

## The Eric Adams Legal Defense Trust

This agreement, dated the last date executed below, shall constitute a Trust Agreement between Hon. Eric L. Adams (hereinafter called the "Grantor") and Peter Aschkenasy (hereinafter called the "Trustee").

This agreement establishes the Eric Adams Legal Defense Trust (the "Trust").

### Recitals

- A. The Grantor, who is the Mayor of the City of New York and a "beneficiary" within the meaning of New York City Administrative Code §3-1101, has incurred and will continue to incur; and is responsible and will continue to be responsible for expenses in connection with inquiries by the office of the United States Attorney for the Southern District of New York ("SDNY") related to the operations of the Eric Adams 2021 mayoral campaign committee.
  
- B. It is the desire of the Grantor to create a trust for the purpose of accepting donations and making expenditures in connection with legal expenses incurred by him and any other individual or entity designated by the Trustee as a "beneficiary" of the Trust in connection with inquiries by SDNY involving allegations of violations of federal statutes in connection with activities related to or arising by virtue of his candidacy in the 2021 New York City mayoral election, and any other legal expenses that have arisen or may arise in any governmental, administrative, criminal or civil investigation, audit or action arising from the same operative facts and circumstances under inquiry by SDNY, in a manner consistent and in compliance with the laws of the United States, State of New York, City of New York, and Rules of the New York City Conflicts of Interest Board. For purposes of this Trust Agreement, "beneficiary" shall have the meaning which is provided in New York City Administrative Code §3-1101.

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

1. Trust Property. The Grantor does hereby assign to the Trustee the sum of ten dollars (\$10.00) and such other property, monies, and assets payable to or donated to the Trust which shall hereinafter come into his possession. Negotiable instruments made payable to the "Eric Adams Legal Defense Trust" shall be considered as being donated to the Trust.
  
2. Trust Purposes. The sole purpose of this Trust is to receive donations and to pay all expenses reasonably related to the legal representation of any designated beneficiary of the Trust in connection with the matter described in Paragraph B. This Trust will be established, administered, and terminated in conformity with the New York Estates, Powers, and Trusts Law, Chapter 11 of Title 3 of the New York City Administrative Code, and Rules of the New York City Conflicts of Interest Board.
  
3. Beneficiaries. The beneficiaries of this Trust shall be Hon. Eric L. Adams and any other person or entity, as applicable, designated by the Trustee (a) who is or has been a city

elected official or public servant who incurs expenses in relation to a governmental, administrative, criminal or civil investigation, audit, or action, or an entity, agent or other person acting on behalf of such elected official or public servant in relation to the matter described in Paragraph B; or (2) who is not a city elected official or public servant and who incurs expenses in relation to such investigation, audit, or action described in Paragraph B. The beneficiaries shall exercise absolutely no control over the Trust Property and shall receive no tangible or intangible benefit from the Trust other than such benefit that is incident to or may have arisen from legal representation.

4. Qualifications of the Trustee. The Trustee hereunder, or any successor trustee appointed in accordance with this instrument shall not be a city elected official or public servant, beneficiary, or a subordinate of or person associated with a beneficiary. The Trustee herein named, and any successor trustee, warrants and represents that he or she will at all times faithfully comply with Chapter 11 of Title 3 of the New York City Administrative Code, and all other applicable statutes of the United States, State of New York, and City of New York. The Trustee herein named, and any successor trustee, further warrants, represents, and recognizes that he or she will be acting in a fiduciary capacity and will be bound by the laws of the State of New York regulating the conduct of such fiduciaries and by the strict terms of this instrument. It is understood that the powers, duties and rights of said Trustee, or successor trustee, are controlled by said laws and the terms of this instrument which are not inconsistent therewith.
5. Trustee's Powers. In the administration of the Trust, the Trustee shall have the following powers, which, subject to the restrictions contained elsewhere herein, may be exercised in the sole and absolute discretion of the Trustee without resort to any person or court for further authority and which shall be in addition to the powers conferred upon the Trustee under New York State Estates, Powers and Trusts Law or by other provisions of this instrument:
  - a. In the event that there is more than one beneficiary of this Trust, the Trustee may, in his or her discretion, allocate donations and expenditures attributable to trust administration in accordance with his or her fiduciary duties to the Trust;
  - b. To invest Trust Property to make it income producing;
  - c. To incur reasonable expenses on behalf of the Trust where necessary to make the Trust productive;
  - d. To hold cash uninvested for such length of time as the Trustee shall determine is advisable;
  - e. To sell, exchange, or otherwise dispose of any of the Trust property as the Trustee may deem expedient;
  - f. To employ such agents, custodians, accountants, investment counsel, attorneys, and other service professionals which the Trustee deems expedient and to pay them reasonable compensation for their services out of either principal or income of the Trust Property;
  - g. To allocate to income or principal any receipt, gain, loss, or expenditure as the Trustee deems just and equitable under the circumstances of each case as it arises;
  - h. To compound, compromise, settle, and adjust all claims and demands in favor of or against the trust estate on such terms as the Trustee shall deem just; and
  - i. To set up reserves from principal or income for the purpose of making provision

for any liability or obligation of the Trust including reserves for the payment of any and all taxes.

