AGREEMENT AND DECLARATION OF TRUST OF THE FINISHING INDUSTRIES LABOR MANAGEMENT PARTNERSHIP

PREAMBLE

This Agreement and Declaration of Trust ("Trust") is by and between the International Union of Painters and Allied Trades ("IUPAT" or "Union") and the Founding Employers.

This Trust is established under Section 302(c)(9) of the Taft-Hartley Act, and under the Labor-Management Cooperation Act of 1978, and is intended to be exempt from federal taxation under Section 501(c)(5) of the Internal Revenue Code.

This Trust, and the Finishing Industries Labor-Management Partnership created hereby, is intended to advance the interests and prosperity of the Union, its members, signatory employers and customers and users of Union services in industries in IUPAT’s jurisdiction, including, but not limited to, the Painting & Coatings, Sign & Display, Floorcovering, Drywall Finishing, Glazing & Glassworks, Metal Polishing, Paint Making, Tradeshow Services, Scenic Arts & Design, Paperhanging & Wallcovering, and all other allied industries.

ARTICLE I

Name and Purpose

1. This Trust shall be called The Finishing Industries Labor-Management Partnership ("LMP").

2. The LMP is established for any and all of the purposes set forth
in the Labor Management Cooperation Act of 1978. The Fund's purposes include, but are not limited to:

a. Improving communication between employers, employees and the representatives of each;
b. Providing workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
c. Providing a forum for open and honest discussion of problems confronting employees and employers in our industries and trades;
d. Exploring ways to increase productivity and to eliminate problems which reduce the competitiveness and inhibit economic development in our industries;
e. Involving workers in decisions that affect their working lives in an effort to improve the quality of work and life;
f. Improving relationships between workers and managers;
g. Avoiding disputes between labor and management before they arise, and assisting in promptly and fairly resolving disputes when they do arise;
h. Promoting safe, efficient, high quality construction services;
i. Maintaining a productive dialogue with owners, developers, construction managers, architects, engineers and other customers and users of our services;
j. Fostering the development of craft skills and high quality training in our industries and crafts;
k. Improving occupational safety and health in our industries and crafts;
l. Engaging in community outreach to educate government officials, advocacy groups, and community members of the advantages of high-road, high-quality construction services delivered by signatory employers and the union members they employee; and
m. Engaging in any other lawful activities incidental or related to the accomplishment of these purposes.
ARTICLE II
Definitions

Unless a different meaning is plainly required by the context, the following words and phrases shall have the following meanings in this Trust Agreement:

(a) "Union" or “IUPAT” means the International Union of Painters and Allied Trades.

(b) “Founding Employer” means the employers and employer associations who jointly with the Union have created this Trust.

(c) "Employer" means any employer who contributes to the Trust.

(d) "Collective Bargaining Agreement" means the various collective bargaining agreements executed between an Employer and IUPAT or any of its affiliates.

(e) "Trust" means this Trust, including the monies and other assets held under this Agreement and Declaration of Trust, as well as future contributions provided for under collective bargaining agreements or otherwise.

(f) "Trustees" means those Trustees administering this Trust under the provisions of the appropriate Article of this Agreement.

(g) "Union segment" means the members of the Board of Trustees representing labor under the provisions of this Trust Agreement.

(h) "Employer segment" means the members of the Board of Trustees representing management under the provisions of this Trust Agreement.
ARTICLE III

Trustees

1. The Board of Trustees is hereby established which shall consist of fourteen (14) Trustees.

2. The initial Union Trustees shall be the members of its General Executive Board at the time this Agreement and Declaration is first effective. In the event of a vacancy, the remaining Union Trustees shall appoint the successor Union Trustee.

3. The initial Employer Trustees shall be the individuals named in the Appendix to this Agreement and Declaration of Trust. In the event of a vacancy, the remaining Employer Trustees shall appoint the successor Employer Trustee by majority vote, provided that each Employer Trustee must be employed by an Employer that has a Collective Bargaining Agreement with IUPAT or one of its affiliates.

4. Any Trustee may be removed, with or without cause, by a majority vote of the Trustees.

5. In the event any Union Trustees are appointed, a statement in writing signed by the Union Co-Chair shall be sufficient evidence of the action taken by the Union. In the event any Employer Trustees are appointed, a statement in writing signed by Employer Co-Chair shall be sufficient evidence of the action taken by said Employer or Association.

