

**CORPORATE DOCUMENTS**

**OF**

**EAST SACRAMENTO PRESERVATION TASK  
FORCE, INC.,  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT  
CORPORATION**

**ESTABLISHED  
FEBRUARY 26, 2008**

**COPY PREPARED FOR:  
WILL GREEN, PRESIDENT**

*Prepared By:*

*THE GORALKA LAW FIRM,  
A PROFESSIONAL CORPORATION  
2115 J Street, Suite 201  
Sacramento, CA 95816  
916.440.8036  
916.440.8038 Facsimile  
[jgoralka@goralkalawfirm.com](mailto:jgoralka@goralkalawfirm.com)*

Alex Padilla  
California Secretary of State

## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Wednesday, April 11, 2018. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

### C3088306 EAST SACRAMENTO PRESERVATION, INC.

<b>Registration Date:</b>	02/26/2008
<b>Jurisdiction:</b>	CALIFORNIA
<b>Entity Type:</b>	DOMESTIC NONPROFIT
<b>Status:</b>	ACTIVE
<b>Agent for Service of Process:</b>	WILL GREEN 425 SAN MIGUEL WAY SACRAMENTO CA 95819
<b>Entity Address:</b>	425 SAN MIGUEL WAY SACRAMENTO CA 95819
<b>Entity Mailing Address:</b>	PO BOX 191763 SACRAMENTO CA 95819

A Statement of Information is due EVERY EVEN-NUMBERED year beginning five months before and through the end of February.

Document Type	↕ File Date	↕ PDF
SI-COMPLETE	12/20/2017	
SI-COMPLETE	06/02/2017	
AMENDMENT	10/05/2010	
REGISTRATION	02/26/2008	

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)

[New Search](#)

[Back to Search Results](#)



**Secretary of State**  
**Statement of Information**  
 (California Nonprofit, Credit Union and  
 General Cooperative Corporations)

SI-100  
 47  
 BC

17-669648

**FILED**  
 Secretary of State  
 State of California

DEC 20 2017

2/1/20/PC

This Space For Office Use Only

2. 7-Digit Secretary of State File Number  
**C3088306**

**IMPORTANT** — Read instructions before completing this form.  
 Filing Fee — \$20.00;  
 Copy Fees — First page \$1.00; each attachment page \$0.50;  
 Certification Fee — \$5.00 plus copy fees

1. Corporation Name (Enter the exact name of the corporation as it is recorded with the California Secretary of State)  
**EAST SACRAMENTO PRESERVATION, INC**

**3. Business Addresses**

a. Street Address of California Principal Office, if any - Do not enter a P.O. Box <b>425 SAN MIGUEL WAY</b>	City (no abbreviations) <b>SACRAMENTO</b>	State <b>CA</b>	Zip Code <b>95819</b>
b. Mailing Address of Corporation, if different than Item 3a <b>P.O. BOX 191763</b>	City (no abbreviations) <b>SACRAMENTO</b>	State <b>CA</b>	Zip Code <b>95819</b>

**4. Officers** The Corporation is required to enter the names and addresses of all three of the officers set forth below. An additional title for Chief Executive Officer or Chief Financial Officer may be added; however, the preprinted titles on this form must not be altered.

a. Chief Executive Officer/ <b>PRES, JANET</b>	First Name	Middle Name	Last Name <b>MAIRA</b>	Suffix
Address <b>733 SAN ANTONIO WAY</b>		City (no abbreviations) <b>SACRAMENTO</b>	State <b>CA</b>	Zip Code <b>95819</b>
b. Secretary <b>JENNIFER</b>	First Name	Middle Name	Last Name <b>CUMMINGS</b>	Suffix
Address <b>50 36TH WAY</b>		City (no abbreviations) <b>SACRAMENTO</b>	State <b>CA</b>	Zip Code <b>95819</b>
c. Chief Financial Officer/ <b>TREAS, MARTIN</b>	First Name	Middle Name	Last Name <b>PALOMAR</b>	Suffix
Address <b>425 SAN MIGUEL WAY</b>		City (no abbreviations) <b>SACRAMENTO</b>	State <b>CA</b>	Zip Code <b>95819</b>

**5. Service of Process** (Must provide either Individual OR Corporation.)

**INDIVIDUAL** - Complete Items 5a and 5b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) <b>Will</b>	Middle Name	Last Name <b>GREEN</b>	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box <b>425 SAN MIGUEL WAY</b>	City (no abbreviations) <b>SACRAMENTO</b>	State <b>CA</b>	Zip Code <b>95819</b>

**CORPORATION** - Complete Item 5c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 5a or 5b

**6. Common Interest Developments**

Check here if the corporation is an association formed to manage a common interest development under the Davis-Sterling Common Interest Development Act (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act (California Civil Code section 6500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 6760(a). See Instructions.

**7. The information contained herein, including in any attachments, is true and correct.**

12/19/2017      **WILL H. GREEN**      **PRES. EMERITUS**      *Will H. Green*  
 Date      Type or Print Name of Person Completing the Form      Title      Signature



# State of California Secretary of State

**N**

## Statement of Information

(Domestic Nonprofit, Credit Union and General Cooperative Corporations)

Filing Fee: \$20.00. If this is an amendment, see instructions.  
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

**FN10116**

**FILED**

In the office of the Secretary of State  
of the State of California

**JUN-02 2017**

**1. CORPORATE NAME**

EAST SACRAMENTO PRESERVATION, INC.

**2. CALIFORNIA CORPORATE NUMBER**

C3088306

This Space for Filing Use Only

**Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)**

3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
---	------	-------	----------

4. MAILING ADDRESS OF THE CORPORATION	CITY	STATE	ZIP CODE
---------------------------------------	------	-------	----------

JANET MAIRA PO BOX 191763, SACRAMENTO, CA 95819

**Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)**

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
-----------------------------	---------	------	-------	----------

JANET MAIRA 733 SAN ANTONIO WAY, SACRAMENTO, CA 95819

6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
--------------	---------	------	-------	----------

JENNIFER CUMMINGS 50 36TH WAY, SACRAMENTO, CA 95819

7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
-----------------------------	---------	------	-------	----------

MARTIN PALOMAR 425 SAN MIGUEL WAY, SACRAMENTO, CA 95819

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.

8. NAME OF AGENT FOR SERVICE OF PROCESS	CITY	STATE	ZIP CODE
---	------	-------	----------

JOHN M GORALKA

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
---	------	-------	----------

4470 DUCKHORN DR, SACRAMENTO, CA 95834

**Common Interest Developments**

10.  Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 6500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 6760(a). Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

06/02/2017	WILL H GREEN	PRES. EMERITUS	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

FEB 26 2008

**ARTICLES OF INCORPORATION OF  
EAST SACRAMENTO PRESERVATION TASK FORCE, INC.  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**

1. The name of the corporation is: **EAST SACRAMENTO PRESERVATION TASK FORCE, INC.**

2. 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 charitable purposes.

This corporation is organized exclusively charitable purposes within the meaning of Internal Revenue Code section 501(c)(3) or the corresponding provision of any future United States internal revenue law. Despite any other provision in these articles, the corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that do not further the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under Internal Revenue Code section 501(c)(3) or the corresponding provision of any future United States internal revenue law, or (b) a corporation, contributions to which are deductible under Internal Revenue Code section 170(c)(2) or the corresponding provision of any future United States internal revenue law.

3. The name and address in the State of California of the corporation's initial agent for service of process are:

**THE GORALKA LAW FIRM,  
a professional corporation**

4. Tax-exempt Status

(a) No substantial part of the activities of this corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Internal Revenue Code section 501(h); this corporation shall not participate or intervene in any political campaign (including publishing or distributing statements) on behalf of any candidate for public office.


(b) All corporate property is irrevocably dedicated to the purposes set forth in Article 2. No part of the net earnings of this corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders or members, or to individuals.

(c) On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to such organization (or organizations) organized and operated exclusively for charitable purposes, which has established its tax-exempt status under Internal Revenue Code section 501(c)(3) (or corresponding provisions of any future federal internal revenue law) and which has established its tax-exempt status under Revenue and Taxation Code section 23701d (or the corresponding section of any future California revenue and tax law).

Date: February 26, 2008

Incorporator:

THE GORALKA LAW FIRM,  
a professional corporation

By:   
John M. Goralka,  
Its President

A 0707750

FILED  
in the office of the Secretary of State  
of the State of California

OCT 5 2010

NETD: 3088306

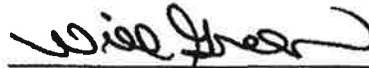
**CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION OF  
EAST SACRAMENTO PRESERVATION TASK FORCE, INC.,  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**

The undersigned certify that:

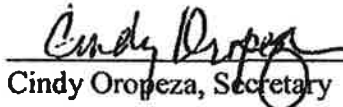
1. They are the President and the Secretary, respectively, of **EAST SACRAMENTO PRESERVATION TASK FORCE, INC.**, a California nonprofit public benefit corporation.
2. Article 1 of the Articles of Incorporation of this corporation is amended in its entirety read only as follows:
  - “1. The name of the corporation is: **EAST SACRAMENTO PRESERVATION, INC.**”
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 30, 2010



Will H. Green, President



Cindy Oropeza, Secretary

**CORPORATION DOCUMENTS OF  
EAST SACRAMENTO PRESERVATION TASK FORCE, INC.,  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**

**TABLE OF CONTENTS**

- 1. ARTICLES OF INCORPORATION**
- 2. ACTION OF INCORPORATOR**
- 3. BYLAWS**
- 4. WAIVER OF NOTICE AND MINUTES OF FIRST MEETING**
- 5. IRS FORM SS-4, APPLICATION FOR FEDERAL EMPLOYER IDENTIFICATION NUMBER**
- 6. STATEMENT BY DOMESTIC NONPROFIT CORPORATION**
- 7. INDEMNIFICATION AGREEMENT**
  - a. WILL GREEN**
  - b. CINDY OROPREZA**
  - c. BARBARA ROUNA**



PERSONAL AND CONFIDENTIAL

THE  
GORALKA  
LAW  
FIRM

May 1, 2008

A PROFESSIONAL  
CORPORATION

\* John M. Goralka  
Pam Jones

Mr. Will Green, President  
East Sacramento Preservation Task Force, Inc.  
425 San Miguel Way  
Sacramento, CA 95819

2115 J Street, Suite 201  
Sacramento, CA 95816-4738

E-mail: jgoralka@goralkalawfirm.com

www.goralkalawfirm.com

Telephone: 916.440.8036

Facsimile: 916.440.8038

*Re: Corporate Documents*

Dear Will:

Please be advised that the above-referenced corporation was formed on February 26, 2008 under the name "**East Sacramento Preservation Task Force, Inc., a California nonprofit public benefit corporation**" (the "**Corporation**"). Enclosed for your records is a certified copy of the Articles of Incorporation which were filed with the Secretary of State. Drafts of the following corporate documents are enclosed for your review. Please note that the documents referencing the directors will be updated once the remaining directors are made known to us.

1. **Action of Incorporator.** This document evidences the adoption of the Bylaws, the designation of you and Cindy Oropreza as Directors and my resignation or withdrawal from any further corporate action or responsibility as the incorporator.
2. **Bylaws.** The Bylaws set forth the rules and procedures that govern the management of the Corporation's activities and the conduct of its affairs.
3. **Minutes of First Meeting of Directors.** The resolutions detail the various actions taken by the Board of Directors with respect to the organization of the Corporation. The Minutes provide that the Corporation's tax year will end on December 31st of each year.

Please indicate the amount of cash or other assets that you will be contributing to the initial funding of the Corporation. If additional assets are to be contributed to the Corporation in exchange for membership interests, I will need a schedule identifying those assets. You should also verify the designation of officers in the minutes. Please provide the name and location of the bank or other financial institution which will be used in maintaining your corporate account.

