Written Testimony of

Jon Golinger
Democracy Advocate, Public Citizen

before

Members of the House Committee on Oversight and Government Reform and the Senate Permanent Subcommittee on Investigations

on

"Monumental Waste: How Donald Trump Is Spending Millions Destroying American Landmarks"

July 21, 2026

PUBLIC CITIZEN

Ranking Member Garcia, Ranking Member Blumenthal and Members,

Thank you for the opportunity to speak with you today. My name is Jon Golinger. I work for Public Citizen as the Democracy Advocate where I investigate corporate influence on elections and government, push to strengthen political and lobbying disclosure, and advocate for policies around money and politics.

Public Citizen is a national public interest organization with more than 1 million members and supporters. For more than 50 years, Public Citizen has advocated for stronger consumer protection and to fight fraud; for corporate and government accountability; and for ethics and honest government measures to combat graft and corruption.

Corruption Costs Us All

Corruption is not a victimless crime – corruption costs us all.

When corruption is directed at the government, taxpayers are ripped off, legitimate and necessary government work may go unperformed and public services may not be effectively rendered, program integrity is compromised, and people's faith in government to fairly steward their tax dollars is destroyed. In the awarding of government contracts to businesses to provide goods and services, corruption of the contract process strikes a dagger into the heart of a free and fair marketplace. It punishes honest American businesses for playing by the rules while financially rewarding bad actors for breaking them. Corruption in government contracting is anti-competitive, costly, and corrosive and the American people pay the price.

Meredith O'Rourke: Trump's Fundraiser-In-Chief

The week before a wrecking ball smashed into the East Wing, a room of around 100 people came to the White House for a candlelight dinner. They were there so that President Trump could thank them for donating millions of dollars to fund his favorite pet-project, the White House Golden Ballroom, and to hear about another of his pet-projects, a 250 foot monumental arch honoring himself. These ballroom dinner donors were prominent lobbyists, big-wig corporate executives, current and wanna-be billionaires, and all kinds of government influence peddlers and favor-seekers.

And at the center of it all, sitting at the head table, closest to the president's golden podium, was the person responsible for raising all the money from all these people, sitting at the center of the secretive fundraising machine a federal judge has called a "Rube Goldberg Contraption": Meredith O'Rourke, Trump's fundraiser-in-chief.

A profile of Ms. O'Rourke last fall in a Florida publication called "Influence Magazine" reported that O'Rourke doesn't like the spotlight shined on herself and her work. I think that's the case for good reason. Doing so exposes the secretive and shady schemes that O'Rourke has employed to raise money for a suite of Trump's vanity pet projects: the White House Ballroom Project, Freedom 250, the National Garden of American Heroes, the trashing of the Kennedy Center, probably the Arch and others.

<u>Cloaking Corruption Behind Tax-Exempt Charities</u>

Central to these schemes has been cloaking O'Rourke's fundraising for Trump's pet projects with the veneer of legitimacy - and secrecy – by funneling the money through tax-exempt, charitable organizations – some of them long-standing and previously reputable charities like the Trust for the National Mall, which has served as the money funnel for $400 million raised by Ms. O'Rourke into the White House Ballroom debacle, and the National Park Foundation, which has been used to funnel millions raised by Ms. O'Rourke into Trump's Freedom 250 fiasco. The template for funding both of these Trump projects was the same: hijack a legitimate charity, funnel money from donors who want or have gotten something from the Trump Administration through them so they can be both tax-exempt and done in secret, steer the money into a fund Trump controls so he can dole out contracts to allies and spend wild sums on wasteful projects.

<u>White House Ballroom Project</u>

Attached to my testimony is the secret document Public Citizen obtained through a FOIA lawsuit that lays out the Ballroom Project funding scheme in black and white, including provisions requiring donors who wish to remain anonymous to be secret. A Public Citizen report found that corporate ballroom donors have received new or increased government contracts totaling $50 billion since they pledged or donated. And most of the known corporate ballroom donors - 16 out of 27 - are facing federal enforcement actions or have had them suspended by the Trump Administration. We have no idea – yet - what the anonymous Ballroom Project donors wanted or got.

<u>Freedom 250</u>

Last month, Public Citizen and the Revolving Door Project analyzed the federal contracts and corporate sponsorship deals related to Freedom 250 – a Trump-aligned limited liability company created last October and housed inside the National Park Foundation, where Ms. O'Rourke was installed this past March as a Board Member in March. – and found that 20 corporate sponsors funded Freedom 250, including ExxonMobil, Oracle, Lockheed Martin, Palantir, and United Airlines contributing undisclosed sums with no oversight, even as they face major federal regulatory issues. The fundraising for Freedom 250 has been done through Ms. O'Rourke and her firm, which circulated bespoke donor sponsorship packages beginning at $500,000 and climbing above $10 million, with donors getting private access to the president. The donations to Freedom 250, since they flow through the tax-exempt National Park Foundation before going to the secretive shell company, are subsidized by taxpayers.

