

**AMENDED AND RESTATED
AGREEMENT AND DECLARATION OF TRUST
OF THE
SERVICE EMPLOYEES INTERNATIONAL UNION
NATIONAL INDUSTRY PENSION FUND**

Amended and Restated as of November 1, 2020

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THIS AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST is made and entered into effective as of November 1, 2020, by and between the signatory Trustees hereto.

PREAMBLE

WHEREAS, effective May 20, 1968, the Service Employees International Union (the "Union") and employers who entered collective bargaining agreements with the Union or certain local unions affiliated with the Union ("Employers") to make contributions to the Service Employees International Union National Industry Pension Fund to provide pension benefits to eligible employees, entered into an Agreement and Declaration of Trust ("Agreement"); and

WHEREAS, the Agreement created a jointly trustee pension fund administered in accordance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947 (the "Taft-Hartley Act") and intended to be tax exempt under the Internal Revenue Code ("Code"); and

WHEREAS, the Board of Trustees consists of Employer-appointed Trustees and Union-appointed Trustees (collectively "Trustees"); and

WHEREAS, the Trustees adopted one or more plans of benefits, as amended from time to time, (the "Plan") to provide for the establishment and administration of the pension benefits contemplated by the collective bargaining agreements; and

WHEREAS, the Trustees, in accordance with the rights reserved to them under the provisions of the Agreement, have amended and restated the Agreement effective August 15, 1968, September 6, 1973, January 1, 1976, October 12, 1977, November 30, 1983, January 17, 1990, February 8, 1991, January 14, 1992, and January 1, 2000.

NOW THEREFORE, in accordance with those same rights, the Trustees hereby amend the Agreement in its entirety as follows, effective as of November 1, 2020.

ARTICLE I

TRUST

Section 1.01 – Continuation of Trust

- (a) The Trust Agreement continues the trust known as the Service Employees International Union National Industry Pension Fund. All assets currently held in trust under the terms of the current Agreement, together with such sums of money as shall be paid or delivered from time to time thereafter to the Trustees in accordance with the Plan, and together with all investments made therewith and proceeds thereof and all earnings and profits thereon, less any losses thereon and the payments and disbursements made by the Trustees hereunder, without distinction between principal and income, shall

constitute the assets of the trust embodied in the Agreement, which amount is referred to herein as the "Fund."

- (b) The Trustees may deposit all or a portion of the Fund with a corporate trustee or custodian and enter into such agreements with said trustee or custodian on such terms and conditions as the Trustees deem necessary or desirable.
- (c) The Trustees hereby accept the trust and agree to perform the duties on their part to be performed under the amended and restated Agreement.

Section 1.02 – Purpose of Trust

The purpose of the trust is to hold the assets used to provide benefits under the Plan to Participants.

Section 1.03 – Application of Fund

- (a) The Fund shall be applied for the exclusive purpose of providing benefits due under the Plan and to pay the reasonable expenses of administering and operating the Plan and Fund, including, without limitation, compensation of employees, office space, office supplies and equipment, legal and accounting fees and expenses, the cost of collecting Employer Contributions, and taxes and other governmental charges. This shall include the accumulation of such reserves as the Board of Trustees deems necessary or desirable.
- (b) The Fund shall be the sole source of the benefits under the Plan. Neither the Union, the Employers, nor the Board of Trustees (and members thereof) guarantee such benefits or payments.

Section 1.04 – Plan Part of Agreement

The Plan is hereby made a part of this Agreement.

Section 1.05 – Terms Binding

The terms and provisions of both this Agreement and the Plan shall be binding upon the Trustees, Employers, Union, and Participants as set forth in this Agreement and the Plan.

ARTICLE II

PARTICIPATION AND BENEFITS

Section 2.01 – Plan Participation

The terms and conditions and rules for participation in the Plan shall be as established by the Trustees from time to time, as set forth in the Plan.

Section 2.02 – Benefits

The benefits provided through the Fund shall be those benefits as the Trustees shall determine should be provided to eligible Participants from time to time, as set forth in the Plan.

Section 2.03 – Special Limit on Participation

The Fund is intended to be tax-exempt under the Code. Notwithstanding any contrary provisions, no Employee shall become a Participant, or continue as a Participant, for any period that the Board of Trustees determines such participation would cause the Plan and/or the Fund not to satisfy the tax-exemption requirements of the Code. In this regard, as and when required by the Board of Trustees, an Employer shall provide satisfactory demonstration and certification to the Board of Trustees that the participation of its Employees satisfy the tax-exemption requirements of the Code.

