AMENDMENT AND RESTATEMENT

OF

WESTERN WASHINGTON

SHEET METAL TRAINING TRUST

PREAMBLE

WHEREAS, the signatory parties (or their predecessors in interest) did execute a trust agreement, creating a joint labor management employee welfare benefit trust fund known as the Western Washington Sheet Metal Training Trust, which has been revised and restated from time to time, and

WHEREAS, the signatory parties have determined to revise and restate the existing trust agreement so as to take into account contemporary needs and conditions,

NOW, THEREFORE, the signatory parties on this day of May 6th of 2021 do hereby revise and restate the existing trust agreement as set forth in the following pages.

ARTICLE 1)

DECLARATION OF TRUST

Section i) The signatory parties hereby reaffirm the declaration and creation of the Western Washington Sheet Metal Training Trusts, which shall consist of all Contributions required by the Collective Bargaining Agreements to be made for its establishment and maintenance and all interest, income and other returns thereof of any kind whatsoever, and any other property received or held by reason of or pursuant to this Trust. All amounts specified in this section shall be held in trust for the purposes of paying either from principal or income, or both, the expenses of

establishing and administering the Trust and any and all programs, projects or activities adopted by the Trustees thereof within the area covered by the Collective Bargaining Agreements.

Section ii) The purposes for which this Trust is formed are:

(1) Providing and maintaining training programs for Journeymen and Apprentice employees of the Employers. Such programs shall adequately reflect and prepare said employees to perform work which is or may become part of the trade jurisdiction ofthe sheet metal worker;

(2) Providing and maintaining scholarships and pre-apprentice training for those qualified citizens ofthe United States who are residents of the area within the jurisdiction of the Union and who due to circumstances would not be able to otherwise attend the Sheet Metal Pre-Apprentice class without financial assistance;

(3) Providing for and maintaining counseling services for applicants and recipients of scholarship grants and pre-apprentice training;

(4) Providing for and maintaining a program and/or programs of education; and publicity to encourage minority persons and/or underprivileged, and all persons of all races, creeds or color to enter into the Sheet Metal Industry;

(5) To engage in any other lawful activities incidental or related to the accomplishment of these purposes; and

(6) To have and exercise all rights and powers from time to time granted to nonprofit corporations by law;

Section iii) The Trust shall continue in existence on an indefinite basis, contemporaneously with the terms of this Trust Agreement.

Section iv) This revised and restated Trust Agreement shall be effective as of May 6th 2021, and shall continue indefinitely until such time as it may be amended or terminated in accordance with the provisions of Article X.

ARTICLE 2)

DEFINITIONS

The following definitions shall govern in this Trust Agreement:

Section i) The tenn "Collective Bargaining Agreement" includes:

(1) The "STANDARD FORM OF UNION AGREEMENT, SHEET METAL, ROOFING, VENTILATING and AIR CONDITIONING DIVISIONS of the CONSTRUCTION INDUSTRY" between Sheet Metal and Air Conditioning Contractor National Association, Western Washington, Inc. ("SMACNA") and the Union, and addenda thereto ("Standard Form Agreement");

(2) any other collective bargaining agreements between the Union, and any Employer which provides that such Employer shall make Contributions to the Western Washington Sheet Metal Training Trusts or shall comply with the wages, hours and working conditions of the Standard Form Agreement; and

(3) any modification, amendment, extension or renewal of any of said agreements, or any substitute for or successor to any such agreement, which provides for the making of Employer Contributions to the Western Washington Sheet Metal Training Trusts.

Section ii) The terms "Employer and/or Employers" as used herein shall mean any sheet metal contractor engaged in business for the construction division of the sheet metal industry who is or shall subsequently become party to a Collective Bargaining Agreement.

Section iii) The term "Union" as used herein shall mean Local Union 66 of the Sheet Metal Workers' Intemational Association or its successors in interest.

Section iv) The term "Trustee" as used herein shall mean any natural person designated as Trustee as provided in section 1 of Article Ill of this Trust Agreement together with their successors designated in the manner provided for by section 6 of Article Ill of this Trust Agreement.

Section v) The terms "Trust Agreement and Declaration of Trust" and "Trust" as used herein shall mean this instrument, including any amendments hereto and modifications hereto and the trust created hereinunder.

Section vi) The terms "Board of Trustees" or "Board" mean the Board of Trustees established by this Trust Agreement.

Section vii) The term "Fund" or "Trust Fund" means any and all property secured or held by, including but not limited to interest income and other returns thereof of any other kind whatsoever, by reason of or pursuant to this Trust created and established by this Agreement.

Section viii) The term "Western Washington Sheet Metal Joint Apprenticeship Committee" or "Committee" means the Joint Apprenticeship and Training Committee established by the Collective Bargaining Agreement.

