Agreement:

Section 1. The terms "Assets, Contributions, Investments, Money, Property" and other things of value held by the Trust or by the Trustees on behalf of the Trust, shall include employer contributions received, employer contributions due and owing and delinquent employer contributions. Also included are contract rights and Trustee papers and records.

Section 2. The term "Association" means the Alaska Mechanical Contractors' Association, a voluntary membership based organization of contractors/employers performing work in the Construction Industry, signatory to the Collective Bargaining Agreement, and/or any combination of such employers bound by the Collective Bargaining Agreement.

Section 3. The term "Collective Bargaining Agreement" means:

(a) The approved Labor-Management Agreement consummated by the Union and the Association and/or other independent, approved collective bargaining agreements which establish hours, wages and conditions of work, benefits, employer contributions, etc., affecting employee members of the Union and any supplement, amendment, continuation or renewal thereof, by the terms of which the Association or other employers are required to make contributions to this Trust Fund;

(b) Any other collective bargaining agreement in the Alaska Construction Industry, or industries closely related thereto, between the Union and any employer association, or any individual employer, and any supplement, amendment, continuation or renewal thereof, by the terms of which such employers are required to make contributions to this Trust Fund.

Section 4. The term "Contributions" as used herein means the payments required of an employer, by the terms of the collective bargaining agreement, or special agreement, for the purpose of providing a training plan for employees, whether or not such contributions have been received by the Trust.

Section 5. In this Declaration of Trust and in any amendments to it, the term "educational purposes" shall be limited to and shall include only religious, charitable, scientific, literary, or educational purposes within the meaning of those terms as used in Section 501(c)(3) of the Internal Revenue Code of 1954 but only such purposes as also constitute public educational purposes under the law of trusts of the State of Alaska.

Section 6. In this Declaration of Trust and in any amendments to it, references to "educational organizations" or "educational organization" shall mean nonprofit corporations, trusts, funds, or foundations created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for educational purposes. It is intended that the organization described in this Section 6 shall be entitled to exemption from the Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954, as now in force or afterwards amended.

Section 7. The term "Employer" means any employer association, individual proprietor, partnership, joint venture or corporation, or any municipality, public utility district, or other public agency, public corporation or governmental unit which is party to a collective bargaining agreement or to a special agreement, or any successor thereof requiring contributions to this Trust Fund.

Section 8. The term "Employee" as used herein shall mean any person on behalf of whom the employer is obligated to make contributions to this Trust Fund.

Section 9. The term "Fund", "Trust" or Trust Fund" as used herein means the fiduciary arrangement created by this Trust Agreement, and all assets, contributions, investments, money, property or other things of value held by the Trust or Trustees on behalf of the Trust, including contract rights and the books and records of the Trustees.

Section 10. The term "Special Agreement" means an agreement between an employer and the Board of Trustees, and any supplement, amendment, continuation, or renewal thereof, which obligated the employer to make contributions to this Trust, for the purpose of providing a training plan for the employees mentioned in the Special Agreement.

Section 11. In this Declaration of Trust and in any amendment to it, references to "trustees" mean the one or more natural persons designated herein as Trustees who have been appointed by the parties to this Agreement and Declaration of Trust in accordance therewith, for the designated term of office, whether such persons are the original Trustees or successors thereto.

Section 12. The term "Union" as used herein means the Sheet Metal Workers International Association, Local Union No. 23, and any other bona fide labor organization party to an appropriate collective bargaining agreement, as the Trustees may allow to participate in this Trust Fund.

ARTICLE IV
BOARD OF TRUSTEES

Section 1. Number and Appointment of Trustees.

(a) Number. The Trust shall be administered by a Board of Trustees that shall consist of six (6) members, three (3) Trustees representing the Association, hereafter called the Employer Trustees, and three (3) Trustees representing the Union, hereafter called the Union Trustees. Business of the Trust may be conducted by four (4) Trustees, provided there is an equal number of Employer Trustees and Union Trustees conducting the business of the Trust at all times.