ARTICLE III

CONTRIBUTIONS

Section 3.01 – Acceptance of Trust Agreement

Pursuant to section 6.02, each Employer, upon the signing of a collective bargaining agreement or participation agreement, or upon remitting contributions to the Fund, adopts and is bound by all provisions of this Trust Agreement, to such amendments thereto as the Trustees may adopt pursuant to Article V, and to all rules and regulations adopted by the Trustees.

Section 3.02 – Employer Contributions

- (a) An Employer shall contribute and pay Employer Contributions to the Fund in the amount and at the time specified in the applicable collective bargaining agreement with the Union or participation agreement with the Board of Trustees.
- (b) The Board of Trustees shall have the power to demand, collect, and receive Employer Contributions and may take such steps as it deems necessary or desirable to effectuate the collection of Employer Contributions. The Board of Trustees shall not be obligated to invoke or exhaust any grievance and arbitration procedures that might be contained in any collective bargaining agreement to collect unpaid Employer Contributions or to compel an audit of an Employer's records for this purpose.
- (c) No Employer has any right, title, or interest in any sum payable by the Employer to the Fund, but not yet paid into the Fund. Title to all monies paid or payable to the Fund shall be vested in the Board of Trustees.
- (d) No Employer shall be responsible for the contributions or other obligations of any other Employer.

Section 3.03 – Remittance Reports/Audits

- (a) The Board of Trustees shall have the right to require Employers to file such reports as it deems necessary or desirable for the administration of the Plan and the Fund. Each remittance report shall be accompanied by a payment for Employer Contributions made payable to the Fund.
- (b) The Board of Trustees (or its agents) shall have the right to audit and examine any payroll, tax, employment, and other pertinent records of an Employer as the Board of Trustees may deem necessary or desirable in connection with the administration of the

Plan and the Fund and to require the Employer to provide the Board of Trustees with the same. The Board of Trustees may establish such policies and procedures as it deems necessary or desirable regarding the audit of an Employer's records, including those relating to the payment of audit expenses incurred by the Fund and the payment of legal fees described in section 3.04(b) below.

Section 3.04 – Delinquent Contributions

- (a) If an Employer shall fail to contribute and pay Employer Contributions to the Fund when the same shall be due and payable, the Employer shall be considered delinquent and in breach of the Trust Agreement, and shall pay, in addition to, or in lieu of, other remedies provided by law liquidated damages, plus interest on the total delinquency. Said costs, charges, damages, and interest shall be due as provided for in policies and procedures established by the Board of Trustees for that purpose.
- (b) The Board of Trustees may take such steps, including the prosecution of or the intervention in any proceedings at law, in equity or in bankruptcy as it may deem necessary or desirable, in order to collect delinquent Employer Contributions, and the delinquent Employer shall be liable for the Trustees' reasonable expenses, including, but not limited to, attorney's fees and other disbursements, incurred in the collection of such delinquent Employer Contributions.
- (c) So as to avoid delinquent Employer Contributions, the Board of Trustees shall have the power, but not the duty, to require any Employer to post security for the payment of Employer Contributions in the form of cash or a corporate surety bond in the amount as determined by the Board of Trustees.

Section 3.05 – Collection Actions; Choice of Law; Statute of Limitations

In any action by the Fund to collect delinquent Employer Contributions from a contributing Employer, the limitations period shall be governed by the law of the state in which all or a majority of the Employees on whose behalf the contributing Employer makes contributions are employed, unless such limitations period is less than three years, in which case the limitations period under the laws of the District of Columbia shall govern.

Section 3.06 – Irrevocability of Contributions

All Employer Contributions shall be irrevocable; provided, however, to the extent permitted by ERISA, the Trustees may authorize a return of an overpayment of Employer Contributions made by reason of a mistake of fact or law. The determination of whether an Employer has made an Employer Contribution to the Fund by mistake of fact or law, and whether such Employer Contribution should be returned to the Employer, shall be made in the sole and absolute discretion of the Trustees (or their duly authorized designee) in accordance with ERISA and other applicable law, taking into account all of the evidence submitted by such Employer to demonstrate that such Employer Contribution was made by mistake; provided, however, that the Employer shall have the burden of proving that such Employer Contribution was made by mistake. The decision of the Trustees (or their duly authorized designee) as to whether such Employer Contribution was made by mistake, and whether it should be returned to the Employer, shall be final and binding on the Employer.

Section 3.07 – Reciprocal Agreements

The Board of Trustees may enter into, continue, amend, and terminate agreements or arrangements with the trustees of other multiemployer defined benefit pension plans to reciprocate employer contributions to and from such other plans under such terms and conditions as the Board of Trustees determines to be appropriate. Employer contributions reciprocated to this Plan pursuant to said agreements and arrangements shall be treated as Employer Contributions hereunder subject to all the terms and provisions of the Plan. To the extent employer contributions are reciprocated to such other defined benefit pension plans, the Employee/Participant for whom said contributions are reciprocated shall look solely to said defined benefit pension plans for the benefits attributable to such reciprocated contributions and said benefits shall be determined solely by the terms and provisions of said defined benefit pension plans.

