

Form 1023 Checklist

(Revised December 2017)

Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

Note: Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.

- Assemble the application and materials in this order.
 - Form 1023 Checklist
 - Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
 - Form 8821, *Tax Information Authorization* (if filing)
 - Expedite request (if requesting)
 - Application (Form 1023 and Schedules A through H, as required)
 - Articles of organization
 - Amendments to articles of organization in chronological order
 - Bylaws or other rules of operation and amendments
 - Documentation of nondiscriminatory policy for schools, as required by Schedule B
 - Form 5768, *Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation* (if filing)
 - All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.

- User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.

- Employer Identification Number (EIN)

- Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
 - You must provide specific details about your past, present, and planned activities.
 - Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
 - Describe your purposes and proposed activities in specific easily understood terms.
 - Financial information should correspond with proposed activities.

- Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.

Schedule A	Yes ___	No <input checked="" type="checkbox"/>	Schedule E	Yes ___	No <input checked="" type="checkbox"/>
Schedule B	Yes ___	No <input checked="" type="checkbox"/>	Schedule F	Yes ___	No <input checked="" type="checkbox"/>
Schedule C	Yes ___	No <input checked="" type="checkbox"/>	Schedule G	Yes ___	No <input checked="" type="checkbox"/>
Schedule D	Yes ___	No <input checked="" type="checkbox"/>	Schedule H	Yes ___	No <input checked="" type="checkbox"/>

- An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
 - Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) P. 1, Par. 7 - P. 2, Par. 1
 - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law Page 2, Paragraph 1

- Signature of an officer, director, trustee, or other official who is authorized to sign the application.
 - Signature at Part XI of Form 1023.

- Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service
Attention: EO Determination Letters
Stop 31
P.O. Box 12192
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service
Attention: EO Determination Letters
Stop 31
201 West Rivercenter Boulevard
Covington, KY 41011

Power of Attorney and Declaration of Representative

OMB No. 1545-0150
For IRS Use Only
 Received by: _____
 Name _____
 Telephone _____
 Function _____
 Date / /

▶ Information about Form 2848 and its instructions is at www.irs.gov/form2848.

Part I Power of Attorney
Caution: A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address American Conservation Coalition Campus, Inc. PO Box 391 Appleton, WI 54912	Taxpayer identification number(s) 823815628
	Daytime telephone number 920-809-8990
	Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:
2 Representative(s) must sign and date this form on page 2, Part II.

Name and address Charlie Spies 1001 Pennsylvania Avenue, NW Suite 1300 South Washington, DC 20004	CAF No. <u>NONE</u> PTIN <u>P02051543</u> Telephone No. <u>202-572-8663</u> Fax No. <u>202-572-8683</u>
Check if to be sent copies of notices and communications <input checked="" type="checkbox"/>	Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____
Check if to be sent copies of notices and communications <input type="checkbox"/>	Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____
(Note: IRS sends notices and communications to only two representatives.)	Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____
(Note: IRS sends notices and communications to only two representatives.)	Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

to represent the taxpayer before the Internal Revenue Service and perform the following acts:
3 Acts authorized (you are required to complete this line 3). With the exception of the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 5000A Shared Responsibility Payment, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions)
All matters relating to tax exemption, 1023, income, employment, excise or civil penalty	990, 1023	2017-2019

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for **Line 4. Specific Use Not Recorded on CAF**

5a Additional acts authorized. In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information):
 Authorize disclosure to third parties; Substitute or add representative(s); Sign a return; _____

Other acts authorized: **Receive copy of Determination Letter.**
Receive and respond to any correspondence from IRS regarding Form 1023 and information submitted on and with Form 1023.

b Specific acts not authorized. My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.
 List any other specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): _____

6 Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here
YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

7 Signature of taxpayer. If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the legal authority to execute this form on behalf of the taxpayer.
▶ IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.

Benjamin Backer

2/19/2018

President

Signature

Date

Title (if applicable)

Benjamin Backer

American Conservation Coalition Campus, Inc.

Print Name

Print name of taxpayer from line 1 if other than individual

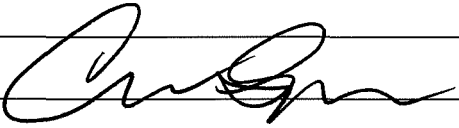
Part II Declaration of Representative

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service;
- I am subject to regulations contained in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
 - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant—licensed to practice as a certified public accountant is active in the jurisdiction shown below.
 - c Enrolled Agent—enrolled as an agent by the Internal Revenue Service per the requirements of Circular 230.
 - d Officer—a bona fide officer of the taxpayer organization.
 - e Full-Time Employee—a full-time employee of the taxpayer.
 - f Family Member—a member of the taxpayer’s immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
 - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
 - h Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). **See Special Rules and Requirements for Unenrolled Return Preparers in the instructions for additional information.**
 - k Student Attorney or CPA—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student working in an LITC or STCP. See instructions for Part II for additional information and requirements.
 - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column.

Designation— Insert above letter (a-r).	Licensing jurisdiction (State) or other licensing authority (if applicable).	Bar, license, certification, registration, or enrollment number (if applicable).	Signature	Date
a	District of Columbia	989020		2/16/18

Tax Information Authorization

► Information about Form 8821 and its instructions is at www.irs.gov/form8821.
 ► Do not sign this form unless all applicable lines have been completed.
 ► Do not use Form 8821 to request copies of your tax returns or to authorize someone to represent you.

OMB No. 1545-1165
 For IRS Use Only
 Received by:
 Name _____
 Telephone _____
 Function _____
 Date _____

1 Taxpayer information. Taxpayer must sign and date this form on line 7.

Taxpayer name and address American Conservation Coalition Campus, Inc. PO Box 391 Appleton, WI 54912		Taxpayer identification number(s) 82-3815628	
		Daytime telephone number 920-809-8990	Plan number (if applicable)

2 Appointee. If you wish to name more than one appointee, attach a list to this form. **Check here if a list of additional appointees is attached** ►

Name and address Charlie Spies 1001 Pennsylvania Avenue, NW Suite 1300 South Washington, DC 20004	CAF No. _____ NONE PTIN _____ P02051543 Telephone No. _____ 202-572-8663 Fax No. _____ 202-572-8683 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
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3 Tax Information. Appointee is authorized to inspect and/or receive confidential tax information for the type of tax, forms, periods, and specific matters you list below. See the line 3 instructions.

