

AMENDED AND RESTATED HEALTH AND WELFARE TRUST AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST IS MADE THIS 13th DAY OF AUGUST, A.D. 2007

AMENDING THE ORIGINAL AGREEMENT AND DECLARATION OF TRUST BETWEEN:

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL 488, of the City of Edmonton, in the Province of Alberta (the "Union")

OF THE FIRST PART

- and -

THOSE EMPLOYERS SIGNATORY TO A COLLECTIVE AGREEMENT WITH THE UNION HAVING PROVISIONS FOR A HEALTH AND WELFARE FUND (the "Party Employers")

OF THE SECOND PART

WHEREAS the Union and the Party Employers entered into an Agreement and Declaration of Trust dated May 7, 1965 (the "1965 Trust Agreement"), which provided for the establishment, maintenance, administration and investment of a fund known as "The Edmonton Pipe Industry Health and Welfare Fund" (the "Fund") for the purposes of the health and welfare plan established pursuant to a collective agreement made and entered into between the Union and the Party Employers;

AND WHEREAS Construction Labour Relations - an Alberta Association Mechanical (Provincial) Trade Division is currently the agent for all employers affected by Registration

Certificate Number 27, which employers are currently bound by collective agreement with the Union to make contributions to the Edmonton Pipe Industry Health and Welfare Fund;

AND WHEREAS the 1965 Trust Agreement was amended and restated on February 21, 2003 in an Amended and Restated Health and Welfare Trust Agreement (the “2003 Trust Agreement”);

AND WHEREAS the Trustees desire to amend the 2003 Trust Agreement and to consolidate such amendments in a new Amended and Restated Health and Welfare Trust Agreement (the “2007 Trust Agreement”), which will supersede and replace the 2003 Trust Agreement;

AND WHEREAS the Court of Queen’s Bench of Alberta, by means of an Order dated August 13, 2007 and granted pursuant to section 42 of the *Trustee Act* of Alberta and subsection 156(2) of the *Labour Relations Code* of Alberta, approved the 2007 Trust Agreement;

NOW THEREFORE, in consideration of the premises and in order to provide for the establishment, continuation, maintenance, administration and investment of the Fund, it is hereby agreed by the Trustees as follows:

ARTICLE I - RECITALS

1.1 The parties acknowledge and agree that the recitals contained herein are true in substance and in fact.

ARTICLE II - DEFINITIONS

2.1 Unless the context or subject matter otherwise requires, the following definitions so govern this Agreement.

2.2 The term “Actuary”, as used herein, shall mean such person, firm or corporation as may, from time to time, be appointed by the Trustees, for the purpose of advising and assisting the Trustees in the implementation and maintenance of any required appropriate reserve for a sound Plan, provided that such person, or one of the principals or employees of such firm or corporation, is a Fellow of the Canadian Institute of Actuaries.

- 2.3 The term “Administrative Services Provider”, as used herein, shall mean an experienced and reputable service provider (organized in the form of a corporation, partnership or trust) which carries on a well-established business of providing administrative and operational services to health and welfare funds.
- 2.4 The term “Agreement and Declaration of Trust”, “2007 Trust Agreement” or “this Agreement”, as used herein, shall mean this instrument, including any amendments or restatements thereof.
- 2.5 The term “Association”, as used herein, shall mean Construction Labour Relations - an Alberta Association, Mechanical (Provincial) Trade Division, or any successor employers’ organization acting on behalf of those employers it represents now or hereafter and which employers, having employees, may be bound from time to time by a Collective Agreement.
- 2.6 The term “Auditor”, as used herein, shall mean such person, firm or corporation as may, from time to time, be appointed by the Trustees as auditor of the Fund, provided that such person, or at least one principal or employee of such firm or corporation, is a member of the Institute of Chartered Accountants of Alberta.
- 2.7 The term “Bank”, as used herein, shall mean a bank or credit union which may lawfully carry on business in Canada or the Province of Alberta Treasury Branches.
- 2.8 The term “Benefits”, as used herein, shall mean all health, welfare and life insurance benefits as may, from time to time, be provided under the Plan, to employees and their beneficiaries and shall, without limiting the generality of the foregoing, include such natural or accidental death benefits, disability and dismemberment benefits, weekly income for sickness or accident, hospital, surgical, medical, dental, vision, pharmaceutical, anesthetic, diagnostic, and such other private health service benefits as may be provided from time to time by the Trustees as set forth in the Plan.
- 2.9 The term “Collective Agreement”, as used herein, shall mean any collective agreement within the meaning assigned by the *Labour Relations Code* of Alberta by and between the Union on the one hand, and the Association, or a Participating Employer, on the other

hand, which provides, among other things, for Contributions to be paid to the Fund, including any amendments, supplements, modifications or renewals of such collective agreement.

2.10 The term “Consultant”, as used herein, shall mean such person, firm or corporation as may, from time to time, be appointed by the Trustees, for the purposes of consulting with and advising the Trustees with respect to the Fund and the Plan.

2.11 The term “Contributions”, as used herein, shall mean sums of money paid or payable to the Fund by the following persons pursuant to the authority specified, as follows:

- (a) by a Participating Employer, in accordance with:
 - (i) the terms of a Collective Agreement;
 - (ii) the terms of a Participation Agreement; or
 - (iii) any decision of the Trustees as may be permitted by this Agreement;
- (b) by an Employee who is entitled to pay Contributions directly to the Fund, as may be permitted by this Agreement or the Plan; or
- (c) by the trustees of a health and welfare trust fund pursuant to a reciprocal agreement entered into by the Trustees;

it being understood that neither the payment of such Contributions nor the nonpayment of any outstanding Contributions entitles an Employee to Benefits or to withdraw or claim the return of any such Contributions, except as may be provided by the Plan.

2.12 The term “Eligibility Requirements”, as used herein, shall mean the rules, regulations and procedures established, from time to time, by the Trustees for determining the eligibility, or the discontinuance of eligibility, of Employees, their spouses or other beneficiaries to receive Benefits.