Section ix) The term "Contribution" means the payment made or to be made to the Fund by an Employer.

Section x) The term "ERISA" means the Employee Retirement Income Security Act of

1974, as amended, and any valid regulation issued pursuant thereto.

ARTICLE 3)

BOARD OF TRUSTEES

Section i) The Fund shall be administered by a Board of six Trustees representing the Employers and six Trustees representing the Union. The Trustees representing the Employers shall be appointed by an instrument in writing by SMACNA who is hereby irrevocably designated by the Employers as their attorney in fact for the purpose of appointing and removing Trustees and successor Trustees. The Trustees representing the Union shall be appointed by an instrument in writing signed by the Executive Officer of the Union. At least one Employer Trustee and one Union Trustee shall be appointed from the geographical area located south of the Pierce King County line and at least one Employer Trustee and one Union Trustees shall be appointed from the geographical area located north of the Pierce King County line. The Employers and the Union expressly designate the Trustees jointly as named fiduciaries, who shall have exclusive authority and discretion acting as the Board of Trustees as herein provided to control and manage the operation and administration of the Fund. Each of the Trustees shall sign this Trust Agreement, or a duplicate thereof, and such signature shall constitute their acceptance of designation as a fiduciary and a Trustee and of the duties, responsibilities and obligations of a Trustee as established by this Trust Agreement and by applicable law.

Section ii) The Trustees shall select one of their number to act as Chairperson and one to act as Secretary, to serve for such period as the Trustees shall determine. When the Chairperson is selected from among the Employer Trustees, the Secretary shall be selected from among the Union

Trustees, and vice versa. The Chairperson and the Secretary shall each hold office indefinitely, provided that when a particular Chairperson and Secretary have held office for two (2) years, or at any time thereafter, the Employer Trustees or the Union Trustees may obtain, on their request, a rotation of offices, or a new election, or both.

Section iii) Each Trustee shall serve until their death, resignation or removal from office.

Section iv) A Trustee may resign at any time by serving written notice of such resignation upon the Secretary and Chairperson of the Board of Trustees at least 30 days prior to the date on which such resignation is to be effective.

Section v) Any Trustee may be removed from office at any time, for any reason, by a writing signed by the entity which originally appointed him, according to such entity's internal rules, practices or procedures and served on the Secretary and Chairperson of the Board of Trustees.

Section vi) If any Trustee dies, resigns or is removed from office, a successor Trustee shall be appointed forthwith by an instrument in writing signed by the entity which originally appointed the Trustee, and delivered to the Secretary and Chairperson. Any successor Trustee so appointed shall evidence their acceptance of designation as a fiduciary and a Trustee and of the duties, responsibilities and obligations of a Trustee as established by this Trust Agreement and by applicable law by signing this Trust Agreement, or a duplicate thereof.

ARTICLE 4)

FUNCTIONS AND POWERS OF BOARD OF TRUSTEES

Section i) The Board ofTrustees acting jointly shall have the power to control and manage the assets, operation and administration of the Fund as a fiduciary and shall exercise such authority

with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent Board acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that the Board may (a) appoint an investment manager or managers (as defined in ERISA) to manage (including the power to acquire and dispose of) any assets of the Fund, (b) appoint subcommittees composed of equal numbers of Union and Employer appointees to run the day-to-day operations of any training facility, (c) by resolution adopted unanimously by the Trustees present at a regularly called meeting of the Board, enter into an agreement allocating among Trustees such specific responsibilities, obligations, or duties as the Board shall determine, (d) designate pursuant to the same procedure persons other than named fiduciaries to carry out fiduciary responsibilities (other than trustee responsibilities) under this Trust Agreement, (e) employ one or more persons to render advice with regard to any responsibility the Board has under this Trust Agreement or any programs established by the Trustees to fulfill the purposes of this Trust or (t) do any one or more of the foregoing. Any person or entity so appointed, designated or employed shall act solely in the interests of the participants and beneficiaries of the Fund.

All programs, projects or activities established by the Trustees may be administered by the full Board of Trustees or a subcommittee thereof which shall consist of an equal number of Employer and Union Trustees. The full Board of Trustees or a subcommittee thereof, if one is established to administer the program, shall have the authority to hire an Apprentice Coordinator, promulgate regulations, disburse monies, and shall have final authority over all aspects of programs adopted by the Trustees.

Section ii) All Contributions to the Fund shall be due and payable at Seattle, Washington or any other location designated by the Trustees. The acceptance and cashing of any checks for such Contributions, and the disposition of the monies covered thereby in accordance with this Trust Agreement, shall not release or discharge an Employer from his or its obligations under the Collective Bargaining Agreement for hours paid for or worked under said Agreement for which no Contribution has actually been received, notwithstanding any statement, restriction or qualification appearing on the check or any attachment thereto. The Board of Trustees may direct that any such check may be a single check covering monies payable to one or more other funds and with the boards of trustees of such other funds may jointly instruct the bank or banks with regard to the allocation of the monies covered by such check among the funds. In such event the instructions so given shall be binding upon the bank or banks, the Employers, the Union and all other parties hereto.

