

2009 FEB -11 P 1: 57

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Judith L. Corley
PHONE (202) 434-1622
FAX (202) 654-9120
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February 3, 2009

Thomasenia Duncan, Esq.
General Counsel
Federal Election Commission
999 E Street, NW
Washington, DC 20463

AOR 2009-02

Re: Advisory Opinion Request - The True Patriot Network, LLC

Dear Ms. Duncan:

We are writing on behalf of The True Patriot Network, LLC, pursuant to 2 U.S.C. § 437f, to request an advisory opinion from the Federal Election Commission. We ask that the Commission find that an individual who seeks protection from liability through membership in a limited liability company is still treated as an individual for all purposes under the federal campaign finance laws.

FACTUAL BACKGROUND

The True Patriot Network ("TPN") was created in 2007 by Nicolas Hanauer and Eric Liu. TPN was originally an unincorporated association, with all costs associated with TPN paid by Mr. Hanauer from his personal funds. TPN has recently organized itself as a limited liability corporation ("LLC") in the state of Washington. The purpose of the change in legal status was simple: to protect Mr. Hanauer, Mr. Liu, and TPN and its staff and supporters from any personal liability that might arise from the activities of TPN. As an LLC, TPN will have a single member, Nicolas Hanauer, and will continue to be funded exclusively by the personal funds of Mr. Hanauer. TPN has not elected to be treated as a corporation under the Internal Revenue Code.

In 2007, Mr. Hanauer and Mr. Liu jointly published a book, *The True Patriot*, containing a discussion of their views on the fundamental principles of patriotism and a call to action by Americans to embrace these principles in their lives. The book is available at <http://www.trupat.org/bookreader> (last visited Jan. 31, 2009).

91004-0003 LEGAL.15207485.1

ANCHORAGE · BEIJING · BELLEVUE · BOISE · CHICAGO · DENVER · LOS ANGELES · MENLO PARK
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Perkins Coie LLP and Affiliates

Thomasenia Duncan, Esq.

February 3, 2009

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The True Patriot Network was established to help with these efforts. As discussed on its website, TPN is designed to bring together individuals and organizations to discuss true patriotism, to promote the principals of true patriotism and to educate the public and public officials on these principles. As stated on the website: "We aim to connect with Americans, who are interested in changing our politics and culture, and bringing them more in line with the progressive patriotic values we've set forth in our book." See, <http://www.trupat.org/about> (last visited Jan. 31, 2009).

During 2007 and 2008, TPN held a number of public events and public appearances featuring Mr. Liu and Mr. Hanauer talking about the principles in their book. It began the creation a social network of individuals and organizations with a view toward linking them together to amplify their voices on this subject. They sponsored an essay contest for high school students on "What Patriotism Means to Me." The winner of the contest received a \$25,000 college scholarship from TPN. It published several newspaper and magazine advertisements and a short film discussing what it true patriotism means.

TPN intends to continue to undertake these activities as its primary mission. It is anticipated that the activities described above will take the majority of the time and finances of the organization. TPN would, however, like to expand its activities to include communications and other activities that influence federal elections. After identifying federal elected officials who share the principles and ideals of TPN, TPN would like to publicly endorse and urge support for these elected officials and/or the parties that support them. These communications could take any number of forms: information on the TPN website, newspaper advertisements, mailings, or television advertisements, among others. In carrying out these federal election influencing activities, no one acting on behalf of TPN will undertake any activity that could be construed as coordination with a federal candidate or party committee, as that term is defined in the FEC's regulations at 11 C.F.R. § 109.21.

ISSUE PRESENTED

Under the Federal Election Campaign Act ("FECA") of 1971, as amended, and the Federal Election Commission ("FEC") regulations implementing those laws, is an LLC with only a single natural person as a member, funded exclusively with the personal funds of that individual, and not electing to be taxed as a corporation treated for all purposes in the same manner as an individual would be treated under the statute and regulations?

Specifically, may TPN make contributions and expenditures, as defined under FECA and FEC regulations, subject only to the limitations and disclosure requirements imposed on individuals?

LEGAL DISCUSSION

Under regulations promulgated in 1999, the Federal Election Commission addressed how a limited liability company with a single member would be treated for contribution limit purposes. At 11 C.F.R. § 110.1(g)(4), the regulations state:

A contribution by an LLC with a single natural person member that does not elect to be treated as a corporation by the Internal Revenue Service pursuant to 26 C.F.R. § 301.770-3 shall be attributed only to that single member.

The regulations do not address any other activity by a single member LLC. Nor has the FEC issued any advisory opinions interpreting the regulations with respect to other activities by such an LLC.