National Garden of American Heroes

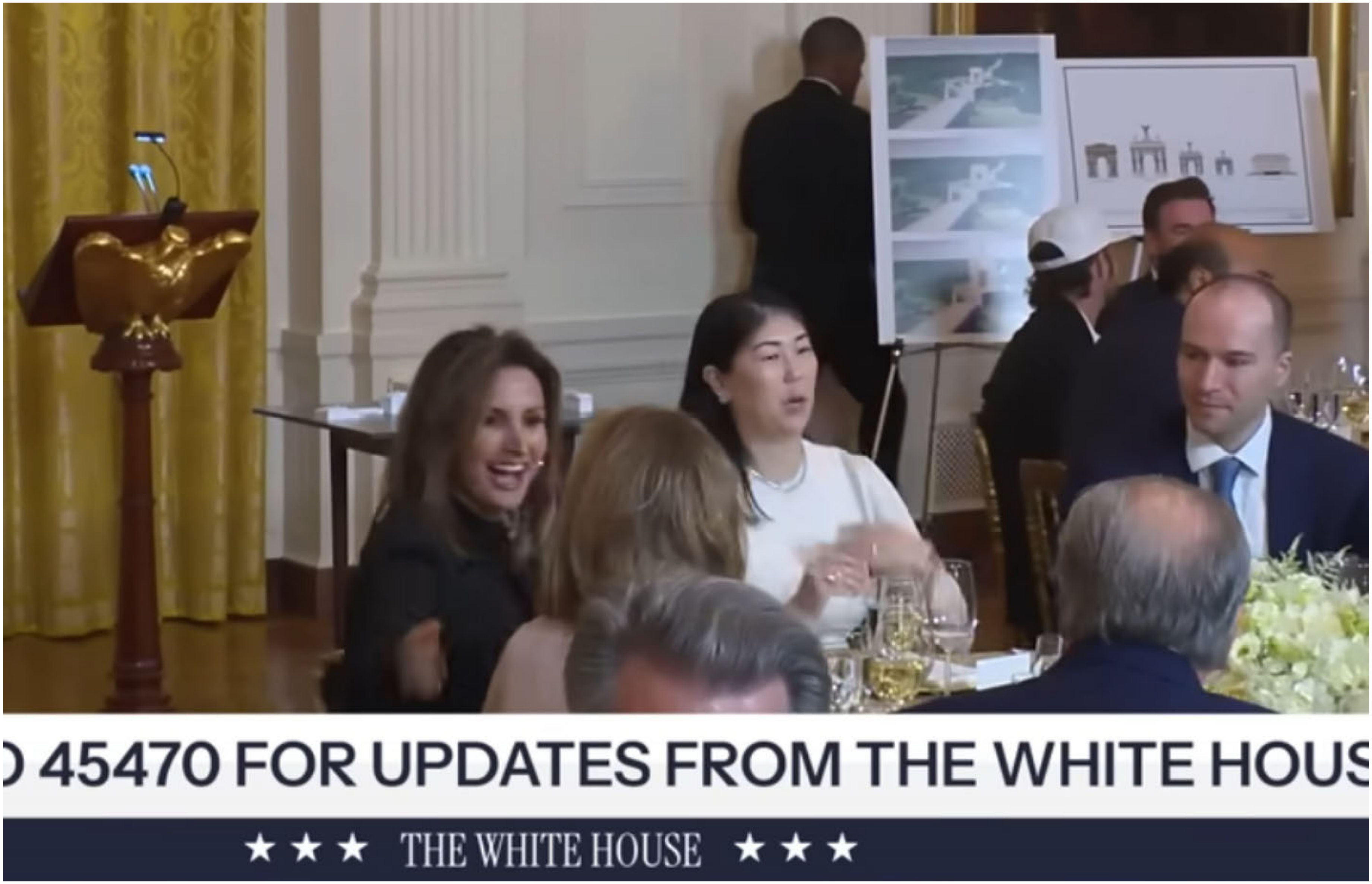
In another case, Ms. O'Rourke and her associates have simply invented a tax-exempt charity of their own out of thin air to funnel shady and anonymous money in secrecy. According to the pledge agreement prepared for prospective donors, the National Garden of American Heroes Foundation was established in 2026 to fund two Trump projects: the development of Garden of Heroes at West Potomac Park and the redevelopment and dramatic expansion of the East Potomac Park Golf Course. The pledge agreement lists Ms. O'Rourke and her associate as the contacts for donors and states that the entity "will seek to retain the anonymity of anonymous contributors."

The American People Pay The Price

What all of these sketchy schemes have in common is this: corporate and billionaire donors who want something from government benefit, Meredith O'Rourke and her lobbyist friends benefit, the charities funneling the shady money benefit, and Donald Trump benefits. But through wasteful and bloated government contracts, taxpayer subsidies and tax-breaks, and the demolition and damage to American landmarks that will have to be repaired, the American people are and will continue to pay the price.

Attachments:

- *Exhibit 1: Trump's Fundraiser-in-Chief Meredith O'Rourke at the head table at the White House Ballroom Donor Thank You Dinner on October 15, 2025*
- *Exhibit 2: 2026 State of Florida Annual Corporate Filing by Meredith O'Rourke for Forward Strategies, Inc.*
- *Exhibit 3: Excerpt from profile of Meredith O'Rourke in Influence Magazine profile, Fall 2025*
- *Exhibit 4: National Garden of American Heroes Foundation Donor Pledge Agreement*
- *Exhibit 5: White House Ballroom Funding Contract obtained by Public Citizen*



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THE WHITE HOUSE

2026 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P04000148347

Entity Name: FORWARD STRATEGIES, INC.