(a) Type of Tax Information (Income, Employment, Payroll, Excise, Estate, Gift, Civil Penalty, Sec. 4980H Payments, etc.)	(b) Tax Form Number (1040, 941, 720, etc.)	(c) Year(s) or Period(s)	(d) Specific Tax Matters
All matters relating to tax exemption, 1023 app., employment, excise or civil penalty	990, 1023	2017-2019	n/a

4 Specific use not recorded on Centralized Authorization File (CAF). If the tax information authorization is for a specific use not recorded on CAF, check this box. See the instructions. If you check this box, skip lines 5 and 6 ►

5 Disclosure of tax information (you must check a box on line 5a or 5b unless the box on line 4 is checked):
 a If you want copies of tax information, notices, and other written communications sent to the appointee on an ongoing basis, check this box ►
Note. Appointees will no longer receive forms, publications, and other related materials with the notices.
 b If you do not want any copies of notices or communications sent to your appointee, check this box ►

6 Retention/revocation of prior tax information authorizations. If the line 4 box is checked, skip this line. If the line 4 box is not checked, the IRS will automatically revoke all prior Tax Information Authorizations on file unless you check the line 6 box and attach a copy of the Tax Information Authorization(s) that you want to retain. ►

To revoke a prior tax information authorization(s) without submitting a new authorization, see the line 6 instructions.

7 Signature of taxpayer. If signed by a corporate officer, partner, guardian, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute this form with respect to the tax matters and tax periods shown on line 3 above.

► IF NOT COMPLETE, SIGNED, AND DATED, THIS TAX INFORMATION AUTHORIZATION WILL BE RETURNED.
 ► DO NOT SIGN THIS FORM IF IT IS BLANK OR INCOMPLETE.

Benjamin Backer | 2/19/2018
 Signature | Date
Benjamin Backer | President
 Print Name | Title (if applicable)

**Application for Recognition of Exemption
 Under Section 501(c)(3) of the Internal Revenue Code**

▶ **Do not enter social security numbers on this form as it may be made public.**
 ▶ **Go to www.irs.gov/Form1023 for instructions and the latest information.**

OMB No. 1545-0056
Note: If exempt status is approved, this application will be open for public inspection.

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at www.irs.gov for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I – XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document)		2 c/o Name (if applicable)	
American Conservation Coalition Campus, Inc.			
3 Mailing address (Number and street) (see instructions)		Room/Suite	4 Employer Identification Number (EIN)
PO Box 391			82-3815628
City or town, state or country, and ZIP + 4		5 Month the annual accounting period ends (01 – 12)	
Appleton, Wisconsin 54912-0319			
6 Primary contact (officer, director, trustee, or authorized representative)		b Phone: (920) 809-8990	
a Name:		c Fax: (optional)	
7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9a Organization's website: www.ACCC.eco			
b Organization's email: (optional)			
10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		12 / 27 / 2017	
12 Were you formed under the laws of a foreign country ? If "Yes," state the country.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. See instructions. **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1** Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. **Yes** **No**
- 2** Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. **Yes** **No**
- 3** Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. **Yes** **No**
- 4a** Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. **Yes** **No**
- b** Have you been funded? If "No," explain how you are formed without anything of value placed in trust. **Yes** **No**
- 5** Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. **Yes** **No**

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1** Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language.
- Location of Purpose Clause (Page, Article, and Paragraph): Page 1, Paragraph 7 - Page 2, Paragraph 1
- 2a** Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.
- b** If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Page 2, Paragraph 1
- c** See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state:

Part IV Narrative Description of Your Activities

Using an attachment, describe your *past*, *present*, and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 1a** List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Benjamin Backer	President; Director	<u>520 E. Songbird Ln.</u> <u>Appleton, Wisconsin 54913</u>	None
Chandler Crane	Director	<u>4605 N. Suncastle Ct.</u> <u>Appleton, WI 54913</u>	None
Sarah Hunt	Director	<u>28 K Street SE, Apt 714</u> <u>Washington, DC 20003</u>	None
Sarah R. Backer	Treasurer	<u>520 E. Songbird Ln.</u> <u>Appleton, WI 54913</u>	None

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

b List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)

c List the names, names of businesses, and mailing addresses of your five highest compensated **independent contractors** that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a** Are any of your officers, directors, or trustees **related** to each other through **family** or **business relationships**? If "Yes," identify the individuals and explain the relationship. **Yes** **No**
- b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. **Yes** **No**
- c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. **Yes** **No**

- 3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.
- b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. **Yes** **No**

- 4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.
 - a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? **Yes** **No**
 - b** Do you or will you approve compensation arrangements in advance of paying compensation? **Yes** **No**
 - c** Do you or will you document in writing the date and terms of approved compensation arrangements? **Yes** **No**

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

d	Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e	Do you or will you approve compensation arrangements based on information about compensation paid by similarly situated taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
f	Do you or will you record in writing both the information on which you relied to base your decision and its source?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g	If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is reasonable for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.	
5a	Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b	What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?	
c	What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves? Note: A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.	
6a	Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through non-fixed payments , such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b	Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7a	Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at arm's length , and explain how you determine or will determine that you pay no more than fair market value . Attach copies of any written contracts or other agreements relating to such purchases.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b	Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8a	Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b	Describe any written or oral arrangements that you made or intend to make.	
c	Identify with whom you have or will have such arrangements.	
d	Explain how the terms are or will be negotiated at arm's length.	
e	Explain how you determine you pay no more than fair market value or you are paid at least fair market value.	
f	Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.	
9a	Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past*, *present*, and *planned* activities. See instructions.

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. Yes No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. Yes No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. Yes No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. Yes No

Part VII Your History

The following "Yes" or "No" questions relate to your history. See instructions.

- 1 Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to nonprofit status. If "Yes," complete Schedule G. Yes No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. Yes No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past*, *present*, and *planned* activities. See instructions.

- 1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. Yes No
- 2a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. Yes No
- b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. Yes No
- 3a Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. Yes No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. Yes No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities (Continued)

- 4a** Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. See instructions. **Yes** **No**
- mail solicitations
 - email solicitations
 - personal solicitations
 - vehicle, boat, plane, or similar donations
 - foundation grant solicitations
 - phone solicitations
 - accept donations on your website
 - receive donations from another organization's website
 - government grant solicitations
 - Other

Attach a description of each fundraising program.

- b** Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. **Yes** **No**
- c** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. **Yes** **No**
- d** List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.
- e** Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. **Yes** **No**

5 Are you **affiliated** with a governmental unit? If "Yes," explain. **Yes** **No**

6a Do you or will you engage in **economic development**? If "Yes," describe your program. **Yes** **No**

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

7a Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. **Yes** **No**

b Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. **Yes** **No**

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. **Yes** **No**

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. **Yes** **No**

b Do you provide childcare so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**

c Of the children for whom you provide childcare, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. **Yes** **No**

Part VIII Your Specific Activities (Continued)

11 Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. Yes No

12a Do you or will you operate in a **foreign country or countries?** If "Yes," answer lines 12b through 12d. If "No," go to line 13a. Yes No

b Name the foreign countries and regions within the countries in which you operate.

c Describe your operations in each country and region in which you operate.

d Describe how your operations in each country and region further your exempt purposes.

13a Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. Yes No

b Describe how your grants, loans, or other distributions to organizations further your exempt purposes.

c Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. Yes No

d Identify each recipient organization and any **relationship** between you and the recipient organization.

e Describe the records you keep with respect to the grants, loans, or other distributions you make.

f Describe your selection process, including whether you do any of the following.

(i) Do you require an application form? If "Yes," attach a copy of the form. Yes No

(ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. Yes No

g Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.

