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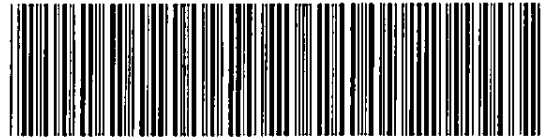
(Business Entity Name)

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SECTION 1 STATE
TALLAHASSEE, FLORIDA

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY
SOUTHERN DISTRICT UBC TRAINING TRUST FUND
A TEXAS TAFT-HARTLEY TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of Southern District UBC Training Trust Fund, a Texas Taft-Hartley Trust, hereby affirms in order to file or qualify Southern District UBC Training Trust Fund in the State of Florida:

1. Two or more persons are named in the Trust.
2. The principal address of the Trust is 2840 NW 27th Avenue, Fort Lauderdale, FL 33311.
3. The registered agent and street address in the State of Florida is:

Jimmie Jordan, Jr.
110 W. Reynolds Street, Suite 208, Plant City, FL 33563.

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.

Jimmie Jordan Jr.
(Signature of Jimmie Jordan, Jr., 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.

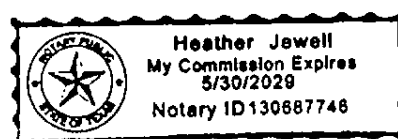
Jason Engels
Jason Engels, Chairman of the Board of Trustees

STATE OF TEXAS)
COUNTY OF COLLIN)

This Affidavit was acknowledged before me on June 24 2025, by Jason Engels, Chairman of the Board of Trustees of the Southern District UBC Training Trust Fund, on behalf of said entity.

Heather Jewell
Notary Public, State of Texas

My Commission Expires: 5/30/29



**AGREEMENT AND DECLARATION OF TRUST OF THE
SOUTHERN DISTRICT UBC TRAINING TRUST FUND**

THIS AGREEMENT AND DECLARATION OF TRUST of the Southern District UBC Training Trust Fund is made and entered into effective the 1st day of January, 2025, by the Board of Trustees, which includes persons designated by the Union to serve as Trustees hereunder, hereinafter referred to as "Union Trustees," and persons designated by the Employers signatory to a Collective Bargaining Agreement within the jurisdiction of the Union (the "Employers") to serve as Trustees hereunder, hereinafter referred to as the "Employer Trustees," duly authorized hereunder.

WHEREAS, the Union includes three Regional Councils of the United Brotherhood of Carpenters and Joiners of America, namely the Central South Carpenters Regional Council, the Florida Carpenters Regional Council, and the Southeastern Carpenters Regional Council; and

WHEREAS, the Union and the Employers recognize the mutual benefits to be derived from an organized apprenticeship and training program, and the Collective Bargaining Agreements provide among other things for the establishment and funding of apprenticeship trust funds; and

WHEREAS, the Union and the Employers hereby establish this apprenticeship trust fund for educational and training purposes throughout the geographic areas covered by the Union, to be known as the Southern District UBC Training Trust Fund (the "Trust Fund"); and

WHEREAS, Collective Bargaining Agreements and other written agreements with the Employers contain provisions for the payment of contributions to apprenticeship and training funds consistent with making those required contributions to the Trust Fund; and

WHEREAS, it is desired that this Agreement and Declaration of Trust will conform to the applicable requirements of the Labor Management Relations Act of 1947, as amended, and the rules and regulations issued thereunder, that the Trust Fund will apply for and obtain an exemption as a labor organization under Section 501(c)(5) of the Internal Revenue Code and the regulations issued thereunder, and that the Trust Fund will comply with the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations issued thereunder; and

WHEREAS, the Employer Trustees and the Union Trustees who have subscribed to this Agreement and Declaration of Trust have separately and jointly agreed that this Agreement and Declaration of Trust shall set forth the rights and duties of the Employers and the Union and the Trustees with respect to the administration and operation of the Trust Fund herein created.

NOW, THEREFORE, the Board of Trustees, designated and in office as such, have executed this Agreement and Declaration of Trust indicating their acceptance of the respective duties imposed upon them as Trustees under the terms of this Agreement.

NOW, THEREFORE, BE IT RESOLVED, effective January 1, 2025, the terms of Southern District UBC Training Trust Fund are as follows:

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ARTICLE I DEFINITIONS

Section 1.1 Association. The term "Association" shall mean any Association which acts as collective bargaining representative for a group of Employers that may become signatory to this Trust Agreement or otherwise obligates its member contractors to contribute to this Trust Fund.

Section 1.2 Collective Bargaining Agreement. The term "Collective Bargaining Agreement" shall mean any agreement between any Employer or Association and the Union relating to wages, hours or working conditions which may require contributions or payment to this Trust.

Section 1.3 Contributions. The term "Contributions" as used herein shall mean payments required to be made to the Trust Fund by an Employer.

Section 1.4 Deductions. The term "Deductions" as used herein shall mean the deductions required to be withheld from an Employee for the purpose of contributing to the Fund, if any.

Section 1.5 Employee. The term "Employee" as used herein shall mean:

- (a) A person who is employed under the terms and conditions of a collective bargaining agreement entered into between an Employer as defined herein and the Union as defined herein, and on whose behalf payments are required by such Collective Bargaining Agreement or applicable law to be made to the Fund by the Employer, provided that the term Employee shall not include any person who is the sole proprietor or partner of the Employer; or
- (b) A person on whose behalf the Employer, as defined herein, has a duly executed agreement with the Union, as described herein, to provide for the making of payments to the Trust Fund with respect to both employees represented by the Union and employees other than those represented by the Union.

Section 1.6 Employer. The term "Employer" as used herein shall mean:

- (a) Any person, firm, association, partnership or corporation that has a Collective Bargaining Agreement with the Union requiring periodic contributions to the Fund created by this Trust Agreement and who employs any person for whom a contribution is made or required to be made into the Fund.
- (b) An employer who has duly executed or is bound by an agreement to make payments to the Trust Fund with respect to employees other than those represented by the Union.
- (c) The Union, which, for the purpose of making the required contributions into the Trust Fund, shall be considered as the Employer of the employees of the Union for whom the Union contributes to the Trust Fund.

Section 1.7 Trust Agreement. The term "Trust Agreement" as used herein shall mean this instrument, including all amendments and modifications as may from time and time be made.

Section 1.8 Trust Fund or Fund. The term "Trust Fund" or "Fund" as used herein shall refer to any property or asset in whatever form or manner, and any and all actions of the Trustees for the benefit of the beneficiaries and participants of the Fund as authorized by this Trust Agreement.

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STATE OF TEXAS
COUNTY OF DALLAS

Section 1.9 Trustees. The term "Trustees" as used herein shall mean the persons designated by the parties hereto to administer this Fund together with their successors designated and appointed in accordance with the terms of this Trust Agreement.

