

# LINCOLN CHARITABLE TRUST

## *Of, By, and For the People*™

### The Trust Instrument

#### Explanatory Comment

The original version of the Trust Agreement was derived from a form prepared by Susan N. Gary of Mayer, Brown & Blatt from *A Layers Guide to Private Foundations* (1985) and from the Revocable Living Trust Instrument form from Trust Administration and Fiduciary Responsibility 2d.

#### Know all Men by these Present, Greeting

Whereas, the 59th Republican Ward Executive Committee, a lawful entity pursuant to the Election Code, Act of June 3, 1937, P.L. 1333, art. VIII, § 807, 25 P.S. § 2837, and John M. Templeton, Jr., M.D., whose restricted contribution was tendered to create this Trust, and the Honorable Peter J. Wirs (the “Co-Settlers”) hereby transfer the property to the Trustee, and the Trustee hereby acknowledge receipt thereof and agree to hold such property re and all investments and reinvestments thereof in trust as the Trust Property, pursuant to the Uniform Trust Act, Act of July 7, 2006, P.L. 625, No. 98, 20 Pa.C.S. §§ 7701 - 7799.3, upon the following terms and conditions.

#### ARTICLE I - PURPOSE AND RE

¶ **1. Name of Trust.** The name of this Trust shall be the Lincoln Charitable Trust (“Trust”) which the Trust Property shall be shared equally among Democratic, Republican and independent beneficiaries

#### 2024 Amendment

The Preamble is amended to to comply with 20 Pa.C.S. §§ 7703 and 7780.3(i)(2). See *In re Reuter*, 499 B.R. 655 (Bankr.W.D.Mo. 2013) (As used in definition of “settlor” provided by Uniform Trust Code which indicates that, when more than one person contributes property to trust, each is settlor as to portion of trust property attributable to his contribution). Stylistic change in ¶ 1 to eliminate surplus language.

#### 2016 Amendment

The name was changed to the Lincoln Charitable Trust, in light of experience explaining “Roosevelt-Bentman” was problematic, and moreover, the absence of the designation “charitable” within the name was not effective in communicating the Trust’s charitable purpose. The name “Lincoln” being universally known followed by “Charitable” is anticipated to be more successful in conveying the Trust’s purpose. The Trust’s tag line “of, by and for the People” extrapolated from the Gettysburg Address would complete communicating the Trust’s charitable mission.

#### 2011 Amendment

The name of the Trust was changed in honor of the original Republican and Democratic party litigants who obtained court

precedent preserving the principles of democratic participation within the parties. Naming the trust after individuals is consistent with modern practice naming trusts, so as to not reflect a misappropriation of trust by a more generic name that would appear to simply be a political action committee.

#### ¶ 2. Purpose of Trust.

(A) The Trust is created for the charitable purpose of providing the Trust Property as hereinafter described, for the complete and full access to, benefit of, and usage by any and all duly qualified national, state, county, municipal, ward, district, local and subordinate committees of the Democratic and Republican Parties as defined under Section 301 of the Federal Election Campaign Act (FECA) of 1971, as amended, Pub.L. 92-225, 86 Stat. 3, 2 U.S.C. § 431(4)(C)(14), (15) and (16) and each and every elected member therein, hereinafter (“Qualified Beneficiaries”); elected public officeholders (“Current Beneficiaries”), and the general public for whom the elected public and party officeholders represent (hereinafter the “Beneficiaries”), to protect the exercise of their First Amendment rights to meaningfully participate within the political parties of their choice in furtherance of their inalienable and indefeasible political powers and otherwise promote exemplary public accessibility, accountability, ethical conduct and unity through increased voter participation without dilution or diminishment by undue influence, interference or obstruction by any person or persons and to otherwise organized exclusively for educational and charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1954 (“Code”). (B) Any income in excess of expenses shall be distributed to any other nonprofit corporation which has established its tax exempt status under Section 501(c)(3) of the Code or another charitable trust, to satisfy the requirements under Section 4947(a)(1) of the Code.

(C) Notwithstanding any other provision of this Trust Agreement, the Trust shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal income tax under section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue Law) or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Code (or the corresponding provision of any future United States Internal Revenue Law).

(D) If upon order of the Orphans Court of the Court of Common Pleas under the Uniform Trust Act, there is termination of the Trust, after paying or adequately

providing for the debts and obligations of the Trust, the remaining assets shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for educational and charitable purposes and which has established its tax exempt status under section 501(c)(3) of the Code.

#### Comment

The Trust is a charitable trust. See 20 Pa.C.S. § 6104(b); see also 26 CFR § 1.501(c)(3)-1(d)(2) (“term charitable is used in section 501(c)(3)...includes... organizations designed to ... (iii) to defend ... civil rights secured by law...”). Contrary to current practices, charitable trusts were long politically active. *Taylor v. Hoag*, 278 Pa. 194, 116 A. 826 (1922); Note, *Charitable Trusts for Political Purposes*, 37 VIRGINIA L.REV. 988 (1951); *Restatement (Second) Trusts* § 374 comment j; Bogart & Bogert, *Bogart on Trusts & Trustees* (2d ed.1964) § 378 (“Bogert”); 4 Scott, *Scott on Trusts* (2d ed.1956) § 374.4 (“Scott”); Louis Bartlett, *Charitable Trusts to Effect Changes in the Law*, 16 CAL. L. REV. 478 (1928).

#### 2016 Amendment.

Technical changes only to satisfy IRC § 4947(a)(1).

#### 2013 Amendment.

Technical changes only to satisfy IRC § 4947(a)(1).

#### 2011 Amendment.

The provision that revenue greater than expenses to be applied to sustain NCOPO was added, effectuating the Settlor's original intent of promoting both the Trust Property and NCOPO. All other amendments are to conform to Code requirements.

#### 2009 Amendment.

The Trust Purpose is enlarged by the Trustee pursuant to a non-judicial settlement agreement, 20 Pa.C.S. § 7710.1, to accommodate both parties to satisfy the rule governing charitable trusts under *In re Pruner's Estate*, 390 Pa. 592, 136 A.2d 107 (1957) that the charitable purpose benefit accrue to the public generally, not any particular class. The public benefit is the strong and viable two-party system that contributes to sound and effective government, *Timmons v. Twin Cities Area New Party*, 520 U.S. 351, 367 (1997) through usage of the Trust Property “to purge national politics of what was conceived to be the pernicious influence of ‘big money’ campaign contributions,” *McConnell v. FEC*, 540 U.S. 93, 115 (2003) by requiring candidates and political committees to raise funds from a greater number of persons, *id.* at 136, reversing “the cynical assumption that large donors call the tune [jeopardizing] the willingness of voters to take part in democratic governance,” *id.* at 144, through protecting the embodiment of representation entrusted upon elected party officials by the voters, *Bentman v. Seventh Democratic Ward Exec. Comm.*, 421 Pa. 188, 218 A.2d 261 (1966) is not diluted or diminished, *Reynolds v. Sims*, 377 U.S. 533 (1964), to assure the First Amendment rights of all persons to participate in the political party of their choice, *Kusper v. Pontikes*, 414 U.S. 51, 56-57 (1973).

The reason the purpose is charitable is because voters' right of association with those who share political views, *Rutan v. Republican Party of Illinois*, 497 U.S. 62, 69 (1990), specifically extends to a political party. *Kusper v. Pontikes*, 414 U.S. at 56-57. The First Amendment's objective of promoting uninhibited, robust, and wide open public debate, *New York Times Co. v. Sullivan*, 376 U.S. 254, 270 (1964), is uniquely served by political parties, *Democratic Party v. Wisconsin ex rel.*

*La Follette*, 450 U.S. 107, 122 (1981), attempting to control government through electing candidates sharing common beliefs. *Eu v. San Francisco Co. Democratic Central Comm.*, 489 U.S. 214, 223 (1989). It is without dispute that “debate on the qualifications of candidates [is] integral to the operation of the system of government established by our Constitution.” *Buckley v. Valeo*, 424 U.S. 1, 14 (1976); see also *NAACP v. Claiborne Hardware Co.*, 458 U.S. 886, 913 (1982); *Carey v. Brown*, 447 U.S. 455, 447 U.S. 467 (1980); *Garrison v. Louisiana*, 379 U.S. 64, 74-75 (1964). The First Amendment “has its fullest and most urgent application” to speech uttered during a campaign for political office. *Monitor Patriot Co. v. Roy*, 401 U.S. 265, 272 (1971); see also *Mills v. Alabama*, 384 U.S. 214, 218 (1966). Free discussion about candidates for public office is no less critical before a primary than before a general election. *Cf. Storer v. Brown*, 415 U.S. 724, 735 (1974); *Smith v. Allwright*, 321 U.S. 649, 666 (1944); *United States v. Classic*, 313 U.S. 299, 314 (1941). In both instances, the “election campaign is a means of disseminating ideas as well as attaining political office.” *Illinois Bd. of Elections v. Socialist Workers Party*, 440 U.S. 173, 186 (1979).