Section iii) The Board of Trustees shall have the power, in the name of the Fund or otherwise, as in its discretion may be deemed necessary or desirable, to demand and enforce, by suit in court or otherwise, the prompt payment of Contributions to the Fund, including payments due to delinquencies as provided in section 8 of Article VI, without being limited or restricted by any grievance or arbitration procedures provided in a Collective Bargaining Agreement, and to assert and enforce all priorities, lien rights and other claims or right with respect to any Contributions or payments belonging to the Fund, this Trust or any of its participants or beneficiaries, including the right to file priority and other claims in bankruptcy.

Section iv) Without limitation of the provisions of section I of this article, the Board of Trustees shall have the power:

(1) To pay or cause to be paid out of the Fund the reasonable expenses incurred in the establishment of the Fund and programs, projects or activities adopted by the Trustees;

(2) To establish and accumulate such reserve funds as may be adequate to provide for administration expenses and other obligation of the Fund;

(3) To provide a procedure for establishing and carrying out a funding policy and method consistent with the objectives and purposes of the Trust and the requirements of all applicable laws, including establishing the proper hourly contribution rate;

(4) To employ such executive, accounting, administrative, technical, educational, clerical, secretarial or legal personnel and other employees and assistants, as may be necessary in connection with the administration of the programs, projects or activities of the Fund and to pay or cause to be paid, out of the Trust, the compensation and necessary expenses of such personnel and assistants and the cost of office space, furnishings and supplies and other essentials required in such administration. The accounting personnel employed pursuant to this paragraph shall include an independent qualified public accountant engaged in behalf of all Plan participants required under applicable laws;

(5) To incur and pay out of the Fund any other expense reasonably incidental to the administration ofthe Fund necessary or desirable to provide the services specified in programs, projects or activities adopted by the Trustees, subject to such budgetary or other fiscal controls as the Trustees may specify;

(6) To compromise, settle, or release claims or demands in favor of or against the Trust on such terms and conditions as the Trustees may deem desirable;

(7) If no investment manager is designated and appointed by the Board, to invest and reinvest or cause to be invested or reinvested the assets of the Trust, as prudent Trustees and in accordance with applicable law. Investments may be made with a bank or other fiduciary to the fullest extent permitted by law. No indicia of ownership shall be maintained outside the jurisdiction of the district courts of the United States except to the extent pennitted by law;

(8) To enter into contracts in its own name or in the name of the Trust, to terminate, modify or renew any such contracts and to exercise and claim all rights and benefits granted to the Board or the Trust by any such contracts;

(9) With or without any of the contracts mentioned in paragraph (h) of this section to pay or cause to be paid all or any part of the benefits provided in programs, projects and activities established by the Trustees to the persons entitled thereto under such programs;

(10) To purchase, exchange, lease, mortgage or otherwise hypothecate, or otherwise acquire, or cause to be purchased, exchanged, leased, mortgaged or otherwise hypothecated, or otherwise acquired, any property, real, personal or mixed, on such terms as it may deem proper, and to execute and deliver, any and all instruments in connection therewith;

(11) To sell, exchange, lease, convey or otherwise dispose of, any property of any kind forming a part of the Fund upon such terns as it may deem proper and to execute and deliver or cause to be executed and delivered, any and all instruments of conveyance or transfer in connection therewith;

(12) To construct the provisions of this Trust Agreement and any such construction adopted by the Board in good faith shall be binding upon any and all parties or persons affected thereby unless found to be arbitrary and capricious or contrary to law;

(13) To pay or cause to be paid any and all real or personal property taxes, income taxes, or other taxes or assessments of any or all kinds levied or assessed upon or with respect to the Trust;

(14) To prepare or cause to be prepared such periodic reports, descriptions, summaries and other information as are required by law or as the Board may deem necessary or appropriate, and to file and furnish such reports, descriptions, summaries and information to participants and their beneficiaries and to such other persons or entities as is required by law or as the Board may deem necessary or appropriate;

(15) To maintain or cause to be maintained such bank account or bank accounts as may be necessary or advisable in the administration of the Trust, and to designate the person or persons authorized to sign checks and withdrawal orders on any such accounts;

(16) To adopt and prescribe reasonable rules and procedures, which shall not be inconsistent with the provisions of this Trust Agreement, governing the reporting of Contributions and any and all other matters in connection with the Trust;

(17) To apply for and administer any monies or property available from private, foundation or governmental sources or supplement or augment the monies or property available from the Trust;

(18) To use part of the Trust assets to promote apprenticeship and employment within the sheet metal industry, in order to accomplish the goals, objectives and expectations of the settlors of the Trust, and, in recognition that efforts are needed to increase the number of qualified individuals applying to be apprentices and journeypersons in the sheet metal industry, to establish programs (1) to promote and communicate the advantages of being an

apprentice and journeyman in the sheet metal industry, (2) to display the training skills taught in the sheet metal industry and (3) to promote to the general public both the training provided by the Trust and the benefits and rewards of that training.

