

1 2. LBDDC's Responsibilities. LBDDC shall, in a manner satisfactory to
2 City, solicit, receive, and distribute donations and grants of materials, services and funds,
3 or assist in such efforts by City, for general economic development and revitalization in
4 Long Beach, provided that, in no event, may LBDDC solicit, receive, accept, or distribute
5 any donations or grants in the name of City or any of its Departments, utilize official City
6 logos or images, or conduct programs without the prior written approval of the City
7 Manager or his designee.

8 3. City's Responsibilities.

9 A. City will assist LBDDC in providing the aforementioned services by
10 providing limited staff support for LBDDC programs, temporary and occasional use of
11 space, materials, equipment, postage and mail handling services on a limited basis to the
12 extent that they are available and at a level equal to the benefit provided by the LBDDC,
13 as determined by the City Manager or his designee.

14 B. LBDDC's use of resources provided by City shall be scheduled by
15 and subject to approval of the City Manager or his designee.

16 4. Payment.

17 A. City shall have no duty, obligation, or liability of any kind to LBDDC,
18 to LBDDC's employees, officers, agents, vendors or subcontractors, or to anyone or any
19 party whatsoever, to make any payment of any kind whatsoever as a result of or arising
20 out of this Agreement.

21 B. LBDDC shall reimburse the City for costs associated with the
22 implementation of unbudgeted economic development projects, programs, and services
23 as approved by the City Manager or his designee.

24 5. Conflict of Interest. LBDDC and its agents and employees shall
25 comply with all applicable federal, state, and city laws and regulations governing conflict
26 of interest. To this end, LBDDC will make available to its agents and employees copies
27 of all applicable federal, state, and city laws and regulations governing financial
28

1 disclosure and conflict of interest. LBDDC does not and will not perform services for any
2 other entity which would create a conflict, whether monetary or otherwise.

3 6. Records and Audit.

4 A. LBDDC shall keep or cause to be kept in accordance with generally
5 accepted accounting principles full and complete books of account and other records
6 reflecting all transactions related to this Agreement, including but not limited to
7 expenditures of monies raised expressly for the purpose of supporting City activities or
8 programs.

9 B. City shall have the right at all reasonable times during the term of
10 this Agreement and for a period of five (5) years after termination or expiration to
11 examine, audit, inspect, review, extract information from, and copy all books, records,
12 accounts, and other documents of LBDDC relating to the funds generated or transferred
13 pursuant to this Agreement. LBDDC shall make such books and records available for
14 inspection by City during regular business hours and LBDDC shall cooperate fully with
15 City and its representatives in any audit.

16 7. Termination. City or LBDDC may terminate this Agreement for any
17 reason upon thirty (30) days' written notice served upon the other party as provided in
18 Paragraph 18 of this Agreement. All operations under this Agreement shall cease on and
19 after the thirtieth (30th) day following notice of termination, and City's obligations under
20 this Agreement shall cease on that date.

21 8. Use of Services. This Agreement is founded on the premise that the
22 program contemplated is for the purpose of furthering the objectives recited herein and
23 that the services provided under this Agreement are within the power of City to provide.
24 In the event that program monitoring discloses that said services are not being used for
25 that purpose or that LBDDC has adopted or amended its Bylaws or amended its Articles
26 of Incorporation with the result that, as determined by the City Manager, policies or
27 programs conflict with the purposes of this Agreement, City may immediately terminate
28 this Agreement, and LBDDC shall be entitled to no further services from City.

1 9. Program Administration. This Agreement will be administered by the
2 Economic Development Department, and City's Agreement Coordinator shall be its
3 Director of Economic Development or his designee. LBDDC shall provide a
4 representative to be available to City for consultation and assistance during the term of
5 this Agreement.