Such First Amendment right cannot be abridged by those exercising such right at the expense of others entitled to the same right, *Associated Press v. United States*, 326 U.S. 1, 7, 20 (1945), such loss of First Amendment rights, even for a temporary period, constitutes immediate and irreparable injury to which no damage can be compensated, *Elrod v. Burns*, 427 U.S. 347, 373 (1976), which includes usurpation of elected officeholders, *Smith v. Gallagher*, 408 Pa. 551, 185 A.2d 135 (1962), including elected party officials, who by virtue of election, are embodied with a duty of representation to the voters who elected them, *Bentman v. Seventh Democratic Ward Exec. Comm.*, 421 Pa. 188, 218 A.2d 261 (1966); *People ex rel. Coffey v. Democratic General Committee*, 164 N.Y. 335, 341-342, 58 N.E. 124, 126 (1900), as whomever voters elect are presumed not be surpluseage. *Derringer v. Donovan*, 308 Pa. 469, 473-477, 162 A. 439, 441 (1932), and whose rights cannot be diluted or diminished. *Reynolds v. Sims*, 377 U.S. 533 (1964).

The expression “inalienable and indefeasible political powers” is extracted from Article I, § 1 of the Pennsylvania State Constitution to further buttress the rights of voters generally. The terminology is as it appears in the Constitution of 1790 and was intended by the authors, enlarging upon Benj. Franklin's writings in the 1776 Constitution to incorporate (in greater detail) Thos Jefferson's views articulated in the Preamble to the Declaration of Independence. The phraseology is reiterated under ¶8(A).

#### 2008 Amendment.

No substantive changes, instead the language is rewritten solely to provide the court an unambiguous understanding of the Trust's charitable purpose, but merely enables the court to grasp the constitutional implications of the Trust's charitable purposes, as per the first clause as articulated in such cases as *Rutan v. Republican Party of Illinois*, 497 U.S. 62, 69 (1990); *Kusper v. Pontikes*, 414 U.S. 51, 56 (1973) in harmony with the second clause specifically pronounced in *McConnell v. FEC*, 540 U.S. 93 (2003); *Shrink Missouri v. Nixon*, 528 U.S. 377 (2000); *FEC v. National Right to Work Comm.*, 459 U.S. 192, 208 (1982), and *Colorado Republican Federal Campaign Comm. v. FEC*, 518 U.S. 604, 622- 623 (1996).

¶ 3. **Life of Trust.** The Trust shall continue forever.

¶ 4. **Original Trust Res.** The Co-Settlers acknowledge that it and they have transferred to the Trustee without

consideration, to constitute the original corpus of the Trust Property, all intellectual property ownership rights herein, of:

(A) An open architecture, Internet-based, contact relationship management (“CRM”), social networking (“SocNet”) software as a service (“SAAS”) program (“Trust Property”); and

(B) A federally registered standards development body (“SDB”) registered December 11, 2006 with the U.S. Dept. of Justice and Federal Trade Commission pursuant to the National Cooperative Research and Production Act Pub. L. 103-42, § 3(b)-(c), 107 Stat. 117, 118, 15 U.S.C. 4301 *et seq.*

#### 2024 Amendment

Stylistic change to comply with 20 Pa.C.S. §§ 7703 and 7780.3(i)(2).

#### 2016 Amendment

The NCOPO is properly recognized as the original corpus of the Trust, correcting an omission once the Trust was restructured in 2007. In as the Trust Agreement has always reflected NCOPO objectives and compliance, this change is merely technical.

#### 2009 and 2010 Amendments.

The additional language merely provides a description of the trust property, but also omitted its original tradename, which survives under its new brand name We the People Today™ Political Suite.

¶ **5. Additions to the Trust Res.** The Trustee may receive and accept additional property, whether real or personal, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered and disposed of in accordance with and pursuant to the provisions of this Trust Agreement, but no gift, bequest or devise of any such property shall be received or accepted if it is conditional or limited in such a manner as to violate the purpose of this Trust and provisions of this Trust Agreement, or shall be the opinion of the Trustee, jeopardize the Federal income tax exemption of this Trust pursuant to application sections of the Internal Revenue Code of 1986 or any Federal or state law governing campaign finances, electioneering and political parties. All such original and additional property is referred to herein collectively as the Trust Property.

#### Comment.

The trust received all intellectual property rights to *Poor Richard*, an almanac published by Benj. Franklin, and subsequently his partner, David Hall; from The Poor Richard Corporation, of which the trustee was CEO and principal shareholder.

¶ **6. Retention of the Property Character.** Any Trust Property transferred to this Trust shall retain its original character.

¶ **7. Private Benefit and Advocacy Prohibited.** No part

or portion of the Trust Property or any income or interest earnings therein shall inure or be payable to or for the benefit of any private individual, and the Trustee when acting in his official capacity, shall not violate his duty of impartiality or undivided loyalty due all beneficiaries by promoting, attacking, supporting or opposing any candidate for public or political office.

#### 2009 Amendment.

The additional language relating to duty of loyalty was inserted to assure understanding this paragraph was asserting the doctrine of strict prohibition, see e.g. *In re Flagg's Estate*, 365 Pa. 82, 73 A.2d 411 (1950); Restatement Third, Trusts, § 78 as a default fiduciary standard. The heading was enlarged to include “advocacy” solely for descriptive purposes only which no substantive change was intended.

#### 2008 Amendment.

The stricken language is removed as surplusage, the new language regarding prohibition against PASO (the FEC acronym for Promoting, Attacking, Supporting or Opposing a candidate for public or political office) is inserted primarily for clarify and unambiguity, and a restatement of both Federal and state law.

### ¶ **8. Distributional Requirements of Trust Property.**

(A) *Trust Property for Use by Beneficiaries.* The Trust Property shall at all times be available, without interference or obstruction by any person or persons, for distribution for lawful campaigning and electioneering on behalf of their respective political party and its candidates, nominees, and all other persons in affinity with the purposes of the Trust, and upon election thereto, the inspection of the government to hold accountable those officials elected to assure performance of their duties with faith and fidelity, and for all other protected First Amendment right of association or petition for redress of grievance or of speech or of the press or inspection of the affairs of Government, and to exercise all other and additional inalienable and indefeasible political powers without assessment, cost or fee to any Beneficiary. Distribution shall be through the Trust Property’s public portal. Each beneficiary’s interest in the Trust is inalienable and cannot be disclaimed to injure the Trust’s charitable purposes.

#### (B) *Trust Property for Use by Beneficiaries.*

(1) The Trust Property (“We the People Today SAS”) shall at all times be available, without interference or obstruction by any person or persons, for distribution for lawful campaigning and electioneering on behalf of their respective political party and its candidates, nominees, and all other persons in affinity with the purposes of the Trust, to any Qualified Beneficiary, candidates, nominees and all other persons in affinity with the purpose of the Trust pursuant to the terms and conditions required by the Trustee deems prudent to assure no violation of applicable campaign finance, revenue or trust law.

(2) The Trust Property (the “NCOPO”) shall at all

times be available, without interference or obstruction by any person or persons, for distribution for lawful use as prescribed by such rules and regulations adopted by the Trustee within the Internal Operating Procedures consistent with generally accepted practices and procedures promulgated by standards development bodies.

**(C) *Expense Divided Evenly Among Parties.*** The expense of distribution and for the administration of the Trust, 20 Pa.C.S. §7780.6(a)(8), and protection of the Trust Property, 20 Pa.C.S. § 7779, and any advances heretofore or hereinafter made by the Trustee under 20 Pa.C.S. §§ 7769, 7780.6(a)(7) shall be divided equally between the two political parties to assure that the Trust is undiminished and self-perpetual, and any expense there in made by one party on behalf its Qualified Beneficiaries not equally shared by the other party shall be reimbursed by the latter party before distribution of the Trust Property under subparagraph (B)(1) to any Qualified Beneficiary of the respective party in addition to any surcharge under subparagraph (E).

**(D) *Distribution of Expense by Candidates.*** Each party may elect to surcharge candidates for public office or Current Beneficiaries who are not Qualified Beneficiaries within each respective state to offset or subsidize the expenses under Subparagraph (C) by payment of an equitable End User License Fees in such manner as the Trustee may elect in accordance with campaign finance laws of the respective state; *provided that*, such requirement be limited only to statewide, Congressional or other major candidates.

**(E) *Alternative Dispute Resolution, Surcharge for Breach of Fiduciary Duty, Impoundment.***

**(1)** Pursuant to 20 Pa.C.S. § 7710.1 (UTC 111) and applicable law, any dispute, claim, or controversy involving the interpretation of this Trust Instrument, the administration of the Trust, or the rights or obligations of the Trustee or any beneficiary, including any claim to abridge, interfere or obstruct the rights of any other Beneficiary under the terms of this Trust Agreement, shall be resolved exclusively through a Non-Judicial Settlement Agreement. If mediation is unable to resolve the claim or controversy the matter shall be submitted to binding arbitration.

**(2)** Any Qualified Beneficiary and all elected members therein or any candidate or nominee, or any Current Beneficiary who shall be found as a result of such arbitration to abridge, interfere or obstruct the rights of any other Beneficiary, shall be liable, jointly and severally, for damages limited to the loss incurred by the injured Qualified or Current Beneficiary or class of Qualified or Current Beneficiaries caused by such breach, the sum the Trustee shall impound from proceeds generated by the Trust Property, in addition to any other remedy under law.

**(3)** The Trustee, pursuant to his authority under 20 Pa.C.S. § 7780.6(a)(3), shall arbitrate the dispute between

the Qualified or Current Beneficiaries pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, and the Pennsylvania Uniform Arbitration Act, 42 Pa.C.S. §§ 7341-7342, and after a due process hearing, issue an arbitration award which shall constitute a binding non-judicial settlement agreement under 20 Pa.C.S. § 7710.1 and which may be confirmed and entered as judgment in any court having jurisdiction thereof, including the jurisdiction of any U.S. District Court in which the respondent beneficiary may be found. If there is a dispute regarding the Trustee, the trustee shall appoint a neutral experienced in the law of trust and trustees to preside in the Trustee's absence.