Section 1.10 Union. The term "Union" as used herein, shall mean the Central South Carpenters Regional Council, the Florida Carpenters Regional Council, the Southeastern Carpenters Regional Council, and all subordinate entities to the Councils.

ARTICLE II PURPOSE OF THE TRUST AND APPLICATION OF THE FUND

Section 2.1 Purpose. The Trust is created for the purpose of providing qualified instructors, books, materials and equipment to persons eligible under apprentice and journeyman training programs. The cost of the training programs will be defrayed by the contributions and deductions required to be made by the Employers to the Trust Fund. These contributions may be used for the cost of administering the Trust Fund, including remuneration to be paid the Administrator and other personnel who the Trustees deem necessary; for the purchase of books, equipment and materials, as well as to pay the wages or other remuneration for qualified instructors and for such other purposes as are hereinafter set forth.

Section 2.2 Application. The Trust Fund shall be used for the training and education of apprentices and journeypersons, the establishment and maintenance of training schools, the furnishings and supplying of facilities, tools, equipment, text books, and other materials and supplies for the training of apprentices and for the education and refresher training of journeypersons in the carpenter and millwright trades and related skills, and for such other matters and purposes directly related to training as the Board of Trustees in their sole discretion may determine.

ARTICLE III BOARD OF TRUSTEES

Section 3.1 Appointments and Administration. This Fund shall be administered by a Board of Trustees with up to thirty (30) Trustees appointed by the Employers and designated as "Employer" or "Management" Trustees, and up to thirty (30) Trustees appointed by the Union and designated as "Employee" or "Union" Trustees. There shall be representation by both millwright and carpenter contractors on the Board if possible.

Section 3.2 Officers. The officers of the Board of Trustees shall be a Chairman and a Secretary who shall be elected for such term as the Trustees may designate. At no times shall both of these offices be held by solely Employer or Employee Trustees. Initially, the Chairman shall be Jason Engels, an Employee Trustee, and the Secretary shall be Preston Taylor, an Employer Trustee.

The Chairman and the Secretary are designated as an Executive Committee, with authority to take action between meetings of the Board of Trustees. The Chairman and Secretary shall have the authority to negotiate contracts, agreements, certifications and documents; to sign deeds and other documents as necessary to implement the details of actions approved by the Board of Trustees; to perform, or cause to be performed, administrative functions that may be required.

between Board meetings in the management of the Plan and Trust in accordance with the Trust Agreement; and to exercise such other powers that are delegated to them by the Board, provided they shall not have powers which do not belong to the Trustees or which are inconsistent with the Trust Agreement.

The Executive Committee shall have the authority to decide whether or not an e-mail discussion and vote of all Trustees is necessary for any particular action between formal meetings of the Board of Trustees. Actions taken by the Executive Committee will be reviewed during the subsequent meetings of the Board of Trustees, at which time the Board of Trustees shall decide whether or not to ratify such actions.

Section 3.3 Compensation and Expense Reimbursement Policy. The Trustees shall ensure that the Fund has a Compensation and Expense Reimbursement Policy in effect consistent with all applicable laws, statutes, and regulations. The Trustees shall not receive compensation for the performance of their duties but may receive a reasonable per diem or travel allowance for attending meetings of the Board and shall be reimbursed for all reasonable and necessary expenses which they incur in the performance of their duties, including expenses that they may incur in defending or prosecuting any prudent action brought by or against them by virtue of serving as Trustees.

Section 3.4 Terms. Each Trustee as named and each successor Trustee shall continue to serve as such until death, incapacity, resignation, or removal.

Section 3.5 Resignations. A Trustee may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving thirty (30) days written notice to the remaining Trustees, or such shorter notice as the remaining Trustees may accept as sufficient, in which notice there shall be stated a date on which such resignation shall take effect, and such resignation shall take effect on the date specified in the notice unless a successor Trustee shall have been appointed at an earlier date, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

Section 3.6 Removal of Employer Trustee. An Employer Trustee may be removed from office, with or without cause, at any time by majority action of the Employer Trustees or Employers, written notice of such action to be delivered to the Chairman and Secretary of the Board of Trustees.

Section 3.7 Removal of Employee Trustee. An Employee Trustee may be removed from office, with or without cause, at any time by the Union, written notice of such action to be delivered to the Chairman and Secretary of the Board of Trustees.

Section 3.8 Successor Employer Trustees. If an Employer Trustee shall die, become incapable of acting hereunder, resign, or be removed, a Successor Employer Trustee shall immediately be appointed by the remaining Employer Trustees. Such appointment shall be in writing and shall be delivered to the Chairman and Secretary of the Board of Trustees serving at the time.

Section 3.9 Successor Employee Trustees. If an Employee Trustee shall die, become incapable of acting hereunder, resign, or be removed, a Successor Employee Trustee shall immediately be appointed by the Union. Such appointment shall be in writing and shall be delivered to the Chairman and Secretary of the Board of Trustees serving at the time.

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DALLAS COUNTY

Section 3.10 Successor Trustees. Any Successor Trustee shall immediately upon his appointment as a Successor Trustee and his acceptance of the Trusteeship in writing, become vested with all the property rights, powers and duties of a Trustee without the necessity of any formal conveyance or other instrument of title.

Section 3.11 Limitation of Liability of Trustees. No Trustee shall be personally liable or responsible for any acts or defaults of any co-Trustee, any other fiduciary, any party-in-interest or any other person except in accordance with applicable law. Specifically, the Trustees shall not be liable for the acts or omissions of any investment manager, attorney, agent or assistant employed by them pursuant to this Trust Agreement, if such investment manager, attorney, agent or assistant was selected pursuant to this Trust Agreement and such person's performance was periodically reviewed by the Trustees who found such performance to be satisfactory (provided that nothing herein shall relieve any Corporate Trustee of any liability with regard to the performance of its employees). No Successor Trustees shall in any way be liable or responsible for anything done or committed in the administration of the Trust prior to the date they become Trustees.

Section 3.12 Office of the Fund. The principal office of the Trust Fund shall be located and maintained at such place as the Trustees may from time to time designate. At such office, and at such other places as may be required by law, there shall be maintained the books and records pertaining to the Trust Fund and its administration.

Section 3.13 Power to Act in Case of Vacancy. No vacancy or vacancies on the Board of Trustees shall impair the power of the remaining Trustees, acting in the manner provided by this Trust Agreement, to administer the affairs of the Trust Fund notwithstanding the existence of such vacancy or vacancies.

Section 3.14 Meetings and Notices. The Trustees shall meet at least once every four (4) months and at such other times as they deem it necessary to transact their business. Meetings may be held by telephone or by videoconference if approved by the Trustees. The Chairman or the Secretary of the Board of Trustees may, and upon the written request of any four (4) Trustees shall call a meeting of the Trustees at any time, by giving at least seven (7) days' written notice of the time and place thereof to the remaining Trustees, via email or regular mail. A meeting of the Trustees may be held at any time with one days' notice if all the Trustees consent thereto in writing.

