

**Adoption of Amended and Restated Bylaws of  
THE MONDAY CLUB CONSERVANCY  
a California Nonprofit Public Benefit Corporation**

The undersigned, being all of the directors of The Monday Club Conservancy, a California nonprofit public benefit corporation (the "Corporation"), adopt the following resolutions on behalf of the Corporation by written consent under Corporations Code section 5211(b):

**WHEREAS**, it is deemed to be in the best interest of the Corporation that the amended and restated bylaws attached to these resolutions (the "Restated Bylaws") be adopted as the bylaws of the Corporation; and

**WHEREAS**, under Article 11 of the Corporation's current bylaws, unanimous approval of the board of directors is required to restate the bylaws in full.

**IT IS RESOLVED THAT** the Restated Bylaws attached to these resolutions are adopted as the Corporation's bylaws; and

**IT IS FURTHER RESOLVED THAT** the Corporate Secretary of the Corporation is authorized and directed to execute a certificate of the adoption of the Restated Bylaws, to insert the Restated Bylaws as so certified in the minute book of the Corporation, and to see that a copy of the Restated Bylaws, similarly certified, is kept at the principal office of the Corporation.

**WHEREAS**, the bylaws of the Corporation provide that the authorized number of directors of the Corporation shall be no less than eight and no more than 10; and

**WHEREAS**, under Section 2.2.1 of the Corporation's Restated Bylaws, the precise number of directors shall be set within this limit by the board of directors.

**IT IS RESOLVED THAT** the authorized number of directors of the Corporation shall be ten.

Date: \_\_\_\_\_

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**Amended and Restated Bylaws of  
The Monday Club Conservancy**

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***Amended and Restated Bylaws of  
THE MONDAY CLUB CONSERVANCY  
a California Nonprofit Public Benefit Corporation***

***ARTICLE 1 – NAME AND PURPOSE***

***1.1. NAME AND PURPOSE***

- 1.1.1. The name and purpose of The Monday Club Conservancy (the “Corporation”) are as set forth in the Corporation’s Articles of Incorporation. The Corporation’s name and purpose may be amended only by an amendment to the Articles of Incorporation as set forth in Section 9.4.
- 1.1.2. The Corporation may only engage in activity that is in furtherance of its purpose as set forth in its Articles of Incorporation.

***ARTICLE 2 – DIRECTORS, ELECTION AND REMOVAL***

***2.1 POWERS***

The Corporation shall have a Board of Directors (referred to in these bylaws as the “Board”). 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, acting as a body. The Board may delegate the management of the activities of the Corporation to any person or persons, management company, or committee however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

***2.2 NUMBER***

- 2.2.1 The Board shall have not less than eight nor more than 10 directors. The precise number of directors shall be set within these limits by the Board. Such number shall be referred to herein as the “authorized number” of directors.
- 2.2.2 The authorized number of directors may be changed only upon a vote of the Board.

***2.3 ELECTION AND TERM OF OFFICE OF DIRECTORS***

- 2.3.1. Directors shall be elected to terms of office of one year at each annual meeting of the Board. If the election of directors does not take place at the annual meeting, it may take place at any other meeting of the board.
- 2.3.2. Directors’ terms of office shall commence on June 1. If the election of directors takes place after June 1, directors’ terms shall commence immediately upon election and shall terminate on the succeeding May 31.
- 2.3.3. Whenever there is an election to fill a seat on the Board, each director may cast one vote for each director to be elected. Cumulative voting by directors for the election of directors is not permitted. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected.

- 2.3.4. Each director, including a director elected to fill a vacancy or elected at a special meeting, shall hold office until expiration of the term for which elected and until a successor has been elected and qualified.
- 2.3.5. In accord with the California Nonprofit Corporation Law (the "Nonprofit Law"), an amendment to the bylaws changing the terms of office of directors may not decrease or increase the terms of office of directors in office at the time the amendment is passed.
- 2.3.6. Unless otherwise determined by the Board, except for persons elected to the offices of Treasurer or Corporate Secretary, no person shall serve as a director of this Corporation for more than three consecutive full terms (or three years). A person elected to the office of Treasurer or Corporate Secretary may serve as a director of this Corporation for five consecutive terms (or five years). A director who has served the maximum number of terms may be eligible to serve as a director after one year has passed since that person was last a director.

