

## **Trust Agreement**

THIS AGREEMENT OF TRUST, dated this \_\_\_ day of \_\_\_\_, 2018, between the Settlement Fund established in connection with Keepseagle v. Vilsack, No. 1:99CV03119 (D.D.C.), as Settlor, and Sherry Black, Charles Graham, Pat Gwin, Dr. Joseph Hiller, H. Porter Holder, Marilyn Keepseagle, Jim Laducer, Paul Lumley, Claryca Mandan, Elsie Meeks, Monica Nuvamsa, Ross Racine, Michael Roberts, and Rick Williams as Trustees.

### **Section 1. Name of Trust**

The trust created hereby shall be known as the Native American Agriculture Fund (the “Trust”).

### **Section 2. Transfer of Property**

Settlor hereby irrevocably transfers to Trustees the property listed in Schedule A attached hereto and made a part hereof (all of which is hereinafter called “principal”), and Trustees agree to hold the principal in trust in accordance with the following terms and provisions.

### **Section 3. No Additional Contributions**

The Trust is to be funded by the Cy Pres Fund established in the settlement of Keepseagle v. Vilsack, No. 1:99CV03119 (D.D.C.). The Trust shall not accept contributions of additional property from any other source.

### **Section 4. Irrevocability**

This Agreement of Trust and the Trust shall be irrevocable and, except as provided in Section 5, shall not be subject in any manner to future amendment or alteration.

### **Section 5. Intention Regarding Tax Qualification, Legal Compliance, and Amendments to Prevent Frustration of Purpose**

- (a) It is intended that the Trust be exempt from U.S. federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). Accordingly, the provisions of this Agreement of Trust shall be construed and the Trust shall be administered in such manner as to ensure its exemption from U.S. federal income tax. Trustees shall have the power to amend the provisions of this Agreement of Trust, effective *ab initio*, without application to any court, for the sole purpose of accomplishing such intent.
- (b) It is intended that the Trust maintain compliance with all applicable laws. Accordingly, the provisions of this Agreement of Trust shall be construed and the Trust shall be administered in such manner as to ensure its compliance with all applicable laws. Trustees shall have the power to amend the provisions of this Agreement of Trust, effective *ab initio*, without application to any court, for the sole purpose of accomplishing such intent.

- (c) It is intended that the Trust operate efficiently and effectively to accomplish its Mission as described in Section 7. Accordingly, the provisions of this Agreement of Trust shall be construed and the Trust shall be administered in such manner as to ensure that the Trust's purposes are not frustrated. Trustees shall have the power to amend the provisions of Section 13 of this Agreement of Trust, effective *ab initio*, without application to any court, for the sole purpose of accomplishing such intent.

**Section 6. Tax-Exempt Purposes**

The Trust is organized, and shall be administered, distributed, and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Code.

**Section 7. Mission**

The Trust's Mission shall be to make grants to Eligible Grant Recipients, described in Section 8, to fund the provision of business assistance, agricultural education, technical support, and advocacy services to Native American farmers and ranchers to support and promote their continued engagement in agriculture.

**Section 8. Eligible Grant Recipients and Grant Requirements**

- (a) Eligible Grant Recipients shall be limited to:
  - (1) Tax-exempt organizations described in Section 501(c)(3) of the Code;
  - (2) Educational organizations described in Section 170(b)(1)(A)(ii) of the Code;
  - (3) Community Development Financial Institutions ("CDFIs"), including Certified Native CDFIs and Emerging Native CDFIs, provided, however, that such CDFI is a tax-exempt organization described in Section 501(c)(3) of the Code;
  - (4) the instrumentality of a state or federally recognized tribe, including a non-profit organization chartered under the tribal law of a state or federally recognized tribe, that furnishes assistance designed to further Native American farming or ranching activities, provided, however, that
    - (i) The use of any grant funds by such grant recipient shall be restricted exclusively to charitable and educational purposes described in Section 170(c)(2)(B) of the Code to accomplish the Trust's Mission;
    - (ii) The grant recipient shall annually provide the Trust with audited financial statements and reports as required by the Trust; and

- (iii) If the grant recipient is a governmental entity, it shall agree to a limited waiver of sovereign immunity with respect to the Trust's right to enforce the terms of the grant.
- (iv) Where required, the Trust shall comply with Expenditure Responsibility described in subsection (b)(3) below.