Section 3.15 Attendance at Meeting and Minutes. All official meetings of the Trustees shall be attended only by the Trustees and shall not be open to the public, except that there may attend such other persons as may be designated by the Trustees, or when invited so to do, and as may be otherwise required by law. Written minutes, a copy of which shall be furnished with reasonable promptness to each Trustee, shall be kept of all business transacted and of all matters upon which voting shall have occurred. Such minutes shall be approved by the signature of an Employer Trustee and of an Employee Trustee.

Section 3.16 Quorum. Except as otherwise provided for in this Trust Agreement, six (6) Trustees present in person at any meeting of the Board of Trustees shall constitute a quorum for the transaction of business, provided that at least two (2) Trustees from each side, Employer and Employee, are present.

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Section 3.17 Voting and Action without Meeting.

- (a) Each Trustee shall have one vote on all matters. However, should the number of Employer Trustees and the number of Employee Trustees be unequal, then, and in that event, the vote of the Trustees shall be increased among those Trustees present representing the same group, Union or Employer, as the case may be, represented by the lesser number of Trustees, so that an equal vote of the Union or Employer Trustees, as the case may be, shall be cast.
- (b) Any action taken by the Trustees, except as herein otherwise provided shall be by affirmative vote of a majority of the votes cast at a meeting.
- (c) Action by the Trustees on any proposition may also be taken without a meeting if all of the Trustees agree in writing to consider the issues without a meeting, which writings may be done via email.

Section 3.18 Manner of Acting in the Event of Deadlock.

- (a) A deadlock shall be deemed to exist whenever a proposal, nomination, motion or resolution made or proposed by any one of the Trustees is not adopted or rejected by a majority vote and the maker of the proposal, nomination, motion or resolution notifies the remaining Trustees in writing that a deadlock exists. In such case, the proposal, nomination, motion or resolution made will be determined not to have passed.
- (b) In the event of such deadlock arising, the Trustees shall meet for the purposes of agreeing upon an impartial umpire to break such deadlock by deciding the dispute in question. In the event of the inability of the Trustees to agree upon the selection of such impartial umpire within a reasonable time, then, on the petition of either group of Trustees, the United States District Court covering the area of the headquarters of the Fund shall be asked to appoint such impartial umpire. Such impartial umpire shall immediately proceed to hear the dispute between the Trustees and decide such dispute, and the decision and award of such umpire shall be final and binding upon the parties. The reasonable compensation of such umpire and the costs and expense (including, without limitation, reasonable and proper attorneys and reporter fees) incidental to any proceedings instituted to break a deadlock shall be paid by the Trust Fund.
- (c) Any impartial umpire selected or designated to break a deadlock shall be required to enter his or her decision within a reasonable time fixed by the Trustees. The scope of any such proceeding before such impartial umpire shall be limited to the provisions of this Trust Agreement, to the provisions of the rules, regulations and by-laws adopted by the Trustees and the training plan/standards established by them. The impartial umpire shall have no jurisdiction or authority to change or modify the provisions of this Trust Agreement or to decide any issue arising under or involving the interpretation of any Collective Bargaining Agreement between the Union and Employers, and such impartial umpire shall have no power to authority to change or modify any provisions of any such Collective Bargaining Agreement.

**ARTICLE IV
CONTRIBUTIONS AND ELECTIONS**

Section 4.1 Employer Contributions. Each Employer shall make prompt contributions or payments to the Trust Fund in such amount and under the terms as are provided for in the applicable Collective Bargaining Agreement in effect from time to time between the Employer

and its bargaining representative and the Union. Each Employer agrees that such contributions shall constitute an absolute obligation to the Trust Fund, and such obligation shall not be subject to set-off or counterclaim which the Employer may have for any liability of the Employer, the Union or of an Employee.

Section 4.2 Collections and Enforcement of Payments. The Trustees shall have the power to demand, collect and receive Employer payments and all of the money and property to which the Trustees may be entitled, and shall hold the same until applied to the purposes provided in this Trust Agreement. They shall take such steps, including the institution and prosecution of, or the intervention in, such legal or administrative proceedings as the Trustees in their sole discretion determine to be in the best interest of the Trust Fund to effectuate the collection or preservation of such payments, money and property which may be owed to the Trust Fund, without prejudice, however, to the rights of the Union to take whatever steps it deems necessary and wishes to undertake for such purposes. The Trustees are additionally authorized to adopt a delinquency policy to determine the manner of collection of payments, the imposition of penalties, liquidated damages and interest, and the assessment of the costs of collecting delinquent contributions.

Section 4.3 Production of Records. Each Employer shall promptly furnish to the Trustees, upon reasonable demand, the names and current addresses of its employees, their Social Security numbers, the hours worked by each employee and such other information as the Trustees may reasonably require in connection with the administration of the Trust Fund and for no other purpose. Should any Employer refuse to assist the Fund in the activities of this section and legal or other costs are incurred in acquiring such records, the Employer shall pay all costs of the Fund.

Section 4.4 Audit. The Trustees shall have the power to, by their auditor, audit the payroll records (including payroll tax returns) of each Employer whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administration of the Trust. The audit shall be at any reasonable time during the business hours of the Employer, or it may be conducted by uploading the necessary data to a portal as directed by the auditor. In the event that the audit discloses that the Employer has underpaid his contributions, the Trustees may require the Employer to pay the cost of the audit.

ARTICLE V POWERS AND DUTIES OF TRUSTEES

Section 5.1 Conduct of Trust Business. The Trustees shall have general supervision of the operation of the Trust Fund and shall conduct the business and activities of the Trust Fund in accordance with this Trust Agreement and applicable law. The Trustees shall hold, manage and protect the Trust Fund and collect the income there from and contributions thereto. The Trustees may, in the course of conducting the business of the Trust, execute all instruments in the name of the Fund, which instruments shall be signed by at least one Employer Trustee and one Employee Trustee; provided, however, any one Trustee may execute legal documents to commence and process lawsuits to enforce trust collections on behalf of the Trustees.

Section 5.2 Use of Fund. The Trustees shall have the power and authority to use and apply Trust Fund for the following purposes:

- (a) to pay or provide for the payments of all reasonable and necessary expenses:

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STATE OF MONTANA

- (i) of collecting Employer contributions and payments and other monies and property to which they may be entitled; and
- (ii) of administering the affairs of this Trust, including the employment of such administrative, professional, legal, expert and clerical assistance, the purchase or lease of such premises, materials, supplies and equipment and the performance of such other acts, as the Trustees in their sole discretion find necessary or appropriate in the performance of their duties;
- (b) to provide a plan of education, apprenticeship, and training;
- (c) to establish and accumulate such reserve funds as the Trustees, in their sole discretion, deem necessary and desirable for the proper execution of the Trust herein created; and
- (d) to pay all other proper and necessary expenses incurred by any Trustee not specified above, including the cost of defense in litigation arising out of the Trusteeship of this Trust Fund, to the extent permitted by law.

