

LEGAL EXPENSE FUND TRUST
OF
Samuel Landis

This Legal Expense Fund Trust dated 11 day of December, 2023,

by and between:

GRANTOR/BENEFICIARY

Samuel Landis with a mailing address of [REDACTED]

(referred to as the "Grantor,") and

TRUSTEE

Renee Landis (Sister of the Grantor) with a mailing address of

[REDACTED] (referred to as the "Trustee,")

The Trustee agrees to hold any property transferred to this Trust, from whatever source, in trust under the following terms:

Article 1. Purpose of Trust: The sole purpose of this Trust is to pay Permissible Expenses (as defined herein) to defray legal costs that have been and will be incurred in connection with the legal representation of Beneficiary for criminal and regulatory investigations and subsequent indictment and prosecutions that arose in connection with Beneficiary's employment with the Drug Enforcement Administration (DEA). This includes reimbursing Beneficiary for permissible legal costs already paid by Beneficiary. The trust will be established, administered and terminated in conformity with the Legal

Expense Fund regulation, 5 CFR part 263, subpart J, and all other applicable gift and ethics laws and regulations governing federal branch employees.

Article 2. Name of the Trust: This Trust shall be known as the “Legal Expense Fund Trust of Samuel Landis” hereinafter known as the “Trust”.

Article 3. Beneficiary: The sole beneficiary of this trust will be Samuel Landis who is prohibited from exercising control over the Trust property and may not receive any tangible or intangible benefit from the Trust other than to pay Permissible Expenses defined herein.

Article 4. Qualifications of the Trustee: The Trustee, Renee Landis, is not a: 1) beneficiary of the trust; 2) the spouse, parent or child of the Beneficiary; 3) an employee of the federal government; 4) a foreign national; 5) an agent of a foreign government as defined in 5 USC 7342(a)(2); 6) a lobbyist as defined by 2 USC 1602(10) who is currently registered pursuant to 2 USC 1603(a); or (7) a person who has interests that may be substantially affected by the performance or nonperformance of the Beneficiary’s official duties. Any successor trustee appointed in accordance with this instrument will meet the qualifications in this paragraph.

Article 5. Successor Trustees: In the event the original Trustee wants to resign, the Trustee may do so by written notice to the Grantor/Beneficiary. The Grantor/Beneficiary may appoint a successor Trustee with the same qualifications required in Article 4. If the Grantor/Beneficiary is an executive branch employee at that time, he must seek approval of the Trustee from the DEA Alternate Deputy Designated Agency Ethics Official. The Grantor/Beneficiary has the same power to appoint a substitute Trustee in the event of the death, incapacity, or failure to act in accordance with this instrument or

the Legal Expense Fund Regulation, 5 C.F.R. part 2635, subpart J. In the event the Grantor/Beneficiary is unable to act due to incapacity or other reasonable cause, their legal representative has the right and authority to seek the appointment of a substitute Trustee in any court of competent jurisdiction for such purposes in the State of Oregon.

Article 6. Situs: It is the intent and desire of the parties to this instrument that the Trust be considered an Oregon trust, and its terms will be construed and administered in accordance with the laws of the State of Oregon.

Article 7. Responsibilities of the Trustee: The Trustee, and any successor trustee, warrants and represents to the Grantor that she will at all times while the Beneficiary is a federal executive branch employee faithfully comply with the Legal Expense Fund Regulation, 5 C.F.R. part 2635, subpart J, and all other applicable gift and ethics laws and regulations governing federal executive branch employees. The Trustee, and any successor further warrants, represents, and recognizes that she will be acting in a fiduciary capacity and will be bound by the laws of the State of Oregon regulating the conduct of such fiduciaries and bound by the terms of this instrument. It is understood that the powers, duties, and rights of the Trustee, and any successor, are controlled by said laws if the terms of this instrument are not inconsistent with those laws.

Article 8. Trustee Duty to Provide Information to Beneficiary: The Trustee must provide the Beneficiary with information that is necessary to complete:

1. The quarterly and termination reports required by the Legal Expense Fund Regulation at 5 C.F.R. § 2635.1007 and 2635.1008(d); and
2. Any financial disclosure report the Beneficiary is required to file pursuant to the Ethics in Government Act, 5 U.S.C. § 13101 *et. seq.* and the Financial Disclosure Regulation, 5 C.F.R. part 2634.