2.13 The term “Employee”, as used herein, shall mean any of the following persons:

- (a) any person covered by a Collective Agreement who is employed by a Participating Employer in a position with respect to which the Participating Employer is obligated by the Collective Agreement to make Contributions to the Fund on such person's behalf;
- (b) any person who is employed by a Participating Employer and whose Participating Employer is making Contributions to the Fund on his behalf and has reported the same on a report form approved by the Trustees which contains a provision binding the said Participating Employer to the provisions of this Agreement or otherwise evidencing that Participating Employer's obligation to be so bound;
- (c) any person who is employed by a Participating Employer which is a party to, or is bound by, a memorandum of agreement, a memorandum of understanding, or other similar instrument, with the Union, or bound by a decision of a competent tribunal, that incorporates by reference the provisions of any Collective Agreement or the provisions of this Agreement, and which person is covered by such memorandum of agreement, memorandum of understanding or other similar instrument;
- (d) any person who is employed by the Board of Trustees, the Union, or any Union trust fund, on terms which require either:
 - (i) the Board of Trustees, the Union, or the Union trust fund, as the case may be, to make Contributions to the Fund, or,
 - (ii) such person to make Contributions directly to the Fund,in such amounts and in such manner as the Trustees, in their discretion, may deem appropriate from time to time;
- (e) any person employed by any labour organization and who is a member of a union, which labour organization or person, as the case may be, shall pay Contributions to the Fund in such amounts and in such manner as the Trustees may in their discretion deem appropriate from time to time;

- (f) any person covered by a Participation Agreement whereby the Participating Employer is obliged to make Contributions to the Fund and is making Contributions to the Fund on such person's behalf; or
 - (g) any of the following persons whom the Trustees, in their discretion, allow to make Contributions directly to the Fund, upon such terms and conditions as they may decide, namely:
 - (i) any employee of a Participating Employer who is obliged to make, but is not in fact, making Contributions to the Fund, in which case such Contributions shall be in such amounts and manner provided under the applicable Collective Agreement; and
 - (ii) any person covered or previously covered by paragraphs (a) to (f) above, inclusive, who makes self payments, regardless whether such person at the time of making such self payment, is a member of the Union or bound by a Collective Agreement, in which case, such Contributions shall be in such amounts and manner as the Trustees may decide upon from time to time.
- 2.14 The term "Fund", as used herein, shall mean all of the assets of The Edmonton Pipe Industry Health and Welfare Fund consolidated with all funds and assets received from time to time by way of Contributions, or merger, together with all increments, earnings and profits accruing from the administration of the said Fund.
- 2.15 The term "Independent Chairperson", as used herein, shall mean the chairperson appointed pursuant to section 4.16 of this Agreement.
- 2.16 The term "Independent Trustees", as used herein, shall mean the Trustees appointed pursuant to paragraph 4.1(b) of this Agreement.
- 2.17 The term "Insurance Company", as used herein, shall mean an insurance company licensed to carry on business in Canada.

- 2.18 The term “Investment Manager”, as used herein, shall mean a person, firm or corporation appointed by the Trustees, to act in the capacity of financial advisor regarding the investment and management of the assets of the Fund.
- 2.19 The term “Legal Counsel”, as used herein, shall mean a person or firm lawfully entitled to practise law in at least one of the provinces of Canada in which the Plan members are employed or a person or firm so entitled in any other jurisdiction with respect to which the Trustees require advice and as may be appointed by the Trustees for the purpose of advising them upon the legal matters pertaining to the Fund and the Plan.
- 2.20 The term “Nominating Policy”, as used herein, shall mean the nominating policy to be agreed upon by the Union, the Association and the Board of Trustees, for the purposes of nominating the Independent Trustees and the Independent Chairperson.
- 2.21 The term “Participating Employer”, as used herein, shall mean any employer who:
- (a) now or hereafter is a party to, or is bound by, a Collective Agreement;
 - (b) is a party to, or bound by, any memorandum of understanding, memorandum of agreement or similar instrument with the Union, which by its terms incorporates by reference a Collective Agreement;
 - (c) in writing, adopts and agrees to be bound by the terms and provisions of this Agreement, as the same may be amended or modified from time to time, by executing a Participation Agreement, including the Union, any Union trust fund or any other labour organization which employs members of the Union;
 - (d) is a party to any written instrument that evidences its obligation to be bound by the provisions of this Agreement, including, but not limited to, a contribution report form approved by the Trustees listing the Employees covered and the hours being reported for each Employee and containing provisions expressly binding such Participating Employer to this Agreement, or otherwise evidencing such Participating Employer’s obligation to be so bound by the making of such Contributions; or

- (e) is the Board of Trustees, but solely to the extent that it:
 - (i) acts in its capacity as an employer of persons whom it remunerates for their employment with the Board of Trustees; and
 - (ii) is making Contributions to the Fund in such manner and amounts as agreed to by the Trustees;

provided that the Trustees shall refuse to accept any employer as a Participating Employer where such participation would be imprudent and, without limiting the generality of that criteria, where such participation would render the Plan unsound.

- 2.22 The term "Participation Agreement", as used herein, shall mean an agreement in writing between the Trustees and a Participating Employer, which among other things, binds the Participating Employer to this Agreement and requires such Participating Employer to pay Contributions to the Fund.
- 2.23 The term "Party Employers", as used herein, shall mean those participating employers who were signatories to a collective agreement with the Union having provisions for a health and welfare fund (as referred to on the first page of this Agreement).
- 2.24 The term "Plan", as used herein, shall mean The Edmonton Pipe Industry Health and Welfare Plan, which contains such rules, regulations, provisions, terms, conditions and procedures as the Trustees have established from time to time for the payment or provision of Benefits thereunder.
- 2.25 The term "Tax Act", as used herein, shall mean the *Income Tax Act* of Canada and the regulations passed pursuant thereto, as amended from time to time.
- 2.26 The term "Trustees", "Board" or "Board of Trustees", as used herein, shall mean persons appointed from time to time as Trustees, pursuant to the provisions of this Agreement.
- 2.27 The term "Trust Company", as used herein, shall mean a trust company which is licensed to carry on business in Canada.

- 2.28 The term “Union”, as used herein, shall mean the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 488.
- 2.29 The term “Union Trustees”, as used herein, shall mean the Trustees appointed pursuant to paragraph 4.1(a) of this Agreement.