## **2.4 REMOVAL OF DIRECTORS**

- 2.4.1. A director may be removed without cause by the vote of a majority of the directors then in office.
- 2.4.2. The Nonprofit Law does not allow the Board to remove a director for cause. However, the Board may declare the office of a director vacant for the reasons set forth in Section 2.6.2.

## **2.5 VACANCIES**

- 2.5.1. Vacancies on the Board shall exist (i) on the death, resignation or removal of any director or (ii) whenever the authorized number of directors is increased.
- 2.5.2. The Board may declare vacant the office of a director who has been declared of unsound mind by a final order of a court of competent jurisdiction, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under sections 5230 through 5239 of the Nonprofit Law.
- 2.5.3. A reduction in the authorized number of directors shall be effective only upon the expiration of the then-current directors' terms of office or upon the occurrence of any other vacancy in the Board.
- 2.5.4. In accord with the Nonprofit Law, an amendment to the bylaws decreasing the minimum number of directors shall not affect the terms of directors in office at the time the amendment is passed unless the amendment also provides for the removal of one or more specified directors.
- 2.5.5. Any director may resign effective upon giving written notice to the President, the Corporate Secretary, or the Board, unless such notice specifies a later effective date. The acceptance of such resignation shall not be necessary to make it effective, unless otherwise specified therein. No director may resign if their resignation will leave the Corporation without at least one duly elected director in charge of its affairs unless they have first given notice to the Attorney General of the State of California.
- 2.5.6. Vacancies on the Board may be filled by approval of the Board or, if the number of directors then in office is less than a quorum, by:
  - 2.5.6.1. The unanimous written consent of the directors then in office;

2.5.6.2. The affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or a waiver of notice complying with Article 4; or

2.5.6.3. A sole remaining director.

2.5.7. A person elected to fill a vacancy as provided by this Section shall hold office for the remainder of their predecessor's unexpired term or until their death, resignation or removal from office.

### **ARTICLE 3 – BOARD STANDARD OF CONDUCT**

#### **3.1. DIRECTOR FIDUCIARY DUTY**

It is the obligation of each director of the Corporation to perform their duties (a) in good faith, (b) in a manner such director believes to be in the best interests of the Corporation, and (c) with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. This obligation extends to all activities a director performs in that capacity including, without limitation, duties as a member of any committee of the Board on which a director serves.

#### **3.2. GENERAL DUTIES**

It is the duty of each director to:

3.2.1. Perform any and all duties imposed on them individually, or collectively upon the Board, by law, by the Articles of Incorporation, or by these bylaws; and

3.2.2. Register their address, phone, and email address with the Corporate Secretary. Notices of meetings delivered or telephoned, including by voice messaging system, to a director at such address or phone number shall be valid notices. Notices of meetings delivered by email or by other electronic means shall be valid notices thereof if given in compliance with Section 9.1.1.

#### **3.3. MANAGEMENT OF CORPORATE INVESTMENTS**

In the administration of the powers to make and retain investments and to delegate investment management of corporate funds, the Board shall consider among other relevant considerations the long and short term needs of the Corporation in carrying out its purposes, its present and anticipated financial requirements, expected total return on its investments, price level trends, and general economic conditions.

#### **3.4. RESTRICTION REGARDING INTERESTED PERSONS**

Notwithstanding any other provision of these bylaws, not more than 49 percent of the persons serving on the Board may be interested persons. For the purposes of this Article, an "interested person" is:

3.4.1. Any person currently being compensated by the Corporation for services rendered it within the previous twelve (12) months excluding any reasonable compensation paid to a director as director. For purposes of this definition, compensation means any payment as a full or part-time employee, an officer, a contractor, a vendor or otherwise.

3.4.2. 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.