6 10. Indemnification. City agrees to indemnify and hold LBDDC harmless
7 from, against, and with respect to any and all loss, liability, or damage, including without
8 limitation liability for payroll taxes, disability insurance, worker's compensation, and other
9 employee-related payments, taxes or withholdings and any interest or penalties related to
10 any City employee serving as a LBDDC Director; and LBDDC agrees to indemnify,
11 defend, protect and hold harmless City, its officials, employees, volunteers and agents
12 from and against any and all liability, expense, including defense costs and legal fees,
13 and claims for damages of any nature whatsoever, including, but not limited to, bodily
14 injury, death, personal injury, or property damage arising from or connected with
15 LBDDC's operations, or its services hereunder.

16 11. No Assignment. This Agreement, or any provision hereof or any
17 right or obligation arising hereunder, is not assignable by either party in whole or in part,
18 without the express written consent of the other party, which may be withheld in its sole
19 and absolute discretion.

20 12. Binding Effect. All of the provisions of this Agreement and any
21 amendment thereto shall extend to and be binding upon and inure to the benefits of the
22 successors of the respective parties.

23 13. Nondiscrimination and Civil Rights Compliance.

24 A. LBDDC hereby certifies and agrees that it will comply with Title VI of
25 the Civil Rights Act of 1975, Title IX of the Education Amendments of 1972, where
26 applicable, and Title 43, Part 17 of the Code of Federal Regulations, Subparts A and B,
27 to the end that no persons shall, on the ground of race, creed, color, national origin,
28 political affiliation, marital status, gender, age or handicap, be subjected to discrimination

1 under the privileges and use granted by this Agreement or under any project, program or
2 activity supported by this Agreement.

3 B. LBDDC certifies and agrees that all persons employed thereby, are
4 and shall be treated equally without regard to or because of race, creed, color, national
5 origin, political affiliation, marital status, gender, age or handicap and in compliance with
6 all federal and state laws prohibiting discrimination in employment, including, but not
7 limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright
8 Act; and the State Fair Employment Practices Act.

9 C. LBDDC certifies and agrees that subcontractors, bidders and
10 vendors thereof are and shall be selected without regard to or because of race, creed,
11 color, national origin, political affiliation, marital status, sex, sexual orientation, age or
12 handicap.

13 D. All employment records shall be open for inspection and reinspection
14 at any reasonable time during the term of this Agreement for the purpose of verifying the
15 practice of nondiscrimination by LBDDC in the areas heretofore described.

16 E. If City finds that any of the above provisions have been violated, the
17 same shall constitute a material breach of contract upon which City may elect to cancel,
18 terminate, or suspend this Agreement.

19 14. Political Activities. Services under this Agreement will be used
20 exclusively for performance of the work required under this Agreement and no services
21 made available under this Agreement shall be used to promote any political activities.

22 15. Compliance with Laws. The parties agree to be bound by all
23 applicable federal, state and local laws, ordinance, and directives insofar as they pertain
24 to the performance of this Agreement.

25 16. Governing Law. This Agreement shall be construed in accordance
26 with the governed by the laws of the State of California.

27 17. Severability. The invalidity in whole or in part of any provision of this
28 Agreement shall not void or affect the validity of any other provision.

1 18. Notice. Any notice or notices required or permitted to be given
2 pursuant to this Agreement may be personally served on the other party by the party
3 giving such notice, or may be served by certified mail, postage prepaid, return receipt
4 requested.

5 All notices to City shall be sent to:
6 City of Long Beach
7 333 W. Ocean Blvd., 3rd Floor
8 Long Beach, California 90802
9 Attn: Director of Economic Development

10 All notices to LBDDC shall be sent to the address for LBDDC first listed
11 above.

12 19. Miscellaneous.

13 A. This Agreement shall not be amended nor any provision or default
14 waived except in writing signed by the parties.

15 B. In its performance of this Agreement, LBDDC shall comply with all
16 laws, rules, regulations, and ordinances of federal, state, and local government
17 authorities.

18 C. This Agreement constitutes the entire understanding between parties
19 and supersedes all other agreements, oral or written, with respect to the subject matter
20 herein.

21 D. This Agreement is not intended to and shall not be construed to
22 create a principal-agent relationship between City or LBDDC and LBDDC shall not hold
23 itself out as an agent of City. This Agreement is not intended to and shall not be
24 construed to create a partnership, joint venture or any other relationship between the
25 parties.