Current Principal Place of Business:

[redacted]
TALLAHASSEE, FL [redacted]

FILED
Jan 07, 2026
Secretary of State
5662374684CC

Current Mailing Address:

[redacted]
TALLAHASSEE, FL [redacted] US

FEI Number: 59-3788599

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

O'ROURKE, MEREDITH
[redacted]
TALLAHASSEE, FL [redacted] US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MEREDITH O'ROURKE 01/07/2026

Electronic Signature of Registered Agent Date

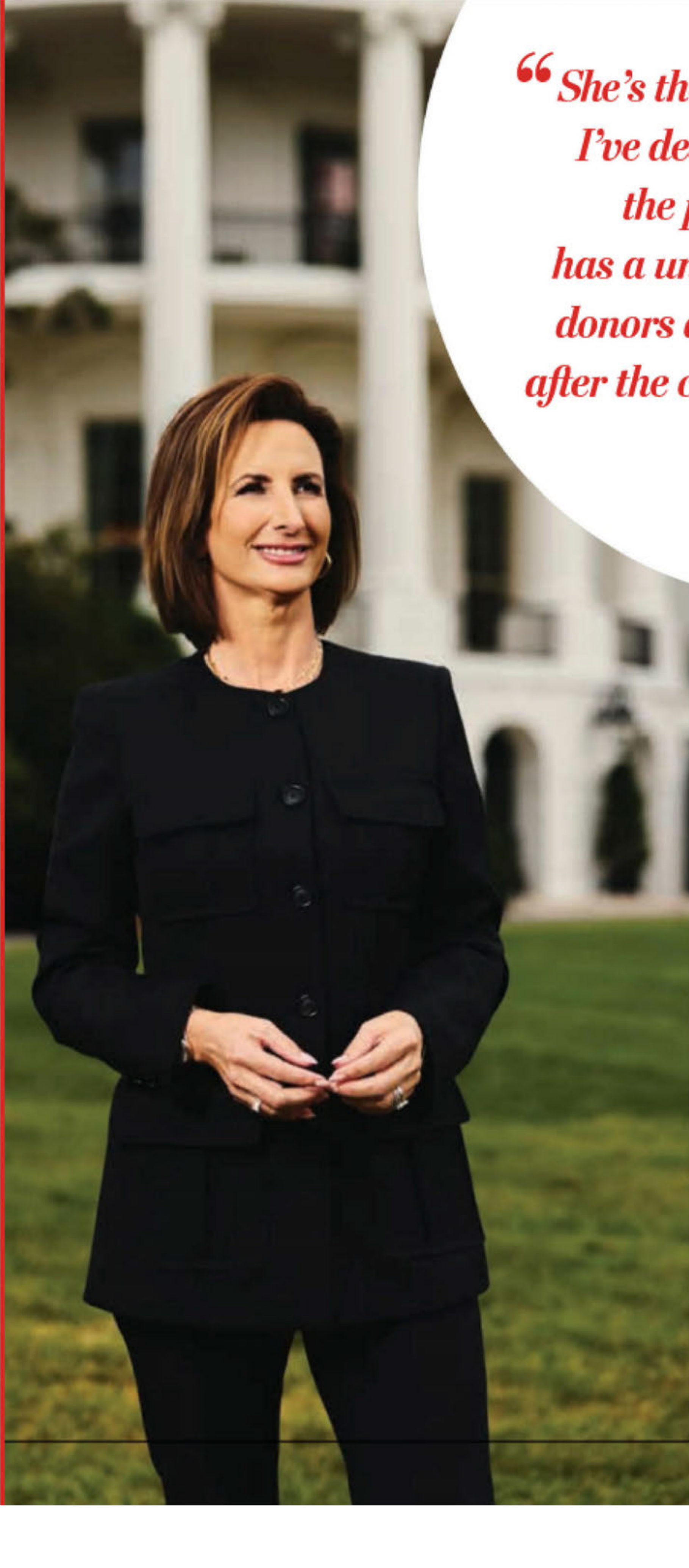
Officer/Director Detail :

Title	P
Name	O'ROURKE, MEREDITH
Address	[redacted]
City-State-Zip:	TALLAHASSEE FL [redacted]

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: O'ROURKE , MEREDITH P 01/07/2026

Electronic Signature of Signing Officer/Director Detail Date



“She’s the best in the business. I’ve dealt with them all over the past 30 years and she has a unique ability to ensure donors are not left in the dust after the contribution is made.”

– BRIAN BALLARD

These days, one of the rooms O’Rourke frequently walks into is the Oval Office. She also travels with the President when he’s at Mar-a-Lago or Trump’s Bedminister golf resort in New Jersey.

“I’ve seen Meredith with the President dozens of times, up close and personal. The relationship is incredibly powerful. He trusts her completely,” Ballard said.

The respect goes both ways.

“His true passion is saving our country. He is strong, but he’s also genuinely very, very kind,” O’Rourke said. “He’s also an incredible mentor. I’ve learned from him more so than anyone I’ve worked for. His work ethic is incredible. He works nonstop and his memory is by far the best memory of anyone I’ve ever worked for.”

O’Rourke splits time between Washington and Tallahassee, where she lives with her husband and teenage son. She also has a daughter in law school. With her busy schedule, during down time she likes quiet time at home with family.

Before accepting her current role, O’Rourke had a family meeting about the time commitment and responsibility. Her parents, husband and kids stood behind her.

“To us it’s like service, like serving your country. We, and I, feel like the President was sacrificing so much to save our country, that this was my duty to learn and help him.”

And just because she’s at the highest level of her profession, it doesn’t mean she isn’t surrounded by old Florida friends.

“There are times in the Oval Office where it almost seems surreal because you have people that you’ve worked with for decades that are in and out and operating at a level where they, too, are doing the best to serve the country, whether it’s Marco or Pam, Susie, (Deputy Chief of Staff) **James Blair**, it’s just incredible,” O’Rourke said.

THE NATIONAL GARDEN OF AMERICAN HEROES FOUNDATION

PLEDGE AGREEMENT

Mission & Purpose

The National Garden of American Heroes Foundation—established in 2026 in honor of the 250th anniversary of American independence—is a national nonprofit dedicated to the improvement, revitalization, and beautification of the National Mall and other public spaces around the Nation's capital. The Foundation's mission is to ensure that these historic landscapes stand as a powerful and enduring tribute to the ideals that shaped our Nation—freedom, patriotism, and American exceptionalism.