**(4)** Any surcharge levied by an arbitration award shall limited to actual damages, including any advances or liens against the Trust made pursuant to 20 Pa.C.S. §§ 7769(b), 7772(h), 7780.6(a)(7) and any reserves required by ¶ 8(C) and ¶ 15(D) of this Trust Agreement, and all reasonable attorney fees and court expenses.

**(5)** Any advance by any co-beneficiary equal to the surcharge levied by an arbitration award shall reimbursed by all remaining beneficiaries until the respondent satisfies the surcharge or sufficient sums are impounded by the Trustee.

**(F) *Indemnification.*** No national, state, county, municipal, ward, district and local committees of the Democratic or Republican Party as is or as a Qualified Beneficiary or any elected member therein shall be liable for and are fully indemnified and held harmless for any expense of distribution and for the administration of the Trust, 20 Pa.C.S. § 7779, or for any advances heretofore or hereinafter made by the Trustee under 20 Pa.C.S. §§ 7769, 7780.6(a)(7), except for any surcharge assessed under subparagraph (E) in accordance with all due process.

**(G) *Commercial Software.*** The use of commercial products shall not exempt any Qualified Beneficiary and its elected members or candidate or nominee from their duties entrusted to them by law as tenants in common and owners of equitable interests in the Trust Property.

**(H) *Use of Trust Property by the Trustee.*** Distribution of the Trust property to the Trustee or any state co-trustee when acting as a Qualified Beneficiary or as a candidate or nominee shall not constitute self-dealing provided no other Qualified Beneficiary, candidate or nominee is denied distribution of the Trust Property by a breach of trust or other tortious conduct.

**(I) *Distribution of Annual Basis.*** The Trustee shall, as required by the Internal Revenue Code, distribute to each Qualified Beneficiary his undivided fractional interest as an equitable owner of the Trust, such to be noticed in the Annual Report, and report the same, along with funds in reserve and impounded to the Internal Revenue Service and all applicable Federal, state or local campaign finance regulatory agency. The Qualified

Beneficiary shall be solely responsible for the reporting of same to the Internal Revenue Service and to any other Federal, state or local campaign finance regulatory agency.

#### **Westlaw Comment.**

The Uniform Trust Code (UTC) grants trustees the power to enter into predispute arbitration agreements, indicating that a trustee could arbitrate disputes between beneficiaries regarding the interpretation of the trust or its administration. This power is supported by the Pennsylvania statute 20 Pa.C.S.A. § 7780.6 which specifically lists the power of a trustee to resolve a dispute regarding the interpretation or administration of the trust by mediation, arbitration or other alternative dispute resolution procedures.

However, it's important to note that this power is not unlimited and is subject to certain rules and restrictions. For instance, in *Brown v. Brown-Thill*, 762 F.3d 814 (8th Cir. 2014) the court found that an arbitrator did not exceed his powers under the trust agreement when he approved a trust funding proposal, despite a trustee's contention that his approval was required by the trust agreement. This suggests that a trustee's powers can extend to arbitrating disputes related to the administration of the trust. However, the court in the same case also ruled that the arbitrator exceeded his authority when deciding to remove a co-trustee, indicating that a trustee's authority to arbitrate must be within the bounds of the trust agreement and the UTC.

#### **Legislative History**

Paragraph 8(E) is pursuant to 20 Pa.C.S. § 7780.6(a)(3) which parallels the Uniform Trust Code (UTC 816) at subsection 23.

#### **2024 Amendment**

With insertion of ¶ E(1), all remaining paragraphs are renumbered. New ¶ E(1) inserted per Uniform Law Commission recommendations to clarify the provisions under 20 Pa.C.S. § 7710.1, plus the language that obtaining a non-judicial settlement agreement in lieu of litigation is now mandatory. The mandatory provision is recommended by case law and legal commentators that the trust assets are protected as arbitration is less costly than litigation. While disputes between beneficiaries are resolved by the Trustee sitting as the arbitrator, ¶ 3(2) is amended to provide that if there arises a dispute concerning the Trustee, he is obviously required to recuse himself, the provision requiring him to appoint a neutral experienced in trust administration. Technical change in ¶ (E)(3) by inserting 20 Pa.C.S. § 7710.1 regarding non-judicial settlement agreement to reflect governing law. See *Testamentary Trust of Conti*, 41 Pa. D. & C. 5th 134, 143, 2014 WL 12862647 \*3 (Phila. O.C. Sept. 17, 2014) (HERRON, J.) (Nonjudicial settlement agreement is binding).

#### **2016 Amendment**

Stylistic and technical changes only.

#### **2014 Amendment**

Subparagraphs (A) (D) and (E) were amended pursuant to ¶ 24 by the Trustee to conform to law and is stylistic only, no substantive change was made.

Subparagraph (A)'s last sentence is simply a restatement of common law, incorporated into the Pennsylvania Uniform Trust Act at 20 Pa.C.S. § 7706 which expressly provides that: "The common law of trusts and principles of equity supplement this chapter, except to the extent modified by this chapter or another statute of this Commonwealth." The common law of Pennsylvania (as well as all other states) includes The Charitable

Uses Act of 1601, Statute of 43 Elizabeth, c. 4. (1601). See *City of Philadelphia v. Heirs of Girard*, 45 Pa. 9, 39 (1863). In that the Pennsylvania Uniform Disclaimer Act, 20 Pa.C.S. §§ 6201-6207 does not expressly abrogate the Statute of Elizabeth, *In re Rodriguez*, 587 Pa. 408, 414-415, 900 A. 2d 341, 344-345 (2003), the common law remains undisturbed. More importantly, the Pennsylvania Uniform Trust Act cures a defect of Pennsylvania never having adopted the Statute of Elizabeth. *Hill School Tax Exemption Case*, 370 Pa. 21, 24, 87 A. 2d 259, 262 (1952); *In re Milton Hershey School*, 867 A. 2d 674, 681-682 (Pa.Cmwlt 2005) *rev. on other grounds* 590 Pa. 35, 911 A. 2d 1258 (2006).

Subparagraph (D) qualified candidates and officeholders as Current Beneficiaries solely for clarification to distinguish them from Qualified Beneficiaries and Beneficiaries generally, consistent with the V.O. Key's distinction of major political elements in *Politics, Parties, and Pressure Groups* 211-212 (5th ed. 1964).

Subparagraph (E)(3) assures that any surcharge is limited to actual damages. The purpose of surcharge, however, "is reimbursement for losses, not punishment of the fiduciary guilty of nonfeasance." *In re Francis Edward McGillick Foundation*, 406 Pa. Super. 249, 266, 594 A.2d 322, 331 (1991), *rev'd on other grounds*, 537 Pa. 194, 642 A.2d 467 (1994). The requirement for reasonable attorneys fees and court costs is because charitable trusts are exceptions to the American rule. See e.g. *Dardovitch v. Haltzman*, 190 F.3d 125, 135 (3d Cir 1999) citing Bogert § 871 in re awarding legal fees.

Subparagraph (E)(4) reiterates the Common Fund rule that should any co-beneficiary act to protect the Trust, all other co-beneficiaries are to reimburse the original co-beneficiary. "[W]here one of many parties having a common interest in a trust fund, at his own expense takes proper proceedings to save it from destruction and to restore it to the purposes of the trust, he is entitled to reimbursement, either out of the fund itself, or by proportional contribution from those who accept the benefit of his efforts." *Trustees v. Greenough*, 105 U.S. 527, 532, 25 L.Ed. 1157, 1160 (1881). See also *DuPlaine's Estate*, 185 Pa. 332, 334-335, 39 A. 947, 948 (1898); Bogert § 191.

#### **2013 Amendment**

Subparagraph (E) was amended pursuant to ¶ 24 by the Trustee to conform to law, in as the stricken language indemnified county and local party committees from surcharges against a national or state party committee for breach of fiduciary duty. Because the party is a singular entity, *Brown v. Finnegan*, 389 Pa. 609, 133 A.2d 809 (1957) *affirming* 8 Pa. D. & C. 2d 780, 783 (Dauphin Co. C.P. 1957) construing Act of June 3, 1937, P.L. 1333, § 801, the Penna. Election Code, 25 P.S. § 2831; it was held that providing such relief among political committees within the political party would violate 20 Pa.C.S. § 7773 regarding impartiality.

#### **2010 Amendment.**

Subparagraph (C) was amended and a new subparagraph (F) was inserted to clarify the Co-Settlers' intent and remove any ambiguity that absolutely no liability accrues to any Qualified Beneficiary, other than any surcharge that is assessed. The purpose of Subparagraph (C) is to assure that one party does not rely upon or otherwise "piggyback" on the efforts of the other caucus and therefore unfairly profit upon the other party's labor. Subparagraph (F) was requested by the Democratic National Committee.

#### **2009 Amendment.**

A new subparagraph (A) was inserted to reiterate the requirements for charitable purposes as set forth under *In re Pruner's Estate*, 390 Pa. 592, 136 A.2d 107 (1957) are fully articulated. The phrase “inalienable and indefeasible political powers” is added to underscore the First Amendment rights of political association.

Subparagraph (B) was enlarged upon to represent that only qualified beneficiaries, i.e., party officeholders, candidates and nominees are distributed access to the Trust Property only through their respective Democratic or Republican caucuses, while the public at large, are distributed access to the Trust Property through its public portal for access to the qualified beneficiaries of either one or both of the caucuses.