(b) *Grant Requirements.*

(1) Grant recipients shall demonstrate to the satisfaction of the Trustees that the grant recipient:

- (i) Will use grant funds to accomplish the Trust's Mission and Tax-Exempt Purposes;
- (ii) Will return any grant funds not used for such purposes to the Trust;
- (iii) Will not use grant funds to provide more than an incidental private benefit to any individual, provided, however, that this limitation is not intended to and shall not be construed to prohibit grantees described in Section 8(a)(3) above from making loans to individual farmers and ranchers for purposes consistent with the Trust's Mission;
- (iv) Has sufficient organizational capacity to accomplish the purposes of the grant; and
- (v) Will make efficient use of grant funds without paying administrative overhead expenses in excess of reasonable amounts to accomplish the purposes of the grant, taking into account the amount of administrative expenses that a like organization would ordinarily pay for like expenses in like circumstances. The Trustees will consider best practices for grant making private foundations in determining what are reasonable administrative overhead expenses.

(2) *Grant Reporting and Recordkeeping.*

- (i) Grantees shall submit full and complete annual reports to the Trust on the manner in which the funds are spent and the progress made in accomplishing the purposes of the grant.
- (ii) Grantees shall keep records of receipts and expenditures with respect to the use of grant funds and shall make grantee's books and records available to the Trust at reasonable times.

- (3) *Expenditure Responsibility.* The Trust shall comply with the expenditure responsibility requirements of Section 4945(h) of the Code for all grants to organizations described in Section 4945(d)(4)(A) of the Code.
- (c) *Grants to Fiscal Sponsors.* The Trust may make grants to Eligible Grant Recipients, defined in Section 8, acting as fiscal sponsors (“Fiscal Sponsors”) for organizations that would be Eligible Grant Recipients but for the fact that such organizations have requested but have not yet received a favorable determination letter from the Internal Revenue Service recognizing such organization’s tax-exempt status. The Trust shall exercise expenditure responsibility within the meaning of Section 4945(h) of the Code when making grants to Fiscal Sponsors.

## **Section 9. Limitations**

- (a) *Private inurement.* No part of the net earnings of the Trust shall inure to the benefit of any private person.
- (b) *Lobbying.* No part of the activities of the Trust shall consist of carrying on propaganda, or otherwise attempting, to influence legislation. Without limiting the foregoing, and for the avoidance of doubt, the Trust may educate the public on agricultural issues, the needs of Native American farmers and ranchers, and other matters related to the Trust’s Mission, including by advocating for a particular position or viewpoint, so long as it presents a sufficiently full and fair exposition of the pertinent facts as to permit an individual or the public to form an independent opinion or conclusion.
- (c) *Political Activity.* The Trust shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.
- (d) *Grants to Individuals.* The Trust shall not make grants to individuals; however, the Trust may make grants to Eligible Grant Recipients that make grants to individuals, provided that the Trust not earmark the use of the grant for any named individual and there does not exist an agreement, oral or written, whereby the Trust may cause the selection of the individual grantee by the grantee organization.
- (e) *Litigation.* The Trust shall not make grants for the purpose of supporting litigation.
- (f) *Self-Dealing.* The Trust shall not engage in any act of self-dealing with any disqualified person as such terms are defined in Section 4941(d) and 4946(a)(1) of the Code.
- (g) *Undistributed Income.* The Trust shall expend or distribute the net income and/or principal of the Trust for each taxable year at such time and in such manner as not to subject it to the tax on undistributed income imposed by Section 4942 of the Code.

