

**Declaration of Trust for a Trust Organized to Act as a Nonoperating Private
Foundation Under Section 501(c)(3) of the Internal Revenue Code**

The Kling-League Foundation Trust

The Kling-League Foundation Trust. Declaration of Trust made as of the Twenty Eighth day of May, 2024, by Kenneth Wayne League, of Whatcom County, Washington, who hereby declares and agrees that he has received this day from Kenneth Wayne League, as Donor, the sum of Ten Dollars (\$10) and that he will hold and manage the same, and any additions to it, in trust, as follows:

First: This trust shall be called "The Kling-League Foundation Trust."

Second: This trust is organized exclusively for charitable, religious, educational, scientific and literary purposes under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. The trust will not have members and will not employ any officers or employees other than one single Trustee and such hired professional consultants as are deemed necessary by the Trustee to provide the minimum services needed for fund management, tax preparation, accounting services, annual information return preparation, legal advice and representation, website maintenance, etc. The compensation of the Trustee and the hiring and compensation of all consultants shall be in accordance with Articles Ninth and Twelfth of this Declaration of Trust.

Third: The trust will not spend any funds on fundraising or soliciting donations; however, the trust will accept donations if they are offered, but only if such donations comply fully with maintaining the federal income tax exemption of this trust pursuant to section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code for donations to a nonoperating charitable private foundation as set forth in Article Third of this Declaration of Trust. The Trustee may receive and accept property, whether real, personal, or mixed, 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 Declaration of Trust; but no gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than a "charitable organization" within the meaning of that term as defined in Section C of Article Forth of this Declaration of Trust, or as shall in the opinion of the Trustee, jeopardize the federal income tax exemption of this trust pursuant to section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Forth:

A. The principal and income of all property received and accepted by the Trustee to be administered under this Declaration of Trust shall be held in trust by them, and the Trustee may make payments or distributions from income or principal, or both, to or for the use of such charitable organizations, within the meaning of that term as defined in section C of Article Forth of this Declaration of Trust, in such amounts and for such charitable purposes of the trust as the Trustee shall from time to time select and determine in accordance with the mission, directions, terms and conditions set forth in Articles Fifth and Sixth of this Declaration of Trust. Income or

principal derived from contributions by corporations shall be distributed by the Trustee for use solely within the United States or its possessions. No part of the net earnings of this trust shall inure or be payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of this trust shall be the carrying on of propaganda, or otherwise attempting, to influence legislation. No part of the activities of this trust shall be the participation in, or intervention in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

No part of the net earnings of the trust shall inure to the benefit of, or be distributable to its Trustee or other private persons, except that the trust shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments, grants and distributions in furtherance of the purposes described in section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the trust shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the trust shall not carry on any other activities not permitted to be carried on (a) by a trust exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a trust, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Some of the annual grant, payment or distribution offers made by the Trust to or for the use of any charitable organizations will only be made subject to certain terms and conditions which the specified charitable organization may or may not be willing to meet. If any charitable organization refuses to meet the terms and conditions or refuses the distribution for any other reason, then the annual distribution to that specific organization will be made instead to one or more alternate charitable organization(s) as set forth in Articles Fifth and Sixth of this Declaration of Trust.

If any specific charitable organization listed in Article Fifth or Sixth of this Declaration of Trust loses its exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, all payments, grants, and dispersals to that specific organization will be directed to alternative charitable organization(s) for as long the exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code is absent.

If any specific charitable organization listed in Article Fifth or Sixth of this Declaration of Trust substantively changes its mission for any reason, then all payments, grants, and dispersals to that specific charitable organization will be directed to alternative charitable organization(s) for as long the mission is deemed to be outside the scope of the mission of this Trust as stated in Article Fifth of this Declaration of Trust.

If any specific charitable organization listed in Article Fifth or Sixth of this Declaration of Trust ceases to exist for any reason, then all payments, grants, and dispersals to that specific charitable organization will be directed to alternative charitable organization(s) until such time as the specific charitable organization is reformed with the same or similar mission.

B. If the Trustee is either Kenneth Wayne League or Janet Andrews Kling, the trust shall continue forever unless the Trustee terminates it and distributes all of the principal and income, which action may be taken by the Trustee in their discretion. If the Trustee is not Kenneth Wayne League or Janet Andrews Kling, the trust shall continue forever unless the Trustee terminates it and distributes all of the principal and income, which action may be taken by the Trustee in their discretion but only in accordance with the mission, directions, terms and conditions set forth in Articles Fifth and Sixth of this Declaration of Trust, and only if: all parts of the mission of the trust, as set forth in Article Fifth of this declaration of Trust are impossible; or the annual administrative cost of operating the trust (total annual compensation of the Trustee and fees for all professional consultant services, plus all excise and other taxes paid by the trust) becomes larger than the total annual distribution made to all charitable organizations; or if the Trustee wishes to resign and no suitable successor Trustee can be identified. On such termination, assets shall be distributed to one or more exempt charitable organizations set forth in Article Sixth of this Declaration of Trust, and in accordance with the trust's mission as set forth in Article Fifth of this declaration of Trust, within the meaning of the term "charitable organization(s)" as defined in section C of Article Fourth of this Declaration of Trust.

C. In this Declaration of Trust and in any amendments to it, references to "charitable organizations" or "charitable organization" mean corporations, trusts, funds, foundations, or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do 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. It is intended that the organizations described in this section C shall be entitled to exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Fifth: The mission of this trust is to provide ongoing financial support to several charitable causes and charitable organizations that are of particular and individual importance to the Trust founders, Kenneth Wayne League and Janet Andrews Kling. The intent is to help preserve certain beloved institutions and certain legacies and traditions that surround them, to help ensure that they continue to exist and fulfill their individual missions for future generations to benefit from and enjoy, and to support certain charitable causes and charitable efforts that have particular importance to the trust founders. These charitable causes and the charitable organizations that support them are separated into the five charitable causes listed here:

1. "The Holden Arboretum"
2. "The Nature Conservancy"
3. "Girls Inc." and "Girlstart"
4. "Poe Baltimore" and the "Westminster Preservation Trust Incorporated"
5. The "New Castle Public Library" (of the city of New Castle, Delaware)

1. To support the mission of the Holden Arboretum: "to connect people with the wonder, beauty, and value of trees and plants, to inspire action for healthy communities."

