Form 1023 Checklist  
(Revised June 2006)  
Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code  

Note. Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.

☑ Assemble the application and materials in this order:
  • Form 1023 Checklist
  • Form 2848, Power of Attorney and Declaration of Representative (if filing)
  • Form 8821, Tax Information Authorization (if filing)
  • Expedite request (if requesting)
  • Application (Form 1023 and Schedules A through H, as required)
  • Articles of organization
  • Amendments to articles of organization in chronological order
  • Bylaws or other rules of operation and amendments
  • Documentation of nondiscriminatory policy for schools, as required by Schedule B
  • Form 5768, Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation (if filing)
  • All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.

☑ User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.

☑ Employer Identification Number (EIN)

☑ Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
  • You must provide specific details about your past, present, and planned activities.
  • Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
  • Describe your purposes and proposed activities in specific easily understood terms.
  • Financial information should correspond with proposed activities.

☑ Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.

| Schedule A | Yes ☐ No ☑ |
| Schedule B | Yes ☐ No ☑ |
| Schedule C | Yes ☐ No ☑ |
| Schedule D | Yes ☐ No ☑ |
| Schedule E | Yes ☐ No ☑ |
| Schedule F | Yes ☐ No ☑ |
| Schedule G | Yes ☐ No ☑ |
| Schedule H | Yes ☐ No ☑ |
An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.

- Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) Page 1, Article II
- Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law Page 2, Article V

Signature of an officer, director, trustee, or other official who is authorized to sign the application.
- Signature at Part XI of Form 1023.

Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service
P.O. Box 192
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service
201 West Rivercenter Blvd.
Attn: Extracting Stop 312
Covington, KY 41011
### Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code

Use the instructions to complete this application and for a definition of all bold items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at [www.irs.gov](http://www.irs.gov) for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

#### Part I Identification of Applicant

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<tr>
<td>1</td>
<td>Full name of organization (exactly as it appears in your organizing document)</td>
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<td>c/o Name (if applicable)</td>
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<td>Urban Adamah</td>
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<td>4</td>
<td>Employer Identification Number (EIN)</td>
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<td>Mailing address (Number and street) (see instructions)</td>
<td>Room/Suite</td>
<td>5</td>
<td>Month the annual accounting period ends (01 - 12)</td>
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<tr>
<td>1050 Parker St.</td>
<td>27-4349643</td>
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<td>City or town, state or country, and ZIP + 4</td>
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<td>Berkeley, CA 94710</td>
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<td>Primary contact (officer, director, trustee, or authorized representative)</td>
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<tr>
<td>Name: Evan L. Abrams, Esq.</td>
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<td>Are you represented by an authorized representative, such as an attorney or accountant? If &quot;Yes,&quot; mark &quot;Yes.&quot;</td>
<td>Yes</td>
<td>No</td>
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<td>Provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, Power of Attorney and Declaration of Delegate, with your application if you would like us to communicate with your representative.</td>
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<td>Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If &quot;Yes,&quot; identify the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.</td>
<td>Yes</td>
<td>No</td>
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<td>Organization's website: <a href="http://www.urbanadamah.org">www.urbanadamah.org</a></td>
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<td>Organization's email: (optional) <a href="mailto:adam@urbanadamah.org">adam@urbanadamah.org</a></td>
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<td>Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If &quot;Yes,&quot; explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.</td>
<td>Yes</td>
<td>No</td>
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<td>Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)</td>
<td>11/30/2010</td>
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<td>Were you formed under the laws of a foreign country? If &quot;Yes,&quot; state the country.</td>
<td>Yes</td>
<td>No</td>
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For Paperwork Reduction Act Notice, see page 24 of the instructions.
Part II  Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.

1  Are you a corporation? If "Yes," attach a copy of your articles of incorporation showing certification of filing with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification.  ☒ Yes  ☐ No

2  Are you a limited liability company (LLC)? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application.  ☐ Yes  ☐ No

3  Are you an unincorporated association? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.  ☐ Yes  ☐ No

4a  Are you a trust? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments.  ☐ Yes  ☐ No

b  Have you been funded? If "No," explain how you are formed without anything of value placed in trust.  ☐ Yes  ☐ No

5  Have you adopted bylaws? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected.  ☒ Yes  ☐ No

Part III  Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. DO NOT file this application until you have amended your organizing document. Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

1  Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): Page 1, Article II  ☒

2a  Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.

2b  If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Page 2, Article V

2c  See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state:  ☐

Part IV  Narrative Description of Your Activities

Using an attachment, describe your past, present, and planned activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V  Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

1a  List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual compensation, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Mailing address</th>
<th>Compensation amount (annual actual or estimated)</th>
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<td>See attached statement</td>
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Form 1023 (Rev. 6-2006)
### Part V  Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

**b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than $50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

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<tr>
<th>Name</th>
<th>Title</th>
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**c** List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than $50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

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<th>Name</th>
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The following "Yes" or "No" questions relate to past, present, or planned relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

**2a** Are any of your officers, directors, or trustees related to each other through family or business relationships? If "Yes," identify the individuals and explain the relationship.

- Yes
- No

**b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees.

- Yes
- No

**c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship.

- Yes
- No

**3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

- Yes
- No

**b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through common control? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement.

- Yes
- No

**4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

**a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy?

- Yes
- No

**b** Do you or will you approve compensation arrangements in advance of paying compensation?

- Yes
- No

**c** Do you or will you document in writing the date and terms of approved compensation arrangements?

- Yes
- No
Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements?  
\[ \checkmark Yes \quad \Box No \]

e Do you or will you approve compensation arrangements based on information about compensation paid by similarly situated taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  
\[ \checkmark Yes \quad \Box No \]

f Do you or will you record in writing both the information on which you relied to base your decision and its source?  
\[ \checkmark Yes \quad \Box No \]

g If you answered “No” to any item on lines 4a through 4f, describe how you set compensation that is reasonable for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.  
\[ \checkmark Yes \quad \Box No \]

5a Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If “Yes,” provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If “No,” answer lines 5b and 5c.  
\[ \checkmark Yes \quad \Box No \]

b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?  
\[ \checkmark Yes \quad \Box No \]

c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?  
\[ \checkmark Yes \quad \Box No \]

Note: A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.

6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through non-fixed payments, such as discretionary bonuses or revenue-based payments? If “Yes,” describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  
\[ \Box Yes \quad \checkmark No \]

b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than $50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If “Yes,” describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  
\[ \Box Yes \quad \checkmark No \]

7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If “Yes,” describe any such purchase that you made or intend to make, from whom you made or will make such purchases, how the terms are or will be negotiated at arm’s length, and explain how you determine or will determine that you pay no more than fair market value. Attach copies of any written contracts or other agreements relating to such purchases.  
\[ \Box Yes \quad \checkmark No \]

b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If “Yes,” describe any such sales that you made or intend to make, to whom you made or will make such sales, how the terms are or will be negotiated at arm’s length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales.  
\[ \Box Yes \quad \checkmark No \]

8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If “Yes,” provide the information requested in lines 8b through 8f.  
\[ \checkmark Yes \quad \Box No \]

b Describe any written or oral arrangements that you made or intend to make.  
\[ \checkmark Yes \quad \Box No \]

c Identify with whom you have or will have such arrangements.  
\[ \checkmark Yes \quad \Box No \]

d Explain how the terms are or will be negotiated at arm’s length.  
\[ \checkmark Yes \quad \Box No \]

e Explain how you determine you pay no more than fair market value or you are paid at least fair market value.  
\[ \checkmark Yes \quad \Box No \]

f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.  
\[ \checkmark Yes \quad \Box No \]

9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If “Yes,” provide the information requested in lines 9b through 9f.  
\[ \Box Yes \quad \checkmark No \]
Part V  Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

b Describe any written or oral arrangements you made or intend to make.

c Identify with whom you have or will have such arrangements.

d Explain how the terms are or will be negotiated at arm's length.

e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.

f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI  Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to past, present, and planned activities. (See instructions.)

1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. □ Yes □ No

1b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. □ Yes □ No

2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. □ Yes □ No

3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. □ Yes □ No

Part VII  Your History

The following "Yes" or "No" questions relate to your history. (See instructions.)

1 Are you a successor to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. □ Yes □ No

2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. □ Yes □ No

Part VIII  Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to past, present, and planned activities. (See instructions.)

1 Do you support or oppose candidates in political campaigns in any way? If "Yes," explain. □ Yes □ No

2a Do you attempt to influence legislation? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. □ Yes □ No

b Have you made or are you making an election to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. □ Yes □ No

3a Do you or will you operate bingo or gaming activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. □ Yes □ No

b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. □ Yes □ No

c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.
**Part VIII Your Specific Activities (Continued)**

4a Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.)

- ☒ mail solicitations
- ☒ email solicitations
- ☒ personal solicitations
- ☐ vehicle, boat, plane, or similar donations
- ☒ foundation grant solicitations

☐ phone solicitations
☒ accept donations on your website
☐ receive donations from another organization's website
☒ government grant solicitations
☐ Other

Attach a description of each fundraising program.

b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements.

☐ Yes ☒ No

5 Are you affiliated with a governmental unit? If "Yes," explain.

☐ Yes ☒ No

6a Do you or will you engage in economic development? If "Yes," describe your program.

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

7a Do or will persons other than your employees or volunteers develop your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees.

☐ Yes ☒ No

b Do or will persons other than your employees or volunteers manage your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees.

☐ Yes ☒ No

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate.

☐ Yes ☒ No

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10.

b Do you provide child care so that parents or caretakers of children you care for can be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k).

☐ Yes ☒ No

c Of the children for whom you provide child care, are 95% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k).

☐ Yes ☒ No

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k).

☐ Yes ☒ No

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed.

☐ Yes ☒ No
Part VIII Your Specific Activities (Continued)

11 Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.

   □ Yes □ No

12a Do you or will you operate in a foreign country or countries? If "Yes," answer lines 12b through 12d. If "No," go to line 13a.

   □ Yes □ No

   b Name the foreign countries and regions within the countries in which you operate.
   c Describe your operations in each country and region in which you operate.
   d Describe how your operations in each country and region further your exempt purposes.

13a Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.

   □ Yes □ No

   b Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
   c Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract.
   d Identify each recipient organization and any relationship between you and the recipient organization.
   e Describe the records you keep with respect to the grants, loans, or other distributions you make.
   f Describe your selection process, including whether you do any of the following:
      (i) Do you require an application form? If "Yes," attach a copy of the form.
      (ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.

   g Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.

14a Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.

   □ Yes □ No

   b Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
   c Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries.
   d Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.
   e Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.
   f Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately.
<table>
<thead>
<tr>
<th></th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Do you have a close connection with any organizations? If “Yes,” explain.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Are you applying for exemption as a cooperative hospital service organization under section 501(e)? If “Yes,” explain.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Are you applying for exemption as a cooperative service organization of operating educational organizations under section 501(f)? If “Yes,” explain.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Are you applying for exemption as a charitable risk pool under section 501(n)? If “Yes,” explain.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Do you or will you operate a school? If “Yes,” complete Schedule B. Answer “Yes,” whether you operate a school as your main function or as a secondary activity.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Is your main function to provide hospital or medical care? If “Yes,” complete Schedule C.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Do you or will you provide low-income housing or housing for the elderly or handicapped? If “Yes,” complete Schedule F.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Private foundations may use Schedule H to request advance approval of individual grant procedures.
### Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

<table>
<thead>
<tr>
<th>Type of revenue or expense</th>
<th>Current tax year</th>
<th>3 prior tax years or 2 succeeding tax years</th>
<th>(e) Provide Total for (a) through (d)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a) From 9/01/10 To 12/31/10</td>
<td>(b) From 1/01/11 To 12/31/11</td>
<td>(c) From 1/01/12 To 12/31/12</td>
</tr>
<tr>
<td>1 Gifts, grants, and contributions received (do not include unusual grants)</td>
<td>117,240</td>
<td>253,000</td>
<td>391,000</td>
</tr>
<tr>
<td>2 Membership fees received</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Gross investment income</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Net unrelated business income</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Taxes levied for your benefit</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)</td>
<td>0</td>
<td>48,400</td>
<td>54,000</td>
</tr>
<tr>
<td>8 Total of lines 1 through 7</td>
<td>117,240.00</td>
<td>301,400.00</td>
<td>445,000.00</td>
</tr>
<tr>
<td>9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 Total of lines 8 and 9</td>
<td>117,240.00</td>
<td>301,400.00</td>
<td>445,000.00</td>
</tr>
<tr>
<td>11 Net gain or loss on sale of capital assets (attach schedule and see instructions)</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 Unusual grants</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13 Total Revenue</td>
<td>Add lines 10 through 12</td>
<td>117,240.00</td>
<td>301,400.00</td>
</tr>
<tr>
<td>14 Fundraising expenses</td>
<td>1,156</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 Disbursements to or for the benefit of members (attach an itemized list)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 Compensation of officers, directors, and trustees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 Other salaries and wages</td>
<td>218,040</td>
<td>255,240</td>
<td></td>
</tr>
<tr>
<td>19 Interest expense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 Occupancy (rent, utilities, etc.)</td>
<td>0</td>
<td>48,000</td>
<td>50,000</td>
</tr>
<tr>
<td>21 Depreciation and depletion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22 Professional fees</td>
<td>1,433</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>23 Any expense not otherwise classified, such as program services (attach itemized list)</td>
<td>6,686</td>
<td>135,560</td>
<td>132,560</td>
</tr>
<tr>
<td>24 Total Expenses</td>
<td>Add lines 14 through 23</td>
<td>9,275.00</td>
<td>411,600.00</td>
</tr>
</tbody>
</table>
Part IX  Financial Data (Continued)

B. Balance Sheet (for your most recently completed tax year)

<table>
<thead>
<tr>
<th>Assets</th>
<th>Year End: 2010 (Whole dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Cash</td>
<td>1</td>
</tr>
<tr>
<td>2 Accounts receivable, net</td>
<td>2</td>
</tr>
<tr>
<td>3 Inventories</td>
<td>3</td>
</tr>
<tr>
<td>4 Bonds and notes receivable</td>
<td>4</td>
</tr>
<tr>
<td>5 Corporate stocks (attach an itemized list)</td>
<td>5</td>
</tr>
<tr>
<td>6 Loans receivable (attach an itemized list)</td>
<td>6</td>
</tr>
<tr>
<td>7 Other investments (attach an itemized list)</td>
<td>7</td>
</tr>
<tr>
<td>8 Depreciable and depletable assets (attach an itemized list)</td>
<td>8</td>
</tr>
<tr>
<td>9 Land</td>
<td>9</td>
</tr>
<tr>
<td>10 Other assets (attach an itemized list)</td>
<td>10</td>
</tr>
<tr>
<td>11 Total Assets (add lines 1 through 10)</td>
<td>11</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Accounts payable</td>
<td>12</td>
</tr>
<tr>
<td>13 Contributions, gifts, grants, etc. payable</td>
<td>13</td>
</tr>
<tr>
<td>14 Mortgages and notes payable (attach an itemized list)</td>
<td>14</td>
</tr>
<tr>
<td>15 Other liabilities (attach an itemized list)</td>
<td>15</td>
</tr>
<tr>
<td>16 Total Liabilities (add lines 12 through 15)</td>
<td>16</td>
</tr>
</tbody>
</table>

Fund Balances or Net Assets

| 17 Total fund balances or net assets | 17 |
| 18 Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17) | 18 |

19 Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. □ Yes  □ No

Part X  Public Charity Status

Part X is designed to classify you as an organization that is either a private foundation or a public charity. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a private operating foundation. (See instructions.)