ARTICLE IV

TRUSTEES AND ADMINISTRATION

Section 4.01 – Board of Trustees

- (a) The Fund and Plan shall be administered by a Board of not less than four (4) Trustees. An equal number of Trustees shall be designated by the Union and by the Employer.
- (b) One of the Union Trustees shall be appointed Chairperson of the Fund by the Union Trustees and one of the Employer Trustees shall be appointed Secretary of the Fund by the Employer Trustees.
- (c) Each Trustee may designate in writing any other person to act as his or her Deputy. Said Deputy Trustee may attend and participate in meetings but shall have no voting authority. However, in the event the Trustee appointing the Deputy Trustee is absent from a meeting or recuses himself or herself, the Deputy Trustee shall have all the rights and duties of a regular Trustee, including voting authority. Any action of such Deputy Trustee shall be the same force and effect as if done by the Trustee.
- (d) Whether and what extent any bond or other security shall be required for the faithful performance of the Trustees or any of them or any employee of the Fund, shall be determined by the Trustees, subject to applicable law.

Section 4.02 – Term of Service/Resignation/Removal

- (a) Each Trustee or Deputy Trustee shall continue to serve as such until his or her death, incapacity, resignation, or removal as herein provided.
- (b) A Trustee or Deputy Trustee may resign at any time and become and remain fully discharged from all future duty or responsibility hereunder upon giving 30 days' notice in writing to the remaining Trustees, or upon such other notice as the remaining Trustees may accept as sufficient. Such notice shall state a date upon which such resignation shall take effect. A resignation shall take effect on the date specified in the notice unless a successor Trustee shall be appointed at an earlier date, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

- (c) Any Employer Trustee may be removed at any time by a majority of votes of the remaining Employer Trustees; provided, however, that the Employer Trustee appointed by ABM Industries Inc. (“ABM”), and his successors, may only be removed by ABM so long as it remains a contributing Employer.

Any Union Trustee may be removed at any time by a writing filed with the remaining Trustees signed by the President or Secretary/Treasurer of the International Union. Such removal shall be effective immediately upon such filing.

A Deputy Trustee may be removed at any time by a writing filed with the remaining Trustees signed by the Trustee that designated such person to act as his or her Deputy. Such removal shall be effective immediately upon such filing. A Deputy Trustee also shall be removed automatically when the Trustee that designated such person as Deputy Trustee is no longer serving as a Trustee, and the Deputy Trustee’s removal shall be effective on the same date as the Trustee’s removal.

Section 4.03 – Successor Appointments

- (a) In the event there is a vacancy among the Union Trustees, the Successor Union Trustee shall be designated by President of the International Union.
- (b) If the Employer Trustee appointed by ABM becomes vacant for any reason, his or her successor and deputy (if one) shall be appointed by ABM, provided ABM is a contributing Employer at the time. If any other Employer Trustee becomes vacant for any reason, a successor Employer Trustee shall be appointed by a majority vote of the then remaining Employer Trustees.
- (c) Any successor Trustee shall, immediately upon his or her acceptance of the trusteeship, become vested with all of the property, rights, powers, and duties of a Trustee hereunder with like effect as if originally named as a Trustee.
- (d) It is the intention that the Fund shall be administered at all times by an equal number of Employer Trustees and Union Trustees, but until the appointment of a successor Trustee or Trustees as herein provided, the remaining Trustees shall have full power to act.
- (e) If any entity having the right to fill a vacancy in the office of Trustee shall fail, for a period of 180 days, to fill such vacancy, any Trustee may petition a court of competent jurisdiction for an order requiring such party to appoint a successor Trustee, and in the event of the failure of such party to comply with such order, may petition such court for the appointment by it of a successor Trustee to fill such vacancy.

Section 4.04 – Meetings; Quorum; Voting

- (a) Except as otherwise provided herein, any action taken by the Trustees shall be approved by a majority vote of the Trustees in attendance at a duly convened meeting of the Board of Trustees at which a quorum is present. The Trustees may meet in-person or by teleconference or similar electronic conference means so long as all persons can communicate with each other during the meeting.
- (b) A quorum of the Board of Trustees shall consist of two members of the Board, provided

that one is an Employer Trustee and one is a Union Trustee. Deputy Trustees shall not count for quorum purposes. No action binding upon the Fund or upon any third party may be taken at any meeting at which a quorum is not present. Participation by one or more Trustees or Deputy Trustees at a meeting by means of teleconference or similar electronic conference when the Trustees are otherwise meeting in-person shall constitute presence at the meeting for all purposes of Article IV so long as all persons can communicate with each other during the meeting.

