

RESTATED
AGREEMENT AND DECLARATION OF TRUST
SARASOTA FIREFIGHTERS' INSURANCE TRUST FUND

(Restated as of April 23, 2014)

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WHEREAS, Sarasota County has entered into a collective bargaining agreement with Suncoast Professional Fire Fighters and Paramedics, Local 2546, International Association of Fire Fighters which provides for the establishment of a trust fund to furnish full or partial health insurance premiums and medical expense reimbursements, and for contributions to be made to the trust fund by Sarasota County and by participants; and

WHEREAS, the sums payable to the Fund are for the purposes of providing full or partial health insurance premiums and medical expense reimbursements, as now are or may hereafter be established by the Trust Fund's Board of Trustees and authorized or permitted by law for eligible Employees, as defined in the Plan Document; and

WHEREAS, the Trustees have been duly appointed in accordance with the provisions of this Agreement and Declaration of Trust:

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is hereby agreed as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Employer. The term "Employer" as used herein shall mean:

(a) Sarasota County, Florida, a political subdivision of the State of Florida.

(b) Any other entity which is or becomes obligated, pursuant to a collective bargaining agreement with the Union, to make the required contributions into the Trust Fund.

(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 who were Participants in the fund at the time they became employees of the Union for whom the Union contributes to the Trust Fund.

Section 1.2 Union. The term "Union" as used herein, shall mean Suncoast Professional Fire Fighters and Paramedics, Local 2546, International Association of Fire Fighters, its successors and assigns.

Section 1.3 Employee. The term "Employee" as used herein shall mean:

(a) Any Employee represented by the Union and working for an Employer as defined herein.

(b) An elected or appointed Officer or Employee of the Union, its state or district affiliate, council, or International Parent body, who was a participant in the Trust Fund at the time she or he became an employee of the Union.

(c) Former employees of the Employer's Fire Department; and

(d) Other employees of the Sarasota County Fire Department who are members of the Union and for whom the Trustees agree to accept contributions.

Section 1.4 Participant. The term "Participant" shall mean any Employee or former Employee who is or may be eligible to receive a benefit of any type from this Fund.

Section 1.5 Beneficiary. The term "Beneficiary" shall mean a participant, who by the terms of the Plan created pursuant to this Agreement and Declaration of Trust is or may become entitled to a benefit, thereunder.

Section 1.6 Trustees. The term "Trustees" as used herein shall mean the Trustees designated in this Trust Agreement, together with their successors, designated and appointed in accordance with the terms of this Trust Agreement.

Section 1.7 Trust Fund. "Trust", "Trust Fund" and "Fund" as used herein shall mean the entire trust estate of SARASOTA FIREFIGHTERS' INSURANCE TRUST FUND as it may, from time to time be constituted, including, but not limited to, all funds received in the form of contributions, together with all contracts (including dividends, interest, refunds, and other sums payable to the Trustees on account of such contracts), all investments made and held by the Trustees, all income, increments, earnings and profits therefrom, and any and all other property or funds received and held by the Trustees by reason of their acceptance of this Agreement and Declaration of Trust.

Section 1.8 Trust Agreement. The term "Trust Agreement" or "Agreement and Declaration of Trust" as used herein shall mean this instrument, including all amendments and modifications as may from time to time be made.

Section 1.9 ERISA. The term "ERISA" as used herein shall mean the Employee Retirement Income Security Act of 1974 and any amendments as may from time to time be made thereto, any regulations promulgated pursuant to the provisions of ERISA, and any binding decisions or rulings by any court or agency interpreting or construing said law, as though ERISA applied to the Trust Fund.

Section 1.10 Plan. The term "Plan" shall mean the plan, program, method, rules, and procedures for the payment of benefits from the Trust Fund established by the Agreement and Declaration of Trust and amendments thereto.

Section 1.11 Contributions. The term "contributions" shall mean the payments required of any Employer or participant, as defined above, for this Fund for or on behalf of participants.

Section 1.12 Collective Bargaining Agreement. The term "collective bargaining agreement" as used herein shall mean any collective bargaining agreement to which the Union is a party, and any extension, amendment, modification, renewal or successor thereof, which requires Employers to make payments to this Trust.

Section 1.13 Consultant. The term "consultant" as used herein shall mean any person or entity who, for compensation, advises, represents, or provides other assistance to the Trustees concerning the establishment, or operation of the Plan as defined in Section 1.10.

Section 1.14 Administrative Manager. The term "Administrative Manager" as used herein shall mean that person or company defined in Section 5.8 of the Agreement and Declaration of Trust.

Section 1.15 Administrator. The term "Administrator" as used herein shall mean the Board of Trustees as defined in Section 1.6 herein.

Section 1.16 Custodian. The term "custodian" as used herein shall mean one who is officially entrusted with guarding and keeping records and documents of this Trust Fund.