1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. □ Yes  □ No

b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2. □

2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI.

3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. □ Yes  □ No

4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? □ Yes  □ No

5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.

The organization is not a private foundation because it is:

a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A. □
b 509(a)(1) and 170(b)(1)(A)(ii)—a school. Complete and attach Schedule B. □
c 509(a)(1) and 170(b)(1)(A)(iii)—a hospital, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C. □
d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D. □
Part X  Public Charity Status (Continued)

- 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- 509(a)(1) and 170(b)(1)(A)(v)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

If you checked box g, h, or i in question 5 above, you must request either an advance or a definitive ruling by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

Request for Advance Ruling: By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, Extending the Tax Assessment Period, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

(Signature of Officer, Director, Trustee, or other authorized official)  (Type or print name of signer)  (Date)

(TYPE or print title or authority of signer)

For IRS Use Only

IRS Director, Exempt Organizations  (Date)

Request for Definitive Ruling: Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).

(i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses.
- Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.

(ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each disqualified person. If the answer is "None," check this box.
- For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) $5,000. If the answer is "None," check this box.

Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual.

Yes  No
Part XI  User Fee Information

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed $10,000 annually over a 4-year period, you must submit payment of $750. If your gross receipts have not exceeded or will not exceed $10,000 annually over a 4-year period, the required user fee payment is $300. See instructions for Part XI, for a definition of gross receipts over a 4-year period. Your check or money order must be made payable to the United States Treasury. User fees are subject to change. Check our website at www.irs.gov and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.

1 Have your annual gross receipts averaged or are they expected to average not more than $10,000?  ☐ Yes  ☒ No
   If "Yes," check the box on line 2 and enclose a user fee payment of $300 (Subject to change—see above).
   If "No," check the box on line 3 and enclose a user fee payment of $750 (Subject to change—see above).

2 Check the box if you have enclosed the reduced user fee payment of $300 (Subject to change).  ☐

3 Check the box if you have enclosed the user fee payment of $750 (Subject to change).  ☒

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here  

[Signature of Officer, Director, Trustee, or other authorized official]  Adam Berman

(Type or print name of signer)  Executive Director

(Date)  (Type or print title or authority of signer)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application.
SCHEDULE TO IRS FORM 1023

Urban Adamah
1050 Parker Street
Berkeley, CA 94710

Part I, Line 7: Power of Attorney and Declaration of Representative

Evan L. Abrams, Esq.
c/o Farella Braun + Martel
Russ Building
235 Montgomery Street
San Francisco, CA 94104
Telephone: (415) 954-4400
Fax: (415) 954-4480

Barbara A. Murphy, Esq.
c/o Farella Braun + Martel
Russ Building
235 Montgomery Street
San Francisco, CA 94104
Telephone: (415) 954-4400
Fax: (415) 954-4480

See attached Federal Form 2848, Power of Attorney and Declaration of Representative.

Part II, Line 1: Organizational Structure

Certified Articles of Incorporation of Urban Adamah, dated November 30, 2010, are attached as Exhibit A.

Part II, Line 5: Organizational Structure

Bylaws of Urban Adamah, adopted by Unanimous Written Consent of the Board of Directors on May 5, 2011 are attached as Exhibit B.

Part IV: Narrative Description of Activities

Urban Adamah seeks to build a socially just and environmentally sustainable world through service learning programs that integrate hands-on urban agriculture, direct social action and progressive Jewish living and learning. Urban Adamah's main program is a three-month intensive leadership-training residency for young adults (Fellows). As part of their training, Fellows will operate an organic farm in Berkeley, California, which will serve as an education center for the greater Bay Area Jewish and non-Jewish communities and will provide fresh produce to local food banks and charitable organizations to support surrounding low-income communities. Fellows will also work with local, community-based social justice organizations on experiential projects that address issues at the intersection of poverty, food security and environmental stewardship. Twelve Urban Adamah Fellows will be selected to participate in the pilot three-month program starting June 2011.
SCHEDULE TO IRS FORM 1023

Urban Adamah
1050 Parker Street
Berkeley, CA 94710

EIN: 27-4349643

Urban Adamah Fellowships run for three-month periods in the summer, fall and spring. Key to its success, the Fellowship is based on an intensive service-learning model. Fellows live and work together full time, and are fully immersed in an ecologically aware, service-oriented and spiritually vibrant way of life.

Urban Adamah Fellows will live in a rented home within biking distance of the farm. The home will also serve as an indoor classroom and host facility for programming, and community gatherings.

The Urban Adamah curriculum has three components:

1. **Service of the Field.** Fellows will spend the majority of their time learning and practicing sustainable agriculture on the one-acre Urban Adamah farm in Berkeley. They will be involved in all aspects of the food production cycle—including crop selection, farm design, pest management, planting, harvesting and distribution. The produce grown on the farm will be distributed to members of the local community most in need, primarily through local food banks.

2. **Service to the Community.** Urban Adamah Fellows will also contribute to the larger community by leading educational programs and participating in community service projects through their environmental justice internships. Fellows will offer hands-on educational programs at the farm to local residents, families and students from Jewish and non-Jewish institutions. For Jewish groups, educational programming will combine farming and sustainability with Jewish tradition and values. Urban Adamah Fellows will also organize regular farm-work volunteer opportunities for individuals in the larger community. As a key component of the program, Fellows will also spend an average of 10 hours per week working in local, low-income neighborhoods with community-based environmental justice organizations. Projects will mostly be hands-on in nature and address issues of poverty, food security and energy use. Examples of the work the Fellows will perform include working with City Slicker Farms (www.cityslickerfarms.org) to support the installation of food gardens in the backyards of low-income families in West Oakland, and participating in the Ecology Center’s Farm Fresh Choice (www.ecologycenter.org) program which teaches nutrition education and sells local produce at East Bay public high schools. Other justice organizations the Fellows will work with include People’s Grocery (www.peoplesgrocery.org) and Rising Sun Energy Center (www.risingsunenergy.org). See letters of support from several such organizations attached as Exhibit C.

3. **Learning.** Fellowship studies will cover material in four primary areas:

   i. **Sustainability/Environmental Justice:** Fellows will learn about environmental sustainability through lectures, readings and discussions of environmental topics, and through hands-on skill building workshops and
SCHEDULE TO IRS FORM 1023

Urban Adamah
1050 Parker Street
Berkeley, CA 94710

EIN: 27-4349643

- including sustainable agriculture, environmental justice, energy, water and green building.

ii. *Teaching/Pedagogy:* Fellows will learn how to teach an experiential curriculum on the farm to students of all ages and backgrounds. The curriculum will integrate hands-on farm work with the broader environmental and social issues that inform the greater Urban Adamah enterprise.

iii. *Leadership Training:* The Urban Adamah curriculum also focuses on leadership training through skill-development exercises, discussions and role-play scenarios to empower Fellows to take leadership roles in their communities after they complete the program. Topics include public speaking, meeting facilitation, active listening and conflict resolution, among others.

iv. *Jewish Studies:* Fellows will delve deeply into the Jewish tradition’s understanding of the natural world and our relationship to it. While learning sessions are primarily focused on Jewish perspectives on environmental and social justice issues, Fellows will also explore topics such as prayer, holidays, Shabbat, Jewish ethics and the weekly Torah portion.

Young adults interested in becoming Urban Adamah Fellows will submit the application attached here as Exhibit D, which includes several short essays and requires two professional references. Should more than 12 Fellows apply for a particularly training session, Fellows will initially be chosen based on their answers to the application questions. After initial choices are made, all final candidates will have a one hour interview with two Urban Adamah staff members, including the Executive Director. Final selections are then made by the Executive Director and the Assistant Director based on which applicants demonstrate the most maturity, interest in the program, and potential for future leadership. Fellows will be required to pay $1200 to partially cover the costs of their housing and food, with financial aid available for those to whom such payment would be a financial hardship. The remaining costs of the Fellowship will be covered by Urban Adamah’s fundraising efforts.

Lastly, Urban Adamah will invite other IRC §501(c)(3) organizations, including both religious and secular organizations, to visit Urban Adamah’s farm to learn about environmental sustainability and food production. Such organizations may be charged a nominal fee for the use of Urban Adamah’s facilities and the participation of Urban Adamah’s staff members. The programs conducted with other IRC §501(c)(3) organizations will further Urban Adamah’s mission of supporting sustainable agriculture and addressing issues of poverty and community awareness.
Urban Adamah  
1050 Parker Street  
Berkeley, CA 94710  

Part V, Line 1a: Names of Officers and Directors

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Mailing Address</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Jacobs</td>
<td>President, Director</td>
<td>2226 Sacramento, Berkeley, CA 94702</td>
<td>None</td>
</tr>
<tr>
<td>Adam Weisberg</td>
<td>Vice President, Director</td>
<td>1239 Peralta Avenue Berkeley, CA 94706</td>
<td>None</td>
</tr>
<tr>
<td>Adam Berman</td>
<td>Executive Director, Director</td>
<td>1437 Oxford St., Berkeley, CA 94709</td>
<td>$60,000 / year</td>
</tr>
<tr>
<td>Tanir Ami</td>
<td>Treasurer, Director</td>
<td>34 Florida Ave., Berkeley, CA 94707</td>
<td>None</td>
</tr>
<tr>
<td>Corey Block</td>
<td>Secretary, Director</td>
<td>2609 Pacific Ave, San Francisco, CA 94115</td>
<td>None</td>
</tr>
<tr>
<td>Randy Goldstein</td>
<td>Director</td>
<td>2818 Webster Street, Berkeley, CA 94709</td>
<td>None</td>
</tr>
<tr>
<td>David Berman</td>
<td>Director</td>
<td>144 N Wetherly Dr., Los Angeles, 90048</td>
<td>None</td>
</tr>
<tr>
<td>Eric Antebi</td>
<td>Director</td>
<td>425 Haight Avenue, Alameda, 94509</td>
<td>None</td>
</tr>
</tbody>
</table>

Part V, Line 2a and 2c: Family Relationships – Officers or Directors

Adam Berman, Executive Director, Director  
Brother of David Berman, Director

David Berman, Director  
Brother of Adam Berman, Executive Director, Director

Part V, Line 2a: Other Business Relationships

Adam Berman, Executive Director, Director  
Director of Hazon, Inc., an IRC §501(c)(3) non-profit organization with IRC Section 509(a)(1) public charity status (“Hazon”), (Adam is one of 29 Directors.)