6. Duties of the Trustee. In addition to the duties imposed by laws of the State of New York and City of New York, and the duties stated elsewhere in this agreement, the Trustee shall have the duty to:
  - a. Enter into any legal agreements with legal counsel, including agreements relating to compensation, as may be necessary to effectuate the purposes of this Trust Agreement;
  - b. Transfer to the Trust Property all property, monies, and assets payable or donated to the Trust which the Trustee may hereafter come to possess, unless the Trustee in his discretion determines that such property, monies, and assets shall be returned to their source;
  - c. Keep Trust Property separate from any of the Trustee's personal funds or any other funds;
  - d. Operate as a fiduciary in relation to the Trust Property and the trust purpose as stated in this Trust Agreement;
  - e. File all reports required under Chapter 11 of Title 3 of the New York City Administrative Code, and
  - f. Comply with all provisions of Chapter 11 of Title 3 of the New York City Administrative Code and Rules of the New York City Conflicts of Interest Board.
7. Liability of the Trustee. The Trustee shall not be liable for any act, in his or her capacity as Trustee, undertaken in good faith and with the purpose of advancing the best interests of the Trust. No bond or other security shall be exacted or required of the Trustee in any jurisdiction.
8. Compensation of the Trustee. The Trustee shall serve without compensation, however, the trustee shall be reimbursed for all reasonable expenses incurred in the administration of this Trust. The Trustee shall maintain documentation and an itemization of all expenses incurred in the administration of this Trust, which shall be the basis of any reimbursement. The beneficiaries of the Trust reserve the right to inspect such documentation at reasonable times and places. All expenses incurred by the Trustee shall be submitted and paid monthly.
9. Prohibited Donations. The Trustee shall not permit the Trust to accept any gift or donation prohibited by or in excess of the limits established by Chapter 11 of Title 3 of the New York City Administrative Code. In particular:
  - a. The Trust shall not accept a donation in an amount greater than \$5,000 per donor;
  - b. The Trust shall not accept a donation of any amount from any person who is a subordinate of a city elected official or public servant who solicits a donation to the Trust, or any person who is a subordinate of the city elected official or public servant for whose benefit the Trust was established;
  - c. The Trust shall not accept a donation of any amount from any person such Trust knows or should know is a person with business dealings with the city as of the date of such donation or solicitation;

- d. The Trust shall not accept a donation of any amount from any person who as of the date of such donation or solicitation is appearing before or otherwise has a non-ministerial matter pending with the city;
- e. The Trust shall not accept a donation of any amount from a corporation, limited liability company, limited liability partnership or partnership;
- f. The Trust shall not accept a donation of any amount from an anonymous source;
- g. The Trust shall not accept a donation of any amount from any source that fails to submit the disclosure document required pursuant to New York City Administrative Code §3-1102(e)(3).
- h. If any prohibited donation is inadvertently accepted, the Trustee shall, as soon as practical after becoming aware of the prohibited nature of the donation, return it in its entirety to the donor (if from a prohibited source) or return the excess over \$5,000 to the donor (if prohibited because of the amount).

10. Expenditures.

- a. The Trust's funds may be used only to defray:
  - i. Legal expenses in connection with a governmental, administrative, criminal or civil investigation, audit or action described in a statement of organization filed pursuant to New York City Administrative Code §3-1102 that is related to (i) a political campaign; (ii) issue advocacy; or (iii) the holding of a civil office or appointment, public office or political party position; and
  - ii. Costs reasonably incurred in administering the Trust, including but not limited to costs incident to the solicitation of donations, the hiring of service professionals, bank fees, and the creation and operation of the Trust.
- b. The Trust's funds shall not be used for advertising expenses, political consultants, the payment of criminal fines or penalties imposed upon an individual beneficiary, or communications involving election or campaign activities.
- c. The Trust's funds shall not be used for the personal use of the Trustee or any beneficiary unrelated to the purposes of the Trust.
- d. The Trust's funds shall not be used to defray legal expenses that have been paid for by the City of New York. If the City pays any part of the legal expenses of a beneficiary after such beneficiary has received from the corporation counsel the letter required by subparagraph (a) of paragraph (1) of subdivision a of §3-1102 of the New York City Administrative Code, such funds must be returned to the Trust.

