DECLARATION OF TRUST OF THE SHASTA TRADES CHARITABLE TRUST

THIS DECLARATION OF TRUST is made on this 3rd day of September, 2026, by **CHRISTOPHER CARRINGTON** (the "Settlor").

ARTICLE 1: NAME AND OFFICE

1.1 Name. The name of this Trust shall be the **SHASTA TRADES CHARITABLE TRUST** (the "Trust").

1.2 Principal Office. The principal office of the Trust shall be located in Siskiyou County, California. The Trustees may establish other offices as they deem advisable.

ARTICLE 2: DECLARATION OF TRUST

2.1 Creation of Trust. The Settlor hereby declares that the Settlor has transferred and delivered to the Trustees the Initial Trust Property described in Article 3, to be held by the Trustees, IN TRUST, for the charitable purposes set forth in this Declaration. The Trustees hereby accept this Trust and agree to hold, manage, and distribute the Trust assets in accordance with the terms of this Declaration.

2.2 Irrevocability. This Trust is irrevocable. The Settlor expressly waives any and all rights to modify, amend, revoke, or terminate this Trust. The Trust may only be modified or terminated by order of a court of competent jurisdiction upon a showing that the modification or termination is consistent with the charitable purposes of the Trust and applicable law.

2.3 Governing Law. This Declaration of Trust and the Trust created hereby shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 3: INITIAL TRUST PROPERTY

3.1 Initial Funding. The Settlor has transferred to the Trust the sum of **ONE HUNDRED DOLLARS ($100.00)** , receipt of which is hereby acknowledged by the Trustees. This initial contribution constitutes the Initial Trust Property.

3.2 Additional Contributions. The Trustees may accept additional contributions of cash, securities, or other property from the Settlor or any other person or entity, provided that such contributions are for the charitable purposes of the Trust. All contributions shall be irrevocable.

3.3 Spendthrift Provision. The interest of any beneficiary in the income or principal of this Trust shall not be subject to assignment, alienation, pledge, attachment, or the claims of creditors. No beneficiary shall have the power to transfer any interest in the Trust.

ARTICLE 4: CHARITABLE PURPOSE

4.1 Mission. The Trust is organized exclusively for charitable, educational, and public benefit purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The specific mission of the Trust (the "Mission") is:

> To provide affordable, high-quality trade services, to offer mentors work they love and to help the next generation become licensed contractors through paid apprenticeships.

4.2 Public Benefit. The Trust is created for the benefit of the public. The beneficiaries of this Trust are the members of the public who benefit from the Trust's charitable activities, including:

- (a) High school graduates seeking to become licensed contractors through apprenticeship and education;
- (b) Experienced tradespeople seeking meaningful work as mentors;
- (c) Community members receiving affordable, high-quality trade services; and
- (d) The general public, which benefits from a well-trained workforce and well built buildings.

4.3 Educational Purpose. The Trust's activities are educational in nature, including the creation and distribution of study materials, the provision of training and mentorship, and the facilitation of paid apprenticeships that develop skilled tradespeople.

4.4 Scope. The Trust shall carry out its Mission by, among other activities:

- (a) Supporting, managing, and overseeing the Shasta Trades Nonprofit or any successor nonprofit organization dedicated to the Mission;
- (b) Providing educational resources, including study guides and training materials, for students seeking contractor licensure;
- (c) Facilitating paid apprenticeship opportunities that allow students to gain the experience required for contractor licensure;
- (d) Offering meaningful employment and mentorship opportunities for experienced tradespeople; and
- (e) Providing affordable, high-quality trade services to the community.

4.5 No Private Benefit. No part of the net earnings of the Trust shall inure to the benefit of, or be distributable to, any private individual, Trustee, officer, or other private person, except that the Trust may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of its charitable purposes.

ARTICLE 5: TRUSTEES

5.1 Initial Trustees. The initial Trustees of the Trust shall be:

- **Christopher Carrington**
- **Megha Marhatta**

5.2 Number of Trustees. The Trust shall have at least two (2) Trustees and no more than five (5) Trustees, unless otherwise determined by a majority of the Trustees then in office.

5.3 Qualifications. Each Trustee shall be a natural person at least eighteen (18) years of age. No Trustee shall have been convicted of a felony involving fraud, embezzlement, or other financial crimes. A Trustee need not be a resident of the State of California.

5.4 Successor Trustees.

- (a) **Resignation.** A Trustee may resign by delivering written notice to the other Trustees. The resignation shall take effect upon delivery or at a later date specified in the notice.

