

## DECLARATION OF CHARITABLE TRUST

This Declaration of Trust is made as of this            day of            2015, by and among  
(collectively referred to as "Settlor") and MARGO DRAKOS, DAVID LUDWIG AND ELIZABETH WARSHAWER ("Trustees"). Trustees declare and agree that they have received this day the sum of One Dollar (\$1) and that they will hold and manage the same, and any addition funds received by them, in trust, for the following purposes and under the following terms and conditions:

1.     Name. The name of the organization established by this Trust is "ArtistYear."
2.     Trust Fund. The Trustees 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" or for other than "charitable purposes" within the meaning of such terms as defined in Article Third of this Declaration of Trust, or as shall in the opinion of the trustees, jeopardize the federal income tax exemption of this trust pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as now in force or afterwards amended.

3.     Purposes.

A.     In general, the Trust is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501

(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

B. In particular, all the net income and, at Trustees' discretion, principal, shall be used as the Trustees shall determine to bring arts access and education to under-served communities in America through an Artist-Citizen Service Year.

C. This Trust shall continue forever unless the Trustees, in exercise of good faith and of reasonable prudence, discretion, and intelligence, terminate it and distribute all of the principal and income. In the event the Trust is terminated, the assets of the Trust shall be distributed for one or more exempt purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

4. Limitations and Restrictions. Notwithstanding any other provision contained in this Declaration of Trust, this trust shall be subject to each and all of the following limitations and restrictions:

A. Income or principal derived from contributions by corporations shall be distributed by the Trustees for use solely within the United States or its possessions.

B. 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.

C. No substantial part of the activities of this trust shall be the carrying on of propaganda, or otherwise attempting, to influence legislation except as provided in Section 501(h) of the Internal Revenue Code.

D. 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 any candidate for public office, including by publishing or distributing statements.

E. Notwithstanding any other provision contained in this Declaration of Trust, the Trustees shall distribute the income of this trust for each taxable 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 of 1986, or corresponding provisions of any subsequent federal tax laws.

F. Notwithstanding any other provision contained in this Declaration of Trust, the Trustees shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; nor retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws; nor make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; nor make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

G. This trust is not organized, nor shall it be operated, for the primary purpose of carrying on any unrelated trade or business.

5. Powers and Duties of Trustees. Except as otherwise provided herein or by law, the Trustees shall have all the powers and authority necessary or convenient to carry out the purposes of this trust. Nothing in this Declaration of Trust shall be construed to restrict the Trustees from investing the trust assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets. If there is a corporate trustee, the Trustees shall not retain or invest in shares of such corporation or that of any related corporation.

6. Voting.

A. The Trustees shall act by a vote of the majority of their number at any given time, and every act or decision done or made by a majority of the Trustees shall be deemed to be the act of all of the Trustees.

B. Each Trustee is entitled to one vote on each matter voted on, and voting may be done in person at any meeting or in such manner as the Trustees may designate from time to time by resolution.

7. Provisions Regarding Trustees.

A. The Trustees shall serve for a term of two years, and shall be eligible for reelection without limitation on the number of terms they may serve.

B. A Trustee may resign at any time, without stating cause.

C. The office of a Trustee is vacated on discharge or removal, death, or the appointment of a conservator or guardian of his or her estate.

D. A Trustee shall be discharged from this trust by written resignation delivered to and accepted by the remaining Trustees without leave of court, on completion of his or her duties under this trust, on termination of this trust for whatever reason, by the judgment of a competent tribunal in a direct proceeding for that purpose.

A Trustee who has violated, or is unfit to execute, the Trust, may be removed on petition by any person interested in this trust.

E. At no time shall there be less than two Trustees or more than eleven Trustees. Vacancies shall be filled by the remaining Trustee or Trustees by a written instrument signed and acknowledged by them.

F. The Trustees shall not be entitled to receive compensation for their services.

8. Nonliability of Trustees. The Trustees shall not be personally liable for the debts, liabilities, or obligations of this trust, nor shall they be liable to this trust for any loss arising out of property held by them in this trust or out of investments made by them in the exercise of their judgment and discretion and in accordance with the provisions of this Declaration of Trust.

9. Bond. The Trustees shall not be required to furnish any bond or surety for the faithful performance of their duties.

10. Officers. The Trustees shall appoint such officers, agents and employees as the Trustees may from time to time deem necessary or convenient to administer and carry out the terms of this Trust instrument.

11. Third Party Reliance. Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the Trustees, and of any of the notations on it and writings attached to it, as fully as he or she 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 the Trustees under this Declaration of Trust. No one dealing with the Trustees need inquire concerning the validity of anything the Trustees

purport to do. No one dealing with the Trustees need see to the application of anything paid or transferred to or upon the order of the Trustees of the trust.

12. Irrevocability. This Declaration of Trust is irrevocable , provided, however, that it may be terminated as provided herein.

13. Amendment. This Declaration of Trust may be amended or modified from time to time by the Trustees whenever necessary or advisable for the more convenient or efficient administration of this trust or to enable the Trustees to carry out the purpose of this trust more effectively, but no such amendment or modification shall alter the purposes for which this trust has been established. Any amendment or modification shall be in writing, shall be signed by a majority of the Trustees, and shall be delivered to each of the Trustees then in office.

14. Incorporation. The Trustees may incorporate whenever a majority of them deem it to be in the best interest of the organization to do so.

15. Governing Law. This Declaration of Trust is to be governed in all respects by the laws of the Commonwealth of Pennsylvania.