(b) Appointment. The Employer Trustees shall be appointed by the Association. The Union Trustees shall be appointed by the Business Manager of the Union, subject to the approval of the Local's Executive Board. Trustee appointments shall be evidenced by an instrument in writing signed by the Business Manager for the Union Trustees and by the President of the Association for Employer Trustees. The

Trustees so appointed shall sign this Trust Agreement or a duplicate thereof, and such signatures shall constitute acceptance of the duties and responsibilities of their office and their commitment to act in accordance with and be subject to all of the terms and conditions of this Trust Agreement.

(c) Alternate Trustees may be duly appointed as noted in Section 1(a) above, to serve in the absence of a regular Trustee.

Section 2. Term of Office.

Each Trustee shall serve until termination of his appointment by the Business Manager or Association President as appropriate, the Trustee's death or resignation.

Section 3. Resignation.

A Trustee may resign at any time by serving written notice of such resignation upon the Chairman and the Secretary-Treasurer of the Board of Trustees, the President of the Association and the Business Manager of the Union.

Section 4. Termination of Appointment.

The appointment of any Union Trustee may be terminated at any time for any reason by the Business Manager subject to ratification by the Executive Board of the Union and such termination shall be evidenced by an instrument in writing signed by the Business Manager of the Union and served on the Trustee affected, the Chairman and Secretary-Treasurer of the Board of Trustees and the President of the Association. The appointment of any Employer Trustee may be terminated at any time for any reason by the Board of Directors of the Association and such termination shall be evidenced by an instrument in writing, signed by the Association's President and served on the Trustee, the Chairman and Secretary-Treasurer of the Board of Trustees, and the Union.

Section 5. Appointment of Successor Trustees.

If any Trustee dies, resigns or has his appointment terminated, a successor Trustee shall be appointed forthwith, in accordance with the procedures specified in Section (1) above. Any successor Trustee so appointed shall sign this Agreement or a duplicate thereof and such signature shall constitute his acceptance of office and agreement to act in accordance with and be subject to all of the terms and conditions

of this Trust Agreement.

Section 6. Return of Books and Records.

Any Trustee who resigns or whose appointment has been terminated shall immediately turn over to the Chairman or Secretary-Treasurer of the Board of Trustees any and all records, books, documents, monies, and other property in his possession or under his control which belong to the Trust, or which was received by him in his capacity as Trustee.

ARTICLE V
PROCEDURE OF BOARD OF TRUSTEES

Section 1. Meetings.

The Board of Trustees shall determine the time and place for regular periodic meetings of the Board, however, the Board of Trustees shall meet no less than quarterly each year to review the administration of this Agreement, the financial condition of the Trust Fund, the Fund's assets and other property as defined herein and the Plan or training program. Either the Chairman or the Secretary-Treasurer, or any two (2) members of the Board of Trustees may call a special meeting of the Board of Trustees by giving written notice to all other Trustees of the time and place of such meeting. Any meeting at which all Trustees are present in person, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the giving of any notice.

Section 2. Action Without a Formal Meeting.

(a) The Trustees may take action, without a formal meeting, by means of a conference telephone call or other appropriate use of technology, provided that all Trustees have received due notice thereof, that all Trustees participate, and provided that no Trustee objects to such a procedure.

(b) Likewise, the Trustees may act in writing without a formal meeting provided that the writing is circulated among and executed by all the Trustees and provided that no Trustee objects to such a procedure.

(c) If one or more of the Trustees object to taking action by means of a conference call, or to the circulation of a writing, then the matter under consideration shall be continued over to the next formal meeting of the Trustees.

Section 3. Place of Meetings.

All formal meetings of the Trustees shall be held at the Apprenticeship School or principal office of the Trust, unless another place is designated from time to time by the Trustees.

Section 4. Constitution of Quorum.