4. **Waiver of Notice.** The Waiver of Notice is attached at the end of the Minutes (discussed in Item 2 above). This document is needed to comply with the statutory notice requirements for Directors' meetings.

EAST SACRAMENTO PRESERVATION TASK FORCE, INC.  
\\Server\Shared\WP Files\JMG\2808.001\Ltr to Client.2008.05.01.Incorporation Documents.doc

\* Certified Specialist, Taxation Law, The State Bar of California Board of Legal Specialization



Mr. Will Green, President  
EAST SACRAMENTO PRESERVATION TASK FORCE, INC.  
**Re: Corporate Documents**  
April 30, 2008  
Page 2

---

5. **Assignment of Federal Employer Identification Number.** The Application for Federal Employer Identification Number on IRS Form SS-4 has been submitted on your behalf.
6. **Statement of Information (Annual Statement).** This is a copy of the initial Statement of Information which was filed with the California Secretary of State.
7. **Indemnification Agreement.** This agreement provides for the maximum indemnification of agents for expenses incurred on behalf of the Corporation. A separate agreement was prepared for each known director.

Please review the corporate documents with your accountant to ensure that they are consistent with your expectations and are consistent with the manner in which the Corporation will conduct the business.

Please call me after you have had an opportunity to complete your review of the enclosed documents. I am confident that we can quickly make any minor changes or revisions that may be required so that the documents will be ready for your signature at our next meeting. I look forward to hearing from you soon.

Sincerely,

THE GORALKA LAW FIRM,  
a professional corporation

By: 

John M. Goralka

JMG/sk

Enclosures



3088306



**State of California**  
**Secretary of State**

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

FEB 26 2008

DEBRA BOWEN  
Secretary of State

FEB 26 2008

**ARTICLES OF INCORPORATION OF**  
**EAST SACRAMENTO PRESERVATION TASK FORCE, INC.**  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

1. The name of the corporation is: **EAST SACRAMENTO PRESERVATION TASK FORCE, INC.**

2. 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 charitable purposes.

This corporation is organized exclusively charitable purposes within the meaning of Internal Revenue Code section 501(c)(3) or the corresponding provision of any future United States internal revenue law. Despite any other provision in these articles, the corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that do not further the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under Internal Revenue Code section 501(c)(3) or the corresponding provision of any future United States internal revenue law, or (b) a corporation, contributions to which are deductible under Internal Revenue Code section 170(c)(2) or the corresponding provision of any future United States internal revenue law.

3. The name and address in the State of California of the corporation's initial agent for service of process are:

**THE GORALKA LAW FIRM,**  
**a professional corporation**

4. Tax-exempt Status

(a) No substantial part of the activities of this corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Internal Revenue Code section 501(h); this corporation shall not participate or intervene in any political campaign (including publishing or distributing statements) on behalf of any candidate for public office.

(b) All corporate property is irrevocably dedicated to the purposes set forth in Article 2. No part of the net earnings of this corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders or members, or to individuals.

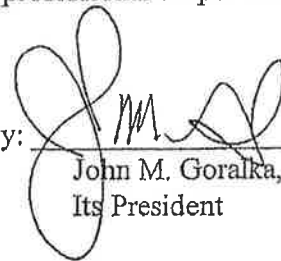
(c) On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to such organization (or organizations) organized and operated exclusively for charitable purposes, which has established its tax-exempt status under Internal Revenue Code section 501(c)(3) (or corresponding provisions of any future federal internal revenue law) and which has established its tax-exempt status under Revenue and Taxation Code section 23701d (or the corresponding section of any future California revenue and tax law).

Date: February 26, 2008

Incorporator:

THE GORALKA LAW FIRM,  
a professional corporation

By: \_\_\_\_\_



John M. Goralka,  
Its President



**ACTION OF INCORPORATOR  
OF  
EAST SACRAMENTO PRESERVATION TASK FORCE, INC.,  
A CALIFORNIA CORPORATION**

Effective as of **February 26, 2008**, the undersigned, sole incorporator of **EAST SACRAMENTO PRESERVATION TASK FORCE, INC., a California nonprofit public benefit corporation**, hereby adopts the following resolution under section 210 of the California Corporations Code:

1. **Adoption of Bylaws.** The Bylaws of the Corporation as presented to the incorporator are adopted. The Secretary is hereby authorized and directed to execute a certification of the adoption of the Bylaws and to file the Bylaws as so certified in the Minute Book of the Corporation, and to see that a copy of the Bylaws, similarly certified, is kept at the principal office of the Corporation in accordance with section 213 of the California Corporations Code.

2. **Election of Directors.** The following persons are elected as "Directors" of the Corporation, to hold office until the next annual meeting and until their successors have been elected and qualified:

**WILL GREEN  
CINDY OROPREZA  
BARBARA ROUNA**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Election of Officers.** The following persons are elected as the initial officers of this corporation:

WILL GREEN	President
CINDY OROPREZA	Secretary
BARBARA ROUNA	Treasurer

[Remainder of Page Intentionally Left Blank]

4. **Resignation and Withdrawal of Incorporator.** Effective immediately after execution of this Action of Incorporator, upon the election of the Directors, the undersigned incorporator hereby resigns and withdraws from the Corporation.

THE GORALKA LAW FIRM,  
a professional corporation

By: \_\_\_\_\_  
John M. Goralka  
Incorporator





**ACTION OF INCORPORATOR  
OF  
EAST SACRAMENTO PRESERVATION TASK FORCE, INC.,  
A CALIFORNIA CORPORATION**

Effective as of **February 26, 2008**, the undersigned, sole incorporator of **EAST SACRAMENTO PRESERVATION TASK FORCE, INC., a California nonprofit public benefit corporation**, hereby adopts the following resolution under section 210 of the California Corporations Code:

**1. Adoption of Bylaws.** The Bylaws of the Corporation as presented to the incorporator are adopted. The Secretary is hereby authorized and directed to execute a certification of the adoption of the Bylaws and to file the Bylaws as so certified in the Minute Book of the Corporation, and to see that a copy of the Bylaws, similarly certified, is kept at the principal office of the Corporation in accordance with section 213 of the California Corporations Code.

**2. Election of Directors.** The following persons are elected as "Directors" of the Corporation, to hold office until the next annual meeting and until their successors have been elected and qualified:

**WILL GREEN  
CINDY OROPREZA  
BARBARA ROUNA**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Election of Officers.** The following persons are elected as the initial officers of this corporation:

WILL GREEN	President
CINDY OROPREZA	Secretary
BARBARA ROUNA	Treasurer

[Remainder of Page Intentionally Left Blank]

4. **Resignation and Withdrawal of Incorporator.** Effective immediately after execution of this Action of Incorporator, upon the election of the Directors, the undersigned incorporator hereby resigns and withdraws from the Corporation.

THE GORALKA LAW FIRM,  
a professional corporation

By: \_\_\_\_\_  
John M. Goralka  
Incorporator



**BYLAWS**

**OF**

**EAST SACRAMENTO PRESERVATION  
TASK FORCE, INC.,  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT  
CORPORATION**

**ESTABLISHED  
FEBRUARY 26, 2008**

**BYLAWS  
OF  
EAST SACRAMENTO PRESERVATION TASK FORCE, INC.,  
A CALIFORNIA NONPROFIT PUBLIC BENEFIC CORPORATION  
TABLE OF CONTENTS**

<b>ARTICLE I: <u>NAME</u></b> .....	1
Section 1.1. <u>Name</u> .....	1
<b>ARTICLE II: <u>OFFICES</u></b> .....	1
Section 2.01. <u>Principal Office</u> .....	1
Section 2.02. <u>Change of Address</u> .....	1
Section 2.03. <u>Other Offices</u> .....	1
<b>ARTICLE III: <u>GENERAL AND SPECIFIC PURPOSES; LIMITATIONS</u></b> .....	1
Section 3.01. <u>General and Specific Purposes</u> .....	1
<b>ARTICLE IV: <u>CONSTRUCTION AND DEFINITIONS</u></b> .....	2
Section 4.01. <u>Construction and Definitions</u> .....	2
<b>ARTICLE V: <u>DEDICATION OF ASSETS</u></b> .....	2
Section 5.01. <u>Dedication of Assets</u> .....	2
<b>ARTICLE VI: <u>NO MEMBERS</u></b> .....	2
Section 6.01. <u>No Members</u> .....	2
Section 6.02. <u>Effect of Prohibition</u> .....	2
<b>ARTICLE VII: <u>BOARD OF DIRECTORS</u></b> .....	3
Section 7.01. <u>Number of Directors</u> .....	3
Section 7.02. <u>Powers</u> .....	3
A. <u>Appointment and Removal of Officers, Employees and Agents</u> .....	3
B. <u>Change location of the Principal Business Office</u> .....	3
C. <u>Borrow Money</u> .....	3
D. <u>Control and Management</u> .....	3
E. <u>Corporate Seal</u> .....	3
Section 7.03. <u>Selection And Term of Office</u> .....	4
Section 7.04. <u>Eligibility and Qualifications of Directors</u> .....	4
Section 7.05. <u>Vacancies on Board of Directors</u> .....	4
A. <u>Events Causing Vacancies on Board</u> .....	4
B. <u>Resignation of Directors</u> .....	4
C. <u>Filing Vacancies on Board of Directors</u> .....	4
Section 7.06. <u>Meetings of Board of Directors</u> .....	4
A. <u>Place of Board Meetings</u> .....	4
B. <u>Meetings by Telephone or Other Telecommunications Equipment</u> .....	5

**BYLAWS**  
**OF**  
**EAST SACRAMENTO PRESERVATION TASK FORCE, INC.,**  
**A CALIFORNIA NONPROFIT PUBLIC BENEFIC CORPORATION**  
**TABLE OF CONTENTS**

C.	<u>Annual and Other Meetings</u> .....	5
D.	<u>Special Meetings</u> .....	5
(i)	<u>Authority to Call Special Meetings</u> .....	5
(ii)	<u>Notice of Special Meetings</u> .....	5
E.	<u>Quorum</u> .....	6
F.	<u>Waiver of Notice</u> .....	6
G.	<u>Adjournment</u> .....	7
H.	<u>Notice of Adjourned Meeting</u> .....	7
Section 7.07.	<u>Action Without a Meeting</u> .....	7
Section 7.08.	<u>Compensation and Reimbursement</u> .....	7
Section 7.09.	<u>Committees of the Board of Directors</u> .....	7
A.	<u>Creation and Powers of Committees</u> .....	7
B.	<u>Meetings and Actions of Committees</u> .....	8
<b>ARTICLE VIII: <u>OFFICERS OF THE CORPORATION</u></b> .....		8
Section 8.01.	<u>Offices Held</u> .....	8
Section 8.02.	<u>Election of Officers</u> .....	8
Section 8.03.	<u>Appointment of Other Officers</u> .....	9
Section 8.04.	<u>Removal of Officers</u> .....	9
Section 8.05.	<u>Resignation of Officers</u> .....	9
Section 8.06.	<u>Vacancies in Office</u> .....	9
Section 8.07.	<u>Responsibilities of Officers</u> .....	9
A.	<u>Chairman of the Board</u> .....	9
B.	<u>President</u> .....	9
C.	<u>Vice Presidents</u> .....	9
D.	<u>Secretary</u> .....	10
(i)	<u>Minutes of Meetings</u> .....	10
(ii)	<u>Corporate Records</u> .....	10
(iii)	<u>Notices</u> .....	10
E.	<u>Chief Financial Officer</u> .....	10
(i)	<u>Corporate Books</u> .....	10
(ii)	<u>Deposits</u> .....	10
(iii)	<u>Withdrawal of Officer</u> .....	11
<b>ARTICLE IX: <u>CONTRACTS WITH DIRECTORS AND OFFICERS</u></b> .....		11
Section 9.01.	<u>Contracts With Directors And Officers</u> .....	11
<b>ARTICLE X: <u>LOANS TO DIRECTORS AND OFFICERS</u></b> .....		12
Section 10.01.	<u>Loans to Directors And Officers</u> .....	12