26 ///
27 ///
28 ///

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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20. Exhibits. LBDDC's Articles of Incorporation (Exhibit "A"), and Bylaws (Exhibit "B") are hereby attached and incorporated herein.

IN WITNESS WHEREOF, LBDDC and City hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

LONG BEACH DOWNTOWN
DEVELOPMENT CORPORATION

SEPTEMBER 4, 2018

By [Signature]
Name Ryan Alkon
Title Chairman of the Board

SEPTEMBER 4, 2018

By [Signature]
Name Allison B Krupp
Title Secretary

"LBDDC"

CITY OF LONG BEACH, a municipal corporation

Oct 25, 2018

By [Signature]
City Manager
Tom Modica
Assistant City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

This Agreement is approved as to form on October 15, 2018.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

**BYLAWS
OF THE
LONG BEACH DOWNTOWN DEVELOPMENT CORPORATION**

**ARTICLE I.
Organization**

1.1 Name. The name of the Corporation is Long Beach Downtown Development Corporation (“DDC” or “Corporation”).

1.2 Principle Office: The principle office of the Corporation shall be initially located at 100 West Broadway, Suite 120, Long Beach, California, 90802. The Corporation may have such other offices as the Board of Directors may determine from time to time.

**ARTICLE II.
Relationship to Downtown Long Beach Associates**

2.1 Relationship. Downtown Long Beach Associates (DLBA) was created as a separate non-profit Corporation and is organized and operated exclusively for charitable purposes, including but not limited to planning and public promotion activity and the provision of enhanced public services within the boundaries of the Long Beach Business and Property and Business-Based Business Improvement Districts (hereinafter referred to as the “Districts”).

In January 2011, DLBA finalized a “Business Plan for A Long Beach Downtown Development Corporation.” The business plan outlines DDC’s initial framework including the proposed scope, mission, goals, organizational structure and programming.

The DDC will be closely aligned to the DLBA to create operating and leadership efficiencies. The DLBA may lend support to the Corporation in a variety of ways that could encompass, but not be limited to, administrative services, accounting and audit, insurance, office space and other related matters pursuant to one or more service contracts. The financial accounts and records of the Corporation shall be kept separate and apart from DLBA. The Districts shall not be expected or required to pay for any of the expenses of the Corporation not contemplated or provided for in the budget of the Districts or permitted by applicable law. The DLBA Executive Committee shall serve as the Board of Directors of the Corporation.

Notwithstanding any provision herein, the DLBA shall have the following powers to review and approve the following matters prior to being the duly adopted and official acts of the Corporation:

- A. The annual operating and capital budget of the Corporation;
- B. Any amendment to the Articles of Incorporation, Bylaws or omission statement of the Corporation.

**ARTICLE III.
Mission and Purpose**

3.1 Mission

The mission of the Long Beach DDC is: “To stimulate public and private investment, community partnerships and resources to support the revitalization of Downtown Long Beach.”

3.2 Purpose

This Corporation is a nonprofit public benefit Corporation and not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

The specific goals of the Corporation are:

- A. To help attract investment to downtown Long Beach that creates jobs, expands existing businesses, recruits new businesses and promotes mixed-use development.
- B. Facilitate real estate development through innovative public/private partnerships.
- C. Support, expand and grow downtown businesses through innovative loan and incentive programs.
- D. Contribute to the overall economic health of downtown.
- E. Respond to unforeseen development opportunities as they present themselves – i.e. site-specific development, planning, or other types of investment responsive to the changing marketplace and economic conditions in Long Beach.

**ARTICLE IV.
Members**

4.1 Members. The Corporation shall have no members. Any action which would otherwise require approval by a majority of all members shall require approval by the Board of Directors.

**ARTICLE V.
Board of Directors**

5.1 Conduct of Business and Powers. The business affairs of the Corporation shall be conducted by the Board of Directors.

The Board of Directors shall be comprised of the Executive Committee of the DLBA. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not prohibited by law, the Articles of Incorporation, or these Bylaws, including but not limited to: identifying projects, programming, developing annual budgets and developing operating policies.