Section 1.17 Named Fiduciary. The term "named fiduciary" as used herein shall mean the Board of Trustees as defined in Section 1.6 herein.

Section 1.18 Fiduciary. The term "fiduciary" as used herein shall mean any person who, with respect to the plan to the extent that such person or firm (i) exercises any discretionary authority or discretionary control respecting management or disposition of its assets; (ii) renders investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of the plan, or has any authority or responsibility to do so; or (iii) has any discretionary authority or discretionary responsibility in the administration of the plan. Such term includes any person designated by the Board of Trustees to perform and/or carry out fiduciary responsibilities hereunder.

Section 1.19 Normal Retirement Age. The term "normal retirement age" shall mean:

- (1) Age 55 and at least 10 years of employment with an employer; or
- (2) Age 52 and at least 25 years of such employment which can include up to 4 years of military service, as defined by the Florida Retirement System; or
- (3) 25 years of continuous such employment regardless of age; or

(4) 30 years of such employment regardless of age, which can include up to 4 years of military service, as defined by the Florida Retirement System.

For persons who become participants after the effective date hereof, employment with any other entity prior to becoming an employee of an employer, as defined herein, shall not be counted as employment for purposes of determining whether a participant has reached normal retirement age.

"Employment", as used herein, for employees of governmental entities, shall mean employment by the governmental entity's fire department in a position for which state certification as a firefighter, EMT, or paramedic is required. For persons employed by the Sarasota County Fire Department on the effective date hereof, employment by the South Trail, Fruitville or Northeast Fire Control Districts which became Metropolitan Sarasota Fire Rescue District and South County Ambulance District immediately before being employed by the Sarasota County Fire Department shall be counted as employment.

Section 1.20 Disabled. The term "disabled" shall mean receipt of an in-line-of-duty disability benefit from the Florida Retirement System.

ARTICLE II

CREATION AND PURPOSES OF FUND

Section 2.1 Creation. The Trust Fund is created, established and maintained, and the Trustees agree to receive, hold and administer the Trust Fund, for the purpose of providing such benefits as now are, or hereafter may be authorized or permitted by law for participants and in accordance with the provisions set forth herein and in the Plan.

Section 2.2 Effective Date. This Restated Agreement and Declaration of Trust shall be in full force and effect as of April 23, 2014. All rights and privileges afforded to Trust Fund Participants hereunder shall be consistent with those provided for under the original Agreement and Declaration of Trust as made effective on July 1, 1993.

ARTICLE III

BOARD OF TRUSTEES

Section 3.1 Number, Appointment, Term. The Trust Fund shall be administered by five (5) Trustees. The Trustees on the date of this Agreement and Declaration of Trust are:

Mervin Kennell

Dale Everhart

Matt Sieler

Johnny Rigney, Jr.

Matt Scarbrough

(a) The Union President, if an employee or former employee of the Sarasota County Fire Department and a participant in this Trust Fund, and the Union's District Vice-President for the Sarasota County Fire Department if a participant in this Trust Fund, shall serve as Trustees. If the Union President, the Union's District Vice-President for the Sarasota County Fire Department, or both, are not participants in this Trust Fund, then their trustee positions shall be filled by trustees elected by the members of Local 2546 who are participants in this Trust Fund and are employed by the Sarasota County Fire Department. Trustees so elected shall serve a term of two years or until a participant in this Trust Fund is elected as the Union President or the Union's District Vice-President for the Sarasota County Fire Department, as is appropriate, whichever is sooner. The remaining three Trustees shall be participants in the Fund and members of the Union elected by the members of Local 2546 who are

Participants in this Trust Fund and employed by the Sarasota County Fire Department. Trustees must be participants in this Trust Fund who are members of the bargaining unit represented by Local 2546 or participants in this Trust Fund who are former employees of the Fire Department who retired from a bargaining unit position. The Union President, if a participant in this Trust Fund and an employee or former employee of the Sarasota County Fire Department, shall serve as Chairman of the Board of Trustees. If the Union President is not a participant in this Trust Fund and an employee or former employee of the Sarasota County Fire Department, then the Union's District Vice-President for Sarasota County, if serving as a trustee, shall serve as Chairman. If neither the Union's President nor the Union's District Vice-President for Sarasota County serve as trustees, then the Chairman, who must be a trustee, shall be elected by the Board of Trustees. Such elected Chairman shall serve a term of one year or until a participant in this Trust Fund is elected as the Union President or the Union's District Vice-President for Sarasota County, whichever is sooner.

(b) Elected Trustees shall serve two year terms and elections shall be conducted at the same time as the Union's election for District Vice-President. Should it become necessary to conduct an election to fill the trustee positions which otherwise would have been filled by the Union President or the Union's District Vice-President, those elections shall be held within 60 days after the election of a Union President or Union District Vice-President for Sarasota County who is not a participant in this Trust Fund. Until such elections are held, the former trustees occupying those trustee positions shall continue to serve.