ARTICLE III - EXISTENCE AND PURPOSE OF FUND

- 3.1 The Union and the Party Employers have established a Fund known as “The Edmonton Pipe Industry Health and Welfare Fund”. The Fund is established and shall be maintained, invested and administered by the Trustees in accordance with this Agreement for the purposes of paying Benefits in accordance with the terms and conditions of the Plan to Employees and their beneficiaries.
- 3.2 None of the Trustees, the Union, the Association, the Participating Employers, the Employees or any other person, association, firm or corporation shall have any right, title or interest in or to the assets of the Fund, except as specifically provided by this Agreement and the Plan; provided, however, that nothing in this Agreement shall prevent a Contribution which is made by a Participating Employer in error, from being returned by the Trustees to such Participating Employer within two (2) years after the payment of such Contribution, or from being credited by the Trustees to such Participating Employer against other obligations owed by it to the Fund.
- 3.3 Subject to the terms and conditions of the Plan and the laws of the Province of Alberta, no monies, property or equity of any nature whatsoever, in the Fund, or policies or Benefits or monies payable therefrom, shall be subject to anticipation, alienation, seizure, sale, transfer, assignment, pledge, encumbrance, attachment, garnishment, execution, mortgage, lien or charge in any manner by any Employee or person claiming through such Employee or otherwise. If by reason of any seizure or sale or any attempted sale under any legal, equitable or other process or by way of any suit or proceedings, any Benefit becomes payable or available to any person other than the Employee or the beneficiary for whom that Benefit is intended as provided in the Plan, the Trustees shall have the power to withhold payment or availability of such Benefit to such person until

such anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, garnishment, execution, mortgage, lien, charge, or service or other legal process is cancelled or withdrawn, and the Trustees shall have the right to use and apply the amount of or entitlement to such Benefit during such period, as the Trustees may deem best for the support and maintenance of such beneficiary.

ARTICLE IV - TRUSTEES

4.1 The Fund and the Plan shall be administered by a Board of Trustees consisting of seven (7) Trustees. Subject to the foregoing, the Trustees shall be appointed as follows:

(a) Four (4) Union Trustees, representing the Union, shall be appointed by the Union in accordance with the constitution, bylaws and working rules of the Union. Such appointees shall be as certified in writing by the Union's president or other duly authorized officer.

(b) In accordance with the Nominating Policy, three (3) Independent Trustees shall be appointed by the Board of Trustees as so constituted at the time of the particular appointment. For greater certainty and notwithstanding paragraph 4.14(a), if there are one or more vacancies in the office of Independent Trustee on the Board of Trustees at the time when the Board desires to make one or more appointments to fill those vacancies, the Trustees who are then in office are authorized and empowered to make those appointments in accordance with the Nominating Policy. To be eligible to be appointed as an Independent Trustee, the person must not have any direct or indirect commercial or collective-bargaining relationship with the Union and must not have any other relationship which could reasonably be expected to interfere with the exercise of that person's independent judgment and discretion.

4.2 Each Trustee, upon the execution of this Agreement, or in the case of a successor Trustee, or any successor Independent Chairperson appointed pursuant to section 4.16, after signing an Acceptance of Trusts in the form set forth in Appendix A attached hereto, shall be deemed to have accepted the trusts created and established by this Agreement and to have consented to act as a Trustee.

- 4.3 Each Trustee shall continue to serve until the earlier of:
- (a) the expiration of his term, which:
 - (i) in the case of a Union Trustee, shall be such term (which is renewable) as may be designated in accordance with the constitution, bylaws and working rules of the Union or as may be designated by or in the instrument, decision or action whereby that Union Trustee is appointed, and
 - (ii) in the case of an Independent Trustee, shall be a period of two (2) years (which term is renewable), and
 - (b) his death, incapacity, resignation or removal, as hereinafter provided.
- 4.4 In the event of the resignation or incapacity of a Trustee, such Trustee shall be fully discharged from all future duties and responsibilities in respect of this Agreement, upon notice in writing being sent by him, or on his behalf, to the office of the Fund and to the remaining Trustees and to the party appointing him (be it the Union or the Board of Trustees). The notice shall state the date of such resignation or incapacity and shall be effective as of the later of that date and the date on which he ceases acting as a Trustee, except that in the case of a mental or other incapacity which precludes such Trustee from exercising his judgment as a Trustee, the Trustee's termination as a Trustee shall occur at the time that such incapacity arises. In the event of the death of a Trustee, his heirs, administrators, executors and assigns shall be fully discharged from all future duties and responsibilities in respect of this Agreement as of the date of his death.
- 4.5 The Union, through its president or other duly authorized officer, upon sending written notice to the Trustees and to the office of the Fund, may, at any time, remove any Union Trustee appointed by it. Such removed Union Trustee shall be deemed to no longer be a Trustee effective as of the date the notice is mailed by prepaid registered post.
- 4.6 The Board of Trustees may, by a two-thirds ($\frac{2}{3}$) majority, request that the Union remove a Union Trustee for just cause or incompetency, which request shall be sent to the Union and to the Union Trustee to be removed. In the event that the Union does not remove

such Union Trustee within fifteen (15) days of the receipt of such request, any of the Trustees may make application to a court of competent jurisdiction in the province where such Union Trustee resides to effect such removal.

- 4.7 The Board of Trustees may, by a two-thirds ($\frac{2}{3}$) majority and after sending written notice to a particular Independent Trustee, remove that Independent Trustee for just cause, incompetency or loss of independent status. Such removed Independent Trustee shall be deemed to no longer be a Trustee effective as of the date on which the Board of Trustees makes such decision to remove that Independent Trustee.
- 4.8 Any Trustee resigning or being removed and the personal representative of any deceased or incapacitated Trustee shall forthwith turn over to his successor Trustee, or if no successor is immediately appointed, to the other Trustees, any and all records, books, documents, money and other property and assets in his possession, forming part of the Fund or incidental to his duties as a Trustee or otherwise relating to the administration of the Fund and the Plan.
- 4.9 If any Trustee dies, becomes incapacitated, resigns or is removed, a successor Trustee shall within one hundred and twenty (120) days be appointed by the Union pursuant to paragraph 4.1(a) or the Board of Trustees pursuant to paragraph 4.1(b), as the case may be. Any successor Trustee so designated shall immediately, upon his Acceptance of Trusts being filed in writing with the Board of Trustees and with the office of the Fund, become vested with all the rights, powers and duties of the other Trustees under this Agreement, with the like effect as if he had been originally appointed as a Trustee.
- 4.10 If a Trustee is removed or resigns as a Trustee as provided for by this Agreement and in particular sections 4.4 through 4.7 hereof, but does not cease to act as a Trustee, any of the remaining Trustees may make application to a court of competent jurisdiction in the province where such removed or resigned Trustee resides, for such relief as may be appropriate in the circumstances.
- 4.11 The Independent Chairperson, acting alone, or two (2) or more Trustees, acting in concert, may call a meeting of the Board of Trustees at any time, by giving at least five (5) days' written notice of the time and place thereof to each Trustee. Such notice may

be delivered in person, by registered mail or by electronic mail, provided proof of receipt of such form of mail is evidenced.