Hazon, Fiscal Sponsor to Urban Adamah

While Urban Adamah’s application for tax-exemption is being evaluated, funds have been and will continue to be contributed to Hazon, its fiscal sponsor. See attached Exhibit E, Fiscal Sponsorship Agreement, between Hazon and Urban Adamah. Hazon charges a fee of 2% of such funds related to its serving as a fiscal agent and such fiscal relationship with Hazon will terminate upon Urban Adamah obtaining its own IRC §501(c)(3) exemption with IRC §509(a)(1) public charity status. At termination, any funds that Hazon is overseeing will be transferred to Urban Adamah.
**Part V, Line 3a: Officers, Directors, and Highest Compensated Employees**

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>Qualifications</th>
<th>Average Hours Worked</th>
<th>Duties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Jacobs, President, Director</td>
<td>B.A., Sociology; M.A., International Relations; Graduate Certificate in Development Studies; Mediator and Program Manager at the Meridian Institute; Founding Executive Director of the Coalition on the Environment and Jewish Life (COEJL).</td>
<td>10 hrs / week</td>
<td>See Bylaws pp. 9-10</td>
</tr>
<tr>
<td>Adam Weisberg, Vice President, Director</td>
<td>Executive Director, Camp Tawonga; Former Executive Director, Berkeley Hillel; Former Director of the Teva Learning Center; Worked with the Council of Jewish Federations in New York, the Jewish Agency in Israel, and the American Jewish Joint Distribution Committee in Bulgaria.</td>
<td>3 hrs / week</td>
<td>See Bylaws pp. 9-10</td>
</tr>
<tr>
<td>Adam Berman, Executive Director, Director</td>
<td>B.A., Environmental Policy; M.B.A.; Director of Hazon and the David Brower Center; Former Executive Director of the Isabella Freedman Jewish Retreat Center; Co-founded the Jewish Greening Fellowship; Former Director of the Teva Learning Center.</td>
<td>50 hrs / week</td>
<td>See Bylaws pp. 9-11</td>
</tr>
<tr>
<td>Tanir Ami, Treasurer, Director</td>
<td>M.B.A.; CEO of Community Health Clinic Ole in Napa County, CA; Former Executive Director for the Community Clinic Consortium, a non-profit organization supporting four member clinics with 23 sites; Former Program Officer at the Center for HealthCare Access at Blue Shield of California Foundation.</td>
<td>3 hrs / week</td>
<td>See Bylaws pp. 9-11</td>
</tr>
<tr>
<td>Corey Block, Secretary, Director</td>
<td>BA, Earth and Environmental Science; Master Gardener Certificate, Alameda County; Certificate Founder, Sustaining Ourselves Locally (SOL), Oakland, California; Certificate in Ecological Horticulture, Center for Agroecology and Sustainable Food Systems (CASFS) at UC Santa Cruz; Urban Farm Coordinator for the Treasure Island Job Corps Center.</td>
<td>3 hrs / week</td>
<td>See Bylaws pp. 9-11</td>
</tr>
<tr>
<td>Randy Goldstein, Director</td>
<td>BA, Economics; MS, Energy Management and Policy; Director, Wilderness Torah; Co-founder, former Director and CEO of OptiSolar Inc.; Former Director of OptiCanada.</td>
<td>2 hrs / week</td>
<td>See Bylaws page 9</td>
</tr>
<tr>
<td>David Berman, Director</td>
<td>B.A, Jewish Studies; Advisory Board Member, Adamah; Active gardener.</td>
<td>2 hrs / week</td>
<td>See Bylaws page 9</td>
</tr>
</tbody>
</table>
Part V, Lines 4 and 5a: Compensation - Conflicts of Interest Policy

The Conflicts of Interest Policy, adopted by Unanimous Written Consent of the Board of Directors on March 9, 2011, substantially incorporates the language of the sample conflict of interest policy set forth in Appendix A to the instructions to IRS Form 1023. A copy of the Urban Adamah’s Conflict of Interest Policy is attached here as Exhibit F.

Part V, Line 8a-8f: Leases, Contracts, Loans, and Other Agreements

Urban Adamah intends to enter into a written employment contract with Adam Berman for his services as Executive Director. It is anticipated that compensation for such work will be $60,000 annually, including a typical benefits package. Such compensation is typical for the position, based on current market rates for such type of employment in a nonprofit organization. The salary and other terms of employment will be determined and approved pursuant to Urban Adamah’s Conflict of Interest Policy. See Schedule, Part V, Line 4 and 5a: Compensation - Conflicts of Interest Policy.

Part VI, Line 1a: Benefit to Individuals

Urban Adamah will provide leadership training to young adults. See Schedule, Part IV: Narrative Description of Activities.

Part VI, Line 1b: Benefit to Organizations

Urban Adamah will donate produce grown on the farm to local IRC §501(c)(3) organizations, such as food banks and charities which support surrounding low-income communities. Urban Adamah Fellows will also volunteer at local, community based social justice IRC §501(c)(3) organizations on experimental projects that address issues at the intersection of poverty, food security and environmental stewardship. See Schedule, Part IV: Narrative Description of Activities.

Part VIII, Line 4a: Description of Fundraising Programs

The fundraising for Urban Adamah will consist mainly of its Directors, Officers, employees, and volunteers making personal solicitations to contacts within the scientific and educational community throughout the United States. There will be solicitations to individuals, private foundations, public charities, and corporate sponsors. Urban Adamah may also apply for grants from the state of California and the United States Federal government.
SCHEDULE TO IRS FORM 1023

Urban Adamah
1050 Parker Street
Berkeley, CA 94710

EIN: 27-4349643

Part VIII, Line 4d: Fundraising Jurisdictions

Fundraising will be conducted throughout the United States by Urban Adamah’s Directors, Officers, and volunteers.

Part VIII, Line 11: Contributions

It is anticipated that Urban Adamah may accept contributions of real property, closely held securities, works of art, automobiles, boats, planes, or other vehicles, or collections. Such contributions would not be accepted with any conditions imposed by the donors of the contribution or any other type of agreement. It is anticipated that such contributions, if accepted, would either be sold for cash and appropriately reinvested, or be held as an investment of Urban Adamah. Urban Adamah would require that any contribution of this nature would need to be appraised by an independent third party appraiser as required under Treas. Reg. § 1.170A-13(c) for contributions over $5,000.

Part VIII, Line 13b: Distributions to Organizations in Furtherance of Exempt Purpose

Urban Adamah will donate produce grown on the farm to local IRC §501(c)(3) organizations, such as food banks and charities which support surrounding low-income communities, which furthers Urban Adamah’s mission of supporting sustainable agriculture and addressing issues of poverty and food security. See Schedule, Part IV: Narrative Description of Activities.

Part VIII, Line 13d: Recipient Organizations

Urban Adamah has not yet identified specific IRC §501(c)(3) recipient organizations but intends to donate produce grown on the farm to such charitable organizations as explained above in Line 13b and in Schedule, Part IV: Narrative Description of Activities. Consistent with its Conflicts of Interest Policy, the Board of Directors of Urban Adamah will ensure that it will have no family or business relationships with a recipient entity.

Part VIII, Line 13g: Oversight of Distributions

Because of Urban Adamah’s involvement with the local recipient IRC §501(c)(3) organizations, Urban Adamah will have the first hand knowledge necessary to ensure that such organizations are using the donated produce to further Urban Adamah’s mission.

Part IX A: Statement of Revenue and Expenses

Part IX A, Line 7: Other Revenue

<table>
<thead>
<tr>
<th>Source of Revenue</th>
<th>9/1/10 - 12/31/10</th>
<th>1/1/11 - 12/31/11</th>
<th>1/1/11 - 12/31/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees Paid by Fellows</td>
<td>$0</td>
<td>$32,400</td>
<td>$36,000</td>
</tr>
</tbody>
</table>

26289/2459533.5
SCHEDULE TO IRS FORM 1023

Urban Adamah  
1050 Parker Street  
Berkeley, CA 94710

<table>
<thead>
<tr>
<th>Program Fees Paid by Organizations Visiting Urban Adamah(^1)</th>
<th>$0</th>
<th>$16,000</th>
<th>$18,000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$0</td>
<td>$48,400</td>
<td>$54,000</td>
</tr>
</tbody>
</table>

**Part IX A, Line 18: Other Salaries and Wages**

Urban Adamah currently has one permanent employee, as disclosed in Part V, Line 1a, and three temporary employees for this initial phase of operations. Urban Adamah anticipates that it will hire three permanent employees within the 2011-2012 fiscal year for a total of four permanent employees. It also anticipates hiring two additional positions for employees within the 2012-2013 fiscal year. Line 18 reflects anticipated salaries for such positions based on current market rates for such employee positions for nonprofit organizations, including a typical benefits package. Such salaries will be determined and approved pursuant to Urban Adamah’s Conflict of Interest Policy. See Schedule, Part V, Line 4 and 5a: Compensation - Conflicts of Interest Policy.

**Part IX A, Line 23: Expenses not otherwise classified**

<table>
<thead>
<tr>
<th>Expense</th>
<th>9/1/10 - 12/31/10</th>
<th>1/1/11 - 12/31/11</th>
<th>1/1/11 - 12/31/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing / Website</td>
<td>$3,245</td>
<td>$4,000</td>
<td>$4,000</td>
</tr>
<tr>
<td>Promotions / Collateral</td>
<td>$445</td>
<td>$1,500</td>
<td>$1,500</td>
</tr>
<tr>
<td>General Liability Insurance</td>
<td>$0</td>
<td>$6,000</td>
<td>$7,000</td>
</tr>
<tr>
<td>Professional Development</td>
<td>$1,300</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$789</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
<tr>
<td>Miscellaneous Administrative</td>
<td>$907</td>
<td>$6,000</td>
<td>$6,000</td>
</tr>
<tr>
<td>Farm Development / Supplies</td>
<td>$0</td>
<td>$15,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Land Operating Costs</td>
<td>$0</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Program Supplies / Materials</td>
<td>$0</td>
<td>$3,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>Fellows Residence</td>
<td>$0</td>
<td>$52,000</td>
<td>$52,000</td>
</tr>
<tr>
<td>Fellows House Furnishings</td>
<td>$0</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>Fellows Food</td>
<td>$0</td>
<td>$34,560</td>
<td>$34,560</td>
</tr>
<tr>
<td>Transportation / Field Trips</td>
<td>$0</td>
<td>$2,000</td>
<td>$3,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$6,686</strong></td>
<td><strong>$135,560</strong></td>
<td><strong>$132,560</strong></td>
</tr>
</tbody>
</table>

\(^1\) See Schedule, Part IV: Narrative Description of Activities.
Part IX B: Balance Sheet

The balance sheet is a good faith estimate of what Urban Adamah’s assets and liabilities were as of January, 2011.

Part X A, Line 5(g): Public Charity Status under IRC Section 509(a)(1)

See Exhibit G.

As indicated in this exhibit, based on Urban Adamah’s estimates, it will clearly qualify for public charity status under the public support test because it anticipates that it will receive more than one-third of its total support from governmental units or from contributions made directly or indirectly by the general public. Urban Adamah will be actively fundraising from a wide source of donors, and due to its experienced leadership and organizational structure, it can reasonably be expected to attract the type of broad based support to meet the public support test as an IRC Section 509(a)(1) organization.
EXHIBIT A
Articles of Incorporation

of

Urban Adamah

I. NAME

The name of the corporation is Urban Adamah.

II. PURPOSES

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this corporation is organized are:

1) To grow food and provide it to poor and impoverished individuals;
2) To provide hands-on education about sustainable urban agricultural practices and other aspects of urban sustainable living;
3) To educate students and community members about an approach to Jewish tradition that inspires compassion and generosity, and encourages individuals to assume leadership roles that enable them to more effectively create an environmentally sustainable and socially just world; and
4) To engage in any lawful activity in furtherance of the above purposes, but in no event will the corporation engage in any activity prohibited to corporations exempt from federal taxation under Section 501(c)3 of the Internal Revenue Code.

III. AGENT FOR SERVICE

The name and address of the corporation’s initial agent for service of process is:

Adam Berman
1437 Oxford St.
Berkeley, CA 94709

IV. LIMITATIONS ON ACTIVITIES

The corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 214.
Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Internal Revenue Code Section 501(c)(3) or (2) by a corporation, the contributions to which are deductible under Internal Revenue Code Section 170(c)(2).

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

V. BENEFIT AND DISSOLUTION
The property of this corporation is irrevocably dedicated to charitable and educational purposes, meeting the requirements of Revenue and Taxation Code Section 214 and no part of the net income or assets of the organization shall ever inure to the benefit of any director, trustee, officer or member thereof or to the benefit of any private person.

On the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable and educational purposes in accordance with Section 214 of the California Revenue and Taxation Code and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

VI. PERSONAL LIABILITY
The liability of directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

VII. INDEMNIFICATION
The Corporation shall have the power to indemnify any agent of the corporation to the fullest extent permissible under California law.

Dated: November 29, 2010

[Signature]
Adam Berman, Incorporator
I hereby certify that the foregoing transcript of ___ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 15 2010

Date: 

[Signature]

DERRA BOWEN, Secretary of State
EXHIBIT B
BYLAWS

OF

URBAN ADAMAH

A California Nonprofit Public Benefit Corporation

ARTICLE I
NAME AND PURPOSES

1.1 NAME. The name of this corporation is Urban Adamah (the "Corporation").

1.2 GENERAL PURPOSES. 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 of the State of California for exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or any corresponding provision of any future United States internal revenue law (the "Internal Revenue Code"). The Corporation intends to qualify as a public charity under Internal Revenue Code Section 509(a)(1).

1.3 PRIMARY PURPOSE. The primary purpose of the Corporation is to: (a) provide hands-on education regarding sustainable urban agricultural practices and other aspects of urban sustainable living, (b) educate students and community members about an approach to Jewish tradition that inspires compassion and generosity, and encourages individuals to assume leadership roles that enable them to more effectively create an environmentally sustainable and socially just world and (c) grow food and provide it to poor and impoverished individuals. The Corporation may also engage in such other direct activities of an exclusively exempt nature within the meaning of Section 501(c)(3) of the Internal Revenue Code, that is religious, charitable, scientific, literary or educational, as its Directors may deem appropriate in furtherance of its primary purpose.

ARTICLE II
POWERS

2.1 GENERAL POWERS. The Corporation is to have and exercise all rights and powers conferred on nonprofit public benefit corporations under the laws of the State of California.

2.2 LIMITATION OF POWERS. This Corporation is organized exclusively for exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code. No substantial part of the activities of this Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code, nor shall this Corporation participate or intervene
in any political campaign (including the publishing or distribution of statements) on behalf of (or in opposition to) any candidate for public office.