- (c) Each Trustee shall have one vote on all matters; provided, however, that if there is an unequal number of Employer Trustees and Union Trustees present at any meeting, the group of Trustees being the lesser in number shall be entitled to cast votes equal in number to the votes of the group having the greater number at any such meeting.
- (d) The Chairperson and Secretary of the Fund may jointly call a meeting of the Trustees at any time by giving at least seven days written notice of the time and place thereof to the remaining Trustees. Meetings of the Trustees may also be held at any time without such notice if all of the Trustees consent to the meeting.
- (e) With respect to matters concerning changes in any benefit formula, no action shall be taken at any meeting of the Trustees unless all Trustees (including a duly authorized Deputy Trustee acting for an absent Trustee) shall be present and vote in favor of such action, or, if not present, vote by proxy in favor of such action.
- (f) Action by the Trustees (or subcommittees) may also be taken by them without a meeting by written poll; provided, however, that in such case there shall be unanimous written concurrence by all of the Trustees (or subcommittee members) then appointed. Polls and related information may be transmitted by mail or electronic medium. (g)
- (g) Pursuant to section 4.14(m), the notice, quorum, and voting rules in this section 4.04 shall also apply to subcommittee meetings.

Section 4.05 – Deadlocks

- (a) In the event that the Trustees who have not abstained from a vote cannot decide any matter or resolve any dispute because of a tie vote or because the Union Trustees or Employer Trustees or both are unable to agree as to how their vote shall be cast, or in the event any decision cannot be made because of the lack of a quorum at two successive meetings of the Trustees, a deadlock may be declared. If the Trustees shall deadlock upon any action involving the administration of the Plan or Fund, or interpretations of the Trust Agreement, the disposition of such action shall, upon the demand of any Trustee, be submitted to arbitration in accordance with applicable rules of the American Arbitration Association (“AAA”), and the decision of such arbitrator shall be final and binding. The arbitrator shall be without power or authority to amend, modify, or vary any provision of the Plan or this Agreement.
- (b) The arbitrator shall be selected from a list of impartial arbitrators to be furnished by the AAA. Any Trustee may request the AAA to furnish such list of impartial arbitrators.
- (c) If the Trustees are unable to agree on an impartial arbitrator from the list provided by the AAA, the AAA shall be authorized to designate an impartial arbitrator in accordance with the rules and regulations of the AAA. In all instances, the AAA shall be advised of the

nature of the dispute and shall be requested to furnish a list of impartial arbitrators or to designate an impartial arbitrator qualified and competent by training and experience to decide the particular issue or issues involved.

- (d) In the event that the AAA shall fail to designate an impartial arbitrator within a fifteen (15) business days, or should the Trustees be unable to agree on another impartial arbitrator within fifteen (15) business days after the AAA is requested to act, any Trustee may petition the District Court of the United States for the District of Columbia to appoint an impartial arbitrator to settle the matter in dispute.
- (e) The failure of any Trustee to attend the arbitration hearing as scheduled and noticed by the AAA shall not delay the arbitration, and the arbitrator is authorized to proceed to take evidence and issue his or her decision as though such Trustee were present.
- (f) In the event that such arbitrator, having been selected, shall resign or for whatever reason shall fail or refuse to act within a reasonable time after his or her selection, the AAA shall be requested to appoint another arbitrator; provided, however, that should the AAA fail to act within fifteen (15) business days after the request, or should the Trustees be unable to agree on another arbitrator within fifteen (15) business days after the AAA is requested to act, an arbitrator shall be appointed by the District Court for District Court of the United States for the District of Columbia upon the petition of any Trustee.
- (g) All hearings of the arbitrator shall take place in the District of Columbia, unless otherwise specifically mutually agreed upon.

Section 4.06 – Signatures

Any instrument in writing shall be signed by two authorized Trustees, provided that one is an Employer Trustee and one is a Union Trustee. All persons may rely upon such execution as evidence that such written instrument has been duly authorized.

Section 4.07 – Legal Proceedings

All suits and proceedings to enforce or protect any right, demand, or claim on behalf of the Trustees or of the Plan and/or Fund may be instituted or prosecuted by the Trustees, jointly, in their capacities as such, or by their designee.