4.12 The Board of Trustees shall appoint a recording secretary, who shall keep minutes or records of all meetings, proceedings and acts of the Board of Trustees. Such recording secretary need not be a Trustee.

4.13 Meetings of the Board of Trustees may be held at any time without notice, if all Trustees consent thereto. Meetings may be conducted with members present in person or by telephone or other communication facilities which permit all persons participating in the meeting to communicate with each other at the same time. Unanimous concurrence of the Trustees of any decision, as evidenced in writing, signed by them concurrently or in counterpart, is effective without a meeting of the Board of Trustees.

4.14 The quorum and voting principles applicable to a meeting of the Board of Trustees are as follows:

- (a) Two-thirds ($\frac{2}{3}$) of the Trustees then in office shall constitute a quorum.
- (b) The decisions of the Board of Trustees shall be determined by a two-thirds ($\frac{2}{3}$) majority vote of the Trustees then in office, unless otherwise provided for herein.
- (c) Subject to paragraph 4.14(d), each Trustee, including the Independent Chairperson, shall be entitled to one (1) vote on all decisions requiring a vote of the Trustees.
- (d) A Trustee shall not be entitled to vote on a particular decision where such Trustee is in a conflict of interest as provided in any written policy of the Board of Trustees adopted from time to time.

4.15 A deadlock among the Trustees shall be ascertained and resolved as follows:

- (a) A deadlock shall be deemed to exist where a proposal, motion or resolution is unable to be made at a meeting of the Board of Trustees due to lack of a quorum at two (2) consecutively called meetings.

- (b) In the event of a deadlock, a meeting of Board of Trustees shall be held no later than ten (10) days after the deadlock has arisen, for the purpose of resolving the matter in dispute. If the matter is not resolved at such meeting, the Trustees shall select an impartial arbitrator.
 - (c) If the Trustees cannot agree upon an impartial arbitrator within fourteen (14) days of the date of the meeting at which the deadlock was not able to be resolved, then any two (2) Trustees may request the Chief Justice of the Court of Queen's Bench of Alberta to appoint an impartial arbitrator.
 - (d) The impartial arbitrator shall proceed to hear the dispute between the Trustees and decide such dispute. The written ruling of the impartial arbitrator shall be consistent with the provisions of this Agreement and the Plan and shall be binding on the Trustees.
 - (e) The reasonable compensation of such arbitrator shall be paid by the Fund. The arbitrator shall have jurisdiction to order that the reasonable costs of those parties appearing before him be paid by the Fund.
- 4.16 In accordance with the Nominating Policy, the Board of Trustees shall elect an Independent Chairperson from among the Independent Trustees. The term of the Independent Chairperson shall commence on the date of his appointment as such and shall continue until the expiration of his then current term as an Independent Trustee. The Independent Chairperson may serve for successive terms, without limit. The Board of Trustees may, at any duly constituted meeting, by majority decision of the Trustees other than the Independent Chairperson, remove any Independent Chairperson before the expiration of his term. Written notice of such removal shall be given to the Independent Chairperson by the recording secretary or other designated officer of the Board.
- 4.17 The Board of Trustees may elect or appoint, from among the Trustees or other individuals, such officers as the Board determines and may determine the duties and responsibilities of those officers. The terms of those officers shall continue to the next Annual Meeting (as described in section 4.18) or until their respective successors have been duly elected or appointed.

- 4.18 The Board of Trustees shall hold at least four (4) meetings each year, one of which shall be designated as the Annual Meeting of the Board of Trustees. The Independent Chairperson shall be responsible for setting the date of each meeting of the Board of Trustees, provided that the Annual Meeting for a particular fiscal year of the Fund shall be held no later than six (6) months after the immediately preceding fiscal year-end of the Fund.
- 4.19 At each Annual Meeting of the Board of Trustees the following matters shall be dealt with:
- (a) financial statements prepared by the Auditor of the Fund shall be presented for approval, covering the immediately preceding fiscal year of the Fund;
 - (b) subject always to sections 4.16 and 4.17 above, the Independent Chairperson and such other officers as the Trustees determine to elect shall be elected;
 - (c) an Auditor shall be appointed; and
 - (d) such other business as the Trustees determine to be appropriate shall take place.
- 4.20 Each Trustee shall be reimbursed for all expenses which the Board of Trustees determines have been incurred by him and which were reasonable and necessary in the performance of his duties. All allowances and reimbursements of expenses shall be paid from the Fund.
- 4.21 The Union Trustees shall be remunerated by the Union pursuant to such remuneration policy as may be established from time to time by the Union.
- 4.22 The Independent Trustees shall be remunerated by the Fund pursuant to a remuneration policy to be established from time to time by the Board of Trustees. For greater certainty, the Independent Chairperson may be paid more remuneration than the other Independent Trustees.