Section 5.3 Additional Authority. The Trustees are hereby empowered, in addition to such other powers as are set forth herein or conferred by law:

- (a) to enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration of the Trust Fund, and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on the parties hereto and on the Participants involved;
- (b) to keep property and securities registered in the names of the Trustees or the Fund or in the name of any other individual or entity duly designated by the Trustees, including one or more limited liability companies or other Title-Holding entities under IRC 501(c)(2);
- (c) to establish, accumulate, and invest such reasonable reserve funds as the Trustees, in their sole discretion, deem necessary or desirable to carry out the purposes of the Trust Fund;
- (d) to pay out of the Trust 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 Trust Fund, or any money, property or securities forming a part thereof;
- (e) to do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder;
- (f) to buy, sell, exchange, lease, convey, mortgage or dispose of any property, whether real or personal, at any time forming a part of the Trust Fund upon such terms as they may deem proper, and to execute and deliver any and all instruments of conveyance, lease, mortgage and transfer in connection therewith;
- (g) to establish such subcommittees, as the Trustees deem necessary and which report directly to the Trustees, for the purpose of efficiently addressing issues which may arise during the day-to-day affairs of the Trust Fund.

Section 5.4 Bonds. The Trustees shall obtain from an authorized surety company such bonds as may be required by law covering such persons and, in such amounts, (but not less than required by law) as the Trustees, in their discretion, may determine is necessary. The cost of premiums for such bonds shall be paid out of the Trust Fund.

Section 5.5 Insurance. The Trustees may in their discretion obtain and maintain policies of insurance, to the extent permitted by law, to insure themselves, the Trust Fund as such, as well as employees or agents of the Trustees and of the Trust Fund, while engaged in activities for and on

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behalf of the Trust Fund.

Section 5.6 Construction and Determination by Trustees. Subject to the stated purposes of the Fund and the provisions of this Trust Agreement, the Trustees shall have full and exclusive authority to determine all questions of coverage and eligibility, methods of providing or arranging for training, and all other related matters. They shall have full power to construe the provisions of this Trust Agreement, the terms used herein, and the by-laws and regulations issued thereunder. Any such determination and any such construction adopted by the Trustees in good faith shall be binding upon all of the parties; however, this clause shall not affect the rights and liabilities of any of the parties under any Collective Bargaining Agreement.

Section 5.7 Liability. The Trustees, to the extent permitted by applicable law, shall incur no liability in acting upon any instruments, application, notice, request, signed letter, telegram or other paper or document, believed by them to be genuine, to contain a true statement of facts, and to be signed by the proper person.

Section 5.8 Advice of Counsel. The Trustees may, in their discretion, employ legal counsel upon any legal question arising out of this Trust Agreement or the administration of this Fund, and any action taken by the Trustees upon the advice of counsel shall be regarded as prudent and the Trustees shall be held completely harmless and fully protected in acting and relying upon the advice of such counsel.

ARTICLE VI TERMINATION OF TRUST

Section 6.1 Conditions of Termination. This Trust Agreement shall cease and terminate upon the happening of any one or more of the following events:

- (a) in the event the Trust Fund shall, in the opinion of the Trustees, be inadequate to carry out the intent and purpose of this Trust Agreement, or be inadequate to meet the payments due or to become due under this Trust Agreement;
- (b) in the event of termination by action of the Union and the Employers or as may be otherwise provided by law.

Section 6.2 Procedure in Event of Termination. In the event of termination, the Trustees shall:

- (a) make provision out of the Trust Fund for the payment of expenses incurred up to the date of termination of the Trust and the expenses incidental to such termination;
- (b) arrange for a final audit and report of their transactions and accounts, for the purpose of Termination of their Trusteeship;
- (c) apply the Trust Fund to pay any and all obligations of the Trust and distribute and apply any remaining surplus in such manner which insures that such assets will be distributed for the exempt purposes of the Trust Fund, or to the Federal Government, or to a State or local government, for a public purpose, or such assets may be distributed by a court to another organization to be used in such manner as in the judgment of the court will best accomplish the exempt purposes for which the Trust Fund was organized; and
- (d) give any notices and prepare and file any reports that may be required by law.

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**ARTICLE VII
MISCELLANEOUS**

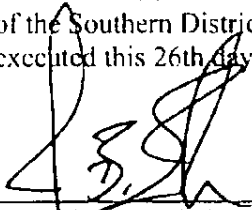
Section 7.1 Effect of Payment on Employer. An Employer shall, by the making of payments to the Trust Fund pursuant to a Collective Bargaining Agreement or other written agreement, be deemed to have accepted and be bound by this Trust Agreement.


Section 7.2 Savings Clause. Should any provision of this Trust be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely affect the other provisions herein contained or the application of said provisions to any other person or instance, unless such illegality shall make impossible the functioning of this Fund.

Section 7.3 Merger. The Trustees shall have the power to merge with any other fund established for similar purposes as this Trust Fund under terms and conditions mutually agreeable to the respective Boards of Trustees, when such merger will strengthen and benefit the Fund and not adversely affect the actuarial soundness of the Fund.

Section 7.4 Amendment of Trust Agreement. This Agreement and Declaration of Trust may be amended in any respect from time to time by majority vote of both Employee Trustees and Employer Trustees provided that a majority of the Trustees shall duly execute each amendment in writing and it shall be annexed hereto.

IN WITNESS WHEREOF, the Trustees have caused this Agreement and Declaration of Trust of the Southern District UBC Training Trust Fund to be effective as of January 1, 2025, and executed this 26th day of February, 2025.



Jason Engels, Chairman

Preston Taylor, Secretary

(See the following pages for Signatures of Additional Trustees)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

~~Handwritten signature~~

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Richard Grant

James B. J.

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Reginald

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David Heston

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Nate Hill

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Man D. Tuer

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James Kelly

Monte Simpson

Whiz Ma

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Leslie Allen Coor

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TALLAHASSEE, FLORIDA

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**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY
SOUTHERN DISTRICT UBC TRAINING TRUST FUND
A TEXAS TAFT-HARTLEY TRUST**

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TALLAHASSEE, FLORIDA
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In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of Southern District UBC Training Trust Fund, a Texas Taft-Hartley Trust, hereby affirms in order to file or qualify Southern District UBC Training Trust Fund in the State of Florida:

1. Two or more persons are named in the Trust.
2. The principal address of the Trust is 2840 NW 27th Avenue, Fort Lauderdale, FL 33311.
3. The registered agent and street address in the State of Florida is:

Jimmie Jordan, Jr.
110 W. Reynolds Street, Suite 208, Plant City, FL 33563.