- (h) *Excess Business Holdings.* The Trust shall not retain any excess business holdings as defined in Section 4943(c) of the Code.
- (i) *Jeopardizing Investments.* The Trust shall not make any investments that would subject the Trust to tax under Section 4944 of the Code.
- (j) *Taxable Expenditures.* The Trust shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

#### **Section 10. Term**

The Trust shall terminate no later than the 20th anniversary of the date six months after the final approval date. The final approval date is the date on which the United States District Court of the District of Columbia has approved the addendum to the Settlement Agreement in the case of Keepseagle v. Vilsack, No. 1:99CV03119 (D.D.C.), and this Trust Agreement, and the time for appeal has expired without any appeal being taken, or any appeal is resolved.

#### **Section 11. Dissolution**

Upon termination or dissolution of the Trust, any assets of the Trust remaining after payment of expenses and satisfaction of all liabilities shall be distributed by Trustees (or, if there be none, by a court of competent jurisdiction) to one or more organizations described in Section 8 of this Agreement of Trust, provided that each such organization is described in section 170(b)(1)(A) (other than a private foundation described in section 170(b)(1)(A)(vii) or a supporting organization or other organization described in section 170(b)(1)(A)(viii)) and has been so described for a continuous period of at least 60 calendar months immediately preceding such distribution, as shall be determined by the Trustees (or, if there be none, by such court).

#### **Section 12. General Powers**

Subject to the provisions of Section 9, Trustees shall have the following powers, in addition to any authority otherwise given, to be exercised in the discretion of Trustees and on such terms as Trustees may deem best, without need for court approval and effective until final distribution of all assets:

- (a) To retain any property transferred to the Trust and to invest and reinvest, with reasonable prudence, bearing in mind the intent of the Settlor, that the funds are to be maintained and reasonably available for distribution to Eligible Grant Recipients over the course of the Trust's term; in order to accomplish such intent, Trustees may invest and reinvest, without being limited to statutorily "authorized investments", in any form of property; such property includes, by way of illustration and not of limitation: common stocks; common trust funds maintained by or securities issued by any corporate fiduciary hereunder or securities issued by any corporation controlling or otherwise affiliated with such corporate fiduciary; investment trusts; mutual funds; money market accounts; bank deposit certificates; United States Treasury bills; and short term Treasury notes;

- (b) To sell, exchange or lease for the duration of the Trust's term any property, real or personal; to enter into agreements of limited partnership;
- (c) To subscribe for stocks, bonds or other investments; to join in any plan of lease, mortgage, merger, consolidation, reorganization, foreclosure or voting trust and deposit securities thereunder; to exercise options to purchase stock and other property; and generally to exercise all the rights of security holders of any corporation;
- (d) To register securities in street name or in the name of a nominee or in such manner that title shall pass by delivery and to vote, in person or by proxy, securities held hereunder and in such connection to delegate discretionary powers;
- (e) To retain reasonable amounts of cash uninvested, in the commercial or trust department of any bank or trust company, including any corporate fiduciary hereunder, for such periods of time as are deemed reasonable for the efficient administration of the Trust;
- (f) To make all reasonable compromises;
- (g) To make distribution in cash or in kind or partly in cash and partly in kind; and
- (h) To employ and reasonably compensate from income or principal in Trustees' reasonable discretion such persons as are reasonably necessary to effectuate the purpose of the Trust, as well as to contract with outside advisors or counsel as needed, and, whenever there shall be no corporate fiduciary in office, a corporate custodian, and to delegate to investment counsel (including an account executive at a securities firm) discretion with respect to the investment and reinvestment of any or all of the assets held hereunder. Any such compensation shall be reasonable based on the amount that a like organization would ordinarily pay for like services in like circumstances.
- (i) *Limitations.*
  - (1) All powers granted to Trustees under this and other Sections of this Agreement of Trust are exercisable only in a fiduciary capacity. No such power shall be construed to enable any person to purchase, exchange or otherwise deal with or dispose of any trust asset for less than adequate consideration, nor shall any such power be construed to permit Trustees to take any action which would cause the Trust to fail or cease to qualify as an organization described under Section 501(c)(3) of the Code.
  - (2) The Trustees shall not have the power to (i) cause the Trust to convert or merge, reorganize or consolidate with or into one or more trusts, partnerships, limited liability companies, associations, corporations or other entities; (ii) cause the Trust to incorporate under the laws of a state, commonwealth, possession or colony of the United States or the laws of any Indian tribal government; or (iii) sell or convey all or substantially all

