

# **JOINT FUNDRAISING AGREEMENT**

**between**

**COLE LEADERSHIP FUND**

**AND**

**COLE VICTORY FUND**

**AND**

**COMMITTEE FOR CADE COLE**

## **ARTICLE 1**

### **THE PARTICIPANTS**

This Joint Fundraising Agreement ("Agreement") is made this 10th day of October, 2025 among the following committees: COMMITTEE FOR CADE COLE CAMPAIGN and COLE LEADERSHIP FUND (referred collectively hereafter as "Participants").

The Participants intend to engage in joint fundraising activities in the 2026 election cycle, and in accordance with the provisions of the Louisiana Campaign Finance and Disclosure Act.

The Participants hereby agree COLE VICTORY FUND shall act as a Fundraising Representative for the Participants. Any event to raise contributions for COLE VICTORY FUND shall be a joint fundraising event subject to the terms of this Agreement and the Louisiana Campaign Finance and Disclosure Act.

COLE VICTORY FUND is a separate on-going entity designated by the Participants to act as a fundraising representative on their behalf and collect all contributions, pays all fundraising costs associated with it from gross proceeds and from funds advanced by the Participants, and disburses net proceeds to the Participants' account(s) according to the allocation formula set forth in Article 3, Part B. All contributions not permissible under the Louisiana Campaign Finance and Disclosure Act will be returned to contributors.

## **ARTICLE 2**

### **THE AGREEMENT**

This Agreement is entered into by the Participants and represents the understanding of the Participants regarding COLE VICTORY.

## ARTICLE 3

### FUNDRAISING PROCEDURES

#### A. DEPOSITORY ACCOUNTS

1. COLE VICTORY FUND shall establish a depository account to be used solely for the receipt and disbursement of all contributions to it as agent for the Participants that are permissible for the support of MAJOR OFFICE candidates and related elected official leadership committees under the Louisiana Campaign Finance and Disclosure Act.

2. The Participants agree that only contributions permissible under the Louisiana Campaign Finance and Disclosure Act will be deposited into the depository account of COLE VICTORY FUND, to be allocated as described below.

#### B. ALLOCATION OF NET PROCEEDS

1. The Participants hereby agree that COLE VICTORY FUND, as fundraising representative, shall allocate all net proceeds from it as agent for the Participants according to the following:

- a) All contributions permissible under the Louisiana Campaign Finance and Disclosure Act shall be allocated according to the formula set forth in Schedule A.
- b) The maximum that an individual may contribute to COLE VICTORY FUND is \$49,000.
- c) The maximum a corporation may contribute to COLE VICTORY FUND is \$49,000.
- d) The maximum a PAC not registered with the Louisiana Ethics Administration contribute to COLE VICTORY FUND is \$49,000.
- e) The maximum a PAC registered with the Louisiana Ethics Administration contribute to COLE VICTORY FUND is \$49,000.
- f) The maximum a PAC registered with the Louisiana Ethics Administration as having more than 250 members may contribute to COLE VICTORY FUND is \$49,000.00.
- g) Any contribution not permissible under either the Louisiana Campaign Finance and Disclosure Act will be refunded to the contributor.

- h) All contributions permissible under the Louisiana Campaign Finance and Disclosure Act, and not designated for a particular Participant, that would cause a contributor to exceed any applicable state contribution limit to a Participant shall be reallocated to the other Participant up to the state limit for that Participant. If reallocation results in a violation of the contributor's state contribution limit, COLE VICTORY FUND shall return to the contributor the amount of the contribution that exceeds the limit. If a contribution is otherwise not permissible under the Louisiana Campaign Finance and Disclosure Act, it shall be refunded to the contributor.
  - h) Any contributor to COLE VICTORY FUND may designate his or her contribution among the Participants notwithstanding the stated allocation formula, to the extent permitted by state law. Any such designated contribution that exceeds the contributor's limit to the designated participant shall not be reallocated by COLE VICTORY FUND absent the prior written permission of the contributor.
  - i) All contribution checks to support COLE VICTORY FUND shall be made payable to "COLE VICTORY FUND" or a related nominal variant of it as agent for Participants
  - j) Any contributor may also make his or her contribution payable directly to any of the Participants and allocated solely to the same.
  - k) Any Participant may decline to accept any contribution from any source, the legality of accepting such contribution notwithstanding.
  - l) The Participants agree that each Participant's share of net proceeds is not earmarked for any particular use, and that each Participant shall use its share of net proceeds at its sole discretion.
2. For the purposes of the allocation formula, "net proceeds" shall not include cash advances to COLE VICTORY FUND from Participants until all funds advanced to COLE VICTORY FUND are repaid in full. In addition, "net proceeds" shall not include any advances in the form of office space, personnel, equipment, lists, or other items of value to COLE VICTORY FUND from Participants until payment has been made in the usual and normal amount for these items to each Participant which provided the items.
3. The timing and amounts of the distribution of net proceeds shall be upon the mutual agreement of Participants, but no less frequently than two (2) weeks prior to the end of each quarter in a calendar year if the Treasurer of COLE VICTORY FUND certifies that:
- a) All expenses have been paid or sufficient reserves have been set aside to pay them;
  - b) Each Participant has paid a share of expenses equal to its ratable share of proceeds for the calendar quarter; and