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.

Jimmie Jordan Jr
(Signature of Jimmie Jordan, Jr., Registered Agent)

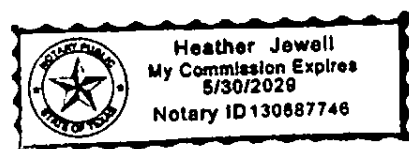
5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

Jason Engels
Jason Engels, Chairman of the Board of Trustees

STATE OF TEXAS)
COUNTY OF COLLIN)

This Affidavit was acknowledged before me on June 24 2025, by Jason Engels, Chairman of the Board of Trustees of the Southern District UBC Training Trust Fund, on behalf of said entity.

Heather Jewell
Notary Public, State of Texas
My Commission Expires: 5/30/29



AGREEMENT AND DECLARATION OF TRUST OF THE SOUTHERN DISTRICT UBC TRAINING TRUST FUND

THIS AGREEMENT AND DECLARATION OF TRUST of the Southern District UBC Training Trust Fund is made and entered into effective the 1st day of January, 2025, by the Board of Trustees, which includes persons designated by the Union to serve as Trustees hereunder, hereinafter referred to as "Union Trustees," and persons designated by the Employers signatory to a Collective Bargaining Agreement within the jurisdiction of the Union (the "Employers") to serve as Trustees hereunder, hereinafter referred to as the "Employer Trustees," duly authorized hereunder.

WHEREAS, the Union includes three Regional Councils of the United Brotherhood of Carpenters and Joiners of America, namely the Central South Carpenters Regional Council, the Florida Carpenters Regional Council, and the Southeastern Carpenters Regional Council; and

WHEREAS, the Union and the Employers recognize the mutual benefits to be derived from an organized apprenticeship and training program, and the Collective Bargaining Agreements provide among other things for the establishment and funding of apprenticeship trust funds; and

WHEREAS, the Union and the Employers hereby establish this apprenticeship trust fund for educational and training purposes throughout the geographic areas covered by the Union, to be known as the Southern District UBC Training Trust Fund (the "Trust Fund"); and

WHEREAS, Collective Bargaining Agreements and other written agreements with the Employers contain provisions for the payment of contributions to apprenticeship and training funds consistent with making those required contributions to the Trust Fund; and

WHEREAS, it is desired that this Agreement and Declaration of Trust will conform to the applicable requirements of the Labor Management Relations Act of 1947, as amended, and the rules and regulations issued thereunder, that the Trust Fund will apply for and obtain an exemption as a labor organization under Section 501(c)(5) of the Internal Revenue Code and the regulations issued thereunder, and that the Trust Fund will comply with the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations issued thereunder; and

WHEREAS, the Employer Trustees and the Union Trustees who have subscribed to this Agreement and Declaration of Trust have separately and jointly agreed that this Agreement and Declaration of Trust shall set forth the rights and duties of the Employers and the Union and the Trustees with respect to the administration and operation of the Trust Fund herein created.

NOW, THEREFORE, the Board of Trustees, designated and in office as such, have executed this Agreement and Declaration of Trust indicating their acceptance of the respective duties imposed upon them as Trustees under the terms of this Agreement.

NOW, THEREFORE, BE IT RESOLVED, effective January 1, 2025, the terms of the Southern District UBC Training Trust Fund are as follows:

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**ARTICLE I
DEFINITIONS**

Section 1.1 Association. The term "Association" shall mean any Association which acts as collective bargaining representative for a group of Employers that may become signatory to this Trust Agreement or otherwise obligates its member contractors to contribute to this Trust Fund.

Section 1.2 Collective Bargaining Agreement. The term "Collective Bargaining Agreement" shall mean any agreement between any Employer or Association and the Union relating to wages, hours or working conditions which may require contributions or payment to this Trust.

Section 1.3 Contributions. The term "Contributions" as used herein shall mean payments required to be made to the Trust Fund by an Employer.

Section 1.4 Deductions. The term "Deductions" as used herein shall mean the deductions required to be withheld from an Employee for the purpose of contributing to the Fund, if any.

Section 1.5 Employee. The term "Employee" as used herein shall mean:

- (a) A person who is employed under the terms and conditions of a collective bargaining agreement entered into between an Employer as defined herein and the Union as defined herein, and on whose behalf payments are required by such Collective Bargaining Agreement or applicable law to be made to the Fund by the Employer, provided that the term Employee shall not include any person who is the sole proprietor or partner of the Employer; or
- (b) A person on whose behalf the Employer, as defined herein, has a duly executed agreement with the Union, as described herein, to provide for the making of payments to the Trust Fund with respect to both employees represented by the Union and employees other than those represented by the Union.

Section 1.6 Employer. The term "Employer" as used herein shall mean:

- (a) Any person, firm, association, partnership or corporation that has a Collective Bargaining Agreement with the Union requiring periodic contributions to the Fund created by this Trust Agreement and who employs any person for whom a contribution is made or required to be made into the Fund.
- (b) An employer who has duly executed or is bound by an agreement to make payments to the Trust Fund with respect to employees other than those represented by the Union.
- (c) The Union, which, for the purpose of making the required contributions into the Trust Fund, shall be considered as the Employer of the employees of the Union for whom the Union contributes to the Trust Fund.

Section 1.7 Trust Agreement. The term "Trust Agreement" as used herein shall mean this instrument, including all amendments and modifications as may from time and time be made.

Section 1.8 Trust Fund or Fund. The term "Trust Fund" or "Fund" as used herein shall refer to any property or asset in whatever form or manner, and any and all actions of the Trustees for the benefit of the beneficiaries and participants of the Fund as authorized by this Trust Agreement.

Section 1.9 Trustees. The term "Trustees" as used herein shall mean the persons designated by the parties hereto to administer this Fund together with their successors designated and appointed in accordance with the terms of this Trust Agreement.

Section 1.10 Union. The term "Union" as used herein, shall mean the Central South Carpenters Regional Council, the Florida Carpenters Regional Council, the Southeastern Carpenters Regional Council, and all subordinate entities to the Councils.

ARTICLE II PURPOSE OF THE TRUST AND APPLICATION OF THE FUND

Section 2.1 Purpose. The Trust is created for the purpose of providing qualified instructors, books, materials and equipment to persons eligible under apprentice and journeyman training programs. The cost of the training programs will be defrayed by the contributions and deductions required to be made by the Employers to the Trust Fund. These contributions may be used for the cost of administering the Trust Fund, including remuneration to be paid the Administrator and other personnel who the Trustees deem necessary; for the purchase of books, equipment and materials, as well as to pay the wages or other remuneration for qualified instructors and for such other purposes as are hereinafter set forth.

