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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

MAY 10 2018

T SCHROEDER

## TRANSMITTAL LETTER

Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**SUBJECT: International Masonry Training and Education Foundation**

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

**FEES:**

Declaration of Trust	\$350.00
----------------------	----------

**OPTIONAL:**

Certified Copy	\$ 8.75
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**FROM: Chris Gould**

\_\_\_\_\_  
Name (Printed or typed)

2130 W. Central Boulevard

\_\_\_\_\_  
Address

Orlando, FL 32805

\_\_\_\_\_  
City, State & Zip

(813) 847-2681

\_\_\_\_\_  
Daytime Telephone number

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE  
TO FILE OR QUALIFY

International Masonry Training and Education Foundation

A Maryland TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, President of International Masonry Training and Education Foundation a  
(Name of Trust)

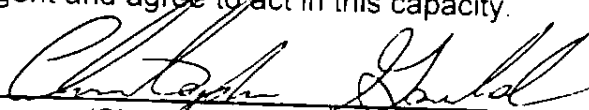
Maryland Trust hereby affirms in order to file or qualify  
(State)

International Masonry Training and Education Foundation, in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 17101 Science Drive, Bowie MSD 20715.
3. The registered agent and street address in the State of Florida is:

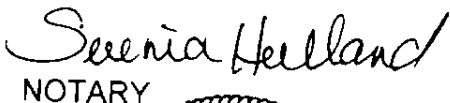
Chris Gould 2130 W. Central Boulevard, Orlando, FL 32805.

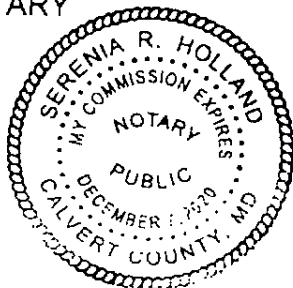
4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

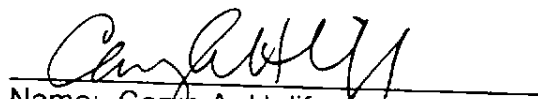


(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

  
NOTARY



  
Name: Caryn A. Halifax  
President

Filing Fee: \$350.00  
Certified Copy: \$ 8.75 (optional)

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TALLAHASSEE, FLORIDA

LGL-104427

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AGREEMENT AND DECLARATION OF TRUST  
OF  
INTERNATIONAL MASONRY TRAINING AND EDUCATION FOUNDATION

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TALLAHASSEE, FLORIDA

THIS AGREEMENT AND DECLARATION OF TRUST (the "Trust Agreement") is hereby executed effective as of December 15, 2009 by and between the International Masonry Institute ("IMI" or "Settlor"), an organization described in Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "Code"), and the individuals whose names are listed on the signature page as trustees (the "Trustees"). The trustees hereby declare and agree that they have received this day from Settlor the sum of Ten Dollars (\$10.00) and that they will hold and manage the same, and any additions to it, in trust, as follows:

1. This trust shall be called the International Masonry Training and Education Foundation (the "Trust").

2. The Trustees may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Trust Agreement; but no gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than a "charitable organization" or for other than "charitable purposes" within the meaning of such terms as defined in Section 3 of this Trust Agreement, or as shall in the opinion of the trustees, jeopardize the federal income tax exemption of this trust pursuant to section 501(c)(3) of the Code, or the corresponding section of any future federal tax code.

3. (a) It is the intention that the trust established herein shall qualify in every respect as a tax-exempt charitable trust under Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code; and notwithstanding any provision herein to the contrary,

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the terms of this Trust Agreement shall be interpreted, and the trust shall be administered, in a manner consistent with this intent.