To constitute a quorum at any regular or special meeting of the Board of Trustees, there must be present in person at least two (2) Employer Trustees and two (2) Union Trustees.

Section 5. Manner of Voting.

(a) Any action to be taken by the Trustees pursuant to this Agreement shall be by majority vote.

(b) No alternate will be permitted to vote unless his respective Trustee is absent.

(c) Each Employer Trustee shall have one vote and each Union Trustee shall have one vote, provided, however, that at any meeting at which less than the full number of Employer Trustees are present, those who are present shall be entitled, pro rata, to cast the full number of Employer Trustee votes and at any meeting at which less than the full number of Union Trustees are present, those who are present shall be entitled, pro rata, to cast the full number of Union Trustees votes.

(d) To encourage full attendance and to provide for an intelligent review of the issues being voted upon, there shall be no proxies. A Trustee must be present in order to cast a vote unless the Trustees have decided to conduct the meeting by conference call or in writing.

Section 6. Chairman and Secretary.

(a) The Trustees shall select one of their number as Chairman of the Board of Trustees and one to be Secretary-Treasurer provided, however, that at all times one of these officers shall be an Employer Trustee and the other shall be a Union Trustee. Further, these offices shall rotate between Employer and Union Trustees annually, or as often as the Trustees shall otherwise determine.

(b) The Chairman shall chair the meetings of the Board of Trustees and shall carry out such other duties as the Trustees may assign to him.

(c) The Secretary-Treasurer shall chair the meetings, in the absence of the Chairman, shall be responsible for advising the Trustees as to all correspondence and financial reports pertaining to the Trust, and shall carry out such other duties as the Trustees may assign to him. He shall also keep minutes or records of all meetings, proceedings, and actions of the Board, provided, however, that these particular responsibilities may be delegated to the Trust's attorney, a consultant, or the Administrator of the Trust.

Section 7. Fidelity Bonds.

The Trustees shall procure fidelity bonds or such other bonds as may be required by statute for each Trustee or other person authorized to receive, handle, deal with or draw upon the monies in the Fund for any purpose whatsoever, such bonds to be obtained from such duly authorized surety company as the Board of Trustees shall determine. Premiums for fiduciary liability insurance insuring the Trust and the Trustees may be paid from the Trust Fund to protect the Trust and the Trustee and also to make it possible for the Trust Fund to be reimbursed to the extent of any insurance recovery under any such insurance policy; provided that such insurance, to the extent required by law, shall permit recourse by the insurance carrier against the Trustees. A Trustee, Employer or Union may also purchase liability insurance or a waiver of such right of recourse by the insurance carrier of any insurance policy purchased by the Trust Fund with respect to such Trustee, for the account or benefit of a Trustee.

Section 8. Authorized Signatures.

Whenever the signature of the Trustees is required on any certificate, contract, or on any other document or instrument, only the signature of the Chairman and of the

Secretary-Treasurer, or such other signatures as may be authorized by the Trustees shall be required, provided that there be at least one (1) Employer Trustee signature and one (1) Union Trustee signature. Any persons dealing with the Trustees may rely upon such certificate, contract, document or other instrument signed as set forth herein, for all purposes.

Section 9. Failure of the Trustees to Agree -- Arbitration.

(a) In the event the Trustees are deadlocked on any matter, the dispute shall be referred for decision to a mutually acceptable impartial arbitrator in accordance with the American Arbitration Association's applicable Rules and Procedures.

(b) If the Trustees cannot mutually agree upon the designation of an impartial arbitrator within fourteen (14) calendar days after the deadlock arises, the arbitrator shall be selected in accordance with the Rules of the American Arbitration Association.

(c) The Trustees shall attempt to agree on the joint submission of a statement of the issue in dispute. However, if the Trustees cannot jointly agree upon such a statement, each group of Trustees shall submit to the arbitrator, in writing, its version of the issue in dispute. As part of his award, the arbitrator shall state his determination as to the exact issue. The decision of the impartial arbitrator shall be final and binding upon all of the Trustees.