Section 2.2 Application. The Trust Fund shall be used for the training and education of apprentices and journeypersons, the establishment and maintenance of training schools, the furnishings and supplying of facilities, tools, equipment, text books, and other materials and supplies for the training of apprentices and for the education and refresher training of journeypersons in the carpenter and millwright trades and related skills, and for such other matters and purposes directly related to training as the Board of Trustees in their sole discretion may determine.

ARTICLE III BOARD OF TRUSTEES

Section 3.1 Appointments and Administration. This Fund shall be administered by a Board of Trustees with up to thirty (30) Trustees appointed by the Employers and designated as "Employer" or "Management" Trustees, and up to thirty (30) Trustees appointed by the Union and designated as "Employee" or "Union" Trustees. There shall be representation by both millwright and carpenter contractors on the Board if possible.

Section 3.2 Officers. The officers of the Board of Trustees shall be a Chairman and a Secretary who shall be elected for such term as the Trustees may designate. At no times shall both of these offices be held by solely Employer or Employee Trustees. Initially, the Chairman shall be Jason Engels, an Employee Trustee, and the Secretary shall be Preston Taylor, an Employer Trustee.

The Chairman and the Secretary are designated as an Executive Committee, with authority to take action between meetings of the Board of Trustees. The Chairman and Secretary shall have the authority to negotiate contracts, agreements, certifications and documents; to sign deeds and other documents as necessary to implement the details of actions approved by the Board of Trustees; to perform, or cause to be performed, administrative functions that may be required.

between Board meetings in the management of the Plan and Trust in accordance with the Trust Agreement; and to exercise such other powers that are delegated to them by the Board, provided they shall not have powers which do not belong to the Trustees or which are inconsistent with the Trust Agreement.

The Executive Committee shall have the authority to decide whether or not an e-mail discussion and vote of all Trustees is necessary for any particular action between formal meetings of the Board of Trustees. Actions taken by the Executive Committee will be reviewed during the subsequent meetings of the Board of Trustees, at which time the Board of Trustees shall decide whether or not to ratify such actions.

Section 3.3 Compensation and Expense Reimbursement Policy. The Trustees shall ensure that the Fund has a Compensation and Expense Reimbursement Policy in effect consistent with all applicable laws, statutes, and regulations. The Trustees shall not receive compensation for the performance of their duties but may receive a reasonable per diem or travel allowance for attending meetings of the Board and shall be reimbursed for all reasonable and necessary expenses which they incur in the performance of their duties, including expenses that they may incur in defending or prosecuting any prudent action brought by or against them by virtue of serving as Trustees.

Section 3.4 Terms. Each Trustee as named and each successor Trustee shall continue to serve as such until death, incapacity, resignation, or removal.

Section 3.5 Resignations. A Trustee may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving thirty (30) days written notice to the remaining Trustees, or such shorter notice as the remaining Trustees may accept as sufficient, in which notice there shall be stated a date on which such resignation shall take effect, and such resignation shall take effect on the date specified in the notice unless a successor Trustee shall have been appointed at an earlier date, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

Section 3.6 Removal of Employer Trustee. An Employer Trustee may be removed from office, with or without cause, at any time by majority action of the Employer Trustees or Employers, written notice of such action to be delivered to the Chairman and Secretary of the Board of Trustees.

Section 3.7 Removal of Employee Trustee. An Employee Trustee may be removed from office, with or without cause, at any time by the Union, written notice of such action to be delivered to the Chairman and Secretary of the Board of Trustees.

Section 3.8 Successor Employer Trustees. If an Employer Trustee shall die, become incapable of acting hereunder, resign, or be removed, a Successor Employer Trustee shall immediately be appointed by the remaining Employer Trustees. Such appointment shall be in writing and shall be delivered to the Chairman and Secretary of the Board of Trustees serving at the time.

Section 3.9 Successor Employee Trustees. If an Employee Trustee shall die, become incapable of acting hereunder, resign, or be removed, a Successor Employee Trustee shall immediately be appointed by the Union. Such appointment shall be in writing and shall be delivered to the Chairman and Secretary of the Board of Trustees serving at the time.

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Section 3.10 Successor Trustees. Any Successor Trustee shall immediately upon his appointment as a Successor Trustee and his acceptance of the Trusteeship in writing, become vested with all the property rights, powers and duties of a Trustee without the necessity of any formal conveyance or other instrument of title.

Section 3.11 Limitation of Liability of Trustees. No Trustee shall be personally liable or responsible for any acts or defaults of any co-Trustee, any other fiduciary, any party-in-interest or any other person except in accordance with applicable law. Specifically, the Trustees shall not be liable for the acts or omissions of any investment manager, attorney, agent or assistant employed by them pursuant to this Trust Agreement, if such investment manager, attorney, agent or assistant was selected pursuant to this Trust Agreement and such person's performance was periodically reviewed by the Trustees who found such performance to be satisfactory (provided that nothing herein shall relieve any Corporate Trustee of any liability with regard to the performance of its employees). No Successor Trustees shall in any way be liable or responsible for anything done or committed in the administration of the Trust prior to the date they become Trustees.

Section 3.12 Office of the Fund. The principal office of the Trust Fund shall be located and maintained at such place as the Trustees may from time to time designate. At such office, and at such other places as may be required by law, there shall be maintained the books and records pertaining to the Trust Fund and its administration.

Section 3.13 Power to Act in Case of Vacancy. No vacancy or vacancies on the Board of Trustees shall impair the power of the remaining Trustees, acting in the manner provided by this Trust Agreement, to administer the affairs of the Trust Fund notwithstanding the existence of such vacancy or vacancies.

Section 3.14 Meetings and Notices. The Trustees shall meet at least once every four (4) months and at such other times as they deem it necessary to transact their business. Meetings may be held by telephone or by videoconference if approved by the Trustees. The Chairman or the Secretary of the Board of Trustees may, and upon the written request of any four (4) Trustees shall call a meeting of the Trustees at any time, by giving at least seven (7) days' written notice of the time and place thereof to the remaining Trustees, via email or regular mail. A meeting of the Trustees may be held at any time with one days' notice if all the Trustees consent thereto in writing.

Section 3.15 Attendance at Meeting and Minutes. All official meetings of the Trustees shall be attended only by the Trustees and shall not be open to the public, except that there may attend such other persons as may be designated by the Trustees, or when invited so to do, and as may be otherwise required by law. Written minutes, a copy of which shall be furnished with reasonable promptness to each Trustee, shall be kept of all business transacted and of all matters upon which voting shall have occurred. Such minutes shall be approved by the signature of an Employer Trustee and of an Employee Trustee.