5.2 Initial Directors. The slate of initial Directors shall be the DLBA Executive Committee members.

5.3 Chair. The DLBA Board Chair shall be the Chair of the Board of Directors, who shall preside at all meetings.

5.4 Annual Meeting. The annual meeting of the Board of Directors shall be held at such time or place as the Board of Directors may determine, for the purpose of welcoming new Directors and Officers and for the transaction of such other business as may properly be brought before the meeting.

5.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chair or any two (2) Directors. The person or persons authorized to call a special meeting of the Board may fix any place as the place for holding any special meeting of the Board called by them.

5.6 Notice of Meetings. Notice stating the place, day and the hour of the Annual Meeting or any special meeting of the Board of Directors shall be given at least four (4) days if by first class mail or 48 hours if given personally, by telephone or other electronic method. Notice can always be waived by the attendees.

5.7 Action Without A Meeting. Any action that may be taken at a meeting of the Directors may be taken without a meeting, if consent in writing, setting forth the action to be taken, is agreed to by all the Directors.

5.8 Telephonic and Electronic Meetings. Meetings of the Board of Directors may be held by means of telephonic conference call, or via electronic medium.

5.9 Quorum. A majority of the Directors in office shall constitute a quorum for all purposes at any meeting of the Board. If a quorum is not present, a lesser number may adjourn the meeting to a later day, not more than ten (10) days later. The Secretary shall give written notice of the adjourned date to all members of the Board of Directors.

5.10 Manner of Acting. The act of a majority of the Directors present at the meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

5.11 Removal. Any one or more of the Directors may be removed either with or without cause at any time by a vote of a majority of the remaining members of the Board at any special meeting called for that purpose.

5.12 Vacancies. Any vacancy occurring in the Board of Directors shall be filled without undue delay by a majority vote of the remaining members of the Board at a special meeting called for that purpose. The election shall be held within sixty (60) days after the occurrence of the vacancy. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

5.13 Compensation. No compensation shall be paid to the Directors of the Corporation for their services. Directors may be reimbursed for their reasonable expenses incurred acting as Directors.

5.14 Standard of Conduct. Pursuant to Section 5231 of the California Nonprofit Corporation Law, a Director shall perform the duties of a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data. The Board may adopt a Conflict of Interest Policy that satisfies the requirements of California Nonprofit Corporation Law.

ARTICLE VI. Officers.

6.1 Designation. The officers of the Corporation shall be a Chair, a Vice Chair, a Secretary, and a Treasurer. The offices of Chair, Vice Chair, Secretary and Treasurer shall all be voluntary positions of the Corporation and no compensation shall be paid to such officers for their services. Officers may be reimbursed for their personal expenses in acting as officers. The Chief Executive Officer (CEO) of the Corporation shall supervise and control the business and affairs of the Corporation as provided below and the CEO shall be paid reasonable compensation for his or her services as set by the Board of Directors, and shall have such authority and shall perform such duties as may be prescribed by the Board. The same individual may simultaneously hold more than one office in the Corporation.

6.2 Election and Term of Office. The officers shall be seated at the Annual Meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

6.3 Removal. Any Officer may be removed by a majority vote of the Board of Directors at any time, with or without cause.

6.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise shall be filled without undue delay by the Board of Directors at a special meeting called for that purpose. The election shall be held within sixty (60) days after the occurrence of the vacancy. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

6.5 Chair. The Chair shall preside at all meetings of the Board of Directors and shall perform such other duties as may be from time to time assigned to him or her. The CEO shall confer with the Chair from time to time as the President may request regarding all activities of the Corporation.

6.6 CEO. The CEO shall be employed by, and shall be directly responsible to, the Board of Directors. The CEO shall be the chief administrative and staff officer of the Corporation. The DDC can hire an individual or firm, including the DLBA CEO, as an Executive Director to manage the organization and execute the goals of the association. The CEO shall conduct the official correspondence of the Corporation, preserve all books, documents and communications, and receive, disburse and administer funds of the Corporation in accordance with these Bylaws and Resolutions of the Board of Directors. The CEO shall (i) provide periodic financial reports to the Chair and/or the Executive Committee, as the board may direct, (ii) submit to the Board an annual independent audit and written report of the Corporation's business affairs and operations, (iii) prepare a proposed budget and business plan for the coming year at the close of each fiscal year for the review and approval by the Board, (iv) employ and have general supervision of all employees of the Corporation, and (v) perform other such duties as may be incident to this office, subject to the direction of the Board of Directors.