In general, the intent is to give financial support to a well-run, efficient charitable organization that supports the creation of spaces with growing plants for people to enjoy. Should "The Holden Arboretum" ever substantially change its mission, lose its exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, cease to exist, or suffer from seriously inefficient or inappropriate management, then the Trustee is directed to select one or more of these alternative charitable organizations (The Arbor Day foundation, American Forests, The Garden Conservancy, Trust for Public Land) and if that is not possible then to select one or more charitable organizations at the Trustee's discretion, keeping with the mission description in Article Fifth of this Declaration of Trust, to be the new recipient(s) of this gift.

2. To support the mission of the Nature Conservancy: "to conserve the lands and waters on which all life depends."

In general, the intent is to give financial support to a well-run, efficient charitable organization that supports environmental protection, conservation and improvement, sustainability, solutions to climate change, and/or preserving endangered habitats and species. Should "The Nature Conservancy" ever substantially change its mission, lose its exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, cease to exist, or suffer from seriously inefficient or inappropriate management, then the Trustee is directed to select one or more of these alternative charitable organizations (Sierra Club Foundation, Environmental Defense Fund, Natural Resources Defense Council) and if that is not possible then to select one or more charitable organizations at the Trustee's discretion, keeping with the mission description in Article Fifth of this Declaration of Trust, to be the new recipient(s) of this gift.

3. To support the mission of Girls Inc.: "To inspire all girls to be strong, smart, and bold."; and

To support the mission of Girlstart: "To increase girls' interest and engagement in STEM. We are a national women-led organization, offering year-round out-of-school STEM programming for girls in grades 4-8."

In general, the intent is to give financial support to one or more well-run, efficient charitable organization(s) that promotes education, achievement, and empowerment for girls and women, by providing or supporting programs that positively influence school age girls. Of particular interest are programs that support girls' interest and education in science, technology, engineering and mathematics, programs that provide counseling, support, and protection for girls that have suffered abuse, and programs that reach out to underprivileged, marginalized, and underserved areas. Ideally one or more charitable organization(s) that operates nationally or regionally rather than locally or internationally. Should both "Girls Inc." and "Girlstart" ever substantially change their missions, lose their exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, cease to exist, or suffer from seriously inefficient or inappropriate management, then the Trustee is directed to select one or more charitable organization(s) at the Trustee's discretion, keeping with the mission description in Article Fifth of this Declaration of Trust, to be the new recipient(s) of this gift.

4. To support the mission of Poe Baltimore: "To fund, maintain, and interpret The Edgar Allan Poe House and Museum, and to celebrate the legacy of one of Baltimore's most famous residents. To maintain the museum as a vibrant experience for the thousands of visitors who come from around the world each year, and as part of a broader mission of city-wide events and educational opportunities. To enrich the experience of visitors to Baltimore, who come to witness the city that inspired Edgar Allan Poe and his intellectual and literary heirs. To protect, preserve and celebrate the rich history of the city, the house, and the legacy of one of our most beloved denizens."; and

To support the mission of the Westminster Preservation Trust Incorporated: "To preserve and protect the historical buildings and grounds known as Westminster hall and burial grounds. Promote public awareness and use of the property, where several individuals of historical significance are buried, including Edgar Allen Poe."

In general, the intent is to give financial support to one or more well run, efficient charitable organizations that work to preserve the legacy of Edgar Allan Poe. In particular, preserving historically important places, objects, stories, and mythologies associated with Poe. In particular, Poe's home and his burial places in Baltimore, the original urban myth concerning the "Poe Toaster", and the modern Poe Toaster celebration. To those ends, this gift is directed to the two charitable organizations that maintain the modern Poe Toaster celebration and are dedicated to preserving Poe's home and burial places in Baltimore. The gifts to these two charitable organizations may require the fulfillment of certain terms and conditions designed to promote remembrance of the original Poe Toaster tradition. Failure to comply with the terms and conditions results in the gifts being given to alternative Poe related charitable organizations (Poe Foundation Inc. of Richmond Virginia, The Bronx County Historical Society (The Edgar Allan Poe Cottage), Poe Studies Association, Edgar Allan Poe National Historic Site Pennsylvania)

Should both "Poe Baltimore" and "the Westminster Preservation Trust Incorporated" ever substantially change their missions, lose their exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, cease to exist, or suffer from seriously inefficient or inappropriate management, then the Trustee is directed to select one or more of these alternative charitable organization(s) (The Edgar Allan Poe Cottage, Poe Studies Association, Edgar Allan Poe National Historic Site Pennsylvania) and if that is not possible then to select one or more charitable organizations at the Trustee's discretion, keeping with the mission description in Article Fifth of this Declaration of Trust, to be the new recipient(s) of this gift.

5. New Castle Public Library of New Castle, Delaware – To support the mission of the New Castle Public Library of New Castle, Delaware: "The mission of the New Castle County Libraries is to enrich our community by providing library resources and services to meet the informational, educational, cultural, and recreational needs of the citizens of New Castle County. Libraries serve as community centers where people come together to discuss, learn, grow, and share. To that end, libraries provide collections of informational, educational, and recreational materials to the public. Access is free to all. Materials are selected according to content, regardless of the format. The needs of the local community are the chief determinants in the content of the collection, with the size of the individual libraries an important factor in determining the scope of their collections. Reference collections will meet general community needs, not specialized research. Collection development in the New Castle County Libraries is founded on the

principles espoused in the American Library Association's "Library Bill Of Rights", "The Freedom To Read Statement", the "Freedom To View Statement", and the "Diversity In Collection Development" statement, all of which are available upon request."