- c) The Treasurer of COLE VICTORY FUND has taken all appropriate measures to determine that the proceeds distributed to each Participant are permissible under the Louisiana Campaign Finance and Disclosure Act.

C. EXPENSES

All expenses of fundraising by COLE VICTORY FUND shall be paid by it from the gross proceeds of it. Any additional funds needed by it for fundraising shall come from Participants in proportion to the allocation formula defined in Article 3, part B, above unless the Participants agree in writing to a different formula which meets the requirements of the Louisiana Campaign Finance and Disclosure Act.

D. FUNDRAISING NOTICE

COLE VICTORY FUND shall supervise preparation of a fundraising notice ("NOTICE") in substantially the form contained in Schedule B of this Agreement. NOTICE shall set forth: the names of the Participants; the allocation method; a statement informing prospective donors that they may designate their contributions for a particular Participant; and a statement informing prospective contributors that their contribution will be reallocated to comply with contribution limits applicable to the Participants. NOTICE shall contain a signature line to authorize such designation and reallocation, as well as all disclaimers required by the Louisiana Campaign Finance and Disclosure Act.

E. LISTS AND NOTIFICATIONS OF DONOR INFORMATION

The lists of names and addresses of contributors to COLE VICTORY FUND shall become the joint property of Participants. COLE VICTORY FUND shall make available on a regular basis to all the Participants the names, addresses of donors, together with the amounts contributed and/or designated for the Participants resulting from joint fundraising efforts under this Agreement.

F. LIABILITY

Each Participant shall comply at all times with all applicable state and federal laws and regulations. The officers, employees, agents of, or persons associated with, the Participants shall not be held personally liable for any debt, liability, or obligation of COLE VICTORY FUND. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against COLE VICTORY FUND may look to only the funds and property of COLE VICTORY FUND or the Participants for payment of any such contract or claim or for the payment of any debt, damages, judgment, decree, or any money that may otherwise become due or payable to them from COLE VICTORY FUND, but not to any other person, officer, employee, or agent of any of the Participants.

G. OPERATIONS

COLE VICTORY FUND shall:

1. Comply with all fundraising, depository, recordkeeping, and reporting requirements of the Louisiana Campaign Finance and Disclosure Act.
2. Organize and conduct all fundraising events and efforts in consultation with each Participant.

H. MISCELLANEOUS

1. Participants agree that only vendors approved jointly by Participants shall be engaged to provide services to or on behalf of COLE VICTORY FUND.
2. Participants agree that all COLE VICTORY FUND fundraising solicitations, activities and/or events will be approved in advance by the Participants.
3. Contribution amounts outlined in this Agreement comport with Louisiana Campaign Finance and Disclosure Act contributions limits. If the State of Louisiana changes contribution limits, the applicable contribution limit shall replace the amount set forth in this Agreement.
4. COLE VICTORY FUND will maintain the books and records of COLE VICTORY FUND on behalf of the Participants, provided that the Participants shall have access at all times to review or otherwise inspect said books and records. COLE VICTORY FUND shall report regularly to Participants all income, expenses, and other information regarding the status and activities of COLE VICTORY FUND in a format mutually agreed upon by the Participants.
5. Neither Participants nor COLE VICTORY FUND shall obligate (with or without a contract) COLE VICTORY FUND for expenses in excess of \$5,000.00 without the prior approval of the Participants.
6. All staff and/or consultants providing fundraising services to COLE VICTORY FUND shall be compensated as agreed jointly by the Participants.
7. Nothing in this Agreement shall be deemed to create any relationship other than a joint venture between the Participants, and no third party shall acquire any rights from or in consequence of this Agreement, except as shall appear expressly herein. No Participant may assign any part of its rights or obligations under this Agreement without the advance written consent of all other Participants, which may be withheld for any reason.
8. This Agreement is not exclusive and nothing contained in this Agreement shall preclude any of the Participants hereto from entering into other Joint Fundraising Agreements as authorized by law.