The Trustee must also provide the Beneficiary with the information necessary to comply with the recusal requirement set forth in the Legal Expense Fund Regulation at 5 C.F.R. § 2635.1002(c)(2) and 5 C.F.R § 2635.502.

Article 9. Permissible Contributions to Trust: The Trustee shall not knowingly accept any gift or donation prohibited by or in excess of the limits established by the Legal Expense Fund Regulation, 5 C.F.R. part 2635, subpart J. In particular, the Trustee must not accept contributions totaling more than \$10,000 in a calendar year from a single permissible donor. The Trustee must not accept donations from any for-profit entities. Permissible donors are limited to the following:

1. An individual who is not:
 - a. An agent of a foreign government as defined in 5 U.S.C. 7342(a)(2);
 - b. A lobbyist as defined by 2 U.S.C. 1602(10) who is currently registered pursuant to 2 U.S.C. 1603(a);
 - c. A foreign national;
 - d. Acting on behalf of, or at the direction of, another individual or entity in making a donation;
 - e. Donating anonymously;
 - f. Seeking official action by the employee beneficiary's agency;
 - g. Doing business or seeking to do business with the employee beneficiary's agency;
 - h. Conducting activities regulated by the Beneficiary's agency other than regulations or actions affecting the interests of a large and diverse group of persons;

- i. Substantially affected by the performance or nonperformance of the Beneficiary's official duties; or
 - j. An officer or director of an entity that is substantially affected by the performance or nonperformance of the Beneficiary's official duties.
- 2. A national committee of a political party as defined by 52 U.S.C. 30101(14), (16) or, for former members of a campaign of a candidate for President or Vice President, the campaign, provided that the donation is not otherwise prohibited by law and the entity is not substantially affected by the performance or nonperformance of an employee beneficiary's official duties; or
- 3. An organization, established for more than two years, that is:
 - a. described in section 501(c)(3) of the Internal Revenue Code and exempt from taxation under section 501(a) of the Internal Revenue Code, and
 - b. not substantially affected by the performance or nonperformance of an employee beneficiary's official duties.

If any prohibited contribution is inadvertently accepted, the Trustee must return the contribution 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, as soon as practicable after becoming aware that the contribution is prohibited. If the Trustee is unable to return the contribution due to the donor's death or the Trustee's inability to locate the donor, the impermissible contribution must be donated to a 501(c)(3) organization meeting the requirements in 5 C.F.R § 1008(c).

Article 10. Permissible Expenses: The Trustee may pay expenses only from the following three categories:

1. Legal expenses related to the legal matters described in Article 1;
2. Expenses incurred in soliciting contributions or administering the fund; and
3. Tax liabilities that result from the creation, operation, or administration of the trust.

Trustee may place any portion or all of the trust funds in any custodial or agency account or other similar account administered by a banking institution that is federally insured, and to rely upon their investment decisions, such not constituting an unauthorized delegation of the Trustee's duties.

Article 11. Trustee Notification of Donors and Payees: The Trustee must notify donors and payees that if they donate or are paid \$250 or more the following will be disclosed on the website of the U.S. Office of Government Ethics:

1. Donors:
 - a. Name
 - b. City and State of Residence or Location
 - c. For Individuals – Employer
 - d. Date(s) of contribution
 - e. Amount
2. Payees:
 - a. Name
 - b. Date(s)
 - c. Amount
 - d. Purpose of the Payment.

Article 12. Filing of Trust Document: After the trust document's approval by the DEA

Alternate Deputy Designated Agency Ethics Official, the Trustee or Beneficiary shall provide a copy of the signed trust document to the DEA Office of Chief Counsel Finance & Ethics Section.

Article 13. Trust Termination: The Grantor/Beneficiary may terminate the trust at any time. The Trust must be terminated within 90 days of the resolution of all legal matters for which the Trust was created or within 90 days of the last expenditure for that legal matter, whichever is later. To terminate the Trust, the Grantor/Beneficiary must deliver termination notice in writing, signed by the Grantor, to the Trustee. If there are excess funds at the time of termination, the Trustee either must choose to donate the remaining funds to a 501(c)(3) organization not established by the Trustee or Grantor/Beneficiary, or return the remaining funds to the donors in proportion to their donation.