Section 4.08 – Fiduciary Provisions

- (a) The Trustees shall be the named fiduciary of the Plan and Fund. The Trustees may designate any other person as a named fiduciary by an instrument in writing signed by it, delivered to the designated named fiduciary, and acknowledged and accepted in writing by such designated fiduciary. Any such designation may be modified or amended by written agreement between the parties and may be revoked by either party by written notice delivered to the other party.
- (b) Any named fiduciaries who have joint and severable duties and responsibilities under the Plan and Fund may allocate such duties and responsibilities (other than the duty to invest all or a portion of the Fund) to any one or more of them, and any named fiduciary may delegate to any person such responsibility he has with respect to the Plan and Fund (other than the duty to invest all or a portion of the Fund). Any such allocation or

delegation shall be made by written agreement between the parties, may be amended or modified by written agreement between such parties, and may be revoked by either party by written notice delivered to the other party.

- (c) Each fiduciary shall have only those specific powers, duties, and responsibilities specified under the Plan and Agreement or as otherwise allocated or delegated pursuant to the Plan and Agreement. The Plan and Agreement are intended to allocate to each fiduciary the individual responsibilities allocated or delegated to him or her, and no such responsibilities shall be shared by two or more fiduciaries unless such sharing shall be specifically provided by the Plan and Agreement.

Section 4.09 – General Power to Construe

The Trustees shall have the exclusive power to construe the provisions of the Agreement and the terms used herein, and to promulgate rules and regulations, as they deem necessary or desirable for the efficient administration of the Fund. Any such construction and any such rules and regulations so adopted by the Trustees shall be binding upon all persons.

Section 4.10 – Power to Construe the Plan

- (a) The Trustees shall have the exclusive power to determine the eligibility requirements and conditions for participation in the Plan and the benefits to be provided thereunder, including the right to change the same from time to time.
- (b) The Trustees shall have all the powers, authority, and discretion necessary to operate, administer, and manage the Plan in accordance with its terms, including, but not limited to, the following:
 - (1) to make and enforce such standards, rules, and regulations as they deem necessary or desirable for the efficient administration of the Plan;
 - (2) to interpret the Plan, including the right to remedy possible ambiguities, inconsistencies or omissions;
 - (3) to decide all questions, including factual and legal questions, related to participation in the Plan and eligibility for and payment of benefits thereunder;
 - (4) to prescribe procedures for filing an application for benefits and to review applications for review of denial thereof;
 - (5) to authorize the payment of benefits; and
 - (6) to maintain all necessary records for the administration of the Plan.
- (c) The exercise of said powers by the Trustees shall be binding upon all persons.

Section 4.11 – Investment Authority

- (a) Except as delegated to an investment manager, the Trustees shall have the exclusive authority and responsibility for the investment of the Fund.

- (b) The Trustees are authorized to invest and reinvest the Fund as a single fund without distinction between principal and income, at such time or times and in such shares and proportions, as the Trustees believe, in their sole discretion, to be suitable investments for the Fund, including, but not limited to, stocks (common or preferred); bonds, debentures, notes and other evidences of indebtedness; real estate and mortgages; insurance company contracts; interests in investment companies, including so-called "money market funds"; deposits in a bank or other financial institution under state or federal supervision, including the banking department of any corporate trustee or custodian; and any other kind of real or personal property; provided, however, that no investment shall be made in securities or real property of any Employer in violation of the provisions of Title I, Part 4 of ERISA. In making investments under the Fund, the Trustees shall not be limited to any class of investments prescribed by statute, or otherwise, other than ERISA, as legal investments for trust funds.
- (c) The Trustees are authorized to invest all or any part of the Fund in any collective, common or pooled funds, including those maintained by a corporate trustee or custodian or an investment manager, for the collective investment of fiduciary accounts or solely as a medium for the collective investment of employee benefit trusts which are similarly tax exempt under the Code as the Fund, or any statute of similar import. If such investment shall occur, said investment shall be subject to the provisions of the common fund agreement, which is incorporated herein by reference.
- (d) The Trustees are authorized to adopt and participate in the SEIU Pension Plans Master Trust ("Master Trust") pursuant to paragraph (c) above and to appoint Trustees to the Master Trust who shall have authority to make investment decisions that are binding upon this Fund and Plan, provided that such decisions are consistent with the Plan's Investment Policy and provided further that the Fund's Trustees shall receive regular reports of these investment decisions.
- (e) The Trustees are authorized to appoint an investment manager or managers (within the meaning of ERISA § 3(38)) and to delegate to such investment manager or managers the authority and responsibility to manage, invest, and reinvest all or any portion of the Fund.
- (f) The Trustees may designate a person or entity as named fiduciary with the authority under the Fund to appoint, pursuant to section 402(c)(3) of ERISA, an investment manager or investment managers (as such term is defined under Section 3(38) of ERISA) to manage (including the power to acquire and dispose of) assets of the Trust; and in that event, such named fiduciary may exercise such discretionary authority to select, appoint, retain, and terminate one or more investment managers to manage Fund assets.
- (g) The Trustees may hold uninvested, from time to time, without liability for interest thereon, such amounts as are necessary for the cash requirements of the Fund. Said amount may be deposited in an account of a bank under state or federal supervision that is a corporate trustee or custodian.