(c) In the event that any Trustee so elected ceases to be a member of the Union and/or a participant in this Fund, then he or she shall be automatically disqualified from further serving as a Trustee, and the Union shall conduct an election to elect a new Trustee to fill the unexpired portion of the term of office of the disqualified Trustee.

(d) The first Trustees named in Section 3 of this Article shall serve until June, 1995.

Section 3.2 Successor Trustees, Assumption of Office. Any Successor Trustee shall immediately upon appointment and acceptance of the Trusteeship, become vested with all the property rights, powers and duties of a Trustee hereunder with like effect as if originally named a Trustee, without the necessity of any formal conveyance or other instrument of title.

Section 3.3 Acceptance of the Trust by Trustees. A Trustee shall execute a written acceptance in a form satisfactory to the Trustees. By executing such written acceptance, a Trustee shall be deemed to have accepted the Trust created and established by this Trust Agreement and to have consented to act as Trustee and to have agreed to administer the Trust Fund as provided herein.

Section 3.4 Limitation of Liability of Trustees. No Successor Trustee shall in any way be liable or responsible for anything done or committed in the administration of the Trust prior to the date of becoming a Trustee. No Trustee shall be liable for the acts or omissions of another Trustee to whom certain responsibilities, obligations or duties have been delegated pursuant to this Trust Agreement, nor shall any Trustee be liable for the acts or omissions of any investment manager, attorney, administrative manager,

agent, or assistant employed by them pursuant to this Agreement, if such person's performance was periodically reviewed by the Trustees who found such performance to be satisfactory.

Section 3.5 Office of the Fund. The principal offices of the Trust Fund shall be located and maintained in Sarasota County in the State of Florida or at such other locations in the State of Florida as the Trustees may determine.

Section 3.6 Officers. The Board of Trustees shall have a Chairman, who shall conduct the meetings of the Board of Trustees and sign all documents on behalf of the Trust Fund, a Vice-Chairman, who shall exercise the powers of the Chairman in the Chairman's absence, and a Secretary, who shall maintain the trust funds minutes, books and records.

Section 3.7 Power to Act in Case of Vacancy. In case of death, resignation or refusal or inability to act of any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust, and shall be charged with its duties, provided that, in such cases there shall be no change in the quorum or voting requirements established in Section 3.10 hereof.

Section 3.8 Meetings; Notices. The Trustees shall meet at such times as they deem it necessary to transact their business. The Chairman may at any time call a meeting of the Board of Trustees. The Secretary or any of the other Trustees may call a meeting of the Trustees at any time by giving at least five (5) days' notice in writing, of the time and place thereof to the remaining Trustees. A meeting of the Trustees may be held at any time without notice if all of the Trustees consent thereto by an instrument in writing, or if all of the Trustees attend such meeting.

Section 3.9 Attendance at Meetings; Minutes. All official meetings of the Trustees shall be attended only by the Trustees and shall not be open to the public, except such other persons may attend as may be designated by the Trustees or when invited to do so, and as may be otherwise required by law. Written minutes, a copy of which shall be furnished with reasonable promptness to each Trustee and legal counsel, shall be kept of all business transacted and of all matters upon which voting shall have occurred and the vote shall be recorded. Such minutes shall bear the signature of the Secretary and shall be approved at the succeeding meeting.

Section 3.10 Quorum; Voting; Action Without Meeting.

- (a) A quorum shall consist of as at least three (3) Trustees.
- (b) A quorum of a committee or subcommittee of the Board of Trustees, established in accordance with this Trust Agreement or otherwise, shall be at least one (1) Trustee, except as provided otherwise in this Trust Agreement or by law.
- (c) 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. At least three (3) affirmative votes are necessary for any action. The Trustees must cast their votes in person.
- (d) Action by the Trustees on any proposition may also be taken without a meeting if all of the Trustees agree thereto in writing.

Section 3.11 Removal of Trustees. The Board of Trustees shall initiate action to cause the removal of any fellow Trustee who may be serving as a Trustee in violation of this Agreement, any of the policies or procedures of the Board of Trustees, or other

applicable law. The vacancy or vacancies caused by such a removal shall be filled in accordance with Section 3.1 of this Article.

ARTICLE IV
CONTRIBUTIONS

Section 4.1 Employer Contributions. The Trust shall receive employer 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 the Union, or in individual contracts between the Employer and its participants.

Section 4.2 Participants Contributions. The Trust may receive participants' contributions in such amounts and under such terms as may be provided by the Trustees.

ARTICLE V

POWERS AND DUTIES OF TRUSTEES

Section 5.1 Conduct of Trust Business. The Trustees shall have general supervision of the operation of this 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 therefrom and contributions thereto. The Trustees may in the course of conducting the business of the Trust, execute all instruments in the name of the Trust Fund.

Section 5.2 Use of Fund for Expenses. The Trustees shall have the power and authority to use and apply the Trust Fund to pay or provide for the payment of all reasonable and necessary expenses (i) of collecting the 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, 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 discretion, find necessary or appropriate in the performance of their duties.