Article 14. Liability of Trustee: Trustee shall not, with respect to the funds held in trust, be liable for any action taken, or failure to act, unless such action, or failure to act, was done willfully and in bad faith or fraudulently.

Article 15. Spendthrift Provisions: The interest of the Beneficiary in any share or part of the Trust, shall not be alienable, assignable, attachable, transferable nor paid by way of anticipation, nor in compliance with any order, assignment or covenant and shall not be applied to, or held liable for, any of his or her debts or obligations either in law or equity except as provided for herein, and shall not in any event pass to his or her assignee or trustee under any instrument nor under any insolvency or bankruptcy law, and shall not be subject to the interference or control of creditors, spouses or others. Nothing contained in this Article shall be construed as restricting in any way the exercise of any power of appointment granted herein.

Article 16. Survival: Should the Grantor/Beneficiary become deceased before all legal costs as described in Article 1 are paid, the Trustee shall pay off the remaining debts to the extent that Trust funds remain.

Article 17. Severability: If any wording, sentence, or article of the Trust is determined to be invalid, unenforceable, or irrelevant for any reason whatsoever the remaining portions of the Trust remain legally valid and enforceable. If a court determines that limiting any such wording in the Trust would enable it to become valid and enforceable then such wording shall be deemed written, construed, and enforced as so limited.

Article 18. Gender References: Whenever the context permits, the use of a particular gender shall include any other gender, and references to the singular or the plural shall be interchangeable.

Grantor's Signature Samuel Landis

Print Name Samuel Landis Date 12/11/2023

I hereby accept the Trust hereinabove created upon the terms set forth herein and agrees to act as Trustee thereunder.

Trustee's Signature Renee Landis

Print Name Renee Landis Date 12/20/2023

SELF-PROVING AFFIDAVITS

State of Oregon)

County of Marion)

I, the Grantor and the Witnesses and/or Notary Public, whose names are signed to the foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the Grantor signed and executed the instrument as his Legal Expense Fund Trust and that he signed willingly, and that he executed it as his free and voluntary act for the purposes therein expressed, and that each of the individuals was at the time eighteen (18) or more years of age, of sound mind and under no constraint or undue influence.

Grantor Signature Samuel Landis Date 12/11/2023

Witness Signature E. Ellm Date 12/11/2023

Witness Signature Shel Date 12/11/2023

NOTARY ACKNOWLEDGMENT OF GRANTOR SIGNATURE

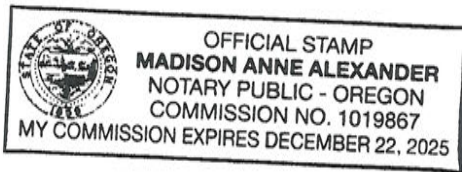
On this 11 of December, 2023, personally appeared the above-named Samuel Landis and acknowledged the foregoing to be his free act and deed, before me.

My Commission Expires: 12-22-2025

MA

Notary Public

(Seal)



Print Madison Alexander

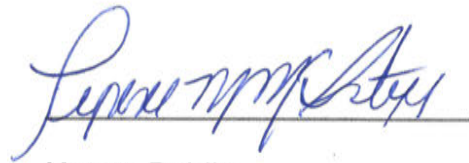
NOTARY ACKNOWLEDGMENT OF TRUSTEE SIGNATURE

I Renee Landis the Trustee whose name is signed to the foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that I signed and executed the instrument as Trustee of the Grantor's Legal Expense Fund Trust and that I signed willingly, as my free and voluntary act for the purposes therein expressed, and that I am at the time eighteen (18) or more years of age, of sound mind and under no constraint or undue influence.

Trustee Signature  Date 12/20/2023

On this 20 of December, 2023, personally appeared the above-named Renee Landis and acknowledged the foregoing to be her free act and deed, before me.

My Commission Expires: 06-25-2026



Notary Public

Print LYNNE M. MCINTYRE

(Seal)