In general, the intent is to give financial support to one or more well run, efficient charitable organizations that work to foster and facilitate a love of reading, protect the right to read free of censorship, and to fight against the censorship of written materials as outlined in the American Library Association's "Library Bill Of Rights", "The Freedom To Read Statement", the "Freedom To View Statement", and the "Diversity In Collection Development" statement. The gifts to this charitable organization requires the fulfillment of certain terms and conditions designed to promote the right to read free of censorship. Failure to comply with the terms and conditions results in the gifts being given to alternative reading and anti-censorship related charitable organizations (American Library Association, the Freedom to Read Foundation, PEN America). Should the "New Castle Public Library of New Castle, Delaware" ever substantially change its mission, lose its exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, cease to exist, or suffer from seriously inefficient or inappropriate management, then the Trustee is directed to select one or more of these alternative charitable organizations (American Library Association, the Freedom to Read Foundation, PEN America) and if that is not possible then to select one or more charitable organizations at the Trustee's discretion, keeping with the mission description in Article Fifth of this Declaration of Trust, to be the new recipient(s) of this gift.

Sixth:

A. The trust will make payment distributions once a year to several charitable organizations listed in Articles Fifth and Sixth of this Declaration of Trust. Except in the case of the trust being permanently dissolved and terminated, and except for any possible large distribution to reimburse legal expenses to the New Castle Library as described in Article Sixth, paragraph B5b, the amount of the total annual distribution shall be the minimum allowable by IRS regulations for a non-operating private charitable foundation, or approximately 5 percent of its assets, with certain adjustments, based on the previous year's assets.

The minimum distributable amount is equal to the minimum investment return of a private foundation reduced by the sum of any income taxes and the tax on investment income, and increased by-

1. Amounts received or accrued as repayments of amounts taken into account as qualifying distributions for any tax year,
2. Amounts received or accrued from the sale or other disposition of property to the extent that the acquisition of the property was considered a qualifying distribution for any tax year, and
3. Any amount set aside for a specific project to the extent the amount was not necessary for the purposes for which it was set aside.

The minimum investment return for any private foundation is 5 percent of the excess of the combined fair market value of all assets of the foundation, other than those used or held for use for exempt purposes, over the amount of indebtedness incurred to buy these assets.

The trust will undertake no other charitable work or any other activities other than making these specific dispersals. The offering of these annual dispersals is automatic and the recipient

charitable organizations need not make any applications or proposals to apply for such payments. However, the recipient charitable organizations may be required to meet certain terms and conditions to qualify for the dispersal and may be required to respond to an annual "Use of Funds" letter with a signed affidavit attesting that the terms and conditions have been met in full.

B. These charitable organizations are separated into the five charitable causes that they support listed here, including the share of the total annual fund disbursement each cause is to receive. The assets of the fund in the trust shall be earmarked for these five separate charitable causes, each represented by one or more individual charitable organizations. The principal assets of the fund will be earmarked in fractional shares to these five charitable causes as proscribed here:

1. Charitable Cause 1 (distribution from $\frac{1}{6}$ share of total assets) The Holden Arboretum
2. Charitable Cause 2 (distribution from $\frac{1}{6}$ share of total assets) The Nature Conservancy
3. Charitable Cause (distribution from $\frac{1}{6}$ share of total assets) Girls Inc. and Girlstart
4. Charitable Cause 4 (distribution from $\frac{1}{4}$ share of total assets) Poe Baltimore and the Westminster Preservation Trust Incorporated
5. Charitable Cause 5 (distribution from $\frac{1}{4}$ share of total assets) The New Castle Public Library (of the city of New Castle, Delaware)

1. The annual distribution will be made to The Holden Arboretum in Mentor, OH. (EIN: 34-0750346), during the month of March of each year.

If the primary charitable organization refuses or is denied the entire gift or any given annual distribution for any reason, the distribution will be gifted to one or more of the following alternative charitable organizations at the discretion of the Trustee: The Arbor Day foundation (EIN: 23-7169265), American Forests (EIN: 53-0196544), The Garden Conservancy (EIN: 13-3570145), and the Trust for Public Land (EIN: 23-7222333). If all of these alternative charitable organizations refuses or is denied the entire gift or any given annual distribution for any reason, the payment will be distributed according to the provisions of Section C of Article Sixth.

2. The annual distribution will be made to The Nature Conservancy. (EIN: 53-0242652), during the month of March of each year.

If the primary charitable organization refuses or is denied the entire gift or any given annual distribution for any reason, the distribution will be gifted to one or more of the following alternative charitable organizations at the discretion of the Trustee: Sierra Club Foundation (EIN: 94-6069890), Environmental Defense Fund (EIN: 11-6107128), Natural Resources Defense Council (EIN: 13-2654926). If all of these alternative charitable organizations refuses or is denied the entire gift or any given annual distribution for any reason, the payment will be distributed according to the provisions of Section C of Article Sixth.

3. The annual distribution to be split evenly between Girls Inc. and Girlstart (EIN: 31-1595414). The Girls Inc. donation is to be directed toward one local Girls Inc. chapter (rather than the national chapter), chosen at random with no single local chapter receiving a second annual donation until every local chapter has received at least one donation in the past. After each local chapter has received one donation each, then the process repeats with each chapter in turn receiving a second gift before any receives a third gift, etc. The distributions from the trust will be made during the month of March of each year.

If both of the primary charitable organizations refuse or are denied the entire gift or any given annual distribution for any reason, the payment will be distributed according to the provisions of Section C of Article Sixth.