The rationale behind this regulation supports the conclusion that expenditures by an LLC should be treated no differently than contributions. In determining how to treat contributions by LLC entities under the FECA, the FEC looked by analogy to contributions by partnership entities. Under the FECA and FEC regulations, partnership contributions are attributed to both the partnership and to the individual partners. 11 C.F.R. § 110.1(e). In comments during the LLC rulemaking, however, the IRS noted that a single member LLC may not elect to be taxed as a partnership, but is treated rather as a disregarded entity (assuming it does not elect to be treated as a corporation for tax purposes.) Relying on this IRS regulation, the Commission concluded that contributions by a single member LLC should be treated the same way – disregarding the LLC as a separate entity, contributions were attributed to the single member as an individual. The Explanation and Justification to the regulations states:

Because of the unity of the member and the LLC in this situation, it is appropriate for attribution of the contribution to pass through the LLC and attach to the single member under these circumstances.

Treatment of Limited Liability Companies Under the Federal Election Campaign Act, 64 Fed. Reg. 37,397, 37,400 (July 12, 1999).

TPN is not a political committee: Its major purpose is non-electoral, not for the purpose of nomination or election of federal candidates. TPN does not receive funding from more than one individual and the funds it receives are not for the purpose of influencing federal elections, since all funds from Mr. Hanauer are given on an unrestricted basis, for use by TPN in its discretion. Expenditures by TPN to influence federal elections would not constitute the majority of TPN's activities. Although, as stated, TPN does not intend to coordinate any of its activities with federal candidates, if it did, the expenditures it would make to influence federal elections

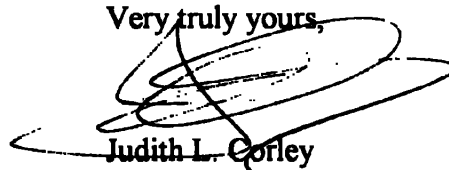
Thomasenia Duncan, Esq.
February 3, 2009
Page 4

would be considered contributions, subject to Section 110.1(g)(4) – that is, attributed as contributions by an individual. There is no reason to treat expenditures by TPN any differently.

Further, there is no rational basis for an individual to be treated less favorably under the law than a political committee. A political committee may incorporate for liability purposes, 11 C.F.R. § 114.12, and it remains a political committee under the FECA, not subject to the more onerous restrictions on campaign activity placed on other corporations. An individual should be able to adopt similar liability protections through membership in an LLC, and still be treated under the Act as an individual.

For these reasons, The True Patriot Network, LLC, respectfully requests issuance of an advisory opinion. Should you have any questions or need additional information, please do not hesitate to contact the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Judith L. Corley", is written over a circular stamp or seal. The signature is somewhat stylized and overlaps the text below it.

Judith L. Corley
Counsel to The True Patriot Network, LLC



"Corley, Judy (Perkins Coie)"
 <JCorley@perkinscoie.com>
 02/11/2009 04:15 PM

To <DAdkins@fec.gov>
 cc
 bcc
 Subject Information for True Patriot Network Advisory Opinion Request

2009 FEB 11 P 4:44
 OFFICE OF THE CLERK
 FEDERAL ELECTION COMMISSION

History: This message has been forwarded.

David -

Please find attached the organizing documents for The True Patriot Network ("TPN"). In addition, I have some clarifications on the questions you all were asking in our earlier phone conversation:

- TPN currently has two employees, both of whom are paid by TPN.
- The group sign-up page on TPN's website is very new and has not been fully implemented yet. They currently do not have any groups who have signed up. They intend, as this feature becomes more active, to connect the different groups with each other to work on similar projects or to learn for one another's experiences.
- Eric Liu is not an employee of TPN and does not have a title with the organization. He will be paid as a consultant for TPN on an as-billed basis.
- This will confirm that the only funds TPN currently receives and anticipates receiving in the future are the personal funds of Mr. Hanauer. They do not accept any donations, solicited or unsolicited, and are not paid for services or appearances.
- Mr. Hanauer will be the final decision-maker on all TPN actions and positions, including any political communications that TPN makes, with employees and consultants playing advisory roles.
- TPN does not currently have a definitive budget for its operations in the future, so does not have a set amount established for spending on political communications or other electoral activities, but it does not anticipate that its political activity would exceed 5-10% of TPN's entire budget at the most.

If you have any questions or need additional information, please let me know.

Perkins Coie LLP

IMPORTANT TAX INFORMATION: This communication is not intended or written by Perkins Coie LLP to be used, and cannot be used by the taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer under the Internal Revenue Code of 1986, as amended.