- (b) **Removal.** A Trustee may be removed by the unanimous vote of all other Trustees if the Trustee: (i) becomes incapacitated; (ii) fails to fulfill their duties; (iii) engages in self-dealing or a conflict of interest; or (iv) is convicted of a felony.
- (c) **Appointment of Successors.** Upon the death, incapacity, resignation, or removal of a Trustee, a successor Trustee shall be appointed by the affirmative vote of a majority of the remaining Trustees. If fewer than two Trustees remain, the successor Trustee shall be appointed by the Settlor, or if the Settlor is unable or unwilling to act, by a court of competent jurisdiction.
- (d) **Vacancy.** If at any time there is no Trustee able or willing to serve, any beneficiary or the Attorney General of the State of California may petition a court of competent jurisdiction to appoint a successor Trustee.

5.5 Powers of Trustees. The Trustees shall have all powers necessary and convenient to carry out the Mission of the Trust, including but not limited to the power to:

- (a) Hold, manage, invest, and reinvest Trust assets;
- (b) Acquire, sell, lease, or exchange real or personal property;
- (c) Borrow money and encumber Trust assets;
- (d) Enter into contracts and agreements;
- (e) Form, manage, and oversee nonprofit corporations, limited liability companies, or other entities to carry out the Mission;
- (f) Employ and compensate officers, employees, and agents;
- (g) Accept contributions, grants, and donations;
- (h) Make distributions to or for the benefit of charitable organizations or programs consistent with the Mission;
- (i) Pay reasonable compensation to Trustees for services rendered;
- (j) Indemnify and hold harmless any Trustee, officer, or employee of the Trust against claims arising from actions taken in good faith in furtherance of the Trust's purposes; and
- (k) Take any other action consistent with applicable law and the purposes of this Trust.

5.6 Duties of Trustees. The Trustees shall:

- (a) Act in good faith and in the best interests of the Trust and its charitable purposes;

- (b) Exercise the care, skill, and diligence that a prudent person would exercise in similar circumstances;
- (c) Avoid conflicts of interest and self-dealing;
- (d) Keep accurate records of all Trust activities and transactions;
- (e) File all required reports with the California Attorney General's Registry of Charitable Trusts and the Internal Revenue Service; and
- (f) Ensure that Trust assets are used exclusively for the charitable purposes set forth in this Declaration.

5.7 Conflicts of Interest. Any Trustee who has a conflict of interest with respect to any matter before the Trustees shall:

- (a) Disclose the conflict to the other Trustees;
- (b) Recuse themselves from discussion and voting on the matter; and
- (c) Not participate in any decision related to the matter.

5.8 Trustee Compensation. Trustees may receive reasonable compensation for services rendered to the Trust, provided that such compensation is approved by a disinterested majority of the Trustees and is consistent with applicable law.

5.9 Indemnification. The Trust shall indemnify and hold harmless each Trustee, officer, and employee of the Trust against any claim, liability, or expense arising from actions taken in good faith and in furtherance of the Trust's charitable purposes, except for actions constituting gross negligence, willful misconduct, or self-dealing.

ARTICLE 6: NONPROFIT CORPORATION

6.1 Formation. The Trustees are authorized to form, or cause to be formed, a California nonprofit public benefit corporation (the "Nonprofit") to carry out the Mission of the Trust. The Nonprofit shall be the primary operational vehicle of the Trust.

6.2 Ownership and Control. The Trust shall be the sole member of the Nonprofit. The Trustees shall have the authority to appoint and remove the directors of the Nonprofit and to approve any material changes to the Nonprofit's mission, articles of incorporation, or bylaws.

6.3 Mission Alignment. The Nonprofit's mission shall be consistent with the Trust's Mission. Any amendment to the Nonprofit's mission that would materially deviate from the Trust's Mission shall require the unanimous approval of all Trustees.

6.4 Ongoing Oversight. The Trustees shall exercise ongoing oversight of the Nonprofit, including:

- (a) Reviewing the Nonprofit's annual budget and financial statements;
- (b) Approving the appointment of the Nonprofit's Executive Director;
- (c) Monitoring the Nonprofit's compliance with its charitable purpose; and
- (d) Ensuring that the Nonprofit's activities remain consistent with the Trust's Mission.

ARTICLE 7: PROHIBITIONS

7.1 Private Benefit. No part of the net earnings of the Trust shall inure to the benefit of, or be distributable to, any private individual, Trustee, officer, or other private person, except that the Trust may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of its charitable purposes.