4. The annual distribution to be equally split between the Poe House and Museum (Poe Baltimore Inc. EIN: 38-3888146) and the Westminster Preservation Trust Incorporated (EIN: 52-1136897), assuming that the terms and conditions attached to the gift are met.

a) If, in a given year, the annual distribution to this charitable cause will be less than \$2000, then the terms and conditions may be assumed to have been met for that year at the discretion of the Trustee, and a Use-of-Funds letter and Affidavit may be sent to the recipient organizations only at the discretion of the Trustee. The distributions from the trust will be made during the month of March of that year.

b) If, in a given year, the annual distribution to this charitable cause will be greater than or equal to \$2000, then distributions from the trust will be made during the month of March of that year on the condition that one or both of: 1) the Poe House and Museum and/or 2) the Westminster Preservation Trust have caused the Postern gate (also referred to as the Wineholt gate) being the only gate the East side of the Westminster Burial Grounds, to remain continuously operational and unlocked from no later than 12:01 A.M. until no earlier than dawn on the previous January 19th.

Between December 1st and December 31st of each year, the Trustee will send a "Use-of-Funds" Letter and Affidavit to both charitable organizations reminding them to sign and return the enclosed Affidavit (sometime after January 19th) to the Trustee, attesting that the condition was fulfilled. Upon receipt of the signed Affidavit from at least one of the two charitable organizations, the Trustee will make the annual payment to both charitable organizations. If no Affidavit is received by the last day of February, or if the Trustee receives credible information that the condition was not met, then the annual payment will be sent to the alternative charitable organizations listed here.

If both of the primary charitable organizations refuse or are denied the entire gift or any given annual distribution for any reason, the distribution will be divided between the following alternative charitable organizations: the Poe Foundation Inc. of Richmond Virginia (EIN: 54-0343050), The Bronx County Historical Society (Specifically for the benefit of The Edgar Allan Poe Cottage) (EIN: 13-6153378), Poe Studies Association (EIN: 93-0853685), and the Independence Historical Trust (Specifically for the support of the Edgar Allan Poe National Historic Site in Pennsylvania) (EIN: 23-7179598). If all of these alternative charitable organizations refuse or are denied the entire gift or any given annual distribution for any reason, the payment will be distributed according to the provisions of Section C of Article Sixth.

5. The annual distribution will be made to the New Castle Public Library of the city of New Castle, Delaware (EIN: 51-0102644) assuming that the terms and conditions attached to the gift are met.

a) If, in a given year, the annual distribution to this charitable cause will be less than \$2000, then the terms and conditions will be assumed to have been met for that year, and no Use-of-Funds letter or Affidavit will be sent to the recipient organizations. The distributions from the trust will be made during the month of March of that year.

b) If, in a given year, the annual distribution to this charitable cause will be greater than or equal to \$2000, then distributions from the trust will be made during the month of March that year on the condition that all funds received from the Trust in every given year are to be used exclusively to obtain book titles on the PEN America Index of Book Bans and the most current yearly ALA complete list of all Banned and Challenged Books in America (Banned Book List) (as each list stands at the end of the of the previous calendar year), or if these lists are unavailable, any other national list(s) of banned or challenged books that the Trustee may use for this purpose, until either 90% of each annual payment is expended on obtaining Banned Book List titles, or all of the titles on the Banned Book List are available to library patrons as either physical copies, digital copies, via inter-library loans, in some other format, or by some other loan process. This must include at least one physical volume of at least 500 individual book titles from this or previous years' Banned Book List. The library must not restrict the access to any of these books from patrons on any basis other than reasonable age restrictions for each title. If the library obtains and makes available all of the titles on both lists as stipulated above, before 90% of the annual payment is spent, then the entire remainder of that annual payment is available to the library to utilize as an unrestricted donation.

In addition to the annual distribution, the charitable organization can also request any amount up to the share earmarked for the benefit of the New Castle Public Library, or 25% of the total trust fund's principal assets for immediate distribution to the library but only if such funds are used to pay for legal expenses incurred by the library in defending itself from legal efforts to force any form of book ban or other censorship on the library. Such a distribution shall be seen to have come solely from the 25% share of the total fund principal that is earmarked to generate annual payments to The New Castle Public Library of the city of New Castle, Delaware. So that any such large distribution of principal for this charitable organization will have the effect of reducing or eliminating future annual distributions to this charitable cause only, and will not affect or reduce the 75% of the fund earmarked for the benefit of the other four charitable causes specified in paragraph B of Article Sixth of this Declaration of Trust. After any such lump sum distribution of principal, the Trustee will henceforth track the remaining balance of the fund principal earmarked for the New Castle Public Library separately from the rest of the fund for the other four charitable causes specified in paragraph B of Article Sixth of this Declaration of Trust.

Between December 1st and December 31st of each year the Trustee will send a "Use-of-Funds" letter to the library along with an Affidavit reminding them to sign and return the enclosed Affidavit to the Trustee attesting that the condition was fulfilled. Upon receipt of the signed Affidavit letter from the New Castle Public Library, the Trustee will make the annual payment to the library. If no Affidavit is received by the last day of February, or if the Trustee receives credible information that the condition was not met, then the annual payment will be divided into three equal parts and sent to the three alternative charities listed in Article Sixth of this Declaration of Trust.

If the primary charitable organization refuses or is denied the entire gift or any given annual distribution for any reason, the distribution will be divided between the following alternative charitable organizations: the American Library Association (EIN: 36-2166947), the Freedom to Read Foundation (EIN: 23-7102086) and PEN America (EIN: 13-3447888). If all of these alternative charitable organizations refuses or is denied the entire gift or any given annual distribution for any reason, the payment will be distributed according to the provisions of Section C of Article Sixth.