NOTICE: This communication may contain privileged or other confidential information. If you have received by reply email and immediately delete the message and any attachments without copying or disclosing the con



7471814 SQWA.PDF True Patriot LLC Agreement.DOC



Washington
Secretary of State
SAM REED

Corporations Division
James M. Dolliver Building
801 Capitol Way South
PO Box 40234
Olympia, WA 98504-0234
Tel 360.753.7115
Fax 360.664.8781
TDD 360.753.1485
www.secstate.wa.gov/corps

Congratulations:

You have completed the initial filing to create a new business entity. **The next step in opening your new business is to complete a Master Business Application.** You may have completed this step already. The Master Business Application can be completed online or downloaded at: <http://www.dol.wa.gov/business/file.html>

If you have any questions about the master application, or would like a master application package mailed to you, please call the Department of Licensing at 360-664-1400.

If you have questions about report and registered agent requirements, please contact the Corporations Division at 360-753-7115 or visit our website at: <http://www.secstate.wa.gov/corps>

IMPORTANT

To keep your filing status active and avoid administrative dissolution, you must:

1. **File an Initial Annual Report within 120 days of the date your corporation or limited liability company (LLC) was filed.** The date of filing is stated on your certificate. Please complete and return the enclosed Initial Annual Report, together with the \$10 filing fee.
2. **File an Annual Report and pay the annual license fee each year before the anniversary of the filing date for the entity.** The registered agent will be sent notice of the Annual Report requirement. But it is the corporation or LLC's responsibility to file the report even if no notice is received.
3. **Maintain a Registered Agent and registered office in this state.** You must notify the Corporations Division if there are any changes in your registered agent, agent's address, or registered office address. Failure to notify the Corporations Division of changes will result in misrouted mail, and possibly administrative dissolution.

If you have questions about report and registered agent requirements, please contact the Corporations Division at 360-753-7115 or visit our website at: <http://www.secstate.wa.gov/corps>

C T CORPORATION SYSTEM
1801 WEST BAY DR NW STE 206
OLYMPIA, WA 98502

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF FORMATION

to

THE TRUE PATRIOT NETWORK, LLC

a/an WA Limited Liability Company. Charter documents are effective on the date indicated below.

Date: 1/28/2009

UBI Number: 602-894-406

APPID: 1353922



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State



INITIAL ANNUAL REPORT
FEE: \$10.00

RETURN COMPLETED FORM AND PAYMENT TO:
 (Checks made payable to "Secretary of State")

Corporations Division
 801 Capitol Way South
 PO Box 40234
 Olympia, WA 98504-0234

Entity Name: THE TRUE PATRIOT NETWORK, LLC

Payment Due By: 5/28/2009

Unified Business Identifier: 602-894-406

State of Incorporation: WA

Inc./Qual. Date: 1/28/2009

TO AVOID DISSOLUTION/REVOCAION, AN INITIAL ANNUAL REPORT MUST BE FILED AND PROCESSED PRIOR TO: 5/28/2009

<p>Current Registered Agent/Office</p> <p>C T Corporation System 1801 West Bay Dr Nw Ste 206</p> <p>Olympia, WA98502</p>	<p>Registered Agent/Office Changes (Changes must be approved by the Board of Directors)</p> <p>New Registered Agent Name _____</p> <p>Consent to Appointment _____ <i>Signature of New Registered Agent</i></p> <p>Required Street Address _____</p> <p>City _____ State WA Zip Code _____</p> <p>Optional Mailing Address _____</p> <p>City _____ State WA Zip Code _____</p>
--	--

INITIAL ANNUAL REPORT SECTION MUST BE FILLED IN COMPLETELY - TYPE OR PRINT IN BLACK INK

Principal place of business in WA _____ WA _____
 Address City Zip

Telephone () _____ Email _____ Nature of Business _____

Foreign Entities - Principal office address in state/country of Origin

Address City State Zip Country

CORPORATION: Print or type names and addresses of corporate officers and directors including President, Vice President, Secretary, and Treasurer. If applicable the Chair of the Board of Directors and Directors. **LLC:** Print or type names and addresses of Members or Managers. (attach additional list if necessary)

Name	Title	Address	City	State	Zip

SIGNATURE Signature of Chairman of the Board, Officer, Member or Manager listed above Type or Print Name and Title Date

FILED
SECRETARY OF STATE

JAN 28 2009

STATE OF WASHINGTON

**CERTIFICATE OF FORMATION
OF
THE TRUE PATRIOT NETWORK, LLC**

602 894 406

The undersigned, for the purpose of forming a limited liability company under Title 25 of the Revised Code of Washington, hereby executes the following Certificate of Formation.

ARTICLE I. NAME

The name of the limited liability company is The True Patriot Network, LLC.