6.7 Vice Chair. The Vice Chair (and any additional and/or assistant Vice Chairs) shall have such powers and perform such duties as the CEO or Chair may from time to time prescribe and any other duties described in these Bylaws. The Vice Chair shall perform the duties of the Chair in the case of the Chair's absence.

6.8 Secretary. The Secretary (and any additional and/or assistant Secretaries) shall keep the minutes of all proceedings of the Board of Directors in one or more books provided for that purpose. The Secretary shall attend to the giving and serving of all notices required by these Bylaws or as required by law. The Secretary shall be the custodian of the Corporate records. The Secretary may sign, in the name of the

Corporation; all contracts authorized by the Board. The Secretary shall perform all duties incident to the office of Secretary and such other duties as, from time to time, may be assigned to him by the Chair or Board of Directors.

6.9 Treasurer. The Treasurer shall be responsible for monitoring and reporting to the Board of Directors all fiscal policies and procedures of the Corporation regarding the accurate amounts of monies received and paid out, the custody of all monies and securities, and the preparation and issuance of financial statements and reports. The Treasurer may endorse on behalf of the Corporation for collection checks, promissory notes, and other obligations, and the Board of Directors may designate. The Treasurer may sign receipts and vouchers for payments made to the Corporation. The Treasurer shall sign checks, drafts or orders on behalf of the Corporation to the extent he or she is authorized to do so pursuant to these Bylaws. The Treasurer shall enter regularly in books of the Corporation, to be kept by the Treasurer for those purposes, full and accurate accounts of all monies received and paid on account of the Corporation. The Treasurer shall be responsible for having prepared and timely filed all necessary tax forms with the Internal Revenue Service and the State of California.

6.10 Compensation. Except for the CEO, no compensation shall be paid to the Officers of the Corporation for their services. Officers may be reimbursed for their reasonable expenses in acting as officers.

ARTICLE VII. Executive and Other Committees

7.1 Executive Committee. The Board of Directors may appoint from its own members an Executive Committee, which shall have such number of members as the Board shall designate, to act on behalf of the Board of Directors, except when the board is in session. The Executive Committee shall have the power to transact all business of the Corporation between meetings of the Board. The Executive Committee shall take no actions contrary to the formally stated policies of the Board, the Articles of Incorporation, these Bylaws, or the State of California. All actions of the Executive Committee are subject to review by the Board at the next regular or special Board meeting.

7.2 Other Committees. The Board of Directors may appoint other committees for any purpose. Such committees shall be comprised of Directors and interested community members as deemed suitable by the Board of Directors.

7.3 Rules. Each committee may adopt rules for its own governance not inconsistent with the Articles of Incorporation, these Bylaws, any rules adopted by the Board of Directors, or applicable law.

ARTICLE VIII. Financial Matters

8.1 Annual Budget. The Board of Directors shall adopt a budget each fiscal year. The fiscal year of the Corporation shall be October 1 through September 30.

8.2 Contract and Instruments. Except as otherwise provided in the Articles of Incorporation and these Bylaws, the Board of Directors may authorize any officer or employee to enter into contracts and to execute or draw any instrument on behalf of the Corporation.

8.3 Debts and Obligations. No officer, Director, agent or employee of the Corporation shall incur any indebtedness in the name of the Corporation or make any commitment involving the Corporation unless authorized to do so in writing by the Board of Directors.

8.4 Corporation Funds. All funds of the Corporation shall be deposited to the credit of the Corporation in such depository institutions as the Board of Directors may select or as may be selected by an officer or employee designated by the Board of Directors. All funds of the Corporation, except for investment accounts, shall be placed in depository institutions the accounts of which are insured by the Federal Deposit Insurance Corporation and shall be withdrawn only in accordance with procedures approved by the Board.