14a Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. Yes No

b Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.

c Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. Yes No

d Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. Yes No

e Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. Yes No

f Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. Yes No

Part VIII Your Specific Activities (Continued)

- | | | | |
|-----------|---|--|---|
| 15 | Do you have a close connection with any organizations? If "Yes," explain. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 16 | Are you applying for exemption as a cooperative hospital service organization under section 501(e)? If "Yes," explain. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 17 | Are you applying for exemption as a cooperative service organization of operating educational organizations under section 501(f)? If "Yes," explain. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 18 | Are you applying for exemption as a charitable risk pool under section 501(n)? If "Yes," explain. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 19 | Do you or will you operate a school ? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 20 | Is your main function to provide hospital or medical care ? If "Yes," complete Schedule C. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 21 | Do you or will you provide low-income housing or housing for the elderly or handicapped ? If "Yes," complete Schedule F. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 22 | Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H.
Note: Private foundations may use Schedule H to request advance approval of individual grant procedures. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years.

1. If in existence less than 5 years, complete the statement for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of:
 - a. Three years of financial information if you have not completed one tax year, or
 - b. Four years of financial information if you have completed one tax year. See instructions.
2. If in existence 5 or more years, complete the schedule for the most recent 5 tax years. You will need to provide a separate statement that includes information about the most recent 5 tax years because the data table in Part IX has not been updated to provide for a 5th year. See instructions.

A. Statement of Revenues and Expenses

	Type of revenue or expense	3 prior tax years or 2 succeeding tax years				(e) Provide Total for (a) through (d)
		(a) From 12/27/17 To 12/31/17	(b) From 1/1/18 To 12/31/18	(c) From 1/1/19 To 12/31/19	(d) From _____ To _____	
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	0	300,000	500,000		800,000
	2 Membership fees received	0	0	0		0
	3 Gross investment income	0	0	0		0
	4 Net unrelated business income	0	0	0		0
	5 Taxes levied for your benefit	0	0	0		0
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	0	0	0		0
	7 Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)	0	0	0		0
	8 Total of lines 1 through 7	0	300,000	500,000		800,000
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	0	10,000	20,000		30,000
	10 Total of lines 8 and 9	0	310,000	520,000		830,000
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)	0	0	0		0
	12 Unusual grants	0	0	0		0
	13 Total Revenue Add lines 10 through 12	0	310,000	520,000		830,000
Expenses	14 Fundraising expenses	0	10,000	20,000		
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	0	0	0		
	16 Disbursements to or for the benefit of members (attach an itemized list)	0	0	0		
	17 Compensation of officers, directors, and trustees	0	0	0		
	18 Other salaries and wages	0	25,000	50,000		
	19 Interest expense	0	0	0		
	20 Occupancy (rent, utilities, etc.)	0	0	0		
	21 Depreciation and depletion	0	0	0		
	22 Professional fees	1,000	10,000	20,000		
	23 Any expense not otherwise classified, such as program services (attach itemized list)	0	0	0		
	24 Total Expenses Add lines 14 through 23	1,000	45,000	90,000		

Part IX Financial Data (Continued)

B. Balance Sheet (for your most recently completed tax year)

		Year End:
		(Whole dollars)
Assets		
1	Cash	1 0
2	Accounts receivable, net	2 0
3	Inventories	3 0
4	Bonds and notes receivable (attach an itemized list)	4 0
5	Corporate stocks (attach an itemized list)	5 0
6	Loans receivable (attach an itemized list)	6 0
7	Other investments (attach an itemized list)	7 0
8	Depreciable and depletable assets (attach an itemized list)	8 0
9	Land	9 0
10	Other assets (attach an itemized list)	10 0
11	Total Assets (add lines 1 through 10)	11 0
Liabilities		
12	Accounts payable	12 1,000
13	Contributions, gifts, grants, etc. payable	13 0
14	Mortgages and notes payable (attach an itemized list)	14 0
15	Other liabilities (attach an itemized list)	15 0
16	Total Liabilities (add lines 12 through 15)	16 1,000
Fund Balances or Net Assets		
17	Total fund balances or net assets	17 0
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18 1,000
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. See instructions.

- 1 a** Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions. Yes No
- b** As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.
- 2** Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. Yes No
- 3** Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. Yes No
- 4** Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? Yes No
- 5** If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.
 The organization is not a private foundation because it is:
 - a** 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.
 - b** 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B.
 - c** 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.
 - d** 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, h, or i or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D.

Exhibit A



Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation

Name of Corporation: American Conservation Coalition Campus, Inc.

Principal Office

Mailing Address: PO Box 391
City: Appleton
State: WI
Zip Code: 54912

Registered Agent

Registered Agent Individual:
Name of Entity: INCORP SERVICES, INC.
Street Address: 901 S. Whitney Way
City: Madison
State: WI
Zip Code: 53711

Select Statement

Select one statement: The corporation will NOT have members
Is this corporation authorized to make distributions under the statute?: No
This document was drafted by: Sloane M. Skinner

Incorporator

Name: Sloane M. Skinner
Street Address: 1001 Pennsylvania Avenue NW, Suite 1300 South
City: Washington
State: DC
Zip Code: 20004

Incorporator Signature

I understand that checking this box constitutes a legal signature: Yes
Incorporator Signature: Sloane M. Skinner

Optional Articles

The purpose(s) for which the corporation is incorporated: The Corporation is organized exclusively for charitable, educational, religious, and scientific purposes as described in Section

501(c)(3) of the Internal Revenue Code (the "Code"), or corresponding section of any future federal tax code. The Corporation will at all times be conducted as an Organization described in Section 501(c)(3) of the Code. The Corporation will not carry on any activities which are not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Code, (b) a corporation eligible to receive tax deductible contributions under Section 170(c) and Section 2055, Section 2522, or Section 2106 of the Code, or (c) a nonprofit corporation organized under the laws of the State of Wisconsin. No part of the assets or net earnings of the Corporation shall inure to the benefit of, or be distributable to its Directors, Officers, or other private persons; provided, however, that the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its charitable purposes. No substantial part of the activities of the Corporation will be the carrying on of propaganda or otherwise attempting to influence legislation. The Corporation will not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office and will not publish or distribute statements relating to political campaigns. Upon dissolution of the Corporation, assets 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.

Delayed Effective date:

Directors

Optional Contact Information

Name:

Address:

City:

State:

Zip Code:

Phone Number:

Email Address: sskinner@clarkhill.com

Endorsement

FILED

Received Date:

12/27/2017

Exhibit B

Bylaws of American Conservation Coalition Campus, Inc.

ARTICLE I Organization

Section 1.01 Corporate Status

American Conservation Coalition Campus, Inc. (the "Corporation") shall be a registered nonprofit corporation in Wisconsin with tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Section 1.02 Members

The Corporation shall have no members.

ARTICLE II Board of Directors

Section 2.01 Power of the Board

The business and affairs of the Corporation shall be managed by the Board, and final authority for all corporate matters shall reside in the Board.