ARTICLE II. REGISTERED AGENT AND OFFICE

The name of the initial registered agent of the limited liability company is CT Corporation System and the address of the initial registered office of the limited liability company is 1801 West Bay Drive NW, Suite 206, Olympia, Washington 98502.

ARTICLE III. PRINCIPAL PLACE OF BUSINESS

The address of the principal place of business in the state of Washington is 1000 Second Avenue, Suite 1200, Seattle, Washington 98104.

ARTICLE IV. DATE OF DISSOLUTION

The duration of the limited liability company shall be perpetual.

ARTICLE V. MANAGEMENT

The management of the limited liability company shall be vested in one or more managers.

ARTICLE VI. EFFECTIVE DATE OF CERTIFICATE

The effective date of this Certificate of Formation is the date of filing by the Secretary of State of the State of Washington.

ARTICLE VII. SIGNATORY

The name and address of the person executing this Certificate of Formation are as follows:

Name

Address

Steven Glasgow

1201 Third Avenue Suite 4800
Seattle, WA 98101

Dated: January 27, 2009



Steven Glasgow

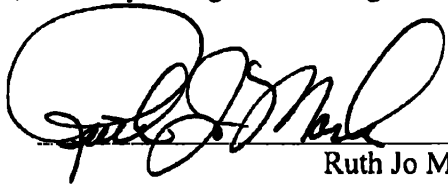
CONSENT TO SERVE AS REGISTERED AGENT

I, CT CORPORATION SYSTEM, hereby Consent to serve

As Registered Agent in the State of Washington, for the following:

THE TRUE PATRIOT NETWORK, LLC

I understand that as agent, it will be my responsibility to receive service of process; to forward all mail; and to immediately notify the Office of the Secretary of State in the event of my resignation, or of any changes in the Registered Office address.



Date 1-28-09

Ruth Jo Marks

Special Assistant Secretary

Agent address
1801 West Bay Drive NW, Ste.206
Olympia Wa 98502

**LIMITED LIABILITY COMPANY AGREEMENT
OF
THE TRUE PATRIOT NETWORK, LLC**

**LIMITED LIABILITY COMPANY AGREEMENT
OF
THE TRUE PATRIOT NETWORK, LLC**

This Limited Liability Company Agreement of The True Patriot Network, LLC (the "**Company**") is effective as of January 28, 2009, by and between the Company and Nicolas J. Hanauer (the "**Member**") for the purpose of forming a limited liability company pursuant to the provisions of the Washington Limited Liability Company Act, as provided in Chapter 25.15 RCW, as amended (the "**Washington Act**").

For and in consideration of the mutual covenants contained in this Agreement, the Company and the Member agree as follows:

1. Organization of the Company

1.1 Name

The name of the Company is The True Patriot Network, LLC, or such other name as the Manager may from time to time hereafter designate.

1.2 Formation

The Member has formed the Company as a limited liability company under the Washington Act.

1.3 Certificate of Formation

The term of the Company commenced upon the filing of the Certificate of Formation with the Secretary of State of the State of Washington on January 28, 2009, and shall be perpetual unless earlier terminated and dissolved pursuant to Section 12.

1.4 Registered Agent

The registered office and registered agent of the Company may be changed by the Manager from time to time.

2. Definitions; Rules of Construction

In addition to terms otherwise defined herein, the following terms are used herein as defined below:

"Agreement" means this Limited Liability Company Agreement as originally executed and as amended or restated from time to time.

"Manager" means the Manager designated in Section 6.

"Member" means the Member identified in Section 5.

"Unit" means the limited liability company interest of the Member as acquired by the Member pursuant to Section 7.

"Washington Act" means the Washington Limited Liability Company Act, and any successor statute, as amended from time to time.

Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise, the words "hereof," "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.

3. Purpose

The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Washington Act, as such business activities may be determined by the Manager from time to time.

4. Principal Office

The principal office of the Company, and such additional offices as the Manager may establish, shall be located at such place or places inside or outside the state of Washington as the Manager may designate from time to time.

5. The Member

The name and address of the Member of the Company are:

Nicolas J. Hanauer
1000 Second Avenue, Suite 1200
Seattle, WA 98104

6. Management of the Company

6.1 Manager

The Manager shall be Nicolas J. Hanauer. The Manager shall serve as Manager until the earlier of his resignation, incapacity or death or his replacement by the Member.

6.2 Authority of Manager

The Manager shall have the sole and exclusive right to manage the business of the Company and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Company.

6.3 Limitation on Authority of Manager

The Manager shall not have authority to perform any act in contravention of this Agreement.

6.4 Appointment by Manager

The Manager may appoint, employ or otherwise contract with such other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as the Manager shall determine in his sole discretion. The Manager may delegate to any such officer, person or entity such authority to act on behalf of the Company as the Manager may from time to time deem appropriate in his discretion.