Through bold design, thoughtful restoration, and strategic partnerships, the Foundation advances projects that elevate the National Mall as both a civic gathering place and a national symbol. Its work focuses on enhancing public spaces, creating new experiences, and celebrating the legacy of America's founders and heroes in ways that are inspiring, timeless, and befitting the Nation's capital.

As the country approaches its 250th anniversary of its independence, The National Garden of American Heroes Foundation seeks to unite citizens, institutions, and leaders around a renewed vision for the National Mall—one that honors the past, strengthens national pride, and reaffirms America's promise of liberty for generations to come.

Founding Projects

In 2026, The National Garden of American Heroes Foundation will launch two landmark initiatives that embody its mission to honor America's 250th anniversary through lasting national investment. The first is the development of The National Garden of American Heroes at West Potomac Park—a transformative project that will create a dignified, inspiring public space dedicated to the men and women who shaped the Nation's history. Through timeless design and thoughtful storytelling, the Garden will celebrate courage, innovation, and sacrifice while strengthening the National Mall as a living expression of freedom and patriotism.

At the same time, the Foundation will lead the comprehensive redevelopment and restoration of East Potomac Park Golf Course in the Nation's capital, reimagining it as a world-class public asset. This project will modernize facilities, improve environmental stewardship, and expand access for families, youth, and visitors from across the country. Together, these initiatives will elevate recreation and remembrance—restoring iconic landscapes and ensuring "the greatest game mankind has ever invented" forever thrives in America's capital city.

I/We, under the legal name of ______________________________ (Donor), am/are pleased to offer a pledge of support the amount of $ __________________ (Gift) for The National Garden of American Heroes Foundation.[1]

Binding Agreement

This Gift pledge represents my/our binding commitment of payment to support the charitable purposes outlined herein. Any terms remaining upon my death shall transfer to my estate, subject to applicable laws.

Contact Information

Name(s) ____

Address ____

City, State, Zip ____

Email ______________________________ Phone ______________________________

Donor Representative (if applicable)

Name(s) ____

Role ____

Organization ____

Email ______________________________ Phone ______________________________

For questions or additional details please contact:

Meredith O'Rourke at [redacted] or Meredith@TheOroukeGrp.com or Abby Mathis at [redacted] or Abby@TheOrourkeGrp.com

Use of Gift

The gift will be used in support of The National Garden of American Heroes Foundation and its founding projects.

Payment Schedule

[1] The Donor listed should be the actual intended donor, which may be, for example, an individual, a couple, a trust, a foundation, a donor advised fund, a retirement account, or a business entity. In some cases, a contribution by a third party, such as a private foundation or business entity, to satisfy a pledge made by an individual may result in adverse tax consequences for the actual donor or the individual who made the pledge. In other cases, a third party may be able to satisfy the pledge without adverse tax consequences. If a Donor wishes to have a third party satisfy its pledge, the Donor should consult with a tax advisor.

Donor will pay the pledge in full on or before (mm/dd/yyyy) ____________. Please select whether Donor would like to receive an invoice prior to payment Yes or No.

Recognition

The Donor is eligible for recognition associated with The National Garden of American Heroes Foundation. Recognition preferences:

- ☐ I/We wish to be recognized as below in donor lists of The National Garden of American Heroes Foundation.
- ☐ I/We prefer to be listed as "Anonymous" in all published lists.[2]

For recognition related to this agreement, the Donor will be recognized publicly as:

____

Preferred Public Listing

Tax Exempt Entity

The National Garden of American Heroes Foundation is seeking status as a 501(c)(3) tax-exempt, nonprofit organization, Tax ID# 41-4674063. If so approved, contributions will be tax-deductible to the extent allowed by law.

Donor Signature

Name	Date	Name	Date

[2] The National Garden of American Heroes Foundation will seek to retain the anonymity of anonymous contributors. The Foundation is required to disclose donors to the Internal Revenue Service and may be required to disclose donors to states under applicable state laws. Though it will use best efforts, the Foundation cannot guarantee that recipients of the name of donors will keep them anonymous even if they are required to do so by applicable law.

CONTRIBUTION INSTRUCTIONS

Questions should be directed to Meredith O'Rourke at meredith@TheOrourkeGrp.com and Abby Mathis at abby@TheOrourkeGrp.com.

Check or Money Order

Please send check or money order to payable to:

Chain Bridge Bank, N.A.
100 Cummings Center Suite 306-P
Beverly, Massachusetts 01915
Note: To ensure the account is properly credited, please include within the mailing the following: "The National Garden of American Heroes Foundation, account number [redacted]"

ACH/Wire Transfer

Please send notice of transfer with the following information:

Donor or Company Name:____________________
Financial Institutions Sending Wire:____________________
Approximate Date of Transfer:__________ Amount:__________

Wire Instructions:

Domestic Wire Instructions to Chain Bridge Bank, N.A.

Chain Bridge Bank, N.A.
1445-A Laughlin Ave
McLean, Virginia 22101
ABA routing number: [redacted]
Account number: [redacted]
Beneficiary: The National Garden of American Heroes

International Wire Instructions to Chain Bridge Bank, N.A.