7.2 Political Activity. No substantial part of the activities of the Trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation. The Trust shall not participate in, or intervene in, any political campaign on behalf of or in opposition to any candidate for public office.

7.3 Self-Dealing. No Trustee shall engage in any transaction with the Trust that constitutes self-dealing under applicable law. Any transaction between a Trustee and the Trust shall be at arm's length and for fair market value, and shall be approved by a disinterested majority of the Trustees.

7.4 Loans. No loans shall be made by the Trust to any Trustee, officer, or employee of the Trust.

ARTICLE 8: DISSOLUTION

8.1 Dissolution. Upon the dissolution of the Trust, or upon the impossibility of performing the specific charitable purposes of the Trust, the Trustees shall, after paying or making provision for payment of all debts and liabilities of the Trust, distribute all remaining Trust assets to one or more organizations that are exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or any successor provision), and that have a charitable purpose substantially similar to the Mission of the Trust.

8.2 Successor Organizations. In selecting successor organizations, the Trustees shall give preference to organizations serving the Mount Shasta community or organizations focused on trades education and workforce development.

8.3 Court Approval. Any distribution upon dissolution shall be made in accordance with applicable California law and, if required, with the approval of a court of competent jurisdiction.

ARTICLE 9: CY PRÈS DOCTRINE

9.1 Application. If, at any time, it becomes impossible, impracticable, or unlawful to carry out the specific charitable purposes of this Trust, the Trustees shall apply the Trust assets to a charitable purpose as nearly as possible to the original purpose, in accordance with the doctrine of cy près, subject to the approval of a court of competent jurisdiction if required by law.

9.2 Best Efforts. The Trustees shall make reasonable efforts to ensure that any modified purpose under the cy près doctrine remains consistent with the Settlor's original charitable intent.

ARTICLE 10: AMENDMENTS

10.1 Amendment by Trustees. The Trustees may amend this Declaration of Trust, provided that:

- (a) Any amendment is consistent with the charitable purposes of the Trust;
- (b) Any amendment is approved by the unanimous vote of all Trustees then in office;
- (c) No amendment shall permit the distribution of Trust assets for any purpose other than a charitable purpose;
- (d) No amendment shall alter the irrevocable nature of this Trust; and
- (e) Any amendment shall be filed with the California Attorney General's Registry of Charitable Trusts.

10.2 No Oral Amendments. No amendment to this Declaration of Trust shall be effective unless it is in writing and signed by all Trustees then in office.

ARTICLE 11: REGISTRATION AND COMPLIANCE

11.1 Registration. The Trustees shall register the Trust with the California Attorney General's Registry of Charitable Trusts within **thirty (30) days** of receiving charitable assets, as required by California Government Code Section 12580 et seq. The registration shall be made on **Form CT-1** and shall be accompanied by the required registration fee (currently **$50**).

11.2 Annual Reporting. The Trustees shall file all required annual reports in a timely manner, including:

- (a) **Form RRF-1** with the California Attorney General's Registry of Charitable Trusts, due within **four (4) months and fifteen (15) days** after the end of the Trust's fiscal year; and
- (b) **Form 990** with the Internal Revenue Service, due by the **15th day of the 5th month** after the end of the Trust's fiscal year.

11.3 Tax-Exempt Status. The Trustees shall take all necessary steps to obtain and maintain the Trust's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

11.4 Recordkeeping. The Trustees shall maintain accurate and complete records of all Trust activities, including financial records, minutes of meetings, and copies of all filings with government agencies.

ARTICLE 12: FISCAL YEAR

12.1 Fiscal Year. The fiscal year of the Trust shall end on **December 31** of each year, unless otherwise determined by the Trustees.

ARTICLE 13: SEVERABILITY

13.1 Severability. If any provision of this Declaration of Trust is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect.

13.2 Reformation. If any provision of this Declaration of Trust is held to be invalid or unenforceable, the Trustees shall seek to reform the provision to the minimum extent necessary to make it valid and enforceable while preserving the Settlor's charitable intent.

ARTICLE 14: EXECUTION

14.1 Execution. This Declaration of Trust is executed by the Settlor and the Trustees as of the date first written above.

SETTLOR:

- Christopher Carrington
    - Date: September 3, 2026

TRUSTEES:

- Christopher Carrington
    - Date: September 3, 2026
- Megha Marhatta
    - Date: September 3, 2026