of the assets of the Trust to another trust, partnership, limited liability company, association, corporation or other entity; provided, however, that the Trustees may make distributions in termination or dissolution of the Trust as set forth in Section 11.

### **Section 13. Provisions Relating to Trustees**

- (a) *Appointment and Election.* The Settlor has nominated and the U.S. District Court has appointed the initial Trustees. Hereafter, the Trustees serving hereunder, acting by majority vote, shall elect additional Trustees to fill any vacancies. If at any time there is no individual Trustee serving hereunder, whether by reason of renunciation, resignation, disability or death, and no valid appointment of a successor individual Trustee exists, a court of competent jurisdiction shall fill such vacancy by appointing a bank or trust company (either within or without North Dakota) to serve as successor Trustee.
- (b) *Number.* Fourteen Trustees have been appointed. Following the first three-year term, the number of Trustees shall be reduced to thirteen. The Board of Trustees shall vote on any other change in the number of Trustees, so long as the number of Trustees shall be no fewer than nine and no more than fifteen.
- (c) *Tenure.*
  - (1) *Term.* Except as permitted under Paragraph 2 of Subsection (c) of this Section 13, each Trustee appointment shall be for a term of not more than three years commencing on the date of the Trustee's appointment or election.
  - (2) *Staggered Terms.* The terms of the Trustees shall be staggered such that the terms of no more than one-third of Trustees end in the same year. In order to accomplish this, in the first group of Trustees appointed, four shall be appointed to a term of two years, six shall be appointed to a term of three years, and four shall be appointed to a term of four years.
  - (3) *Term Limits.* No Trustee may serve more than two consecutive terms, nor may a Trustee serve more than three terms in total.
  - (4) *Successor Trustees.* Any successor Trustee shall have the same powers, duties and authorities as though named hereunder as an initial Trustee.
- (d) *Resignation.* Any Trustee may resign at any time without need for court approval.
- (e) *Removal.* A Trustee may be removed, with cause, at any time by vote of a majority of the Trustees. For the purposes of this Trust, cause includes, but is not limited to, the following circumstances: a majority of Trustees determine Trustee has committed a serious breach of trust or a majority of Trustees determine Trustee is unable to administer the Trust effectively due to his or her unfitness or unwillingness. Failure to attend two or more meetings within a calendar year

constitutes cause for removal. The Trustees shall vote to determine whether or not to remove the Trustee for whom cause has been established.

(f) *Qualifications.*

- (1) *Experience in Native American Issues.* At least two thirds of Trustees shall have substantial knowledge of agricultural issues, the needs of Native American farmers and ranchers, or other substantive knowledge relevant to accomplishing the Trust's Mission.
- (2) *Financial Experience.* At least one Trustee shall have professional finance and investment experience.
- (3) *Grantmaking Experience.* At least one Trustee shall have professional grantmaking experience such as experience serving on a grantmaking committee of a nonprofit organization, government, or governmental organization.