ARTICLE V - DUTIES, RESPONSIBILITIES AND POWERS OF THE TRUSTEES

- 5.1 The operation and administration of the Fund shall be the responsibility of the Trustees and they are hereby given the authorization and power so to do, subject always to the limitations and conditions contained in this Agreement, the Plan and any applicable federal or provincial legislation.
- 5.2 The Board of Trustees shall engage the services of a qualified Administrative Services Provider to provide all services for the administration and operation of the Fund.
- 5.3 The Trustees are hereby empowered, in addition to any other powers expressed or implied herein or conferred by law:

(a) Fund Investments

to invest or reinvest such portion of the Fund as is not required for current expenditures, in any type of investments which the Trustees in their absolute and unfettered discretion determine, provided that such investments are made in accordance with and in the manner prescribed by applicable federal or provincial legislation, provided that the Trustees shall make investment decisions as a prudent person would with consideration given to the overall context of the investment portfolio of the Fund without undue risk or loss or impairment and with a reasonable expectation of a fair return or appreciation given the nature of the investment, and to take any and all actions with respect to holding, buying, selling or exchanging such investments as they, in their sole discretion, may deem appropriate or necessary and, in particular, without limiting the generality of the foregoing:

- (i) to exercise any of the powers of an owner with respect to stocks, bonds, debentures, mortgages, or other investments and property forming part of the Fund and, in particular, but without limiting the generality of the foregoing, to exercise any right there may be to vote in connection therewith; to give general or special proxies or powers of attorney with or without powers of substitution; to exercise any conversion privilege, subscription rights or other options, and to make any payments incidental

thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting shares and other securities; to delegate discretionary powers and pay any assessments and other charges in connection therewith; and to accept and hold any shares or securities which may be issued as a result of corporate reorganizations or changes affecting corporate shares or securities; and

- (ii) to renew or extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage, or to any other modification or change in the terms of any mortgage, or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Fund or the preservation of the value of an investment; to waive any default, whether in the performance of a covenant or condition in any mortgage, or in the performance of any guarantee, or to enforce any rights in respect of any such default, in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure; to bid on property in a judicial sale; to take a deed in lieu of foreclosure, with or without paying a consideration therefor, and in connection therewith to release any person or persons from their covenant or guarantee given in connection with such mortgage, and to exercise and enforce by any action, suit or proceeding at law or in equity, any rights or obligations or to take appropriate measures by way of proceedings at law or otherwise for the enforcement or realization of any investment;

(b) Plan Text and Amendments

to adopt, administer, amend (retroactively or otherwise) or replace the Plan for the benefit of Employees, their beneficiaries or dependents, as the case may be, which Plan shall be set forth in writing and shall include the Eligibility Requirements, Benefits, the terms of payment therefor and such other matters as the Trustees shall deem necessary to include;

(c) Insurance Policies

to provide the Benefits by self-insurance or by policies issued by such insurance companies as the Trustees, in their discretion, shall select;

(d) Statements of Policies and Procedures, Bylaws, Rules or Regulations

to adopt and amend (retroactively or otherwise) such statements of policies and procedures, bylaws, rules or regulations, as they deem necessary and advisable or as are required by law for the carrying out of their trusts, consistent with the provisions of this Agreement, the terms of the Plan and the requirements of applicable federal or provincial legislation;

(e) Investment Management and Depository Services

to enter into agreements with a Bank, Trust Company, Insurance Company or Investment Manager, selected by the Trustees, for the purpose of providing investment management or advice, or for the purpose of acting as a depository for safekeeping of assets of the Fund, or for any other purpose as the Trustees shall deem necessary and to authorize any such Bank, Trust Company, Insurance Company, or Investment Manager to commingle any monies deposited with them in any pooled fund administered or managed by any of them;

(f) Payment of Expenses

to pay from the Fund all expenses which, in the opinion of the Trustees, are reasonable and necessary for collecting Contributions and administering the Fund and the Plan, including, but not limited to, all compensation and all reasonable and necessary costs and fees which may be incurred in connection with the employment of such legal, accounting, expert and clerical assistance as the Trustees, in their discretion, may deem necessary and advisable in the performance of their duties;

(g) Contracts

to enter into any and all contracts and agreements for carrying out the terms of this Agreement and for the administration of the Fund and to do all acts as they, in their discretion, may deem necessary and advisable;

(h) Claims or Demands

to compromise, settle, arbitrate and release claims or demands in favour of, or against the Fund, or the Trustees, on such terms and conditions as the Trustees may deem necessary and advisable;

(i) Reserves

to establish and accumulate as part of the Fund, such reserve or reserves as, in the opinion of the Trustees, is or are in the best interests of the Fund;

(j) Taxes

to pay out of the Fund, all real and personal property taxes, income taxes and other taxes of any and all kinds, levied or assessed under existing or future laws, upon or in respect to the Fund or any money, property or securities forming a part thereof;

(k) Receipt of Payments

to receive payments from any source whatsoever, to the extent permitted by law and this Agreement;

(l) Other Trust Funds

to enter into agreements with other trust funds to permit the Trustees:

- (i) to collect funds from Participating Employers which may be due to any other trust fund pursuant to any Collective Agreement, and
- (ii) to disburse such funds as may be required by any such agreements;

(m) Cash Holdings

to hold in uninvested cash, without any liability for interest thereon, such sums as they deem necessary or advisable for the reasonably current cash requirements of the Fund;

(n) Appointment of Corporate Trustee or Custodian

in their discretion and to the extent they deem it necessary and advisable, to appoint a Bank, Trust Company or Insurance Company to be designated as “Corporate Trustee”, or to appoint a custodian and to enter into and execute an agreement or agreements with such Bank, Trust Company or Insurance Company, or custodian, to provide for the investment or reinvestment of assets of the Fund, subject always to the terms of this Agreement and with such other limiting or regulatory provisions incorporated herein, as may be deemed by the Trustees desirable; and upon such execution, to convey and transfer to such Corporate Trustee, any assets of the Fund, together with as full or lesser power to administer, invest and reinvest such assets as the Trustees themselves enjoy under the terms hereof;

(o) Contracts with Financial Institutions

to exercise all rights or privileges granted by the provisions of any contract entered into by the Trustees with any Insurance Company, Bank, Trust Company or Investment Manager, or custodian, and to agree with such Insurance Company, Bank, Trust Company or Investment Manager, or custodian, to any alteration, modification, amendment or cancellation of such contract, or to take any other action respecting such contracts which they, in their discretion, may deem necessary and advisable;

(p) Reciprocal Arrangements

to enter into reciprocal arrangements with other like or similar funds or plans, in such manner and subject to such terms and conditions as the Trustees may deem

necessary and advisable and subject to any applicable federal or provincial legislation;

(q) Allocation of Responsibilities and Duties

to establish and allocate certain responsibilities and administrative duties, including the right to make decisions on behalf of the Trustees, to:

(i) committees of the Trustees, or

(ii) other individuals or persons,

in such manner and subject to such terms and conditions as the Trustees may deem prudent and reasonable; provided that such committees, individuals or persons, as the case may be, shall report to the Trustees in such manner and at such times and shall be supervised by the Trustees, as is prudent and reasonable;