2.3 INCOME DISTRIBUTION. Notwithstanding any other provision of these Bylaws, the Corporation shall be subject to the following limitations and restrictions during any period or periods that the Corporation is deemed to be a "private foundation" as defined in Section 509 of the Internal Revenue Code:

(a) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to subject the Corporation to tax under Section 4942 of the Internal Revenue Code;

(b) The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code;

(c) The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code;

(d) The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code; and

(e) The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

ARTICLE III
DEDICATION OF ASSETS

3.1 IRREVOCABLE DEDICATION. The property, assets, profits and net income of this Corporation are irrevocably dedicated to exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and shall not inure to the benefit of or be distributable to any Trustee, Director, or Officer of this Corporation or to the benefit of any private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article I.

3.2 DISSOLUTION. Upon dissolution, liquidation or winding up of this Corporation, the assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to such nonprofit funds, foundations or corporations as may be selected by the Board of Directors that are organized and operated exclusively for exempt purposes and have established and maintained tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, as from time to time amended, and including any subsequent renumbering or replacement of the section.

3.3 TRUST ASSETS. If this Corporation holds any assets in trust, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the county in which the Corporation has its principal office upon petition therefore by the Attorney General of the State of California or by any person concerned in the dissolution, liquidation or winding up.
ARTICLE IV
OFFICES

4.1 PRINCIPAL OFFICE. The principal office for the transaction of the business of this Corporation is hereby fixed and located at 1050 Parker Street, Berkeley, CA 94710. The Board of Directors may change the principal office from one location to another. Any change of location of the principal office shall be noted by the Secretary on these Bylaws opposite this Section, or this Section may be amended to state the new location.

4.2 OTHER OFFICES. The Board of Directors at any time may establish branch or subordinate offices at any place or places where the Corporation is qualified to do business.

ARTICLE V
MEMBERS

The Corporation shall have no members. All rights which would vest in members under the California Nonprofit Public Benefit Corporation Law instead shall vest in the Board of Directors.

ARTICLE VI
BOARD OF DIRECTORS

6.1 GENERAL POWERS. Subject to the provisions of the California Nonprofit Public Benefit Corporation Law and any limitations contained in the Articles of Incorporation or these Bylaws, the activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

6.2 NUMBER, ELECTION AND TERM OF OFFICE. The Board of Directors shall consist of at least five (5) but not more than twenty-one (21) persons, which by definition shall include an Ex-Officio member, as defined by Section 6.2(a) of these Bylaws. The exact number shall be fixed from time to time within those limits by a resolution adopted by the Board of Directors. However, to prevent a stalemate between members of the Board of Directors and to provide for efficient administration, the Board of Directors shall attempt to consist of an odd number of directors at all times. The number of Directors may be changed by amendment of these Bylaws, or by repeal of these Bylaws and adoption of new bylaws, as provided in these Bylaws.

(a) The Executive Director appointed and hired by the Board of Directors, pursuant to Section 10.1 of these bylaws, shall be an Ex-Officio member of the Board of Directors. An Ex-Officio Director serves by reason of such person’s official capacity, and the resignation or removal of any such person from office shall automatically terminate such person’s membership on the Board.

(b) The members of the Board of Directors, shall be elected by the vote of a majority of the Directors then in office. A person so elected shall hold office, for a two (2) year term. To establish staggering terms of office for members of the Board of Directors, members shall be divided into two classes, as nearly equal in number as reasonably possible, with the term of the first class of members to expire at the 2012 annual meeting of the Board of Directors and
the term of the second class of members to expire at the 2013 annual meeting of the Board of Directors. At each annual meeting of the Board of Directors following such initial classification and election, members elected to succeed those members whose terms expire shall be elected for a term of office to expire at the second succeeding annual meeting of the Board of Directors following their election. A Director shall hold office until the earlier of: a successor being duly elected and qualified; the Director resigns or is removed pursuant to Section 6.4; or the Director’s office is declared vacant by a resolution of the Board of Directors as provided by Section 6.5 of these Bylaws.

6.3 INTERESTED PERSONS. At no time shall more than forty-nine percent (49%) of the persons serving on the Board of Directors be interested persons. For the purposes of this Section 6.3, an “interested person” means:

(a) Any person currently being compensated by the Corporation for services rendered to it within the previous twelve months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director;

(b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person.

However, any violation of the provision of this Section 6.3 shall not affect the validity or enforceability of any transaction entered into by this Corporation.

6.4 RESIGNATION AND REMOVAL OF DIRECTORS. Any or all Directors may resign by written notice to the Corporation or may be removed with or without cause by a two-thirds majority vote of the Directors then in office and any such resignation or removal shall be effectively immediately; provided, however, that reduction in the number of Directors authorized in these Bylaws does not remove any Director prior to the expiration of that Director’s term of office unless expressly so stated; provided, further, that no Director may resign if the Corporation would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the California Attorney General.

6.5 VACANCIES. The Board of Directors, by a majority vote of the Directors then in office, whether or not less than a quorum, or a sole remaining Director, may fill any vacancies caused by the death, resignation or removal of a Director, or by an increase in the number of Directors authorized by these Bylaws. Any Director elected to fill such a vacancy shall serve on the Board of Directors during the remainder of the term of the vacated office and until a successor has been duly qualified and elected.

ARTICLE VII
MEETINGS OF THE BOARD OF DIRECTORS

7.1 ANNUAL MEETING. The Board of Directors shall hold an annual meeting for the purpose of organization, election of Officers and Directors, and the transaction of other business, at such time as may be fixed by the Board of Directors, but in any case at least once during each fiscal year of the Corporation. Notice of all such annual meetings of the Board of Directors is hereby dispensed with.
7.2 OTHER REGULAR MEETINGS. Other regular meetings of the Board of Directors shall be held at such time as shall from time to time be determined by resolution of the Board of Directors which shall specify the place, date and hour of the meeting and the means of electronic transmission by and to the Corporation or electronic video conference, if any, by which Directors may participate in the meeting. Notice of all such other regular meetings is hereby dispensed with.

7.3 SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President or by any Vice President or by the Secretary or by any two (2) Directors. Notice of the time and place of special meetings shall be given to each Director by one of the following methods: (a) personal delivery of written notice; (b) first-class mail, postage paid; (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 such notice promptly to the Director; (d) facsimile; (e) electronic mail; or (f) other electronic means. All such notices shall be given or sent to the Director’s address, telephone or facsimile number or electronic mail as shown on the records of the Corporation. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic mail shall be delivered, telephoned, or sent, respectively, at least forty-eight (48) hours before the time set for the meeting. The notice shall state the time and place, if the place is other than the Corporation’s principal office. The notice need not specify the purpose of the meeting.

7.4 PLACE OF MEETINGS. The annual and other regular meetings may be held at any place within or outside the State of California that has been designated from time to time by resolution of the Board of Directors. In the absence of such a designation, regular meetings shall be held at the principal office of the Corporation. Special meetings shall be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice, at the principal office of the Corporation.

7.5 MEETINGS BY TELEPHONE, VIDEO OR SCREEN COMMUNICATION. Any meeting, annual, other regular, or special, may be held by the use of conference telephonic, electronic video screen communication or electronic transmission by and to the Corporation. Participation in a meeting through use of conference telephone or electronic video screen communication constitutes presence in person at that meeting as long as all Directors participating in the meeting are able to hear one another. Participation in a meeting through the use of electronic transmission by and to the Corporation, other than conference telephone and electronic video screen communication, constitutes presence in person at that meeting, if both of the following apply:

(a) Each Director participating in the meeting can communicate with all of the other Directors concurrently; and,

(b) Each Director is provided the means of participating in all matters before the Board of Directors, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the Corporation.
7.6 WAIVER OF NOTICE. Business transacted at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though transacted at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent shall provide the general nature of 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 meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting, before or at its commencement, the lack of notice to that Director.

7.7 QUORUM. A majority of the Directors then in office shall constitute a quorum for the transaction of business except to adjourn as provided in Section 7.8. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, subject to the provisions of Section 5233 (as to self-dealing transactions), Section 5234 (as to transactions between corporations having common directorships), Section 5235 (as to compensation of directors or officers) and Section 5238(e) (as to indemnification of corporate agents) of the Corporations Code of California. A meeting at which a quorum initially is present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

7.8 ADJOURNMENT. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

7.9 NOTICE OF ADJOURNMENT. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of the time and place shall be given, in the manner specified in Section 7.3 for giving notice of special meetings, to the Directors who were not present at the time of the adjournment. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

7.10 ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board of Directors shall individually or collectively consent in writing or by electronic transmission to that 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 Section 5233 of the California Corporations Code shall not be required for approval of that transaction. Such action by written consent or electronic transmission shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

7.11 COMPENSATION, REIMBURSEMENT. Directors may receive such compensation, if any, for their services as Directors, and such reimbursement of expenses, as the Board of Directors may determine by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.
ARTICLE VIII
COMMITTEES

8.1 CREATION OF COMMITTEES OF THE BOARD OF DIRECTORS. The Board of Directors, by resolution adopted by a majority of the Directors then in office, provided that a quorum is present, may create one or more executive committees, each consisting of two or more Directors and no persons who are not Directors, to serve at the pleasure of the Board of Directors. The Board of Directors may appoint one or more Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Appointments of members or alternate members to such committees shall be by a majority vote of Directors then in office. Any such Committee, to the extent provided in the resolution of the Board of Directors, shall have all the authority of the Board of Directors, except with respect to:

(a) The approval of any action which, under the California Nonprofit Public Benefit Corporation Law, would require approval of a Member or Members, if the Corporation has a Member or Members;

(b) The filling of vacancies on the Board of Directors or on any committee;

(c) The fixing of compensation of Directors for serving on the Board of Directors or on any committee;

(d) The amendment or repeal of bylaws or the adoption of new bylaws;

(e) The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable;

(f) The appointment of any other committee of the Board of Directors or the members thereof; and,

(g) The approval of any self-dealing transaction, except as expressly provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

8.2 EXECUTIVE COMMITTEE. The Executive Committee shall consist of the President, Vice President, Secretary, Treasurer, and Executive Director. The Executive Committee shall meet periodically to discuss the administration and other relevant matters pertaining to the Corporation.

8.3 ADVISORY COMMITTEES. The Board of Directors, by resolution adopted by a majority of the Directors then in office, may create one or more advisory committees, which may consist of persons who are not Directors of the Corporation, to serve at the pleasure of the Board. The Board of Directors shall appoint the members of such advisory committees. Members of advisory committees may receive compensation for their services. Reasonable expenses incurred and documented by any committee member in connection with the performance of his or her official duties shall be reimbursed by the Corporation upon approval by the Board of Directors. Any advisory committee shall act in an advisory capacity only and shall not exercise any of the Board of Director's powers or authority.
8.4 AUDIT COMMITTEE. In any fiscal year in which the Corporation receives
or accrues gross revenues of Two Million Dollars ($2,000,000) or more, the Corporation shall
have an Audit Committee appointed by the Board of Directors as provided in Section 8.02 of
this Article VIII. The Audit Committee shall consist of at least one individual, and shall not
include any staff members (paid or unpaid), the President, or Treasurer of the Corporation.
Members of the Audit Committee shall not receive any compensation from the Corporation,
and shall not have any material financial interest in any entity doing business with the
Corporation. Reasonable expenses incurred and documented by any member of the Audit
Committee in connection with the performance of his or her official duties shall be reimbursed
by the Corporation upon approval thereof by the Board of Directors. If the Corporation has a
Finance Committee, members of the Finance Committee shall constitute less than fifty percent
(50%) of the membership of the Audit Committee and the Chair of the Audit Committee shall
be prohibited from serving on the Finance Committee. Subject to the supervision of the Board
of Directors, the Audit Committee shall be responsible for the following:

(a) Recommending to the Board of Directors the retention and termination of
an independent auditor for purposes of auditing the Corporation’s annual financial statements;

(b) Conferring with the auditor to ensure that the financial affairs of the
Corporation are in order;

(c) Reviewing and determining whether to accept the audit;

(d) Assuring that any nonaudit services performed by the auditing firm
conform to standards for independence; and

(e) Approving performance of nonaudit services by the auditing firm.

The specific responsibilities of the Audit Committee may be amended or repealed
by resolution adopted by a majority of Directors then in office.

8.5 ADDITIONAL COMMITTEES. The President may create such additional
committees and appoint members thereof as may be necessary or proper to conduct the affairs
of the Corporation, provided that no such committee shall exercise the authority of the Board
of Directors.

8.6 MEETINGS AND ACTIONS OF COMMITTEES. Except as may otherwise
be provided in these Bylaws or in a resolution regarding a particular committee, meetings and
actions of committees shall be governed by, and held and taken in accordance with, the
provision of Article VII of these Bylaws regarding the time, place and notice of annual, other
regular, and special meetings, meetings by telephone, video or screen communication, waiver
of notice, quorum, adjournment, notice of adjournment, and actions without meetings, with
such changes in the context of these Bylaws as are necessary to substitute the committee and
its members for the Board of Directors and its members, except that a majority of the members
serving on a committee shall constitute a quorum for the transaction of its business. The Board
of Directors may adopt rules for the government of any committee not inconsistent with the
provisions of these Bylaws or, in the absence of such rules adopted by the Board of Directors,
the committee may adopt such rules.
ARTICLE IX
DUTIES AND LIABILITIES OF DIRECTORS

9.1 DUTIES. A Director shall perform the duties of a Director, including duties as a member of any committee of the Board of Directors upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

9.2 RELIANCE ON INFORMATION PROVIDED BY OTHERS. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more Officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants or other persons as to matters which the Director believes to be within such person’s professional expertise or competence; or

(c) A committee of the Board of Directors upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, as long as, in any such case, the Director acts in good faith, after reasonable inquiry where the need therefore is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

9.3 SELF-DEALING TRANSACTIONS PROHIBITED. No Director shall approve, and the Corporation shall not become a party to, any transaction in which one or more of the Directors has a material financial interest except as may be permitted by Section 5233 of the California Nonprofit Public Benefit Corporation Law upon compliance with the procedures set forth therein or as may otherwise be exempted therefrom. A Director who is present at a meeting of the Board of Directors, or any committee thereof, at which action prohibited hereby is taken and who abstains from voting shall be considered to have approved the action.