6. The Board of Trustees shall select from among its members two Co-Chairmen, one from the Union segment and one from the Employer segment. The Chairmen shall preside over meetings of the Board of Trustees, shall carry out any other duties assigned to them in this Agreement and Declaration of Trust, and shall perform such other functions as are
assigned or delegated to them by the Board of Trustees.

7. Members of the Board of Trustees shall serve until their death, incapacity as determined by the Board of Trustees, resignation or removal.

8. Any Trustee may resign by a written instrument executed for that purpose and delivered or mailed to the remaining Trustees.

9. Any successor Trustee shall, upon signing a written acceptance in a form satisfactory to the Trustees, be vested with all rights, powers and duties of a Trustee hereunder as if originally named as Trustee. No vacancy or vacancies in the position of Trustee shall impair the power of the remaining Trustees to administer the affairs of the Trust, pending the filling of such vacancy or vacancies.

10. The Trustees shall administer the Trust in accordance with its terms and may adopt such bylaws, rules of procedure and regulations as are deemed desirable for the conduct of its affairs. The Trustees shall interpret the Trust and shall determine all questions arising in its administration and application. The Trustees shall plan programs to carry out the purposes of the Trust and direct their execution, either delegating such execution to employees or retaining direction in their own hands as they see fit.

11. The Trustees shall keep true and accurate books of account. An audit of the Trustees' accounts and the funds shall be made by certified public accountants not less than annually. A copy of such audit shall be made available upon request to the IUPAT and to any Employer.

12. The Trustees shall serve without compensation. The Trustees may authorize any reasonable reimbursement or payment of expenses incurred by them in the course of carrying out their duties for the Trust. Such expenses shall include any expenses incident to the functioning of the Trustees, including, when necessary, travel and subsistence expenses.
13. No Trustee shall incur any liability for any action or failure to act. The Trust shall indemnify each Trustee against any and all claims, losses, damages, expenses and liabilities arising from any action or failure to act and shall indemnify said Trustees against the costs of defending the same except when the same is judicially determined to be the product of willful misconduct or otherwise prohibited by law.

14. No party dealing with the Trustees in relation to this Trust shall be obliged to see to the application of any money or property of the Trust, or to see that the terms of this Trust have been complied with, or be obliged to inquire into the necessity or expediency of any such act of the Trustees. Every instrument executed by the Trustees shall be conclusive in favor of every person relying thereon that, at the time of the delivery of said instrument the Trust was in full force and effect, that said instrument was executed in accordance with the terms and conditions contained in the Trust Agreement, and that the Trustees were duly authorized and empowered to execute such instrument.

ARTICLE IV

Meetings and Voting

1. Meetings of the Trustees shall be held not less than semi-annually, at such times and places as may be agreed upon by the Co-Chairmen or by a majority of the Trustees then serving. Such meetings may be called upon ten (10) days written notice (which may be delivered by email or other electronic means) to the other Trustees, and may be held at any time without notice if all the Trustees consent. At least one such meeting shall be in person, but in the discretion of the Co-Chairmen, the remaining meetings
may be by conference call, webcast or other similar means that permit all Trustees to hear and participate in the business of the meeting. Actions by the Trustees may also be taken by them writing, without a meeting, provided that in such case there shall be unanimous concurrence of all of the Trustees.

2. The Trustees shall keep minutes of all meetings, but such minutes need not be verbatim. Copies of the minutes shall be sent to all the Trustees and to such other persons as the Trustees may direct.

3. In all meetings of the Trustees, two Union Trustees and two Employer Trustees shall constitute a quorum.

4. The Trustees shall act by majority vote on all matters. The Employer segment and the Union segment shall have equal voting strength regardless of the number of Trustees in attendance for each segment. The segment with the lesser number of Trustees will have the same total vote as the segment with the greater number of Trustees, with said total vote divided equally among the Trustees present from the segment with the lesser number (for example, if six Union Trustees are present, and three Employer Trustees, each of the Union Trustees shall have one vote and each of the Employer Trustees shall have 2 votes).