(g) *Independence and Conflicts of Interest.*

- (1) *Relatives.* No individual shall serve as Trustee, Executive Director, or Advisory Committee member if such individual has a relative who is or has been within the last three years, a Trustee of the Trust. For this purpose, a relative shall include a Trustee's spouse or domestic partner, parents, step-parents, aunts and uncles, siblings, children, step-children and shall include persons related by adoption as well as by blood.
- (2) *Conflicts of Interest.* The Trustees shall establish a conflicts of interest policy with respect to transactions involving the Trust, the Trustees, Executive Director, Advisory Committee members, persons employed by the Trust, and related parties that requires the disclosure of conflicts of interest and recusal of a conflicted party from decisions involving the conflict of interest. A conflict of interest includes: (i) a transaction between the Trust and a Trustee, the Executive Director, an Advisory Committee member, a person employed by the Trust, or relative of a Trustee, the Executive Director, Advisory Committee member, or person employed by the Trust; (ii) a transaction between the Trust and an entity in which a Trustee, the Executive Director, an Advisory Committee member, a person employed by the Trust, or relative of a Trustee, the Executive Director, Advisory Committee member, or person employed by the Trust has a material financial interest, or of which such person is a compensated or uncompensated director, officer, agent, partner, associate, trustee, or other legal representative; and (iii) a Trustee, the Executive Director, an Advisory Committee member, a person employed by the Trust, or relative of a Trustee, the Executive Director, Advisory Committee member, or person employed by the Trust accepting gifts or other favors from any



individual or entity that does or is seeking to do business with the Trust or which has received or is seeking to receive a grant or loan from the Trust.

- (3) *Ethics and Professional Responsibility.* Trustees, the Executive Director, Advisory Committee members, and persons employed by the Trust shall comply at all times with applicable conflict of interest statutes, professional standards of conduct, post-employment restrictions, and ethics codes, rules, regulations, and policies.
- (4) *Audit.* The Trustees shall annually prepare audited financial statements and shall engage an independent auditor to assist with the preparation of such audited financial statements. Such independent auditor shall be entitled to reasonable compensation for such services.

(h) *Compensation and Expenses.*

- (1) Individual Trustees shall be entitled to compensation for their services as Trustees provided that such compensation is reasonable and necessary to carrying out the Mission and Tax-Exempt Purposes of the Trust within the meaning of Section 4941(d)(2)(E) of the Code. Trustees shall be entitled to receive no more than \$10,000, exclusive of expenses, per year. Such amounts shall be adjusted annually based on the average Consumer Price Index published by the United States Department of Labor. The Trustees may adjust such amounts for each Trustee as appropriate, considering the extent of their duties; provided that such compensation is reasonable based on the amount that a like organization would ordinarily pay for like services in like circumstances. Compensation may be paid from income or principal of the Trust, or partially from each.
- (2) A Corporate Trustee (if any) shall be entitled to reasonable compensation for its services. For this purpose, a Corporate Trustee shall mean any bank or other financial institution whose trade or business includes providing trust administration services.
- (3) Trustees shall be entitled to payment or reimbursement of their reasonable travel and other expenses incurred in connection with their services as Trustees.

(i) *Meetings.*

- (1) *Annual Meeting.* The Trustees shall have an annual meeting (“Annual Meeting”) which shall be held no later than the second Tuesday of March of each calendar year at which, in addition to any other business, the election of Trustees shall take place. The Annual Meeting may be held at such place as may be designated by the Trustees.
- (2) *Other Meetings.* In addition to the Annual Meeting referenced above, the Trustees shall have at least two regular meetings each year to consider and

approve grants and to conduct such other Trust business as the Trustees may designate. The Trustees may also convene such special meetings as they deem necessary to effect the business and Mission of the Trust. The election of Trustees to fill vacancies created by resignations or removals may occur at any regular or special meeting when it is impractical for such election to occur at the Annual Meeting.