9.4 CORPORATE LOANS, GUARANTEES OR ADVANCES. The Board of Directors shall not approve the Corporation’s making of any loan of money or property to, or a guarantee of the obligation of, any Director or Officer unless approved by the California Attorney General; provided, however, that the Board of Directors may allow the Corporation to advance money to a Director or Officer for expenses reasonably anticipated to be incurred in the performance of the duties of such Director or Officer if such Director or Officer would be entitled to reimbursement for such expenses absent the advance.

ARTICLE X
OFFICERS

10.1 POSITIONS. The Board of Directors shall elect as Officers of the Corporation a President, a Vice President, a Treasurer, a Secretary, and the Board of Directors shall appoint and hire an Executive Director. The Board of Directors, in its discretion, also may elect or
empower the President to appoint one or more additional Vice Presidents, Assistant Secretaries, Assistant Treasurers, and such other subordinate Officers with such titles and duties as the business and affairs of the Corporation may require. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the President.

10.2 TERM. The Officers of the Corporation, except such subordinate Officers as may be elected or appointed for specified periods, shall be elected every two (2) years by the Board of Directors, and shall hold office until their successors shall be duly elected and qualified or until their removal or resignation.

10.3 REMOVAL AND RESIGNATION. Officers shall serve at the pleasure of the Board of Directors. Any Officer may be removed, either with or without cause, by a majority vote of the Directors then in office, at any annual, other regular, or special meeting of the Board of Directors, or, with respect to offices appointed by the President, by the President. An Officer may resign at any time by giving written notice to the Corporation without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

10.4 VACANCIES. 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 regular appointments to such office.

10.5 PRESIDENT. The President shall serve as Chair of the Board of Directors and shall preside at all meetings of the Board of Directors. The President shall have the authority to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. The President shall have such other powers and perform such other duties as from time to time may be prescribed by the Board of Directors or these Bylaws.

10.6 VICE PRESIDENT. In the absence or disability of the President, the Vice President or, if there is more than one Vice President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President appointed by the Board of Directors shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the President. The Vice President(s) shall have such other powers and perform such other duties as from time to time may be prescribed by the Board of Directors or these Bylaws.

10.7 SECRETARY. The Secretary shall perform the traditional duties and functions of a secretary of a Corporation. The Secretary shall be responsible for maintaining all non-financial documents and correspondence of the Corporation. The Secretary shall keep, or cause to be kept, at the principal office or such other place as the Board of Directors may order, a book of minutes of all meetings and actions of the Directors specifying the time and place of holding and whether regular or special, and, if special, how authorized, the notice given, the names of those present in person or by proxy at such meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in California, a copy of the
Articles of Incorporation and of these Bylaws, as amended to date. The Secretary shall give, or
cause to be given, notice of all meetings required by these Bylaws or by law to be given. The
Secretary shall have such other powers and perform such other duties as may be prescribed by
the Board of Directors or these Bylaws.

10.8 TREASURER. The Treasurer shall perform the traditional duties and
functions of a treasurer of a Corporation. The Treasurer shall keep and maintain, or cause to be
kept and maintained, adequate and correct accounts of the properties and business transactions
of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains
and losses. The Treasurer shall also be responsible for the corporate ledgers, financial
statements, and reports of the Corporation. The Treasurer shall have such other powers and
perform such other duties as may be prescribed by the Board of Directors, the President, or
these Bylaws. The Treasurer may delegate duties to other employees of the Corporation,
subject to approval by the President, but shall be responsible for the supervision of such
employees.

10.9 EXECUTIVE DIRECTOR. The Executive Director shall be the chief
executive officer and subject to the direction of the President and the Board of Directors shall:
(a) direct and manage the day-to-day operations of the Corporation; (b) supervise the staff and
employees of the Corporation; (c) execute contracts, agreements and other instruments
consistent with the policies and directions of the President and the Board of Directors; and (d)
have such other powers and perform such other duties as from time to time may be prescribed
by the President, the Board of Directors, or these Bylaws. The Executive Director shall also
serve as an Ex-Officio member of the Board of Directors.

10.10 COMPENSATION AND EXPENSES. The Officers of the Corporation may
receive such compensation, if any, for their services as Officers, and such reimbursement of
expenses, as the Board of Directors may determine by resolution be just and reasonable as to
the Corporation at the time that the resolution is adopted.

ARTICLE XI
INDEMNIFICATION OF DIRECTORS AND OFFICERS

11.1 GENERAL. Except as provided in Section 11.2, each Director and Officer
(elected or appointed), whether or not then in office, shall be indemnified by the Corporation
against expenses (including attorneys’ fees), judgments, fines, settlements and other amounts
actually and reasonably incurred in connection with any threatened, pending or completed
action or proceeding whether civil, criminal, administrative or investigatory, to which such
Director or Officer is, or is threatened to be made, a party by reason of the fact that such
Director or Officer is or was an agent of the Corporation; provided, however, that such
Director or Officer must have acted in good faith, in a manner such person reasonably believed
to be in the best interests of the Corporation and, in the case of a criminal proceeding, with no
reasonable cause to believe that the conduct was unlawful.

11.2 LIMITATIONS. With respect to any threatened, pending or completed action
brought to procure a judgment in favor of the Corporation (a) by or in the right of the
Corporation, (b) under Section 5233 of the California Corporations Code, or (c) by the
California Attorney General or a person granted relator status by said Attorney General for breach of duty relating to assets held in charitable trust, the Corporation shall indemnify each Director and Officer (elected or appointed), whether or not then in office, who was or is threatened to be made a party to such action by reason of the fact that such Director or Officer was or is an agent of the Corporation, against expenses (including attorneys' fees) actually and reasonably incurred by such Director or Officer in connection with the defense or settlement of such action; provided, however, that such Director or Officer must have 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 ordinarily prudent person in a like position would have used under similar circumstances. No indemnification shall be made under this Section 11.2 (a) of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; (b) 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 California Attorney General; or (c) with respect to any claim, issue or matter as to which the Director or Officer shall have been adjudged liable to the Corporation in the performance of such person's duty to the Corporation, unless the court in which such proceeding was or is pending determines upon application that such person is entitled to indemnity for expenses specified by the court in light of all the circumstances of the case.

11.3 UNSUCCESSFUL DEFENSE. In the event that a Director or Officer (elected or appointed), whether or not then in office, has not been successful on the merits in defense of any proceeding described in Sections 11.1 or 11.2 or in defense of any claim, issue or matter therein, such person shall be indemnified by the Corporation only if authorized in the specific case, upon a determination by a majority vote of Directors then in office who are not parties to such proceeding that indemnification of the Directors or Officers is proper in the circumstances because such person has met the applicable standard of conduct set forth in said Section 11.1 or 11.2.

11.4 EXPENSES. Expenses incurred by any Director or Officer (elected or appointed), whether or not then in office; in defending any proceeding may be advanced by the Corporation prior to final disposition only upon receipt of an undertaking by or on behalf of such Director or Officer to repay such amount unless it is determined ultimately that such person is entitled to be indemnified as provided in this Article XI.

11.5 INSURANCE. This corporation is required to purchase and maintain insurance on behalf of any agent of the Corporation against any liability, other than a violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law, asserted against or incurred by the agent in such capacity or arising out of the agent's status as such.

11.6 FURTHER LIMITATIONS. 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, provided that nothing contained in this Section shall limit any right to indemnification to which such trustee, investment manager or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by law.
ARTICLE XII
INVESTMENTS

The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments which a Director is or may hereafter be permitted by law to make or any similar restriction; provided, however, that the Board of Directors shall avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the Corporation's capital, and shall comply with additional standards, if any, imposed by the express term of an instrument or agreement pursuant to which the assets were contributed to the Corporation; provided, further, that no action shall be taken by or on behalf of the Corporation if such action is a prohibited transaction under Sections 4941 through 4945 of the Internal Revenue Code.

ARTICLE XIII
CONFLICTS OF INTEREST

13.1 POLICY. The Board of Directors may establish a Conflicts of Interest Policy for members of any of the following classes: Board of Directors; committee members; Officers; and/or employees. The Policy should establish procedures to be followed if a member of such class has a conflict of interest or a perceived conflict of interest.

13.2 ANNUAL STATEMENTS. If a Conflicts of Interest Policy is established for the members of the Board of Directors, committee members, Officers, and/or employees, each person who is a member of a class covered by the Conflicts of Interest Policy shall annually sign a statement which affirms such person: (a) has received a copy of the Conflicts of Interest Policy; (b) has read and understands the Policy; (c) has agreed to comply with the Policy, and (d) understands that the Corporation is a nonprofit organization and in order to maintain its tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

13.3 PERIODIC REVIEWS. Periodic reviews shall be conducted by the Board of Directors to ensure that the Corporation operates in a manner consistent with exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and does not engage in activities that could jeopardize its tax-exempt status. The Corporation may, but need not, use outside advisors in conducting its reviews. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are just and reasonable, based on competent survey information, and the results of arm’s length bargaining; and

(b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further exempt purposes, and do not result in inurement, impermissible private benefit or is an excess benefit transaction.
ARTICLE XIV
RECORDS, REPORTS AND INSPECTION RIGHTS

14.1 RECORDS. The Corporation shall keep at its principal office a copy of the Articles of Incorporation of the Corporation and of these Bylaws, as amended to date, its application for recognition of exemption with supporting documents, complete and correct books of account, and minutes of the proceedings of the Board of Directors and its committees.

14.2 ANNUAL REPORT. The Corporation shall deliver annually to each Director, not later than 120 days after the close of the Corporation’s fiscal year, a report containing in appropriate detail the following information:

(a) The assets and liabilities, including any trust funds, of the Corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

(c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year;

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year;

(e) Any information required by Section 6322 of the California Nonprofit Public Benefit Corporation Law (regarding certain transactions and indemnifications); and,

(f) The annual report shall be accompanied by a report of independent accountants or, if there is no such report, by the certificate of an authorized Officer of the Corporation that such report was prepared without audit from the Corporation’s books and records.

14.3 ANNUAL FINANCIAL STATEMENTS. In any fiscal year in which the Corporation receives or accrues Two Million Dollars ($2,000,000) or more in gross revenues, the Corporation shall prepare annual financial statements using generally accepted accounting principals. Such statements, when prepared, shall be audited by an independent certified public accountant in conformity with generally accepted auditing standards. The independent auditor shall be selected by the Board of Directors after recommendations are made to the Board of Directors by the Audit Committee pursuant to Section 8.4. The audited financial statements shall be made available for inspection by the Attorney General and the public no later than nine months after the close of the fiscal year to which the statements relate in the manner prescribed for the disclosure of IRS Form 990. Any nonaudit services provided by the auditing firm to the Corporation will be in accordance with the standards for auditor independence set forth in the Government Auditing Standards issued by the U.S. Comptroller General (the Yellow Book).

14.4 INSPECTION RIGHTS. Every Director shall have the absolute right at any reasonable time to inspect, copy and make extracts of all books, records and documents of
every kind and to inspect the physical properties of the Corporation. Such inspection may be made in person or by an agent or attorney.

ARTICLE XV
MISCELLANEOUS

15.1 FISCAL YEAR. The fiscal year of this Corporation shall end on December 31 of each year.

15.2 DEPOSITS, FUNDS AND SECURITIES. The Board of Directors shall designate the banks, trust companies or other depositories in which all funds and securities of the Corporation not otherwise employed shall be deposited from time to time.

15.3 CHECKS, DRAFTS AND ORDERS. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by resolution of the Board of Directors.

15.4 CORPORATE CONTRACTS AND INSTRUMENTS. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and this authority may be general or confined to specific instances.

15.5 CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of constructions, and definitions within the California Nonprofit Public Benefit Corporation Law shall govern the construction and interpretation of these Bylaws.

15.6 ADOPTION, AMENDMENT OR REPEAL OF BYLAWS. These Bylaws may be adopted, amended or repealed by a two-thirds majority vote of the Board of Directors then in office, or by the written assent of all Directors then in office.
CERTIFICATE OF SECRETARY

I, Corey Block, DO HEREBY CERTIFY:

1. That I am the duly elected Secretary of Urban-Adamah, a California Nonprofit Public Benefit Corporation.

2. That the foregoing Bylaws, comprising sixteen (16) pages, including this page, constitute the original Bylaws of said Corporation as duly adopted by unanimous written consent of the Board of Directors dated May 5, 2011.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 10th day of May, 2011.

Corey Block, Secretary
EXHIBIT C
December 8, 2010

To Whom it May Concern:

The mission of City Slicker Farms is to empower West Oakland community members to meet the immediate and basic need for healthy organic food for themselves and their families by creating high-yield urban farms and backyard gardens. Our programs are an immediate solution to West Oakland’s lack of real choice for fresh, affordable, healthy food. Our programs also have a long-term sustainable impact, changing underutilized urban landscapes into ones that provide healthy, affordable food and improve the environment for generations to come.

City Slicker Farms is a strong supporter of the Urban Adamah project. We hope to host several Urban Adamah interns this coming summer at our urban garden sites, and look forward to many future collaborations.

Sincerely,

[Signature]

Barbara Finnin
Executive Director
December 8, 2010

To Whom it May Concern:

Please consider this a letter of support for Urban Adamah. The Ecology Center is very excited to host one or more Urban Adamah Fellows as interns in our community agriculture and education programs and co-sponsor public programs together at the Urban Adamah farm, which is just one block from our office. The Urban Adamah project is very exciting and we eagerly look forward to working together.