Intermediary Bank (Intermediary Agent):
Pacific Coast Bankers' Bank (PCBB)
1676 N. California Blvd, Suite 300,
Walnut Creek, California, United States 94596
SWIFT/BIC: [redacted]
ABA routing number: [redacted]

Beneficiary's Bank (Creditor Agent):
Chain Bridge Bank, N.A.
1445-A Laughlin Ave
McLean, Virginia, United States 22101
Beneficiary: The National Garden of American Heroes
U.S. ABA routing number: [redacted]
Beneficiary account number: [redacted]

PHILANTHROPIC SUPPORT AGREEMENT
Between the
NATIONAL PARK SERVICE,
THE WHITE HOUSE AND PRESIDENT'S PARK
And the
EXECUTIVE RESIDENCE AT THE WHITE HOUSE,
EXECUTIVE OFFICE OF THE PRESIDENT
And the
THE TRUST FOR THE NATIONAL MALL

This Philanthropic Support Agreement (Agreement) is entered into between the National Park Service (NPS), a Bureau of the U.S. Department of the Interior (DOI), the Executive Residence at the White House (EXR), a component of the Executive Office of the President (together, the Federal Parties), and The Trust for the National Mall (the Partner) (collectively, the Parties) to provide the legal and policy framework supporting the achievement of mutual goals and funding needs for the East Wing Modernization and State Ballroom project at the White House and President's Park (the Park).

The NPS recognizes both private and corporate philanthropy as noble traditions for the establishment and support of national parks and vital elements of the success of today's National Park System. A number of national parks exist because motivated citizens contributed time, talent, and funds to create them. Gifts of land or easements have helped establish or enlarge many parks. Corporate sponsorships have helped meet park needs and helped launch NPS Centennial initiatives. Philanthropic support helps fund park and visitor center improvements, youth programs, cultural preservation, resource management and other vital programming. Philanthropy offers people opportunities to participate actively in the creation and care of their national parks in the 21st century. The NPS embraces philanthropic support as a key strategy for stewardship of the parks and programs entrusted to our care. The NPS and partners promote partnerships as a way to accomplish mutual goals, leverage resources, increase productivity and collective competencies, and nurture a supportive and collaborative culture for the benefit of parks and the public.

I. <u>Background</u>

The NPS is charged with the responsibility to administer the National Park System, which contains areas and programs reflecting the natural, cultural, and historical heritage of the Nation. The NPS mission is to preserve and manage these areas and programs for the benefit and inspiration of all the people of the United States and to cooperate with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

The White House and President's Park (Park) serve as a private residence, the official workplace of the President, a museum, and a national park. Every president except George Washington has called the White House and its surrounding grounds his place of work, rest and solitude. Recognizable around the world, the White House stands as a symbol of democracy. The NPS administers the Park pursuant to the NPS Organic Act, 54 U.S.C. 100101 et seq., and works with components of the Executive Office of the President (including, in particular, the Executive Residence at the White House), the White House Military Office, the U.S. Secret Service, and the U.S. General Services Administration, to ensure both the preservation and use of one of the most recognized houses in the world and its grounds included within the Park.

The Executive Residence at the White House provides for the use of the White House and its grounds as the official home of the President and his family, supports the official ceremonial functions of the President, and works with the NPS and other entities to promote the preservation and public appreciation of the White House and its contents.

The Trust for the National Mall is a 501(c)(3) nonprofit, nonpartisan, partner of the National Park Service dedicated to the restoration and educational enrichment of the National Mall and the White House and President's Park. The Trust's office is located at 1717 Pennsylvania Avenue, NW, Suite 250, Washington, D.C. 20006. The Trust is a philanthropic partner for the Park pursuant to a 2020 Philanthropic Partnership Agreement between the Trust and the NPS (2020 PPA). The Parties have successfully collaborated on multiple projects in the Park, including the construction of the Tennis Pavilion, the 2019 Rose Garden improvements, and the 2025 Rose Garden improvements.

The Comprehensive Design Plan for the White House and President's Park (2000) identified the need for expanded event space to address growing visitor demand and provide a venue suitable for significant events. Successive administrations have recognized this need as an ongoing priority. The President of the United States has set a priority to modernize the East Wing of the White House and East Colonnade (together the East Wing) and to construct a state ballroom to host official functions (collectively, the Project). The Project will directly benefit the American people by expanding the White House's ability to host large indoor events, celebrate America's history through new interpretive opportunities, and create a symbolic space for events of national importance, reinforcing shared civic identity and pride. The Parties wish to work together to secure donated funds to construct and otherwise support the Project.

II. <u>Legal Authority</u>

The NPS enters into this Agreement pursuant to 54 U.S.C. § 100101 (the NPS Organic Act), which authorizes the NPS to take actions in furtherance of the NPS mission; 54 U.S.C. §101101, which authorizes the NPS to accept donations of land, buildings, or other property within a system unit and money that may be donated for the purposes of the System and includes the authority to identify donors and solicit donations; Section 1 of Public Law 87-286 (3 U.S.C. § 110 note), which directs the NPS to administer the President's Park enclosure pursuant to the NPS Organic Act and all other Acts supplementary thereto, and 54 U.S.C § 101701, which authorizes the Secretary to enter into agreements with individuals and entities to share costs and services in support of NPS projects.

EXR enters into this Agreement pursuant to the first section of Public Law 87-286 (3 U.S.C. § 110 note), which provides for the President to use and occupy the buildings and grounds of the

White House as the home of the President and his or her family; 3 U.S.C. 105(d), which provides for the President to repair, alter, and improve the Executive Residence; and provisions of annual appropriations Acts, e.g., title II of division B of the Further Consolidated Appropriations Act, 2024 (Public Law 118-47).

III. <u>Responsibilities of the Parties</u>

Subject to the terms and conditions set forth in this Agreement:

A. **<u>Joint Responsibilities of the Parties.</u>** The Parties shall:

1. Respect the roles that donors, volunteers, philanthropic partners, and NPS staff play in achieving goals and fulfilling the mission of the National Park Service and the Park.