**3.5. SELF-DEALING**

- 3.5.1. The Corporation shall not enter into any contract or transaction, directly or indirectly, with: (i) any director of the Corporation; (ii) any officer of the Corporation; (iii) the President or chief executive officer, nor the treasurer or chief financial officer; (iv) any person who during the 5-year period ending on the date of such transaction was in a position to exercise substantial influence over the affairs of the Corporation; (v) any person who is a relative by blood or marriage of such a person; or (vi) any entity in which persons described in (i) through (v), above, own more than 35 percent of the voting power, profit interest or beneficial interest, unless:
- 3.5.1.1. The material facts regarding the transaction and (i) that person's financial interest or (ii) common directorship or officership are fully disclosed in good faith and noted in the minutes, or are known to all directors, prior to consideration by the Board of such contract or transaction;
  - 3.5.1.2. Such contract or transaction is authorized in good faith by a vote of the majority of the directors then in office, without counting the votes of any director who has a financial interest in the transaction;
  - 3.5.1.3. For transactions in which a director has a material financial interest, before authorizing or approving the transaction, the Board considers and in good faith determines, after reasonable investigation, that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and
  - 3.5.1.4. At the time the transaction is entered into:
    - 3.5.1.4.1. The transaction is fair and reasonable to the Corporation; and
    - 3.5.1.4.2. The Corporation entered into it for its own benefit.
- 3.5.2. Each director, upon election to the Board, and thereafter no later than the first board meeting of each fiscal year, shall submit a signed statement on a form determined by the Board or a designated committee of the board disclosing any actual or possible conflict of interest of any interested persons, including all material facts thereof, and affirming that the director:
- 3.5.2.1. Has received a copy of, read, understands, and agrees to comply with this Section 3.5 of the bylaws or any conflict of interest policy adopted by the Board; and
  - 3.5.2.2. Understands that the Corporation is charitable and in order to maintain its federal tax exemption must engage primarily in activities that accomplish one or more purposes described by section 501(c)(3) of the Internal Revenue Code (the "Tax Code").

**3.6. COMMON DIRECTORS**

The Corporation shall not enter into a contract or transaction with any other entity of which one or more of the Corporation's directors is a member of that entity's governing body (such director being a "Common Director") unless:

- 3.6.1. The material facts as to the transaction and as to such Common Director's other directorship are fully disclosed or known to the Board, and the Board or committee authorizes, approves or ratifies the



contract or transaction in good faith by a vote sufficient without counting the vote of any Common Director, or

- 3.6.2. The contract or transaction is just and reasonable to the Corporation at the time it is authorized, approved or ratified.

### **3.7. COMPENSATION**

Directors and Committee Members shall serve without compensation. Directors and Committee Members may be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 3.2. To request a reimbursement for expenses, Directors and Committee Members must complete and submit a reimbursement form pursuant to the Corporation's current expense reimbursement policies and procedures.

### **3.8. LOANS TO OFFICERS OR DIRECTORS**

The Corporation shall not make any loan of money or property to or guarantee the obligation of any director or officer, unless approved by the Attorney General; provided, however, that the Corporation may advance money to a director or officer of the Corporation or of its parent or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or director, provided that in the absence of such advance, such director or officer would be entitled to be reimbursed for such expenses by the Corporation, its parent, or any subsidiary.

### **3.9. NON-LIABILITY OF DIRECTORS**

- 3.9.1. Subject to the limitations as set forth in the Nonprofit Law, directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation if they perform their duties pursuant to Sections 3.1 to 3.8.

- 3.9.2. Directors and officers who are not compensated by the Corporation shall not be personally liable to a third party for their negligent act or omission in the performance of their duties if:

- 3.9.2.1. The act or omission was (a) within the scope of their duties, (b) performed in good faith, and (c) not reckless, wanton, intentional or grossly negligent, and

- 3.9.2.2. One of the following conditions is met:

- 3.9.2.2.1. The damages caused by the act or omission are covered pursuant to a liability insurance policy issued to the Corporation or personally to the director or officer;

- 3.9.2.2.2. The Board and the director or officer that committed the act or omission had made all reasonable efforts in good faith to obtain a liability insurance policy; or

- 3.9.2.2.3. The Corporation's previous year's budget was less than \$25,000 and the Corporation obtains at least one quote for insurance per year and then only if the cost of that insurance is more than five percent of the Corporation's previous year's budget.

**3.10. INSURANCE FOR CORPORATE AGENTS**

This Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such.

