

THE [NAME OF FUND]
LEGAL EXPENSE TRUST FUND

THIS AGREEMENT, dated the last date executed below, shall constitute a Trust Agreement between Senator [SENATOR] (hereinafter called the "Grantor") and [TRUSTEE] (hereinafter called the "Trustee").

This Agreement establishes the [NAME OF FUND] Legal Expense Trust Fund (the "Trust").

RECITALS

- A. The Grantor, who is a Member of the United States Senate, has incurred and is responsible for expenses in connection with [LEGAL ACTION].
- B. It is the desire of the Grantor to create a trust for the purpose of accepting funds and making expenditures in connection with legal expenses incurred by the Grantor in connection with inquiries by the Select Committee on Ethics of the United States Senate (the "Select Committee") involving allegations of violations of the Standing Rules of the Senate and Federal statutes in connection with activities related to or arising by virtue of his Senate service, and any other legal expenses that have arisen or may arise in any judicial, civil, criminal, administrative, state, Federal, or Congressional inquiries or proceedings arising from the same operative facts and circumstances under inquiry by the Select Committee, in a manner consistent with and in compliance with the laws of the United States and [STATE], and the Rules of the Senate.

NOW, THEREFORE, in accordance with the above-stated purposes, laws and rules, the parties agree as follows:

1. Trust Property. The Grantor does hereby assign to the Trustee the sum of \$10.00 and such other property, monies, and assets payable to or contributed to the Trust which shall hereinafter come into his possession. Negotiable instruments made payable "Legal Expense Fund" shall be considered as being donated to the Trust.
2. Trust Purposes. The sole purpose of this Trust is to receive funds and to pay all expenses reasonably related to the legal representation of the Grantor in connection with the matter described in Paragraph B, relating to or arising by virtue of the Grantor's service in or to the United States Senate, and to pay all taxes which arise from the existence of this Trust or for which the Grantor may become liable as a result of the establishment of this Trust. This Trust will be established, administered, and terminated in

conformity with Senate Resolution 508, agreed to by the United States Senate on September 4, 1980, and the "Regulations Governing Trust Funds to Defray Legal Expenses Incurred by Members, Officers, and Employees of the United States Senate" promulgated September 30, 1980, and amended August 10, 1988, by the Select Committee. This Agreement hereby incorporates by reference the provisions of the aforementioned Resolution 508 and Regulations promulgated thereunder.

3. Beneficiary. The beneficiary of this Trust shall be Senator [SENATOR] but he shall exercise absolutely no control over the Trust property and shall receive no tangible or intangible benefit from the Trust other than such benefit that is incident to or may have arisen from past legal representation.

4. Qualifications of the Trustee. The Trustee hereunder, or any successor trustee appointed in accordance with this instrument, if an individual, shall be at least 25 years of age. Said Trustee shall not be a Member, officer, or employee of the Senate; a member of the Grantor's immediate family; counsel for Grantor in any legal proceedings connected to proceedings necessitating the creation of the trust fund, or a member, partner, associate, or employee of the firm employing that counsel. The Trustee herein named, and any successor Trustee, warrants and represents to the Grantor that he will at all times faithfully comply with the Legal Expense Trust Fund Regulations, the Rules of the United States Senate and the Interpretative Rulings thereof, Senate Resolution 508, and all applicable statutes of the United States and [STATE]. The Trustee herein named, and any successor, further warrants, represents, and recognizes that he will be acting in a fiduciary capacity and will be bound by the laws of [STATE] regulating the conduct of such fiduciaries and by the strict terms of this instrument. It is understood that the powers, duties and rights of said Trustee are controlled by said laws and the terms of this instrument which are not inconsistent therewith.

5. Trustee's Powers. In the administration of the Trust, the Trustee shall have the following powers, which, subject to the restrictions contained elsewhere herein, may be exercised in the sole and absolute discretion of the Trustee without resort to any person or court for further authority and which shall be in addition to the powers conferred upon the Trustee by law or by other provisions of this instrument:
 - A. to invest Trust property to make it income producing;
 - B. to incur reasonable expenses on behalf of the Trust where necessary to make the Trust productive;