Section 3.16 Quorum. Except as otherwise provided for in this Trust Agreement, six (6) Trustees present in person at any meeting of the Board of Trustees shall constitute a quorum for the transaction of business, provided that at least two (2) Trustees from each side, Employer and Employee, are present.

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Section 3.17 Voting and Action without Meeting.

- (a) Each Trustee shall have one vote on all matters. However, should the number of Employer Trustees and the number of Employee Trustees be unequal, then, and in that event, the vote of the Trustees shall be increased among those Trustees present representing the same group, Union or Employer, as the case may be, represented by the lesser number of Trustees, so that an equal vote of the Union or Employer Trustees, as the case may be, shall be cast.
- (b) Any action taken by the Trustees, except as herein otherwise provided shall be by affirmative vote of a majority of the votes cast at a meeting.
- (c) Action by the Trustees on any proposition may also be taken without a meeting if all of the Trustees agree in writing to consider the issues without a meeting, which writings may be done via email.

Section 3.18 Manner of Acting in the Event of Deadlock.

- (a) A deadlock shall be deemed to exist whenever a proposal, nomination, motion or resolution made or proposed by any one of the Trustees is not adopted or rejected by a majority vote and the maker of the proposal, nomination, motion or resolution notifies the remaining Trustees in writing that a deadlock exists. In such case, the proposal, nomination, motion or resolution made will be determined not to have passed.
- (b) In the event of such deadlock arising, the Trustees shall meet for the purposes of agreeing upon an impartial umpire to break such deadlock by deciding the dispute in question. In the event of the inability of the Trustees to agree upon the selection of such impartial umpire within a reasonable time, then, on the petition of either group of Trustees, the United States District Court covering the area of the headquarters of the Fund shall be asked to appoint such impartial umpire. Such impartial umpire shall immediately proceed to hear the dispute between the Trustees and decide such dispute, and the decision and award of such umpire shall be final and binding upon the parties. The reasonable compensation of such umpire and the costs and expense (including, without limitation, reasonable and proper attorneys and reporter fees) incidental to any proceedings instituted to break a deadlock shall be paid by the Trust Fund.
- (c) Any impartial umpire selected or designated to break a deadlock shall be required to enter his or her decision within a reasonable time fixed by the Trustees. The scope of any such proceeding before such impartial umpire shall be limited to the provisions of this Trust Agreement, to the provisions of the rules, regulations and by-laws adopted by the Trustees and the training plan/standards established by them. The impartial umpire shall have no jurisdiction or authority to change or modify the provisions of this Trust Agreement or to decide any issue arising under or involving the interpretation of any Collective Bargaining Agreement between the Union and Employers, and such impartial umpire shall have no power to authority to change or modify any provisions of any such Collective Bargaining Agreement.

ARTICLE IV CONTRIBUTIONS AND ELECTIONS

Section 4.1 Employer Contributions. Each Employer shall make prompt contributions payments to the Trust Fund in such amount and under the terms as are provided for in the applicable Collective Bargaining Agreement in effect from time to time between the Employer

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and its bargaining representative and the Union. Each Employer agrees that such contributions shall constitute an absolute obligation to the Trust Fund, and such obligation shall not be subject to set-off or counterclaim which the Employer may have for any liability of the Employer, the Union or of an Employee.

Section 4.2 Collections and Enforcement of Payments. The Trustees shall have the power to demand, collect and receive Employer payments and all of the money and property to which the Trustees may be entitled, and shall hold the same until applied to the purposes provided in this Trust Agreement. They shall take such steps, including the institution and prosecution of, or the intervention in, such legal or administrative proceedings as the Trustees in their sole discretion determine to be in the best interest of the Trust Fund to effectuate the collection or preservation of such payments, money and property which may be owed to the Trust Fund, without prejudice, however, to the rights of the Union to take whatever steps it deems necessary and wishes to undertake for such purposes. The Trustees are additionally authorized to adopt a delinquency policy to determine the manner of collection of payments, the imposition of penalties, liquidated damages and interest, and the assessment of the costs of collecting delinquent contributions.

Section 4.3 Production of Records. Each Employer shall promptly furnish to the Trustees, upon reasonable demand, the names and current addresses of its employees, their Social Security numbers, the hours worked by each employee and such other information as the Trustees may reasonably require in connection with the administration of the Trust Fund and for no other purpose. Should any Employer refuse to assist the Fund in the activities of this section and legal or other costs are incurred in acquiring such records, the Employer shall pay all costs of the Fund.

Section 4.4 Audit. The Trustees shall have the power to, by their auditor, audit the payroll records (including payroll tax returns) of each Employer whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administration of the Trust. The audit shall be at any reasonable time during the business hours of the Employer, or it may be conducted by uploading the necessary data to a portal as directed by the auditor. In the event that the audit discloses that the Employer has underpaid his contributions, the Trustees may require the Employer to pay the cost of the audit.

ARTICLE V POWERS AND DUTIES OF TRUSTEES

Section 5.1 Conduct of Trust Business. The Trustees shall have general supervision of the operation of the Trust Fund and shall conduct the business and activities of the Trust Fund in accordance with this Trust Agreement and applicable law. The Trustees shall hold, manage and protect the Trust Fund and collect the income there from and contributions thereto. The Trustees may, in the course of conducting the business of the Trust, execute all instruments in the name of the Fund, which instruments shall be signed by at least one Employer Trustee and one Employee Trustee; provided, however, any one Trustee may execute legal documents to commence and process lawsuits to enforce trust collections on behalf of the Trustees.

Section 5.2 Use of Fund. The Trustees shall have the power and authority to use and apply the Trust Fund for the following purposes:

- (a) to pay or provide for the payments of all reasonable and necessary expenses:

- (i) of collecting Employer contributions and payments and other monies and property to which they may be entitled; and
- (ii) of administering the affairs of this Trust, including the employment of such administrative, professional, legal, expert and clerical assistance, the purchase or lease of such premises, materials, supplies and equipment and the performance of such other acts, as the Trustees in their sole discretion find necessary or appropriate in the performance of their duties;
- (b) to provide a plan of education, apprenticeship, and training;
- (c) to establish and accumulate such reserve funds as the Trustees, in their sole discretion, deem necessary and desirable for the proper execution of the Trust herein created; and
- (d) to pay all other proper and necessary expenses incurred by any Trustee not specified above, including the cost of defense in litigation arising out of the Trusteeship of this Trust Fund, to the extent permitted by law.