Section 2.02 Composition of the Board

The Board shall determine the number of directors, which shall consist of no less than three but no greater than fifteen directors. The number of directors may be increased or decreased from time to time by the Board. All directors, other than the initial directors, shall be elected by a majority vote of the Board and shall serve for a one year term, or until their death, resignation, removal, or disqualification, whichever is earlier; provided, however, that despite the expiration of a Director's term, he or she shall continue to serve until a successor is elected and qualified. All members of the Board may be reelected for successive terms.

Section 2.03 Meetings

The Board shall meet at least once a year for the purpose of approving the Corporation budget and electing directors and officers. The President shall determine the frequency, location, and time for meetings of the Board.

Section 2.04 Vacancies

If a vacancy occurs on the Board, the vacancy may be filled by the Board as provided in 2.02 above, and the Director elected to fill such vacancy shall serve out the expired term. If the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all Directors remaining in office.

Section 2.05 Removal of Directors

Except as otherwise required by law, a director may be removed with or without cause at any time by action of the Board, provided that such action is taken at a meeting of the Board called expressly for that purpose.

Section 2.06 Quorum of Directors and Action by the Board

Unless a greater proportion is required by law, a majority of the number of directors shall constitute a quorum for the transaction of business. Except as otherwise provided in these Bylaws or by law, if a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present shall be the action of the Board.

Section 2.07 Attendance

A director may attend a meeting of the Board or a committee of the Board in-person or may appear via telephone, video conference or other similar method of two-way communication by which all persons participating in the meeting are able to hear one another. A director participating in a meeting by such means shall be deemed to be present in person at the meeting.

Section 2.08 Action by Directors without a Meeting

Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken by the Board may be taken without a meeting if all directors consent in writing to the adoption of a resolution authorizing the action. Action under this provision is effective when the last director consents to the action. An e-mail expressing approval shall constitute approval in writing for the purposes of this section.

Section 2.09 Compensation of Directors

Corporation shall not pay any compensation to directors for services rendered in their capacities as directors, except that directors may be reimbursed for expenses incurred in the performance of their duties.

Section 2.10 Chairperson of the Board

The President shall serve as Chairperson of the Board.

**ARTICLE III
Committees****Section 3.01 Authority and Rules**

- (a) The Board may, by majority vote, designate from among the Directors any number of committees. Except as prohibited by applicable law, each such committee shall have the authority delegated to it by the Board. The provisions of these Bylaws which govern meetings, actions without meetings, notice and waiver of notice, and quorum and voting requirements of the Board apply to committees and their members as well.
 - (b) Any such committee shall serve at the pleasure of the Board.
-

ARTICLE IV Officers

Section 4.01 Board Officers

The Board shall elect from its membership a President, a Secretary, and a Treasurer (collectively “**the Board Officers**”). Any number of offices may be held by the same person.

Section 4.02 Terms of Office

Each officer shall hold office for the term not exceeding one year for which he or she is elected or appointed and until his or her successor has been elected or appointed and qualified (unless the officer is removed, dies or resigns). Unless otherwise provided by resolution, officers elected to fill vacancies shall serve the duration of the term of the prior officer they are replacing.

Section 4.03 Removal

The Board, by a majority of all serving directors, may remove any officer whenever in its judgment said removal is in the best interest of Corporation.

Section 4.04 Powers and Duties of Officers

- a) The President shall supervise the affairs of Corporation in accordance with policies and directives approved by the Board.
- b) The Secretary shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the Board.
- c) The Treasurer shall oversee the funds and securities; provide complete and accurate accounts of receipts and disbursements; and oversee the raising and receipt of funds.

ARTICLE V Miscellaneous

Section 5.01 Fiscal Year

The fiscal year shall be the calendar year ending on December 31.

Section 5.02 Books and Records to Be Kept

Corporation shall keep at its principal registered office:

- a) Correct and complete books and records of account,
 - b) Minutes of the proceedings of the Board and any committees thereof,
 - c) Copies of its application for recognition of tax-exempt status,
 - d) Copies of letters granting exemption from taxation, and
 - e) Copies of all Forms 990 that it has filed with the Internal Revenue Service.
-

Section 5.03 Amendment of Articles and Bylaws

The Articles of Incorporation may be adopted, amended or repealed in whole or in part by a majority vote of the directors in office. The Bylaws of the Corporation may be adopted, amended or repealed in whole or in part by the Board.

Section 5.04 Indemnification of Board Members

The Corporation will, to the maximum extent legally permissible, indemnify each Director and Officer and former Director and Officer of the Corporation, and each individual who served at its request as a director, officer or trustee of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with or arising out of any threatened, pending or completed claim, action, suit, proceeding, issue or matter of whatever nature, whether civil, criminal, legislative, administrative or investigative, in which he or she may be involved as a party or otherwise by reason of his or her being or having been such director, officer or trustee, if the person acted (or refrained from acting) in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

Section 5.05 Loans

The corporation shall make no loans to its directors, officers, or employees.

Section 5.06 Contributions and Disbursements.

No contribution shall be accepted or any disbursement made that violates any provision of state or Federal law. Corporation shall at all times strictly adhere to its charitable and educational purpose and shall engage in only those activities allowable under section 501(c)(3) of the Internal Revenue Code.

Section 5.07 Purpose

The Corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") and corresponding provisions of any subsequent United States internal revenue laws and shall carry on only those lawful activities permitted to be carried on by an organization that is exempt from United States federal income taxes under Section 501(a) of the Code and described in Section 501(c)(3) of the Code.

Section 5.08 Law

Any procedures not otherwise specified in these Bylaws shall be governed by the Wisconsin Nonstock Corporation Law.

Section 5.09 Rules of Procedure

The Rules of Procedure at all meetings of the Board of Directors shall be the most current edition of *Robert's Rules of Order*.

Exhibit C

Conflict of Interest Policy

Article I

Purpose

The purpose of this policy is to protect the interests of Texans for Fair Representation, Inc. (the "**Organization**") when an officer, director or key employee is exercising authority of a transaction or arrangement that may result in a private or excess benefit to that individual. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II

Definitions

1. Interested Person

Any officer, director, trustee, or key employee who has a direct or indirect financial interest in a transaction over which they are exercising decision-making authority is an interested person. Key employees are those who meet the IRS definition of key employee for a 501(c)(3) organization and any other employees in a management role as defined by the CEO.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest
- b. A compensation arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III

Procedures for Potential Board Conflicts

1. Duty to Notify

Prior to any decision by the board of directors, or a committee thereof, The Organization shall specifically provide notice to the Board of all vendors, contractors, or other known entities that may directly benefit from a board or committee action.

2. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

3. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

4. Procedures for Addressing the Conflict of Interest

a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement.

b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the governing board or committee shall determine whether The Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in The Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

5. Violations of the Conflicts of Interest Policy

a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV

Procedures for Key Employee Conflicts

1. Duty to Disclose

In connection with any actual or possible conflict of interest, key employees have an ongoing obligation to disclose the existence of the financial interest and all material facts to Chief Executive Officer. If the key employee is the Chief Executive Officer, then he/she must disclose any conflict to the members of the Executive Committee of the Board of Directors.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, the CEO or Executive Committee shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

a. The CEO or Chairperson of the Executive Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

b. After exercising due diligence, the CEO or Chairperson of the Executive Committee shall determine whether The Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

c. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the CEO or the Executive Committee shall, by a majority vote of the disinterested members, determine whether the transaction or arrangement is in The Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

d. The CEO shall promptly notify the members of the Board of Directors regarding any decisions related to key employees under this subparagraph.

4. Violations of the Conflicts of Interest Policy

a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article V

Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, the governing board or committee's decision as to whether a conflict of interest in fact existed, and a record of any votes taken in connection with the proceedings.

Article VI

Compensation

A member of the board who receives compensation, directly or indirectly, from The Organization for services is precluded from voting on matters pertaining to that member's compensation.

Article VII
Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person has received, read, understands and will comply with this policy.

Article VIII
Periodic Reviews

To ensure The Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include whether compensation arrangements, partnerships, joint ventures, or management arrangements are reasonable based on competent survey information and the result of arm's length bargaining, conform to The Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Exhibit D

VOLUNTEER OFFICER AGREEMENT

This Volunteer Agreement (Agreement) is made and entered into as of February 6, 2018 (the Effective Date), by and between American Conservation Coalition Campus, Inc. (ACCC), a Wisconsin non-profit corporation, and Benjamin Backer (Volunteer). For purposes of this Agreement, ACCC and Volunteer are referred to individually as a “Party” and collectively as the “Parties.”

1. Scope of Services. Volunteer agrees to serve as the president of ACCC, which is an officer role in the organization. In fulfilling his role as president, Volunteer assumes all roles, responsibilities, obligations, duties, and services that such a title entails (Services).

2. Consideration.

2.1. As full and complete consideration for the performance of this Agreement, ACCC agrees to provide Volunteer with the title of president and empower Volunteer with all privileges inherent to such an office as laid out in this Agreement. In exchange, Volunteer agrees to responsibly serve in the role of president with honor and dignity for the duration of the Term.

2.2. During the Term (defined below), ACCC’s Board of Directors (the Board) will convene at times proscribed by ACCC’s bylaws, and will review ACCC’s financial situation. These meetings will happen at least once a calendar year. If, during these meetings, the Board determines that ACCC is in a satisfactory financial situation, the Board may decide to issue salaries to various employees.

2.2.1. If such a financial position exists during the Term of this Agreement, Volunteer agrees to be the last employee to receive a salary or stipend to prevent any appearance of a conflict of interest.

2.2.2. Volunteer agrees to follow ACCC’s Conflict of Interest policy. In accordance with the Conflict of Interest policy, Volunteer will recuse himself from any salary or payment decisions in which Volunteer may have a financial interest (including but not limited to salary decisions regarding employees) during the Term of this Agreement.

2.2.3. For the purpose of this section, any reference to employee means someone who is paid for working for ACCC full time (at or greater than 35 hours a week) and who is not contracted explicitly as an independent contractor.

3. Taxes.

3.1. Volunteer is responsible for filing and paying all taxes and fees applicable to payments received.

4. Travel.

4.1. ACCC agrees to cover (either by payment of or reimbursement for) the cost of reasonable travel-related expenses (including hotels, taxi or uber costs, and flights). Coverage of such costs is subject to the following:

4.1.1. As president, Volunteer may choose his travel and accommodations, however these choices are subject to periodic review by the treasurer, the treasurer's representative (if the treasurer must be recused per ACCC's Conflict of Interest policy), and the Board. Periodic review will occur at least once a year during Board meetings, if not more frequently.

4.1.2. Travel-related fares are covered by ACCC on the following basis:

4.1.2.1. All travel expenses, from airfare to taxis to area transit, must be chosen on a cost-conscious basis. If the cost is not reasonable under the conditions of time, necessity, and urgency, then any excess cost to ACCC must be reimbursed by the Volunteer.

Example: Reasonableness under time, necessity, and urgency exists when a last-minute meeting opportunity arises, but the meeting is on the other side of a mega-city and is during heavy traffic hours. An unusually high Uber fare due to surge pricing would be appropriate in such a scenario (as long as a premium Uber option is not used, see below).

4.1.2.2. Travel accommodations covered by ACCC cannot be excessive. Luxuries are automatically considered excessive. Such luxuries include use of luxury items or features (such as massage parlors, steam rooms, or other hotel services offered for additional fees beyond the normal room expense), luxury hotel suites (any hotel suite with more than one bedroom or more than two queen size beds), or luxury travel (such as Uber's premium options, limousines, or anything above economy or coach class on an airplane). If Volunteer uses such luxuries, Volunteer must pay for those luxuries.

4.1.2.3. Non-air travel between Volunteer's hotel and a fundraiser, conference, or meeting location, as well as travel between Volunteer's hotel and the airport is automatically covered provided that the Volunteer uses the standard versions of Uber, taxi, or public transit that are available to the general public. Advanced or enhanced methods of travel (including luxury transit, limos, or Uber's premium options), are not covered.

4.1.2.4. Air travel expenses are covered if Volunteer uses economy or coach (or equivalent) classes of airfares and compares costs of

tickets for at least two airlines. If two different airlines do not serve the desired destination, then Volunteer need only take reasonable measures to minimize airfare expenses. A reasonable measure means, at least, a brief internet search to determine if any other air travel options exist. If none exist, or if none are reasonable, then ACCC will cover the cost of air travel.

4.1.3. Personal travel expenses incurred by Volunteer are not covered by ACCC.

4.1.3.1. Personal travel expenses include costs of personal meals, travel to and from locations where personal activities occur (such as sightseeing locations, areas of personal interest, etc), and luxuries.

4.1.4. Meal Costs

4.1.4.1. Meal costs may be covered by ACCC if the meal is conducted for the purpose of fundraising, marketing, advertising, or other business-related discussions, and the costs incurred during the meal are reasonable. The Board, the treasurer, or the treasurer's representative, in their sole discretion, may choose whether to retroactively approve the coverage of such meal costs.

4.1.4.2. Reasonableness of meal costs is measured by: the cost of the meal, Volunteer's prior success at raising funds over meals, and the subjects discussed by Volunteer and whomever else attended the meal. Excessive costs for fundraising meals will not be covered.

Example: Volunteer has raised \$10,000 in the past, and has an approved meal with one potential donor at a quality DC restaurant. If the total meal cost is less than \$50, the meal will likely be covered. If the meal cost exceeds \$100, it will probably not be covered. Amounts between \$50 and \$100 may be covered depending on whether the Board, treasurer, or the treasurer's representative believe the cost is appropriate.

5. Term and Termination.

5.1. This Agreement shall commence as of the Effective Date and continue in effect until June 30, 2020 (the Term), unless earlier terminated pursuant to this Agreement.

5.2. This Agreement may be terminated by either Party if the other Party has materially breached this Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice thereof.