(r) Delegation

to delegate any of their administrative powers or duties to any of their agents or employees, in such manner and subject to such terms and conditions as the Trustees may deem prudent and reasonable; provided that the Trustees are satisfied with the suitability of such agents or employees to perform the powers or duties delegated to them and provided that the Trustees carry out such supervision of those agents or employees and receive such reports at such times as is prudent and reasonable;

(s) Acquisition of Property

to lease or purchase such lands, premises, materials, supplies and equipment as the Trustees deem necessary and advisable in the performance of their duties;

(t) Interpretation of Documents

to interpret the provisions of this Agreement, the Plan and any related documents, and any interpretation adopted by the Trustees, in good faith, shall be binding

upon the Union, the Participating Employers, the Association, the Employees and the families, dependents, beneficiaries and legal representatives of the Employees;

(u) Use of Monies

to use the monies available in the Fund to pay all expenses which the Trustees are authorized by this Agreement to incur and to provide for the payment of Benefits; and

(v) Cost-Sharing Agreements

to enter into cost-sharing agreements with any union (including the Union) or any other trust funds, so as to permit the Trustees to share expenses pertaining to the administration of the Fund; provided that any amounts paid by the Fund to a union or another trust fund, in respect of the above expenses, shall be approved by the Board of Trustees as being prudent and reasonable.

5.4 Notwithstanding any other provision of this Agreement to the contrary, the Trustees may do all acts, whether or not expressly authorized herein, which the Trustees, acting reasonably and prudently, may in their absolute discretion deem necessary or proper for the protection of the Fund.

5.5 The Board of Trustees shall, to the best of its ability, procure or ensure they are procured or in place, fidelity bonds for the persons authorized to receive, handle, deal with, or draw upon the monies in the Fund for any purpose whatsoever. Such persons shall be bonded in such amounts and in such manner as the Board of Trustees may determine. The cost of such bonds may be paid out of the Fund.

5.6 The Board of Trustees may purchase such insurance as it deems necessary and advisable, including, but not restricted to, fiduciary liability insurance for the Trustees. The cost of such insurance may be paid out of the Fund.

5.7 The Board of Trustees shall appoint an Auditor of the Fund and an Actuary, and may appoint Consultants and Legal Counsel for the Fund, who shall serve as required for the services required until their successors are appointed.

- 5.8 Each fiscal year of the Fund shall end on the same date as the corresponding fiscal year of the Plan.
- 5.9 The Board of Trustees shall maintain suitable and adequate accounts and records of and for the administration of the Fund, including detailed accounts of all investments and transactions related to the Fund or made in the performance of their duties as Trustees. The Board of Trustees shall maintain a current record clearly identifying the assets of the Fund and the name in which the assets are registered or held. The assets of the Fund shall be registered or held in the form prescribed by applicable federal or provincial legislation. Such accounts and records shall be retained by the Board of Trustees for such periods of time as may be prescribed by applicable federal or provincial legislation or the Tax Act.
- 5.10 The books of account and records of the Board of Trustees, including the books of account and records pertaining to the Fund, shall be audited at least once every year by the Auditor of the Fund, as of the fiscal year-end of the Fund. A statement of the results of the annual audit shall be available for inspection by interested persons at the principal office of the Fund and at such other suitable place, if any, as the Board may designate from time to time.
- 5.11 The name of the Fund may be used to designate the Board of Trustees or the Trustees collectively, and all documents, including all cheques payable out of the Fund, to be executed by the Trustees shall be in such name and signed by those individuals authorized by a policy or resolution of the Board of Trustees.
- 5.12 The Trustees may commence such legal proceedings as they deem necessary and appropriate in connection with the enforcement of this Agreement and the administration of the Fund as well as defending any legal proceedings which may be brought against them for having acted in the capacity of Trustee, the reasonable expenses for which shall be paid by the Fund, except with respect to any proceedings brought against any Trustee in relation to any matter or thing arising out of his dishonesty, wilful misconduct or gross negligence.

5.13 The Board of Trustees, on behalf of the Fund, may from time to time borrow money from any Bank, Trust Company, Insurance Company or other financial institution licensed to carry on business in Canada, where such borrowing is necessary to cover a short-term contingency, on such terms and conditions as may be necessary and appropriate in the circumstances; provided that all such terms and conditions shall comply with any applicable federal or provincial legislation and provided further that such borrowing:

(a) is necessary:

(i) to provide funds for the current payment of any Benefit authorized by the Plan, or

(ii) to permit the orderly disposition of investments and the acquisition of new investments during a planned conversion of any investments, and

(b) is necessary to avoid resort to a distress sale of investments of the Fund that would otherwise be necessary to pay such Benefits or acquire new investments.

5.14 The Board of Trustees may seek the advice, opinion or direction of an appropriate court on any matter pertaining to this Agreement, the Plan or the investment or administration of the Fund.

5.15 No later than thirty (30) days after each Annual Meeting, the Board of Trustees shall provide the Association with a written report on the current status of the Fund, which shall include (but need not be limited to) a summary of the decisions made and actions taken at the Annual Meeting and copies of the financial statements (for the immediately preceding fiscal year) approved at the Annual Meeting.

ARTICLE VI - CONTRIBUTIONS TO THE FUND

6.1 All Contributions shall be made payable to the Trustees of “The Edmonton Pipe Industry Health and Welfare Fund”, or as the Trustees may direct from time to time.

6.2 The Board of Trustees may use all reasonable means to collect and receive all Contributions due to the Fund, including those means provided for in any applicable

federal or provincial legislation, and shall, promptly after receipt, deposit such Contributions in a special Fund account, established with a Bank or Trust Company.

6.3 To the extent that a Participating Employer is a party to, bound by or otherwise subject to, this Agreement, the Participating Employer agrees that upon the written demand of the Trustees, it shall permit a chartered accountant acting on their behalf, or in accordance with their instructions, to:

- (a) enter upon the Participating Employer's premises at any reasonable time or times, for the purpose of carrying out an inspection, audit or examination of all books of account, documents, vouchers, payrolls, records, time sheets or any other material which may be relevant to the said inspection, audit or examination; and
- (b) make inquires of the Participating Employer or any persons employed or otherwise engaged by the Participating Employer, which persons shall produce all books of account, documents, vouchers, payrolls, records, time sheets or any other material which may be relevant to the said inspection, audit or examination;

in order to ensure that the Participating Employer has been complying with its obligations to make Contributions to the Fund under this Agreement, any Collective Agreement, any Participation Agreement or any other agreement binding upon the Participating Employer and the Union. It is agreed that the chartered accountant shall not reveal any of the information or documents obtained by means of such inspection, audit or examination, unless the inspection, audit or examination reveals that a Participating Employer has failed to comply with its obligations to make Contributions to the Fund under this Agreement, any Collective Agreement, any Participation Agreement or any other agreement binding upon the Participating Employer and the Union, in which case, the chartered accountant shall be entitled to reveal all such information or documents as are relevant to establishing the failure of the Participating Employer to comply with those obligations.