6.5 Execution of Company Documents

When the taking of such action has been authorized by the Manager, any other person specifically authorized by the Manager may execute any contract or other agreement or document on behalf of the Company and may execute and file on behalf of the Company with the Secretary of State of the State of Washington any certificates of amendment to the Certificate of Formation, one or more restated certificates of formation and certificates of merger or consolidation and, upon the dissolution and completion of winding up of the Company, a certificate of cancellation canceling the Certificate of Formation.

7. Capital Contributions

The Member shall, as soon as is reasonably practicable, make an initial contribution to the capital of the Company as described in Exhibit A and shall receive in exchange therefore the number of Units set forth in Exhibit A. Thereafter, the Member may make additional capital contributions at such times and in such amounts as the Manager may determine. When the Member makes such additional capital contributions to the Company, it shall confirm in writing the contribution of such assets (subject to indicated liabilities) to the Company, and cause that writing to be included in the Company's books and records.

8. Distributions; Allocations of Income and Loss

Distributions of cash or other assets of the Company to the Member shall be made at such times and in such amounts as the Manager may determine. All distributions and allocations of taxable net income or net loss shall be made to the Member.

9. Books and Records

The Manager shall maintain records and accounts of all operations and expenditures of the Company.

10. Assignments of Company Interest

The Member's interest in the Company shall be transferable in whole or in part without the consent of any other person, and the assignee shall be admitted as a Member and admitted to all the rights of the transferring Member upon execution of a counterpart to this Agreement.

11. Withdrawal

The withdrawal of the Member shall result in the dissolution of the Company pursuant to Section 12.

12. Dissolution

Subject to the provisions of Section 13, the Company shall be dissolved and its affairs wound up and terminated upon the determination of the Member to dissolve the Company.

13. Winding Up

13.1 Responsibility for Winding Up

Upon dissolution of the Company pursuant to Section 12, the Manager may wind up the Company's affairs; however, any competent court, upon cause shown, may wind up the Company's affairs upon application of a legal representative or assignee of the Manager, and in connection therewith may appoint a liquidating trustee.

13.2 Distribution of Assets Upon Winding Up

Upon the winding up of the Company, the assets shall be distributed as follows: (a) to creditors, including the Member should the Member be a creditor, in satisfaction of liabilities of the Company other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to the Member; and (b) the remainder, if any, to the Member.

14. Limitation on Liability

The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member and the Manager of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member or Manager.

15. Indemnification

To the fullest extent not prohibited by law, the Company shall indemnify and hold harmless the Member and the Manager from and against any and all losses, claims, demands, costs, damages, liabilities (joint and several), expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Member or the Manager may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to any business of the Company transacted or occurring while the Member was a Member or a Manager was a Manager, as the case may be, regardless of whether the Member or the Manager continue to be a Member or a Manager of the Company at the time any such liability or expense is paid or incurred.

16. Reliance by Third Parties

This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Member, and its successors and assigns. Specifically (but not by way of limitation), this Agreement is not intended for the benefit of any creditor of the Company or any other person. Except to the extent provided by applicable statute, and then only to that extent, no such creditor or third party shall have any rights under this Agreement or under any other agreement between the Company and the Member, either with respect to any contribution to the Company or otherwise.

17. No Corporation or Partnership Intended for Non-tax Purposes

The Member has formed the Company under the Washington Act, and expressly denies any intent hereby to form a partnership under either the Washington Uniform Partnership Act or the Washington Limited Partnership Act or a corporation under the Washington Business Corporation Act. For federal income tax purposes, the Member intends to treat this entity as a disregarded entity.

18. Amendments

This Agreement may be amended only upon the written consent of the Member.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Washington without giving effect to any choice of law or conflict of law provision or rule (whether of the state of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Washington.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

THE TRUE PATRIOT NETWORK, LLC

MANAGER:

Nicolas J. Hanauer

MEMBER:

Nicolas J. Hanauer

EXHIBIT A

<u>Member Names & Addresses</u>	<u>Capital Contributions</u>	<u>Units Owned</u>
Nicolas J. Hanauer 1000 Second Avenue, Suite 1200 Seattle, WA 98104	<ol style="list-style-type: none">1. Member's right, title, and interest, including without limitation all trademarks, copyrights, patents, trade secrets, and other intellectual property and proprietary rights and all associated goodwill, in the book and manuscript titled "The True Patriot"2. Member's rights, duties, obligations, and interests under that certain Agreement, dated August 28, 2007, between Sasquatch Books, Inc., the Member and Eric Liu.3. Member's right, title, and interest, including without limitation all trademarks, copyrights, patents, trade secrets, and other intellectual property and proprietary rights and associated goodwill, in the domain name and website at www.TruePat.org.4. All inventory of copies of The True Patriot currently held by the Member.5. All inventory of promotional materials and gifts relating to The True Patriot currently held by the Member.6. All business equipment (including personal computers) currently held by the Member and dedicated to the promotion of The True Patriot and www.TruePat.org.	1,000
TOTAL		1,000