(b) The principal and income of all property received and accepted by the Trustees to be administered under this Trust Agreement shall be held in trust by them, and the Trustees may use such contributed assets and make payments or distributions from income or principal, or both, in such amounts as the trustees shall from time to time select and determine in order to operate a training center for the support of the education and training programs for trowel trades apprentices, journeymen, or to other appropriate persons in the masonry industry in the United States and Canada, to carry out programs in furtherance thereof and to defray the reasonable expenses of administering the apprenticeship and training programs established under the provisions of the Trust Agreement including, but not limited to, payment of the costs of establishment and maintenance of apprenticeship and other training programs including sufficient personnel, salaries, services, supplies, facilities (including the leasing or acquisition of real property and improvements thereon), tools, equipment, textbooks, and other instructional materials, and such other items related to the education and training of trowel trades apprentices and journeymen as the trustees may deem practicable and desirable.

(c) No part of the net earnings of the Trust shall inure to the benefit of, or be distributable to its members, Trustees, officers or other private persons, except that the Trust shall be authorized and empowered to reimburse reasonable expenses properly and actually incurred by Trustees as permitted by Section 6 hereof and to make payments and distributions in furtherance of section 501(c)(3) purposes. No substantial part of the activities of the Trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and no part of the activities of the Trust shall be the participation in, or intervention in (including the publishing

or distribution of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

(d) Notwithstanding any other provision herein, the Trust shall not carry on any other activities not permitted to be carried on (i) by an organization exempt from federal income tax under section 501(c)(3) of the Code (or corresponding section of any future federal tax code), or (ii) by an organization, contributions to which are deductible under section 170(c)(2) of the Code (or corresponding section of any future federal tax code).

(e) In this Trust Agreement and in any amendments to it references to "charitable organizations" or "charitable organization" mean corporations, trusts, funds, foundations, or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. It is intended that the organization described in this paragraph (e) shall be entitled to exemption from federal income tax under section 501(c)(3) of the Code, or the corresponding section of any future federal tax code.

(f) In this Trust Agreement and in any amendments to it the term "charitable purposes" shall be limited to and shall include only charitable and educational purposes within the meaning of those terms as used in section 501(c)(3) of the Code, or the corresponding section

of any future federal tax code, but only such purposes as also constitute public charitable purposes under the law of trusts of Maryland.

4. The Trust shall be controlled and administered by a Board of Trustees (hereinafter called the "Board" or "Trustees"), which shall consist of twelve (12) members selected by IMI from the members of the Management Committee of IMI. IMI shall select two Co-Chairs of the Board from among the Trustees. The Trustees and Co-Chairs shall continue as Trustees and Co-Chairs, respectively until they either resign or are removed by IMI with or without cause. Any Trustee may resign through written instrument executed for that purpose and delivered to IMI. In the event of removal or resignation, death, disqualification, disability or refusal to act of any Trustee, a successor Trustee shall be selected by IMI. Such successor Trustee shall have all the rights, powers and duties of a Trustee hereunder as if originally named a Trustee. No vacancy or vacancies in the office of Trustee shall impair the power of the remaining Trustees acting in the manner provided herein to administer the affairs of the Trust, pending the filling of such vacancy or vacancies. Each of the Co-Chairs shall designate five other Trustees as Trustees in his class (each Trustee along with the first Co-Chair to designate are referred to as the "Class A Trustees" and shall be chosen from among the IMI Management Committee members appointed by the International Union of Bricklayers & Allied Craftworkers (hereinafter called "Union"), and the Trustees designated by the second Co-Chair, along with such Co-Chair are referred to as the "Class B Trustees" and shall be chosen from among the IMI Management Committee members appointed by the International Council of Employers of Bricklayers & Allied Craftworkers (hereinafter called "Employer")). The Class A (Union) Trustees shall at all times have six (6) votes, and the Class B (Employer) Trustees shall at all times have six (6) votes, said votes to be allocated equally among the respective Trustees in attendance. A quorum at meetings shall be

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three Class A Trustees and three Class B Trustees. Votes may be submitted in writing by absentee Trustees, but such votes shall not increase the total vote of either the Class A or Class B Trustees, nor be counted for the establishing of a quorum at any meeting. All decisions by the Board shall require at least seven (7) votes.