Section 4.12 – Additional Powers

Without limiting any powers and authority otherwise conferred upon the Trustees by the

Agreement or law, the Trustees shall have the following powers and authority with respect to the Fund:

- (a) Purchase of Property: To purchase, or subscribe for, any security or other property and to retain the same in the Fund.
- (b) Sale, Exchange, Conveyance and Transfer of Property: To sell, exchange, convey, transfer, or otherwise dispose of any security or other property held by the Fund by private or public sale; to grant options for the purchase or exchange thereof, including put options and call options for Fund securities and property. No person dealing with the Trustees shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition.
- (c) Leasing and Sale of Real Estate: To sell any real estate which at any time constitutes a part of the Fund, to lease real estate for any term or terms, and to execute good and sufficient deeds and leases.
- (d) Exercise of Owner's Rights: 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 reorganization or other changes affecting 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 properties held as part of the Fund.
- (e) Registration of Investments: To cause any securities or other properties held as part of the Fund to be registered in its own name or in the name of one or more of its nominees, and to hold any investments in bearer form, but the books and records of the Fund shall at all times show that all such investments are a part of the Fund.
- (f) Borrowing and Lending: To borrow or to raise money for the purposes of the Fund in such amounts, and upon such terms and conditions, as the Trustees shall deem advisable; and, for any sum so borrowed, to issue promissory notes as Trustees, and to secure the repayment thereof by pledging all, or any part, of the Fund. No person lending money to the Fund shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing. Sums borrowed may be borrowed from any source not prohibited by law.
- (g) Retention of Property Acquired: To accept and retain for such time as the Trustees may deem advisable any securities or other property received or acquired by the Fund, whether or not such securities or other property would normally be purchased as trust investments.
- (h) Execution of Instruments: To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all deeds, leases, notes, bonds, guarantees, mortgages, contracts, waivers, releases and other instruments that may be necessary or appropriate to carry out the purposes of the Fund and the powers herein granted.
- (i) Settlement of Claims and Debts: To settle, compromise, or submit to arbitration any

claims, debts or damages due or owing to or from the Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Fund in all legal and administrative proceedings.

- (j) Employment of Administrator, Agents, Counsel, and Investment Managers: To employ suitable administrators, agents, actuaries, accountants, counsel, and other professional consultants, including investment managers, and to pay their reasonable expenses and compensation from the Fund.
- (k) Power to Do Any Necessary Act: To exercise, generally, any of the powers which an individual owner might exercise in connection with property either real, personal, or mixed held by the Fund, and to do all such acts, take all such proceedings, and execute all such rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or desirable to administer the Fund and to carry out the purposes of the Agreement.
- (l) Collective Bargaining Agreements: To reject any collective bargaining agreement of an Employer and all contributions due thereunder whenever the Board of Trustees determines that any provision of said collective bargaining agreement or practice of the Employer related to the Employees covered by the collective bargaining agreement is inconsistent with the practices and rules of the Plan or Fund or is adverse to the Plan or Fund. Any such rejection shall be effective as of the date determined by the Board of Trustees (which can be retroactive to the effective date of the rejected collective bargaining agreement), and from and after said effective date, said Employer and the Employees of said Employer shall not be considered an Employer or Employee for the purposes of this Agreement or the Plan.
- (m) Subcommittees: The Trustees may appoint and delegate powers to subcommittees of Trustees, which shall have authority to act on behalf of the Board of Trustees. The notice, quorum, and voting rules in section 4.04 shall also apply to subcommittee meetings. A report shall be provided to the Trustees of subcommittee action taken.

Section 4.13 – Books and Records

The Trustees shall keep accurate books of account and records of all Fund transactions, which shall be audited annually or more often by a certified public accountant. A duly signed and certified copy of such audit shall be available to the Employers under the Plan and the Union without charge therefor being made to them.

Section 4.14 – Compensation; Expenses

No Trustee shall receive compensation for the performance of their duties.

All Trustees may be reimbursed for all reasonable and necessary expenses that they may incur in the performance of their duties.

Section 4.15 – Liability; Insurance; Indemnification

Except as may otherwise be required by ERISA or other applicable law:

- (a) No Trustee shall be liable for any error of judgment or for any Claims (as that term is

defined in paragraph (e) below) arising out of any action taken or omitted in good faith, nor for any act or omission of any other Trustee or any subcommittee of Trustees or any agent elected or appointed by or acting for the Trustees, except as provided by ERISA or any other applicable law.