Subparagraph (C) was enlarged upon to assure that the trust is forever undiminished and self-perpetual. Because of the causes and resulting non-judicial settlement that resulted in the Trust becoming bipartisan, the clause requiring reimbursement by one national party committee to offset the expense incurred by the other for administration of the trust and protection of the trust property must be paid before being awarded distribution rights under subpart (A). Reference is made to subparagraph (E) for remedy arising from failure to comply with Subparagraph (C).

Subparagraph (E) is a restatement of law of fiduciary duty among co-beneficiaries, see e.g., Bogert & Bogert, *BOGERT ON TRUSTS*, § 191 (2d ed. Rev.) “Duties of Beneficiaries” followed by i.e., *Fresh Kist Produce LLC v. Choi Corp, Inc.*, 223 F.Supp. 1, 8, (D.D.C. 2002) amended 251 F.Supp.2d 138 and *Christman v. Seymour*, 145 Ariz. 200, 202, 700 P.2d 898, 900 (1985). See also 4 *SCOTT & ASHER ON TRUSTS* § 25.3 “Beneficiary's Duties to Other Beneficiaries.” Both speak to the well settled rule in *DePlaine's Estate*, 185 Pa. 332, 334-335, 39 A. 947, 948 (1898). Damages are limited to actual loss occurred, see e.g. *In re Scheidmantel*, 868 A.2d 464, 493-494 (Pa.Super. 2005) but the subparagraph assures a due process hearing. It is generally agreed by the text-writers the remedy readily available at the Trustee's disposal is impoundment. Bogert, *supra* (“If a beneficiary commits an act which violates this duty he may be required to reimburse the trust fund or his co-beneficiaries for the damages suffered, his interest under the trust being impounded for that purpose”); Restatement Second, *Trusts* § 253 (“[co-beneficiary] is personally liable for the amount of the loss, and his beneficial interest is subject to a charge thereof”).

A new subparagraph (H) was included to underscore that whether or not a Qualified Beneficiary was distributed access to the Trust Property, the Trustee will distribute and the Qualified Beneficiary will comply with the Internal Revenue Code the reporting of the Qualified Beneficiary's annual basis to the IRS and if so required to Federal and state campaign finance reporting agencies. This measure assures compliance with the Internal Revenue Code and also the Federal Elections Campaign Act, which requires reporting of “dividends, interests and other forms of receipts,” 2 U.S.C. § 434(b)(2)(J), and the name, etc., if such is in excess of \$200. 2 U.S.C. § 434(b)(3)(G).

#### 2008 Amendment.

This paragraph has been divided into four subdivisions, of which subdivision A was the original language. The changes to the original language was merely to provide clarity and remove any ambiguity.

Subparagraph (B) is new and is grounded in the legal analysis concluded by the Pennsylvania General Counsel, among other authorities. Candidates are to subsidize the distribution of the

Software to the Qualified Beneficiaries, although such shall be limited only to the Qualified Beneficiaries within the state. The term “equitable end use licensee fee” is to convey the meaning that those candidates, i.e., statewide and Congressional candidates who, by virtue of greater campaign contribution receipts, are in a better position to pay, should do so.

Subparagraph (G) also provides that all Qualified Beneficiaries, candidates and nominees are not exempted from their ownership responsibilities even if they use competing commercial products.

Although Subparagraph (D) is new, it merely restates governing law regarding impartiality and is inserted to provide a bright line rule distinguishing usage of the Trust Property by Trustees if or when they are beneficiaries, candidates or nominees.

**¶ 9. Rights of Amendment.** The Co-Settlers may at any time and upon successive occasions, alter or amend this Trust in whole or in part, for good and just cause, if and only any of the Original Trustees are a duly elected officer thereof of anyone of the Co-Settlers. Notwithstanding the right of amendment, this Trust is irrevocable.

#### 2024 Amendment

Stylistic change to comply with 20 Pa.C.S. §§ 7703 and 7780.3(i)(2).

#### 2009 Amendment.

The last sentence was modified to correctly state the Trust is irrevocable and no substantive change was intended.

#### 2008 Amendment.

Provisions reserving Revocation is stricken, as such was never the original intent of the Settlers to revoke the Trust, the language originally appearing as boilerplate.

**¶ 10. Spendthrift Clause.** No equitable right or interest or principal or income of any part of the Trust Property created under this Trust Agreement shall be alienated, anticipated, assigned, destroyed by conveyance, surrender or release, or encumbered, or subject to any creditors' claim or to legal process, prior to its actual receipt by the Beneficiary or Qualified Beneficiary, the distribution being the sole and absolute discretion of the Trustee. If the creditor of any Beneficiary or of any Qualified Beneficiary who is entitled to any distribution under this Trust Agreement attempts by any means to subject to the satisfaction of his claim the interests of the Beneficiary or Qualified Beneficiary in any distribution, then, notwithstanding any other provision of this Trust Agreement, unless the release of the writ of attachment or garnishment or other process, the Trustee collectively shall act as advised by counsel.

#### 2009 Amendment.

No substantive changes were intended. The clauses “equitable right,” “alienated” and “destroyed by conveyance, surrender or release” was inserted to assure the fullest degree of protection and assure the principle of *cujus est dare, ejus est disponere* [he who has a right to give, has the right to dispose of the gift]. *Morgan's Estate*, 223 Pa. 228, 230, 72 A. 498, 499 (1909).

2008 Amendment.

The Spendthrift provision is further enhanced with the inclusion re Trustee discretion, per guidance from *First Northwestern Trust Co. v. IRS*, 622 F.2d 387 (1990) and Mario A. Mato, *Piercing of Spendthrift Trusts, Family Limited Partnerships, and Other Threats to Estate Planning Structures*, ABA Section of Real Property, Probate and Trust Law, 19th Annual Spring Estate Planning Symposia (May 1-2, 2008) to assure protection of the Trust Property under the Spendthrift provision.

ARTICLE II - THE TRUSTEE

¶ 11. **Trustee.** The current Trustee is the Honorable Peter J. Wirs of Pennsylvania, who is one of the three original trustees designated by the Co-Settlers, the other two being the Honorable Arlin M. Adams and Frederick W. Hess, III..

2024 Amendment

Stylistic change to comply with 20 Pa.C.S. §§ 7703 and 7780.3(i)(2) and to historically note the original trustees.

2011 Amendment.

Amendment reflects the revision resulting from amending ¶ 12 *infra*. For purposes of ¶ 9, *supra*, the current trustee is one of the original trustees and as of the date, an officer of the Co-Settlers.

¶ 12. **Organization, Appointment, Death or Resignation or Removal of Trustee.**

(A) There shall be one Trustee, who shall have authority pursuant to the Uniform Trust Act, 20 Pa.C.S. § 7780.6(32) to appoint one Democratic and one Republican co-trustee to act in each respective state jurisdiction (“Ancillary Trustees”) and confer upon the appointed Ancillary Trustee all powers and duties of the appointing Trustee, require that the appointed Ancillary Trustee furnish security, and at his sole discretion, remove the appointed Ancillary Trustee thereto.

(B) In the event of the death, disability, resignation or removal of the Trustee, a successor or acting Trustee as may be required, shall be appointed by the incumbent Trustee prior to his permanent or temporary leave of office. Otherwise, the successor trustee shall be appointed by the court upon petition by the Attorney General of Pennsylvania.

(C) Any former Trustee upon retirement may be afforded such per diem compensation and privileges as Senior Trustee Emeritus.

2020 Amendment

Addition of disability to provide for contingencies when the current trustee becomes disabled and unable to discharge his fiduciary duties. The provisions regarding selection by qualified beneficiaries eliminated as being impractical in implementation.

2016 Amendment.

The successor Trustee provisions were rewritten under the doctrine of deviation due to discovery the successor trustee provisions were discovered to be unable to be effectuated, upon the current trustee becoming terminally ill. Subparagraph C adopts current practice.

2011 Amendment.

¶ 12 was substantially amended to provide for only one Trustee who would exercise his statutory authority to appoint co-trustees in act in other jurisdiction, the only modification from the statutory language is that there must be two co-trustees within each jurisdiction, one being a Democrat and the other being a Republican. This amendment removes the possibility of qualified beneficiaries may impair administration of the trust and protection of the Trust Property by inaction or failure to appoint trustees as was previously provided. This amendment necessarily eliminates all prior references to “circuits” it being found as lacking in clarity as compared to a single state.

2010 Amendment.

Subparagraph (E) was substantially amended to remove from chairmen of the national party committees the recommendation of successor trustee candidates and vest such in the hands of all qualified beneficiaries within a respective party. The provision including concurrence of the Attorney General is primarily to assure oversight. The amendment, the underlying principle being recommended by the Attorney General, the Attorney General, strips the national party chairs of any discretion, which as historically demonstrated, was problematic, and further pursues the Trust’s democratic principles of vesting control back into the hands of precinct and county committee members.

2010 Amendment.

No substantive changes.

2009 Amendment.

Subsequent to the non-judicial settlement to establish the Trust as bipartisan and division of the Trust into two partisan subtrusts, the number of trustees was further enlarged from 17 to 24, of which 12 Democratic Circuit Trustees would administer the Democratic Leadership Trust and 12 Republican Circuit Trustees would administer the Republican Leadership Trust. Language that the Trustee was to be at-large was merely a clarification. An additional provision was added to allow the party opposite that of the Trustee to designate one among them as the Vice Chairman. A new provision was provided to accommodate for Senior Trustees, analogous to senior judges. Additionally, the definition of District Trustees was included under new subsection (D) to reflect the Circuit Trustees’ powers to appoint ancillary trustees within districts as set forth under 20 Pa.C.S. § 7780.6(a)(32). The Trustee’s advice and consent is merely to confirm such appointment is in compliance with governing law and the Trust Agreement.