Section 5.3 Additional Authority. The Trustees are hereby empowered, in addition to such other powers as are set forth herein or conferred by law;

- (a) to enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration of the Trust Fund, and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on the parties hereto and on the Participants involved;
- (b) to keep property and securities registered in the names of the Trustees or the Fund or in the name of any other individual or entity duly designated by the Trustees, including one or more limited liability companies or other Title-Holding entities under IRC 501(c)(2);
- (c) to establish, accumulate, and invest such reasonable reserve funds as the Trustees, in their sole discretion, deem necessary or desirable to carry out the purposes of the Trust Fund;
- (d) to pay out of the Trust 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 Trust Fund, or any money, property or securities forming a part thereof;
- (e) to do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder;
- (f) to buy, sell, exchange, lease, convey, mortgage or dispose of any property, whether real or personal, at any time forming a part of the Trust Fund upon such terms as they may deem proper, and to execute and deliver any and all instruments of conveyance, lease, mortgage and transfer in connection therewith;
- (g) to establish such subcommittees, as the Trustees deem necessary and which report directly to the Trustees, for the purpose of efficiently addressing issues which may arise during the day-to-day affairs of the Trust Fund.

Section 5.4 Bonds. The Trustees shall obtain from an authorized surety company such bonds as may be required by law covering such persons and, in such amounts, (but not less than required by law) as the Trustees, in their discretion, may determine is necessary. The cost of premiums for such bonds shall be paid out of the Trust Fund.

Section 5.5 Insurance. The Trustees may in their discretion obtain and maintain policies of insurance, to the extent permitted by law, to insure themselves, the Trust Fund as such, as well as employees or agents of the Trustees and of the Trust Fund, while engaged in activities for and on

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behalf of the Trust Fund.

Section 5.6 Construction and Determination by Trustees. Subject to the stated purposes of the Fund and the provisions of this Trust Agreement, the Trustees shall have full and exclusive authority to determine all questions of coverage and eligibility, methods of providing or arranging for training, and all other related matters. They shall have full power to construe the provisions of this Trust Agreement, the terms used herein, and the by-laws and regulations issued thereunder. Any such determination and any such construction adopted by the Trustees in good faith shall be binding upon all of the parties; however, this clause shall not affect the rights and liabilities of any of the parties under any Collective Bargaining Agreement.

Section 5.7 Liability. The Trustees, to the extent permitted by applicable law, shall incur no liability in acting upon any instruments, application, notice, request, signed letter, telegram or other paper or document, believed by them to be genuine, to contain a true statement of facts, and to be signed by the proper person.

Section 5.8 Advice of Counsel. The Trustees may, in their discretion, employ legal counsel upon any legal question arising out of this Trust Agreement or the administration of this Fund, and any action taken by the Trustees upon the advice of counsel shall be regarded as prudent and the Trustees shall be held completely harmless and fully protected in acting and relying upon the advice of such counsel.

ARTICLE VI TERMINATION OF TRUST

Section 6.1 Conditions of Termination. This Trust Agreement shall cease and terminate upon the happening of any one or more of the following events:

- (a) in the event the Trust Fund shall, in the opinion of the Trustees, be inadequate to carry out the intent and purpose of this Trust Agreement, or be inadequate to meet the payments due or to become due under this Trust Agreement;
- (b) in the event of termination by action of the Union and the Employers or as may be otherwise provided by law.

Section 6.2 Procedure in Event of Termination. In the event of termination, the Trustees shall:

- (a) make provision out of the Trust Fund for the payment of expenses incurred up to the date of termination of the Trust and the expenses incidental to such termination;
- (b) arrange for a final audit and report of their transactions and accounts, for the purpose of Termination of their Trusteeship;
- (c) apply the Trust Fund to pay any and all obligations of the Trust and distribute and apply any remaining surplus in such manner which insures that such assets will be distributed for the exempt purposes of the Trust Fund, or to the Federal Government, or to a State or local government, for a public purpose, or such assets may be distributed by a court to another organization to be used in such manner as in the judgment of the court will best accomplish the exempt purposes for which the Trust Fund was organized; and
- (d) give any notices and prepare and file any reports that may be required by law.

**ARTICLE VII
MISCELLANEOUS**

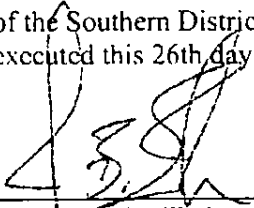
Section 7.1 Effect of Payment on Employer. An Employer shall, by the making of payments to the Trust Fund pursuant to a Collective Bargaining Agreement or other written agreement, be deemed to have accepted and be bound by this Trust Agreement.

Section 7.2 Savings Clause. Should any provision of this Trust be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely affect the other provisions herein contained or the application of said provisions to any other person or instance, unless such illegality shall make impossible the functioning of this Fund.

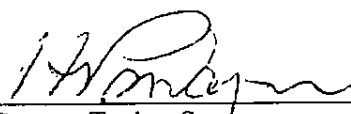
Section 7.3 Merger. The Trustees shall have the power to merge with any other fund established for similar purposes as this Trust Fund under terms and conditions mutually agreeable to the respective Boards of Trustees, when such merger will strengthen and benefit the Fund and not adversely affect the actuarial soundness of the Fund.

Section 7.4 Amendment of Trust Agreement. This Agreement and Declaration of Trust may be amended in any respect from time to time by majority vote of both Employee Trustees and Employer Trustees provided that a majority of the Trustees shall duly execute each amendment in writing and it shall be annexed hereto.

IN WITNESS WHEREOF. the Trustees have caused this Agreement and Declaration of Trust of the Southern District UBC Training Trust Fund to be effective as of January 1, 2025, and executed this 26th day of February, 2025.



Jason Engels, Chairman



Preston Taylor, Secretary

(See the following pages for Signatures of Additional Trustees)

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TALLAHASSEE, FLORIDA

~~Handwritten signature~~

~~Handwritten signature~~

Richard Shaw

James B. ...

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Reginald ...

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David ...

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Nate ...

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Wm D. ...

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James ...

Monte ...

Whiz ...

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Sister ...

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THE YOUNGDAHL LAW FIRM, P.C.



4203 MONTROSE BOULEVARD, SUITE 280
HOUSTON, TEXAS 77006-5427
(281) 996-0750
FAX (281) 996-0725



June 24, 2025

Department of State
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Via Federal Express

Re: Declaration of Trust

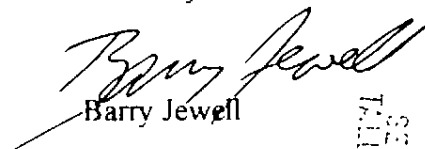
Dear Madam or Sir:

Enclosed is an original and one copy of the Affidavit to the Florida Secretary of State to File or Qualify Southern District UBC Training Trust Fund to do business in the State of Florida, along with a copy of the Declaration of Trust, and a check in the amount of \$350.00 for the filing fee.

Please file this Declaration of Trust and return the file-marked copy to me at the above address.

I work remotely, so if you have any questions please call me on my cell phone at (501) 626-1694, or email me at bjewell@youngdahl.com. Thank you.

Sincerely,


Barry Jewell

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