- (3) *Quorum.* One-half of the Trustees then in office shall constitute a quorum for the transaction of any business at any meeting of the Trustees; but, if less than one-half of the Trustees are present at said meeting, one-half of the Trustees present may adjourn the meeting from time to time without further notice. Remote participation shall constitute attendance for purposes of determining a quorum.
  - (4) *Majority Vote.* The affirmative vote of a majority of the Trustees present at any meeting at which a quorum is present shall be necessary and sufficient to take any action unless otherwise expressly provided by the statutes of North Dakota.
  - (5) *Remote Participation.* For full meetings of the Board of Trustees, in person attendance is expected, but remote participation may be permitted for good cause. Trustees may participate in any committee meetings through conference calls, video conference or other forms of communication that permit participants to communicate with all other participants, and participation in such meeting shall constitute the presence in person by such member at such meeting.
- (j) *Unanimous Consent.* Any action which may be taken at a meeting of the Trustees may be taken without a meeting, if made by a unanimous consent setting forth the action so taken. Such consent shall be made by written instrument duly signed by all the Trustees and filed with the records of the Trust.
  - (k) *Chair.* The Trustees shall elect a Chair who shall preside at meetings of the Trustees. The Chair shall give direction to the formulation of and provide leadership to the fulfillment of the Trust's Mission.
  - (l) *Vice Chair.* The Trustees shall elect a Vice Chair who shall perform the duties of the Chair in case of a vacancy in office, or in the absence or incapacity of the Chair.
  - (m) *Executive Director.* The Settlor has nominated and the U.S. District Court has appointed the initial Executive Director, who shall serve for a term of three years. Following the initial appointment, selection of the Executive Director shall be made by the Board of Trustees, and for such terms as the Board chooses to adopt.
    - (1) *Compensation.* The Executive Director shall be subject to the compensation limits established in Section 12(h)

- (n) *Advisory Committees.* The Trustees may establish one or more advisory committees whose members need not be Trustees. Advisory committees may not exercise the powers of the Trustees and shall be restricted to giving advice and making non-binding recommendations to the Trustees.
- (1) *Compensation.* Members of any Advisory Committee shall be subject to the compensation limits established in Section 12(h)
- (o) *Transparency.* The Trustees shall maintain a website which shall be regularly updated to inform the public about the Trust's activities, including any meetings held. The Trustees annually shall post financial statements, Form 990-PF Return of Private Foundation, and annual reports to such website. The annual reports shall identify the Executive Director and members of all Advisory Committees by name, as well as any person employed by the Trust who is a relative, as defined in Section 13(g)(1), of a Trustee, the Executive Director, or a member of an Advisory Committee.
- (p) *Delegation.* Except as expressly restricted herein, Trustees may delegate any one or more (but not all) of their powers and authorities to any one or more Trustee. Trustees may not delegate the approval of grants made by the Trust, but may consider recommendations from staff members. Such delegation shall remain in full force and effect until it is terminated by majority vote of the Trustees. Any person dealing with any Trustee shall be entitled to rely upon any such delegation until such person has actual knowledge or has received written notice of the termination thereof.
- (q) *Manner of Delegation and Termination of Delegation.* Any such delegation or termination of delegation shall be made by written instrument duly signed and filed with the records of the Trust. Any such instrument may be changed in like manner by the person or persons making the same before it takes effect, need not take effect immediately, and may be contingent upon the occurrence or nonoccurrence of any event.
- (r) *Limitation on Liability, Indemnification, and Insurance.*
- (1) *Limitation on Liability.* No Trustee shall be liable for any loss to the Trust arising in consequences of the failure, depreciation, or loss of any investments made or retained in good faith; or by reason of any mistake or omission made in good faith; or for any other act, matter, or thing whatever except for breach of fiduciary duty arising from gross negligence, fraud, or willful misconduct on the part of the Trustee who is sought to be made liable.
- (2) *Indemnification.* The Trust shall indemnify its Trustees to the full extent permitted under the laws of North Dakota.