(d) The expenses of any such arbitration, including any court proceedings which may be necessary to secure the appointment of an impartial arbitrator or the enforcement of the arbitration award (including the fee of the arbitrator and the reasonable attorney's and witness fees of the parties), shall be a proper charge against the Fund.

(e) No matter in connection with the interpretation, or enforcement of any collective bargaining agreement shall be subject to arbitration under this Article. No matter which is subject to arbitration under this Article shall be subject to the arbitration procedure provided for in any collective bargaining agreement.

Section 10. Compensation and Expenses.

The Trustees shall serve without compensation from the Trust Fund. Each Trustee, however, shall be reimbursed out of the Fund for all reasonable and necessary expenses which they may incur in the performance of their duties, or in attending meetings of the Board of Trustees, including transportation, lodging and meals.

ARTICLE VI
FUNCTIONS AND POWERS OF BOARD OF TRUSTEES

Section 1. Receipt of Contributions and Administration of Training Plan.

(a) The Trustees shall receive the employer contributions required by the applicable collective bargaining agreement and with these contributions, create and administer a training plan for the employees on whose behalf the contributions were made. The Trustees may also receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Declaration of Trust; but no gift, bequest or devise of any such property shall be received and accepted if it has been conditioned or limited in such manner as shall require the disposition of the income or its principal to any person or organization other than an "educational organization" or for such other than "educational purposes" within the meaning of such terms as defined in Article III of this Declaration of Trust, or as shall jeopardize the Federal income tax exemption of this Trust pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, as now in force or afterwards amended.

(b) The principal and income of all assets, contributions and other property received and accepted by the Trustees to be administered under this Declaration of Trust, shall be held in trust by them, and the Trustees may make payments or distributions from income or principal or both in such amounts and for such educational purposes of the Trust as the Trustees shall from time to time select and determine. The Trustees may make payments or distributions from income or principal or both, directly for such educational purposes, within the meaning of that term as defined in Article III, Section 5, in such amounts as the Trustees shall from time to time select and determine without making use of any other educational organization.

(c) It is the intention of the signatory parties that, except as expressly limited by the terms of this Trust Agreement, the Trustees shall have full and exclusive authority to administer this Trust Fund and the Training Plan, except that administration of the Training Plan may be delegated to a Plan Administrator.

(d) The authority of the Trustees encompasses not only the specific powers recited in the paragraphs set forth herein but also includes the general power to do all things and take all actions which they may deem necessary and appropriate to carry out the purposes of this Trust. The Trustees may exercise their authority through the adoption of appropriate motions, resolutions, or administrative rules and regulations of which a full and accurate record shall be kept.

Section 2. Collection of Contributions.

The Trustees shall have the responsibility, power and authority to demand and enforce the prompt payment of contributions to the Fund, and the payment of liquidated damages and reimbursement for expenses due to delinquencies as provided in Article VII. The Trustees may take such steps, including the institution and prosecution of or the intervention in any proceedings at law, in equity or in bankruptcy, as may be desirable to accomplish the collection and preservation of such contributions. All legal proceedings may be instituted in the name of the Chairman and/or the Secretary-Treasurer of the Board of Trustees.

Section 3. Application of Contributions.

The Trustees shall pay, or provide reserves for the payment of all reasonable and necessary expenses, costs and fees incurred in the creation and the admission of this Trust and of the Training Plan. Reasonable and necessary expenses shall include the compensation or fees of an administrator and subject to the professional and nonprofessional help as may be needed and further, the costs involved in providing for the attendance of the Trustees at educational conferences and programs designed or intended to improve the administration of employee benefit trust funds and plans. They shall also include the retention of professional and other services from secretaries, clerks, accountants, investment agents, legal counsel or other consultants to or employees of the Trust, and to provide reasonable and customary compensation to such persons as the Trustees may designate.