5. In the event the Trustees deadlock with respect to any matter relating to the administration of the Trust, distribution of the Trust, or any other matter relating to the Trust, including the adoption of rules and regulations, but excluding amendments to the Trust, the issue shall be submitted to a final determination by an arbitrator. The issue to be determined shall be referred in writing to the arbitrator selected by the two Co-Chairs. In the event that no agreement can be reached upon an arbitrator after an attempt has been made to do so for at least five days, either Co-Chair may petition the United States District Court for the District of Columbia for designation of an arbitrator. The matter shall be submitted to the arbitrator within five days from the date of his selection. His decision shall be rendered within fifteen days thereafter, and such decision shall be conclusive, final and binding upon the parties, the Board of Trustees, and all persons dealing therewith. Any and all expenses incurred by the Board of Trustees in the proceeding shall be paid by the Trust.

6. The Trustees shall serve without compensation for their services as such, however a trustee may receive reasonable reimbursement of expenses properly and actually incurred in the performance of his duties with the Trust. Any such payments shall be an expense of the administration of the Trust.

7. Any and all monies received by the Trustees hereunder shall be deposited in the name of this Trust in such bank or banks as the Trustees may agree upon. Any and all withdrawals of monies from such account or accounts shall be by check bearing the signature of

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CLERK OF DISTRICT COURT  
TALLAHASSEE, FLORIDA

the person or persons designated by the Trustees.

8. The Trustees shall designate in writing the name or names of the person or persons who are authorized to sign checks in the manner above stated. The Board of Trustees shall furnish notice to the bank or banks in which any account or accounts are maintained in the name of this Trust, giving the name(s) and specimen signatures of the person or persons who are authorized to sign checks which are drawn on such account or accounts.

9. The Board may authorize an employee to sign checks drawn on an account or accounts deposited in a bank or banks in the name of this Trust. In all such instances the bonding provisions of Section 10 and notice provisions of Section 8 shall apply to an employee so designated.

10. The Trustees shall obtain and maintain bonding as required under Section 412 of the Employee Retirement Income Security Act of 1974 ("ERISA"). The cost of the premiums on bonding shall be an administrative expense of this Trust.

11. The Trustees may obtain for the Trust the so-called fiduciary responsibility (errors and omissions) insurance. Premiums for such insurance, if any, shall be an administrative expense of the Trust; premiums, if any, for so-called non-recourse riders or endorsements covering the Trustees or any other fiduciary shall not be borne by the Trust.

12. For the purpose of this Trust, the fiscal year shall terminate on each December 31.

13. The Trustees shall maintain true and accurate books of account and records of all transactions in the administration of this Trust. The Trustees shall provide for an annual audit of such books of account and records by a certified public accountant. A statement of the results of such audit shall be furnished to IMI and made available for inspection by interested persons at the principal office of the Trust.

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TALLAHASSEE, FLORIDA

14. Subsequent to the deposit of monies as provided in Section 7 above, the Trustees shall have the authority to manage, control and invest the assets of the Trust, as is prudent and consistent with the requirements of the Code and ERISA. Said authority may be delegated by the Trustees to one or more investment managers pursuant to section 402(c)(3) of ERISA. Assets of the Trust may be invested in commingled funds and terms of such trusts are hereby adopted.