**BYLAWS  
OF  
EAST SACRAMENTO PRESERVATION TASK FORCE, INC.,  
A CALIFORNIA NONPROFIT PUBLIC BENEFIC CORPORATION  
TABLE OF CONTENTS**

<b>ARTICLE XI: <u>INDEMNIFICATION</u></b> .....	12
Section 11.01. <u>Definition</u> .....	12
Section 11.02. <u>Indemnification in Actions by Third Parties</u> .....	12
Section 11.03. <u>Indemnification in Actions by or in the Right of the Corporation</u> .....	12
Section 11.04. <u>Indemnification Against Expenses</u> .....	13
Section 11.05. <u>Required Determinations</u> .....	13
Section 11.06. <u>Advance of Expenses</u> .....	14
Section 11.07. <u>Other Indemnification</u> .....	14
Section 11.08. <u>Forms of Indemnification Not Permitted</u> .....	14
Section 11.09. <u>Insurance</u> .....	14
Section 11.10. <u>Nonapplicability to Fiduciaries of Employee Benefit Plans</u> .....	14
<b>ARTICLE XII: <u>NONDISCRIMINATION</u></b> .....	15
Section 12.01. <u>Nondiscrimination</u> .....	15
<b>ARTICLE XIII: <u>MAINTENANCE OF CORPORATE RECORDS</u></b> .....	15
Section 13.01. <u>Maintenance of Corporate Records</u> .....	15
<b>ARTICLE XIV: <u>DIRECTORS' RIGHT TO INSPECT CORPORATE RECORDS</u></b> .....	15
Section 14.01. <u>Directors' Right to Inspect</u> .....	15
<b>ARTICLE XV: <u>ANNUAL REPORTS</u></b> .....	15
Section 15.01. <u>Annual Report</u> .....	15
Section 15.02. <u>Annual Statement of Certain Transactions and Indemnifications</u> .....	16
<b>ARTICLE XVI: <u>OTHER PROVISIONS</u></b> .....	16
Section 16.01. <u>Endorsement of Documents And Contracts</u> .....	16
Section 16.02. <u>Representation of Shares of Other Corporations</u> .....	17
Section 16.03. <u>Amendments</u> .....	17
<b><u>Certificate of Secretary</u></b> .....	18



**BYLAWS**  
**OF**  
**EAST SACRAMENTO PRESERVATION TASK FORCE, INC.,**  
**A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**

**ARTICLE I:**  
**NAME.**

**Section 1.1. Name.** The name of this Corporation is EAST SACRAMENTO PRESERVATION TASK FORCE, INC., a California nonprofit public benefit corporation (the "Corporation").

**ARTICLE II:**  
**OFFICES.**

**Section 2.01. Principal Office.** The principal office of the transaction of the activities and affairs of this Corporation is located at 425 San Miguel Way, County of Sacramento, State of California.

**Section 2.02. Change of Address.** The Board of Directors is granted full power and authority to change the principal office of the Corporation. Any such change of location must be noted by the Secretary on these Bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

**Section 2.03. Other Offices.** Branch or subordinate offices may be established at any time and at any place by the Board of Directors.

**ARTICLE III:**  
**GENERAL AND SPECIFIC PURPOSES; LIMITATIONS.**

**Section 3.01. General and Specific Purposes.** The purpose of this Corporation is for exclusively charitable purposes within the meaning of Internal Revenue Code §501(c)(3) or the corresponding provision of any future United States internal revenue law. In the context of these general purposes, the Corporation shall ~~engage in~~ *[preventing community deterioration problems by providing community forums, speaker panels, written material, and other opportunities to engage and educate community members]*. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that do not further the purposes of this Corporation, and the Corporation shall not carry on any other activities not permitted to be carried on by:

work to

A. A corporation exempt from federal income tax under Internal Revenue Code §501(c)(3) or the corresponding provision of any future United States internal revenue law; or

B. A corporation, contributions to which are deductible under Internal Revenue Code §170(c)(2) or the corresponding provision of any future United States internal revenue law.

**ARTICLE IV:**  
**CONSTRUCTION AND DEFINITIONS.**

**Section 4.01. Construction and Definitions.** Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

**ARTICLE V:**  
**DEDICATION OF ASSETS.**

**Section 5.01. Dedication of Assets.** This Corporation’s assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or Corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code §501(c)(3).

**ARTICLE VI:**  
**NO MEMBERS.**

**Section 6.01. No Members.** This Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. Any action which would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise vest in the members shall vest in the Board of Directors.

**Section 6.02. Effect of Prohibition.** Any action that would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Board of Directors. All rights that would otherwise vest under the California Nonprofit Corporation Law in the members shall vest in the Board of Directors.

**ARTICLE VII:**  
**BOARD OF DIRECTORS.**

**Section 7.01. Number of Directors.** The authorized number of Directors shall be ten (10) until changed by amendment of the Articles or by a Bylaw. The Directors are collectively referred to as the "Board of Directors". The names and addresses of the initial Directors are set forth in **Exhibit "A"** attached hereto and incorporated by reference herein.

**Section 7.02. Powers.** Subject to the provisions and limitations of the California Nonprofit Corporation Law and any other applicable laws, and any limitations of the Articles and these Bylaws, the activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by or under the Board of Directors. The Board of Directors may delegate the management of the activities of the corporation to any person or persons, a management company, or committees however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board of Directors shall have the following powers in addition to the other powers enumerated in these Bylaws:

**A. Appointment and Removal of Officers, Employees and Agents.** Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these Bylaws; fix their compensation; and require from them security for faithful service.

**B. Change location of the Principal Business Office.** Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in or outside California for holding any meeting of the Board.

**C. Borrow Money.** Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidence of debt and securities.

**D. Control and Management.** To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations therefor not inconsistent with law, the Articles, or these Bylaws, as they may deem best.

**E. Corporate Seal.** To adopt, make, and use a corporate seal and to alter the form of such seal from time to time as the Board of Directors may deem best.

**Section 7.03. Selection And Term of Office.** Directors elected by the Board shall hold office for two (2) years and shall be elected by a majority vote of the then current Board of Directors. Each Director shall hold office until the earlier of the death, resignation, or removal of that director.

**Section 7.04. Eligibility and Qualifications of Directors.** Directors shall be persons committed to the furtherance of the purposes of the Corporation. Directors shall have substantial business and financial experience or shall have substantial experience with respect to [*community education*]. All Directors shall evidence their commitment by filing a signed Affirmation of Unreserved Commitment.

**Section 7.05. Vacancies on Board of Directors.**

**A. Events Causing Vacancies on Board.** A vacancy or vacancies on the Board of Directors shall occur in the event of:

- (i) Death or resignation of any Director;
- (ii) The declaration by resolution of the Board of a vacancy in the office of a Director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or
- (iii) Increase in the authorized number of Directors.

**B. Resignation of Directors.** Except as provided below, any Director may resign by giving written notice to the chairman of the Board, if any, or to the President or Secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a Director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.

**C. Filing Vacancies on Board of Directors.** Vacancies to be filled by election by Directors may be filled by a Director designated by a majority of a quorum of remaining Directors or the unanimous written consent of the remaining Directors. Each Director so selected shall hold office until the expiration of the term of the replaced Director and until a successor has been selected and qualified.

**Section 7.06. Meetings of Board of Directors.**

**A. Place of Board Meetings.** Meetings of the Board shall be held at any place within or outside California that has been designated by resolution of the Board or in the notice of the meeting or, if not so designated, at the principal office of the Corporation.

**B. Meetings by Telephone or Other Telecommunications Equipment.**

Any Board meeting may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if all of the following apply:

(i) Each Director participating in the meeting can communicate concurrently with all other Directors.

(ii) Each Director is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Corporation.

(iii) The Board has adopted and implemented a means of verifying both of the following:

(a) A person communicating by telephone, video screen, or other communications equipment is a Director entitled to participate in the Board meeting.

(b) All statements, questions, actions, or votes were made by that Director and not by another person not permitted to participate as a Director.

**C. Annual and Other Meetings.** A general meeting of the Board shall be held at least annually at such time and place, and on such notice, if any, as the Board may determine. A general meeting is for the purposes of organization, election of officers, and transaction of other business.

Other general meetings of the Board may be held without notice at such time and place as the Board may fix from time to time.

**D. Special Meetings.**

(i) **Authority to Call Special Meetings.** Special meetings of the Board for any purpose may be called at any time by the Chairman of the Board, if any, the President or any Vice President, the Secretary, or any two Directors.

(ii) **Notice of Special Meetings.** Notice of the time and place of special meetings shall be given to each Director by:

(a) personal delivery of written notice;

(b) first-class mail, postage prepaid;

(c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the

Director or to a person at the Director's office who would reasonably be expected to communicate that notice promptly to the Director;

- (d) telegram;
- (e) facsimile;
- (f) electronic mail; or
- (g) other electronic means.

All such notices shall be given or sent to the Director's address or telephone number as shown on the Corporation's records. Notices sent by first-class mail shall be deposited in the United States mails at least 4 days before the time set for the meeting. Notices given by personal delivery, telephone, electronic mail, or telegraph shall be delivered, telephoned, sent, or given to the telegraph company, respectively, at least 48 hours before the time set for the meeting.

The notice shall state the time of the meeting and the place, if the place is other than the Corporation's principal office. The notice need not specify the purpose of the meeting.

**E. Quorum.** A majority of the authorized number of Directors shall constitute a quorum for the transaction of any business except adjournment. Every action take or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be an act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- (i) Approval of contracts or transactions in which a Director has a direct or indirect material financial interest;
- (ii) Approval of certain transactions between Corporations having common Directorships;
- (iii) Creation of and appointments to committees of the Board; and
- (iv) Indemnification of Directors.

A meeting at which a quorum is initially present may continue to transaction business, despite the withdrawal of some Directors, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

F. **Waiver of Notice.** Notice of a meeting need not be given to any Director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Director who attends the meeting and who, before or at the beginning of the meeting, does not protest the lack of notice to him or her.

G. **Adjournment.** A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

H. **Notice of Adjourned Meeting.** Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the Directors who were not present at the time of the adjournment.

**Section 7.07. Action Without a Meeting.** Any action that the Board is required or permitted to take may be taken without a meeting if all Board members consent in writing to the action; provided, however, that the consent of any Director who has a material financial interest in a transaction to which the Corporation is a party and who is an “interested Director” as defined in Corporations Code §5233 shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.

**Section 7.08. Compensation and Reimbursement.** Directors may receive such compensation, if any, for their services as Directors or officers, and such reimbursement of expenses, as the Board may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

**Section 7.09. Committees of the Board of Directors.**

A. **Creation and Powers of Committees.** The Board, by resolution adopted by a majority of the Directors then in office, may create one (1) more committees, each consisting of two (2) or more Directors and no one who is not a Director, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the Directors then in office. The Board may appoint one or more Directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board resolution, except that no committee may:

(i) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;

(ii) Fill vacancies on the Board or any committee of the Board;

(iii) Fix compensation of the Directors for serving on the Board or on any committee;

(iv) Amend or repeal Bylaws or adopt new Bylaws;

(v) Amend or repeal any resolution of the Board that by its express terms is not so amendable or repealable;

(vi) Create any other committees of the Board or appoint the members of committees of the Board;

(vii) Expend corporate funds to support a nominee for Director if more people have been nominated for Director than can be elected; or

(viii) Approve any contract or transaction to which the Corporation is a party and in which one or more of its Directors has a material financial interest, except as special approval is provided for in Corporations Code §5233(d)(3).