5. In the event the Trustees deadlock with respect to any matter relating to the Trust, the issue shall be submitted to a final determination by an arbitrator selected by the Trustees. In the event that no agreement can be reached upon an arbitrator after an attempt has been made to do so for at least five (5) days, any Trustee may petition the United States District Court for the District of Columbia for designation of an arbitrator. The matter shall be submitted to the arbitrator within five (5) days from the date of his selection. The arbitrator's decision shall be rendered within fifteen (15) days thereafter, and such decision shall be
conclusive, final and binding upon the parties, the Board of Trustees, and all persons dealing therewith. Any and all expenses incurred by the Board of Trustees in the proceeding shall be paid by the Trust.

ARTICLE V

Contributions

1. The Trust may receive contributions from Employers and other lawful sources, including local labor management cooperation funds. Each Employer shall contribute to the Trust in the amount required by its Collective Bargaining Agreement. Otherwise, contributions to the Trust shall be governed by such rules and regulations as the Trustees, in their discretion, may adopt.

2. The Trustees shall receive such funds paid to them and any other money or property in trust, and shall deposit and hold all funds and property in the name of the Trust.

3. Non-payment by an Employer of any contributions when due shall not relieve any other Employer of its obligation to make payment. In addition to any other remedies to which the parties may be entitled, an Employer in default for twenty (20) days may be required, at the discretion of the Trustees, to pay such reasonable rate of interest as the Trustees may fix on the money due to the Trustees from the date when the payment was due to the date when payment is made, together with all expenses of collection (including attorneys' fees) incurred by the Trustees and such liquidated damages or penalties as may be assessed by the Trustees.

4. Employers shall make all contributions and reports on contributions in such manner and on such forms as required by the Trustees.
5. The Trustees may, at any time, have an audit made by certified public accountants of the payroll, wage and cash disbursement records, general ledger, and other financial records, including but not limited to tax returns, of any Employer. Procedures for the conduct of such audits shall be developed by the Trustees and such procedures shall be binding on all Employers. The Trustees may require that the Employer who fails to cooperate in an audit pay to the Trust all costs incurred as a result of the Employer's failure. Any Employer found delinquent, or in violation of the rules and regulations of the Trust, may be required by the Trustees to pay to the Trust the cost of the audit.

6. The Trustees shall be empowered to bring suit in any court of competent jurisdiction to collect delinquent contributions. In any action under this section in which judgment is awarded in favor of the Trust, the Employer shall pay to the Trust, in accordance with the court's award, the unpaid contributions, interest on the unpaid contributions determined at the rate prescribed under Section 6621 of the Internal Revenue Code of 1954, as amended, liquidated damages equal to the greater of the amount of interest charged on the unpaid contributions, or 20 percent (or any higher percentage permitted by Federal or State law) of the unpaid contributions, reasonable attorneys’ fees and costs of the action, and such other legal or equitable relief as the court deems appropriate.

7. The Trustees may enter into common collection agreements with other benefit funds or entities and may authorize any other person to direct and supervise audits and to take, on behalf of the Trustees, any and all collection actions authorized by this Article.
ARTICLE VI
Duties and Powers

1. The Trustees shall select a depository and shall deposit the trust’s funds in savings, checking or other accounts as they may deem wise and create such checking accounts as are convenient.

2. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect to the Trust or the income thereof, shall be paid from the Trust.

3. The Trustees shall keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions hereunder.

4. Within ninety (90) days following the close of each fiscal year of the Trust, the Trustees shall file with the IUPAT and with the Founding Employers, a written account setting forth all investments, receipts, disbursements, and other transactions affected by it during such fiscal year and setting forth the current value of the Trust. Upon the expiration of thirty (30) days from the date of filing such annual or other account, the Trustees shall be forever released and discharged from all liability and accountability to anyone with respect to the propriety of their acts and transactions shown in such account, except with respect to any such acts or transactions as to which the IUPAT or a Founding Employer shall file with the Trustees written objections.