6.4 If a Participating Employer has failed to comply with its obligations to make Contributions to the Fund under this Agreement, any Collective Agreement, any Participation Agreement or any other agreement binding upon the Participating Employer

and the Union, as revealed by such inspection, audit, examination or otherwise, the Participating Employer shall forthwith, upon written demand from the Trustees:

- (a) pay to the Fund all sums which may have been determined by the inspection, audit, examination or otherwise to be due and owing by the Participating Employer, as well as interest at such rate as may be determined by the Trustees, from time to time, from the due date until such sums are totally satisfied; and
- (b) complete and remit any contribution report forms or other related and supporting documents which may be required of the Participating Employer;

and, if the amount of the Contributions which the Participating Employer failed to make to the Fund for a particular month is greater than 25% of the amount of the Contributions actually made by the Participating Employer to the Fund for that month, the Participating Employer shall forthwith, upon written demand from the Trustees:

- (c) pay to the Fund all costs and expenses incurred by it in connection with or arising out of the inspection, audit or examination or otherwise;
- (d) pay to the Fund on account of liquidated damages, an amount equal to ten percent (10%) of the total of all amounts found to be due and owing to the Fund as aforesaid (it being acknowledged that the liquidated damages represent the administrative costs resulting from such failure to pay or otherwise carry out obligations and that the costs have been actually incurred, without requiring any additional proof thereof, and it being further acknowledged that the liquidated damages are on account of:
 - (i) inconvenience and burden imposed upon the Trustees,
 - (ii) loss of any benefits, monetary or otherwise, to any Employees, and
 - (iii) loss of benefit of the use of any funds,

in connection with a Participating Employer's failure to comply with the terms and conditions of this Agreement, any Collective Agreement, any Participation

Agreement or any other agreement binding upon the Participating Employer and the Union);

- (e) furnish the Trustees with cash deposits of Contributions in such amounts and at such times as are determined by the Trustees, provided that the Trustees have given such Participating Employer reasonable notice of such requirement for deposits, the amount to be deposited, the dates such deposits are due and the basis on which the deposit is determined and required; and
- (f) furnish the Trustees, in lieu of cash deposits, with a bond with a reputable surety:
 - (i) with the Trustees as obligees thereunder;
 - (ii) in an amount, determined by the Trustees, consistent with the anticipated future obligations of the Participating Employer; and
 - (iii) with notice provisions acceptable to the Trustees, consistent with the purposes of such bond.

6.5 The Trustees are authorized to establish a reasonable and lawful grace period by the end of which Contributions must be received.

6.6 If a Participating Employer becomes delinquent in his Contributions and the Trustees place the account in the hands of Legal Counsel for collection, the said delinquent Participating Employer shall be liable for reasonable counsel fees and for all reasonable costs incurred in the collection process, including court fees.

6.7 An Employee who engages in any conduct, the effect of which is that a Participating Employer:

- (a) fails to contribute to the Fund, as and when required, or
- (b) does not report the correct number of hours worked by the Employee or any other Employee,

shall, together with any such Participating Employer, be responsible for payment of such loss or damages suffered or incurred by the Fund as a result of such conduct.

ARTICLE VII - AMENDMENT OF TRUST AGREEMENT

7.1 This Agreement may be amended in any respect, from time to time (retroactively or otherwise), by a two-thirds ($\frac{2}{3}$) majority vote of the Trustees, except that no amendment shall:

- (a) be inconsistent with the purposes of the Fund or contrary to any applicable federal or provincial legislation or the Tax Act;
- (b) divert the Fund, or any part thereof, to a purpose other than the provision of Benefits;
- (c) authorize or permit the return of Contributions to Participating Employers other than as provided herein;
- (d) eliminate an annual audit; or
- (e) vary an existing obligation of, or impose a new obligation on, a Participating Employer or the Association without the prior written approval of the Association.

ARTICLE VIII - TERMINATION

8.1 Subject to section 8.2, this Agreement and the Plan shall continue so long as a Collective Agreement requiring contributions to be made to the Fund continues in effect.

8.2 This Agreement and the Plan may be terminated at any time with the consent of at least three-quarters ($\frac{3}{4}$) of the Trustees, provided that no such termination shall be contrary to, or in conflict with, any Collective Agreement requiring Contributions to the Fund. If this Agreement and the Plan are terminated, the Trustees shall proceed as expeditiously as possible to wind up the Fund as follows:

- (a) by providing for a final audit and accounting for the purposes of the termination of the Fund;

- (b) by making payment or provision for the payment out of the Fund of all expenses, claims and obligations of the Fund then outstanding, including the expenses incidental to such termination; and
- (c) by distributing the balance of the surplus, if any, in any one or a combination of the following forms:
 - (i) improvements of Benefits to the Employees;
 - (ii) transfers to any other contract, plan or trust fund providing benefits for the Employees and their beneficiaries, similar to those available hereunder without lapse of coverage;
 - (iii) cash payments to the Employees and their beneficiaries; or
 - (iv) any other form of distribution or application of the remaining surplus which will, in the opinion of the Trustees, be consistent with the purposes of the establishment of the Fund;

provided, however, no part of the Fund shall be used for or diverted to purposes other than for the exclusive benefit of the Employees, their beneficiaries or dependents or the administrative expenses of the Fund and, under no circumstances, shall any portion of the Fund, directly or indirectly, revert to or accrue to the benefit of the Employers, the Union or the Association.

8.3 Upon termination of the Fund in accordance with this section, the Trustees shall forthwith notify the Union, the Association, the Employees and any other necessary parties and the Trustees shall continue as Trustees solely for the purposes of winding up the affairs of the Fund.