15. No Trustee or fiduciary shall be liable or responsible for his own acts or non-action or for any acts or defaults of any other fiduciary or party in interest or any other person except to the extent liability is imposed by ERISA or to the extent that exemption from liability is inconsistent with the Trust qualifying as an organization described in Section 501(c)(3) of the Code. The Trustees and fiduciaries, to the extent permitted by ERISA and the Code, shall incur no liability in acting upon any instrument, application, notice, request, signed letter, telegram or other paper or document believed by them to be genuine and to contain a true statement of facts, and to be signed by the proper person. The Trustees and fiduciaries may from time to time consult with the Trust's legal counsel, accountant, investment manager, investment consultant, and any other professionals; to the extent permitted by ERISA and the Code, the Trustees and fiduciaries shall not be held liable for their reasonable and good-faith reliance upon the advice of such professionals. To the extent permitted by ERISA and the Code, no Trustee or fiduciary shall in any way be liable or responsible for anything done or committed in the administration of the Trust prior to the date he became a Trustee or fiduciary or subsequent to his service as such. To the extent permitted by ERISA and the Code, no Trustee or fiduciary shall be personally liable for any liabilities or debts of the Trust, nor for the inability of the Trust to fulfill any contract or obligation; all liabilities and obligations of the Trust shall be paid by the Trust itself.

16. The Trustees are hereby authorized to promulgate such rules and regulations of

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CLERK OF THE DISTRICT COURT  
ALABAMA  
TALLAHASSEE

this Trust, consistent with its purposes, including but not limited to the business to be conducted at regular or special meetings or otherwise, the collection of contributions, the investing of Trust assets, the payment of compensation/expenses, obtaining and maintaining tax exempt status under the Code, and complying with ERISA. The Trustees are hereby authorized to do or take all acts as they, in their discretion, may deem necessary or advisable to develop such reasonable programs, rules and regulations to implement their authority as granted in this Trust Agreement. The Co-Chairs may execute any certificate or document jointly on behalf of the Trustees, and such execution shall be deemed execution by all the Trustees.

17. This Trust Agreement may be amended by written agreement of the Trustees, but no amendment shall be made which will in any manner divert the Trust as then constituted to any purpose other than as contemplated herein, or authorize the trustees to conduct the affairs of this trust in any manner or for any purpose contrary to the provisions of section 501(c)(3) of the Code, or the corresponding section of any future federal tax code. An amendment of the provisions of this Section 17 (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the trustees' amending power. All instruments amending this Trust Agreement shall be noted upon or kept attached to the executed original of the Trust Agreement held by the trustees.

18. It is the intention of the parties to conduct all of the affairs of this Trust in accordance with all applicable law. However, in the event that any of the provisions of this Trust Agreement are held to be illegal or invalid for any reason by a court of competent jurisdiction, such illegality or invalidity shall not affect the remaining provisions of the agreement unless such illegality or invalidity prevents the accomplishment of the purposes and objectives of this Trust Agreement.

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19. The Trust shall continue in perpetuity unless the Trustees terminate it. In the event of termination of the Trust, the Trustees shall pay all of the indebtedness of the Trust and shall use all of the remaining monies in the Trust, if any, for the continuance of apprenticeship and other educational programs then operating and of the type herein contemplated (within the meaning of Internal Revenue Code section 501(c)(3) (or corresponding section of any future federal tax code)), until such remaining monies have been exhausted, or so nearly so as may be practicable. Any remaining assets shall be disposed of exclusively for the purposes of the Trust to an organization or organizations organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue Law) contributions to which are deductible under sections 170(c)(2) 2055(a)(2) and 2522(a)(2) of the Code (or the corresponding provisions of any future United States Internal Revenue Law). The Board of Trustees shall determine how the Trust's assets will be distributed in accordance with the foregoing sentence.

20. It is neither intended or anticipated that the Trust shall be a private foundation, however, notwithstanding any other provision of this Trust Agreement, during any period that the trust is a private foundation as described in Section 509 of the Code, the trustees shall distribute the income of said trust for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code; and the trustees shall be prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Code, from retaining or acquiring any excess business holdings as defined in Section 4943(c) of the Code which would subject the trust to tax under Section 4943 of the Code, from retaining or making any investments which would subject the trust to tax under Section 4944 of the Code,

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TALLAHASSEE, FLORIDA

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and from making any taxable expenditures as defined in Section 4945(d) of the Code.