(19) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement; and

(20) To pay for counseling services or extra instruction to assist individuals to meet the qualifications of entrance to programs or classes established by the Board of Trustees.

Section v) The Board of Trustees shall provide at the expense of the Trust, where permissible and to the extent provided by law, insurance and bonding protection for the Trust and for each of the Trustees and any other person authorized to receive, handle, deal with or draw upon the monies in the Trust for any purpose whatsoever. Said insurance and bonds shall be in such limits and shall be obtained from such source as the Board shall determine, subject to the restrictions imposed by law.

Section vi) All checks, drafts, vouchers, or other withdrawals of money from the Trust Fund shall be authorized in writing or countersigned by at least one Employer Trustee and one Union Trustee.

Section vii) The Board of Trustees shall maintain suitable and adequate records of and for the administration of the Trust. The Board may require any Employer, the Union, any employee or any other beneficiary under a program established by the Trustees to submit to it any information, data, reports or documents reasonably relevant to and suitable for the purposes of such administration; provided, however, that the Union shall not be required to submit lists of

memberships. The parties agree that they will use their best efforts to secure compliance with any reasonable request of the Board for any such information, data, reports or documents. Upon request in writing from the Board, any Employer will permit a certified public accountant selected by the Board to enter upon the premises of such Employer during business hours, at a reasonable time or times, and to examine and copy such books, records, papers or reports of such Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by him or it to the Trust Fund.

Section viii) The books of account and records of the Board of Trustees, including the books of account and records pertaining to the Trust, shall be audited at least once each year by an independent qualified public accountant engaged by the Board on behalf of all participants who shall conduct such an examination of any financial statement of the Trust and programs and other books and records of the Trust and programs as is required by applicable law. The Board shall also make all other reports required by law. A statement of the results of the annual audit shall be available for inspection by interested persons at the principal office of the Trust and at such other suitable place as the Board may designate from time to time.

Section ix) Compatible with equitable principles and to the extent that sound accounting principles permit, the Board of Trustees may coordinate its activities in the administration of the Trust with the administrative activities of the governing board or boards of any other trust or trusts established or to be established for employees in the building and construction industry to such extent and upon such terms as may be deemed necessary or desirable by the Board, including the entering into and performance of agreements or arrangements with any such board or boards providing for reciprocity or the transfer or exchange of credits or Contributions between or among

such trusts or plans upon such terms as the Board may determine are in the best interests of the administration of the Trust.

ARTICLE 5)

PROCEDURE OF BOARD OF TRUSTEES

Section i) The Board of Trustees shall deter-mine the time and place for regular periodic meetings of the Board. Either the Chairperson or the Secretary, or any two members of the Board, may call a special meeting of the Board by giving written notice to all other Trustees of the time and place of such meeting at least ten days before the date set for the meeting. Any such notice of special meeting shall be sufficient if sent by ordinary mail or by e-mail addressed to the Trustee at his address as shown in the records of the Board. Any meeting at which all Trustees are present, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the giving of any notice.

Section ii) The Secretary or his appointee shall keep minutes or records of all meetings, procedures and acts of the Board. Such minutes need not be verbatim.

Section iii) The Board shall not take any action or make any decision on any matter coming before it or presented to it for consideration or exercise any power or right given or reserved to it or conferred upon it by this Trust Agreement except upon the vote of a majority of all twelve of the Trustees at a meeting of the Board duly and regularly called or except by the signed concurrence of all twelve Trustees without a meeting, as provided in Section 5 of this article. In the event of the absence of an Employer Trustee from a meeting of the Board, the Employer Trustees present at such meeting may vote on behalf of such absent Trustee and if such Employer Trustees cannot all agree as to how the vote of such absent Employer Trustee shall be cast, then it shall be cast as the

majority of them shall determine, or in the absence of such majority determination, it shall be cast as the Employer Trustee Chairman or Secretary of the Board shall determine. In the event of the absence of any Union Trustee from a meeting of the Board, the Union Trustees present at such meeting may vote on behalf of such absent Trustee pursuant to the same method and in the same manner as above provided for Employer Trustees to cast the vote of any absent Employer Trustee.

Section iv) All meetings of the Board shall be held at the principal office of the Trust unless another place is designated from time to time by the Board.

Section v) Upon any manner which may properly come before the Board of Trustees, the Board may act in writing without a meeting, provided such action has the concurrence of all of the Trustees.