- C. to hold cash uninvested for such length of time as the Trustee shall determine is advisable;
 - D. to sell, exchange or otherwise dispose of any of the Trust property as the Trustee may deem expedient;
 - E. to employ such agents, custodians, investment counsel and attorneys which the Trustee deems expedient and to pay them reasonable compensation for their services out of either principal or income of the Trust property;
 - F. to allocate to income or principal any receipt, gain, loss, or expenditure as he deems just and equitable under the circumstances of each case as it arises;
 - G. to compound, compromise, settle, and adjust all claims and demands in favor of or against the Trust estate on such terms as the Trustee shall deem just; and
 - H. to set up reserves from principal or income for the purpose of making provision for any liability or obligation of the Trust including reserves for the payment of any and all taxes referred to in Article II.
6. Duties of the Trustee. In addition to the duties imposed by applicable state laws, and the duties stated elsewhere in this Agreement, the Trustee shall have the duty to:
- A. enter into any legal agreements with legal counsel selected by the Grantor, including agreements relating to compensation, as may be necessary to effectuate the purposes of this Agreement;
 - B. transfer to the Trust property all property, monies, and assets payable or contributed to the Trust which the Trustee may hereafter come to possess, from or through the Grantor or any other source, unless the Trustee in his discretion determines that such property, monies, and assets shall be returned to their source;
 - C. keep Trust property separate from any of the Trustee's personal funds or any other funds;
 - D. operate as a fiduciary in relation to the Trust property and the Trust purpose as stated in this Agreement;
 - E. file all reports required under the regulations promulgated by the Select Committee pursuant to Senate Resolution 508 (agreed to by the Senate on September 4, 1980); and
 - F. comply with all regulations promulgated by the Select Committee pursuant to Senate Resolution 508 (agreed to by the Senate on September 4, 1980), and the Standing Rules and Orders of the Senate and any interpretative rulings related thereto.
7. Liability of the Trustee. The Trustee shall not be liable for any act, in his capacity as Trustee, undertaken in good faith and with the purpose of advancing the best interests of the Trust. No bond or other security shall be exacted or required of the Trustee in any jurisdiction.

8. Compensation of the Trustee. The Trustee, if an individual, shall be compensated from either income or principal of the Trust per hour spent in administration of this Trust in accordance with his or her usual hourly rate for professional services. In the event that the Trustee shall be the trust department of a national banking institution, the Trustee shall be compensated in accordance with the usual, customary, and published Trustee's rates of said institution for a trust of this type and size. The Trustee may waive compensation.

The Trustee shall keep a log of the time spent and a record of services performed, which log shall be available for inspection by the Grantor or his agents at reasonable times and places.

The Trustee shall further maintain documentation and an itemization of all expenses incurred in the administration of this Trust. The Grantor reserves the right to inspect such documentation at reasonable times and places.

The Trustee shall be reimbursed for all reasonable expenses incurred in the administration of this Trust.

Fees incurred by the Trustee and all expenses incurred by the Trustee shall be submitted and paid monthly, and said Trustee's fees and expenses shall have priority over other payments made to accomplish the purpose of this Trust.

9. Prohibited Contributions. The Trustee shall not accept any gift or donation prohibited by or in excess of the limits established by the Legal Expense Trust Fund Regulations, or by any other laws, rules or regulations governing such contributions as interpreted by the Senate Select Committee on Ethics. In particular:
- A. The Trust shall not accept more than \$10,000 per fiscal year of the Trust from any individual or organizations.
 - B. The Trust shall not accept any contribution from a registered lobbyist, a lobbying firm, or an agent of a foreign principal.
 - C. The Trust shall not accept any contribution from any officer or employee of the United States Senate, or the spouse or dependent thereof, other than the Grantor (or his spouse or dependent).
 - D. The Trust shall not accept any contribution from any corporation or labor organization (as defined in the Federal Election Campaign Act, 2 U.S.C. § 441(b)(1)).
 - E. The Trust shall not accept any contribution from the principal campaign committee of any Member of the United States Senate.
 - F. The Trust shall not accept any contribution from any

foreign national (as defined in the Federal Election Campaign Act, 2 U.S.C. § 441(e)).

If any prohibited contribution is inadvertently accepted, the Trustee shall, as soon as practical after becoming aware of the prohibited nature of the contribution, return it in its entirety to the donor (if from a prohibited source) or return the excess over \$10,000 to the donor (if prohibited because of the amount).

10. Segregation of Funds. All contributions to the [NAME OF FUND] Legal Expense Trust Fund must be kept in a separate bank account established therefore. All property, monies, and assets payable to or contributed to the Trust shall be segregated from, and may not be comingled with, the personal, political, or official funds of the Grantor, or the funds of any other individual or legal entity.
11. Disclosure and Reporting Provisions. The Trustee is authorized and directed to supply to the Grantor or his agents any and all information regarding contributions, gifts and expenditures as may be necessary and required by law to permit the Grantor to comply fully with the Legal Expense Trust Fund Regulations, the Ethics in Government Act of 1978, as amended, and any other applicable law regarding disclosure or reporting requirements for Members of the Senate.

The Trustee shall file quarterly reports with the Senate Select Committee on Ethics and the Office of Public Records of the Secretary of the Senate, disclosing contributions to and expenditures of the Trust in accordance with Chapter Four of the Legal Expense Trust Fund Regulations.

12. Trust Term and Disposition of Residual Funds. The Trust established by this Agreement may be terminated at any time by the Trustee upon the direction of the Grantor. The Trust shall terminate, in any event, no later than six months following the completion of the legal proceedings involving the Grantor as a result of the matter described in Article I for which the Trust was created, unless, upon application, the Select Committee extends the life of the Trust, in which event the Trust will terminate upon the expiration of all extensions.

Upon termination of the Trust, no further contributions shall be accepted, and no further expenditures shall be made.