Furthermore, the trustees shall be prohibited from engaging in any act or transaction which would cause this trust to fail to qualify as a charitable organization under Sections 170(c), 2055(a), and 2522(a), respectively, of the Code.

21. In this Trust Agreement and in any amendment to it, references to "Trustees" mean the one or more Trustees, whether original or successor, for the time being in office.

22. Any person may rely on a copy, certified by a notary public, of the executed original of this Trust Agreement held by the Trustees, and of any of the notations on it and writings attached to it, as fully as he might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be a Trustee under this Trust Agreement. No one dealing with the Trustees need inquire concerning the validity of anything the Trustees purport to do. No one dealing with the Trustees need see to the application of anything paid or transferred to or upon the order of the Trustees of the Trust.

23. This Trust Agreement is to be governed in all respects by the laws of Maryland; provided, however, that the Trustees of this Trust shall have the authority and power, by written instrument, to change the situs of this Trust to any other jurisdiction if the Trustees, in their sole and absolute opinion, shall deem such change to be necessary or desirable; and upon such change of situs, the Trust shall thereafter be administered and governed in accordance with the laws of such designated jurisdiction.

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IN WITNESS WHEREOF, the Settlor and the aforesaid Trustees have set their hands as of the date(s) indicated below to certify that this Agreement was duly adopted by the Trustees effective as of December 15, 2009.

SETTLOR:

International Masonry Institute

By: John J. Flynn

Name: John J. Flynn

Title: IMI C6-Chair

By: Fred Kinatader

Name: Fred Kinatader

Title: IMI Co-Chair

TRUSTEES:

International Masonry Training and Education  
Foundation

By: John J. Flynn

Date: 12/15/09

By: Fred Kinatader

Date: 12/15/09

By: James B. [Signature]

Date: 12/15/09

By: [Signature]

Date: 12/15/09

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TRUSTEES (cont.):

International Masonry Training and Education  
Foundation

By: [Signature]

Date: 1/20/10

By: [Signature]

Date: 12/15/09

By: [Signature]

Date: 12/15/09

By: [Signature]

Date: 12/15/09

By: [Signature]

Date: 12/15/09

By: [Signature]

Date: 1/22/10

By: [Signature]

Date: 12/15/09

By: \_\_\_\_\_

Date: \_\_\_\_\_

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AMENDMENT TO THE AGREEMENT AND DECLARATION OF TRUST OF THE  
INTERNATIONAL MASONRY TRAINING AND EDUCATION FOUNDATION

**WHEREAS**, the Board of Trustees of the INTERNATIONAL MASONRY TRAINING AND EDUCATION FOUNDATION ("Training Fund"), established by an Agreement and Declaration of Trust dated December 15, 2009 ("Trust Agreement") maintain the Training Fund; and

**WHEREAS**, the Trustees, acting pursuant to Paragraph 17 of the Trust Agreement, have determined that the Trust Agreement should be amended;

**NOW, THEREFORE**, the Trust Agreement is hereby amended effective March 12, 2013 as follows, with additions shown in underline, and deletions shown by strikethrough:

Paragraph 3, subsection (b):

(b) The principal and income of all property received and accepted by the Trustees to be administered under this Trust Agreement shall be held in trust by them, and the Trustees may use such contributed assets and make payments or distributions from income or principal, or both, in such amounts as the trustees shall from time to time select and determine in order to operate a national training program including one or more training centers for the support of the education and training programs for trowel trades apprentices, journeymen, or to other appropriate persons in the masonry industry in the United States and Canada, to carry out programs in furtherance thereof and to defray the reasonable expenses of administering the apprenticeship and training programs established under the provisions of the Trust Agreement including, but not limited to, payment of the costs of establishment and maintenance of apprenticeship and other training programs including sufficient personnel, salaries, services, supplies, facilities (including the leasing or acquisition of real property and improvements thereon), tools, equipment, textbooks, and other instructional materials, and such other items related to the education and training of trowel trades apprentices and journeymen as the trustees may deem practicable and desirable.

