

## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into as of [July 26th, 2025] by and among the Forward Party in Minnesota (“FPM”), the Independence-Alliance Party of Minnesota (“IAP”), a registered qualified minor political party in the State of Minnesota, and Forward Party Inc., a Delaware nonprofit, nonstock corporation (“FWD”).

### **RECITALS**

A. The IAP, FPM, and FWD share common values, including an objective to strengthen and modernize the democratic process, and advance more representative, responsive, and ethical government. These shared values are expressed through organizing voters and supporting candidates for elected office who pledge to govern by these ideals, and others found in the State Party’s Constitution.

B. The IAP as a political entity has successfully organized and obtained Minor Party status in the State of Minnesota. The FPM as a political entity has only organized as a Political Committee in the State of Minnesota at this time. FPM and FWD have organized voters in the State of Minnesota and throughout the country for the purpose of forming a new national political party.

C. In furtherance of the shared values and objectives of the IAP and FPM, to expand their ability to reach and influence Minnesota citizens and achieve Major Party status in the near future, the IAP and FPM desire to combine efforts and merge (the “Merger”). FPM and FWD recognize that as an entity with Minor Party recognition, the IAP entity will be the entity into which FPM leadership and resources will merge to form the Post-Merger Party (the “PMP”).

D. This MOU: (i) sets forth terms for a framework during the Merger Transition Period (the “MTP”) for fulfillment of the Merger, which the IAP and FPM intend to [present for a vote to their respective memberships for approval at their respective organizing Special State Conventions on July 26<sup>th</sup>, 2025], and, (ii) if approved by the membership of each party, will serve as a guideline for finalization of the Merger.

### **AGREEMENT**

#### **1. July 26<sup>th</sup>, 2025 State Conventions.**

(a) The IAP agrees to formally present the Merger for its 2<sup>nd</sup> & Final vote, follow the Letter of Intent passed on May 3<sup>rd</sup>, 2025, to its membership at its Special State Convention on July 26<sup>th</sup>, 2025, and call for a vote of its membership to approve the Merger as described and outlined in the MOU, including votes for an omnibus State Party Constitutional Amendment and the corresponding omnibus State Party Bylaws Amendment. By voting to approve the Merger, the IAP members shall be informed that they are simultaneously voting to:

- (i) authorize the change of the party name from Independence-Alliance Party of Minnesota to Forward Independence;
- (ii) authorize an omnibus amendment of its State Party Constitution, as has been provided with proper prior notice to and with availability at the time, of the convention;
- (iii) authorize an omnibus amendment of its State Party Bylaws, as a companion document to the aforementioned State Party Constitution omnibus amendment, as has been provided with proper prior notice to and with availability at the time of the convention;
- (iv) authorize the formation of a Joint Special Committee to finish additional State Party Bylaws amendments for a vote and ratification at the regular meeting of the State Central Committee in November 2025, as provided for by the aforementioned State Party Constitution omnibus amendment;
  - (a) The chairperson and members of which shall be decided by the State Executive Committee;
- (v) authorize the “MTP” that shall occur from the time in which both parties pass the adoption of the MOU and its contents until the Closing Date, unless superseded by provisions adopted in the omnibus amendments to the FI State Party Constitution or Bylaws; and
- (vi) authorize elections for a predetermined list of offices following the passing of the MOU, State Party Constitution omnibus amendment, and State Party Bylaws omnibus amendment, as outlined in this MOU.

(b) In a tandem, but separate effort, as the IAP membership approves the Merger at its Special State Convention, the FPM agrees to formally present the Merger for its 2<sup>nd</sup> & Final vote, follow the Letter of Intent passed on May 3<sup>rd</sup>, 2025, to its membership at its Special State Convention on July 26<sup>th</sup>, 2025, and call for a vote of its membership to approve the Merger as described in the MOU, including an omnibus State Party Constitutional Amendment and the corresponding omnibus State Party Bylaws Amendment. By voting to approve the Merger, the FPM members shall be informed that they are simultaneously voting to:

- (i) authorize the change of the party name from Independence-Alliance Party of Minnesota to Forward Independence;
- (ii) authorize an adoption of a new State Party Constitution, the same said omnibus State Party Constitutional Amendments document that the IAP is authorizing, as has been provided with proper prior notice to and with availability at the time of the convention;
- (iii) authorize an adoption of a new State Party Bylaws, the same said omnibus State Party Bylaws Amendments document that the IAP is authorizing, as a companion document to the aforementioned State Party Constitution adoption, as has been provided with proper prior notice to and with availability at the time of the convention;
- (iv) authorize the formation of a Joint Special Committee to finish additional State Party Bylaws amendments for a vote and ratification at the regular meeting of the State Central Committee in November 2025, as

provided for by the aforementioned State Party Constitution omnibus amendment;

- (b) The chairperson and members of which shall be decided by the State Executive Committee.
- (v) authorize the “MTP” that shall occur from the time in which both parties pass the adoption of the MOU and its contents until the Closing Date, unless superseded by provisions adopted in the omnibus amendments to the FI State Party Constitution or Bylaws; and
- (vi) authorize elections for a predetermined list of offices following the passing of the MOU, State Party Constitution omnibus amendment, and State Party Bylaws omnibus amendment, as outlined in this MOU.
- (vii) authorize the termination of the Political Committee, Forward Party of Minnesota, no later than December 31<sup>st</sup>, 2025, unless the “PMP” State Central Committee otherwise reforms the Political Committee, with a new name, under its organization.
- (c) The existing leadership of FPM shall retain full operational authority over the FPM Political Committee, until such time as the Committee is formally dissolved, or until otherwise directed by the FI State Executive Committee in accordance with the governing documents.

## 2. **Framework: the Merger & the Merger Transition Period.**

(a) The overall objective of the Merger shall be to combine the assets (including intellectual property), obligations, candidates, memberships, volunteers, and leadership of the IAP and FPM into a single political party, complying with all relevant laws and regulations. Any objectives not completed on the day, July 26th, 2025, upon the adoption by both parties at their respective Special State Conventions of the newly structured PMP’s State Party Constitution, companion State Party Bylaws, and MOU, shall be finalized during the “MTP”.

(b) The IAP and FPM Merger shall and does include:

- (i) The name of the “PMP” and during the “MTP” to be Forward Independence (“FI”). IAP must do everything in its power to effectuate such a change to its name in accordance with its own internal governance documents and any regulatory entity in the state of Minnesota.
- (ii) The legal form of the Merger will take place as an assignment of assets and obligations from FPM to the IAP, with the receiving party becoming the Post Merger Party. This assignment will take place in accordance with all relevant regulations.
- (iii) The name, logo, domain names, and other intellectual property associated with the “Independence-Alliance Party” (the “IAP”) (aka, the “Independence Party” (the “IP”)) shall continue to be owned by the FI indefinitely. The IAP (IAP) intellectual property shall not be authorized for use and shall not be loaned, sold, or conveyed to any third party. If at any time FWD ceases to operate or terminates its Affiliation Agreement with FI, further explained in Articles 16, FI shall be authorized to

use the IAP (IP) intellectual property to rebrand as such, or operate under another brand as determined by the governing documents of the organization.

(iv) During their respective Special State Conventions on July 26<sup>th</sup>, 2025, both parties shall approve and ratify the votes on the new FI Party Constitution, the new FI Party Bylaws, and this MOU by the number of votes required by their respective governing documents.

(v) During their respective Special State Conventions on July 26<sup>th</sup>, 2025, if both parties approve and ratify the votes on the new FI Party Constitution, the new FI Party Bylaws, and this MOU, each Party shall hold officer elections for these designated offices divided between the parties, such as:

(a) The FPM shall elect: (1) State Co-Chair, (1) State Executive Director, (1) State Director of Party Affairs, (1) State Treasurer, (1) Deputy State Secretary, (1) Deputy State Treasurer, *up to* (2) State At-Large members (1 members' term ending in the even-year & 1 members' term ending in the odd-year), and *up to* (1) Co-Chair from & for each Minnesota Congressional District.

(b) The IAP shall elect: (1) State Co-Chair, (1) State Secretary, *up to* (4) State At-Large members (2 members' terms ending in the even-year & 2 members' terms ending in the odd-year), and *up to* (1) Co-Chair from & for each Minnesota Congressional District.