13. Distribution of Unexpended Funds Upon Termination. Funds remaining upon the termination of the Trust shall, within thirty days thereafter, be donated and distributed to one or more organizations described in Section 501(c)(3) of the

Internal Revenue Code of 1954 and made exempt from taxation under Section 501(a) thereof, or returned to contributors to the Trust on a pro rata basis.

14. Successor Trustees. In the event that the original, named Trustee herein shall desire at any time to be relieved of his duties herein, said Trustee may resign by written notice to the Grantor, who may appoint a successor Trustee with the same qualifications set forth in paragraph 4 above, without the need of Court approval. The Grantor shall have the same power to appoint a substitute Trustee in the event of the death, incapacity, or failure to act in accordance with the terms of this instrument of any Trustee. In the event of Grantor's inability to act as a result of incapacity or other reasonable cause, the proper legal representative of the Grantor shall have the right and authority to seek the appointment of a substitute Trustee in any court of competent jurisdiction for such purposes in [STATE].
15. Trustee's Accounts. The Trustee shall keep or, in the Trustee's sole and absolute discretion, shall cause others to keep, accurate written records and books of account of the Trust Estate, showing the manner in which the Trust Estate is invested and all receipts, disbursements, and other transactions involving the Trust Estate. All such records and books of account shall be the property of the Trustee during the duration of this Trust and they, together with the Trust property and all reasonable evidence thereof, plus any accounts, shall not be made available to the Grantor during the Trust term except as hereinabove provided or as may be required by applicable law.
16. Situs. The Trust shall be executed and delivered in the State of [STATE] and shall be construed and administered according to the laws of the State of [STATE].

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and said Trustee has signed this instrument, all parties intending to be legally bound hereby on the day, month and year written below.

Dated this ____ day of _____ 20__.

Witness:

Grantor

Dated this ____ day of _____ 20__.

Witness:

Trustee

State of)
) ss
County of)

On this ____ day of _____ 20__, before me personally appeared _____ to me known, and known to me to be the individual described in and who executed the foregoing Trust as Grantor and who acknowledged the execution of the same to be his free act and deed.

Notary Public for the State of

My Commission Expires

State of)
) ss
County of)

On this ____ day of _____ 20__, before me personally appeared _____ to me known, and known to me to be the individual described in and who executed the foregoing Trust as Trustee and who acknowledged the execution of the same to be his free act and deed.

Notary public for the State of

My Commission Expires

AFFIDAVIT OF SENATOR

State of)
County of) ss
)

I, [SENATOR] of full age, being first duly sworn and upon my oath according to law, depose and say:

1. I am a member of the United States Senate seeking to establish a Legal Expense Trust Fund.

2. This fund is necessitated by, and intended to defray, legal expenses and related expenses incurred in connection with inquiries by the Select Committee on Ethics of the United States Senate (the "Select Committee") involving allegations of violations of the Standing Rules of the Senate and Federal statutes. These legal expenses arose by virtue of, and were related to, my service in or to the United States Senate.

3. As a member of the Senate, and beneficiary of the trust fund, I will be bound by the provisions of Senate Resolution 508 (agreed to on September 4, 1980); the regulations promulgated thereunder by the Select Committee on September 30, 1980, and amended on August 10, 1988, which govern the establishment, administration and termination of legal expense trusts; the Standing Rules and Orders of the Senate; and any interpretative rulings issued by the aforesaid Select Committee pursuant to Chapter 8 of the aforesaid regulations.

4. Although a trustee of the Trust has been designated, I agree to bear ultimate responsibility for the proper administration of the Legal Expense Trust Fund in conformity with the aforesaid regulations and the Standing Rules and Orders of the Senate.

Senator

Subscribed and sworn to before me
this ____ day of _____ 20__.

Notary Public of the State of

My Commission Expires

AFFIDAVIT OF [TRUSTEE]

State of)
) ss
County of)

I, [TRUSTEE] of full age, being first duly sworn and upon my oath according to law, depose and say:

1. I am not a Member, officer, or employee of the United States Senate; a member of [SENATOR]'s immediate family; counsel for [SENATOR], or a member, partner, associate, or employee of the firm employing counsel for [SENATOR] in the proceedings necessitating the creation of this trust fund.

2. I am the designated Trustee of the [NAME OF FUND] Legal Expense Trust Fund, a Trust created for the purpose of receiving contributions to defray the legal expenses and related expenses of [SENATOR] incurred in connection with inquiries by the Select Committee on Ethics of the United States Senate (the "Select Committee") involving allegations of violations of the Standing Rules of the Senate and Federal statutes in connection with activities related to or arising by virtue of his service in or to the United States Senate.

3. I have read and understand the provisions of the regulations promulgated under Senate Resolution 508 (agreed to on September 4, 1980) which govern the establishment, administration and termination of legal expense trusts. Furthermore, I consent to administer the [NAME OF FUND] Legal Expense Trust Fund in conformity with those regulations, interpretative rulings of the aforesaid regulations which may be issued by the Select Committee, the Standing Rules and Orders of the Senate and the laws of the State of [STATE].

Trustee

Subscribed and sworn to before me
this ____ day of _____ 20__.

Notary Public of the State of

My Commission Expires