11. Segregation of Funds. All donations to the Eric Adams Legal Defense Trust must be kept in a separate bank account established therefor. All property, monies, and assets payable to or donated to the Trust shall be segregated from, and may not be comingled with, the personal, political, or official funds of the Trustee, any beneficiary, or the funds of any

other individual or legal entity.

12. Disclosure and Reporting Provisions. The Trustee is authorized to supply to any beneficiary or his or her agents any and all information regarding donations and expenditures as may be necessary and required by law to permit any beneficiary to comply with Chapter 11 of Title 3 of the New York City Administrative Code, and any other applicable law regarding disclosure or reporting requirements. The Trustee shall file quarterly reports with the New York City Conflicts of Interest Board, disclosing donations to and expenditures of the Trust in accordance with Chapter 11 of Title 3 of the New York City Administrative Code.
13. Trust Term and Disposition of Residual Funds. The Trust established by this Agreement may be terminated at any time by the Trustee upon the direction of Hon. Eric L. Adams. The Trust shall terminate, in any event, within ninety (90) days of the date the last expenditure is made in relation to the governmental administrative, criminal or civil investigations, audits or actions, for which the Trust is established. Upon termination of the Trust, no further donations shall be accepted, and no further expenditures shall be made.
14. Distribution of Unexpended Funds upon Termination. Funds remaining upon the termination of the Trust shall, within thirty (30) days thereafter, be returned to the donors on a last in, first out basis or in accordance with another reasonable method as determined by the Trustee.
15. Successor Trustees. In the event that the original, named Trustee herein shall desire at any time to be relieved of his or her duties herein, said Trustee may resign by written notice to the Grantor, who may appoint a successor trustee with the same qualifications as set forth in Paragraph 4 above, without the need of court approval. Grantor shall have the same power to appoint a substitute trustee in the event of the death, incapacity, or failure to act in accordance with the terms of this instrument of any trustee.
16. Trustee's Accounts. The Trustee shall keep or, in the Trustee's sole and absolute discretion, shall cause others to keep, accurate written records and books of account of the trust estate, showing the manner in which the trust estate is invested, if applicable, and all receipts, disbursements, and other transactions involving the trust estate. All such records and books of account shall be the property of the Trustee during the duration of this Trust and his trusteeship and they, together with the Trust Property and all reasonable evidence thereof, plus any accounts, shall not be made available to any beneficiary during the trust term except as hereinabove provided or as may be required by applicable law.
17. Situs. The Trust shall be executed and delivered in the State of New York and shall be construed and administered according to the laws of the State of New York.

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

Dated this 15th day of November 2023.

Witness:



---



---

Grantor, Eric L. Adams

Dated this        day of November 2023.

Witness:

---

---

Trustee, Peter Aschkenasy

STATE OF NEW YORK )  
COUNTY OF New York ) ss.:

On the 15th day of November, in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Eric Adams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Vito Pitta

Notary Public

VITO RALPH PITTA  
NOTARY PUBLIC STATE OF NEW YORK  
REG. NO. 02P10016431  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES 11/15/2027

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_\_ day of November, in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Peter Aschkenasy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

Dated this        day of November 2023.

Witness:

\_\_\_\_\_

\_\_\_\_\_

Grantor, Eric L. Adams

Dated this 15<sup>th</sup> day of November 2023.

Witness:

\_\_\_\_\_

*Peter Aschkenasy*

Trustee, Peter Aschkenasy



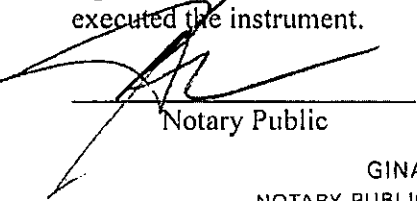
STATE OF NEW YORK     )  
COUNTY OF               ) ss.:

On the \_\_\_\_\_ day of November, in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Eric Adams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK     )  
COUNTY OF *(Kings)* ss.:

On the *15th* day of November, in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Peter Aschkenasy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



\_\_\_\_\_  
Notary Public

GINA A. COSTA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CO6053408  
Qualified in Kings County  
My Commission Expires 07-01-2027