ARTICLE IX - ACCEPTANCE OF TRUSTEESHIP

9.1 The undersigned Trustees hereby accept the trusts created and established by this Agreement, consent to act as Trustees and agree to be bound by this Agreement and to administer the Fund for the purposes set forth in this Agreement and in the Plan and in conformity with applicable federal or provincial legislation.

ARTICLE X - LIMITS OF LIABILITY

- 10.1 None of the Trustees, the Union, the Association, the Participating Employers or the Employees shall be liable or responsible for any debts, liabilities or obligations of the Fund, except as set out in this Agreement and any applicable federal or provincial legislation.
- 10.2 None of the Union, the Association, the Participating Employers or the Employees shall be responsible or liable for:
- (a) the validity of this Agreement;
 - (b) any delay occasioned by any restriction or provision in this Agreement, the rules and regulations of the Trustees issued hereunder, any contract procured in the course of the proper administration of the Fund, or by any other proper procedure in such administration; provided, however, that this clause shall not excuse any violation of any Collective Agreement as it may affect the Fund;
 - (c) the making or retention of any deposit or investment of the Fund, or any portion thereof, or the disposition of any such investment, or the failure to make any investment of the Fund, or any portion thereof, or any loss or diminution of the Fund;
 - (d) any of the obligations or acts of the Trustees because the Union Trustees are in any way associated with the Union; or
 - (e) any Contributions required to be paid to the Fund, other than their own Contributions as may be required or permitted under this Agreement.
- 10.3 The Trustees shall incur no liability, either collectively or individually, in acting upon any 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.
- 10.4 No Trustee shall be liable for the act or omission of any other Trustee. The Trustees, and each of them, shall be entitled out of the assets of the Fund, to be indemnified and saved harmless of, from and against any loss, expense, claim, demand, action or thing of any

nature whatsoever, arising out of the performance or purported performance of their duties or responsibilities hereunder, except that this indemnity shall not, in any way, extend so as to protect any Trustee with respect to any matter or thing arising out of his own dishonesty, wilful misconduct or gross negligence.

ARTICLE XI - MISCELLANEOUS PROVISIONS

11.1 This Agreement, the Plan and any amendments thereto and all Trustees' decisions, statements of policies and procedures, bylaws, rules and regulations shall be binding upon the Trustees, the Union, the Association, the Participating Employers, the Employees and their respective heirs, executors, administrators, successors and assigns.

11.2 All notices, requests, demands or other communications provided for herein to be given, shall be in writing and shall be effectively given if delivered personally or by telegram or by prepaid first class or registered mail:

(a) if to a Trustee, a Participating Employer, the Association, an Employee or the Union - at his, her or its last known address, as such address appears on the records of the Fund from time to time; or

(b) if to the Fund - at the address of the Fund, from time to time;

or at such other address as may be provided in writing by a party to the other parties from time to time. Such notices, requests, demands and other communications shall be deemed to have been received when delivered, or if mailed, on the fifth (5th) business day after the mailing thereof; provided that in the event of a strike or other interruption in the normal delivery of the mail after the mailing of any notice, request, demand or other communication hereunder, but before the deemed receipt thereof as provided herein, such notice, request, demand or other communication shall not be deemed to have been received by the party for whom the same is intended, unless the same is actually delivered to such party as contemplated herein.

11.3 If any provision of this Agreement, the Plan, the rules and regulations made pursuant thereto, or any steps in the administration of the Fund are held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of this

Agreement, the Plan or the rules and regulations, unless such illegality or invalidity prevents accomplishment of the objectives and purposes of any Collective Agreement or this Agreement.

- 11.4 Wherever the singular and/or masculine and/or neuter is used throughout this Agreement, the same shall be construed as including the plural and/or feminine or a body corporate where the context or the parties hereto so require.
- 11.5 The headings used herein are for ease of reference only and shall not be deemed to form part of this Agreement.
- 11.6 Each of the parties hereto shall, from time to time and at any time hereafter upon each reasonable written request to do so, make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further acts, deeds, assurances, things and written instruments as may be necessary in the opinion of any party, for more effectively implementing and carrying out the intent of this Agreement.
- 11.7 The Province of Alberta shall be deemed to be the situs of the Fund and all questions pertaining to the validity, construction and administration of this Agreement and the Plan shall be determined in accordance with the laws of the Province of Alberta or, when applicable, in accordance with the laws of any other province.

IN WITNESS WHEREOF the Trustees, by their signatures, acknowledge that they have amended and restated the terms of the 1965 Trust Agreement (as previously amended and restated in the 2003 Trust Agreement) effective as of ●, 2007, as set forth in this Agreement and Declaration of Trust, which supersedes and replaces the 2003 Trust Agreement, and the Union and the Association, by the signatures of their duly appointed officers or representatives, acknowledge the terms of the 1965 Trust Agreement as previously and currently amended and restated.

*[The remainder of this page is intentionally left blank.
The signature page follows.]*

TRUSTEES

Witness

LEE ADKINS

Witness

HANK BLAKELY

Witness

NIELS FREDERIKSEN

Witness

WILLIAM D. GRACE

Witness

LARRY MATYCHUK

Witness

GORDON PANAS

Witness

BRIAN SMITH

Witness

CLIFF WILLIAMS

UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPE FITTING
INDUSTRY OF THE UNITED STATES
AND CANADA, LOCAL 488

Per: _____

Per: _____

CONSTRUCTION LABOUR RELATIONS
- AN ALBERTA ASSOCIATION,
MECHANICAL (PROVINCIAL) TRADE
DIVISION

Per: _____

Per: _____

APPENDIX A
ACCEPTANCE OF TRUSTS

I, the undersigned, having been appointed to serve as a Trustee of the fund (the "Fund") established by the Agreement and Declaration of Trust, as amended and restated effective as of •, 2007, relating to The Edmonton Pipe Industry Health and Welfare Fund (the "Trust Agreement"), do hereby acknowledge that I have read the Trust Agreement and the Plan referred to therein and accept the trusts established by the Trust Agreement, consent to act as a Trustee thereunder and agree to maintain, invest and administer the Fund and administer the Plan in accordance with the terms of the Trust Agreement, the Plan and all applicable federal or provincial legislation.

DATED at Edmonton, Alberta this ____ day of _____, 2007.

)	
)	
)	
)	
Witness		Trustee