(c) Any State Party Chairs from either IAP or FPM that are not elected to Co-Chair or Chief State Director positions of the "PMP" shall be granted the honorary title of "Chairperson Emeritus", until the date of December 31<sup>st</sup>, 2025.

(d) Each Party's Merger Task Force members shall submit a slate of recommended nominees for the positions they are authorized to fill, to the Chair of the Special State Convention to which they belong.

The elections held separately by the IAP and FPM at their respective Special State Conventions shall collectively constitute the full slate of State Executive Officers for the "PMP", in accordance with Article 16 of the FI State Constitution, FI State Bylaws, and the MOU. These officers shall serve regular terms and shall not be subject to re-election until their respective offices' next scheduled election, except as otherwise provided in the FI Constitution or FI Bylaws.

(vi) The new de facto, FI Platform, shall be the remaining Core Values from the Letter of Intent to Merge passed at the May 3<sup>rd</sup>, 2025, State Party Conventions, that the Merger Task Force targeted as Core Principles. While not necessarily a traditional "platform," these may be elaborated on for a position paper, values/principles statement, marketing campaign, or in such other manner as the State Party Officers of FI deem to be appropriate or useful. They are as follows:

(a) *Education - We are committed to strong public education as a driver of freedom and economic advancement. We support enhancements that strengthen community ties and promote equality.*

- (b) Free Markets - *We support a fair, yet proportional tax system and strive to relieve fiscal pressures on families and small businesses in order to foster an environment conducive to economic vitality.*
- (c) Tax and Investment - *Our fiscal policy emphasizes transparency and efficiency, ensuring government spending effectively promotes the welfare of the populace, not only corporations.*
- (d) Preserving and Improving Democracy - *We are dedicated to maintaining the integrity of our electoral processes, which are the basis of our democracy. We support democratic reforms such as ranked-choice voting (RCV), “Top Five” open-primaries (or a similar reform), proportional representation, independent redistricting commissions, and the ending of corporate donations in politics.*
- (e) Agriculture and Rural Communities - *We champion policies that support Greater Minnesota; our agricultural sector, our outdoor recreation sector, and all rural communities as a key to our state’s diverse economy.*
- (f) Public Safety - *We advocate for comprehensive, yet empathetic safety measures, asserting that true freedom includes the security of one’s community and property.*
- (g) Energy and Natural Resources - *We advocate for the responsible and sustainable utilization of any natural resources, crucial for both economic growth and environmental stewardship.*
- (h) Families and Children - *Acknowledging the essential role of families, we advocate for strong support systems that empower parents and promote the thriving of children.*

(vii) The candidates currently endorsed by either IAP or FPM for all 2025 elections in the State of Minnesota, shall be automatically endorsed by FI and subject to no contrary ruling by any FI Committee on candidate endorsements. These include:

- (a) Jazz Hampton, Mayoral Candidate for the city of Minneapolis, and
- (b) Zack Moder, At-Large City Councilor Candidate for the city of Duluth.

(viii) Upon Successful Completion of the Special State Conventions, (“votes on the new FI State Party Constitution, the new FI State Party Bylaws, this MOU, and the officers of their Party’s designated list of offices to fill, by both the IAP and the FPM”), FWD agrees to enter into its standard Affiliation Agreement (the “Agreement”) with FI, outlining the shared values and goals of the organizations, as well as a number of operating principles governing the relationship. Additionally, the Agreement will effectuate a license with Forward Independence to use FWD intellectual property as the sole licensee in the state of Minnesota.

(ix) Upon Successful Completion of the Special State Conventions, FI shall enter into a “Merger Transition Period,” as provided for by the FI Constitution and FI Bylaws. Whereas:

- (a) The Joint Special Committee formed by the MOU, shall be called the “2025 FI State Bylaws Commission.” This commission shall

present a final omnibus amendment of the new FI State Bylaws at the 3<sup>rd</sup> regular meeting of the FI State Central Committee in November 2025, for approval and ratification. The membership shall be appointed at the next regular meeting of the State Executive Committee, and the chairperson appointed by said committee.