**B. Meetings and Actions of Committees.** Meetings and actions of committees of the Board shall be governed by, held, and taken under the provisions of these Bylaws concerning meetings and other Board actions, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these Bylaws. If the Board has not adopted rules, the committee may do so.

## **ARTICLE VIII: OFFICERS OF THE CORPORATION.**

**Section 8.01. Offices Held.** The officers of this Corporation shall be a Chairman of the Board, a President, a Secretary, and a Chief Financial Officer. The Corporation, at the Board's discretion, may also have a Vice Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed under Section 8.03 of these Bylaws. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.



**Section 8.02. Election of Officers.** The officers of this Corporation, except any appointed under Section 8.03 of these Bylaws, shall be chosen annually by the Board. All officers under Section 8.01. shall be chosen annually by, and shall serve at the pleasure of the Board and shall hold their respective offices until their resignation, removal, or other disqualification from service or until their respective successors shall be elected.

**Section 8.03. Appointment of Other Officers.** The Board may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the Corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the Bylaws or established by the Board.

**Section 8.04. Removal of Officers.** Without prejudice to the rights of any officer under an employment contract, the Board may remove any officer with or without cause. An officer who was not chosen by the Board may be removed by any other officer on whom the Board confers the power of removal.

**Section 8.05. Resignation of Officers.** Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

**Section 8.06. Vacancies in Office.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for normal appointments to that office, provided, however, that vacancies need not be filled on an annual basis.

**Section 8.07. Responsibilities of Officers.**

**A. Chairman of the Board.** If a Chairman of the Board of Directors is elected, he or she shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time. If there is no President, the Chairman of the Board shall also be the Chief Executive Officer and shall have the powers and duties of the President of the Corporation set forth in these Bylaws.

**B. President.** Subject to such supervisory powers as the Board may give to the Chairman of the Board, if any, and subject to the control of the Board, the President shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers. The President shall preside at all Directors' meetings and, in the absence of the Chairman of the Board, or if none, at all Board meetings. The President shall have such other powers and duties as the Board or the Bylaws may require.

**C. Vice Presidents.** If the President is absent or disabled, the Vice Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice President

designated by the Board, shall perform all duties of the President. When so acting, a Vice President shall have all the powers of and be subject to all restrictions on the President. The Vice Presidents shall have such other powers and perform such other duties as the Board or the Bylaws may require.

**D. Secretary.**

(i) **Minutes of Meetings.** The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; and the names of persons present at Board and committee meetings.

(ii) **Corporate Records.** The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and Bylaws, as amended to date.

(iii) **Notices.** The Secretary shall give, or cause to be given, notice of all meetings of the Board, and of committees of the Board that these Bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board or the Bylaws may require.

**E. Chief Financial Officer.** The Chief Financial Officer may also be referred to as the "Treasurer".

(i) **Corporate Books.** The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate, and correct books and accounts of the Corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of accounts shall be open to inspection by a Director at all reasonable times.

(ii) **Deposits.** The Chief Financial Officer shall:

(a) Deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate;

(b) Disburse the Corporation's funds as the Board may order;

(c) Render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and

(d) Have such other powers and perform such other duties as the Board or the Bylaws may require.

(iii) **Withdrawal of Officer.** If required by the Board, the Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

## **ARTICLE IX: CONTRACTS WITH DIRECTORS AND OFFICERS.**

**Section 9.01. Contracts With Directors And Officers.** No Director of this Corporation, firm, association, or other entity in which one or more of this Corporation's Directors are Directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction, unless:

**A.** The material facts regarding that Director's financial interest in such contract or transaction or regarding such common Directorship, officership, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the Board prior to the Board's consideration of such contract or transaction;

**B.** Such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose without counting the votes of the interest Directors;

**C.** Before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and

**D.** The Corporation for its own benefit enters into the transaction, which is fair and reasonable to the Corporation at the time the transaction is entered into.

This Section does not apply to a transaction that is part of an education or charitable program of this Corporation if it:

**A.** Is approved or authorized by the Corporation in good faith and without unjustified favoritism; and

**B.** Results in a benefit to one or more Directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this Corporation.

**ARTICLE X:**  
**LOANS TO DIRECTORS AND OFFICERS.**

**Section 10.01. Loans to Directors And Officers.** This Corporation shall not lend any money or property to or guarantee the obligation of any Director or officer without the approval of the California Attorney General; provided, however, that the Corporation may advance money to a Director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Director or officer would be entitled to reimbursement for such expenses by the Corporation.

**ARTICLE XI:**  
**INDEMNIFICATION.**

**Section 11.01. Definition.** For the purposes of this Article XI, “agent” means any person who is or was a Director, officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a Director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation; “proceeding” means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative; and “expenses” includes, without limitation, attorney’s fees and any expenses of establishing a right to indemnification under Section 11.04 or 11.05(B).

**Section 11.02. Indemnification in Actions by Third Parties.** The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor, an action brought under §5233 of the California Nonprofit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust), by reason of the fact that such person is or was an agent of the Corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceedings if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person’s conduct was unlawful.

**Section 11.03. Indemnification in Actions by or in the Right of the Corporation.** The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the

corporation, or brought under §5233 of the California Nonprofit Public Benefit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed 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. No indemnification shall be made under this Section 11.03:

A. In respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

B. Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court, approval; or

C. Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

**Section 11.04. Indemnification Against Expenses.** To the extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to in Section 11.02. or 11.03. or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

**Section 11.05. Required Determinations.** Except as provided in Section 11.04, any indemnification under this Article XI shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 11.02 or 11.03, by:

A. A majority vote of a quorum consisting of Directors who are not parties to such proceeding; or

B. The court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Corporation.

**Section 11.06. Advance of Expenses.** Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article XI.

**Section 11.07. Other Indemnification.** No provision made by the Corporation to indemnify it or its subsidiary's Directors or officers for the defense of any proceeding, whether contained in the Articles, Bylaws, a resolution of the Directors, an agreement or otherwise, shall be valid unless consistent with this Article XI. Nothing contained in this Article XI shall affect any right to indemnification to which persons other than such Directors and officers may be entitled by contract or otherwise.

**Section 11.08. Forms of Indemnification Not Permitted.** No indemnification or advance shall be made under this Article XI, except as provided in Sections 11.04 or 11.05(B), in any circumstances where it appears:

A. That it would be inconsistent with a provision of the Articles, these Bylaws or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

B. That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

**Section 11.09. Insurance.** The Corporation shall have power to purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article XI, provided, however, that the Corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the Corporation for a violation of §5233 of the California Nonprofit Public Benefit Corporation Law.

**Section 11.10. Nonapplicability to Fiduciaries of Employee Benefit Plans.** This Article XI does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Corporation as defined in Section 11.01. The Corporation shall have power to indemnify such trustees, investment manager or other fiduciary to the extent permitted by subdivision (f) of §207 of the California General Corporation Law.

**ARTICLE XII:  
NONDISCRIMINATION.**

**Section 12.01. Nondiscrimination.** The Corporation recognizes the rights of all persons to equal opportunity in employment, compensation, promotion, education, positions of leadership and power, and shall not, at any time, discriminate against any employee, applicant for employment, Director, officer, contractor, or any other person with whom it deals, because of race, color, sex, or national origin.

**ARTICLE XIII:  
MAINTENANCE OF CORPORATE RECORDS.**

**Section 13.01. Maintenance of Corporate Records.** This Corporation shall keep:

- A. Adequate and correct books and records of accounts;
- B. Written minutes of the proceedings of the Board, and committees of the Board; and
- C. A record of each Director's name and address.

**ARTICLE XIV:  
DIRECTORS' RIGHT TO INSPECT CORPORATE RECORDS.**

**Section 14.01. Directors' Right to Inspect.** Every Director shall have the absolute right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

**ARTICLE XV:  
ANNUAL REPORTS.**

**Section 15.01. Annual Report.** The Board shall cause an annual report to be sent to the Directors within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- A. The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- B. The principal changes in assets and liabilities, including trust funds;

C. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

D. The Corporation's expenses or disbursements for both general and restricted purposes;

E. Any information required by Section 15.02 below; and

F. An independent accountants' report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

This requirement of an annual report shall not apply if the Corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors.

**Section 15.02. Annual Statement of Certain Transactions And Indemnifications.** As part of the annual report to all Directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually furnish to each Director a statement of any transaction or indemnification of the following kind:

A. Any transaction:

(i) In which the Corporation, or its parent or subsidiary, was a party;

(ii) In which an "interested person" had a direct or indirect material financial interest; and

(iii) Which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is any Director or officer of the Corporation, its parent, or subsidiary (but mere common Directorship shall not be considered such an interest).

B. Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or Director of the Corporation under Articles X and XI of these Bylaws, unless that indemnification has already been approved by the Directors under Corporations Code §5238(e)(1).

## **ARTICLE XVI: OTHER PROVISIONS.**

**Section 16.01. Endorsement of Documents And Contracts.** Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into



between the Corporation and any other person, when signed by the Chairman of the Board, the President, or any Vice President, and the Secretary, any Assistant Secretary, the Treasurer, or any Assistant Treasurer of the Corporation shall be valid and binding on the Corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instrument may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and, unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or pledge its credit or to render it liable for any purpose or amount.

**Section 16.02. Representation of Shares of Other Corporations.** The President or any other officer or officers authorized by the Board or the President are each authorized to vote, represent, and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the Corporation. The authority herein granted may be exercised either by any such officer in person or by any other person authorized to do so by proxy or power of attorney duly executed by said officer.

**Section 16.03. Amendments.** These Bylaws may be amended or repealed by the approval of the Board.

**[Remainder of Page Intentionally Left Blank]  
[Certificate of Secretary on Following Page]**

## CERTIFICATE OF SECRETARY

I, CINDY OROPREZA, certify that I am duly elected and acting Secretary of EAST SACRAMENTO PRESERVATION TASK FORCE, INC., a California nonprofit public benefit corporation; that these Bylaws, consisting of seventeen (17) pages, are the Bylaws of this Corporation as adopted by the Board of Directors on April \_\_\_\_, 2008; and that these Bylaws have not been amended or modified since that date.

Executed on \_\_\_\_\_ at Sacramento, California.

EAST SACRAMENTO PRESERVATION  
TASK FORCE, INC.,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Cindy Oropreza,  
Its Secretary

**Exhibit "A"**

In accordance with Section 7.01 of the Amended and Restated Bylaws of EAST SACRAMENTO PRESERVATION TASK FORCE, INC., a California nonprofit public benefit corporation, the initial Directors of the Corporation are as follows:

	<b><u>Name:</u></b>	<b><u>Address:</u></b>
1.	Will Green	425 San Miguel Way Sacramento, CA 95819
2.	Cindy Oropreza	609 San Miguel Way Sacramento, CA 95819
3.	Barbara Rouna	
4.		
5.		
6.		
7.		
8.		
9.		
10.		



**WAIVER OF NOTICE and CONSENT TO HOLDING OF THE  
FIRST MEETING OF THE BOARD OF DIRECTORS  
of  
EAST SACRAMENTO PRESERVATION TASK FORCE, INC.,  
a California nonprofit public benefit corporation**

The undersigned being all of the Directors of EAST SACRAMENTO PRESERVATION TASK FORCE, INC., a California nonprofit public benefit corporation, hereby waive notice and consent to the holding of the first meeting of the Board of Directors of the Corporation to be held at the principal business office of the Corporation located at 425 San Miguel Way, Sacramento, California, 95819 on February 26, 2008. The undersigned also consent to the transaction of any and all business that may be brought before the meeting.