C. If, for a given charitable cause, the primary and all of the identified alternate charitable organizations refuses or is denied the entire gift or any given annual distribution for any reason, then the Trustee is directed to select one or more charitable organization(s) at the Trustee's discretion, keeping with the mission description given for that charitable cause in Article Fifth of this Declaration of Trust, to be the recipient(s) of this gift. If supporting one or more of these causes becomes impossible, then the trust funds allocated for the support of that cause should be divided and directed to the support of the remaining causes. If none of the original charitable causes can be supported, then the trust is to be dissolved.

Seventh: This Declaration of Trust may be amended at any time or times by written instrument or instruments signed and sealed by the Trustee, and acknowledged by the Trustee, provided that no amendment shall authorize the Trustee to conduct the affairs of this trust in any manner or for any purpose contrary to the provisions of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, and also provided that no amendment shall authorize the Trustee to conduct the affairs of this trust in any manner or for any purpose contrary to the provisions of the mission, directions, terms and conditions of this trust as set forth in Articles Fifth and Sixth of this Declaration of Trust, and also provided that no amendment shall authorize the Trustee to terminate the trust for any reason other than those set forth in section B of Article Fourth of this Declaration of Trust. An amendment of the provisions of this Article Seventh (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the Trustee's amending power. Only Trustees Kenneth Wayne League or Janet Andrews Kling shall have the power to amend the provisions of Article Fifth, Article Sixth, or Section B of Article Fourth of this Declaration of Trust (or any amendment to it). Any other Trustee is not authorized to modify or abridge the mission, directions, terms and conditions of this trust as set forth in Articles Fifth and Sixth of this Declaration of Trust or the conditions for terminating the trust as set forth in section B of Article Fourth of this Declaration of Trust (or any amendment to it). All instruments amending this Declaration of Trust shall be noted upon or kept attached to the executed original of this Declaration of Trust held by the Trustee.

Eighth:

A. Any Trustee under this Declaration of Trust may, by written instrument, signed and acknowledged, resign his office. The number of Trustees shall be at all times not less than one, and whenever for any reason the number is reduced to zero, there shall be, and at any other time there may be, appointed one Trustee. Appointments shall be made by the Trustee for the time in office by written instruments signed and acknowledged. Any succeeding Trustee shall, upon his or her acceptance of the office by written instrument signed and acknowledged, have the same powers, rights and duties, and the same title to the trust estate as the previous Trustee as if originally appointed (except with regard to the conditions for terminating the trust as defined in section B of Article Fourth of this Declaration of Trust, and except with regard to changing or abridging the mission, directions, terms and conditions of this trust as set forth in Articles Fifth and Sixth of this Declaration of Trust). The Trustee shall not be required to furnish any bond or surety. The Trustee shall not be responsible or liable for the acts or omissions of any previous Trustee or of a custodian, agent, depository or counsel selected with reasonable care. The sole Trustee, whether original or successor, for the time being in office, shall have full authority to act. The Trustee may, by appropriate written instrument, delegate all of his or her powers to an appointed temporary Trustee for such periods and subject to such conditions as such delegating Trustee may determine. The Trustee serving under this Declaration of Trust is

authorized to pay to themselves amounts for reasonable expenses incurred and reasonable compensation for services rendered in the administration of this trust, but in no event shall any Trustee who has made a contribution to this trust ever receive any compensation thereafter.

B. The sole Trustee shall be Kenneth Wayne League. If Kenneth Wayne League dies or becomes unable or unwilling to act as the Trustee, then the sole Trustee shall be Janet Andrews Kling if she is alive, willing, and able to act as the Trustee. If Janet A. Kling is deceased or unable or unwilling to become the sole Trustee or if she dies or becomes unable or unwilling to act as the sole Trustee, then the sole Trustee shall be PNC Bank N.A. or its legal successor. If PNC Bank N.A. or its legal successor is unable or unwilling to act as the sole Trustee, then the sole Trustee shall be Steve Antonio (of 701 Warren Glen Rd, Bloomsbury, NJ 08804). If Steve Antonio is deceased or unable or unwilling to become the sole Trustee or if he dies or becomes unable or unwilling to act as the sole Trustee, then the sole Trustee shall be Nori Rose Hubert (512-420-6411, 9218 Balcones Club Drive, Apt 1837, Austin, TX 78750). If all of the potential Trustees listed in this paragraph are unable or unwilling to act as the sole Trustee, then the current Trustee, at their sole discretion, shall be empowered to select any willing individual or fiduciary entity to then be the sole Trustee. If any individual or entity acting as the Trustee becomes unable or unwilling to act as the sole Trustee and no other suitable Trustee can be identified, then the trust is to be dissolved according to section B of Article Forth of this Declaration of Trust.

Ninth: In extension and not in limitation of the common law and statutory powers of Trustees and other powers granted in this Declaration of Trust, the Trustee shall have the following discretionary powers.

- a) To invest and reinvest the principal and income of the trust in such property, real, personal, or mixed, and in such manner as they shall deem proper, and from time to time to change investments as they shall deem advisable; to invest in or retain any stocks, shares, bonds, notes, obligations, or personal or real property (including without limitation any interests in or obligations of any corporation, association, business trust, investment trust, common trust fund, or investment company) although some or all of the property so acquired or retained is of a kind or size which but for this express authority would not be considered proper and although all of the trust funds are invested in the securities of one company. No principal or income, however, shall be loaned, directly or indirectly, to any Trustee or to anyone else, corporate or otherwise, who has at any time made a contribution to this trust, nor to anyone except on the basis of an adequate interest charge and with adequate security.
- b) To sell, lease, or exchange any personal, mixed, or real property, at public auction or by private contract, for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertakings relating to the trust property, as they consider advisable, whether or not such leases or contracts may extend beyond the duration of the trust.
- c) To borrow money for such periods, at such rates of interest, and upon such terms as the Trustees consider advisable, and as security for such loans to mortgage or pledge any real or personal property with or without power of sale; to acquire or hold any real or personal property, subject to any mortgage or pledge on or of property acquired or held by this trust.