Sincerely,

Amy Kiser
Program Director
Ecology Center
To Whom It May Concern:

Fresh Approach's "Cooking Matters" program empowers families with the skills, knowledge, and confidence to prepare healthy and affordable meals. With the help of volunteer culinary and nutrition experts, Cooking Matters course participants learn how to select nutritious and low-cost ingredients and prepare them in ways that provide the best nourishment possible to their families.

Fresh Approach is delighted to be partnering with Urban Adamah in its inaugural season. Fresh Approach will host two Urban Adamah fellows as chef apprentices in this summer. After a short period of training, Urban Adamah fellows will run cooking classes as part of our community outreach and education program. Their work will make a big difference in our community. We are very grateful for this partnership.

Sincerely,

Sarah Nelson
Executive Director
EXHIBIT D
GUIDELINES FOR COMPLETING THE URBAN ADAMAH APPLICATION PROCESS

Application Deadline
Applications for 2011 Fellowships are accepted on a rolling basis. They will be reviewed starting January 17, 2011 for the summer season and April 1, 2011 for the fall season.

How to Submit Your Application
We will accept applications by email only. For your application to be complete, you must also print, sign and return the Health Form, Application Certification and Community Guidelines via regular mail to our office. Two letters of reference must also be mailed hard copy to our office.

References
Please provide two references from people who have supervised you as an employee or volunteer. This can include work you have done on campus (can be from a supervisor, employer, advisor, rabbi, Hillel Director, etc.). Letters of reference from family members will not be accepted.

Interviews
The application process also includes a telephone or in-person interview with a member of the Urban Adamah staff. After we have reviewed your application, someone from our office will contact you to schedule an interview.

Application Checklist and Submission Directions

1. Submit the following by email to info@urbanadamah.org:
   a. Completed Application Form, including essay questions.
   b. Résumé formatted to 1-2 pages.

2. Submit the following by regular mail:
   a. Health Form, completed in full, signed and dated.
   b. Application Certification, signed and dated.
   c. Community Guidelines, signed and dated.
   d. Two Letters of Reference (sent directly from the reference under separate cover).

   d. An application fee by personal check of $36 made out to Urban Adamah. If accepted into the program, this fee will be deducted from your program fee.

Print the appropriate pages, make sure to sign them, and return them to:

Urban Adamah
1437 Oxford Street
Berkeley, CA 94709

If you have questions about the application, please contact us at info@urbanadamah.org.
**PART 1: PERSONAL INFORMATION**

Please answer each question in the spaces provided.

1. Your name: ____________________________________________________________

2. Which Fellowship are you applying for? Please check one.
   - [ ] Summer (June 6 – August 26, 2011)
   - [ ] Fall (September 4 – December 4, 2011)

3. Current address (until _________)
   - ____________________________
   - ____________________________
   - ____________________________
   - Home phone (___)
   - Work phone (___)
   - Mobile phone (___)
   - Email ________________________

   Parents’ Names ____________________________
   - Parents’ Address
   - Parents’ home phone (___)
   - Parents’ work phone (___)
   - Parents’ email ________________________

4. Date of birth ____________________________
   - Age you will be on May 30, 2011 ____________________________

5. Social Security number ____________________________
   - Citizenship status ____________________________

6. Do you have a spouse or life partner? [ ] Yes [ ] No
   If you do have a spouse or a partner, is he or she also applying for acceptance to Urban Adamah? [ ] Yes [ ] No

7. How would you describe your Jewish affiliation or background? *(Examples: Secular, Reform, Orthodox, Reconstructionist, Conservative, Havurah, etc.)*
   ____________________________

8. How did you hear about Urban Adamah?
   ____________________________

9. Internship interests. You will be spending 8-10 hours per week working with one of our partner organizations in the community. While we cannot guarantee any particular internship assignment, we will try to assign you to an organization that most fits your interests.

   Please rank on a scale of 1-10 your interest in the following projects/work assignments. You may repeat the same ranking more than once. For example, you can put a "2" on more than one project type. Note that administrative/office work is also likely to be a component of most internships.

   - [ ] Installing solar panels
   - [ ] Teaching nutrition to high school students
   - [ ] Working in public gardens
   - [ ] Teaching/offering support for cooking classes
   - [ ] Working in private backyard gardens
   - [ ] Working on edible landscape projects
   - [ ] Energy retrofits on private homes
   - [ ] Selling food at farmer’s markets

---

http://urbanadamah.org  
1437 Oxford Street, Berkeley, CA 94709  
510-502-3404
10. Have you ever been:

a. Convicted of any criminal offense by a civilian court or by military authorities?  □ Yes  □ No

b. Adjudicated or held responsible as a juvenile offender of any criminal offense by a civilian court or by authorities?  □ Yes  □ No

If you answered "yes" to any of the questions above, please explain:

________________________________________________________________________

________________________________________________________________________

11. Are you now:

a. Under charges for any offense or are any civil suits pending against you?  □ Yes  □ No

b. On probation or parole?  □ Yes  □ No

If you answered "yes" to any of the questions above, please explain:

________________________________________________________________________

________________________________________________________________________
Applicant’s name: ____________________________________________

PART 2  EDUCATION and TRAINING

PLEASE NOTE: No particular level of Jewish knowledge or background is required to participate in Urban Adamah. This information simply helps us gain a better sense of our applicant pool.

1. General Education (Please list high school, undergraduate, and graduate studies.)

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<tr>
<th>School</th>
<th>Location</th>
<th>Dates Attended</th>
<th>Date Graduated</th>
<th>Field(s) of Study</th>
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2. Formal Jewish Education. Please describe Jewish education you received in elementary school, secondary school, college and beyond. Educational experiences can include Hebrew school, day school, study in Israel, college classes, etc. Please specify the names and locations of the programs you have attended.

_________________________________________________________________________

_________________________________________________________________________

3. Informal Jewish Education. Please describe any informal Jewish educational activities in which you have been involved. (Examples: youth groups, camps, Israel trips, campus organizations, etc.)

_________________________________________________________________________

_________________________________________________________________________

4. Please describe any training or education you have had in fields related to the environment, agriculture or social justice.

_________________________________________________________________________

_________________________________________________________________________

5. Please list and describe any teaching experience you may have.

_________________________________________________________________________

_________________________________________________________________________

6. Please list any training and experience you may have in conflict resolution or intentional communal living.

_________________________________________________________________________

_________________________________________________________________________
PART 3  SELF-REFERENCE

A. In a separate Word document, please provide brief answers (3 to 6 sentences) to the following questions. Make sure that your name appears on the upper right hand corner of each page and that you reprint the questions below before your answers.

1. Describe an experience you have had of group living (outside your family). (A) What was difficult about it? (B) What did you enjoy? (C) What insights about yourself did you gain? (D) What is, in detail, your vision for communal living?

2. What are your strengths? What brings them out?

3. What makes you angry or frustrated? How do you respond to situations of conflict?

4. In what contexts do you feel comfortable sharing deeply personal feelings? In what situations do you not feel comfortable sharing about yourself?

5. Urban Adamah welcomes participants from across the spectrum of belief and Jewish observance, yet at the same time it is an explicitly Jewish program. Would you feel comfortable participating in communal observances of morning prayers, Shabbat and Jewish holidays?

6. Urban Adamah is committed to honoring the diversity of the Jewish community and we hope to recruit people from a wide variety of backgrounds to participate in the program. How do you feel about living with people who are more, or less, religiously observant than you? How do you feel about living with people of different lifestyles, for instance those who are gay/lesbian/bisexual/straight?

7. Urban Adamah requires many hours of intense physical activity. When your back is sore and your hands have blisters on them, how will you persist?

8. Urban Adamah requires considerable psychological/emotional energy: community building, prayer, leadership training, work, etc. How do you cope when you feel burnt-out, stressed, lonely or sad?

9. List any talents, hobbies, skills or special interests you would like us to know about or that you would like to teach others.

10. What else would you like us to know about you as a potential Urban Adamah fellow?

B. Please type a brief essay in a separate Word document (no more than two pages) describing why you want to participate in Urban Adamah and what you hope to gain from the Fellowship. Please include some discussion of your personal Jewish journey and your interest and involvement in environmental and social justice work.
PART 4 | HEALTH FORM

Please print, sign and mail this page to:

Urban Adamah
1437 Oxford Street
Berkeley, CA 94709

This form must be completed in full. It will be reviewed by Urban Adamah staff but otherwise will be kept confidential. It is extremely important that you inform us fully and accurately about medical issues that might be significant during your time at Urban Adamah. Please answer the questions below with the safety of yourself and others in mind. Attach a separate sheet if you need more space.

1. Do you have any physical or mental impairments that will require adaptations for housing, transportation, traveling, communications or other aspects of Urban Adamah? If yes, please explain.

2. Do you have any physical or mental impairments that might affect your ability to function on the farm or in your internship with your host organization?

3. Briefly describe any psychotherapy or counseling you have received and its effect on your life now. We believe that seeking therapeutic help is positive, and this information will help us understand how you have dealt with significant issues and events in your life.

4. Because of the nature of living in community, applicants in recovery from drug and alcohol abuse are requested to have a minimum of two years of sobriety before applying to Urban Adamah. Please state below whether you have had a history of alcohol or drug abuse and whether you are currently in recovery. Please state how long you have been sober.

5. Are you currently taking any medication? If yes, what?

6. Please list any significant past illnesses, medical or mental health problems:

7. Please list any allergies or dietary restrictions:

8. Do you smoke? ☐ Yes ☐ No

Your Signature ___________________________ Date ________________

http://urbanadamah.org 1437 Oxford Street, Berkeley, CA 94709 510-502-3404
PART 5  APPLICATION CERTIFICATION

Please print, sign and mail this page to:

Urban Adamah
1437 Oxford Street
Berkeley, CA 94709

I certify that all of the statements made in this application are true, correct and complete to the best of my knowledge, and are made in good faith. I understand that misinformation or omission of information could result in disqualification and/or termination as an Urban Adamah fellow.

Your Signature ______________________ Date __________

http://urbanadamah.org  1437 Oxford Street, Berkeley, CA 94709  510-592-3404
The Urban Adamah Fellowship is a structured, intensive program. We are providing you with the following details so that you fully understand the nature of the Fellowship and can make an informed decision about applying to Adamah.

How We Spend Our Days

- **Avodat Lev** (6 hours per week). Avodat Lev brings us together for meditation, movement, chanting and creative sharing each morning at 7:00 am. Meditation is guided and structured, but is mostly silent. Our chanting consists of short phrases from Shacharit (the traditional morning liturgy). Creative sharing time is often led by different members of the community. This process opens our hearts to ourselves, each other, our community and the world.

- **Avodat Sadeh** (15-22 hours per week). Avodat Sadeh is work on the Urban Adamah Farm. Farm work includes learning about all aspects of urban agriculture including crop selection, farm design, pest management, planting, harvesting, animal husbandry (chickens and bees), pricing and selling. You will also learn how to make value-added farm products via sustainable methods such as canning, pickling and fermentation. You will also visit other farms—both urban and rural—as part of your agricultural training.

- **Avodat Kehilah**. Avodat Kehilah includes time spent with one of our partner organizations as part of your internship (8-10 hours per week) as well as time teaching on the Urban Adamah Farm (2-4 hours per week) to community groups.

- **Limmud** (6-7 hours per week). This is structured learning time. Classes are taught by Adamah faculty or guest lecturers and take place indoors or on the farm. The content spans a wide range of Jewish and environmental topics. See website for details.

Schedule and Time Off
Urban Adamah is a very intense program. Hours are long and fellows are expected to be at all activities unless there is a health issue that prevents attendance. The weekly program ends around 4:00 pm on Friday and starts again at 1:00 pm on Sunday. During the week, Avodat Lev begins each morning at 7:00 am. Evening programs are scheduled until 9:00 pm three weeknights per week. On the other two nights, you may enjoy free time, unless you are scheduled to prepare dinner. If you need to take additional time off during the season, you must discuss it with Adam Berman, Executive Director, before the Fellowship begins. Once the season starts we expect you to be present for the full extent of the program, unless you have to leave for a family emergency.

Leadership Training
Urban Adamah is a leadership-training program. As part of the leadership curriculum (2-3 hours per week), fellows are guided through structured learning sessions that teach a variety of leadership skills including active listening, presence, conflict resolution, negotiation, meeting facilitation, coaching, group processing, public speaking, non-violent communication and more. Many of these sessions require fellows to openly share their feelings and experiences with the group. These activities are an essential component of the Urban Adamah Fellowship.

Community Living
To live and grow together as a community, we ask you commit to creating a safe and inclusive community built on mutual trust, open communication and the ability to seek help from fellows or faculty when needed. If there’s a conflict between two or more fellows, or between fellows and a faculty member, that cannot be resolved directly, members of the faculty will mediate between the parties in the conflict.

Food
Fellows have a monthly food budget sufficient to purchase mostly organic, unprocessed and local foodstuffs for the Urban Adamah house. Food purchasing, cooking and kitchen organization is done during fellows’ time-off from structured program activities. Food responsibilities, as well as all household duties, are shared among fellows.
Changes to the Program
The activities in which we engage at Urban Adamah are chosen based on their ability to meet the environmental, spiritual, leadership and community goals of the program. If fellows come to consensus and present suggested additions or changes to the program, the faculty will do their best to accommodate those changes within the bounds of the goals and resources of the program.

Termination from the Program
If, after starting the season, you choose not to fully participate in Urban Adamah for any reason—barring unforeseen circumstances such as a death in the immediate family or serious illness—Urban Adamah reserves the right to require you to leave the program. Urban Adamah also reserves the right to require you to leave the program if we consider you to represent a threat to the well-being of the community, a danger to self or others, or other factors within the scope of reason.