Section 5.3 Use of Fund to Provide Uniform Benefits. The Trustees shall have the power and authority to use and apply the Trust Fund to pay or provide uniform health and welfare, death and related benefits to eligible participants in accordance with a uniform plan of benefits provided through policies of insurance or other health programs and facilities in accordance with Section 5.4(a) of this Article, or established and administered as provided in Section 5.4(b). Such health and welfare, death and

related benefits shall be limited to those which can be financed from the Trust Fund after payment of authorized and accrued expenses.

Section 5.4 Procurement of Insurance; Self Insurance.

(a) The Trustees are expressly authorized to negotiate for, obtain and maintain policies of group health and hospitalization insurance, or such other insurance coverage as may be determined by the Trustees, for the payment to eligible participants, by an insurance company or companies licensed to transact business in the State of Florida of such benefits as now or hereafter may be authorized or permitted by law and as the Trustees may, from time to time, determine. Such policies of insurance shall be in such forms and in such amounts and may contain such provisions and be subject to such limitations and conditions as the Trustees, in their sole discretion, may from time to time determine and shall cover such participants as the Trustees, pursuant to the provisions hereof, shall from time to time determine eligible for benefits as herein provided. The Trustees may exercise all rights and privileges granted to the policyholder by the provisions of each contract or policy of insurance, and may agree with the insurance carrier to any alteration, modification or amendment of such contract or policy, and the insurance provided thereunder, which they, in their sole discretion, may deem necessary or advisable and such insurance carrier shall not be required to inquire into the authority of the Trustees with regard to any dealings in connection with such contract or policy.

(b) The Trustees are expressly authorized to establish and maintain a Plan or Plans to provide any and all of the health and welfare benefits, as the Trustees in their sole discretion may determine, directly out of the Trust Fund, provided, however, that

such payments can be legally made and that the same are in full compliance with all statutory and legal requirements. Such Plan may be established and maintained in lieu of, or in combination with, coverage provided by an insurance carrier or carriers.

Section 5.5 Investments.

(a) The Trustees shall have the power and authority, in their sole discretion, to invest and reinvest such funds as are not necessary for current expenditures or liquid reserves, as they may from time to time determine, not constrained by any limitation restricting investments in common stocks to percentage of the Fund or to a percentage of the total market value of the Fund, provided, however, that:

(1) the Trustees shall diversify the investments of the Plan so as to minimize the risk of large losses (unless under the circumstances it is clearly prudent not to do so), and

(2) the Trustees shall only make such investments which are permitted under applicable State and Federal laws relating to the investment of the Employee trust funds.

The Trustees may sell, exchange or otherwise dispose of such investments at any time and, from time to time, as provided in Section 5.11(f). The Trustees shall have power and authority (in addition to, and not in limitation to, common law and statutory authority) to invest in any stocks, bonds or other property, real or personal, including improved real estate and equity interests in real estate, where such an investment appears to the Trustees, in their discretion and consistent with their fiduciary obligations, to be in the best interest of the Trust Fund and its participants, judged by then prevailing business conditions and standards. The Trustees shall have the

authority, in respect to any stocks, bonds or other property, real or personal, held by them as Trustees, to exercise all such rights, powers and privileges as might be lawfully exercised by any person owning similar stocks, bonds or other property in his own right.

(b) Delegation and Allocation of Investment Functions.

(1) The Trustees are authorized, in their discretion by resolution, to allocate such duties and responsibilities to invest and reinvest such Fund assets as they shall specify in such allocation to a committee or subcommittee of the Board of Trustees in accordance with Section 5.8, provided, however, that such action shall have been approved by a majority vote of the Trustees as provided in Section 3.10.

(2) The Trustees shall have the power and authority to appoint one or more investment managers (as defined in Section 3(38) of ERISA as though ERISA applied to the Trust Fund) who shall be responsible for the management, acquisition, disposition, investing and reinvesting of such of the assets of the Trust Fund as the Trustees shall specify. Any such appointment may be terminated by the Trustees upon written notice. The fees of such investment manager, and its expenses to the extent permitted by law, shall be paid out of the Trust Fund. The Trustees shall require that the investment manager acknowledge in writing that he is a fiduciary with respect to the Plan.

(3) In connection with any allocation or delegation of investment functions under paragraphs (1) and (2) of this subsection (b), the Trustees shall, from time to time, adopt appropriate investment policies or guidelines.

Section 5.6 Deposits and Disbursements. All Trust monies not invested shall be deposited by the Trustees in such appropriate depository or depositories as the

Trustees shall, from time to time, select, and any such deposit or deposits, or disbursement therefrom, shall be made in the name of the Trust in the manner designated and authorized by the Trustees or by the Investment Manager appointed in accordance with Section 5.5(b)(2) of this Article.