Washington
Secretary of State
 SAM REED

Corporations Division
 James M. Dolliver Building
 801 Capitol Way South
 PO Box 40234
 Olympia, WA 98504-0234
 Tel 360.753.7115
 Fax 360.664.8781
 TDD 360.753.1485
 www.secstate.wa.gov/corps

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C T CORPORATION SYSTEM
 1801 WEST BAY DR NW STE 206
 OLYMPIA, WA 98502

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To keep your filing status active and avoid administrative dissolution, you must:

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2. **File an Annual Report** and pay the annual license fee each year before the anniversary of the filing date for the entity. The registered agent will be sent notice of the Annual Report requirement. But it is the corporation or LLC's responsibility to file the report even if no notice is received.
3. **Maintain a Registered Agent** and registered office in this state. You must notify the Corporations Division if there are any changes in your registered agent, agent's address, or registered office address. Failure to notify the Corporations Division of changes will result in misrouted mail, and possibly administrative dissolution.

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UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF FORMATION

to

THE TRUE PATRIOT NETWORK, LLC

a/an WA Limited Liability Company. Charter documents are effective on the date indicated below.

Date: 1/28/2009

UBI Number: 602-894-406

APPID: 1353922



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State



INITIAL ANNUAL REPORT
FEE: \$10.00

RETURN COMPLETED FORM AND PAYMENT TO:
 (Checks made payable to "Secretary of State")

Corporations Division
 801 Capitol Way South
 PO Box 40234
 Olympia, WA 98504-0234

Entity Name: THE TRUE PATRIOT NETWORK, LLC

Payment Due By: 5/28/2009

Unified Business Identifier: 602-894-406

State of Incorporation: WA

Inc./Qual. Date: 1/28/2009

TO AVOID DISSOLUTION/REVOCAION, AN INITIAL ANNUAL REPORT MUST BE FILED AND PROCESSED PRIOR TO: 5/28/2009

<p>Current Registered Agent/Office</p> <p>C T Corporation System 1801 West Bay Dr Nw Ste 206</p> <p>Olympia, WA98502</p>	<p>Registered Agent/Office Changes (Changes must be approved by the Board of Directors)</p> <p>New Registered Agent Name _____</p> <p>Consent to Appointment _____ <i>Signature of New Registered Agent</i></p> <p>Required Street Address _____</p> <p>City _____ State WA Zip Code _____</p> <p>Optional Mailing Address _____</p> <p>City _____ State WA Zip Code _____</p>
--	--

INITIAL ANNUAL REPORT SECTION MUST BE FILLED IN COMPLETELY – TYPE OR PRINT IN BLACK INK

Principal place of business in WA _____ WA _____
Address City Zip

Telephone () _____ Email _____ Nature of Business _____

Foreign Entities - Principal office address in state/country of Origin

Address City State Zip Country

CORPORATION: Print or type names and addresses of corporate officers and directors including President, Vice President, Secretary, and Treasurer. If applicable the Chair of the Board of Directors and Directors. **LLC:** Print or type names and addresses of Members or Managers. (attach additional list if necessary)

Name	Title	Address	City	State	Zip

SIGNATURE *Signature of Chairman of the Board, Officer, Member or Manager listed above* *Type or Print Name and Title* *Date*

FILED
SECRETARY OF STATE

JAN 28 2009

STATE OF WASHINGTON

**CERTIFICATE OF FORMATION
OF
THE TRUE PATRIOT NETWORK, LLC**

602 894 406

The undersigned, for the purpose of forming a limited liability company under Title 25 of the Revised Code of Washington, hereby executes the following Certificate of Formation.

ARTICLE I. NAME

The name of the limited liability company is The True Patriot Network, LLC.

ARTICLE II. REGISTERED AGENT AND OFFICE

The name of the initial registered agent of the limited liability company is CT Corporation System and the address of the initial registered office of the limited liability company is 1801 West Bay Drive NW, Suite 206, Olympia, Washington 98502.

ARTICLE III. PRINCIPAL PLACE OF BUSINESS

The address of the principal place of business in the state of Washington is 1000 Second Avenue, Suite 1200, Seattle, Washington 98104.

ARTICLE IV. DATE OF DISSOLUTION

The duration of the limited liability company shall be perpetual.