Section 4. Deposit of Contributions in Alaska Banks.

All incoming contributions shall be deposited by the Trustees in a reputable bank or banks located in the State of Alaska, pending the allocation of such contributions.

Section 5. Investments.

(a) All assets, contributions or other income or property not required for the payment of current benefits and expenses shall be managed and invested and reinvested by the Trustees or by third parties under the supervision and direction of the Trustees. In managing and investing the assets, or supervising the management and investment thereof, the Trustees shall exercise the judgment and care under the circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of the foregoing standards, the Trustees are authorized to acquire by gift, purchase or trade and retain every kind of property, real, personal, or mixed, and every kind of investment which men of prudence, discretion, and intelligence might acquire for their own account.

(b) The Trustees may delegate or assign part of their management and investment responsibilities to a reputable investment counselor or to a corporate co-trustee.

Section 6. Details of the Training Plan.

The Trustees shall have full authority to adopt, determine the details of, modify, and implement the Training Plan.

Section 7. Parties Entitled to Participate in Plan -- Special Agreements.

The Trustees shall have the authority to enter into "special agreements" with employers by the terms of which said employers agree to make contributions to this Trust Fund for the purposes of allowing the employees mentioned in the special agreement to participate in the Training Plan and Program.

Section 8. Employees.

The Trustees shall have full authority to employ or retain an administrator, attorney, training plan consultant, accountant and such other professional and

nonprofessional help as may be necessary in connection with the administration of this Trust and the Training Plan. The Trustees may delegate to the administrator, or to the other professional or nonprofessional help, such of their duties as a reasonable prudent businessman would delegate to an agent.

Section 9. Compromise of Claims.

The Trustees shall have full authority to compromise, settle or release claims or demands in favor of or against the Fund on such terms and conditions as they may deem desirable.

Section 10. Mergers.

Recognizing that at some time or times in the future the Trustees may deem it in the best interest of the Trust and of the participating parties that the Trust be merged, consolidated, amalgamated, or joined with one or more other training trust funds covering other employees, or that the Trust accept funds from other trust funds in connection with merger, consolidation or amalgamation of this Trust with new groups of employers, unions and employees, the Trustees shall have the authority to investigate, evaluate, and negotiate any such merger, consolidation, amalgamation, or other similar modification of the Plan and to prepare and enter into agreements to consummate the same. The Trustees' authority, in this respect, shall include, but not be limited to, the power to transfer reserves of this Trust to any successor trust.

Section 11. Records and Annual Financial Audit.

The books of account and records of the Board of Trustees shall be Audited at least once each year by certified public accountants. The Trustees shall also make all other reports required by law. A statement of the results of the annual review shall be available for inspection by participating employers, unions and employees at the principal office of the Fund or at such other suitable place as the Board may designate from time to time.

Section 12. Access to Records.

(a) All facts and all matters of record shall be made available and open to examination and inspection of all of the Trustees and of each group of Trustees equally at all times and no favoritism shall be shown any group or person over the other, at such reasonable time and place as the Trustees may designate.

(b) Except upon the proper request of a participating employer, union, or employee, as may be approved by the Trustees, all books, records, papers, reports, documents, or other information obtained or held with respect to the Trust Fund shall be confidential and shall not be made public or used for any other purpose.

Section 13. Powers of Trustees.

The Trustees shall have all powers necessary or convenient to effect the purposes for which the Trust Fund is created. Notwithstanding any other provision of this Trust Agreement, the Trustees shall not engage in any activities which would cause the Trust Fund to lose its tax-exempt status under IRC Section 501(c)(3), or any successor statute, or which would cause contributions to the Trust Fund to lose their status as "charitable contributions" under IRC Section 170(c)(2) or any successor statute.

ARTICLE VII
COLLECTION OF CONTRIBUTIONS

Section 1. Collection of Employer Contributions.