2009 Amendment.

The Trustees pursuant to their authority under Art. II, ¶ 24, modified this section under Resolution 2009-19 to reconcile FECA with the Uniform Trust Act, by removing the RNC’s unfettered discretion and placing recommendation authority under the RNC Chairman with court supervision. Federal Election Commission regulations at 11 CFR 300.2(c) defined as a “sponsor” suspect of violating BCRA provisions amending FECA as *inter alia*, one who appoints governing officers or directors of another entity. See 11 CFR 300.2(c)(2)(iii). After extensive discussions with the Federal Election Commission’s general counsel, who on April 27, 2009 opined that this issue was a matter of Pennsylvania law, and not FECA or FEC regulations. The amended provisions now clearly states that the existing Trustees appoint a successor recommended by the RNC Chairman provided a full and fair opportunity to be heard is afforded all beneficiaries and when required by law, consent of the Attorney General is provided, see e.g. 20 Pa.C.S. § 7764(d)(2), all under the supervision of the court. 20 Pa.C.S. § 7711(a).



2008 Amendment.

This Paragraph has been substantially rewritten as per the Findings of Fact and Conclusions of Law in Resolution 2008-16 following *In re The Barnes Foundation*, 69 Pa. D. & C.4th 129, 24 Fiduc.Rep.2d 94 (Montg. O.C. 2004). The Trustee is enlarged from the original concept of a three member board to now a 15 member board. The Trustee Chairman is the full-time trustee and systems administrator, and notwithstanding the Pennsylvania legislature eliminated the “resident trustee” requirement, *cf.* 20 Pa.C.S. § 7103, now superceded by 20 Pa.C.S. § 7764, is required to be a resident trustee of the state which the Trust's situs. The remaining 14 Co-Trustees are to be from circuits consisting of contiguous states within regions as divided into the respective State Associations for the purposes of electing the regional vice chairmen of the party.

**¶ 13. Change in Trusteeship.** Upon any change in any trusteeship hereunder, the continuing Trustee or successor Trustee, as the case may be, shall have all of the powers, authorities, rights, discretions, immunities, estates, titles, duties and obligations of the original Trustees, without the necessity of any conveyance or the taking of any action whatsoever.

**¶ 14. Limitations on Duties with Respect of Successor Trustee.** No successor Trustee shall have any responsibility for the acts or omissions of any prior Trustee and no duty to audit or investigate the accounts or administration of any such Trustee, nor, unless in writing requested to do so by a person having a present or future beneficial interest under the Trust hereunder, any duty to take any action to obtain redress for breach of trust. It is the intent of the Co-Settlers that the successor Trustee shall not be required to obtain approval or discharge by any court of law or equity or to pursue any other court proceeding at the request of the Beneficiaries. However, regardless of any such circumstances, any claim or action in law or equity against any previous Trustee must in any event be asserted or commenced or filed within one (1) year after the appointment of a successor Trustee, unless otherwise provided by law.

2024 Amendment

Stylistic change to comply with 20 Pa.C.S. §§ 7703 and 7780.3(i)(2).

**¶ 15. Trust Management.**

**(A) Powers Generally.** The Trustee shall exercise and discharge all powers as provided by law, including all illustrative powers of trustee as provided under the Uniform Trust Act, inclusive, together with any amendments thereto, such specific powers being hereby incorporated by reference thereto and made part of this Trust Agreement, of which the incorporation of one or more of the powers contained in the Uniform Trust Act, 20 Pa.C.S. § 7701-7799, shall be in addition to and not in limitation of the common law or statutory powers of trustee. The Trustee shall have, in addition to all powers

granted by law, require each Ancillary Trustee to act in accordance with any directive issued by the Trustee as set forth within Internal Operating Procedures promulgated by the Trustee to assist each of the Ancillary Trustees in the administration of the Trust Property within their jurisdiction; *provided that*, such rules are not inconsistent with law or this Trust Agreement.

**(B) Integration with other Software.** The Internal Operating Procedures shall provide for the integration of the Trust Property with any other software program or software as a service offered by any other corporation or nonprofit organization or political committee to the Beneficiaries or to any Qualified Beneficiary without undue burden or cost to either the Trust, corporation, the nonprofit organization or political committee, but the Trustee is not obliged to integrate the Trust Property the expense of the Trust or any other Qualified Beneficiary.

**(C) Duty of Impartiality.** As officers of the court, the Trustee and each Ancillary Trustee shall at all times act impartially in the administration of the trust and the protection and distribution of the Trust Property, 20 Pa.C.S. § 7773, and at no time shall deliberately cause any advantage accrue to a Qualified Beneficiary at the expense of another, the only loss which a Qualified Beneficiary may incur shall be that of its own doing arising from non-compliance with the terms of this Trust Agreement or applicable law.

**(D) Sufficient Endowment.** In administering the Trust, the Ancillary Trustees shall assist the Trustee who at all times shall assure that the Trust Property is at all times fully protected, 20 Pa.C.S. § 7779, by possessing adequate funds to assure that the Trust is undiminished and self-perpetual, which shall include an endowment or escrow to represent such funds as necessary to sustain the administration of the trust for not less than ten subsequent years.

**(E) Civil Procedures.** Whenever a due process hearing is required any provision herein, such applicable parts and provisions the Federal Rules of Civil Procedure shall be adapted by the Trustee to assure a full and fair opportunity for all parties-in-interest to be heard, including governmental agencies. 20 Pa.C.S. § 767. The Trustee shall provide all accommodations reasonable and prudent to assure no party-in-interest is denied the fair and full opportunity to be heard by himself or by his counsel, which may include convening such due process hearings telephonically or online; *provided however*, that all persons participating in the hearing are able to fully hear each other. 15 Pa.C.S. § 5708. All parties-in-interest shall be solely responsible for their own attorney's fees and legal costs.

**(F) Annual Audit.** The Trustee shall submit annually to an independent audit by a nationally reputable certified public accountant and publish such independent audit in the Annual Report required by law. 20 Pa.C.S. §



7780.3(i)(5).

2011 Amendment.

Changes are primarily stylistic to incorporate the amendment under ¶ 12. Incorporation with other software was enlarged to include for-profit corporations, provided such does not impair the Trust Purpose as provided under ¶ 2.

2010 Amendment.

The term subtrust was replaced with caucus, no substantive change intended. See comment to ¶ 1.

2009 Amendment.

Because of the enlargement of the Board of Trustees from 15 to 23 co-trustees and division of trusts into two subtrusts, Paragraph 15 was enlarged upon to provide for the Vice Chairman to assume the powers and duties in the latter's absence, disability or vacancy of office, until a successor Trustee is appointed. Additionally, subparagraph (D) was enlarged upon to reflect the importance of the Internal Operating Procedures to the efficient administration of the trust to carry out the terms of the Trust Agreement and governing law. Subparagraph (B) was rewritten that provides for appointment of ancillary trustees per state, county or smaller political subdivision. 20 Pa.C.S. § 7780.6(a)(32).

A new subparagraph (E) provides the Trustees may promulgate such necessary Internal Operating Procedures to assure integration of the Trust Property with software offered by other nonprofit organizations or political committees, i.e. ActBlue or MoveOn.org. This provision was not previously necessary because unlike the Democrats, the Republicans had no such nonprofit entity providing online functions equal to that provided by ActBlue or MoveOn.org. With expansion of the Trust to include both Democrats and Republicans, subparagraph (E) allows for the integration of such software, since existing entities cannot satisfy the *Bentman* rule to which only the Trust can accomplish. Inclusion of this provision necessarily precludes integration with commercial software products, as such undermines both the nonprofit as well as the charitable nature of the Trust and the nonprofit attributes of entities such as ActBlue and MoveOn.org.

Additionally, because the Trust is now bipartisan, subparagraph (F) was provided to assure that the Trustees themselves do not manage the Trust so as to enable one party an advantage over another, the only disadvantages that arise would be solely that inflicted by a Qualified Beneficiary on itself by non-compliance with the terms of this Trust Agreement.

Subparagraph (G) was inserted only to fully define what constitutes assurance that the Trust be undiminished and self-perpetual, in that there be held in escrow sufficient funds to sustain the administration of the trust for at least ten years subsequent to the current operating year. The inclusion of this provision is to assure that the Trust is sufficiently endowed notwithstanding normal political pressures.

A new subparagraph (H) was inserted to define what constitutes a due process hearing and definition of a full and fair opportunity to be heard. The provision allows the Trustees to adopt the appropriate parts and provision of the Federal Rules of Civil Procedure to govern such due process hearings. Provision is made to accommodate out-of-state parties-in-interest by authorizing telephonic or online hearings. The subparagraph also assures that all parties-in-interest are solely responsible for their own attorneys' fees and legal costs.

A new subparagraph (I) was inserted to require that the Trustees

undergo an annual audit by an independent certified public accountant, if it is determined that Pennsylvania law that appears to requires such audit, is determined not be applicable.

2008 Amendment.

Because of the enlargement of the Board of Trustees from three to 15 co-trustees, Paragraph 15 is rewritten to delineate that the Trustee Chairman is the full-time trustee empowered with the primary decision-making authority, except that he is required to assign and delegate trust administration matters which are "more prudently administered" by co-trustees within their state(s) or who are appointed by virtue of their special skills and expertise. Subparagraph (D), while new, is merely a restatement of law and permanently empowers the Trustees to adopt Internal Operating Procedures, to have the effect of law when not inconsistent with applicable law and the Trust Agreement. The balance of the subparagraphs are stricken as surplusage.