ARTICLE 6)

CONTRIBUTIONS AND COLLECTIONS

Section i) No employee or any other person shall be entitled to receive any part of the Contributions made or required to be made to the Trust, except as may be lawfully provided by and paid pursuant to programs, projects or activities established by the Trustees.

Section ii) Notwithstanding anything to the contrary contained in this Trust Agreement or any modification, amendment, extension or renewal hereof, no portion of the Trust shall at any time revert to, or be recoverable by any Employer or the Union, or be used for, or diverted to, purposes other than for the exclusive benefit of employees or their beneficiaries under programs, projects or activities established by the Trustees, and the payment of the administrative expenses ofthe Trust programs, except for such sums, if any, as may be returned to an Employer as permitted by law.

Section iii) Neither any Employer, the Union, any employee, nor any other person shall have any right, title or interest in or to the Trust other than as specifically provided in this Trust Agreement or in programs, projects or activities established by the Trustees. Neither the Trust nor any Contributions to the Trust shall be in any manner liable for or subject to the debts, contracts or liabilities of any Employer, the Union, or any employee.

Section iv) Neither any Employer, nor any officer, agent, or employee of any Employer, shall be liable to make Contributions to the Trust or be under any other liability to the Trust except to the extent that they may be required to make Contributions to the Trust with respect to their own individual or joint venture operations, or to the extent that they may incur liability as a Trustee as hereinafter provided. The liability of any Employer to the Trust shall be limited to the payments required by the Collective Bargaining Agreement with respect to their or its individual or joint venture operations, and in no event shall they or it be liable or responsible for any portion of the Contributions due from any other Employer with respect to the operations of such Employer. The basis on which payments are made to the Trust shall be as from time to time specified in the Collective Bargaining Agreements and in this Trust Agreement and the Employers shall not be required to make any further payments or Contributions to the cost of operation of the Trust.

Section v) Each employee or beneficiary under a program, project or activity established by the Trustees, is hereby restrained from selling, transferring, anticipating, assigning, hypothecating or otherwise disposing of their benefits or any other right or interest under a program, project or activity established by the Trustees, and the Board of Trustees shall not recognize, or be required to recognize, any such sale, transfer, anticipation, assignment, hypothecation or other disposition. Any such benefits, or prospective benefit, right or interest shall not be subject in any

manner to voluntary transfer or transfer by operation of law or otherwise, and shall be exempt from the claims of creditors or other claimants and from all orders, decrees, garnishments, execution or other legal or equitable process or proceeding to the fullest extent permitted by law.

Section vi) Neither any Employer, the Union, nor any employee shall be liable or responsible for any debts, liabilities or obligations of the Trust or the Trustees.

Section vii) Contributions shall be due and payable on or before the 15th of each month. The Contributions payable on or before the 15th day of each month shall include all payments which have theretofore accrued for work performed during the preceding month, up to the close of the Employer's payroll period ending closest to the last day of that month, and thereafter each monthly Contribution shall include all payments which have accrued in the interim for work performed up to the close of the Employer's payroll period ending closest to the last day of the preceding calendar month. Each monthly Contribution shall be accompanied by a report in a form prescribed by the Board of Trustees.

Section viii) Each Contribution to the Fund shall be made promptly, and in any event on or before the 15th day of the calendar month in which it becomes payable, on which date said Contribution, if not then paid in full, shall be delinquent. All parties, including Employers, recognize and acknowledge that the regular and prompt payment of Employer Contributions to the Fund is essential to the maintenance of the Fund and programs established by the Trustees, and that it would be extremely difficult, if not impracticable to fix the actual expense and damage to the Trust and Fund that would result from the failure of an Employer to pay such monthly Contributions in full within the time above provided. Therefore, the amount of damage to the Trust and Fund resulting from any such failure shall be presumed to be the sum of $25 per delinquency or 5% of the amount of the Contributions due, whichever is greater, if payment is received after the 15th day of the month. If payment is received after the 25th day of the month

then the amount of damage shall be $25 per delinquency or 10% of the Contributions due. In the event a civil action is filed to recover past due Contributions then the amount of the damage shall be $25 per delinquency or 20% of the Contribution due. The amounts set forth in the preceding three sentences shall become due and payable to the Trust as liquidated damages and not as a penalty, in Seattle, Washington, upon the day immediately following the dates set forth in said sentences.

Section ix) Delinquent Contributions shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid.

Section x) In the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees (with a minimum of $25.00) and for all reasonable costs incurred in the collection process, including but not limited to court costs and audit fees.

Section xi) The Trustees shall have the authority to waive all or any part of the liquidated damages, interest, attorneys' fees or collection costs for good cause shown.