By signing below, you acknowledge your understanding of what is required to participate in the Urban Adamah Fellowship and your intent to comply with the community guidelines outlined here.

_________________________________________  ______________
Your Signature                        Date
PART 7  FINANCIAL AID

Limited financial aid is available for those in need. Please only request financial aid if the $1,200 program fee would present a significant financial hardship to you or your family (if you have family support). Applicants are encouraged to seek financial assistance from family members and their local Jewish communities.

1. Does your participation in Urban Adamah depend on your receiving financial aid? 

2. How much aid are you requesting? 

Please explain in 5-7 sentences the circumstances which lead you to request financial aid.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
PART 8 LETTERS OF REFERENCE (1)

Applicant: Please provide this page to your reference to complete and mail back directly to Urban Adamah at the address below.

Applicant’s name: ___________________________ Date: __________________

Dear personal reference for Urban Adamah applicant:

The individual named above has applied to participate in Urban Adamah: The Jewish Sustainability Corps. Urban Adamah is a three-month residential program that integrates organic farming, Jewish learning, social justice work and leadership training.

Urban Adamah is an intense experience. Participants live together in a communal household, spend long days working outdoors and follow a fairly rigorous schedule of service and learning.

It is important that you try to describe the applicant as concretely and objectively as possible. Information will not be shared with the applicant. No applicant will be judged solely on the basis of a single evaluation. Thank you in advance for your time and care.

______________________________
Your name

______________________________
Title

______________________________
Address

______________________________
City

______________________________
State

______________________________
Zip code

______________________________
Phone number

______________________________
Email

WHERE TO RETURN FORM

PLEASE NOTE: Urban Adamah applications will not be reviewed until they are complete. To expedite application processing, please mail your Letter of Reference, with the applicant’s name at the bottom-left corner of the envelope, as soon as possible to:

Urban Adamah
1437 Oxford Street
Berkeley, CA 94709
2011 Fellowship Application Form

Letter of Reference

Applicant's name: ________________________________

Date: ________________________________

Please answer the questions below, using a separate sheet of paper if necessary.

In what capacity and for how long have you known the applicant?

How well do you feel the applicant adapts to challenging environments and relationships? Please give concrete examples.

Please include any other information about the applicant that seems relevant.

Please rate the applicant with respect to the following traits:

- Intellect: □ Exceptional □ Very good □ Good □ Fair
- Maturity: □ Exceptional □ Very good □ Good □ Fair
- Flexibility: □ Exceptional □ Very good □ Good □ Fair
- Dependability: □ Exceptional □ Very good □ Good □ Fair
- Attitude: □ Exceptional □ Very good □ Good □ Fair
- Interpersonal skills: □ Exceptional □ Very good □ Good □ Fair
- Physical health: □ Exceptional □ Very good □ Good □ Fair

Overall Recommendation
□ Highly recommend □ Recommend □ Recommend with reservations □ Do not recommend
PART 8  LETTERS OF REFERENCE (2)

Applicant: Please provide this page to your reference to complete and mail back directly to Urban Adamah at the address below.

Applicant's name: ___________________________________________ Date: __________________

Dear personal reference for Urban Adamah applicant:

The individual named above has applied to participate in Urban Adamah: The Jewish Sustainability Corps. Urban Adamah is a three-month residential program that integrates organic farming, Jewish learning, social justice work and leadership training.

Urban Adamah is an intense experience. Participants live together in a communal household, spend long days working outdoors and follow a fairly rigorous schedule of service and learning.

It is important that you try to describe the applicant as concretely and objectively as possible. Information will not be shared with the applicant. No applicant will be judged solely on the basis of a single evaluation. Thank you in advance for your time and care.

Your name __________________________________ Title _______________________

Address _____________________________________________________________

City __________________ State __________ Zip code ________________

Phone number __________________ Email ____________________________

WHERE TO RETURN FORM

PLEASE NOTE: Urban Adamah applications will not be reviewed until they are complete. To expedite application processing, please mail your Letter of Reference, with the applicant’s name at the bottom-left corner of the envelope, as soon as possible to:

Urban Adamah
1437 Oxford Street
Berkeley, CA 94709
2011 Fellowship Application Form

Letter of Reference

Applicant's name: ___________________________________________________________

Date: ___________________________________________________________________

Please answer the questions below, using a separate sheet of paper if necessary.

In what capacity and for how long have you known the applicant?

How well do you feel the applicant adapts to challenging environments and relationships? *Please give concrete examples.*

Please include any other information about the applicant that seems relevant.

Please rate the applicant with respect to the following traits:

- **Intellect**
  - Exceptional
  - Very good
  - Good
  - Fair

- **Maturity**
  - Exceptional
  - Very good
  - Good
  - Fair

- **Flexibility**
  - Exceptional
  - Very good
  - Good
  - Fair

- **Dependability**
  - Exceptional
  - Very good
  - Good
  - Fair

- **Attitude**
  - Exceptional
  - Very good
  - Good
  - Fair

- **Inter-personal skills**
  - Exceptional
  - Very good
  - Good
  - Fair

- **Physical health**
  - Exceptional
  - Very good
  - Good
  - Fair

**Overall Recommendation**

- Highly recommend
- Recommend
- Recommend with reservations
- Do not recommend

http://urbanadamah.org

1437 Oxford Street, Berkeley, CA 94709

510-502-3404
EXHIBIT E
FISCAL SPONSORSHIP AGREEMENT

This Agreement (the "Agreement") is made as of this 1 day of February, 2011 (the "Effective Date") by and between Hazon, Inc., a New York not-for-profit corporation ("Sponsor"), and Urban Adamah, a California nonprofit corporation ("Urban Adamah").

WHEREAS, Sponsor is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, Urban Adamah intends to seek exemption from federal income tax under section 501(c)(3) of the Code and requires fiscal sponsorship from another organization for the period until such exemption is granted by the Internal Revenue Service (the "Interim Period");

WHEREAS, Urban Adamah has proposed a project to offer educational fellowships to Jewish young adults who will participate in operating an organic farm in Berkeley, California, which will provide fresh produce to surrounding low-income communities and serve as an education center for the greater Bay Area Jewish and non-Jewish communities (the "Project"), as more fully described in Attachment A to this Agreement;

WHEREAS, Sponsor's Board of Directors has reviewed Urban Adamah's proposal for the Project and has determined that support of the Project during the Interim Period will further the tax-exempt purposes of Sponsor; and

WHEREAS, Urban Adamah desires and Sponsor agrees that Sponsor will act as fiscal sponsor for the purpose of receiving donations of cash and other property earmarked for support of the Project, and that Urban Adamah will manage the Project under the sponsorship of Sponsor (the "Sponsorship"), subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Solicitation of Funds. Urban Adamah shall solicit gifts, contributions, and grants for the Project, and shall notify all donors that such gifts, contributions, and grants shall be made to Sponsor and earmarked for the Project or, if the Project does not proceed for any reason, to generally support Sponsor's tax-exempt purposes. Any written contracts, pledges, or agreements with donors to the Project during the Interim Period shall be executed by and between Sponsor and such donor. Urban Adamah's choice of funding sources to be approached during the Interim Period, and the text of Urban Adamah's fundraising materials, are subject to Sponsor's prior approval. In addition to the Administrative Fee described in Paragraph 9, Urban Adamah will bear the cost of any reports or other compliance measures required by such funding sources, as well as any other costs associated with the Project or the Sponsorship. The parties agree that all money, and the fair market value of all property, received by Sponsor for the Project shall be reported as the income of Sponsor, for both tax purposes and for purposes of Sponsor's financial statements. It is the intent of the parties that this Agreement be interpreted to provide Sponsor with variance powers necessary to enable Sponsor to treat the Dedicated Funds (as hereinafter defined) as Sponsor's own assets while this Agreement is in effect, such Dedicated Funds to be
received by Sponsor as a donee and not as an agent, trustee, or intermediary for Urban Adamah in accordance with Statement No. 136 issued by the Financial Accounting Standards Board.

2. **Maintenance of Funds: Pre-Approved Grant.** Sponsor shall deposit all gifts, contributions, and other revenue received by Sponsor and identified as being dedicated to the Project into a bank account maintained by Sponsor solely for the Project (the "Account"), and shall identify each such deposit, less the Fees described in Paragraph 9, as earmarked for the Project (the "Dedicated Funds"). On the 25th day of each month, Sponsor shall grant to Urban Adamah all Dedicated Funds maintained in the Account, unless some smaller grant is requested by Urban Adamah in writing (each a "Preapproved Grant"). Distribution of each such Preapproved Grant shall be contingent upon, and shall be delayed pending, Sponsor's receipt of any reports then due under Paragraph 11 of this Agreement.

3. **Use of Dedicated Funds: Performance of Charitable Purposes.** Urban Adamah shall use the Dedicated Funds solely for the Project, and Urban Adamah shall repay to Sponsor any portion of a Preapproved Grant which is not used for the Project. Urban Adamah shall devote all Dedicated Funds received by Urban Adamah to fulfilling the tax-exempt purposes of Sponsor. Any changes in the purposes for which Dedicated Funds are spent must be approved in writing by Sponsor prior to such expenditures. Sponsor retains the right, if Urban Adamah materially breaches this Agreement, to withhold, withdraw, or demand immediate return of prior Preapproved Grants, and to spend such Dedicated Funds so as to accomplish the purposes of the Project as nearly as possible within Sponsor's sole judgment or, if this is not possible, to spend such Dedicated Funds generally to support the tax-exempt purposes of Sponsor. Consistent with Statement No. 136 issued by the Financial Accounting Standards Board, Sponsor retains the unilateral power, without approval from any funding source, from Urban Adamah, or from any other interested party, to redirect use of Dedicated Funds away from Urban Adamah to another beneficiary capable of fulfilling the purpose of the Project. Urban Adamah shall not use or earmark any portion of the Dedicated Funds to attempt to influence legislation within the meaning of section 501(c)(3) of the Code and shall not make any oral or written agreement to that effect. Urban Adamah shall not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, induce or encourage violations of law or public policy, cause any private inurement or improper private benefit to occur, or take any other action inconsistent with section 501(c)(3) of the Code.

4. **Urban Adamah Donors.** During the Interim Period, Sponsor shall not solicit funds on its own behalf from Urban Adamah Donors (as defined below) without prior approval from Urban Adamah, which approval shall not be unreasonably withheld. After the earlier of the expiration of the Interim Period or the termination of this Agreement for any reason, Sponsor shall be free to solicit contributions from Urban Adamah Donors, provided that such solicitations shall, for a period of one (1) year after such expiration or termination, reasonably distinguish Sponsor's activities from those of Urban Adamah, so long as Urban Adamah continues to substantially perform the Project. For purposes of this Agreement, "Urban Adamah Donors" means entities and individuals from whom Hazon has not solicited or received donations prior to the Effective Date, and who contribute Designated Funds on or after the Effective Date.

5. **Responsibilities.** Sponsor shall not be responsible for the community programs, public information work, fundraising events, accounts payable and receivable, negotiation of
leases and contracts, insurance, day-to-day disbursement of Project funds, or other matters related to activities conducted by Urban Adamah. No individual working on the Project shall be an employee of or independent contractor for Sponsor. Urban Adamah shall assume full and complete responsibility for all liabilities to third parties incurred in connection with the Project including but not limited to any and all claims whether asserted or unasserted while this Agreement is in effect.

6. Relationship of Parties. The relationship between Sponsor and Urban Adamah is that of independent contractors. This Agreement shall not be deemed to create any relationship of employment, agency, partnership or joint venture between the parties hereto, and neither party shall make any such representation. Except as otherwise provided in this Agreement, neither party shall have the right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of the other or to bind the other in any manner, except with the prior written consent of the other.

7. Property Interests. Any tangible or intangible property (including but not limited to trademarks, copyrights, and other intellectual property) obtained or created by Urban Adamah as part of the Project shall remain the property of Urban Adamah. Urban Adamah represents and warrants to Sponsor that any tangible or written material in the Project is original and does not violate or infringe upon the rights of others, including intellectual property rights. Sponsor shall receive credit from Urban Adamah for its role in supporting the Project, as mutually agreed between the parties, and all written materials of Urban Adamah shall state “Hazon is the fiscal sponsor of Urban Adamah.” Urban Adamah may display Sponsor’s logo alongside any such acknowledgements, subject to Paragraph 8 of this Agreement, provided that Sponsor may in its discretion prohibit Urban Adamah from using its Marks (as defined below) at any time. Sponsor may in its discretion acknowledge and factually describe its relationship with Urban Adamah in connection with this Agreement at any time, including after termination or expiration of this Agreement, and may display Urban Adamah’s Marks on its web site and other promotional materials in connection with such factual descriptions.

8. Marks. Each of Sponsor and Urban Adamah hereby grants to the other a non-exclusive, nontransferable, revocable license to use such party’s name and logo (collectively, the “Marks”) for the purposes described in this Agreement. Except as expressly granted herein, all right, title and interest in and to the Marks shall at all times remain with the owner of such Marks. Neither party shall take any action that is inconsistent with the other party’s ownership of its Marks or that would impair its rights in its Marks, and all goodwill and benefits accruing from use of the Marks shall inure to the benefit of the owner of such Marks.