The undersigned further request that this waiver and consent be made a part of the minutes of the meeting for the purpose of showing that the business transacted at the meeting is valid and of the same force and effect as though the business had been transacted at a meeting duly held after regular call and notice.

Dated: February 26, 2008

\_\_\_\_\_  
WILL GREEN, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
CINDY OROPREZA, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
BARBARA ROUNA, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

**MINUTES OF FIRST MEETING OF INCORPORATORS AND  
FIRST BOARD OF DIRECTORS OF  
EAST SACRAMENTO PRESERVATION TASK FORCE, INC.,  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**

**EFFECTIVE AS OF FEBRUARY 26, 2008**

The initial directors named by the incorporator, constituting the first Board of Directors of EAST SACRAMENTO PRESERVATION TASK FORCE, INC., a California nonprofit public benefit corporation (the "Corporation"), held their first meeting at 425 San Miguel Way, Sacramento, California, 95819 pursuant to the waiver of notice and consent signed by all of the Directors.

The following Directors, constituting all members of the Board were present: Will Green, Cindy Oropreza, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. WILL GREEN and CINDY OROPREZA acted as Co-Chairpersons and WILL GREEN acted as the Secretary of the meeting.

The Chairpersons presented to the Board the written waiver of notice and consent to the holding of the annual meeting of Directors signed by all the directors. The Chairpersons instructed the Secretary to make it a part of the records of the meeting and to insert it in the Minute Book immediately preceding these minutes.

The Chairpersons reported that the original Articles of Incorporation of the Corporation were filed in the office of the Secretary of State of California on February 26, 2008. The Articles of Incorporation designate THE GORALKA LAW FIRM as the initial agent for service of process. The Chairpersons presented to the meeting a certified copy of the Articles of Incorporation and the Secretary was directed to insert that copy in the minute book of the Corporation and to keep a copy at the principal office of the corporation.

The Secretary presented a copy of the Corporation's bylaws, as adopted by the Incorporate. The Board reviewed the general provisions of the bylaws and adopted the following resolutions

RESOLVED, that the Bylaws adopted by the Incorporator of this Corporation are approved; and

RESOLVED FURTHER, that the Secretary of this Corporation is authorized and directed to execute a certificate of the adoption of these Bylaws and to insert the Bylaws as so certified in the minute book of this Corporation, and to see that a copy of the Bylaws, similarly certified, is kept at the principal office of the Corporation for the transaction of the business of the Corporation, in accordance with Corporations Code Section 5160.

The Chairpersons then noted the need to elect the initial officers of the Corporation. On motion made and seconded, the following resolution was unanimously approved for and on behalf of the Corporation:

RESOLVED, that the following persons are appointed to the offices set forth opposite their names:

<u>Name:</u>	<u>Office:</u>
WILL GREEN	President
_____	Vice President
CINDY OROPREZA	Secretary
BARBARA ROUNA	Chief Financial Officer

All such officers shall serve at the pleasure of the Board.

RESOLVED FURTHER, that for purposes of giving any reports or executing any documents requiring the signature of the "Treasurer", the Chief Financial Officer is also deemed to be the Treasurer of this Corporation.

The Chairpersons presented to the Board for its approval a proposed seal of the Corporation, and the Board adopted the following resolutions:

RESOLVED, that the corporate seal presented to this Board of Directors is adopted as the seal of this Corporation; and

RESOLVED FURTHER, that the Secretary is directed to affix an impression of the corporate seal of this Corporation to the minutes of this meeting in the margin opposite this resolution.

The Chief Financial Officer informed the Board that it would be necessary to establish one or more bank checking and savings accounts. The Board was informed that an Application for taxpayer identification number (IRS Form SS-4) had been submitted to the Internal Revenue Services. The Board adopted the following resolutions:

RESOLVED, that this Corporation establish in its name one or more deposit accounts with the \_\_\_\_\_ bank, of \_\_\_\_\_, California, on the terms and conditions as may be agreed on with the bank, and that the following named officers of this Corporation are authorized to establish those account or accounts; and

FURTHER RESOLVED, that WILL GREEN, President, \_\_\_\_\_, Vice-President, BARBARA ROUNA, Chief Financial Officer, and CINDY OROPREZA, Secretary, of this Corporation, or any one of them are authorized to withdraw funds of this Corporation from those account or accounts on checks of this Corporation with signatures duly certified to the bank by the

secretary of this Corporation, and that the bank is authorized to honor and pay any and all checks so signed, including those drawn to the individual order of any officer or other person authorized to sign the same.

The Chairpersons informed the Board that the accounting year and accounting method should be fixed for the Corporation, and the Board adopted the following resolution:

RESOLVED, that the first fiscal year of this Corporation shall commence on February 26, 2008 and shall end on December 31, 2008, and thereafter, the fiscal year end of this Corporation is fixed as December 31 of each year.

RESOLVED FURTHER, that the Corporation shall use the cash method of accounting for tax and financial reporting purposes.

The Chairpersons noted the desirability of designating a principal executive office for the Corporation, and the Board adopted the following resolution:

RESOLVED, that the principal office of this Corporation is designated and fixed as 425 San Miguel Way, Sacramento, California. This office shall remain the principal office location unless changed by resolution of the Board of Directors.

To provide for the payment of the expenses of incorporation and organization of this Corporation, on motion duly made, seconded, and unanimously carried, the following resolution was adopted:

RESOLVED, that the Chief Financial Officer is authorized and directed to pay the expenses of incorporation and organization and to reimburse the persons advancing funds to the Corporation for this purpose, as stated in the report presented to this meeting.

The Chairpersons advised the Board that, within ninety (90) days after its Articles were filed, the Corporation must file a Statement by Domestic Nonprofit Corporation (biennial informational statement) with the California Secretary of State as required by the California Corporations Code. The Board adopted the following resolution:

RESOLVED, that the President and Secretary of this Corporation is authorized and directed to prepare and to file or cause to be filed with the Secretary of State the necessary statement in compliance with the California Corporations Code.

RESOLVED FURTHER, that the Secretary is directed to insert a copy of that statement in the Minute Book following the minutes of this meeting.



There being no further business to come before the meeting, on motion duly made, seconded, and unanimously carried, the meeting was adjourned.

APPROVED:

\_\_\_\_\_  
WILL GREEN, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
CINDY OROPREZA, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
BARBARA ROUNA, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
\_\_\_\_\_, Director





**EIN Assistant**

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

**Congratulations! The EIN has been successfully assigned.**

EIN Assigned: **26-2071474**

Legal Name: **EAST SACRAMENTO PRESERVATION TASK  
FORCE INC**


The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

**We strongly recommend you print this page for your records.**

Click "Continue" to get additional information about using the new EIN.

**Continue >>**

**Help Topics**

 [Can the EIN be used before the confirmation letter is received?](#)



08-657940

State of California  
Secretary of State



**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

MAR 19 2008

**STATEMENT OF INFORMATION**  
(Domestic Nonprofit, Credit Union and Consumer  
Cooperative Corporations)

Filing Fee: \$20.00. If amendment, see instructions.

**IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

This Space For Filing Use Only

N

1. CORPORATE NAME (Please do not alter if name is preprinted)

EAST SACRAMENTO PRESERVATION TASK FORCE, INC

(corporate no.: 3088306)

**DUE DATE:**

**COMPLETE PRINCIPAL OFFICE ADDRESS** (Do not abbreviate the name of the city. Item 2 cannot be a P.O. Box.)

2. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
425 San Miguel Way	Sacramento	CA	95819
3. MAILING ADDRESS OF THE CORPORATION, IF REQUIRED	CITY	STATE	ZIP CODE
425 San Miguel Way	Sacramento	CA	95819

**NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS** (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

4. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
WILL GREEN	425 San Miguel Way	Sacramento	CA	95819
5. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
CINDY OROPEZA	425 San Miguel Way	Sacramento	CA	95819
6. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
BARBARA RUONA	425 San Miguel Way	Sacramento	CA	95819

**AGENT FOR SERVICE OF PROCESS** (If the agent is an individual, the agent must reside in California and Item 8 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 8 must be left blank.)

7. NAME OF AGENT FOR SERVICE OF PROCESS  
THE GORALKA LAW FIRM, a professional corporation (corp. no.: C2658614)

8. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
		CA	

**DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT** (California Civil Code section 1350, et seq.)

9.  Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act and proceed to Items 10, 11 and 12.

**NOTE:** Corporations formed to manage a common interest development must also file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code section 1363.6. Please see instructions on the reverse side of this form.

10. ADDRESS OF BUSINESS OR CORPORATE OFFICE OF THE ASSOCIATION, IF ANY	CITY	STATE	ZIP CODE

11. FRONT STREET AND NEAREST CROSS STREET FOR THE PHYSICAL LOCATION OF THE COMMON INTEREST DEVELOPMENT (Complete if the business or corporate office is not on the site of the common interest development.)	9-DIGIT ZIP CODE

12. NAME AND ADDRESS OF ASSOCIATION'S MANAGING AGENT, IF ANY	CITY	STATE	ZIP CODE

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT

03/18/08

John M. Goralka, Esq.

Attorney/Agent

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-100 (REV 01/2008)

APPROVED BY SECRETARY OF STATE



## INDEMNIFICATION AGREEMENT

**THIS INDEMNIFICATION AGREEMENT** (the “**Agreement**”) is entered into as of **February 26, 2008**, by and between **EAST SACRAMENTO PRESERVATION TASK FORCE, INC.**, a California nonprofit public benefit corporation (the “**Corporation**”) and **WILL GREEN** (“**Indemnitee**”).

### RECITALS

The parties enter into this Agreement on the basis of the following facts, understandings, and intentions:

- A.** The Corporation believes that it is essential to its best interests to attract and retain highly capable persons to serve as directors, officers, and agents of the Corporation.
- B.** Indemnitee is or has been selected to be a director, officer, and/or agent of the Corporation.
- C.** The Corporation and Indemnitee recognize the increased risk of litigation and other claims being asserted against directors, officers, and other agents of corporations.
- D.** In recognition of Indemnitee’s need for substantial protection against personal liability, in order to enhance Indemnitee’s continued service to the Corporation, and in order to induce Indemnitee to continue to provide services to the Corporation as a director, officer, and/or agent, the Corporation wishes to provide in this Agreement for the indemnification of and the advancing of expenses to Indemnitee to the fullest extent permitted by law and as set forth in this Agreement and, to the extent applicable insurance is maintained, for the coverage of Indemnitee under the Corporation’s policies of directors’ and officers’ liability insurance.

**IN CONSIDERATION** of the foregoing and of Indemnitee’s continuing to provide services to the Corporation directly or, at its request, with another enterprise, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

**1.1. Board.** The board of directors of the Corporation.

**1.2. Expenses.**

(A) any expense, liability, or loss, including attorney fees, judgments, fines, ERISA excise taxes and penalties, and amounts paid or to be paid in settlement;

(B) any interest, assessments, or other charges imposed on any of the items in part (A) of this subsection 1.2; and

(C) any federal, state, local, or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement paid or incurred in connection with investigating, defending, being a witness in, participating in (including on appeal), or preparing for any of the foregoing in any proceeding relating to any indemnifiable event.

**1.3. Indemnifiable Event.** Any event or occurrence that takes place either before or after the execution of this Agreement and that is related to:

(A) the fact that Indemnitee is or was a director or an officer of the Corporation, or while a director or officer is or was serving at the request of the Corporation as a director, officer, employee, trustee, agent, or fiduciary of another foreign or domestic corporation, partnership, joint venture, employee benefit plan, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Corporation or another enterprise at the request of such predecessor corporation; or

(B) anything done or not done by Indemnitee in any such capacity, whether or not the basis of the proceeding is an alleged action in an official capacity as a director, officer, employee, or agent, or in any other capacity while serving as a director, officer, employee, or agent of the Corporation, as described in this subsection.