(a) The Trustees shall create and distribute contribution reporting forms for the use of employers in making their contributions. If a collective bargaining agreement does not contain a due date for the payment of contributions, the Trustees shall fix such a due date.

(b) The Trustees shall have full responsibility and authority to collect unpaid contributions owing to the Trust. The venue of any collection action instituted by the Trustees shall be the Third Judicial District of Alaska.

Section 2. Examination of Employer Books and Records.

The Trustees shall have authority to examine the payroll books and records of an employer, either directly or though an authorized representative, whenever such examination is deemed necessary or advisable by the Trustees in connection with the administration of the Trust. In the event the audit discloses that the employer had underpaid his contributions, during the period covered by the audit, the costs of the audit shall be charged to the employer provided, however, that the Trustees may waive all or part of such charge, upon good cause shown.

Section 3. Liquidated Damages -- Attorney's Fees.

(a) It is recognized and acknowledged that the regular and prompt payment of contributions is essential to the maintenance of a training plan and that it would be extremely difficult, if not possible, to fix the actual expenses and damage to the Plan which would result from the failure of an employer to pay proper contributions within the time provided. Therefore, if any employer shall be delinquent in submitting contributions, or shall fail to pay contributions on behalf of all employees when such contributions are due, such employer shall be liable for a delinquency penalty of twelve percent (12%) of the contributions owing as liquidated damages. The Trustees, at their discretion, may waive all or part of such penalty, upon good cause shown.

(b) In the event the Trustees should place the delinquent account in the hands of legal counsel for settlement or collection, the employer shall also be liable for reasonable attorney's fees and all reasonable costs and expenses incurred in the collection process, whether or not formal legal proceedings are initiated, in addition to the contributions owed and liquidated damages.

ARTICLE VIII
EMPLOYEE/APPRENTICE APPEALS

Section 1. Claiming Benefits or Disputes Concerning Plan.

No apprentice or journeyman, employee or participant shall have any right to claim benefits under the Joint Apprenticeship and Training Plan, except as specified in the policies, standards or contracts, procured or entered into pursuant to this Trust. Any claim or dispute as to eligibility or concerning the Joint Apprenticeship and Training Plan shall be resolved by the Administrator under and pursuant to the Plan, subject to review by the Board of Trustees, and the apprentice or employee shall have no right or claim with respect thereto against the Fund or the Trustees. Neither the Employer, any signatory association, the Union nor any of the Trustees, shall be liable for the failure or omission for any reason to provide apprenticeship and training under the Plan.

Section 2. Review of Denial of Eligibility, Plan Benefit and Review of Apprenticeship Agreement or Plan Decisions by Board of Trustees.

Any apprentice and journeyman or employee or participant aggrieved by a decision of the Trustees, Administrator or other person acting on behalf of the Plan denying eligibility for any benefit under this Plan, or being aggrieved by any decision of the aforementioned regarding the Plan or his or her apprenticeship agreement, shall be entitled to a review of decisions by such authorized person, the Administrator, or Board of Trustees. Formal review shall begin with the Board of Trustees. To obtain review, the complainant shall advise the Board of Trustees in writing of the specific reasons for objection to the decision at issue not more than sixty (60) days after the disputed decision is communicated to the complainant.

Within thirty (30) days of the receipt of the written request for review, the Board of Trustees shall notify the complainant of the date, time and place of the hearing before the Board of Trustees, as appropriate. Such notice shall be mailed by first class mail to the complainant's address of record. A complainant may, but need not, be represented at his or her expense by an attorney of his or her choice.

Upon request from the complainant, the Board of Trustees shall provide to the complainant all sources of information upon which the decision of the Director was based, and permit the complainant to examine all documents and records relating to the decision in the possession of the Board of Trustees.

Section 3. Review Procedure.

A written record shall be made of the proceedings at the hearing by such method as the Board of Trustees shall determine. In conducting the hearing, the Board shall not be bound by the usual common law or statutory rules of evidence. There shall be copies made of all documents and records introduced at the hearing which shall be attached to the record of the hearing and made a part thereof.