ARTICLE V. MANAGEMENT

The management of the limited liability company shall be vested in one or more managers.

ARTICLE VI. EFFECTIVE DATE OF CERTIFICATE

The effective date of this Certificate of Formation is the date of filing by the Secretary of State of the State of Washington.

ARTICLE VII. SIGNATORY

The name and address of the person executing this Certificate of Formation are as follows:

Name

Address

Steven Glasgow

1201 Third Avenue Suite 4800
Seattle, WA 98101

Dated: January 27, 2009



Steven Glasgow

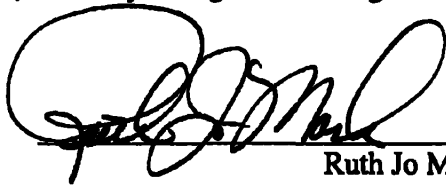
CONSENT TO SERVE AS REGISTERED AGENT

I, CT CORPORATION SYSTEM, hereby Consent to serve

As Registered Agent in the State of Washington, for the following:

THE TRUE PATRIOT NETWORK, LLC

I understand that as agent, it will be my responsibility to receive service of process; to forward all mail; and to immediately notify the Office of the Secretary of State in the event of my resignation, or of any changes in the Registered Office address.



Date 1-28-09

Ruth Jo Marks

Special Assistant Secretary

Agent address
1801 West Bay Drive NW, Ste.206
Olympia Wa 98502

LIMITED LIABILITY COMPANY AGREEMENT
OF
THE TRUE PATRIOT NETWORK, LLC

**LIMITED LIABILITY COMPANY AGREEMENT
OF
THE TRUE PATRIOT NETWORK, LLC**

This Limited Liability Company Agreement of The True Patriot Network, LLC (the "**Company**") is effective as of January 28, 2009, by and between the Company and Nicolas J. Hanauer (the "**Member**") for the purpose of forming a limited liability company pursuant to the provisions of the Washington Limited Liability Company Act, as provided in Chapter 25.15 RCW, as amended (the "**Washington Act**").

For and in consideration of the mutual covenants contained in this Agreement, the Company and the Member agree as follows:

1. Organization of the Company

1.1 Name

The name of the Company is The True Patriot Network, LLC, or such other name as the Manager may from time to time hereafter designate.

1.2 Formation

The Member has formed the Company as a limited liability company under the Washington Act.

1.3 Certificate of Formation

The term of the Company commenced upon the filing of the Certificate of Formation with the Secretary of State of the State of Washington on January 28, 2009, and shall be perpetual unless earlier terminated and dissolved pursuant to Section 12.

1.4 Registered Agent

The registered office and registered agent of the Company may be changed by the Manager from time to time.

2. Definitions; Rules of Construction

In addition to terms otherwise defined herein, the following terms are used herein as defined below:

"Agreement" means this Limited Liability Company Agreement as originally executed and as amended or restated from time to time.

"Manager" means the Manager designated in Section 6.

"Member" means the Member identified in Section 5.

"Unit" means the limited liability company interest of the Member as acquired by the Member pursuant to Section 7.

"Washington Act" means the Washington Limited Liability Company Act, and any successor statute, as amended from time to time.

Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise, the words "hereof," "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.

3. Purpose

The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Washington Act, as such business activities may be determined by the Manager from time to time.

4. Principal Office

The principal office of the Company, and such additional offices as the Manager may establish, shall be located at such place or places inside or outside the state of Washington as the Manager may designate from time to time.

5. The Member

The name and address of the Member of the Company are:

Nicolas J. Hanauer
1000 Second Avenue, Suite 1200
Seattle, WA 98104

6. Management of the Company

6.1 Manager

The Manager shall be Nicolas J. Hanauer. The Manager shall serve as Manager until the earlier of his resignation, incapacity or death or his replacement by the Member.

6.2 Authority of Manager

The Manager shall have the sole and exclusive right to manage the business of the Company and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Company.

6.3 Limitation on Authority of Manager

The Manager shall not have authority to perform any act in contravention of this Agreement.

6.4 Appointment by Manager

The Manager may appoint, employ or otherwise contract with such other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as the Manager shall determine in his sole discretion. The Manager may delegate to any such officer, person or entity such authority to act on behalf of the Company as the Manager may from time to time deem appropriate in his discretion.

6.5 Execution of Company Documents

When the taking of such action has been authorized by the Manager, any other person specifically authorized by the Manager may execute any contract or other agreement or document on behalf of the Company and may execute and file on behalf of the Company with the Secretary of State of the State of Washington any certificates of amendment to the Certificate of Formation, one or more restated certificates of formation and certificates of merger or consolidation and, upon the dissolution and completion of winding up of the Company, a certificate of cancellation canceling the Certificate of Formation.

