

# LINCOLN CHARITABLE TRUST

## *Of, By, and For the People*™

### The Trust Instrument

#### 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, (“Settlor”) hereby transfer the property re 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 each having equal fractional interests of the assets and liabilities therein.

¶ **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 inalienable 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) A n y

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.

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

¶ **4. Original Trust Res.** The Settlor acknowledges that it has transferred to the Trustee without consideration, to constitute the original corpus of the Trust Property, all intellectual property ownership rights 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.*

¶ **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.

**¶ 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.

**¶ 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)** Any Qualified Beneficiary and all elected members therein or any candidate or nominee, or any Current Beneficiary who shall 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.

**(2)** 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.

(3) Any surcharge levied by an arbitration award shall be 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.

(4) Any advance by any co-beneficiary equal to the surcharge levied by an arbitration award shall be 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.

¶ 9. **Rights of Amendment.** The Settlor 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 the Settlor. Notwithstanding the right of amendment, this Trust is irrevocable.

¶ 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.

#### ARTICLE II - THE TRUSTEE

¶ 11. **Trustee.** The current Trustee is the Honorable Peter J. Wirs of Pennsylvania.

#### ¶ 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 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.

¶ 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 Settlor 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.

#### ¶ 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).

¶ 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 Settlor 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.

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

**(A) Compliance with Fiduciary Standards.** It is the intent of the Settlor 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 course 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 CODE OF OFFICIAL CONDUCT and other NCOPO Standards.** The 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.

**¶ 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 Settlor, 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.

**¶ 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.

**¶ 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.

**¶ 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.

**¶ 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 inito*. 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.

**¶ 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.

¶ 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).

¶ 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.

¶ 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.

¶ 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.

Adapted October 4, 2007.

Amended January 7, 2009.

Amended May 5, 2009.

Amended May 12, 2009.

Amended May 26, 2009.

Amended June 2, 2010.

Amended January 21, 2011.

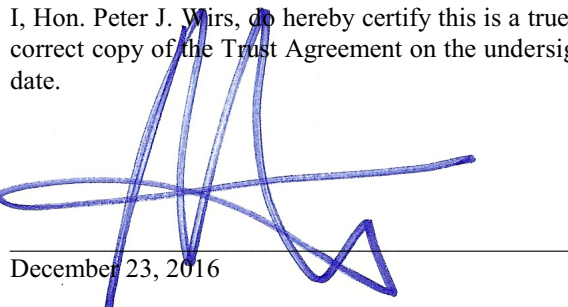
Amended July 21, 2013.

Amended March 22, 2014.

Amended December 23, 2016.

Amended March 26, 2024.

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



December 23, 2016