9. The term of this Agreement shall be from the date of execution until December 31, 2027, or terminated in writing by the Participants, whichever is sooner.

10. This Agreement may be terminated by any of the Participants upon thirty (30) days written notice to the others at which time the allocation of funds received to date shall be finally made and concluded per the provisions of this Agreement.

11. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, but all of which together shall constitute one and the same Agreement.

12. This Agreement represents the entire agreement between the Participants hereto, and there are no other agreements, contracts, or understandings between the Participants hereto with respect to the subject matter of this Agreement.

13. The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

14. This Agreement shall not be amended except by written instrument signed by all the Participants to this Agreement.

The undersigned persons are authorized by the Participants to sign this Agreement and have read and fully understand the forgoing and it is their intent to be bound by the terms and conditions hereof.

**COMMITTEE FOR CADE COLE CAMPAIGN**

BY: 

Dennis Stine  
TITLE: Chairman

12/19/25

Date

and-

**COLE LEADERSHIP FUND**

BY: 

Dennis Stine  
TITLE: Chairman

12/19/25

Date

### **SCHEDULE A – Allocation Formula**

The Participants hereby agree that all contributions to COLE VICTORY FUND permissible under the Louisiana Campaign Finance and Disclosure Act will be allocated among the Participants from the net fundraising proceeds as permitted by the Louisiana Campaign Finance and Disclosure Act and according to the following allocation method set forth in this Schedule:

- a) The first \$25,000 shall be allocated to COLE LEADERSHIP FUND. The next \$24,000 shall be allocated to COMMITTEE FOR CADE COLE (FIRST TO PRIMARY AND THEN TO GENERAL).
- b) The first \$25,000 from a qualified political action committee which is registered with the Louisiana Ethics Administration as having over 250 members shall be allocated to Cole leadership fund. The next \$48,000 from a political action committee registered with the Louisiana Ethics Administration as having over 250 members shall be allocated to the Committee for Cade Cole (first to primary and then to general).

Any contribution to COLE VICTORY FUND by any contributor(s) which upon allocation to the Participant(s) under the allocation formula is determined to exceed the contribution limit of the contributor(s) to the Participant(s) as proscribed by L.A. R.S. § 18:1505.2(7)(a), shall be re-allocated to the other Participants to the extent permitted by Louisiana law and according to the allocation method set forth in this Schedule. Notwithstanding the allocation method set forth in this Schedule, any contributor may designate his or her contribution for a particular Participant.

Any contribution that would cause a contributor to exceed any applicable state contribution limit or otherwise not be permissible under the Louisiana Campaign Finance and Disclosure Act will be refunded to the contributor. Any contribution made to COLE VICTORY FUND by any person substantially interested in the gaming industry in Louisiana,<sup>1</sup> foreign national without a green card, or by any impermissible source set forth by state law, shall be returned to the contributor. Government contractors should consult legal counsel before making contributions to COLE VICTORY FUND.

**SCHEDULE B – Invitation**

**COLE VICTORY FUND NOTICE**

**COLE VICTORY FUND** is a joint fundraising entity with Participants COMMITTEE FOR CADE COLE and COLE LEADERSHIP FUND.

Any contribution to COLE VICTORY FUND permissible under the Louisiana Campaign Finance and Disclosure Act, from contributors who have not exceeded their applicable contribution limits, will be allocated among the participating committees as follows:

The first \$25,000 to the Cole Leadership Fund and the next \$12,000 to the Committee for Cade Cole (primary) and the next \$12,000 to the Committee for Cade Cole (general).

Contributions that exceed a contributor's contribution limit to a Participant shall be reallocated to the remaining Participant according to this allocation formula and as permitted by law.

Notwithstanding the allocation formula described above, contributions may be designated by the contributor for a specific Participant, to the extent permitted by law.

All funds received in response to this solicitation will be subject to state contribution limits and prohibitions. Contributions from individuals substantially interested in the gaming industry in Louisiana,<sup>2</sup> and foreign nationals without "green cards," are prohibited.

**Contributions to COLE VICTORY FUND, or any Participant, are not deductible as charitable contributions for federal income tax purposes.** State law requires us to use our best efforts to collect and report the name, mailing address, occupation, and employer of each individual contributor.

Paid for by COLE VICTORY FUND,  
600 N. BROAD ST.  
LAKE CHARLES, LA 70601

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<sup>2</sup> As defined in La. R.S. § 18:1505.2(M).