Section xii) In the event a collection suit is initiated, venue of such suit may be laid in a court of competent jurisdiction (federal or state) in the county or district, in which the Fund or its legal counsel has an office, at the option of the Trustees.

ARTICLE 7)

GENERAL PROVISIONS APPLICABLE TO TRUSTEES

Section i) The provisions of this article are subject to and qualified by the provisions of ERISA to the extent that such provisions are applicable. In order to induce experienced, competent and qualified persons and entities to serve as fiduciaries, to deal with the Trust and the Board of Trustees and to participate in other ways in the administration and operation of the Trust and any programs adopted by the Trustees and thus to further the interests of the participants and beneficiaries of the program or programs, it is the intent and purpose of the parties to provide herein for the maximum permissible protection and indemnification of such persons or entities from and against personal liability, loss, cost or expense as a result of such service, dealing or participation, and the provisions of this article shall be liberally construed and applied to accomplish this objective.

Section ii) No person who has verified that he or it is dealing with the duly appointed Board of Trustees shall be obligated to see to the application of any monies or property of the Fund, or to see that the terms of this Trust Agreement have been complied with, or to inquire as to the necessity or expediency of any act of the Board of 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 (1) at the time of the delivery of the instrument this Trust Agreement was in full force and effect, (2) the instrument was executed in accordance with the terms and conditions of the Trust Agreement, and (3) the Board was duly authorized to execute the instrument or direct its execution.

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

Section iv) The Trustees shall incur no liability, either collectively or individually, in acting upon any papers, documents, data or information believed by them to be genuine and accurate and to have been made, executed, delivered or assembled by the proper parties. The Trustees may delegate any of their ministerial powers or duties to any of their agents or employees. No Trustee shall incur any liability for simple negligence, oversight or carelessness in connection with the performance of their duties as such Trustee. No Trustee shall be liable for the act or omission of any other Trustee. The Trust shall exonerate, reimburse and save harmless the Trustees, individually and collectively, against any and all liabilities and reasonable expenses arising out of the trusteeship, except (as to the individual Trustee or Trustees directly involved) for expenses or liabilities arising out of wilful misconduct or gross negligence. No expense shall be deemed reasonable under this section unless and until approved by the Board of Trustees.

Section v) Provisions by the Trust to Trustees for defense of actions and proceedings brought against a Trustee or Trustees shall be as follows:

(1) Except as otherwise provided in subsection (b) of this section, upon request of a Trustee or former Trustee, the Board of Trustees shall provide for the defense of any civil action or proceeding brought against them, in their capacity as such Trustee or former Trustee or in his individual capacity or in both, on account of any act or omission in the scope of their service or duties as a Trustee of the Trust. For the purposes of this section, a cross-action, counterclaim, cross-complaint or administrative or arbitration proceeding against a Trustee or former Trustee shall be deemed to be a civil action or proceeding brought against them;

(2) The Board of Trustees may refuse to provide for the defense of a

civil action or proceeding brought against a Trustee or former Trustee if the Board determines that:The act or omission was not within the scope of their service or duties as a Trustee of the Trust; or

(a) They acted or failed to act because of wilful misconduct or gross negligence; or

(b) The defense of the action or proceeding by the Board would create a conflict of interest between the Board or Trust and the Trustee or former Trustee;

(3) The Board of Trustees may provide for the defense of a criminal action brought against a Trustee or former Trustee if:

(a) The criminal action or proceeding is brought on account of an act or omission in the scope of their service or duties as a Trustee or former Trustee; and

(b) The Board determines that such defense would be in the best interests of the Trust and its participants and beneficiaries and that the Trustee or former Trustee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the Trust and its participants and beneficiaries;

(4) The Board may provide for a defense pursuant to this section by Trust counsel or by employing other counsel for such purpose or by purchasing insurance which requires that the insurer provide the defense. All of the expenses of providing a defense pursuant to this section are proper charges against the Trust. The Trust shall have no right to recover such expenses from the Trustee or former Trustee; and

(5) If, after request, the Board fails or refuses to provide a Trustee or former Trustee with a defense against a civil action or proceeding brought against them and the

Trustee or former Trustee retains their own counsel to defend the action or proceeding, they shall be entitled to recover from the Trust such reasonable attorneys fees, costs and expenses as are necessarily incurred by them in defending the action or proceeding if the action or proceeding arose out of an act or omission in the scope of their service or duties as a Trustee of the Trust, unless the Board establishes that they acted or failed to act because of wilful misconduct or gross negligence. Section vi) Neither any Employer, the Union nor any of the Trustees shall be responsible or liable for:

(1) The validity of this Trust Agreement or a program adopted by the Trustees;

(2) The form, validity, sufficiency or effect of any contract which may be entered into by the Board;

(3) Any delay occasioned by any restriction or provision in this Trust Agreement, the rules and regulations of the Board of Trustees issued hereunder, any contract procured in the course of the administration of the Trust, or by any other proper procedure in such administration; provided, however, that this clause shall not excuse any violation of a Collective Bargaining Agreement; and

(4) The making or retention of any deposit or investment of the Trust, or any portion thereof, or the disposition of any such deposit or investment, or the failure to make any deposit or investment of the Trust, or any portion thereof, or any loss or diminution of the Trust, except as to the particular person involved, such loss as may be due to the gross neglect or willful misconduct of such person.