The complainant shall be afforded the opportunity of presenting evidence in writing or orally.

The decision of the Board of Trustees shall be communicated by written notice, delivered or mailed to the complainant setting forth the specific reason(s) for the denial of any claim and indicating those portions of the Plan or of applicable law or regulations upon which the decision of the Trustees is based. Notification to the

complainant shall be written in a manner that may be understood by the complainant without the need for legal or other professional counseling. A copy of this Article shall be included with the decision.

Section 4. Arbitration.

If the complainant is dissatisfied with the written decision of the Trustees, he or she shall have the right to request the appointment of an impartial arbitrator to review the matter in accordance with the rules of the American Arbitration Association. Such request must be filed, in writing, with the Trustees within thirty (30) days of receipt of the written decision. The Administrator will assist in the preparation of the request for arbitration, if asked to do so.

In the event the matter is submitted to arbitration, the question for the arbitrator shall be whether, in the particular instance, the Trustees: (1) were in error upon any issue of law, (2) acted arbitrarily or capriciously in the exercise of their discretion, or (3) whether their findings of fact were supported by substantial evidence. The expenses of arbitration shall be borne equally by the appealing party, and by the Trust Fund. The decision of the arbitrator shall be final and binding upon the Trustees and upon the appealing party. The appealing party and the Trust Fund shall each pay one-half (1/2) of the expenses of the arbitration. Attorney fees incurred shall be each party's own responsibility.

Section 5. Review Procedure Limitation.

The review procedure set forth in Sections 1-4 of this Article shall not apply to complaints by an apprentice or applicant for apprenticeship regarding discrimination on the basis of race, color, religion, national origin or sex with regard to apprenticeship or complaints that the equal opportunity standards with respect to his or her selection have not been followed in the operation of an apprenticeship program. Such complaint procedure shall be followed as set forth by the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor, under 29 CFR, Part 30 (Sec.11), as amended.

Section 6. Additional Complaint Procedure Available.

The review procedure set forth in Sections 1-4 of this Article shall apply to all complaints as permitted by law with the exception of the limitation set forth in Section 5 of this Article; provided, however, that the Board of Trustees acknowledges that an

apprentice may utilize the complaint procedure of the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor, with regard to any controversy or difference arising under an apprenticeship agreement which cannot be adjusted locally and which is not covered by a collective bargaining agreement.

ARTICLE IX
LIMITATIONS

Section 1. Trustee Duties Limited to Agreement.

The duties, responsibilities, liabilities and disabilities of any Trustee under this Agreement shall be determined solely by the express provisions of this Agreement and no further duties, responsibilities, liabilities or disabilities shall be implied or imposed.

Section 2. Trustees' Liabilities.

(a) No Trustee shall incur any liability for simple negligence, oversight or carelessness in connection with the performance of his duties as such Trustee.

(b) No Trustee shall be liable for the act or omission of any other Trustee, or by any employee or agent of the Trustees. The Fund shall defend and hold harmless the Trustees, individually and collectively, against any and all expenses and liabilities arising out of trusteeship, except (as to the individual Trustee or Trustees directly involved) for expenses and liabilities arising out of willful misconduct or gross negligence.

(c) Trustees are fiduciaries with respect to the Trust and Fund and shall at all times conduct themselves in good faith and in the best interests thereof.

Section 3. Parties' Liabilities.

None of the persons executing this Trust Agreement, nor any participating employer, or union, or any employee, shall be responsible for the liabilities or debts of the Trust Fund except the owners and principals of an employer that becomes delinquent in the making of contributions due and owing under the appropriate collective bargaining agreement, may be held personally liable therefor. Likewise, the Trust Fund shall not be responsible for any liabilities or debts of any such parties or

persons.

Section 4. Parties' Rights -- Protection of Fund.