- (b) The Trustees shall be permitted to procure any liability insurance permitted by law or regulation with respect to the performance of their duties.
- (c) The Trustees shall not be personally answerable for any liabilities or debts of the Plan or the Fund incurred by them as Trustees, but said debts and liabilities shall be paid out of the Trust Fund;
- (d) The Trustees shall not be personally liable for the proper application or any part of the Trust Fund or for any other liabilities arising in connection with the administration of the Plan or the Trust Fund;
- (e) To the extent not covered by insurance, the Trust Fund shall protect, indemnify, and hold harmless the Trustees and their employees and other agents, from and against any and all liabilities, damages, taxes, judgments, debts, assessments, penalties, losses, expenses, attorneys' fees, costs, and claims (hereinafter collectively referred to as "Claims") incurred by such person(s) as a result of any act, omission, or conduct committed by said person(s) in connection with the performance of his or her powers, duties, responsibilities, or obligations under the Plan, Fund, this Agreement, ERISA, the Code, or other applicable laws, except with respect to Claims as to which there is a final judgment of such person's own fraud or willful misconduct.

ARTICLE V

AMENDMENT; MERGER; TERMINATION

Section 5.01 – Amendment

- (a) Subject to the provisions set forth in this Section, the Agreement may be amended at any time by a majority vote of the Trustees at a regular or special meeting or by the written concurrence of all of the Trustees.
- (b) Amendments of the Agreement shall be made by due execution of an instrument of equal formality as the Agreement. Amendments shall not require the consent of any person.
- (c) No amendment shall be made that would authorize an unequal number of Employer Trustees and Union Trustees, or that would change the prescribed voting method when an unequal number of Employer Trustees and Union Trustees are present at a meeting.
- (d) No amendment shall be made that would cause any part of the Fund to be used for or diverted to any purpose other than the purposes of the Fund described above.

Section 5.02 – Merger, Consolidation, or Transfer of Assets

To the extent permitted under ERISA and other applicable law, the Plan and Fund may be merged or consolidated with, or a part of its assets or liabilities transferred to, any other plan

and trust at the direction of the Board of Trustees and under such terms and conditions as the Trustees shall specify.

Section 5.03 – Termination

- (a) The Trust hereunder may be terminated at any time by vote of all Trustees and with such effective date as the Trustees may determine.
- (b) In the event of a termination, the assets then remaining in the Fund, after providing for the expenses of the Plan and for any payments of benefits theretofore approved or properly due, shall be distributed in the manner determined by the Trustees consistent with the requirements of the Plan, the Code, and ERISA.
- (c) In no event shall any part of the Fund revert to the Employers or inure to the benefit of any Employer as the result of the termination of the Plan and Fund.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01 – Participant’s Rights

- (a) The existence of the Plan, the Fund, and the benefits provided hereunder shall not create or change any contract between an Employer and its Employees. For example, participation hereunder shall not grant any Participant the right to be retained in the service of the Employer, and nothing in the Trust Agreement shall be construed as a guarantee of any given periods of work or employment at any job or given level of compensation or salary for any job.
- (b) No person shall have any rights under the Plan and Fund except to the extent such rights accrue to him or her as provided in the Plan and the Trust Agreement. The Fund shall be the sole source for satisfaction of such rights, and under no circumstances shall any liability or responsibility therefor be attached to the Trustees, any Employer, or the Union, except the liability for making Employer Contributions or otherwise specifically provided for in the Trust Agreement or under applicable law.

Section 6.02 – Adoption of Trust Agreement

An Employer adopts and is bound by the Trust Agreement when it is a party or subject to a collective bargaining agreement or participation agreement obligating the Employer to make Employer Contributions.

Section 6.03 – Spendthrift

As and to the extent required or permitted by ERISA and the Code, benefits and interests in the Plan and the Fund shall not be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind, or otherwise subject to the claims of creditors (subject to the provisions of the Plan regarding qualified domestic relations orders and benefit offsets for certain violations and breaches).

Section 6.04 – Costs

All costs of administering the Plan and Fund, including the fees and expenses of agents, actuaries, accountants, counsel, and other professional consultants for the Plan, Fund, or the Trustees, shall be paid from the Fund, and no responsibility or liability therefor shall be asserted against any Employer, the Union, or the Trustees.

Section 6.05 – Separability

The Articles and Sections of the Agreement shall be deemed separable so that the invalidity of any portion shall not affect the validity of the remainder.

Section 6.06 – Compliance with the Code and ERISA

The Plan and Fund are intended to comply with all requirements for exemption under the Code and with ERISA. Accordingly, the Plan and Trust Agreement shall be construed and interpreted in such manner as to give effect to this intent.

Section 6.07 – Gender and Number

The use of the singular shall be interpreted to include the plural and the plural the singular, as the context shall require. The use of the masculine, feminine, or neuter shall be interpreted to include the masculine, feminine, or neuter, as the context shall require.