5. The Trustees, to carry out the purposes of this Trust, shall exercise in their discretion subject to the purposes of this Trust Agreement the following powers:

(a) To retain such accountants, counsel, specialists, investment managers and other persons as they deem necessary or desirable in connection with the administration of the Trust.
The Trustees shall be entitled to rely conclusively upon any paper or document believed by them to be genuine and authorized, and to have been made, executed and delivered the same, and to be fully protected in any action taken by them in good faith relying upon any opinions or reports which shall be furnished to them by any such investment manager, accountant, counsel or other specialist in connection with any matters pertaining to the administration or execution of this Trust.

(b) To prudently invest portions of the assets of the Trust in government bonds, stocks, common or preferred, bonds and mortgages or other evidences of indebtedness or ownership. Such investments shall not be restricted to securities commonly known as "legal investments for trust funds."

(c) To purchase or rent buildings or office space, obtain equipment and enter into any and all contractual relationships related thereto.

(d) To sell, exchange, convey, transfer or otherwise dispose of any securities or other property (real or personal) held by it.

(e) To vote upon any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held as part of the Trust.

(f) To cause any securities or other property (real or personal) held as part of the Trust to be registered in its own name or in the name of one or more of its nominees, but the books and records of the Trust shall at all times show that all such investments are part of the Trust.

(g) To borrow or raise money for the purposes of the Trust in such amount, and upon such terms and conditions, as the
Trustees shall deem advisable.

(h) To keep such portion of the Trust in cash or cash balances as may seem to be in the best interest of the Trust created hereby, without liability for the interest thereon.

(i) To accept and retain for such time as may seem advisable any securities or other property (real or personal) received or acquired by the Trustees hereunder, whether or not such securities or other property would normally be purchased as investments hereunder.

(j) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

(k) To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings, and to represent the Trust in all suits or legal or administrative proceedings.

(l) To pay or provide for the payment of all reasonable and necessary expenses of collecting contributions and administering the affairs of the Trust, the employment of such employees, legal, expert and clerical assistance, the leasing of such premises and the purchase or leasing of such materials, supplies and equipment as the Trustees in their discretion find necessary or appropriate in the performance of their duties.

(m) To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, either alone or in association with other Trusts, corporations or individuals, as the Trustees may deem necessary to administer the Trust and to carry out the purpose of this Trust.

(n) To authorize any one or more of the Trustees to execute any document or documents on behalf of the trustees, to
open and keep an account in a bank or banks, in the name of
the Trust, to cause to be deposited in said bank or banks to
the credit of the Trust any and all monies, checks, notes,
drafts, acceptances or other evidences of indebtedness
belonging to the Trust, to execute checks and other items for
and on behalf of the Trust and to endorse or authorize
endorsement of checks and other items payable to this Trust
for deposit. The Trustees shall notify the bank or banks of
such action and the bank or banks may thereafter accept and
rely upon the authority of such designated Trustee or
Trustees as representing action by the Trustees until the
Trustees shall file with the bank or banks a written
revocation of such authority. All Trustees and any
employees who are empowered and authorized to sign
checks or handle monies shall be covered by an appropriate
fidelity bond. The cost of all bonds are to be paid by the
Trust. The bond shall be in an appropriate amount, which
shall be at least the minimum amounts required by applicable
state or federal laws.

(o) To make payments out of the Trust to such persons, in
such manner, in such amounts and for such Trust purposes as
the Trustees may determine, and to authorize a bonded
employee of the Trust to issue checks for the Trustees,
provided such payments shall be made only in accordance
with the terms of this Trust.

ARTICLE VII

Amendment and Termination

1. The Trustees, by majority vote, shall have the right at any time, and
from time to time, to amend this Agreement. Any such amendment shall
become effective upon adoption or at such other time as may be specified
by the Trustees.

2. No benefit or money payable from this Trust shall be subject to any
manner of anticipation, alienation, sale, transfer, assignment, pledge,
encumbrance or charge, and any attempt to so anticipate, alienate, sell, transfer, assign, plead, encumber or charge, on the part of any person claiming any benefit under this Trust, shall be void. The monies to be paid into this Trust shall not constitute or be deemed wages due to an individual employee, nor shall said monies in any manner be subject to the debts, contracts, liabilities or torts of Employers, their employees or IUPAT.