**1.4. Person.** "Person" (as that term is used in sections 13(d) and 14(d) of the Exchange Act), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Corporation acting in such capacity, or a corporation owned directly or indirectly by the shareholders of the Corporation in substantially the same proportions as their ownership of shares of the Corporation at the date of this Agreement.

**1.5. Participant.** A person who is a party to, or a witness or a participant (including on appeal) in, a proceeding.

**1.6. Proceeding.** Any threatened, pending, or completed action, suit, or proceeding, or any inquiry, hearing, or investigation, whether conducted by the Corporation or any other party, that Indemnitee in good faith believes might lead to the institution of any such action, suit, or proceeding, whether civil, criminal, administrative, investigative, or other.

## **SECTION 2. AGREEMENT TO INDEMNIFY.**

**2.1. General Agreement.** In the event Indemnitee was, is, or becomes a participant in, or is threatened to be made a participant in, a proceeding by reason of (or arising in part out of) an indemnifiable event, the Corporation shall indemnify Indemnitee from and against any and all expenses to the fullest extent permitted by law, as the same exists or may hereafter be amended or interpreted (but in the case of any such amendment or interpretation,



only to the extent that such amendment or interpretation permits the Corporation to provide broader indemnification rights than were permitted prior thereto). The parties hereto intend that this Agreement shall provide for indemnification in excess of that expressly permitted by statute, including, without limitation, any indemnification provided by the Corporation's articles of incorporation, its bylaws, a vote of its shareholders or disinterested directors, or applicable law.

**2.2. Initiation of Proceeding.** Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification under this Agreement in connection with any proceeding initiated by Indemnitee against the Corporation or any director or officer of the Corporation unless:

(A) the Corporation has joined in or the Board has consented to the initiation of such proceeding; or

(B) the proceeding is one to enforce indemnification rights under Section 4.

**2.3. Expense Advances.** If so requested by Indemnitee, the Corporation shall, within ten (10) business days after such request, advance all expenses to Indemnitee (an "expense advance"). Notwithstanding the foregoing, to the extent that the reviewing party determines that Indemnitee would not be permitted to be so indemnified under applicable law, the Corporation shall be entitled to be reimbursed by Indemnitee for all such amounts, and Indemnitee hereby agrees to reimburse the Corporation promptly for the same. If Indemnitee has commenced legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee should be indemnified under applicable law, as provided in Section 3, any determination made by the reviewing party that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding, and Indemnitee shall not be required to reimburse the Corporation for any expense advance until a final judicial determination is made with respect thereto and all rights of appeal therefrom have been exhausted or have lapsed. Indemnitee's obligation to reimburse the Corporation for expense advances shall be unsecured, and no interest shall be charged thereon.

**2.4. Mandatory Indemnification.** Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits in defense of any proceeding relating in whole or in part to an indemnifiable event or in defense of any issue or matter in such proceeding, Indemnitee shall be indemnified against all expenses incurred in connection therewith.

**2.5. Partial Indemnification.** If Indemnitee is entitled under any provision of this Agreement to indemnification by the Corporation for a portion of expenses, but not for the total amount of expenses, the Corporation shall indemnify Indemnitee for the portion to which Indemnitee is entitled.

### **SECTION 3. INDEMNIFICATION PROCESS AND APPEAL.**

**3.1. Indemnification Payment.** Indemnatee shall receive indemnification of expenses from the Corporation in accordance with this Agreement as soon as practicable after Indemnatee has made written demand on the Corporation for indemnification, unless the reviewing party has given a written opinion to the Corporation that Indemnatee is not entitled to indemnification under this Agreement or applicable law.

**3.2. Suit To Enforce Rights.** Regardless of any action by the reviewing party, if Indemnatee has not received full indemnification within thirty (30) days after making a demand in accordance with Section 3.1, Indemnatee shall have the right to enforce its indemnification rights under this Agreement by commencing litigation in any court in the State of California seeking an initial determination by the court or challenging any determination by the reviewing party or any aspect thereof. The Corporation hereby consents to service of process and to appear in any such proceeding. Any determination by the reviewing party not challenged by Indemnatee shall be binding on the Corporation and Indemnatee. The remedy provided for in this Section 3 shall be in addition to any other remedies available to Indemnatee in law or equity.

**3.3. Defense to Indemnification, Burden of Proof, and Presumptions.** It shall be a defense to any action brought by Indemnatee against the Corporation to enforce this Agreement (other than an action brought to enforce a claim for expenses incurred in defending a proceeding in advance of its final disposition when the required undertaking has been tendered to the Corporation) that it is not permissible, under this Agreement or applicable law, for the Corporation to indemnify Indemnatee for the amount claimed. In connection with any such action or any determination by the reviewing party or otherwise on whether Indemnatee is entitled to be indemnified under this Agreement, the burden of proving such a defense or determination shall be on the Corporation. Neither the failure of the reviewing party or the Corporation (including its board, independent legal counsel, or its shareholders) to have made a determination before the commencement of such action by Indemnatee that indemnification is proper under the circumstances because Indemnatee has met the standard of conduct set forth in applicable law, nor an actual determination by the reviewing party or the Corporation (including its board, independent legal counsel, or its shareholders) that Indemnatee had not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnatee has not met the applicable standard of conduct. For purposes of this Agreement, the termination of any claim, action, suit, or proceeding, by judgment, order, settlement (whether with or without court approval), conviction, or on a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnatee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

**SECTION 4. INDEMNIFICATION FOR EXPENSES INCURRED IN ENFORCING RIGHTS.** The Corporation shall indemnify Indemnatee against any and all expenses. If requested by Indemnatee, the Corporation shall, within ten (10) business days after such request, advance to Indemnatee such expenses as are incurred by Indemnatee in connection with any claim asserted against or action brought by Indemnatee for:

(A) indemnification of expenses or advances of expenses by the Corporation under this Agreement, or any other agreement, or under applicable law, or the Corporation's articles of incorporation or bylaws now or hereafter in effect relating to indemnification for indemnifiable events, and/or

(B) recovery under directors' and officers' liability insurance policies maintained by the Corporation, for amounts paid in settlement.

The Corporation shall not settle any proceeding in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee will unreasonably withhold its consent to any proposed settlement. The Corporation shall not be liable to indemnify the Indemnitee under this Agreement with regard to any judicial award if the Corporation was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such action; however, the Corporation's liability under this Agreement shall not be excused if participation in the proceeding by the Corporation was barred by this Agreement.

**SECTION 5. NONEXCLUSIVITY.** The rights of Indemnitee under this Agreement shall be in addition to any other rights Indemnitee may have under the Corporation's articles of incorporation, bylaws, applicable law, or otherwise. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Corporation's articles of incorporation, bylaws, applicable law, or this Agreement, it is the intent of the parties that Indemnitee enjoy by this Agreement the greater benefits afforded by such change.

**SECTION 6. LIABILITY INSURANCE.** To the extent the Corporation maintains an insurance policy or policies providing directors' and officers' liability insurance, Indemnitee shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any Corporation director or officer.

**SECTION 7. PERIOD OF LIMITATIONS.** No legal action shall be brought, and no cause of action shall be asserted, by or on behalf of the Corporation or any affiliate of the Corporation against Indemnitee, Indemnitee's spouse, heirs, executors, or personal or legal representatives after the expiration of two (2) years from the date of accrual of such cause of action, or such longer period as may be required by state law under the circumstances. Any claim or cause of action of the Corporation or its affiliate shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action, the shorter period shall govern.

**SECTION 8. AMENDMENT OF THIS AGREEMENT.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

**SECTION 9. SUBROGATION.** In the event of payment under this Agreement, the Corporation shall be subrogated to the extent of such payment to all rights of recovery of Indemnatee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Corporation effectively to bring suit to enforce such rights.

**SECTION 10. NO DUPLICATION OF PAYMENTS.** The Corporation shall not be liable under this Agreement to make any payment in connection with any claim made against Indemnatee to the extent Indemnatee has otherwise received payment (under any insurance policy, bylaw, or otherwise) of the amounts otherwise indemnifiable under this Agreement.

**SECTION 11. BINDING EFFECT.** This Agreement shall be binding on and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation, or otherwise to all or substantially all of the business and/or assets of the Corporation), assigns, spouses, heirs, and personal and legal representatives. The Corporation shall require and cause any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all, substantially all, or a substantial part of the business and/or assets of the Corporation, by written agreement in form and substance satisfactory to Indemnatee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporation would be required to perform if no such succession had taken place. The indemnification provided under this Agreement shall continue for Indemnatee for any action taken or not taken while serving in an indemnified capacity pertaining to an indemnifiable event even though Indemnatee may have ceased to serve in such capacity at the time of any proceeding.

**SECTION 12. SEVERABILITY.** If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void, or otherwise unenforceable, that is not itself invalid, void, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void, or unenforceable.

**SECTION 13. GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in such State without giving effect to the principles of conflicts of laws.

**[Remainder of Page Intentionally Left Blank]**

**SECTION 14. NOTICES.** All notices, demands, and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed, postage prepaid, certified or registered mail, return receipt requested, and addressed:

to the **Corporation** at: **EAST SACRAMENTO PRESERVATION TASK FORCE, INC.**  
425 San Miguel Way  
Sacramento, CA 95819

and to **Indemnitee** at: **WILL GREEN**  
425 San Miguel Way  
Sacramento, CA 95819

Notice of change of address shall be effective only when given in accordance with this section. All notices complying with this section shall be deemed to have been received on the date of delivery or on the third business day after mailing.

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Agreement as of the day specified above.

**CORPORATION:**

EAST SACRAMENTO PRESERVATION  
TASK FORCE, INC.,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
WILL GREEN  
Its President

By: \_\_\_\_\_  
CINDY OROPREZA  
Its Secretary

**INDEMNITEE:**

\_\_\_\_\_  
**WILL GREEN,**  
**Individually**



## INDEMNIFICATION AGREEMENT

**THIS INDEMNIFICATION AGREEMENT** (the “**Agreement**”) is entered into as of **February 26, 2008**, by and between **EAST SACRAMENTO PRESERVATION TASK FORCE, INC.**, a California nonprofit public benefit corporation (the “**Corporation**”) and **CINDY OROPREZA** (“**Indemnitee**”).

### RECITALS

The parties enter into this Agreement on the basis of the following facts, understandings, and intentions:

- A.** The Corporation believes that it is essential to its best interests to attract and retain highly capable persons to serve as directors, officers, and agents of the Corporation.
- B.** Indemnitee is or has been selected to be a director, officer, and/or agent of the Corporation.
- C.** The Corporation and Indemnitee recognize the increased risk of litigation and other claims being asserted against directors, officers, and other agents of corporations.
- D.** In recognition of Indemnitee’s need for substantial protection against personal liability, in order to enhance Indemnitee’s continued service to the Corporation, and in order to induce Indemnitee to continue to provide services to the Corporation as a director, officer, and/or agent, the Corporation wishes to provide in this Agreement for the indemnification of and the advancing of expenses to Indemnitee to the fullest extent permitted by law and as set forth in this Agreement and, to the extent applicable insurance is maintained, for the coverage of Indemnitee under the Corporation’s policies of directors’ and officers’ liability insurance.

**IN CONSIDERATION** of the foregoing and of Indemnitee’s continuing to provide services to the Corporation directly or, at its request, with another enterprise, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

**1.1. Board.** The board of directors of the Corporation.

**1.2. Expenses.**

**(A)** any expense, liability, or loss, including attorney fees, judgments, fines, ERISA excise taxes and penalties, and amounts paid or to be paid in settlement;

(B) any interest, assessments, or other charges imposed on any of the items in part (A) of this subsection 1.2; and

(C) any federal, state, local, or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement paid or incurred in connection with investigating, defending, being a witness in, participating in (including on appeal), or preparing for any of the foregoing in any proceeding relating to any indemnifiable event.