d) To execute and deliver deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, promissory notes, releases, and other instruments, sealed or unsealed, incident to any transaction in which they engage.

e) To vote, to give proxies, to participate in the reorganization, merger or consolidation of any concern, or in the sale, lease, disposition, or distribution of its assets; to join with other security holders in acting through a committee, depository, voting Trustees, or otherwise, and in this connection to delegate authority to such committee, depository, or Trustees and to deposit securities with them or transfer securities to them; to pay assessments levied on securities or to exercise subscription rights in respect of securities.

f) To employ a bank or trust company as custodian of any funds or securities and to delegate to it such powers as they deem appropriate; to hold trust property without indication of fiduciary capacity but only in the name of a registered nominee, provided the trust property is at all times identified as such on the books of the trust; to keep any or all of the trust property or funds in any place or places in the United States of America; to employ clerks, accountants, investment counsel, investment agents, and any special services, and to pay the reasonable compensation and expenses of all such services in addition to the compensation of the Trustee.

The compensation for all administrative and operating costs including all Trustee compensation and necessary professional fees paid to contractors shall never exceed a fair and reasonable amount that is based on a stepped percentage of the total value of the fund principal limited by a fixed minimum fee. All compensation arrangements shall follow the Conflict-of-Interest policy contained in Article Twelfth of this Declaration of Trust. All compensation arrangements shall conform to reasonable standards that are based on information about compensation paid by similarly situated tax-exempt foundation trusts for similar services or current compensation surveys compiled by independent firms. All compensation arrangements shall be approved in advance of any payments and shall be documented in writing, recording the identity of the Trustee that established the compensation agreements as well as the date, terms and the information and sources on which the Trustee relied on to establish the terms of the compensation arrangement. The above written record shall be included as part of each of the Trust's annual Internal Revenue Service tax return 990PF forms.

g) At any time, the Trustee may change the governing law of the trust; change the situs of the administration of the trust; and remove all, or any part of the property from one jurisdiction to another. The Trustee may elect, by filing an instrument with the trust records, that the trust will then be construed, regulated, and governed by the new jurisdiction's laws. The Trustee may take action under this section for any purpose the Trustee considers appropriate, including the minimization of any taxes in respect of the trust or any recipient of charitable donations from the trust.

Tenth: Any other provisions of this instrument notwithstanding, the Trustee shall distribute its income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Any other provisions of this instrument notwithstanding, the Trustee won't engage in any act of self-dealing as defined in section 4941(d) of the Internal Revenue Code, or the corresponding section of any future federal tax code; nor retain any excess business holdings as defined in section 4943(c) of the Internal Revenue Code, or the corresponding section of any future federal tax code; nor make any investments in a manner as to incur tax liability under section 4944 of

the Internal Revenue Code, or the corresponding section of any future federal tax code; nor make any taxable expenditures as defined in section 4945 (d) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Eleventh: The Trustee's powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the charitable purposes of this trust as specified in Article Forth of this Declaration of Trust and consistent with and in furtherance of the mission of this trust as specified in Article Fifth of this Declaration of Trust and not otherwise.

Twelfth: The Conflict-of-Interest policy of this trust is set forth here, in Article Twelfth of this Declaration of Trust. In the case where the Trustee is either Kenneth Wayne League or Janet Andrews Kling, no conflict-of-interest is possible as neither of these Trustees shall be paid any compensation and no trust assets will be spent on professional services, fees, taxes, benefits, insurance, etc., or any other form of expenses other than payments directly to existing charitable organization(s) as defined in section C of Article Forth of this Declaration of Trust.

a) In the case where the Trustee is an Independent Corporate Trustee, the same organization that employs the Trustee will also have the authority to approve the compensation arrangements for the services provided by the Trustee and the independent contractors. Therefore, to avoid any possible conflict-of-interest and/or a possible excess benefit transactions arising from this institution and individuals unavoidably being in a position to set their own compensation, the compensation for the services of an Independent corporate Trustee and other professional services provided (legal, tax, accounting, etc.) will be set at rates prescribed for similar Trust services in the Trustee's standard compensation schedule last adopted prior to each time such compensation is charged, and, as such, will be monitored by responsible government watchdog agencies to verify that they are reasonable and within industry norms. All compensation arrangements shall be approved in advance of any payments and shall be documented in writing, recording the identity of the Trustee that established the compensation agreements as well as the date, terms and the information and sources on which the Trustee relied on to establish the terms of the compensation arrangement. The above written record shall be included as part of each of the Trust's annual Internal Revenue Service tax return 990PF forms.

b) In the case where the Trustee is an individual not acting as an agent of a fiduciary business or corporation, the Trustee shall not be empowered to set their own compensation and shall be required to accept the compensation arrangements set forth here:

Annual compensation to the Trustee for services as Trustee shall not exceed 0.4% of the total trust value in addition to an annual expense allowance not to exceed 0.1% of the total trust value for reasonable and necessary expenses like website maintenance, hosting, domain name rental, P.O. box rental, safe deposit box rental, tax preparation, travel expenses, legal fees, postage fees, computer and printer access, etc.

c) The total annual administration costs (including trustee compensation, fund management fees, legal and accounting services, and all other expenses) shall never exceed 1.8% of total fund value.

d) The Trustee shall avoid any arrangements or transactions in which the trust assets are used to create a beneficial private interest of the Trustee through business, investment or family, through direct or indirect remuneration as well as loans, investments, gifts, favors or

arrangements such as partnerships, joint ventures or other transactions. Any inadvertent beneficial private interest that may be discovered by the Trustee, contractors providing professional services to the trust, internal auditors, members of the public, governmental watchdog agencies or by any other means, shall be eliminated expediently and reported in full in the annual statement of the trust, including details of how the beneficial arrangement came to exist and how the situation was fully resolved.