(a) Administrative Fee. During the Interim Period, Urban Adamah shall pay Sponsor a fee equal to 2% of monthly gross revenue per month, to pay for its administrative costs and services (the “Administrative Fee”); provided, however, that such Administrative Fee shall not be assessed on Dedicated Funds until at least $100,000 has been deposited into the Account (the “Funding Threshold”). After the Funding Threshold has been reached, Sponsor shall automatically deduct the Administrative Fee from all amounts received by Sponsor and dedicated for the Project immediately upon receipt thereof or at the end of every month. Any
interest earned on the Dedicated Funds shall be retained by Sponsor. For avoidance of doubt, the first $100,000 received by Hazon and dedicated for the Project shall not be subject to any Administrative Fee, even after achievement of the Funding Threshold.

(b) Third Party Fees. To the extent that third parties charge Sponsor any fees associated with its administration of the Account or the Dedicated Funds (e.g., credit card fees), such third party fees shall be paid out of the Account and shall not be Dedicated Funds for purposes of this Agreement. Such third party fees and the Administrative Fee shall hereinafter together be referred to as the “Fees.”

10. Confidential Information. In the event that Sponsor discloses confidential or proprietary information to Urban Adamah, orally or in writing, including information disclosed prior to the date hereof, with respect to Sponsor’s business, finances, operations and proprietary technologies (“Confidential Information”), Urban Adamah agrees to hold such Confidential Information in strict confidence, to use it only for the purposes contemplated under this Agreement, not to disclose such Confidential Information to any third party, except as provided herein, and to use its best efforts to protect such Confidential Information. Urban Adamah may disclose the Confidential Information to its respective employees, accountants, financial advisors, outside counsel and other representatives who have a bona fide need to know such Confidential Information (collectively, “Representatives”), provided that Urban Adamah shall be responsible for any unauthorized disclosure by such Representatives. Upon the request of Sponsor, Urban Adamah shall destroy or return to Sponsor, within ten (10) days, all Confidential Information and all copies thereof if in written or other tangible form. Urban Adamah recognizes and agrees that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement.

11. Reporting.

(a) Sponsor Monthly Reports. For as long as Sponsor is acting as the fiscal sponsor for the Project, Sponsor shall submit a report to Urban Adamah within 30 days of the end of each month, which report shall render an accounting to Urban Adamah of all Account activity during such month.

(b) Urban Adamah Monthly Reports. For as long as Sponsor is acting as the fiscal sponsor for the Project, Urban Adamah shall submit a report to Sponsor within 15 days of the end of each month, in a form reasonably acceptable to Sponsor, which report shall render an accounting of Urban Adamah’s use of all Dedicated Funds during such month, and which shall provide sufficient information to reasonably account for all Dedicated Funds disbursed by Sponsor as Preapproved Grants to Urban Adamah regardless of the dates of such disbursements. Each such monthly report shall also report on reporting on (i) Urban Adamah’s compliance with the terms of this Agreement, (ii) any change in Urban Adamah’s legal or tax status, and (iii) any change in Urban Adamah’s executive staff or key staff responsible for the Project.

(c) Urban Adamah Annual Report. Within 60 days of the end of each fiscal year of Urban Adamah during which Sponsor is the fiscal sponsor of Urban Adamah for any
portion of such fiscal year, Urban Adamah shall submit an annual report to Sponsor containing the information described in Paragraph 11(b) with respect to the entire fiscal year.

12. **Indemnification.** Urban Adamah hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Sponsor, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees), directly, indirectly, wholly or partially arising from or in connection with any act or omission of Urban Adamah, its members, employees, agents, or independent contractors, in applying for or accepting Dedicated Funds from any donor or from Sponsor, in expending or applying the funds furnished pursuant to this Agreement or in carrying out the Project to be funded or financed by the Dedicated Funds, including with respect to intellectual property rights, except to the extent that such claims, liabilities, losses and expenses arise from or in connection with any grossly negligent, reckless or unlawful act or omission of Sponsor, its officers, directors, trustees, employees or agents.

13. **Insurance.** Urban Adamah shall maintain, at its sole cost and expense, such forms of insurance as may reasonably be requested by Sponsor in connection with the Project. All insurance policies must be issued by insurance companies of recognized responsibility, reasonably acceptable to Sponsor and authorized to do business in the State of California. Sponsor shall be named as additional insured on a primary basis under commercial general liability and automobile liability insurance policies. Urban Adamah shall provide evidence of such insurance reasonably satisfactory to Sponsor upon request. Urban Adamah shall give Sponsor written notice within 15 days of any material change, cancellation or non-renewal of any policy. Urban Adamah shall require any vendors or contractors ("Third Parties") engaged in connection with the Project to carry comparable insurance policies to those required of Urban Adamah, naming Sponsor as an additional insured on a primary basis, and to indemnify and hold harmless Sponsor from any liabilities or expenses arising in connection with such Third Party's activities.

14. **Termination.** Either party may terminate this Agreement (a) for any reason upon 30 days’ written notice to the other party or (b) for a material breach of this Agreement upon five days’ written notice to the other party. Within 30 days after any such termination, Sponsor shall render an accounting to Urban Adamah of the Dedicated Funds remaining in the Account and shall disburse the remaining Dedicated Funds in accordance with Paragraph 15. If Sponsor receives any donations for the Project after the date of termination of this Agreement, Sponsor shall retain such donations (less the Fees) in the Account and shall dispose of such Dedicated Funds in accordance with Paragraph 15. The rights and obligations of either party which, by their nature extend beyond the expiration or termination of this Agreement, or which are necessary for the enforcement of the rights of the parties, shall survive termination or expiration of this Agreement, including, without limitation, Paragraphs 1, 5, 7, 10, 12, 13, 14, 15 and 16.

15. **Disposition of Funds Upon Termination.** Upon termination of this Agreement, Sponsor shall maintain all Dedicated Funds in the Account (whether received before or after such termination) for a period of 120 days from the date of termination, subject to the following provisions:
(a) If, within such 120 day period following the date of termination, Urban Adamah obtains its own federal tax exempt status under section 501(c)(3) of the Code, then Sponsor shall transfer all Dedicated Funds in the Account to Urban Adamah’s own bank accounts, less any Fees owed, subject to approval by Sponsor’s Board of Directors.

(b) If, within such 120 day period following the date of termination, Urban Adamah locates a different entity exempt from federal income tax under section 501(c)(3) of the Code willing to act as the fiscal sponsor for the Project (the “Alternate Sponsor”), then Urban Adamah shall, within the 120 day period, provide written notice to Sponsor of the identity of the Alternate Sponsor and evidence of the tax-exempt status of the Alternate Sponsor. If Sponsor is satisfied, in its sole discretion, that the Alternate Sponsor is an entity exempt from federal income tax under section 501(c)(3) of the Code, Sponsor shall transfer the Dedicated Funds, less any Fees owed, to the Alternate Sponsor within ten days of receipt of such notice and written evidence from Urban Adamah subject to the approval of any third parties that may be required.

(c) If, within such 120 day period following the date of termination, Urban Adamah cannot locate an Alternate Sponsor acceptable to Sponsor, then Sponsor may dispose of the Dedicated Funds in any manner consistent with applicable tax and state laws.

16. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of law.

17. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if delivered by hand or by express overnight courier service, or mailed by certified or registered mail, return receipt requested, or sent by facsimile, transmission confirmed, addressed as follows:

If to Sponsor:

Hazon, Inc.
125 Maiden Lane, Suite 8B
New York, NY 10038
Attn: Executive Director

with a copy to:

Sharon C. Lincoln, Esq.
Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210
Facsimile: (617) 832-7000

If to Urban Adamah:

Adam Berman
1437 Oxford St.
Berkeley, CA 94709
18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

19. **Headings.** The headings of the Paragraphs contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

20. **Modification.** No amendment or waiver of any provision of this Agreement shall be effective unless made pursuant to a written agreement executed and delivered by the duly authorized representatives of the parties hereto.

21. **Benefit of Agreement; Assignability.** This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns and shall inure to the benefit of and be enforceable by Sponsor’s officers, directors, trustees, employees and agents. Except as set forth herein, neither this Agreement nor any right or obligation hereunder may be assigned by either party without the prior written consent of the other.

22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

**SIGNATURE PAGE TO FOLLOW**
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

HAZON, INC.

By: [Signature]
Name: Cheryl Cook
Title: Chief Operating Officer

URBAN ADAMAH

By: [Signature]
Name: Adam Berna
Title: Executive Director
ATTACHMENT A

Project Description

The Program
Urban Adamah aims to build a socially just and environmentally sustainable world through Jewish service-learning programs that integrate hands-on urban agriculture, direct social action and progressive Jewish living and learning.
Our main program is a three-month intensive leadership-training residency for Jewish young adults (fellows). As part of their training, fellows will operate an organic farm in Berkeley, California, which will provide fresh produce to surrounding low-income communities and serve as an education center for the greater Bay Area Jewish and non-Jewish communities. Fellows will also intern with local, community-based social justice organizations that address the issues of poverty, food security and environmental stewardship.

Twelve Urban Adamah fellows will be selected to participate in the pilot three-month program starting June 2011. Successive programs will take place each fall, spring and summer. The Urban Adamah program is highly replicable. Pending success in Berkeley, we anticipate establishing Urban Adamah sites in other cities over the coming years.

The Impact
Urban Adamah will make a difference in at least three realms: (1) Growing Jewish Leadership – The program will provide fellows with the tools to become part of the next generation of Jewish leadership. Fellows will apply the gifts of the program—a love of Judaism, a commitment to tikkun olam, a deep connection to environmental stewardship and a broad set of teaching, leadership and community-building skills—to their future lives and communities; (2) Building Bay Area Jewish Community - For community members and students who visit the farm, Urban Adamah will be a playful, embodied, earth-connected Jewish learning experience, that will invite them to more fully integrate Jewish and environmental values into their modern lives. (3) Pursuing Social Justice – Through fellows’ volunteer labor, Urban Adamah will significantly enhance the ability of local community based environmental justice organizations to make a difference in the lives of thousands.

The Opportunity
Urban Adamah is a response to three trends: The first is growing desire of Jewish young people to connect to Jewish community in non-institutional settings and in ways that speak to their individual values and passions. The second is the rise in environmental consciousnesses generally, and in food production in particular. Americans are increasingly concerned about how their food is produced and its impact on human beings and the natural environment. The third is the growing food crisis in our country. Obesity is at record levels, especially among the urban poor. Access to fresh produce and health education in many of these communities is severely limited. Urban Adamah is a powerful response to each of these trends.

Track Record of Success
Urban Adamah builds on the success of the Adamah Fellowship established by Adam Berman in 2003 at the Isabella Freedman Jewish Retreat Center in Connecticut. Today, Adamah alumni are serving in significant leadership positions in Jewish communities throughout the country and in Israel. As Executive Director of Urban Adamah, Adam Berman brings more than twenty years of developing dynamic Jewish educational programs at the nexus of Jewish tradition and environmental stewardship.
EXHIBIT F
CONFLICT OF INTEREST POLICY

OF

URBAN ADAMAH

A California Nonprofit Public Benefit Corporation

Article I

Purpose

The purpose of the Conflict of Interest Policy (the “Policy”) is to protect the interest of Urban Adamah (the “Corporation”) when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director of the Corporation or might result in a possible excess benefit transaction. This Policy is intended to supplement but not replace any applicable state and Federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II

Definitions

1. Interested Person

Any Director, Officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

a. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,

b. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person
who has a financial interest may have a conflict of interest only if the Board of Directors or, the appropriate committee, decides that a conflict of interest exists.

Article III
Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board of Directors or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

a. An interested person may make a presentation at the Board of Directors or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The chairperson of the Board of Directors or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Board of Directors or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board of Directors or committee shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Corporation’s best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as the whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

a. If the Board of Directors or committee has reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, it
shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member’s response and after making further investigation as warranted by the circumstances, the Board of Directors or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV
Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board’s or committee’s decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V
Compensation

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member’s compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member’s compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI
Annual Statements

Each Director, Officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
a. Has received a copy of the Policy;

b. Has read and understands the Policy;

c. Has agreed to comply with the Policy; and,

d. Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII
Periodic Reviews

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm’s length bargaining.

b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of Directors of its responsibility for ensuring periodic reviews are conducted.
Support Schedule for Organizations Described in IRC Section 170(b)(1)(A)(iv)

Part II of Schedule A Form 990

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>9/1/10-12/31/10</th>
<th>1/1/2011-12/31/2011</th>
<th>1/1/2012-12/31/2012</th>
<th>Total</th>
</tr>
</thead>
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<tr>
<td><strong>Section A.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Gifts, grants, and contributions received</td>
<td>$117,240</td>
<td>$253,000</td>
<td>$391,000</td>
<td>$761,240</td>
</tr>
<tr>
<td>4. Total</td>
<td>$117,240</td>
<td>$253,000</td>
<td>$391,000</td>
<td>$761,240</td>
</tr>
<tr>
<td>5. The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)</td>
<td>$57,419</td>
<td>$0</td>
<td>$0</td>
<td>$57,419</td>
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<tr>
<td>6. Public Support</td>
<td>$59,821</td>
<td>$253,000</td>
<td>$391,000</td>
<td>$703,821</td>
</tr>
<tr>
<td><strong>Section B.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Amounts from line 4</td>
<td>$117,240</td>
<td>$253,000</td>
<td>$391,000</td>
<td>$761,240</td>
</tr>
<tr>
<td>8. Gross Income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>11. Total Support</td>
<td>$117,240</td>
<td>$253,000</td>
<td>$391,000</td>
<td>$761,240</td>
</tr>
<tr>
<td>14. Public Support Percentage</td>
<td>51%</td>
<td>100%</td>
<td>100%</td>
<td>92%</td>
</tr>
<tr>
<td><strong>Total Support</strong></td>
<td>$117,240</td>
<td>$253,000</td>
<td>$391,000</td>
<td>$761,240</td>
</tr>
</tbody>
</table>