**1.3. Indemnifiable Event.** Any event or occurrence that takes place either before or after the execution of this Agreement and that is related to:

(A) the fact that Indemnitee is or was a director or an officer of the Corporation, or while a director or officer is or was serving at the request of the Corporation as a director, officer, employee, trustee, agent, or fiduciary of another foreign or domestic corporation, partnership, joint venture, employee benefit plan, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Corporation or another enterprise at the request of such predecessor corporation; or

(B) anything done or not done by Indemnitee in any such capacity, whether or not the basis of the proceeding is an alleged action in an official capacity as a director, officer, employee, or agent, or in any other capacity while serving as a director, officer, employee, or agent of the Corporation, as described in this subsection.

**1.4. Person.** "Person" (as that term is used in sections 13(d) and 14(d) of the Exchange Act), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Corporation acting in such capacity, or a corporation owned directly or indirectly by the shareholders of the Corporation in substantially the same proportions as their ownership of shares of the Corporation at the date of this Agreement.

**1.5. Participant.** A person who is a party to, or a witness or a participant (including on appeal) in, a proceeding.

**1.6. Proceeding.** Any threatened, pending, or completed action, suit, or proceeding, or any inquiry, hearing, or investigation, whether conducted by the Corporation or any other party, that Indemnitee in good faith believes might lead to the institution of any such action, suit, or proceeding, whether civil, criminal, administrative, investigative, or other.

## **SECTION 2. AGREEMENT TO INDEMNIFY.**

**2.1. General Agreement.** In the event Indemnitee was, is, or becomes a participant in, or is threatened to be made a participant in, a proceeding by reason of (or arising in part out of) an indemnifiable event, the Corporation shall indemnify Indemnitee from and against any and all expenses to the fullest extent permitted by law, as the same exists or may hereafter be amended or interpreted (but in the case of any such amendment or interpretation,



only to the extent that such amendment or interpretation permits the Corporation to provide broader indemnification rights than were permitted prior thereto). The parties hereto intend that this Agreement shall provide for indemnification in excess of that expressly permitted by statute, including, without limitation, any indemnification provided by the Corporation's articles of incorporation, its bylaws, a vote of its shareholders or disinterested directors, or applicable law.

**2.2. Initiation of Proceeding.** Notwithstanding anything in this Agreement to the contrary, Indemnatee shall not be entitled to indemnification under this Agreement in connection with any proceeding initiated by Indemnatee against the Corporation or any director or officer of the Corporation unless:

(A) the Corporation has joined in or the Board has consented to the initiation of such proceeding; or

(B) the proceeding is one to enforce indemnification rights under Section 4.

**2.3. Expense Advances.** If so requested by Indemnatee, the Corporation shall, within ten (10) business days after such request, advance all expenses to Indemnatee (an "expense advance"). Notwithstanding the foregoing, to the extent that the reviewing party determines that Indemnatee would not be permitted to be so indemnified under applicable law, the Corporation shall be entitled to be reimbursed by Indemnatee for all such amounts, and Indemnatee hereby agrees to reimburse the Corporation promptly for the same. If Indemnatee has commenced legal proceedings in a court of competent jurisdiction to secure a determination that Indemnatee should be indemnified under applicable law, as provided in Section 3, any determination made by the reviewing party that Indemnatee would not be permitted to be indemnified under applicable law shall not be binding, and Indemnatee shall not be required to reimburse the Corporation for any expense advance until a final judicial determination is made with respect thereto and all rights of appeal therefrom have been exhausted or have lapsed. Indemnatee's obligation to reimburse the Corporation for expense advances shall be unsecured, and no interest shall be charged thereon.

**2.4. Mandatory Indemnification.** Notwithstanding any other provision of this Agreement, to the extent that Indemnatee has been successful on the merits in defense of any proceeding relating in whole or in part to an indemnifiable event or in defense of any issue or matter in such proceeding, Indemnatee shall be indemnified against all expenses incurred in connection therewith.

**2.5. Partial Indemnification.** If Indemnatee is entitled under any provision of this Agreement to indemnification by the Corporation for a portion of expenses, but not for the total amount of expenses, the Corporation shall indemnify Indemnatee for the portion to which Indemnatee is entitled.

### **SECTION 3. INDEMNIFICATION PROCESS AND APPEAL.**

**3.1. Indemnification Payment.** Indemnatee shall receive indemnification of expenses from the Corporation in accordance with this Agreement as soon as practicable after Indemnatee has made written demand on the Corporation for indemnification, unless the reviewing party has given a written opinion to the Corporation that Indemnatee is not entitled to indemnification under this Agreement or applicable law.

**3.2. Suit To Enforce Rights.** Regardless of any action by the reviewing party, if Indemnatee has not received full indemnification within thirty (30) days after making a demand in accordance with Section 3.1, Indemnatee shall have the right to enforce its indemnification rights under this Agreement by commencing litigation in any court in the State of California seeking an initial determination by the court or challenging any determination by the reviewing party or any aspect thereof. The Corporation hereby consents to service of process and to appear in any such proceeding. Any determination by the reviewing party not challenged by Indemnatee shall be binding on the Corporation and Indemnatee. The remedy provided for in this Section 3 shall be in addition to any other remedies available to Indemnatee in law or equity.

**3.3. Defense to Indemnification, Burden of Proof, and Presumptions.** It shall be a defense to any action brought by Indemnatee against the Corporation to enforce this Agreement (other than an action brought to enforce a claim for expenses incurred in defending a proceeding in advance of its final disposition when the required undertaking has been tendered to the Corporation) that it is not permissible, under this Agreement or applicable law, for the Corporation to indemnify Indemnatee for the amount claimed. In connection with any such action or any determination by the reviewing party or otherwise on whether Indemnatee is entitled to be indemnified under this Agreement, the burden of proving such a defense or determination shall be on the Corporation. Neither the failure of the reviewing party or the Corporation (including its board, independent legal counsel, or its shareholders) to have made a determination before the commencement of such action by Indemnatee that indemnification is proper under the circumstances because Indemnatee has met the standard of conduct set forth in applicable law, nor an actual determination by the reviewing party or the Corporation (including its board, independent legal counsel, or its shareholders) that Indemnatee had not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnatee has not met the applicable standard of conduct. For purposes of this Agreement, the termination of any claim, action, suit, or proceeding, by judgment, order, settlement (whether with or without court approval), conviction, or on a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnatee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

**SECTION 4. INDEMNIFICATION FOR EXPENSES INCURRED IN ENFORCING RIGHTS.** The Corporation shall indemnify Indemnatee against any and all expenses. If requested by Indemnatee, the Corporation shall, within ten (10) business days after such request, advance to Indemnatee such expenses as are incurred by Indemnatee in connection with any claim asserted against or action brought by Indemnatee for:

(A) indemnification of expenses or advances of expenses by the Corporation under this Agreement, or any other agreement, or under applicable law, or the Corporation's articles of incorporation or bylaws now or hereafter in effect relating to indemnification for indemnifiable events, and/or

(B) recovery under directors' and officers' liability insurance policies maintained by the Corporation, for amounts paid in settlement.

The Corporation shall not settle any proceeding in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee will unreasonably withhold its consent to any proposed settlement. The Corporation shall not be liable to indemnify the Indemnitee under this Agreement with regard to any judicial award if the Corporation was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such action; however, the Corporation's liability under this Agreement shall not be excused if participation in the proceeding by the Corporation was barred by this Agreement.

**SECTION 5. NONEXCLUSIVITY.** The rights of Indemnitee under this Agreement shall be in addition to any other rights Indemnitee may have under the Corporation's articles of incorporation, bylaws, applicable law, or otherwise. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Corporation's articles of incorporation, bylaws, applicable law, or this Agreement, it is the intent of the parties that Indemnitee enjoy by this Agreement the greater benefits afforded by such change.

**SECTION 6. LIABILITY INSURANCE.** To the extent the Corporation maintains an insurance policy or policies providing directors' and officers' liability insurance, Indemnitee shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any Corporation director or officer.

**SECTION 7. PERIOD OF LIMITATIONS.** No legal action shall be brought, and no cause of action shall be asserted, by or on behalf of the Corporation or any affiliate of the Corporation against Indemnitee, Indemnitee's spouse, heirs, executors, or personal or legal representatives after the expiration of two (2) years from the date of accrual of such cause of action, or such longer period as may be required by state law under the circumstances. Any claim or cause of action of the Corporation or its affiliate shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action, the shorter period shall govern.

**SECTION 8. AMENDMENT OF THIS AGREEMENT.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

**SECTION 9. SUBROGATION.** In the event of payment under this Agreement, the Corporation shall be subrogated to the extent of such payment to all rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Corporation effectively to bring suit to enforce such rights.

**SECTION 10. NO DUPLICATION OF PAYMENTS.** The Corporation shall not be liable under this Agreement to make any payment in connection with any claim made against Indemnitee to the extent Indemnitee has otherwise received payment (under any insurance policy, bylaw, or otherwise) of the amounts otherwise indemnifiable under this Agreement.

**SECTION 11. BINDING EFFECT.** This Agreement shall be binding on and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation, or otherwise to all or substantially all of the business and/or assets of the Corporation), assigns, spouses, heirs, and personal and legal representatives. The Corporation shall require and cause any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all, substantially all, or a substantial part of the business and/or assets of the Corporation, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporation would be required to perform if no such succession had taken place. The indemnification provided under this Agreement shall continue for Indemnitee for any action taken or not taken while serving in an indemnified capacity pertaining to an indemnifiable event even though Indemnitee may have ceased to serve in such capacity at the time of any proceeding.

**SECTION 12. SEVERABILITY.** If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void, or otherwise unenforceable, that is not itself invalid, void, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void, or unenforceable.

**SECTION 13. GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in such State without giving effect to the principles of conflicts of laws.

**[Remainder of Page Intentionally Left Blank]**

**SECTION 14. NOTICES.** All notices, demands, and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed, postage prepaid, certified or registered mail, return receipt requested, and addressed:

to the **Corporation** at: **EAST SACRAMENTO PRESERVATION TASK FORCE, INC.**  
425 San Miguel Way  
Sacramento, CA 95819

and to **Indemnatee** at: **CINDY OROPREZA**  
609 San Miguel Way  
Sacramento, CA 95819

Notice of change of address shall be effective only when given in accordance with this section. All notices complying with this section shall be deemed to have been received on the date of delivery or on the third business day after mailing.

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Agreement as of the day specified above.

**CORPORATION:**

EAST SACRAMENTO PRESERVATION  
TASK FORCE, INC.,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
WILL GREEN  
Its President

By: \_\_\_\_\_  
CINDY OROPREZA  
Its Secretary

**INDEMNITEE:**

\_\_\_\_\_  
**CINDY OROPREZA,**  
**Individually**



## INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "Agreement") is entered into as of February 26, 2008, by and between EAST SACRAMENTO PRESERVATION TASK FORCE, INC., a California nonprofit public benefit corporation (the "Corporation") and BARBARA ROUNA ("Indemnitee").