e) The Trustee shall create and/or maintain a publicly accessible website that will allow free public access to Trust documents including the Declaration of Trust and all amendments to the Declaration of Trust, all IRS 1023 forms filed by the Trustee concerning the Trust, all IRS determination letters approving tax-exempt status concerning the Trust, all annual IRS 990PF forms concerning the Trust, all Trustee compensation agreements, and all Trustee annual statements.

f) The Trustee shall annually sign a statement which affirms that the Trustee:

1. Has received a copy of the Conflict-of-Interest policy,
2. Has read and understands the policy,
3. Has agreed to comply with the policy, and
4. Understands the trust is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.
5. Has disclosed in writing in the annual public statement any beneficial private interest of the Trustee arising from the disposition of the trust fund assets, and how such an interest was discovered and how it was resolved.

g) All annual statements as well as Trustee compensation, fees, benefits, taxes, and other expenses will be recorded and publicly reported annually on the trust's IRS 990PF tax return form and made freely available on the trust's publicly accessible website.

Thirteenth: In this Declaration of Trust and in any amendment to it, references to "Trustee" means the sole Trustee, whether original or successor, for the time being in office.

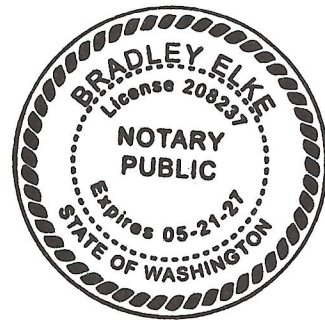
Fourteenth: Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the Trustee, and of any of the notations on it and writings attached to it, as fully as he might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be a Trustee under this Declaration of Trust. 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 see to the application of anything paid or transferred to or upon the order of the Trustee of the trust.

Fifteenth: This Declaration of Trust is to be governed in all respects by the laws of the State of Washington.

Trustee's Signature: *Mark W. Terry* Date: 5/28/2024

Notary Acknowledgment

Subscribed and sworn to before me, a Notary Public on this 5-28-2024 (date)



Notary Signature: *[Signature]* Notary Seal: _____

Appendix A

Sample Annual Trustee Statement

I, _____, the Trustee of the

Kling-League Foundation Trust verify that:

- I have read and understand this Trust's Conflict-or-Interest policy that is set forth in Article Twelfth of the Declaration of Trust document;
- I will comply fully with the Trust's Conflict-or-Interest policy;
- I understand that this trust is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes;
- In the past year, I have had no beneficial private interests arising from the disposition of the trust fund assets;
- I approved all compensation arrangements (for the Trustee, all employees and all private contractors) in advance of paying compensation;
- All approved compensation arrangements (including the dates and terms of such arrangements) have been documented in writing;
- All compensation arrangements were approved based on compensation paid by similarly situated tax-exempt organizations for similar services;
- The information and the source of the information upon which I based my compensation decisions are documented in writing.

Signed

Trustee _____ Date _____

Appendix B
Sample Use-of-Funds Letters
and
Affidavits

The Kling-League Foundation Trust
Use-of-Funds Letter for 202__

Trustee
The Kling-League Foundation Trust
601 Front St. Num. 391
Lynden, Washington 98264-1720

Administrator
Poe Baltimore, Inc.
EIN: 38-3888146
P.O. Box 23773
Baltimore, MD 21203

Dear Sir or Madam,

The Kling-League Foundation Trust is prepared to make the 202__ annual donations to Poe House Inc. and The Westminster Preservation Trust in March of 202__.

These donations are contingent on one single condition. If the Postern gate (also referred to as the Wineholt gate), being the only gate on the East side of the Westminster Burial Grounds, is left continuously operational and unlocked from no later than 12:01 A.M. until no earlier than dawn on the morning of January 19, 202__ then the two donations will be made in full.

In order to secure the donation to Poe House Inc., see that the condition above is met, and then complete, sign and have notarized the enclosed affidavit document and return it in the self-addressed envelope enclosed, being received by the Kling-League Foundation Trust Trustee no later than the last day of February, 202__.

Thank you,

Trustee
Kling-League Private Foundation

The Kling-League Foundation Trust
Use-of-Funds Letter for 202__

Trustee
The Kling-League Foundation Trust
601 Front St. Num. 391
Lynden, Washington 98264-1720

Administrator
Westminster Preservation Trust Incorporated
EIN: 52-1136897
500 W Baltimore St
Baltimore, MD 21201

Dear Sir or Madam,

The Kling-League Foundation Trust is prepared to make the 202__ annual donations to Poe House Inc. and the Westminster Preservation Trust Incorporated in March of 202__.

These donations are contingent on one single condition. If the Postern gate (also referred to as the Wineholt gate), being the only gate on the East side of the Westminster Burial Grounds, is left continuously operational and unlocked from no later than 12:01 A.M. until no earlier than dawn on the morning of January 19, 202__ then the two donations will be made in full.

In order to secure the donation to the Westminster Preservation Trust Incorporated, see that the condition above is met, and then complete, sign and have notarized the enclosed affidavit document and return it in the self-addressed envelope enclosed, being received by the Kling-League Foundation Trust Trustee no later than the last day of February, 202__.

Thank you,

Trustee
Kling-League Private Foundation

The Kling-League Foundation Trust
Use-of-Funds Letter for 202__

Trustee
The Kling-League Foundation Trust
601 Front St. Num. 391
Lynden, Washington 98264-1720

Administrator
New Castle Public Library of the city of New Castle, Delaware
EIN: 51-0102644
424 Delaware Street
New Castle, DE 19720

Dear Sir or Madam,

The Kling-League Foundation Trust (Trust) is prepared to make the 202__ annual donation to New Castle Public Library of the city of New Castle, Delaware (Library) in March of 202__.