5.3. This Agreement may be terminated by either Party at any time in their discretion upon providing the other Party written notice designating the termination date and paying any outstanding reimbursements for covered expenses.

5.4. Termination of this Agreement for any reason under this Section shall not affect (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (b) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

6. Representations, Warranties and Covenants. Volunteer represents, warrants, and covenants to ACCC that:

6.1. Volunteer is not a party to any contract or agreement with any third party that would preclude Volunteer from performing its obligations under this Agreement, or would impose any cost, penalty, fine or other obligation on Volunteer or ACCC.

6.2. The Services do not include any materials owned by or licensed from third parties, unless otherwise consented to in advance by ACCC in writing.

6.3. No information or materials developed or used by Volunteer pursuant to this Agreement, and no advice provided by Volunteer to ACCC, shall infringe, misappropriate or otherwise violate any confidential or proprietary information, any trade secret, or any intellectual property right belonging to any third party.

6.4. The Services provided to ACCC under this Agreement and use thereof by ACCC do not infringe or otherwise violate any third party's patent, copyright, trade secret, trademark or other intellectual property or proprietary right.

6.5. At all times during the Term, Volunteer shall comply with all applicable federal, state, and local laws and regulations.

6.6. There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect any Service or restrict Volunteer's ability to complete the transactions contemplated by this Agreement. Volunteer knows of no basis for any such action, suit, claim, investigation, or proceeding.

7. Best Efforts. Volunteer agrees that he shall use his best efforts in performing his obligations under this Agreement, and shall perform at a level consistent with persons having a similar level of education, experience and expertise in the non-profit leadership sector. Volunteer shall perform all Services and other obligations hereunder promptly, diligently, and in a workmanlike and professional manner, using qualified individuals if the need for such individuals arises.

8. Subcontracting. Volunteer may not subcontract any of his obligations hereunder without the prior written consent of ACCC. Volunteer will remain

responsible for all Services performed by permitted subcontractors to the same extent as if they were performed by Volunteer. In the event Volunteer hires subcontractors, Volunteer will be ACCC's sole point of contact. Volunteer will not disclose confidential information of ACCC to a permitted subcontractor until such subcontractor has executed an appropriate nondisclosure agreement approved in writing by ACCC.

9. Indemnity.

9.1. Volunteer shall indemnify, defend, and hold harmless ACCC, its parent entities, subsidiaries and affiliates, and each of their respective directors, officers, shareholders, employees, agents, representatives, assigns and attorneys, for any claim, loss, liability, damage, cost, fine or expense (including reasonable attorneys' fees) arising from or related to (i) Volunteer's breach of its representations, warranties or obligations set forth in this Agreement; (ii) any assertion that any Service or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party; (iii) any act or omission of Volunteer in its capacity as an employer of a person any; (iv) the conduct of, Volunteer, its agents, subcontractors and/or employees; (v) any act, omission or negligence by Volunteer; any injury to person or property resulting from or related to the Services; or (vi) any injury to person or property of Volunteer or any of Volunteer's agents, subcontractors and/or employees.

9.2. ACCC shall notify Volunteer in writing of the initial claim or action brought against him. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Volunteer's control; provided that ACCC shall have the right to participate in the defense of any such claim using counsel of its choice, at ACCC's expense. No settlement of a third party claim shall be made without notice to, and the prior written consent of, ACCC, which consent shall not be unreasonably withheld or delayed.

9.3. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding anything to the contrary in this Agreement, this Section 7.3 shall not apply to damages arising out of or relating to any of the following: (i) such party's gross negligence or willful misconduct; (ii) breach of such party's confidentiality obligations; (iii) Volunteer's indemnification obligations with respect to third party claims; (iv) claims for contributions or damages payable to third parties, irrespective of the basis for such claims; and (v) violations of law.

10. Confidentiality.

10.1. Except as otherwise required by law, Volunteer shall not, and shall cause each of his employees, agents, and representatives (collectively, "Representatives") not to: (i) disclose ACCC Confidential Information

(defined below) to any person or entity other than Representatives of the Volunteer who need to know the Confidential Information for the purposes contemplated by this Agreement and agree in writing to be bound by the provisions of this Section; or (ii) use ACCC Confidential Information for any purpose other than the purposes contemplated by this Agreement.

10.1.1. This section allows Volunteer to discuss Confidential Information with anyone within ACCC national leadership (including but not limited to members of the board of directors, the director of strategy, the director of operations, the general counsel or any other legal representative of ACCC, or the chief of staff) whenever appropriate or necessary. Further, Volunteer is required to disclose Confidential Information to any or all members of national leadership when providing such information is relevant for the leader(s) to make a decision. Volunteer may also discuss Confidential Information with any other member of the ACCC organization on a need-to-know basis.

10.2. "Confidential Information" means any and all information furnished or disclosed, in whatever form or medium, by ACCC to Volunteer relating to the business of ACCC, and includes, without limitation, contract terms, financial information, business procedures, processes, techniques, methods, ideas, discoveries, inventions, processes, developments, records, product designs, source code, product planning, trade secrets all of which is deemed confidential and proprietary.

10.2.1. Confidential Information excludes information that: (A) becomes generally publicly available other than as a result of disclosure by Volunteer or any of its Representatives; (B) becomes available to Volunteer on a nonconfidential basis from a third party that is not bound by a similar duty of confidentiality; or (C) is in the lawful possession of Volunteer prior to disclosure by ACCC. Promptly upon the written request of the ACCC, Volunteer shall, and shall cause its Representatives to, return to ACCC or destroy all Confidential Information. If Volunteer destroys the Confidential Information, it shall certify that it has done so in writing and promptly deliver that certificate to ACCC.

11. Ownership.

11.1. The Parties agree that ACCC shall own all rights, title and interest in and to all deliverables, ideas, inventions (whether patentable or not), documents, memoranda, designs, software, computer programs, source code, object code and/or any other information or material created or developed under to this Agreement, including but not limited to all copyright, trademark, patent or other intellectual property rights therein (the Work Product).

11.2. All Work Product provided or performed by Volunteer pursuant to this Agreement shall be considered work made for hire under any applicable copyright

laws. To the extent that Work Product is not deemed to be a work for hire, Volunteer hereby assigns and agrees to assign to ACCC Volunteer's entire right, title and interest, if any, in and to all Work Product.

11.3. Upon expiration or earlier termination of this Agreement, or at ACCC's request at any time, Volunteer shall immediately transfer to ACCC, at Volunteer's expense, all Work Product, all ACCC Confidential Information and other material proprietary to ACCC and/or containing ACCC's trademark, copyright, trade secret or other intellectual property.

11.4. Volunteer, its employees, agents and/or subcontractors shall execute such further documentation as ACCC requests to assist in procuring patent and other intellectual property protections and to evidence ACCC's exclusive ownership of all rights, title and interest in the Work Product.