Section vii) Neither any Employer nor the Union shall be liable in any respect for any of the obligations or acts of the Trustees because such Trustees are in any way associated with any Employer or the Union.

Section viii) In accordance with applicable laws, rules and regulations, the Board of Trustees may provide for reimbursement to the Trustees for expenses incurred in the performance of their duties as Trustees, including attendance at educational or training conferences, institutes, or other meetings relevant to such duties as authorized by the Board, and for a reasonable payment to the Trustees for attendance at meetings or other services rendered to the Trust at the request or direction of the Board.

Section ix) Any Trustee who resigns or is removed from office shall forthwith turn over to the Trust at the principal office of the Trust any and all records, books, documents, moneys and other property in their possession or under their control which belongs to the Trust or which were received by them in his capacity as such Trustee.

Section x) The name of the Trust may be used to designate the Trustees collectively and all instruments may be effected by the Board of Trustees in such name.

ARTICLE 8)

ARBITRATION

Section i) In the event that the Trustees deadlock on any matter arising in connection with the administration of the Trust they shall agree upon a neutral person to serve as an impartial umpire to decide the dispute. If they are unable to agree upon a neutral person to serve as an impartial umpire, then the matter shall be referred to an impartial umpire in accordance with the labor arbitration rules of the American Arbitration Association. The Employer Trustees and the

Union Trustees may, by mutual agreement, select an equal number of representatives from their respective trustee groups to sit with the umpire to constitute a Board of Arbitration. If such is done, the decision of a majority of the Board shall be final and binding upon the Trustees and the parties and beneficiaries of this Trust Agreement and of any program adopted by the Trustees. Otherwise, the decision of the impaflial umpire shall be final and binding upon the Trustees, the parties and the beneficiaries of the Trust Agreement. If the Trustees cannot jointly agree upon a statement submitting said matter to arbitration, each group shall prepare and state in writing its version of the dispute and the question or questions involved. The decision of the Board of Arbitration or the impartial umpire, as the case may be, shall be rendered in writing within 10 days after the submission of the dispute.

Section ii) The reasonable expenses of any such arbitration, including any necessary court proceedings to enforce the arbitration award (excluding the fees and expenses of witnesses called by the parties and the cost of any attorneys other than the Trust attorneys selected pursuant to section 4(d) of Article IV), shall be a proper charge against the Trust. No expenses shall be deemed reasonable under this section unless and until approved by the Board of Trustees.

Section iii) 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 grievance procedure or any other arbitration procedure provided in any of the Collective Bargaining Agreements.

ARTICLE 9)

GENERAL PROVISIONS

Section i) Subject to the provisions of the Collective Bargaining Agreements, the rights and duties of all parties, including any Employer, the Union, the employees and the Trustees, shall be govemed by the provisions of this Trust Agreement and contracts procured or executed pursuant to this Trust Agreement. In no event shall the provision of any Collective Bargaining Agreement control over Trustee decisions under Article IV, including a decision under Section 4(c) of that Article setting the proper hourly contribution rate.

Section ii) Any notice required to be given under the terms of this Trust Agreement shall be deemed to have been duly served if delivered personally to the person to be notified in writing, or if mailed in a sealed envelope, postage prepaid, to such person at their last known address as shown in the records of the Trust, or if sent by wire to such person at said last known address.

Section iii) This Trust Agreement shall be binding upon and inure to the benefit of all Employers who are now or hereafter may become a party to a Collective Bargaining Agreement and the heirs, executors, administrators, successors, purchaser or assigns of such Employer, the Union or the Trustees.

Section iv) All questions pertaining to this Trust Agreement, the Trust, or any program established by the Trustees, or to their validity, administration and construction, shall be determined in accordance with the laws of the United States and any applicable laws of the State of Washington.

Section v) If any provisions of this Trust Agreement, the rules and regulations made pursuant thereto, any program established by the Trustees, or any step in the administration of this Trust is held to be illegal or invalid for any reason, or to render payments by the Employers to the Trust non-deductible for tax purposes or taxable to any employee, such holding shall not affect the

remaining portion of the Agreement, rules and regulations or program, unless such holding prevents accomplishment of the objectives and purposes of the Agreement. In the event of any such holding the necessary steps to remedy such illegality, invalidity, non-deductibility, taxability or prevention or defeat of any other objective state herein shall be taken immediately.