Section 5.7 Allocation and Delegation of Non-Investment Responsibilities. The Trustees may, by resolution or by-law or by provisions of this Trust Agreement, allocate fiduciary responsibilities and various administrative duties to committees or subcommittees of the Board of Trustees. In addition, the Trustees may delegate such responsibilities and duties to other individuals as they may deem appropriate or necessary in their sole discretion provided, however, that such action shall have been approved by a majority vote of the Trustees, as provided in Section 3.10.

Section 5.8 Administrative Manager. The Trustees may employ or contract for the services of an individual, firm or corporation, to be known as "administrative manager", who shall, under the direction of any appropriate committee of the Trustees, to be ministerially responsible to:

- (a) administer the office or offices of the Trust Fund and of the Trustees;
- (b) coordinate and administer the accounting, bookkeeping and clerical services;
- (c) provide for the coordination of actuarial services furnished by the consulting actuary, if any;
- (d) prepare (in cooperation where appropriate with the consulting actuary and independent auditor) all reports and other documents to be prepared, filed or disseminated by or on behalf of the Trust in accordance with law;

(e) assist in the collection of contributions required to be paid to the Trust Fund by Employers;

(f) be the custodian of all documents and other records of the Trustees and of the Trust Fund; and

(g) perform such other duties and furnish such other services as may be assigned, delegated, or directed or as may be contracted by or on behalf of the Trustees.

Section 5.9 By-Laws, Rules and Regulations.

(a) The Trustees are hereby empowered and authorized to adopt by-laws and to promulgate any and all necessary rules and regulations which they deem necessary or desirable to facilitate the proper administration of the Trust Fund, provided the same are not inconsistent with the terms of this Trust Agreement. All by-laws, rules and regulations adopted by action of the Trustees shall be binding upon all parties hereto, all parties dealing with the Trust Fund and all persons claiming any benefits hereunder.

(b) No by-law, regulation, rule, action or determination made or adopted by the Trustees, shall in any manner conflict or be inconsistent with any provision of this Trust Agreement, or any applicable Federal, State or local law.

Section 5.10 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 name of the Trustees or of the Fund;

(c) To establish and accumulate as part of the Trust Fund such reasonable reserve funds as the Trustees, in their sole discretion, deem necessary or desirable to carry out the purposes of such 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, and

(f) To sell, exchange, lease, convey, mortgage or dispose of any property, whether real or personal, forming a part of the Trust Fund upon such terms as they may deem proper; and to execute and deliver at any time, any and all instruments of conveyance, lease, mortgage and transfer in connection therewith.

Section 5.11 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. The cost of premiums for such bonds shall be paid out of the Trust Fund.

Section 5.12 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 business and related activities for and on behalf of the Trust Fund,

(a) with respect to liability to others as a result of acts, errors or omissions of such Trustee or Trustees, Employees or agents, respectively, provided such insurance policy shall provide recourse by the insurer against Trustees as may be required by law, and

(b) with respect to injuries received or property damage suffered by them. The cost of the premiums for such policies of insurance shall be paid out of the Trust Fund.

Section 5.13 Information to Participants. The Trustees shall provide participants such information as may be required by law.

Section 5.14 Accountants. The Trustees shall engage one or more independent qualified public accountants to perform all services as may be required by applicable law and such other services as the Trustees may deem necessary. The costs incurred under this Section shall be paid out of the Trust Fund.

Section 5.15 Trustee Reimbursement. The Trustees shall be entitled to reimbursement for the expenses properly and actually incurred in the performance of their duties with the Trust Fund, including, without limitation, attendance at meetings and other functions of the Board of Trustees, attendance at institutes, seminars, conferences or workshops for or on behalf of the Trust Fund. A Trustee may be paid

directly from the Fund by way of reimbursement for the amount of actual wages that he has lost by reason of his performance of duties for the Trust Fund in accordance with any reasonable schedule for reimbursement which may be established by the Board of Trustees.

Section 5.16 Trustee Compensation. A Trustee shall be entitled to receive from the Trust Fund reasonable compensation for services rendered in the performance of his duties as a Trustee on behalf of the Trust Fund, including attendance at meetings, except that no Trustee who is a full-time employee of an Employer or the Union shall be entitled to compensation from the Trust Fund for services rendered.

Section 5.17 Reports. The Board of Trustees shall make reports to and file such information with appropriate public authorities as may be required by applicable law.

Section 5.18 Records of Trustee Transactions. The Trustees shall keep true and accurate books of account and a record of all of their transactions and meetings (including actions taken at such meetings and by informal action of the Trustees), which records and books shall be audited at least annually by a certified public accountant. A copy of each audit report shall be available for inspection by interested persons at the principal office of the Trustees and the respective offices of the administrative manager, and the Union at reasonable times and after reasonable notice.