11.5. All ACCC data (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of ACCC or its affiliates, as applicable. Volunteer will not possess or assert any lien or other right against or to ACCC data. No ACCC data, or any part thereof, will be sold, assigned, leased, or otherwise disposed of to third parties by Volunteer or commercially exploited by or on behalf of Volunteer, its employees or agents. At no cost to ACCC, Volunteer shall upon termination or expiration of this Agreement, upon the earlier request by ACCC at any time, promptly return to ACCC all or any requested portion of ACCC's data that may be in Volunteer's possession or control.

11.6. Volunteer shall require all subcontractors to comply with the terms of this Section 11. Volunteer shall require all subcontractors to assign all Work Product created by subcontractors in connection with this Agreement to Volunteer, so that Volunteer can, in turn, make the required assignment to ACCC under this Section 11.

12. No Assignment. Volunteer shall not assign or transfer its rights or obligations under this Agreement without the prior written approval of ACCC and any attempt to do so shall be void.

13. Notice. Whenever notice is to be served hereunder, service shall be made personally, by facsimile transmission (with such facsimile confirmed by mail), by overnight courier, or by registered or certified mail, return receipt requested. Notice shall be effective only upon receipt by the party being served, except notice shall be deemed received 72 hours after posting by the United States Post Office, by method described above. Any written notices required by this Agreement shall be given or sent to the address of a Party set forth in the first paragraph of this Agreement. Either Party may change its address for notices purposes upon written notice to the other Party.

14. Survival. Notwithstanding anything herein to the contrary, the provisions of Sections 6, 9, 10, 11, 15, and 16 shall specifically survive expiration or termination of this Agreement.

15. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes and cancels all other contracts, agreements, representations and understandings between the Parties, whether written or oral, expressed or implied. This Agreement shall bind and inure to the benefit of each Party, their parent companies, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, investors, business associates, owners, partners, employees, representatives, agents, Volunteers and assigns. This Agreement may not be modified or amended except in writing signed by authorized representatives of both Parties. The terms of this Agreement are the result of negotiations in which each Party had the opportunity to review and revise any term herein. Consequently, this Agreement shall not be construed for or against either Party as a result of the manner in which it was drafted.

16. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the law of the state of Wisconsin, without regard to conflict of law provisions. Any suit or action regarding this Agreement or the Services performed by Volunteer shall be brought in the federal court for the Eastern District of Wisconsin (Green Bay Division), or the state court with jurisdiction over Appleton, Wisconsin. Both Parties hereby consent to jurisdiction and venue in those courts in Wisconsin, for purposes of any suit or action regarding this Agreement or the Services performed by Volunteer.

17. Authority. Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder. Any individual signing this Agreement on behalf of a Party represents and warrants that he or she has full authority to do so. Volunteer represents and warrants that it has read and completely understands all provisions of this Agreement, that it has not relied on ACCC for any legal, financial or other advice in evaluating the terms of this Agreement, and that it enters this Agreement of its own free will and after obtaining such legal or other advice as it deems appropriate.

18. Severability. Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction

19. Amendment. This Agreement may be amended only by the written agreement of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ACCC

Chandler Crane

Name: Chandler Crane

Title: Member of the
Board of Directors

VOLUNTEER OFFICER

Benjamin Backer

Name: Benjamin Backer

Title: President

ADDITIONAL APPLICATION DOCUMENTATION TO IRS FORM 1023
AMERICAN CONSERVATION COALITION CAMPUS, INC.
PO BOX 391
APPLETON, WI 54912

Part I. 7. Authorized Representative

Charlie Spies, Clark Hill PLC
1001 Pennsylvania Ave NW
Suite 1300 South
Washington, D.C. 20004

Part II. 1. Articles of Incorporation

See Exhibit A.

Part II. 5. Bylaws

See Exhibit B. The Board of Directors adopted the Bylaws during a meeting on January 4, 2018.

Part IV. Narrative Description of Your Activities

Past and Present Activities

Activities of American Conservation Coalition Campus, Inc. (ACCC):

ACCC is a newly-formed organization, and as such does not have any past or present activities.

Planned Activities

Planned future activities include collaboration on educational events with, and the provision of conservation-focused educational materials to, other non-profit organizations that have interests in conservation and environmental efforts.

ACCC's role in these events will either be as the event organizer, or as a co-sponsor for the event. If ACCC is a co-sponsor for the event, ACCC will have a minimal role in the event's organization and will follow the directives of the lead organization. ACCC's role in events it co-sponsors will be to educate and inform the event's audience in conservation-focused efforts. If ACCC is the event organizer, then ACCC's president will be the main leader for the event, and may designate subordinates for any lawful role in the organization, creation, marketing, presentation, and operation of the event. Such responsibilities include but are not

limited to organizing the event, gathering co-sponsors, recruiting speakers, and registering conference attendees.

These activities will be conducted across the United States, in places such as conference centers, colleges, and high schools, and will be available to the public. ACCC's activities will occur throughout the year.

During all such events, ACCC will be able to educate attendees about free market solutions for environmental and conservation issues facing the country. This is a rapidly-expanding and ever-changing field and it varies based on the needs and resources of given areas, but some typical solutions include increasing solar, wind, and hydro power, as well as making current energy solutions more efficient and more environmentally friendly. ACCC will highlight various projects currently in place in various locations to advocate for additional wise environmental solutions from the free market. This directly furthers ACCC's lawful purpose of providing educational information to the public.

Total time for each activity will be allocated depending on several factors, including whether the activity is co-sponsored by or organized by ACCC. Events organized by ACCC will receive a substantial amount of dedicated time compared to events co-sponsored by ACCC. Co-sponsored events will receive as much effort as is reasonable by ACCC staff (who are present at or not directly participating in the co-sponsored event). Other factors include available manpower (including paid staff and volunteers), available resources, and location.

Overall, ACCC anticipates that most of ACCC's time (likely between 60-75%) will be dedicated to preparing for, creating, or enacting educational events. The preparation for those events includes the time taken to research information that will later be used in published materials such as brochures, pamphlets, and handouts. Designing, drafting, and publishing those materials will likely require about 5-10% of staff time. The remaining amount of time spent by members of ACCC will be dedicated to ensuring that such operations are possible through activities including fundraising and other operational activities.

ACCC's activities will be funded by donations from individuals and organizations who believe in its mission.

Part V. 2(a). Pre-Existing Relationships Between Officers, Directors, and Trustees

Mrs. Sarah R. Backer serves as the volunteer Treasurer (an officer role) and volunteer accountant (an employee or staff role) for ACCC. She is a recently retired accountant who conducted accounting operations for multiple businesses in Wisconsin. She is also the mother of ACCC's president (a member of the board of

directors), Benjamin Backer. Mr. Backer is unpaid and will not receive a salary for his services while his mother remains a volunteer of ACCC unless and until a series of requirements have been met. First, according to his current contract, he will not receive a salary until June 2020 unless otherwise decided by the non-conflicted board members. Second, if Mr. Backer is to be compensated, he will be the last employee who will be compensated by ACCC. At any time, the remaining and non-conflicted members of the board may decide to either extend his term as a volunteer, to terminate him, or to modify the terms of his leadership agreement. Any decisions regarding his compensation would be made in accordance with the Conflict of Interest policy.