This donation is contingent on these conditions. The Library must have used all of the funds received from the Foundation in 202__ in accordance with the conditions below and agrees to use all of the funds to be received from the Foundation in 202__ in accordance with the conditions below.

All funds received from the Foundation in any given year are to be used exclusively to obtain book titles on the PEN America Index of Book Bans and the most current yearly ALA complete list of all Banned and Challenged Books in America (Banned Book List) (as each list stands at the end of the of the previous calendar year) until either 90% of each annual payment is expended on obtaining Banned Book List titles, or all of the titles on the Banned Book List are available to patrons as either physical copies, digital copies, via inter-library loans, in some other format, or by some other loan process. This must include one physical volume of at least 500 individual book titles from this or previous years' Banned Book List. The library must not restrict the access to any of these books from patrons on any basis other than reasonable age restrictions for each title.

In order to secure the donation to the Library, see that the above conditions are met, and then complete, sign and have notarized the enclosed affidavit document and return it in the self-addressed envelope enclosed, being received by the Kling-League Foundation Trust Trustee no later than the last day of February, 202__.

Thank you,

Trustee
Kling-League Foundation Trust

Administrator
Poe Baltimore, Inc.
EIN: 38-3888146
P.O. Box 23773
Baltimore, MD 21203

Trustee
The Kling-League Foundation Trust
601 Front St. Num. 391
Lynden, Washington 98264-1720

I, _____, make the following statements.

I am of legal age, of sound mind, competent to make this affidavit and I have personal knowledge of that facts and matters presented herein.

I am a duly authorized representative of Poe Baltimore Inc. (EIN: 38-3888146) and am empowered by that organization to attest to the following statement.

I stipulate that the conditions as set forth in the Use-of-Funds letter send to us by the Kling-League Foundation Trust have been met for the year 202__.

The Postern gate (also referred to as the Wineholt gate), being the only gate on the East side of the Westminster Burial Grounds, was continuously operational and unlocked from no later than 12:01 A.M. until no earlier than dawn on the morning of January 19th 202__.

Under penalty of fraud, I hereby declare and affirm that the above-mentioned statement is, to the best of my knowledge, true and correct.

I understand that any false statements made in this affidavit may put into jeopardy this and future donations from the Kling-League Foundation Trust to Poe Baltimore, Inc.

Affiant's Signature: _____ Date: _____

Notary Acknowledgment

Subscribed and sworn to before me, a Notary Public on this _____ (date)

Notary Signature: _____ Notary Seal: _____

Administrator
Westminster Preservation Trust Incorporated
EIN: 52-1136897
500 W Baltimore St
Baltimore, MD 21201

Trustee
The Kling-League Foundation Trust
601 Front St. Num. 391
Lynden, Washington 98264-1720

I, _____, make the following statements.

I am of legal age, of sound mind, competent to make this affidavit and I have personal knowledge of that facts and matters presented herein.

I am a duly authorized representative of the Westminster Preservation Trust Incorporated (EIN: 52-1136897) and am empowered by that organization to attest to the following statement.

I stipulate that the conditions as set forth in the Use-of-Funds letter send to us by the Kling-League Foundation Trust have been met for the year 202__.

The Postern gate (also referred to as the Wineholt gate), being the only gate on the East side of the Westminster Burial Grounds, was continuously operational and unlocked from no later than 12:01 A.M. until no earlier than dawn on the morning of January 19th 202__.

Under penalty of fraud, I hereby declare and affirm that the above-mentioned statement is, to the best of my knowledge, true and correct.

I understand that any false statements made in this affidavit may put into jeopardy this and future donations from the Kling-League Foundation Trust to The Westminster Preservation Trust Incorporated.

Affiant's Signature: _____ Date: _____

Notary Acknowledgment:

Subscribed and sworn to before me, a Notary Public on this _____ (date)

Notary Signature: _____ Notary Seal: _____

Administrator
New Castle Public Library of the city of New Castle, Delaware
EIN: 51-0102644
424 Delaware Street
New Castle, DE 19720

Trustee
The Kling-League Foundation Trust
601 Front St. Num. 391
Lynden, Washington 98264-1720

I, _____, make the following statements.

I am of legal age, of sound mind, competent to make this affidavit and I have personal knowledge of that facts and matters presented herein.

I am a duly authorized representative of the New Castle Public Library of the city of New Castle, Delaware (EIN: 51-0102644) (Library) and am empowered by that organization to attest to the following statement.

The Library used all of the funds received from the Kling-League Foundation Trust (Trust) in 202_ in accordance with the conditions below and agrees to use all of the funds to be received from the Trust in 202_ in accordance with the conditions below.

All funds received from the Trust in any given year are used exclusively to obtain book titles on the PEN America Index of Book Bans and the most current yearly ALA complete list of all Banned and Challenged Books in America (Banned Book List) (as each list stands at the end of the of the previous calendar year) until either 90% of each annual payment is expended on obtaining Banned Book List titles, or all of the titles on the Banned Book List are available to patrons as either physical copies, digital copies, via inter-library loans, in some other format, or by some other loan process. This must include one physical volume of at least 500 individual book titles from this or previous years' Banned Book List. The library must not restrict the access to any of these books from patrons on any basis other than reasonable age restrictions for each title.

Under penalty of fraud, I hereby declare and affirm that the above-mentioned statement is, to the best of my knowledge, true and correct.

I understand that any false statements made in this affidavit may put into jeopardy this and future donations from the Kling-League Foundation Trust to the New Castle Public Library.

Affiant's Signature: _____ **Date:** _____

Notary Acknowledgment:

Subscribed and sworn to before me, a Notary Public on this _____ (date)

Notary Signature: _____ **Notary Seal:** _____