Neither the Association, an individual employer, the Union, nor any other person shall have any right, title or interest in the Fund other than specifically provided in this Agreement and no part of the Fund shall revert to the Association or any individual employer. Neither the Fund nor any contributions to the Fund shall be in any manner liable for or subject to the debts, contracts or liabilities of the Association, any individual employer, the Union, any agents or representatives of the Union, or any employee. No part of the Fund nor any benefits payable in accordance with the Training Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person.

ARTICLE X
MISCELLANEOUS

Section 1. Office of the Trust Fund.

The Fund shall have its principal office in the City of Anchorage, Alaska.

Section 2. Reliance on Instruments.

No party who has verified that he is dealing with the duly appointed Trustees, or any of them, shall be obligated to see to the application of any assets, monies or property of the Fund, or to see that the terms of this Agreement have been complied with, or to inquire as to the necessity or expediency of any act of the Trustees. Every instrument executed by the Board of Trustees or by its direction shall be conclusive in favor of every person who relies on it, that: (a) at the time of delivery of the instrument this Trust Agreement was in full force and effect; (b) the instrument was executed in accordance with the terms and conditions of this Agreement; and (c) the Board of Trustees was duly authorized to execute the instrument or direct its execution.

Section 3. Application of Law.

The undersigned parties are executing this Trust Agreement with the intention of establishing a Trust which complies with all applicable provisions of the Internal Revenue Code, and the Labor-Management Relations Act, and the parties' intent that all questions pertaining to the validity, construction and administration of this Trust

Agreement shall be determined in accordance with said laws, and such other laws or regulations as may be applicable.

Section 4. Severability.

If any provision of this Trust Agreement or any of the rules and regulations of the Trustees, is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Agreement, the Plan or the rules and regulations, unless such illegality or invalidity prevents accomplishment of the objectives and purposes of the Agreement and the Plan. In the event of any such hold, the Trustees will take appropriate action to remedy any such defect.

ARTICLE XI
AMENDMENT AND TERMINATION

Section 1. Amendments.

The provisions of this Trust Agreement may be amended by the Board of Trustees, provided that no amendment may be made which would change the purpose of this Trust Fund, or permit any of the contributions, or other income which the Trustees may receive, to be used for any purpose other than those specified herein. All participating employers, unions, and employees shall be bound by such amendments.

Section 2. Termination.

(a) This Trust Agreement shall continue in existence until such time as it is terminated by one of the following means:

(1) Action of the signatory parties; or

(2) The termination of all collective bargaining agreements requiring the payment of contributions to this Trust, provided, however, that for purposes of this subparagraph, a collective bargaining agreement shall not be deemed terminated, in a strike or lockout situation unless said strike or lockout continues for more than six (6) months.

(b) Upon the termination of this Trust Agreement, or the dissolution or final liquidation of the Trust Fund, and after payment or making provision for payment of the liabilities and obligations of the Trust Fund and the expenses of termination and dissolution, the Trustees shall distribute the remaining assets of the Trust Fund exclusively to educational organizations which are engaged in activities similar to those of the Trust Fund and which qualify at the time of such distribution as exempt organizations under IRC Section 501(c)(3), or any successor statute, and the Treasury Regulations thereunder.

EXECUTED THIS 28th DAY OF May, 2015, by

ALASKA MECHANICAL CONTRACTORS ASSOCIATION

By: Pres. AMCA

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION LOCAL UNION 23

By:

EMPLOYER TRUSTEES:

Darrell Koontz-Secretary — Date: 5-20-15

Kirk Ludvigsen — Date: 5-19-15

Joe Morris — Date: 5/19/2015

ALTERNATE:

Matt Rudisill — Date: 5/15/15

UNION TRUSTEES:

RANDY Golding — MAY 19. 2015

Randy Golding - Chairman — Date

05-19-15

Mark Hodl — Date

05-19-15

Shawn Ellis — Date

ALTERNATE:

5-19-2015

Dale Welty — Date