Part V. 3(a). Name, Qualification, Average Hours Worked, Duties

Mr. Benjamin Backer, President

Qualifications: Mr. Backer is a conservative activist from Appleton, Wisconsin and a freshman at the University of Washington in Seattle. He previously served as the co-chair for Young Americans for Mitt Romney in Wisconsin and was named one of RedAlert's top "30 Under 30" conservatives in 2015. He has contributed to sites such as FreedomWorks, IJReview, RedState, and TheBlaze. Mr. Backer has also spoken at events across the country, including CPAC in 2014 and 2016. He currently writes for CNBC.com. He has agreed to serve on a volunteer basis (and not take or receive any pay from ACCC) during the next three years.

Average Hours Worked: 20 / week

Duties: Serve as a member of the Board of Directors and participate in the management of the Organization. As President, he will oversee all aspects of the Organization's activities.

Sarah Hunt, Member of the Board of Directors

Qualifications: Ms. Hunt serves as the Director for the Center for Innovation and Technology at ALEC and leads the Center's Energy Innovation Project. Her policy work focuses on free-market solutions for the energy future. Her professional background includes political law practice, campaigns, non-profit leadership, and management consulting. She began a career in public policy as a legislative staffer in Oregon and New Mexico. She is a member of the Federalist Society, the American Bar Association Section of Environment and Energy (where she serves as Vice Chair of the Environmental Disclosure Subcommittee), and Emerging Leaders in Environmental and Energy Policy (which is a joint project of the Atlantic Council and Ecologic Institute).

Average Hours Worked: 1 / week

Duties: Serve as a member of the board and participate in the management of the organization.

Chandler Crane, Member of the Board of Directors

Qualifications: Mr. Crane has an extensive background in marketing, sales, and design, among other qualities. He started a digital media company focused on aerial footage that made his level of video technology and customer understanding advanced and also started a social media marketing and design company that proved his experience with marketing, sales, design, and leadership. He also worked on several marketing projects and internships with companies giving him ample experience with several design applications, marketing and sales platforms, blog digests, and media implementation with social media

Average Hours Worked: 20 / week

Duties: Mr. Crane will serve as a member of the Board of Directors and participate in the management of the organization. He will also head all digital and marketing outreach efforts of the organization.

Sarah R. Backer, Treasurer

Qualifications: Sarah Backer is a 1987 graduate of the University of Wisconsin-Madison with a BBA in finance. She has been part of several start-up companies, most recently LoanSifter, a successful software company in the mortgage industry.

Average Hours Worked: 5-10 / week

Duties: Mrs. Backer will serve as an officer of the organization and will also serve as ACCC's accountant.

Part V. 5(a). Conflict of Interest Policy

See Exhibit C. The conflict of interest policy was adopted by voice vote during the Board's conference call on January 4, 2018.

Part V. 8. Contracts and Agreements with Officers, Directors, Etc.

b. Current agreements establish the officers and directors in volunteer roles. Once ACCC is formally established, agreements will be both oral and written. Written agreements will be used for any payment more than \$500 and for other contractual matters that legally require an agreement in writing.

c. Current oral agreements exist with Mr. Crane, Ms. Hunt, and Mrs. Sarah Backer, all of whom have agreed to serve ACCC as volunteers for at least a temporary period not to exceed one year. ACCC has a written agreement with Mr. Backer, which provides that he shall serve as president at least through June 2020.

d. Agreements involving members of the Board will be negotiated by members of the board who are not conflicted out according to the Conflict of Interest policy.

e. As the non-profit has not yet been formed, no payment has yet been made. In the future, payment of fair market value is determined, generally, by the examination of multiple (at least two, but preferably three) vendors for any given service—as long as multiple vendors of the desired type exist in that service area. Regarding payments to leadership, fair payment is based on willingness to volunteer time, effort, and energy to begin and sustain the non-profit, compensation for similar executives or officers in similar organizations in similar circumstances, and any prior existing agreements with the officers, staff members, or other contractors (independent or otherwise).

f. Currently, ACCC has one written agreement with Mr. Backer, and the remaining agreements are oral.

Part VI. 1(a)-(b). Goods or Services Provided to Individuals and Organizations

ACCC will provide services to individuals and organizations as further described in Part IV, Narrative Description of Activities.

Part VIII. 4. Fundraising

a. Mail solicitations: Once we have a reliable list, we will send out fundraising letters to our supporters to contribute twice a year. This will be sent to supporters who have opted in to mailings or have previously contributed.

Email solicitations: our organization will send out bi-weekly email updates to keep our supporters updated. We will attach a donate button on the bottom of each email. In addition, we will occasionally send out donation-focused emails during a key fundraising time. Once again, these will only go out to people who have opted-in to our email list or have previously donated.

Personal solicitations: occasionally, when we are at events, we will have a donation box for those who are willing to donate. We will also meet with potential donors during our travels.

Foundation grant solicitations: we will be working with foundations such as Hewlett Foundation, Energy Foundation, Linden Trust, and others to receive seed funding for our organization. We will rely heavily on large grants from these organizations to bridge the gap on the environment.

Website donations: we will accept donations through our website through a clearly-marked “donation” button on the public website.

- b. ACCC does not yet, but may in the future have, written contracts with independent contractors for the purpose of fundraising for ACCC. These activities must be lawful, and will likely either occur through in-person meetings, dinner or other meal-type events, or even seminars or conferences where such fundraising is permitted. The fundraiser might seek to raise funds at an ACCC event.
- c. ACCC does not yet, but may in the future choose to, raise money for other organizations. These agreements are entirely unknown, but will be fair and legal.
- d. Fundraising will be conducted in all states. ACCC will fundraise for itself, and might employ independent contractors for the fundraising purposes. ACCC will not fundraise for other organizations absent an express agreement with that organization. If another organization fundraises for ACCC, such fundraising will only occur via an express agreement with that organization.
- e. ACCC does not yet, but may at some future time choose to allow donors to have the right to advise on the use or distribution of funds. If such an event occurs, ACCC will agree to use the funds for the specified lawful purpose provided that purpose is in agreement with or in furtherance of the purpose of ACCC. Other specific future details will be worked out in future contracts.

Part VIII. 10. Intellectual Property

We will distribute literature, free of charge, to our college campus chapters. ACCC will own all rights to any and all properties created by employees for ACCC’s use.

Part VIII. 15. Close Connection

ACCC has a close connection to the American Conservation Coalition, Inc. (ACC), a social welfare organization described in section 501(c)(4) of the Internal Revenue Code. The two entities are being formed in close proximity in time, and will potentially share some resources. If resources are shared, the parties will execute a written agreement to ensure that each entity pays its allocable share of costs. ACCC’s president, Mr. Backer, is also the president and one of the founding officers of ACC. However, none of ACCC’s other Directors assisted in the foundation or establishment of ACC.