Section 5.19 Construction and Determination by Trustees. Subject to the stated purposes of the Fund and the provisions of this Agreement, the Trustees shall have full and exclusive authority to determine all questions of coverage and eligibility, methods of providing or arranging for benefits and all other related matters. They shall have full power to construe the provisions of this 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 hereto and the beneficiaries hereof. No questions or disputes arising under this Trust Agreement shall be subject to the grievance or arbitration procedure established in any collective bargaining agreement between the Employer and the Union, provided, however, that this clause shall not affect the rights and liabilities of any of the parties under any of such collective bargaining agreements.

Section 5.20 Liability. The Trustees, to the extent permitted by applicable law, 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, to contain a true statement of facts, and to be signed by the proper person.

Section 5.21 Reliance on Written Instruments.

(a) By Trustees. Any Trustee, to the extent permitted by applicable law, may rely upon any instrument in writing purporting to have been approved by a majority vote of the Trustees and signed in accordance with Section 5.1 as conclusive evidence of the fact that a majority of the Trustees have taken the action stated to have been taken in such instrument. In any controversy, claim, demand, suit at law or other proceeding between any participant or any other person and the Trustees, the Trustees shall be entitled to rely upon any facts appearing in the records of the Trustees, any instruments on file with the Trustees, with the Union, or with any Employer, and any facts certified to the Trustees, by the Union, or by any Employer, any facts which are of public record and any other evidence pertinent to the issue involved.

(b) By Others.

(1) No party dealing with the Trustees shall be obligated:

(A) To see the application to the stated Trust

purposes of any funds or property of the Trust Fund; or

(B) To see that the terms of this Trust Agreement have been complied with; or

(C) To inquire into the necessity or expediency of any act of the Trustees.

(2) Every instrument executed by the Trustees shall be conclusive evidence in favor of every person relying thereon:

(A) That at the time of execution of said instrument the Trust was in full force and effect,

(B) That the instrument was executed in accordance with the terms and conditions of this Trust Agreement, and

(C) That the signing Trustees were duly authorized and empowered to execute the instrument.

(c) Reliance on Counsel's Opinion. The Trustees may consult with legal counsel concerning any question which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement or the Trust hereby established. The opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustees hereunder in good faith in accordance with the opinion of such counsel.

Section 5.22 Discharge of Liability. The receipt by the Trustees of any money or property or checks (after such checks are honored at the bank and paid to the Trust Fund) shall discharge the person or persons paying or transferring the same to the extent of such payment or transfer.

Section 5.23 Establishment of Plan.

(a) The Trustees shall adopt written plans of benefits with one or more named fiduciaries who, jointly or severally, shall have the authority to control and manage the operation and administration of the Plans. Such Plans shall set forth the nature, amount, duration and conditions of receiving health, death or other benefits to be furnished to participants, provided that any Plan shall require that in order to receive benefits from the Trust Fund, a participant must have:

- (1) reached normal retirement age or be disabled, as defined herein;

(2) unless disabled, had contributions made on his or her behalf, either by an employer or through self-contributions, for at least seven years and at all times while employed by an employer and continuously from the commencement of the participants' participation in the Plan until the participant reached normal retirement age; and

(3) signed a contract with an employer or the Trust Fund providing for payments of contributions on the participant's behalf to the Trust Fund.

Death benefits shall not exceed the actuarially completed single-sum value of ten (10) years of benefits.

The Plans and any amendments thereto shall be signed by the Chairman, Secretary and Treasurer of the Trustees. Such Plans, including any amendments thereto, shall be for the exclusive benefit of the participants and shall be established and maintained on a sound fiscal basis and shall qualify under the Internal Revenue Code.

(b) The Trustees shall, in their discretion, promulgate rules, regulations, and procedures for the operation of the Plans, including, by way of illustration and not limitation:

(1) conditions of eligibility for participants which are consistent with the requirements herein;

(2) a schedule of the type and amount of benefits to be paid, except that benefits shall not be paid to any participant on whose behalf the Trust Fund has not received contributions for at least seven years, unless disabled;

(3) procedures for claiming benefits and for the distribution of benefits;

- (4) a procedure for establishing and carrying out a funding policy;
- (5) any procedures for the allocation or responsibilities for the operation and administration of the Plan; and
- (6) the basis on which payments are made to and from the Plan.

Such Plans shall at all times comply with all applicable laws.

(c) A copy of each such Plan shall be adopted and filed by the Trustees as part of the records and minutes of the Trust Fund.

Section 5.24 Amendment of Plan. Each Plan may be amended by the Trustees at any time, provided that such amendments comply with the applicable sections of the then applicable Internal Revenue Code, all other applicable law, and the purposes and limitations set forth in this Trust Agreement. Additionally, and not by way of limitation, the Trustees may amend the Plans, in the future, or retroactively where they deem it necessary, to maintain the continuation of the Trust Fund's tax exempt status or to preserve compliance with the then applicable Internal Revenue Code, and all other applicable law. A copy of each amendment of the Plans shall be adopted and filed by the Trustees as part of the records and minutes of the Trust Fund.