**¶ 16. Inclusion of Prudent Man Rule.** Notwithstanding the fact that the Trustee is granted broad powers under this Trust Agreement, it is the intent of the Co-Settlers that these powers only be utilized in a way as to meet the needs of the various kinds of administrative, financial, and distribution responsibilities imposed upon the Trustee in this Trust Agreement. It is assumed and imposed upon the Trustee that under any and all circumstances the Trustee shall follow the Prudent Man Rule and perform all acts within the limits of the fiduciary responsibility imposed on a trustee by law. Accordingly, the Trustee shall administer the trust as officers of the court in good faith in accordance with the provisions of this Trust Agreement solely in the interests of the Beneficiaries and in accordance with applicable law and shall at all times administer the Trust by acting impartially in investing, managing and distributing the Trust Property, giving due regard to the Beneficiaries' respective interests in light of the purpose of the Trust, and otherwise treat all Beneficiaries equitably in light of the purpose of the Trust. In administering the Trust, the Trustee may incur only costs that are reasonable in relation to the Trust Property, and otherwise administer the Trust as a prudent person would, by considering the purposes, provisions, distributional requirements and other circumstances of the Trust and by exercising reasonable care, skill and caution. The Trustee shall take reasonable steps to take control of and protect the Trust Property, and keep adequate records of the administration of the Trust.

2011 Amendment.

Changes are primarily stylistic to incorporate the amendment under ¶ 12.

2009 Amendment.

The phrase "officer of the court" was inserted as reminder of the Trustees' station as such. *Estate of Thompson*, 426 Pa. 270, 275, 232 A.2d 625, 628 (1967); *In re Coleman's Estate*, 456 Pa. 163, 168-169, 317 A.2d 631, 634 (1974) and is not intended to constitute any substantive change.

**¶ 17. Intent of Settlor, Conflicts of Interests, Disclosure, Compliance with Applicable Standards.**

(A) *Compliance with Fiduciary Standards.* It is the intent of the Co-Settlers that the Trustee may act freely under all and any of the powers and authority granted in this Trust Agreement as to all matters concerning the Trust Property after forming a reasonable judgment based upon all of the circumstances of any particular situation as to the wisest and best court to pursue in the interest of the Trust and the Beneficiaries. The Trustee shall exercise his powers at all times in their fiduciary capacity solely in the interests of the Beneficiaries. If there is an inherent conflict of interest by virtue of an act or acts, or omission of an act or acts, the Trustee shall make full disclosure to the appropriate parties in interest on a timely basis. In managing the Trust, any outside fee, commission, or similar compensation not otherwise specified or prohibited within this Trust Agreement, shall be fully disclosed to the Beneficiaries,

(B) *Compliance with UNIFORM CODE OF OFFICIAL CONDUCT and other NCOPO Standards.* The Uniform Code of Official Conduct promulgated by the NCOPO shall govern the conduct of all Qualified and Current Beneficiaries, if their respective governing bodies or political parties have not otherwise adopted the Code. To the extent that violations of the Code are committed by any Qualified and Current Beneficiary, the Trustee is limited to imposing the sanction of prohibiting such Current or Qualified Beneficiary from any and all further access to the Trust Res. It is moreover the intent of the Settlor that the Trustee and all Current and Qualified Beneficiaries shall adhere to act in conformance with and all other applicable standards promulgated by NCOPO which may govern the Trust or any trustee or beneficiary. As a condition of the End User License Agreement each Qualified Beneficiary, candidate or nominee so eligible for voting or non-voting membership in NCOPO shall maintain such membership. The Trustee shall contribute to NCOPO any excess funds and collect earmarked contributions and dues from Qualified Beneficiaries for NCOPO.

2024 Amendment.

Subparagraph (B) was substantially amended to provide for the enforcement of the NCOPO UNIFORM CODE OF OFFICIAL CONDUCT for all Qualified and Current Beneficiaries, given the political situations materialized relevant to Donald J. Trump. For violations of the Code, the Trustee is limited to imposing the sanction of prohibiting the Qualified or Current Beneficiary from any and all further access to the Trust Res. Stylistic change to comply with 20 Pa.C.S. §§ 7703 and 7780.3(i)(2).

2011 Amendment.

Changes are stylistic to incorporate amendment under ¶ 2.

2009 Amendment.

The paragraph was divided into two subparagraphs. No substantive change was intended. The provision that excess funds may be contributed to the NCOPO is in furtherance of the Trust's nature as charitable trust, in addition to acting as conduit

for campaigns and Qualified Beneficiaries.

2008 Amendment.

The only change, while minor is significant.

¶ 18. **Duty to Inform.** The Trustee shall have and exercise the duty to inform and report to any and all Beneficiaries as governed by the Uniform Trust Act. All Beneficiaries shall be informed of the fact of the Trust's existence, the identity of the Co-Settlers, the names, addresses, phone numbers and email addresses of the Trustee and each Ancillary Trustee, the right to receive a copy of this Trust Agreement and to receive not less than annually, a written report from the Trustee. Such annual report by the Trustee shall include, but not be limited to the assets, liabilities, receipts and disbursements of the Trust.

2024 Amendment

Stylistic change to comply with 20 Pa.C.S. §§ 7703 and 7780.3(i)(2).

¶ 19. **Trustee Compensation and Reimbursement of Expenses.** The Trustee shall be compensated the annual sum ten percent greater than the annual compensation of the highest paid chairman of the respective national party committees, or a sum not less than One Hundred Fifty Thousand Dollars and each Ancillary Trustee may be a commission predicated on contributions and End-User License fees paid by statewide or congressional candidates or any other funds advanced to the Trust solicited by the Ancillary Trustee in accordance with law. The Trustee may be provided such additional benefits including pension, health and major medical insurance coverage as may be reasonable and prudent. All Ancillary Trustees shall be reimbursed for reasonably incurred out-of-pocket expenses for the administration of the Trust, which shall include meals, travel, and stationary, and for compensation and benefits for such full or part time administrative staff as may be reasonable and prudent and for legal counsel, *provided that*, any legal counsel retained by a Ancillary Trustee shall not duplicate the representation provided by general counsel. The Trustee shall receive no other compensation, including fees or honorariums for performing his duty or appearing in his official capacity as Trustee. All other income, obligations and interests shall be reported to all Beneficiaries in the same manner as is required of public officeholders in the state of which is the situs for the Trust.

2014 Amendment.

Changes are primarily stylistic to accommodate Bogert & Bogert, *Bogert on Trusts and Trustees* § 191 re advances by co-beneficiaries.

2011 Amendment.

Changes are primarily stylistic to incorporate the amendment under ¶ 12.

2009 Amendment.

No substantive changes were made and all such amendments were for clarification. Subparagraph (B) was amended to bring it into compliance with Pennsylvania decisional authority. The new subparagraph (E), in addition to the allowance for COLAs also provides for the allowance that full-time Trustees and staff personnel may pledge future income for i.e., securing a mortgage, provided that the Trust was made whole by reason of death, disability, resignation or removal by a financial instrument, primarily life insurance. This provision was included to remove doubt and to assure that no appearance of conflict of interest would arise if such future income was pledged, as well as to provide for the fullest protection properly due the Trust. Subparagraph (F) is elaborated upon and now requires annual reporting of outside income, obligations and interests as would be required of a candidate for public office or public officeholder under Pennsylvania law, in furtherance of the transparency required of exemplary standards under the Trust Purpose. The provision is not new however, as it merely provides the procedure for the requirement stated under ¶ 17.

2008 Amendment.

By virtue of this amendment, only the Trustee is compensated by a full-time salary, which is further amended by being either \$150,000 or ten percent greater than the salary compensation of the Republican National Chairman, so as to underscore that the Trustee is not to be lightly dismissed. The remaining co-trustees are no longer paid a salary, but are paid commissions of up to two percent of all contributions and statewide and Congressional candidates' end user licensee fees personally solicited. It is anticipated that this clause should satisfy the requirements imposed by law that compensation be reasonable value to service rendered.

**¶ 20. Appointment of Agents and Independent Auditors.** The Trustee shall have the power to appoint such agents upon establishing the scope and specific terms of delegation, consistent with the purposes and provisions of the Trust, including a firm responsible for the maintenance and upgrade of the Property Trust, legal counsel, and a certified public accountant to act as Treasurer, and provide such compensation that is reasonable. Each agent shall comply with the scope and terms of the delegation and shall exercise the delegated duties and powers with reasonable care, skill and caution and shall be liable to the Trust for failure to do so. Any agent possessing special skills or expertise shall diligently employ and use those special skills or expertise for the sole benefit of the Trust.

2009 Amendment.

The provisions reserving the right for the Co-Settlers to designate an auditor was struck as surplusage.

2008 Amendment.

A new provision is added to allow the Co-Settlor to designate the independent auditor when an audit becomes required by law, 10 P.S. § 162.5(f), the threshold being \$300,000 for an certified audit, a review is required if below \$300,000 but exceeding \$100,000. The reservation of this power remains so long as the Trust is not irrevocable per ¶ 9 re rights of amendment.