Section vi) Except to the extent necessary for the proper administration of the Trust, or of any program, all books, records, papers, reports, documents or other information obtained with respect to the Trust or any program shall be confidential and shall not be made public or used for any other purposes.

Section vii) In the establishment and maintenance of the Trust, and in the execution, amendment and implementation of this Trust Agreement and any program, the Union acts for and on behalf of the employees as their collective bargaining representative and agent, and every agreement or act of the Union in connection with the establishment, maintenance and operation of the Trust shall be deemed to be and is the agreement or act of the employee, or employees, concerned or affected by such agreement or action.

Section viii) In the establishment and maintenance of the Trust, and in the execution, amendment and implementation of this Trust Agreement, SMACNA, acts for and on behalf of the Employers who, at the time of the execution ofthis Trust Agreement are, or during the term thereof become signatory to any Collective Bargaining Agreements. Every agreement or act of the Employers in connection with the establishment, maintenance and operation of the Trust shall be deemed to be and is the agreement or act of any Employer, concerned or affected by such agreement or action.

Section ix) No employee or other beneficiary or person may waive any right or claim to benefits from the Trust other than as specified by the Trustees. Any and every claim to benefits from the Trust and any other claim or rights asserted against the Trust, regardless of the basis

asserted for the claim and regardless of when the act or omission upon which the claim is based occurred, shall be decided by the Board of Trustees and its decision with regard to such claim or right shall be final and binding upon all persons affected by the decision. The Board of Trustees shall establish a procedure for the presentation, consideration and determination of any and all such claim or right. No action may be brought for benefits from the Trust or to enforce any right or claim against the Trust until after the claim for benefits has been submitted to and determined by the Board in accordance with the procedure thus established, and thereafter any action which may be brought is one to enforce the decision of the Board or to clarify the rights of the claimant under such decision. Neither any Employer, the Union, nor any of the Trustees shall be liable for the failure or omission for any reason to pay any benefits under programs established by the Trust.

Section x) Any action or proceeding to enforce or clarify a decision of the Board shall be brought in a court of competent jurisdiction in Seattle, Washington. The question to be determined in any such action or proceeding shall be (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. Any action or proceedings affecting the Trust, or the Trust hereby established, shall be brought solely against the Trust as an entity, and solely by or on behalf of the claimant in the claims procedure established pursuant to section 9 of this article, and neither any Employer, the Union, any employee, any beneficiary or other person shall be entitled to notice of any such action or proceeding or to service of process therein. Any final judgment entered in any such action or proceeding shall be binding upon all of the above-mentioned parties so long as such judgment does not attempt or purport to impose any personal liability upon or against any party not joined or not served in any such action or proceeding.

ARTICLE 10)

AMENDMENT, MERGER AND TERMINATION

Section i) The provisions of this Trust Agreement may be amended or modified at any time, and from time to time, by the Trustees.

Section ii) The provisions of this Trust Agreement shall continue in effect during the terms of the Collective Bargaining Agreements, and any amendments, modifications, renewals or extensions thereof with respect to such Collective Bargaining Agreements as provide for the continuation of payments into the Trust.

Section iii) This Trust may be merged with any other fund established for similar purposes as this Trust under terms and conditions mutually agreeable to the respective Boards of Trustees.

Section 4. This Trust Agreement and the Trust herein provided may be terminated by the Trustees by an instrument in writing executed by mutual consent at any time, subject to the provisions of section 5 of this article. Upon the termination of such trust, any monies remaining in the Trust after the payment of all expenses and obligations of the Trust shall be paid or used for the continuance of one or more benefits in accordance with the provisions of any program established by the Trustees, until such Trust is exhausted.

Section 5. In no event shall any amendment or modification of this Trust Agreement, or the termination of this Trust Agreement, cause or result in any portion of the Trust reverting to, or being recoverable by, any Employer or the Union, or cause or result in the diversion of any portion of the Trust to any purpose other than the exclusive benefit of employees or other persons under programs established by the Trustees and the payment of the administrative expenses of the Trust, except to the extent of such sums, if any, as may be returned to Employers, as having been paid by mistake of fact, within one year after such payment or as otherwise permitted by applicable law.

Section 6. In no event shall the Trust established by this Trust Agreement continue for a longer period than is permitted by law.

Section 7. If any provision of this Trust Agreement, or if any of the programs adopted by the Board of Trustees, is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portion of the Trust Agreement or of the benefit plan.

Executed As of the day and year first above written

EMPLOYER TRUSTEES:

Kenny Branson

Julie Muller

Brian Fluetsch

Mike Gifford

Ryan MacKay

Chris Gourley

UNION TRUSTEES:

Devin Leingang

Bryan Johnson

Travis Elliott

Steve Musser

Justin Bourgault

Vanessa Carmen