ARTICLE VI

CONTROVERSIES AND DISPUTES

Section 6.1 Submission to Trustees. All questions or controversies of whatever character, arising in any manner or between any persons or entities in connection with the Trust Fund or the operation thereof, which are related to any claim for any benefit by any participant or any other person, shall, pursuant to Rules and Regulations adopted by the Trustees, be submitted to the Trustees, a committee of the Trustees, or an arbitration body if the Trustees so provide, and the decision of the Trustees, the committee or arbitration body shall be final and binding upon all persons dealing with the Trust Fund or Plan, or claiming benefits thereunder.

Section 6.2 Settling Disputes. The Trustees may in their sole discretion compromise or settle any claim or controversy in such manner as they think best, and any majority decision made by the Trustees in compromise or settlement of a claim or controversy, or any compromise or settlement entered into by the Trustees, shall be conclusive and binding on all parties involved in this Trust.

ARTICLE VII

BENEFICIAL RIGHTS

Section 7.1 No Right, Title or Interest of Employers. No Employer, Union, Employee, participant or beneficiary shall have any right, title or interest in or to the Trust Fund or any part thereof other than a benefit for which a participant is entitled under the terms and conditions set forth in the Plan. There shall be no prorata or other distribution of any of the assets of the Trust Fund as a result of any Union or group of Employees or Employers or participants, ceasing their participation in this Trust Fund for any purpose or reason, except as required by law.

Section 7.2 Limitation Upon Beneficial Rights of Employees.

(a) All benefits shall be free from the interference and control of any creditor, and no benefits shall be subject to any assignment or other anticipation, nor to seizure or to sale under any legal, equitable or any other process. In the event that any claim or benefit shall, because of any debt incurred by or resulting from any other claim or liability against any Employee, or Participant, by reason of any sale, assignment, transfer, encumbrance, anticipation, or other disposition made or attempted by said Participant or Employee, or by reason of any seizure or sale or attempted sale under any legal, equitable or other process, or in any suit or proceeding, become payable, or be liable to become payable, to any person other than the Participant no benefit shall be payable under the Plan until such assignment, transfer, encumbrance, anticipation or other disposition, writ or legal process is cancelled or withdrawn in such a manner as shall be satisfactory to the Board of Trustees. Until so cancelled or withdrawn, the

Board of Trustees shall have the right to use and apply the benefits as the Board of Trustees may deem best for the support and maintenance of such Participant.

(b) Notwithstanding any provision contained in this Section to the contrary, the Trustees may provide that a participant may assign hospital, surgical and medical benefits to any hospital or physician rendering services to the participant.

Section 7.3 Optional Benefits Prohibited. No Employee or participant shall have the right, privilege or option to receive, instead of benefits provided hereunder,

(a) Any part of the contributions payable by Employers under this Trust Agreement; or

(b) A cash consideration either upon termination of the Plans or benefits provided hereunder or upon such Employee's or participant's withdrawal from coverage under this Fund, either voluntarily or through severance of employment with any particular Employer.

ARTICLE VIII

TERMINATION OF TRUST

Section 8.1 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 and affirmative vote of four (4) of the Trustees and upon approval by a three-quarter (3/4) vote of all participants, retired and active, 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 Agreement and under the plan of benefits to participants already drawing benefits;

(b) In the event there are no individuals living who can qualify as Employees hereunder;

(c) In the event of termination as may be otherwise provided by law.

Section 8.2 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 any and all obligations of the Trust, including 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) Given any notices and prepare and file any reports which may be required by applicable law, and

(d) Apportion and distribute the assets of the Trust as provided in Section 8.3 hereof.

Section 8.3 Distribution of Fund. Upon termination, the Trust Fund shall be apportioned and distributed in accordance with the following procedures:

(1) The board of trustees shall determine the date of distribution and the asset value to be distributed, after taking into account the expenses of termination and such distribution.

(2) The board of trustees shall determine the method of distribution of the asset value, that is, whether distribution shall be by payment in cash, by the maintenance of another or substituted trust fund, by the purchase of insured annuities, or otherwise, for each participant entitled to benefits under the plan as specified in subsection (3).

(3) The board of trustees shall apportion the asset value as of the date of termination in the manner set forth below, on the basis that the amount required to provide any given benefit shall mean the actuarially computed single-sum value of such benefit, except that if the method of distribution determined under subsection (2) involves the purchase of an insured annuity, the amount required to provide the given benefit shall mean the single premium payable for such annuity.

(a) Apportionment shall first be made in respect of each retired participant receiving a monthly benefit hereunder on such date, each person receiving a benefit on such date on account of a retired (but since deceased) participant, and each participant who has, by such date, become eligible for a benefit but has not yet retired, in the amount required to provide such benefit, provided that, if such asset value is less

than the aggregate of such amount, such amounts shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such asset value.