- (b) The first FI State Central Committee meeting shall take place on Wednesday, September 10<sup>th</sup>, 2025, at 7 PM CDT, in a method by virtual-only attendance provided for in the formal Call, which shall be issued by the Co-Chairs thirty (30) days ahead, and shall be considered and known as the 2<sup>nd</sup> regular meeting, as provided for by the FI State Constitution and FI State Bylaws.
- (c) No later than December 31<sup>st</sup>, 2025, FI shall finalize the financial assets, obligations, files, and records of IAP & FPM into new account(s) and amalgamated documents.
- (d) All media, including and not wholly limited to: Social Media accounts, websites, servers, physical & digital records that are currently in use or archived shall be sorted, cleaned, consolidated, or archived at the earliest possible convenience by the new, duly elected leadership team, but must be so by December 31<sup>st</sup>, 2025.
- (e) No later than December 31<sup>st</sup>, 2025, FI shall update or make efforts where FI has no editorial control to update and narrate the Merger in a factual manner. Sites to note would be Wikipedia page(s), Ballotpedia page(s), FWD's NationBuilder, a new future SubNation website for FI, Alliance Party's website, and IAP's website.
- (f) An accounting of all other assets (including intellectual property), obligations, prospective candidates, memberships, and volunteers shall be done so throughout the "MTP". All digital records of individuals (candidates, members, and volunteers) shall be combined into the FWD database that the FPM uses and shall continue to use as FI, under the Affiliate Agreement.

(x) FWD shall continue to give FI significant latitude in the manner in which FI operates, so long as FI's actions remain consistent with the values of FWD and the terms of the Affiliation Agreement.

(c) Communications surrounding the merger will be coordinated between FWD, IAP, and FPM, as well as any transitory organization created through this MoU and subsequent work. No group, individual, or organization officially affiliated with any of the parties to this agreement will make a public statement without it running through a mutually agreeable process to determine the messaging.

(d) The length of the Merger and the "MTP" is purposefully generous, reflecting a multilateral, joint effort to facilitate a potential merger between the national Alliance Party and the national Forward Party. The IAP and FPM are hopeful that their

own unification in the State of Minnesota will serve as a model and catalyst for further progress at the national level.

(i) If the national merger is successfully completed before the Closing Date, FI shall finalize any outstanding items from the MOU and conclude the Merger as soon as reasonably practicable.

(ii) If the national merger effort does not materialize, is unreasonably delayed, or is no longer considered desirable or achievable by FI and FWD before the Closing Date, then FI may conduct a vote of disaffiliation from the Alliance Party.

(a) The vote thereof shall be conducted by Article 15, Section 3 (Amendment Adoption) of the FI State Constitution.

(iii) In either case, the current State Chair of the IAP shall retain his position as Vice Chairperson within the Alliance Party for as long as permitted by that organization, but in no event beyond the finalization of the Merger.

3. **Closing Date.**

The closing date of the Merger & “MTP” shall take place by December 31<sup>st</sup>, 2026, if not sooner, as is provided for in the FI State Constitution, State Bylaws, or the MOU and terms related to ongoing communications with the Alliance Party.

4. **Miscellaneous.** The MOU may not be amended except by a written instrument signed by all of the parties hereto. The provisions of Sections 1 and 4 of this MOU are binding upon the parties. The provisions of Sections 2 and 3 of this Agreement represent a non-binding expression of the parties’ present intent. No clause in this agreement should be construed in a way that would suggest a violation of any local, state, or federal law. Both Article 16s of the FI Constitution and FI Bylaws are to be considered companion sections of documentation to the MOU and shall be followed per state regulations of political party operations concerning the MOU.

*[SIGNATURES ON FOLLOWING PAGE]*

## **SIGNATURE PAGE TO MOU**

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the date set forth above.

IAP: INDEPENDENCE-ALLIANCE  
PARTY  
OF MINNESOTA

By: \_\_\_\_\_  
Name: Philip Fuehrer  
Title: State Chair

By: \_\_\_\_\_  
Name: Mike Winter  
Title: State Director

FPM: FORWARD PARTY  
OF MINNESOTA

By: \_\_\_\_\_  
Name: Rich Tru  
Title: State Co-Chair

By: \_\_\_\_\_  
Name: Bill Halter  
Title: State Co-Chair

FWD: FORWARD PARTY, INC.

By: \_\_\_\_\_  
Name: Kerry Healey  
Title: Executive Chair