2. Expedite decisions and agreements considered vital to the Parties' mutual goals with respect to the Project.

3. Resolve any issues that arise as expeditiously as possible.

4. Consult with one another prior to making any statements to the media or any public news outlet about the Project or about the respective roles of each of the Parties with regard to the Project.

5. Work together in good faith to resolve differences at the organizational level of the Key Officials listed in this Agreement prior to elevating matters within the Partner's organization or within the government.

6. Promote and utilize best practices relating to philanthropy in all activities related to this Agreement, such as those expressed within NPS Director's Order 21 (DO 21) on Donations and Philanthropic Partnerships, and Reference Manual 21, as well as the Donor's Bill of Rights which is available at: <u>http://www.afpnet.org/Ethics/EnforcementDetail.cfm?ItemNumber=3359.</u>

7. Follow applicable laws and regulations with respect to donor recognition, including those found in section 3054 of Public Law 113-291; 36 CFR 5.1; and, Attachment A.

8. Preserve the anonymity and privacy of any donor who wishes to remain anonymous, to the maximum extent practicable consistent with law.

9. Agree that the Partner may retain an administrative fee of 2.5% of the first $200 million in cash donations (or donations of other assets that can be liquidated) received by the Partner under this Agreement (i.e., up to $5 million); after the first $200 million in donations have been received and

processed, the Partner's administrative fee for any additional donated amounts received and processed by the Partner under this Agreement will be 2% of any such amounts. Following completion of the Project as determined by EXR, the Parties shall determine the appropriate use of any excess funds in accordance with any applicable legal requirements.

10. Agree that the Partner will transfer funds from the donations received by the Partner under this Agreement to the Federal Parties, as appropriate, to be used for the payment of costs in support of the Project upon receipt of a written request, including a description of products and/or services and costs, for such funds. The Partner will not be requested to transfer funds in advance of actual receipt and availability of such funds for transfer.

B. **Responsibilities of the NPS.** The NPS shall:

1. Authorize the Partner to accept donations in an amount sufficient to cover all costs to complete the Project as determined by EXR.

2. Provide guidance and assistance to the Partner, on request, to help them meet applicable requirements of DO 21 and other laws and regulations that relate to the acceptance of donations in furtherance of the Project.

C. **Responsibilities of EXR:** EXR shall:

1. Identify potential donors for the Project on behalf of the NPS.

2. Refer potential donors to the Partner and communicate their contact information to the Partner, including whether the potential donor wishes to donate anonymously.

3. Timely provide information requested by the Partner to fulfill the Partner's responsibilities under this Agreement.

D. **Responsibilities of the Partner**: The Partner shall:

1. Establish and maintain a collaborative relationship with the EXR and the NPS (Federal Parties) in order to manage and process donations to support and fund the completion of the Project.

2. Be qualified to make and accept philanthropic donations for the Project under applicable state and federal laws and follow all state/federal requirements before making or accepting such donations.

3. Review proposed donations of funds to ensure that they meet NPS needs, requirements, and specifications consistent with the standards in DO 21 Section 5 (Donor Review) and the Donor Review Process (Attachment A). Notwithstanding Sections 5.1 and 5.4 of DO 21, the Partner is responsible for vetting all indirect donations irrespective of amount and may accept donations from companies that produce or distribute alcohol and/or tobacco.

4. Enter into donation or gift agreements with all potential donors in advance of receipt of funds and work with donors to ensure that their donation is properly documented.

5. Submit any materials that are intended for public distribution and that refer to the Federal Parties, the Project, or this Agreement to the Federal Parties for advance review and approval.

6. Conform to industry standards of best practices and ethics related to philanthropic activities and corporate social responsibility, as well as applicable local, state, and federal government laws and regulations.

7. Ensure that the Partner's Articles of Incorporation or State Operating Agreement (Attachment E to the 2020 PPA) and bylaws (Attachment F to the 2020 PPA) are consistent with the terms of this Agreement, and that it maintains its tax-exempt status consistent with the determination letter from the Internal Revenue Service (Attachment G to the 2020 PPA).

8. Maintain the anonymity of Project donors to the extent provided by law and not publicly recognize any such donor unless explicitly authorized in writing by EXR.

9. Not solicit any donor that was referred to the Partner as part of the Project for any other project, unless the Partner has a preexisting relationship with the donor or the donor initiates contact with the Partner and makes independent inquiries about other projects.

IV. Term

Unless earlier terminated in accordance with Article V.A, this Agreement shall remain in effect until receipt of all donations pledged and a decision is made by the Parties on the appropriate use of the excess funds after final disbursements for the Project.

V. Termination and Disposition of Assets

A. <u>Termination</u>

1. Any Party may terminate this Agreement for any reason by giving advance written notice to the others. Termination shall be effective sixty (60) calendar

days from the date of receipt of the notice, or upon the termination date specific in the notice, whichever is later.

2. Any Party may immediately terminate this Agreement for a material breach of this Agreement by another Party. In this event, this Agreement shall terminate upon the breaching Party's receipt of a written Notice of Termination for Breach. Alternatively, the non-breaching Party may provide the breaching Party with an opportunity to cure the breach by a date specified in a cure letter. If the breach is not cured to the satisfaction of the non-breaching Party by the specified date, this Agreement will terminate upon the breaching Party's receipt of a notice of termination for breach.

3. Unless expressly provided for in this Agreement or related agreements, no Party shall be liable for any costs, damages, or other claims that result directly or indirectly from termination of this Agreement. All other rights and claims of the Parties shall be preserved.