**¶ 21. Authority to Grant Power of Attorney.** The

Trustee is authorized to delegate any powers under this Trust Agreement to an Attorney-in-Fact pursuant to a Special Power of Attorney for the purposes of carrying out the delegated assignment specified in the Special Power of Attorney. The Special Power of Attorney may be issued for any purpose by the Trustee to the recipient of that power; provided, however, that such power shall not exceed the terms, conditions, and powers of this Trust Agreement. Any third party being shown a Special Power of Attorney from the recipient of that power shall have a right without further investigation to rely upon the Special Power of Attorney.

**¶ 22. Trust Expenses.**

**(A) Expenses, Indemnification.** The Trustee shall have the authority to pay all costs, charges and expense of the Trust. The Qualified Beneficiaries agree to fully indemnify and hold harmless the Trustee, jointly and severally, against any and all liability on the part of the Trustee for lawful and proper acts within their powers and on account of ownership of the Trust Property to the fullest extent allowed by law

**(B) Allocation.** The Trustee shall have the power to budget the estimated annual income and expenses relative to access, benefit and use of the Trust Property in the manner as to equalize as far as possible the allocation of expenses among the Qualified Beneficiaries for the employment of the Trust Property, in addition to any campaign contributions raised by the Trustee.

**(C) Escrow.** The Trustee shall have the authority to require any Qualified Beneficiary to establish or maintain any account or accounting practice or procedure by which a campaign contribution by a donor for the express purpose of underwriting the Qualified Beneficiary's access to and use of the Property Trust is transferred forthwith from the account of the Qualified Beneficiary to the account of the Trust.

**(D) Addition to Property.** Nothing within this Trust Agreement shall abridge, inhibit, impair or otherwise prevent the Trustee from soliciting any campaign contributor or donor to proffer a contribution or donation for expenses incurred by the Trustee herein for addition to the Trust. 20 Pa.C.S. § 7780.6(a)(9).

**(E) Endowment to Protect Against Deficiencies.** The Trustee shall set aside and maintain such reserves equal in sum to a reasonable expectation of expenses required for the protection of the Trust Property and administration of the trust for ten-years subsequent to the current fiscal year, and shall among other provisions, replenish such endowment from contributions resulting from use of the Trust Property unless otherwise prohibited by applicable law.

**(F) Prohibitions.** Nothing within this Trust Agreement shall be construed as to authorize the Trustee or any Qualified or Current Beneficiary to perform any act

which is in violation of Federal or state law but at no time shall the Trustees' authorization to perform any act which is permitted by law in the Commonwealth of Pennsylvania or any state be denied or deprived because of law within another state.

2024 Amendment.

Subparagraph (F) amended to extent prohibitions to Qualified and Current Beneficiaries, given the political situations materialized relevant to Donald J. Trump.

2009 Amendment.

The new subparagraph (E) elevates as a term of the Trust Agreement the provision within IOP Rule 10(e) governing Trust Endowment accounts, by assuring there is a ten-year reserve to protect the Trust against deficiencies. See e.g., *In re Sonnett's Estate*, 310 Pa. 463, 466, 165 A. 244, 245 (1933); *In re Sternberger's Estate*, 121 Pa.Super. 50, 53, 182 A. 723, 725 (1936); *In re Smith's Estate*, 385 Pa. 416, 419, 123 A.2d 623, 624-625 (1950).

2008 Amendment.

A provision is added to assure that the Trustees are fully indemnified by the beneficiaries, as per Bogert, *supra*, ¶ 718 (2d ed. Rev) at p. 319-320.

**¶ 23. Adjustment for Tax Consequences.** The Trustee shall have the power, in the Trustee's absolute discretion to take any action and to make any decision to minimize the tax liabilities of this Trust and its Beneficiaries and to otherwise assure compliance with the Internal Revenue Code of 1986.

**¶ 24. Authorization and Limitations for Trustee to Modify Language.** The Trustee is authorized to modify the language of the Trust as may be required by law or upon the advice of counsel, provided however that such modification of language shall not materially affect the rights of Beneficiaries or the method by which the Trust would be taxed for any such modification. In the event that the Trustee attempts to bring about a modification in accordance with this paragraph and it is found to adversely affect the rights of any Beneficiary in any respect whatsoever, and/or the modification in any way which would adversely affect the taxation of the Trust or its Beneficiaries as it applies to income taxation or exercise of First Amendment rights, then such attempted modification of language shall be treated as *void ab initio*. In the event of an unintended result, the Trustee is directed to rescind all transactions that were performed under this paragraph allowing change of verbiage. Where necessary and appropriate, the Trustee is directed and authorized to obtain court approval to effectuate the rescission.

2008 Amendment.

The stricken language is eliminated as surplusage. Reference to the Philadelphia Orphans Court is replaced by generic reference, should the situs in the future, be changed.

**¶ 25. Right of Trustee to Petition Court.**

Notwithstanding any other provision of this Trust Agreement, the Trustee is specifically authorized in their sole discretion to file a petition seeking a declaratory judgment or injunctive relief or pray for any and all other relief as may be just and appropriate with and in a court of competent jurisdiction for instructions and approval of any transaction concerning the Trust Property, including, but not limited to campaign contributions solicitations and accounting, distribution, tax questions, trust administration or any other question, which in the sole discretion of the Trustee, shall be determined by the court. The Trustee shall incur no expense in making a petition to the court, provided the petition is made in good faith, which is presumed.

ARTICLE III - GENERAL AND MISCELLANEOUS PROVISIONS

**¶ 26. Situs of Trust, Offices.**

(A) The situs of this Trust shall be the City and County of Philadelphia in and of the Commonwealth of Pennsylvania, to which applicable law and rules of procedure shall govern unless transferred to another situs by the Trustee. However no other state shall serve as situs of the trust if the law of the state imposes excessively restrictive campaign contribution limitations or which has not adopted the Uniform Trust Code promulgated by the National Conference of Commissioners on Uniform State Laws.

(B) The Trustee shall establish a General Office and such additional offices as they may deem advisable.

2009 Amendments.

Two paragraphs were consolidated into one. No substantive change was intended.

**¶ 27. Communications, Delivery of Notices.**

(A) *Notice by Qualified Beneficiary.* Each Qualified Beneficiary shall provide the Trustee a current listing of name of officers, address, telephone number(s), URL and email addresses. It shall be the sole and exclusive duty and obligation of the Qualified Beneficiary to assure such name, address, phone number and email address is at all times current. Each Beneficiary shall provide his or her name, address, telephone number(s) and email address(es) in accordance with the Internal Operating Procedures which shall include such instructions indicating preference relative the Beneficiary's right of privacy, which at all times shall be fully protected by the Trustee.

(B) *Reference.* All inquiries and matters regarding administration of the Trust or the Trust Property and use thereof shall be directed to the Trustee at his office. All other notices as may be required shall be as provided by the Internal Operating Procedures.

(C) *Notice by Trustee.* All notices by the Trustee

shall be provided by posting the same on the Trustees' URL and by transmission of an email address at the last known email address provided to the Trustee by the Qualified Beneficiary. 20 Pa.C.S. § 7709(a). All notices posted or transmitted by the Trustee shall include and convey the information required under 20 Pa.C.S. § 7780.2(i).

2011 Amendment.

Changes are primarily stylistic to incorporate the amendment under ¶ 12.

2009 Amendment.

No substantive changes are intended. The inclusion of the Trustee's duty to notify Qualified Beneficiaries and the contents of such notice merely restates governing law.

2008 Amendment.

Amended to reflect the reorganization of the Trustees.

**¶ 28. Construction, Severability and Partial Invalidity.**

The validity, effect and construction of this Trust shall be determined in accordance with the laws of the Commonwealth of Pennsylvania or any other state wherein the situs of the trust has been transferred. If any provision of this Trust Agreement is void, invalid, or unenforceable, the remaining provisions shall nevertheless be valid and carried into effect. If any Trust herein established exceeds the longest permissible period, it shall persist in its period for the longest period permissible, then terminate. The headings within this Trust Agreement are for convenience only and are not part of the text.

2008 Amendment.

References amended to be generic, if the Trust's situs is ever transferred outside of Pennsylvania.

**¶ 29. Copies, Counterparts.**

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

(B) This Trust Agreement may be executed in any number of counterparts and each shall constitute an original of one and the same instrument.

2009 Amendments.

Two paragraphs were consolidated into one. No substantive change was intended.

**¶ 30. Definitions.**

(A) The term "**any endorsed candidate or nominee**" as used in this Trust Agreement shall mean either any candidate for public or political office endorsed by any of the aforementioned national, state, county, municipal, ward, district or local committee of the Democratic or Republican Party or any nominee of the Democratic or Republican Party as elected or selected by virtue of a direct or indirect primary or nominating convention in accordance with applicable Federal or state law. The term shall not apply to any other candidate opposing any endorsed Democratic or Republican candidate or nominee of the Democratic or Republican Party, except by express written authorization of any of the aforementioned national, state, county, municipal, ward, district or local committees of the Democratic or Republican Party, of which such consent shall not be unreasonably withheld.

(B) The term "**association, campaign finance, election, revenue and trust laws**" as used in this Trust Agreement shall mean Chapter 51 of Title 15 of Pennsylvania Consolidated Statutes, entitled and cited as the Nonprofit Corporation Law of 1988; Title 25 of Pennsylvania Statutes, entitled and cited as the Election Code, Title 26 of the United States Code, entitled and cited as the Internal Revenue Code, and Chapter 77 of Title 24, Pennsylvania Consolidated Statutes, entitled and cited as the Uniform Trust Act, and any Federal or state equivalent of such statutes, in any other state which may be applicable to or govern transactions involving this Trust.