7. Capital Contributions

The Member shall, as soon as is reasonably practicable, make an initial contribution to the capital of the Company as described in Exhibit A and shall receive in exchange therefore the number of Units set forth in Exhibit A. Thereafter, the Member may make additional capital contributions at such times and in such amounts as the Manager may determine. When the Member makes such additional capital contributions to the Company, it shall confirm in writing the contribution of such assets (subject to indicated liabilities) to the Company, and cause that writing to be included in the Company's books and records.

8. Distributions; Allocations of Income and Loss

Distributions of cash or other assets of the Company to the Member shall be made at such times and in such amounts as the Manager may determine. All distributions and allocations of taxable net income or net loss shall be made to the Member.

9. Books and Records

The Manager shall maintain records and accounts of all operations and expenditures of the Company.

10. Assignments of Company Interest

The Member's interest in the Company shall be transferable in whole or in part without the consent of any other person, and the assignee shall be admitted as a Member and admitted to all the rights of the transferring Member upon execution of a counterpart to this Agreement.

11. Withdrawal

The withdrawal of the Member shall result in the dissolution of the Company pursuant to Section 12.

12. Dissolution

Subject to the provisions of Section 13, the Company shall be dissolved and its affairs wound up and terminated upon the determination of the Member to dissolve the Company.

13. Winding Up

13.1 Responsibility for Winding Up

Upon dissolution of the Company pursuant to Section 12, the Manager may wind up the Company's affairs; however, any competent court, upon cause shown, may wind up the Company's affairs upon application of a legal representative or assignee of the Manager, and in connection therewith may appoint a liquidating trustee.

13.2 Distribution of Assets Upon Winding Up

Upon the winding up of the Company, the assets shall be distributed as follows: (a) to creditors, including the Member should the Member be a creditor, in satisfaction of liabilities of the Company other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to the Member; and (b) the remainder, if any, to the Member.

14. Limitation on Liability

The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member and the Manager of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member or Manager.

15. Indemnification

To the fullest extent not prohibited by law, the Company shall indemnify and hold harmless the Member and the Manager from and against any and all losses, claims, demands, costs, damages, liabilities (joint and several), expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Member or the Manager may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to any business of the Company transacted or occurring while the Member was a Member or a Manager was a Manager, as the case may be, regardless of whether the Member or the Manager continue to be a Member or a Manager of the Company at the time any such liability or expense is paid or incurred.

16. Reliance by Third Parties

This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Member, and its successors and assigns. Specifically (but not by way of limitation), this Agreement is not intended for the benefit of any creditor of the Company or any other person. Except to the extent provided by applicable statute, and then only to that extent, no such creditor or third party shall have any rights under this Agreement or under any other agreement between the Company and the Member, either with respect to any contribution to the Company or otherwise.

17. No Corporation or Partnership Intended for Non-tax Purposes

The Member has formed the Company under the Washington Act, and expressly denies any intent hereby to form a partnership under either the Washington Uniform Partnership Act or the Washington Limited Partnership Act or a corporation under the Washington Business Corporation Act. For federal income tax purposes, the Member intends to treat this entity as a disregarded entity.

18. Amendments

This Agreement may be amended only upon the written consent of the Member.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Washington without giving effect to any choice of law or conflict of law provision or rule (whether of the state of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Washington.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

THE TRUE PATRIOT NETWORK, LLC

MANAGER:

Nicolas J. Hanauer

MEMBER:

Nicolas J. Hanauer

EXHIBIT A

<u>Member Names & Addresses</u>	<u>Capital Contributions</u>	<u>Units Owned</u>
Nicolas J. Hanauer 1000 Second Avenue, Suite 1200 Seattle, WA 98104	<ol style="list-style-type: none">1. Member's right, title, and interest, including without limitation all trademarks, copyrights, patents, trade secrets, and other intellectual property and proprietary rights and all associated goodwill, in the book and manuscript titled "The True Patriot" 2. Member's rights, duties, obligations, and interests under that certain Agreement, dated August 28, 2007, between Sasquatch Books, Inc., the Member and Eric Liu. 3. Member's right, title, and interest, including without limitation all trademarks, copyrights, patents, trade secrets, and other intellectual property and proprietary rights and associated goodwill, in the domain name and website at www.TruePat.org. 4. All inventory of copies of The True Patriot currently held by the Member. 5. All inventory of promotional materials and gifts relating to The True Patriot currently held by the Member. 6. All business equipment (including personal computers) currently held by the Member and dedicated to the promotion of The True Patriot and www.TruePat.org.	1,000
TOTAL		1,000