Section 6.08 – Situs; Governing Law

The Agreement is executed and delivered in Washington, D.C. To the extent not preempted by Federal law, the provisions of the Agreement and the Plan shall be governed and construed under the laws of the District of Columbia.

Section 6.09 – Resolution of Disputes; Venue

Any controversy or claim, other than collection actions governed by Section 3.05 of this Agreement, made arising out of or relating to the Plan or Fund shall be settled by arbitration in accordance with the Employee Benefit Plan Claims Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding and judgment upon the award may be entered in any court having jurisdiction thereof. Any and all such disputes shall be resolved exclusively in Washington, D.C., unless the Board of Trustees agrees in writing to resolve the dispute elsewhere.

Section 6.10 – Recovery of Mistaken Payments

If for any reason (including, but not limited to, mistake of fact or law, or reliance on any false or fraudulent statements, information, or proof submitted by a claimant) benefit payments are made to any person from the Fund in excess of the amount that is due and payable under the Plan, the Trustees (or their delegate) shall have full authority, in their or his or her sole and absolute discretion, to recover the amount of any overpayment (plus interest and costs). That authority shall include, but not be limited to: (i) the right to reduce benefits payable in the future to the person who received the overpayment, (ii) the right to reduce benefits payable to any beneficiary who is, or may become, entitled to receive payments from the Plan derived from the rights of that person, and (iii) the right to initiate legal action to recover any overpayment.

Section 6.11 – Notice

Any notice given hereunder to any of the Trustees, Employers, or the Union shall be sufficient if given in writing and delivered or sent by first class mail, fax, or electronic mail to the addressee at the address on file at the Fund office.

Section 6.12 – Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered the same instrument. The signature of a party on any counterpart shall be sufficient evidence of his or her execution thereof.

ARTICLE VII **DEFINITIONS**

Section 7.01 – Agreement / Trust Agreement

The Agreement and Declaration of Trust establishing the Service Employees International Union National Industry Pension Fund effective August 15, 1968, as amended from time to time.

Section 7.02 – Board of Trustees or Trustees

The Employer and Union Trustees, or their successors, as provided for under the Trust Agreement.

Section 7.03 – Code

The Internal Revenue Code of 1986, as the same may be amended from time to time.

Section 7.04 – Employee

A person employed by one or more Employers and represented by one or more local unions affiliated with the Service Employees International Union.

Section 7.05 – Employer

One or more persons, firms, or corporations who may employ one or more Employees and who is accepted by the Trustees for participation in the Fund, which may include (i) employers who have collective bargaining agreements with the Union or with local unions or other organization affiliated with, or related to the Union, (ii) local unions and other organizations affiliated with, or related to the Union, (iii) trust funds sponsored by the Union, local unions or organizations affiliated with, or related to the Union, and (d) any other employer or labor organization approved by the Trustees.

Section 7.06 – Employer Contributions

Payments made or required to be made to the Fund in accordance with the terms of a collective bargaining agreement, or such other contributions made or required to be made to the Fund as a result of a participation agreement executed by the Board of Trustees with an Employer. Employer Contributions also includes withdrawal liability payments.

Section 7.07 – ERISA

The Employee Retirement Income Security Act of 1974, as the same may be amended from time to time.

Section 7.08 – Fund

The Service Employees International Union National Industry Pension Fund, which shall include all funds received by the Board of Trustees in the form Employer Contributions, together with all contracts (including dividends, interest, refunds payable under such contracts) and investments made by the Board of Trustees, and all income, increments, earnings, and profits therefrom, and any and all other funds or property received and held by the Board of Trustees by reason of their acceptance of the Trust Agreement.

Section 7.09 – Participants

Employees of Employers who meet the requirements for participation in the Plan, and their spouses and beneficiaries.

Section 7.10 – Plan

The Pension Plan of the SEIU National Industry Pension Fund, as amended and restated as of January 1, 2015, and amended from time to time.

Section 7.11 – Taft-Hartley Act

The Labor-Management Relations Act of 1947, as amended from time to time.

Section 7.12 – Union

The Service Employees International Union. For purposes of this Agreement, Union shall also include local unions affiliated with the Service Employees International Union as the context shall require.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment and Restatement on this 20th day of October 2020.

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UNION TRUSTEES:

Edward J. Manko, Secretary



Arun Ivatury, Chairperson

Christopher B. Bouvier (ABM)

Roderick S. Bashir

Thomas LaMartina

David Huerta

Frank A. Maxson

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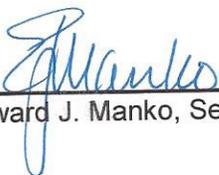
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