8.5 Gifts and Contributions. The Corporation may, in its discretion, solicit and accept gifts, grants, contributions and bequests of money and/or property from members of the general public and institutions. Such monies and/or property shall vest in the Corporation upon receipt and acceptance by an authorized representative of the Corporation. Receipt and acceptance of a negotiable instrument shall be evidenced by the Corporation's endorsement thereon.

8.6 Disbursements. Except as expressly provided by these Bylaws, no funds of the Corporation shall be disbursed unless the same shall have been approved, authorized, and ordered by the Board of Directors in writing. All disbursements shall be made by check, with a signer(s) authorization designated by the Board of Directors. Upon approval of the budget, the Secretary may make disbursements for the payment of expenses provided for in the budget; provided, however, that all disbursements for the payment of expenses provided for in the budget; provided, however, that all disbursements for reimbursement of travel and entertainment expenses shall be approved by the Chair or Vice Chair prior to payment.

8.7 Financial Report. An annual financial report shall be prepared and submitted in accordance with the laws of the State of California.

ARTICLE IX. Miscellaneous

9.1 Parliamentary Procedure. All questions of parliamentary procedure, unless specifically provided herein, shall be determined according to the latest edition of Roberts' "Rules of Order."

9.2 Amendments. The Bylaws may be amended, altered or repealed only by a majority vote of the entire Board and only if notice of the proposed action has been given to all members of the Board at least five (5) days prior to the meeting at which such action is to be taken. Directors not present at the meeting considering such action may express their approval in writing.

9.3 Bonds. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Corporation and from any contractor handling or responsible for Corporation funds. The amount of such bonds, if required, shall be determined by the Board. Premiums on such bonds will be paid by the Corporation.

CERTIFICATE OF ADOPTION OF BYLAWS

The undersigned hereby certifies that _____ is duly appointed the acting Secretary of the Long Beach Downtown Development Corporation, and that the foregoing bylaws, consisting of seven (7) pages (inclusive of this page) were duly adopted as of _____, 2013, and that they constitute the Corporate Bylaws of the Long Beach Downtown Development Corporation in effect as of this date.

_____, Secretary

MAR -2 2011

ARTICLES OF INCORPORATION**I**

The name of the Corporation is Long Beach Downtown Development Corporation ("DDC" or "Corporation").

II

A. This Corporation is a nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for:

public and charitable purposes.

B. The specific purposes of the Corporation are to:

- (i) help attract investment to downtown Long Beach that creates jobs, expands existing businesses, recruits new businesses and promotes mixed-use development;
- (ii) facilitate real estate development through innovative public/private partnerships;
- (iii) support, expand and grow downtown businesses through innovative loan and incentive programs;
- (iv) contribute to the overall economic health of downtown;
- (v) respond to unforeseen development opportunities as they present themselves – i.e. site-specific development, planning, or other types of investment responsive to the changing marketplace and economic conditions in Long Beach.

The mission of the Long Beach DDC is to stimulate public and private investment, community partnerships and resources to support the revitalization of Downtown Long Beach.

III

The name and address in the State of California of this Corporation's initial agent for service of process is:

Name: Kraig Kojian
Address: 100 W. Broadway, Suite 120
City: Long Beach State: California Zip Code: 90802

IV

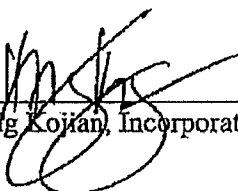
A. This Corporation is organized and operated exclusively for charitable purposes within the meaning of Internal Revenue Code section 501(c)(3).

B. No substantial part of the activities of this Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively to for charitable purposes and which has established its tax exempt status under Internal Revenue Code section 501(c)(3).

IN WITNESS WHEREOF, the undersigned, being the incorporator of the Corporation, has executed these Articles of Incorporation on March 2, 2011



Craig Kojian, Incorporator



I hereby certify that the foregoing
transcript of 2 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

MAR - 3 2011 *LE*

Date: _____

Debra Bowen

DEBRA BOWEN, Secretary of State