### RECITALS

The parties enter into this Agreement on the basis of the following facts, understandings, and intentions:

- A. The Corporation believes that it is essential to its best interests to attract and retain highly capable persons to serve as directors, officers, and agents of the Corporation.
- B. Indemnitee is or has been selected to be a director, officer, and/or agent of the Corporation.
- C. The Corporation and Indemnitee recognize the increased risk of litigation and other claims being asserted against directors, officers, and other agents of corporations.
- D. In recognition of Indemnitee's need for substantial protection against personal liability, in order to enhance Indemnitee's continued service to the Corporation, and in order to induce Indemnitee to continue to provide services to the Corporation as a director, officer, and/or agent, the Corporation wishes to provide in this Agreement for the indemnification of and the advancing of expenses to Indemnitee to the fullest extent permitted by law and as set forth in this Agreement and, to the extent applicable insurance is maintained, for the coverage of Indemnitee under the Corporation's policies of directors' and officers' liability insurance.

IN CONSIDERATION of the foregoing and of Indemnitee's continuing to provide services to the Corporation directly or, at its request, with another enterprise, the parties agree as follows:

#### SECTION 1. DEFINITIONS.

1.1. Board. The board of directors of the Corporation.

1.2. Expenses.

(A) any expense, liability, or loss, including attorney fees, judgments, fines, ERISA excise taxes and penalties, and amounts paid or to be paid in settlement;

(B) any interest, assessments, or other charges imposed on any of the items in part (A) of this subsection 1.2; and

(C) any federal, state, local, or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement paid or incurred in connection with investigating, defending, being a witness in, participating in (including on appeal), or preparing for any of the foregoing in any proceeding relating to any indemnifiable event.

**1.3. Indemnifiable Event.** Any event or occurrence that takes place either before or after the execution of this Agreement and that is related to:

(A) the fact that Indemnitee is or was a director or an officer of the Corporation, or while a director or officer is or was serving at the request of the Corporation as a director, officer, employee, trustee, agent, or fiduciary of another foreign or domestic corporation, partnership, joint venture, employee benefit plan, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Corporation or another enterprise at the request of such predecessor corporation; or

(B) anything done or not done by Indemnitee in any such capacity, whether or not the basis of the proceeding is an alleged action in an official capacity as a director, officer, employee, or agent, or in any other capacity while serving as a director, officer, employee, or agent of the Corporation, as described in this subsection.

**1.4. Person.** "Person" (as that term is used in sections 13(d) and 14(d) of the Exchange Act), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Corporation acting in such capacity, or a corporation owned directly or indirectly by the shareholders of the Corporation in substantially the same proportions as their ownership of shares of the Corporation at the date of this Agreement.

**1.5. Participant.** A person who is a party to, or a witness or a participant (including on appeal) in, a proceeding.

**1.6. Proceeding.** Any threatened, pending, or completed action, suit, or proceeding, or any inquiry, hearing, or investigation, whether conducted by the Corporation or any other party, that Indemnitee in good faith believes might lead to the institution of any such action, suit, or proceeding, whether civil, criminal, administrative, investigative, or other.

## **SECTION 2. AGREEMENT TO INDEMNIFY.**

**2.1. General Agreement.** In the event Indemnitee was, is, or becomes a participant in, or is threatened to be made a participant in, a proceeding by reason of (or arising in part out of) an indemnifiable event, the Corporation shall indemnify Indemnitee from and against any and all expenses to the fullest extent permitted by law, as the same exists or may hereafter be amended or interpreted (but in the case of any such amendment or interpretation,



only to the extent that such amendment or interpretation permits the Corporation to provide broader indemnification rights than were permitted prior thereto). The parties hereto intend that this Agreement shall provide for indemnification in excess of that expressly permitted by statute, including, without limitation, any indemnification provided by the Corporation's articles of incorporation, its bylaws, a vote of its shareholders or disinterested directors, or applicable law.

2.2. **Initiation of Proceeding.** Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification under this Agreement in connection with any proceeding initiated by Indemnitee against the Corporation or any director or officer of the Corporation unless:

(A) the Corporation has joined in or the Board has consented to the initiation of such proceeding; or

(B) the proceeding is one to enforce indemnification rights under Section 4.

2.3. **Expense Advances.** If so requested by Indemnitee, the Corporation shall, within ten (10) business days after such request, advance all expenses to Indemnitee (an "expense advance"). Notwithstanding the foregoing, to the extent that the reviewing party determines that Indemnitee would not be permitted to be so indemnified under applicable law, the Corporation shall be entitled to be reimbursed by Indemnitee for all such amounts, and Indemnitee hereby agrees to reimburse the Corporation promptly for the same. If Indemnitee has commenced legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee should be indemnified under applicable law, as provided in Section 3, any determination made by the reviewing party that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding, and Indemnitee shall not be required to reimburse the Corporation for any expense advance until a final judicial determination is made with respect thereto and all rights of appeal therefrom have been exhausted or have lapsed. Indemnitee's obligation to reimburse the Corporation for expense advances shall be unsecured, and no interest shall be charged thereon.

2.4. **Mandatory Indemnification.** Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits in defense of any proceeding relating in whole or in part to an indemnifiable event or in defense of any issue or matter in such proceeding, Indemnitee shall be indemnified against all expenses incurred in connection therewith.

2.5. **Partial Indemnification.** If Indemnitee is entitled under any provision of this Agreement to indemnification by the Corporation for a portion of expenses, but not for the total amount of expenses, the Corporation shall indemnify Indemnitee for the portion to which Indemnitee is entitled.

### **SECTION 3. INDEMNIFICATION PROCESS AND APPEAL.**

**3.1. Indemnification Payment.** Indemnatee shall receive indemnification of expenses from the Corporation in accordance with this Agreement as soon as practicable after Indemnatee has made written demand on the Corporation for indemnification, unless the reviewing party has given a written opinion to the Corporation that Indemnatee is not entitled to indemnification under this Agreement or applicable law.

**3.2. Suit To Enforce Rights.** Regardless of any action by the reviewing party, if Indemnatee has not received full indemnification within thirty (30) days after making a demand in accordance with Section 3.1, Indemnatee shall have the right to enforce its indemnification rights under this Agreement by commencing litigation in any court in the State of California seeking an initial determination by the court or challenging any determination by the reviewing party or any aspect thereof. The Corporation hereby consents to service of process and to appear in any such proceeding. Any determination by the reviewing party not challenged by Indemnatee shall be binding on the Corporation and Indemnatee. The remedy provided for in this Section 3 shall be in addition to any other remedies available to Indemnatee in law or equity.

**3.3. Defense to Indemnification, Burden of Proof, and Presumptions.** It shall be a defense to any action brought by Indemnatee against the Corporation to enforce this Agreement (other than an action brought to enforce a claim for expenses incurred in defending a proceeding in advance of its final disposition when the required undertaking has been tendered to the Corporation) that it is not permissible, under this Agreement or applicable law, for the Corporation to indemnify Indemnatee for the amount claimed. In connection with any such action or any determination by the reviewing party or otherwise on whether Indemnatee is entitled to be indemnified under this Agreement, the burden of proving such a defense or determination shall be on the Corporation. Neither the failure of the reviewing party or the Corporation (including its board, independent legal counsel, or its shareholders) to have made a determination before the commencement of such action by Indemnatee that indemnification is proper under the circumstances because Indemnatee has met the standard of conduct set forth in applicable law, nor an actual determination by the reviewing party or the Corporation (including its board, independent legal counsel, or its shareholders) that Indemnatee had not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnatee has not met the applicable standard of conduct. For purposes of this Agreement, the termination of any claim, action, suit, or proceeding, by judgment, order, settlement (whether with or without court approval), conviction, or on a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnatee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

**SECTION 4. INDEMNIFICATION FOR EXPENSES INCURRED IN ENFORCING RIGHTS.** The Corporation shall indemnify Indemnatee against any and all expenses. If requested by Indemnatee, the Corporation shall, within ten (10) business days after such request, advance to Indemnatee such expenses as are incurred by Indemnatee in connection with any claim asserted against or action brought by Indemnatee for:

(A) indemnification of expenses or advances of expenses by the Corporation under this Agreement, or any other agreement, or under applicable law, or the Corporation's articles of incorporation or bylaws now or hereafter in effect relating to indemnification for indemnifiable events, and/or

(B) recovery under directors' and officers' liability insurance policies maintained by the Corporation, for amounts paid in settlement.

The Corporation shall not settle any proceeding in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee will unreasonably withhold its consent to any proposed settlement. The Corporation shall not be liable to indemnify the Indemnitee under this Agreement with regard to any judicial award if the Corporation was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such action; however, the Corporation's liability under this Agreement shall not be excused if participation in the proceeding by the Corporation was barred by this Agreement.

**SECTION 5. NONEXCLUSIVITY.** The rights of Indemnitee under this Agreement shall be in addition to any other rights Indemnitee may have under the Corporation's articles of incorporation, bylaws, applicable law, or otherwise. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Corporation's articles of incorporation, bylaws, applicable law, or this Agreement, it is the intent of the parties that Indemnitee enjoy by this Agreement the greater benefits afforded by such change.

**SECTION 6. LIABILITY INSURANCE.** To the extent the Corporation maintains an insurance policy or policies providing directors' and officers' liability insurance, Indemnitee shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any Corporation director or officer.

**SECTION 7. PERIOD OF LIMITATIONS.** No legal action shall be brought, and no cause of action shall be asserted, by or on behalf of the Corporation or any affiliate of the Corporation against Indemnitee, Indemnitee's spouse, heirs, executors, or personal or legal representatives after the expiration of two (2) years from the date of accrual of such cause of action, or such longer period as may be required by state law under the circumstances. Any claim or cause of action of the Corporation or its affiliate shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action, the shorter period shall govern.

**SECTION 8. AMENDMENT OF THIS AGREEMENT.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

**SECTION 9. SUBROGATION.** In the event of payment under this Agreement, the Corporation shall be subrogated to the extent of such payment to all rights of recovery of Indemnatee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Corporation effectively to bring suit to enforce such rights.

**SECTION 10. NO DUPLICATION OF PAYMENTS.** The Corporation shall not be liable under this Agreement to make any payment in connection with any claim made against Indemnatee to the extent Indemnatee has otherwise received payment (under any insurance policy, bylaw, or otherwise) of the amounts otherwise indemnifiable under this Agreement.

**SECTION 11. BINDING EFFECT.** This Agreement shall be binding on and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation, or otherwise to all or substantially all of the business and/or assets of the Corporation), assigns, spouses, heirs, and personal and legal representatives. The Corporation shall require and cause any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all, substantially all, or a substantial part of the business and/or assets of the Corporation, by written agreement in form and substance satisfactory to Indemnatee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporation would be required to perform if no such succession had taken place. The indemnification provided under this Agreement shall continue for Indemnatee for any action taken or not taken while serving in an indemnified capacity pertaining to an indemnifiable event even though Indemnatee may have ceased to serve in such capacity at the time of any proceeding.

**SECTION 12. SEVERABILITY.** If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void, or otherwise unenforceable, that is not itself invalid, void, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void, or unenforceable.

**SECTION 13. GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in such State without giving effect to the principles of conflicts of laws.

**[Remainder of Page Intentionally Left Blank]**

**SECTION 14. NOTICES.** All notices, demands, and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed, postage prepaid, certified or registered mail, return receipt requested, and addressed:

to the **Corporation** at: **EAST SACRAMENTO PRESERVATION TASK FORCE, INC.**  
425 San Miguel Way  
Sacramento, CA 95819

and to **Indemnitee** at: **BARBARA ROUNA**  
\_\_\_\_\_  
\_\_\_\_\_

Notice of change of address shall be effective only when given in accordance with this section. All notices complying with this section shall be deemed to have been received on the date of delivery or on the third business day after mailing.

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Agreement as of the day specified above.

**CORPORATION:**

EAST SACRAMENTO PRESERVATION  
TASK FORCE, INC.,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
WILL GREEN  
Its President

By: \_\_\_\_\_  
CINDY OROPREZA  
Its Secretary

**INDEMNITEE:**

\_\_\_\_\_  
**BARBARA ROUNA,**  
**Individually**