(b) If there is any asset value remaining after the apportionment under paragraph (a), apportionment shall next be made in respect of each participant in the service of employers on such date who have completed at least 10 years of employment, who have contributed to the trust fund for at least 10 years, and who is not entitled to an apportionment under paragraph (a), in the amount required to provide the actuarial equivalent of the accrued benefit, based on the participant's employment to such date, and each former participant then entitled to a benefit who has not by such date reached his normal retirement age, in the amount required to provide the actuarial equivalent of the accrued benefit to which he is entitled; provided that, if such remaining asset value is less than the aggregate of the amounts apportioned hereunder, such latter amounts shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such remaining asset value.

(c) If there is any asset value after the apportionments under paragraphs (a) and (b), apportionment shall lastly be made in respect of each participant in the service of an employer on such date who is not entitled to an apportionment under paragraphs (a) and (b) in the amount equal to the contributions to the plan made on his or her behalf to date of termination; provided that, if such remaining asset value is less than the aggregate of the amounts apportioned hereunder, such latter amounts shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such remaining asset value.

(d) In the event that there is asset value remaining after the full apportionment specified in paragraph (a), (b), and (c), such excess shall be divided equally among those participants described in paragraph (a), above.

(4) The board of trustees shall distribute, in accordance with the manner of distribution determined under subsection (2), the amounts apportioned under subsection (3).

ARTICLE IX

MISCELLANEOUS

Section 9.1 Law Applicable. This Trust is created and accepted in the State of Florida and all questions pertaining to the validity or construction of this Trust Agreement and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the State of Florida, except as to matters governed by Federal Law.

Section 9.2 Savings Clause. Should any provision of this Agreement and Declaration of 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 9.3 Other Employers and Their Employees May Join the Plan. The Trustees may extend the coverage of this Trust Agreement to such other parties and upon such terms and conditions as the Trustees shall determine, provided such parties are required to conform to the terms and conditions of this Trust Agreement and to make the same rate of contributions required of the Employers herein for the same schedule of benefits. Such other Employers and their Employees shall have no right to participate in the appointment or replacement of Trustees.

Section 9.4 Reciprocity Agreements. The Trustees may, in their sole discretion, enter into such reciprocity agreement or agreements with other health and welfare funds as they determine to be in the best interests of the Trust Fund, provided that any

such reciprocity agreement or agreements shall not be inconsistent with the terms of this Trust Agreement.

Section 9.5 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 and provided that each participant in the Plan will receive benefits after the merger which are equal to or greater than the benefits which would have been received prior to the merger.

Section 9.6 Judicial Settlements. The Trustees shall be entitled, at any time, to have a judicial settlement of their accounts and to seek judicial protection by any action or proceeding they determine necessary and, further, to obtain a judicial determination or declaratory judgment as to any question of construction of this Trust Agreement or for instructions as to any action thereunder, and, further, as to any questions relating to the discharge of their duties and obligations under, or in connection with the administration of, this Trust and as to the distribution of assets belonging to the Trust. Any such determination, decision, or judgment shall be binding upon all parties to, or claiming under, this Trust Agreement.

Section 9.7 Withholding Payment. In the event any questions or dispute shall arise as to the proper person or persons to whom any payments shall be made hereunder, the Trustees may withhold such payment until there shall have been made an adjudication of such question or dispute which, in the Trustees' sole judgment, is satisfactory to them, or until the Trustees shall have been fully protected against loss by means of such indemnification agreement or bond as they, in their sole judgment, determine to be adequate.

Section 9.8 Vesting of Rights. No Participant, Beneficiary or Employee or other person shall have vested interest or right in the Trust Fund except as provided by the Trustees in conformance with the law.

Section 9.9 Gender. Whenever any words are used in this Trust Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; and whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply and wherever any words are used in the plural, they shall also be construed to include the singular.

Section 9.10 Amendment to Declaration. The provisions of this Trust Agreement may be amended at any time by an instrument executed by a majority vote of the Trustees provided, however, in no event shall the Trust Fund be used for any purpose other than the purposes set forth in this Trust Agreement, for paying benefits only to participants and not to others (except for death benefits), for paying benefits which are uniform with regard to the rate of the contribution made at the rate then in effect as of the participant's date of retirement, and for the purposes of paying the necessary expenses incurred in the administration of this Trust; and in no event shall the distribution of the Fund upon termination be other than as set forth in Section 8.3, and, further provided that the eligibility provisions, conditions of termination of the Trust, and the composition of the board of trustees may be amended only by an instrument executed by four trustees and approved by a three-quarters vote of all participants, retired and active.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Trustees have caused this Agreement and Declaration of Trust to be executed this 23rd day of April, 2014 to signify their acceptance of the terms and conditions stated herein.

Mervin Kennell

Dale Everhart

Matt Sieler

Johnny Rigney, Jr.

Matt Scarbrough

Witnessed By: _____
MARTY FERRIS, Founding Chairman