B. Disposition of Assets Upon Termination

Upon the termination or expiration of this Agreement or cessation of the operations of the Partner for any reason and subject to the applicable laws pertaining to the State in which the Partner was incorporated, those funds held "for the benefit of the NPS" (defined within Article VII, Clause F), including all interest and earnings thereon (excluding any administrative fees which the Partner is entitled to retain under this Agreement and any accrued interest on such administrative fees), and all in-kind contributions held "for the benefit of the NPS", shall be transferred to the NPS or to a third party deemed acceptable by the NPS (under such terms and conditions as are deemed acceptable by the NPS) for use consistent with the purposes for which the donations were made. Nothing herein shall prevent the Partner from satisfying allowable outstanding obligations and legal requirements reasonably incurred in association with this Agreement prior to the termination or expiration of this Agreement.

VI. Insurance

Insurance requirements shall be governed by the 2020 PPA between the Partner and the NPS.

VII. Financial Matters

A. In General. The Partner shall maintain proper financial management procedures, accounting records, and reporting, shall provide certain information to NPS, and shall submit to applicable inspections or audits consistent with the terms of the 2020 PPA between the Partner and the NPS. The NPS will maintain proper internal controls as required by the Office of Management and Budget's (OMB)

Circular A-123 to ensure proper handling and expenditure of donated funds provided by the Partner.

B. <u>Definition of "For the Benefit of the NPS</u>." "for the benefit of the NPS" means donations of money (including interest and earnings thereon) and/or in-kind donations that were solicited for the express or implied purpose of using them, whether in whole or in part, to support the NPS, or the NPS's projects, programs or resources, including the Project.

C. <u>Anonymity</u>. Any audit related to this Agreement must preserve the anonymity and privacy of any donor who wishes to remain anonymous, to the maximum extent practicable, consistent with law.

VIII. <u>Key Officials and Notices</u>

A. <u>Key Officials</u>. Each Party shall designate one or more key personnel to be responsible for coordination and communication between the Parties in connection with the activities to be performed pursuant to this Agreement (Key Official). Upon written notice to the other Parties, any Party may designate an alternate or liaison to act in the place of the designated Key Official, or designate a new Key Official.

For the NPS:

John Stanwich
National Park Service Liaison to the White House
Office of the NPS Liaison to the White House
1849 C Street NW
Washington DC 20240
Phone: (b)(6) [redacted]
Fax: (b)(6) [redacted]
E-Mail: (b)(6) [redacted]

For Executive Residence at the White House:

Joshua Fisher
Assistant to the President and Director of Management & Administration
Director of the Office of Administration
1650 Pennsylvania Avenue
Washington, DC 20502
E-Mail: (b) (6) [redacted]

For the Partner:

Cindy Willmann
Chief Operating Officer
Trust for the National Mall
1717 Pennsylvania Avenue NW, Ste. 250
Washington, DC 20006
E-Mail: [redacted]

B. Notices. Notices from one Party to the other Party with respect to this Agreement shall be in writing and delivered by mail, personal delivery, electronic delivery, or other appropriate means, to the first listed Key Official of the other Party at the address or contact number indicated above, or at such other address or contact number for such Key Official as may be provided by the other Party from time to time and shall be considered to have been delivered upon receipt at the specified address of such Key Official or such other person as mutually agreed by the Parties.

IX. Standard Clauses.

A. Non-Discrimination. All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, executive orders, or policies prohibiting such discrimination. Should any Party enter into any contract to carry out the activities pursuant to this Agreement, such Party will include a term requiring the other party to such contract to certify that it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

B. Federal Appropriations. Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the NPS, the Department of the Interior, EXR, or the United States to any current or future expenditure of funds in excess or advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate the NPS, the Department of the Interior, EXR, or the United States to spend funds on any particular project or purpose, even if funds are available.

C. Limitations on Lobbying. Consistent with 18 U.S.C. § 1913, to the extent that the Partner commits in this Agreement or any related agreement to raise funds from non-federal sources for a particular purpose or project to benefit the NPS, or to donate funds for these purposes, the Partner agrees that it will not lobby for or otherwise seek the appropriation of funds from Congress to meet that commitment. The Partner may not use any appropriated funds (including property, utilities, or services acquired with, or supported by, Congressionally-appropriated funds) to lobby or attempt to influence Congress or any official of any government.

D. Compliance with Applicable Laws. This Agreement and performance hereunder is subject to all Laws whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed in any way as impairing the authority of the Federal Parties to: (i) supervise, regulate, and administer their property under Laws and management plans or policies as they may be modified from time-to-time; or, (ii) be inconsistent with, or contrary to, the purpose or intent of any Act of Congress.

E. Disclaimers of Endorsement. The Parties shall not publicize or circulate any materials (including advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications) suggesting, expressly or implicitly, that the United States of America, the Department of the Interior, EXR, NPS, Partner, or any EXR, NPS or Partner employee, or member of the First or Second Family endorses any business, brands, goods or services.

F. Merger. This Agreement contains all the terms and conditions agreed to by the Parties, and supersedes any prior agreements between the Parties, with respect to the subject matter hereof.

G. Modifications. This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by all Parties.

H. Waiver. No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

I. Assignment; Binding Effect. No Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The Parties waive the defense of lack of consideration.

J. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile or electronic transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

K. <u>Member of Congress</u>. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

L. <u>No Agency</u>. The Partner is not an agent or representative of the United States, the Department of the Interior, the NPS, or EXR, nor will the Partner represent itself as such to third parties. EXR employees, NPS employees, representatives of the United States and the Department of the Interior are not agents of the Partner and will not represent themselves as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, general or limited partnership or joint venture as between the Partner and the NPS.