- (3) *Insurance.* The Trust shall purchase liability insurance on behalf of the Trustees.
- (s) *Other.* The word “Trustee” shall include the plural “Trustees” as required by context. No Trustee serving hereunder at any time shall be required to post bond or enter security in any jurisdiction.
- (t) *Duties of Trustees.* The actions of each and every Trustee shall be conducted in accord with all applicable fiduciary responsibilities.

**Section 14. Trust Situs**

The situs of the Trust shall be North Dakota, and all questions pertaining to the validity, construction and administration of the Trust shall be governed by the laws of North Dakota even though administered elsewhere.

**Section 15. Counterparts**

This Agreement of Trust may be executed by the parties hereto in separate counterparts, all of which, when delivered, shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, Settlement Fund established in connection with Keepseagle v. Vilsack, No. 1:99CV03119 (D.D.C.), as Settlor, and Sherry Black, Charles Graham, Pat Gwin, Dr. Joseph Hiller, H. Porter Holder, Marilyn Keepseagle, Jim Laducer, Paul Lumley, Claryca Mandan, Elsie Meeks, Monica Nuvamsa, Ross Racine, Michael Roberts, and Rick Williams as Trustees, have hereunto set their hands and seals.

Witness:

\_\_\_\_\_

\_\_\_\_\_  
 Joseph M. Sellers  
 on behalf of the Settlement Fund established in  
 connection with Keepseagle v. Vilsack, No.  
 1:99CV03119 (D.D.C.), Settlor

Witness:

\_\_\_\_\_

\_\_\_\_\_  
 Sherry Black, Trustee

Witness:

\_\_\_\_\_

\_\_\_\_\_  
 Charles Graham, Trustee

Witness:

\_\_\_\_\_

\_\_\_\_\_  
 Pat Gwin, Trustee

Witness:  _____	_____ Dr. Joseph Hiller, Trustee
Witness:  _____	_____ H. Porter Holder, Trustee
Witness:  _____	_____ Marilyn Keepseagle, Trustee

<p>Witness:</p> <p>_____</p>	<p>_____</p> <p>Jim Laducer, Trustee</p>
<p>Witness:</p> <p>_____</p>	<p>_____</p> <p>Paul Lumley, Trustee</p>
<p>Witness:</p> <p>_____</p>	<p>_____</p> <p>Claryca Mandan, Trustee</p>
<p>Witness:</p> <p>_____</p>	<p>_____</p> <p>Elsie Meeks, Trustee</p>
<p>Witness:</p> <p>_____</p>	<p>_____</p> <p>Monica Nuvamsa, Trustee</p>
<p>Witness:</p> <p>_____</p>	<p>_____</p> <p>H. Porter Holder, Trustee</p>
<p>Witness:</p> <p>_____</p>	<p>_____</p> <p>Michael Roberts, Trustee</p>
<p>Witness:</p> <p>_____</p>	<p>_____</p> <p>Rick Williams, Trustee</p>

STATE OF \_\_\_\_\_ :  
 : SS.  
COUNTY OF \_\_\_\_\_ :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF \_\_\_\_\_ :  
 : SS.  
COUNTY OF \_\_\_\_\_ :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:



STATE OF \_\_\_\_\_ :  
 : SS.  
COUNTY OF \_\_\_\_\_ :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF \_\_\_\_\_ :  
 : SS.  
COUNTY OF \_\_\_\_\_ :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

## SCHEDULE A

Cy Pres Fund established in the settlement of Keepseagle v. Vilsack, No. 1:99CV03119 (D.D.C.), consisting of the remaining funds in the Total Compensation Fund less (i) the \$38 million described in Section III.A. of the Addendum to the Settlement Agreement, and (ii) the interest earned on the fund, as explained in Sections III.B. and III.C. of the Addendum. The interest will be used to pay expenses related to the Cy Pres Fund and the Total Compensation Fund, and once those expenses are paid, any remaining funds will be transferred to the Trust.