Paragraph 4:

4. The Trust shall be controlled and administered by a Board of Trustees (hereinafter called the "Board" or "Trustees"), which shall consist of twelve (12) members originally selected by IMI from the members of the Management Committee of IMI. IMI shall select two original Co-Chairs of the Board from among the Trustees. The Trustees and Co-Chairs shall continue as Trustees and Co-Chairs, respectively until they either resign

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TALLAHASSEE, FLORIDA

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or are removed by ~~IMI~~ the Union with respect to the Union Trustees or by the Employer with respect to the Employer Trustees with or without cause. Any Trustee may resign through written instrument executed for that purpose and delivered to ~~IMI~~ the Board of Trustees. In the event of removal or resignation, death, disqualification, disability or refusal to act of any Trustee, a successor Trustee shall be selected by ~~IMI~~ the Union with respect to replacement of a Union Trustee and by the Employer with respect to an Employer Trustee. Such successor Trustee shall have all the rights, powers and duties of a Trustee hereunder as if originally named a Trustee. No vacancy or vacancies in the office of Trustee shall impair the power of the remaining Trustees acting in the manner provided herein to administer the affairs of the Trust, pending the filling of such vacancy or vacancies. Each of the original Co-Chairs shall designate five other Trustees as Trustees in his class (each Trustee along with the first Co-Chair to designate are referred to as the "Class-A Union Trustees" and shall be chosen from among the IMI Management Committee members appointed by the International Union of Bricklayers & Allied Craftworkers (hereinafter called "Union"), and the Trustees designated by the second Co-Chair, along with such Co-Chair are referred to as the "Class-B Employer Trustees" and shall be chosen from among the IMI Management Committee members appointed by the International Council of Employers of Bricklayers & Allied Craftworkers (hereinafter called "Employer")). The Class-A Union Trustees shall at all times have six (6) votes, and the Employer Trustees shall at all times have six (6) votes, said votes to be allocated equally among the respective Trustees in attendance. A quorum at meetings shall be three Class-A Union Trustees and three Class-B Employer Trustees. Votes may be submitted in writing by absentee Trustees, but such votes shall not increase the total vote of either the Class-A Union or Class-B Employer Trustees, nor be counted for the establishing of a quorum at any meeting. All decisions by the Board shall require at least seven (7) votes.

A new Paragraph 5 shall be added, with remaining paragraphs to be renumbered accordingly:

5. The Co-Chairs shall serve as an Executive Committee of the Board of Trustees and shall meet with the President between meetings of the Trustees to review financial reports and program activities, to make short-term program and budget adjustments, to establish Committees and appoint the Trustees thereon, one-half of whom shall be from each side, and to perform such other duties as they are authorized or instructed to perform by the Trustees.

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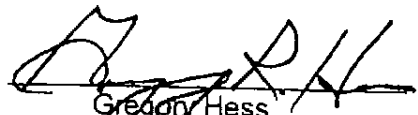
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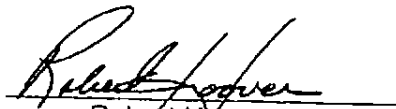
IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed on March 12, 2013.

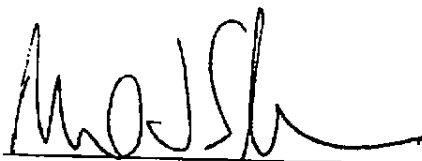
Employer Trustees:

  
Fred Kinatader

\_\_\_\_\_  
Eugene George


  
Gregory Hess

  
Robert Hoover

  
Mike Schmerbeck

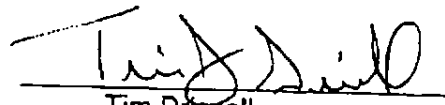
  
John Trendell

Union Trustees:

  
James Boland

  
Henry Kramer

  
Gerard Scarano

  
Tim Driscoll

  
Charles Raso

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