M. <u>Non-Exclusive Agreement</u>. This Agreement in no way restricts either the Parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

N. <u>No Third-Party Beneficiaries</u>. Unless expressly stated herein, nothing in this Agreement is intended to grant any legally enforceable rights or provide any benefits to any third party.

O. <u>Survival</u>. The terms of this Agreement that by their nature are reasonably intended by the Parties to survive expiration or termination shall survive expiration or termination of this Agreement.

P. <u>Partial Invalidity</u>. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Laws.

Q. Interpretation. The headings of the Articles in this Agreement are inserted only as a matter of convenience and shall in no way be construed to define or limit the scope or intent, or affect the meaning or interpretation, of this Agreement. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." This Agreement shall not be construed in favor of or against any Party by reason of the extent to which such Party or its professional advisors participated in the preparation of this Agreement or based on a Party's undertaking of any obligation under this Agreement.

R. Further Assurances. If reasonably requested by one Party, the other Parties shall execute and deliver such other documents and take such other action as may be necessary to effect the terms of this Agreement.

S. Disputes and Venue. The Parties agree that in the event of a dispute between them, they shall promptly use their commercially reasonable best efforts to resolve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the Parties. The Parties agree that the venue to commence litigation of any disputes stemming from this Agreement shall be a Federal court with appropriate jurisdiction.

X. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date the last signature is affixed.

NATIONAL PARK SERVICE

By: JESSICA BOWRON Digitally signed by JESSICA BOWRON Date: 2025.10.07 15:45:08 -04'00'

Name: Jessica Bowron **Date:** ______________

Title: NPS Comptroller, exercising the delegated authority of the Director

EXECUTIVE RESIDENCE AT THE WHITE HOUSE

By: ______________________

Name: Joshua Fisher **Date:** 10/8/25

Title: Assistant to the President and Director of Management & Administration Director of the Office of Administration

THE TRUST FOR THE NATIONAL MALL

By: ______________________
~~**Name:**~~ Catherine Townsend **Date:** 10-7-25
Title: President and CEO

ATTACHMENT

Attachment A –Donation Review and Donor Recognition Process

ATTACHMENT A - DONATION REVIEW AND DONOR RECOGNITION PROCESS

The Parties share a mutual objective that the Partner's donation activities not give rise to an appearance of a loss of integrity or impartiality or otherwise reduce public confidence in the Partner or the NPS. Therefore, the Partner agrees to exercise due diligence in accepting donations consistent with the following:

(A) Definitions - For the purposes of this Attachment A, the following definitions apply:

(i) "Donor" shall include individuals; business entities, including parent companies, majority-owned subsidiaries and affiliates and any related corporate partner as to which a majority of the partner's directors are also employees, officers, or directors of the corporation; and any state, local, or tribal government, or a subdivision thereof. Persons who are both employees and officers or directors of corporations, i.e., excluding independent, outside directors acting on their own behalf, or who hold comparable positions of control in a business entity, or who have interests that are subject to regulation by the NPS, shall be treated as business entities regardless of whether their contribution comes from their personal funds.

(B) Donation Review Process

(i) For donations or planned series of donations in excess of $25,000 in cash or in-kind, from Donors, the Partner will take reasonable efforts to determine whether the Donor:

(a) Is currently involved in litigation or other controversy involving the NPS or the Department of the Interior or any of its other bureaus. See DO 21, section 5.1.1;

(b) Is currently engaged in or seeking a business or permit relationship with the NPS. Because the potential exists for an actual conflict of interest, or the appearance of a conflict of interest, donations from business entities engaged in or seeking concession contracts with the NPS must be approved in writing by the Director of the NPS. See DO 21, section 5.1.1. Entities that have contracts with the NPS or the DOI can be found here: https://www.fpds.gov/fpdsng_cms/index.php

This site includes a search engine that allows one to search by corporation and the NPS and/or the DOI to determine if there are contracts between the two;

(c) Has been debarred from contracting with the Department of the Interior or another federal government agency (entities that have been debarred can be found here: https://www.epls.gov/);

(d) Has a recent public history of violations, whether criminal or civil in nature, as disclosed by an Internet search, for which acceptance of the donation could lead to public controversy;

(e) Is seeking to involve the donation with marketing or advertising;

(f) Is a foreign national or foreign entity. The Partner will not accept donations from such entities, regardless of the dollar amount. To the extent there is uncertainty as to whether a donor is a foreign national or foreign entity, the Partner may consult with EXR.

(ii) The Partner will consult with the NPS before accepting donations, including grants, from state, local, or tribal governments.

(iii) In the event that the Partner, after reasonable efforts, concludes that one or more of the above factors is applicable, the Partner may inform the Federal Parties' Key Officials (or his or her designate) so that the Partner can assist the Federal Parties in determining whether to accept the donation.

(iv) The Federal Parties will use its best efforts to complete any approval required of it under this Agreement as soon as practicable. The Federal Parties will promptly notify the Partner as to whether or under what circumstances to accept the donations intended to be spent on the Project or provide donor recognition.

(v) Notwithstanding Sections 5.1 and 5.4 of DO 21, the Partner is responsible for vetting all indirect donations irrespective of amount and may accept donations from companies that produce or distribute alcohol and/or tobacco.

(C) Anonymity - Notwithstanding subsection (B), the Parties will preserve the anonymity and privacy of any donor who wishes to remain anonymous, to the maximum extent practicable consistent with law.

(D) Donor Recognition - The Parties will follow applicable laws and regulations with respect to donor recognition, including those found in section 3054 of Public Law 113-291 and 36 CFR 5.1