(C) The term "**Attorney General**" as used in this Trust Agreement shall mean such person or persons delegated by the Attorney General of the respective state which the Trust is situs thereof to exercise the *paren patriae* powers of the state and may include the general counsel and other regulatory authorities for matters delegated by law or consent of the Attorney General.

(D) The term "**beneficiary**" or any derivation thereof as used in this Trust Agreement shall mean any registered voter or person of adult age desiring to be a registered voter or any person not of adult age who desires to participate in the political party of his choice, i.e., the general public, in addition to the meaning such term shall have under the Uniform Trust Act. 20 Pa.C.S. § 7703. *Cf.* "Qualified Beneficiary."

(E) The term "**FECA**" as used in this Trust Agreement shall mean Federal Election Campaign Act (FECA) of 1971, as amended, Pub.L. 92-225, 86 Stat. 3, 2 U.S.C. § 431, et seq. and shall include any amendments hereinafter.

(F) The term "**funds necessary for the trust to be undiminished and self-perpetual**" as used in this Trust Agreement shall mean such funds that are necessary for the ongoing administration of the Trust independent of the

expense of distributing the Trust Property which is tax-exempt under 26 U.S.C. § 501(c)(3).

(G) The term “**or any elected member**” or derivation thereof as used in this Trust Agreement shall mean the office of any member of any regularly constituted committee of the Democratic or Republican Party or duly qualified national, state, county, municipal, ward, district and local committees of the Democratic or Republican Party who upon being elected in a primary or election or by caucus or convention to such party office by popular vote, and entrusted by law to represent all electors therein the district for a term definite and tenure certain; and of which said powers, duties, and emoluments become vested in a successor when the office becomes vacant, and the chairman and treasurer of the such committees consisting of elected members, to which equitable interest shall attach. The term shall include any person lawfully appointed to fill a vacancy in such elected office until the next election as set forth by law. Any other member not directly or popularly elected is not an elected member.

(H) The term “**Qualified Beneficiary**” or any derivation thereof as used in this Trust Agreement shall mean “regularly constituted committee” or “duly qualified national, state, county, municipal, ward, district and local committees” of the Democratic or Republican Party or “any elected member” of any of the aforementioned, and who by virtue thereto, have a subordinate fiduciary duty to the Beneficiaries for distribution of the Trust Property, in addition to the meaning such term shall have under the Uniform Trust Act. 20 Pa.C.S. § 7703. *Cf.* “Beneficiary.”

(I) The terms “**regularly constituted committee**” or “**duly qualified national, state, county, municipal, ward, district and local committees**” as used in this Trust Agreement shall mean a committee authorized under applicable law as a permanent committee of the Democratic or Republican Party which consists of members chosen by the electorate in a primary, election or by caucus or convention by popular vote for a term definite and tenure certain; and of which said powers, duties, and emoluments become vested in a successor when the office becomes vacant, to which equitable interest shall attach. Reference to a state shall include also include the District of Columbia, Guam, Puerto Rico, U.S. Virgin Island, and any other territory of the United States. Reference to any county shall also include a similar reference, as to Parish (as in the case of the State of Louisiana) or Borough (as in the case of the State of Alaska). Reference to municipal shall also include, but not be limited to borough, city, town, township, village or any similar political division within any state. Reference to ward shall include any political division commonly known as a ward within any city, borough, or similar political subdivision, provided however, there exist a committee of the Democratic or Republican Party as provided by state law.

(J) The term “**responsible persons**” as used in this Trust Agreement shall convey the same intent and meaning as the term is used in Canon 7b(2) of the Code of Judicial Conduct or its successor.

(K) The term “**subordinate committee**” as used in this Trust Agreement shall mean such subordinate committee as defined under 11 C.F.R. 100.14(c) and shall include but not be limited to such ancillary entities organized under the Internal Revenue Code, 26 U.S.C. §§ 501(c)(4) or 527 sanctioned by a Qualified Beneficiary any may include, upon certification by the appropriate Qualified Beneficiary, any connected organization as such is defined under 2 U.S.C. § 431(7).

(L) The term “**undue influence**” or any derivation thereof as used in this Trust Agreement shall mean any act or omission of any act committed in violation of Section 131(b) the Civil Rights Act of 1957, Pub. L. 85–315, 71 Stat. 637, 52 U.S.C. § 10101(b) or its criminal counterpart, 18 U.S.C. § 594, notwithstanding the absence of any Federal candidate on the ballot thereto.

(M) The term “**without interference or obstruction by any person or persons**” as used in this Trust Agreement shall mean any act or omission of act committed in violation of Section 131(b) of the Civil Rights Act of 1957, Pub. L. 85–315, 71 Stat. 637, 52 U.S.C. § 10101(b) or its criminal counterpart, 18 U.S.C. § 594, notwithstanding the absence of any Federal candidate on the ballot thereto.

#### 2024 Amendment

Technical change only to subparagraphs (L) and (M) listing the renumbered provision of the Civil Rights Act of 1957 from Title 42 to Title 52 of the U.S. Code.

#### 2014 Amendment

Subparagraphs (L) and (M) were amended by striking out language susceptible to vagueness with language that any act or omission of act in violation of the Civil Rights Act of 1957, 42 U.S.C. § 1971(b), so as to better articulate and put persons on notice as to what acts constitute breach of fiduciary duty and otherwise avoid any void for vagueness issues.

#### 2011 Amendment.

Changes are primarily stylistic to incorporate the amendment under ¶ 12.

#### 2009 Amendment.

Changes were stylistic only and terms placed in alphabetical order for the reader’s convenience. The only additional terms inserted were “Beneficiary” and “Qualified Beneficiary” in light of the distinction required of a trust organized for charitable purposes, 20 Pa.C.S. § 7735; *In re Pruner’s Estate*, 390 Pa. 592, 136 A.2d 107 (1957); and “undue influence” to indicate such meaning as provided by the Supreme Court in *McConnell v. FEC*, 540 U.S. 93 (2003) in addition to its more commonly accepted definition under Pennsylvania fiduciary case law, i.e. *Young v. Kaye*, 443 Pa. 335, 342, 279 A.2d 759, 763 (1971).

#### 2009 Amendment.

Responding to the RNC Chief Counsel’s objection that the FEC could extrapolate the basis being actual users, i.e., qualified

beneficiaries, in lieu of beneficiaries, as would be construed by Pennsylvania courts, the Trustees, pursuant to their powers under Art. II, ¶ 24, modified subsections (C) and (I) as further amplification and clarification of the Settlers' intent, by inserting Pennsylvania court language in subsection (C) as

“Which consists of members chosen by the electorate in a primary, election or by caucus or convention by popular vote for a term definite and tenure certain; and of which said powers, duties, and emoluments become vested in a successor when the office becomes vacant”

The same language appearing in (I) to firmly anchor the definition of precinct committee person to be the office and not any particular individual, as per the following language:

“\* \* \* for a term definite and tenure certain; and of which said powers, duties, and emoluments become vested in a successor when the office becomes vacant.”

This language assures that reference is to the office of precinct committee person, and not to any individual, and that the equitable interests of the Trust attaches only to the office and the occupant of that office, the equitable interests vested in his successor when the office becomes vacant. If the office is vacant, the equitable rights do not disappear, because the interest attaches to the office, available to any occupant upon being duly elected or appointed to fill the vacancy. Accordingly, RNC Chief Counsel's objection is resolved in that the FEC cannot argue that basis, as governed by the Internal Revenue Code, 26 U.S.C. § 643(e) is to actual users, but instead, in accordance to Pennsylvania law, is to the office.

#### 2008 Amendment.

Inserted within this paragraph to coincide with the term under Art. I, ¶ 2, re “Trust Purpose,” the term “or any elected member” is inserted to clarify who constitutes an elected beneficiary, and does include the chairman and treasurer (but no other officer) of the organizational beneficiary, if the chairman and treasurer are otherwise not individually elected committee-people. This inclusion is to assure no conflict with existing campaign finance laws, which in many states, mandates the election of chairman and treasurer. The insertion of the term “or any elected member” within this paragraph does not subtract from the fact that the term appears in the original as well as amended Trust Agreement under Art. I, ¶ 2.

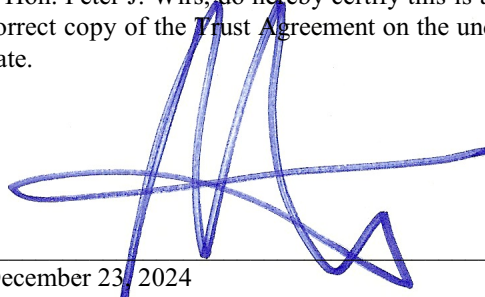
While new, the term “funds necessary for the trust to be undiminished and self-perpetual” are to distinguish such funds as different as funds for campaign expenditures, per the ruling of the Pennsylvania General Counsel.

While new, the term “Attorney General” merely restates governing law and includes other state regulatory authorities with the consent of the Attorney General.

The term “subordinate committee” is new and enlarges upon the definition of “beneficiary” under ¶ 2 as to assure availability of the Trust Property to all Allied Republican Party Interests which are officially recognized by a national, state, county or local Republican Committee, and includes when required “connected organizations” as defined under 2 U.S.C. § 431(7) as well as other Allied Republican Party Interests which may be organized under 26 U.S.C. §§ 501(c)(4) or 527, provided such is sanctioned by a regularly constituted Republican Party Committee.

Adapted October 4, 2007. Last Amended December 23, 2024.

I, Hon. Peter J. Wirs, do hereby certify this is a true and correct copy of the Trust Agreement on the undersigned date.



December 23, 2024