3. Payments into the Trust may be discontinued, increased or reduced by the amendment or termination of the Collective Bargaining Agreements requiring such contributions, and it shall be the duty of the parties to such agreements to notify the Trustees in writing of such change. If the Trustees conclude that continuation of the Trust is impracticable, they shall expend and use all the balances for the purpose of the Trust until such sums are exhausted or, alternatively, they shall distribute all assets remaining in the Trust, after payment of any expenses properly chargeable against the Trust, to such charitable organizations as are exempt from taxation under the provisions of Section 501(c) of the Internal Revenue Code. Under no circumstances, either directly or indirectly, may any funds revert or accrue to the benefit of any contributing Employer or the Union.

4. This Agreement may be terminated by the Union or two-thirds of the Founding Employers by providing a written notice thirty days in advance to either the Founding Employers or the Union, as the case may be. Such notice shall be given by certified, first class, mail to the addresses on file with the Trust. In the event a successor Trust having the same or similar purposes is established within one year following such termination, to which Trust the Union is a party, the Trustees shall transfer all balances remaining in this Trust, to the duly designated Trustees of the successor
Trust. In the event a successor Trust, as described, is not established within one year following such termination, the Trustees shall expend and use all the balances in the Trust for the purposes of the Trust until such sums are exhausted or, alternatively, they shall distribute all assets remaining in the Trust, after payment of any expenses properly chargeable against the Trust, to such charitable organizations as are exempt from taxation under the provisions of Section 501(c) of the Internal Revenue Code. All judgments under and interpretations of these provisions shall be made in the sound discretion of the Trustees and without obligation to any other person. Under no circumstances may any funds revert or accrue to the benefit, either directly or indirectly, of any contributing Employer or the Union.

ARTICLE VIII

Miscellaneous

1. Neither the establishment of the Trust hereby created, nor any modifications thereof, nor the creation of any fund or account, nor the payment of any sum shall be construed as giving to any person any legal or equitable right against the Employers, the Union or the Trustees, except as herein provided. No individual or entity, other than a successor trust as provided for in Article VII, Section 4, shall have any right to the assets of the Trust upon its termination, or at any other time, and no part of the earnings of the Trust shall inure to the benefit of any individual or entity.

2. Whenever the Founding Employers, the Union or an Employer is permitted or required to do so or perform any act, it shall be done and performed by an officer thereof duly authorized; and all provisions of this Trust shall apply to any successor of the Founding Employers, the Union or an Employer.
3. This Trust Agreement shall be construed according to the laws of the District of Columbia and all provisions hereof shall be administered according to the laws of said District.

4. Wherever any words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and wherever any words are used herein the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply.

5. In any action or proceedings involving the Trust, or any property constituting part or all thereof, or the administration thereof, the Trustees shall be the only necessary parties and no other persons shall be entitled to any notice of process. Any final judgment which is not appealed or appealable that may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have any interest in the Trust.

6. The Co-Chairmen may execute any certificate or document jointly, on behalf of the Trustees, and such execution shall be deemed executed by all the Trustees. All persons having dealings with the Trust, or with the Trustees, shall be fully protected in reliance placed on such duly executed document.

7. To the extent permissible by law, the Fund shall indemnify the Founding Employers and the Union for any and all liability arising out of the activities of the Trustees or the employees of the Fund.

**ARTICLE IX**

**Severability and Savings Clause**

1. The provisions of this Agreement shall be interpreted and
construed in a manner which is consistent with all applicable federal and state laws. Should any Article or provision of this Agreement be declared invalid, inoperative or unenforceable by any competent authority, the Trustees shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute in its place and stead an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purposes of the Article or provision in question.

2. If any Article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLEX

Execution of Agreement and Declaration of Trust

1. This Agreement and Declaration of Trust may be executed in any number of counterparts. The signature of a party or trustee or any counterpart shall be sufficient evidence of his or her execution thereof.

2. The effective date of this Restated Agreement and Declaration of Trust is November __, 2018.
APPENDIX

Initial Employer Trustees

Apostolos “Paul” Tsourous
Jupiter Painting

Scott Casabona
Sloan & Co., Inc.

Mark Switzer
Switzer & Associates Painting Co., Inc.

Mike Horovitz, CEO
Minneapolis Glass Company

Daniel Joseph Daly
P.J. Daly Contracting Limited

Dave Johnson
Anderson Commercial Flooring

Terry Webb
Eureka Metal & Glass