**3.11. INDEMNIFICATION BY CORPORATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS**

3.11.1. For purposes of this Section, the following terms shall have the meanings ascribed:

3.11.1.1. "Agent" means any person who is or was a director, officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Corporation or of another enterprise at the request of the predecessor corporation;

3.11.1.2. "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and

3.11.1.3. "Expenses" includes, without limitation, all attorney fees, costs, and any other expenses incurred in the defense of any claims or proceedings against an agent by reason of their position or relationship as agent and all attorneys' fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.

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

3.11.3. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action brought by or on behalf of the Corporation by reason of the fact that the person is or was an agent of the Corporation, or brought under Section 5233 of the Nonprofit Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that person is or was an agent of the Corporation, against expenses actually and reasonably incurred in connection with the defense or settlement of the action if the person acted in good faith, in a manner the 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 use in similar circumstances. Provided, however, that no indemnification shall be provided under this Section:

- 3.11.3.1. In respect of any claim, issue or matter as to which the person shall have been adjudged to be liable to the Corporation in the performance of the person's duty to the Corporation, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;
  - 3.11.3.2. Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
  - 3.11.3.3. Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.
- 3.11.4. To the extent that an agent of the Corporation has been successful on the merits in the defense of any proceeding referred to in Section 3.11.2 or 3.11.3, or in the defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim.
- 3.11.5. Except as provided in Section 3.11.4, any indemnification shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper under the circumstances because the agent has met the applicable standard of conduct set forth in Section 3.11.2 or 3.11.3, by:
- 3.11.5.1. A majority vote of a quorum consisting of directors who are not party to the proceeding; or
  - 3.11.5.2. The court in which the proceeding is or was pending, upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application by the agent, attorney, or other person is opposed by the Corporation.
- 3.11.6. Expenses incurred in defending any proceeding may be advanced by the Corporation before the final disposition of the proceeding on receipt of an undertaking (within the meaning of Code of Civil Procedure section 995.010 et seq.) by or on behalf of the agent to repay the amount of the advance unless it is determined ultimately that the agent is entitled to be indemnified as authorized in this Section.
- 3.11.7. No indemnification or advance shall be made under this Section, except as provided in Section 3.11.4 or Section 3.11.5, in any circumstance where it appears:
- 3.11.7.1. That the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, these bylaws or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
  - 3.11.7.2. That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

- 3.11.8. Nothing contained in this Section shall affect any right to indemnification to which persons other than directors and officers of the Corporation, or any subsidiary hereof, may be entitled by contract or otherwise. This Section does not apply to any proceeding against any trustee, investment manager, or other fiduciary of a pension, deferred compensation, savings, thrift, or other retirement, incentive, or benefit plan, trust, or provision for any or all of the Corporation's directors, officers, employees, and persons providing services to the Corporation or any of its subsidiary or related or affiliated corporations, in that person's capacity as such, even though that person may also be an agent of the Corporation as defined in these bylaws. Nothing contained in this Section shall limit any right to indemnification to which such a trustee, investment manager, or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law.

### **3.12. EMERGENCY POWERS**

- 3.12.1. Notwithstanding anything to the contrary herein, this Section applies solely during an emergency, which is the limited period of time during which a quorum cannot be readily convened for action as a result of the following events or circumstances until the event or circumstance has subsided or ended and a quorum can be readily convened in accordance with the notice and quorum requirements in Sections 4.5 and 4.8 of these bylaws:

- 3.12.1.1. A natural catastrophe, including, but not limited to, a hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, epidemic, pandemic, or disease outbreak, or, regardless of cause, any fire, flood, or explosion;
- 3.12.1.2. An attack on or within this state or on the public security of its residents by an enemy of this state or on the nation by an enemy of the United States of America, or on receipt by this state of a warning from the federal government indicating that an enemy attack is probable or imminent;
- 3.12.1.3. An act of terrorism or other manmade disaster that results in extraordinary levels of casualties or damage or disruption severely affecting the infrastructure, environment, economy, government function, or population, including, but not limited to, mass evacuations; or
- 3.12.1.4. A state of emergency proclaimed by the Governor of this state or by the President of the United States.

- 3.12.2. In anticipation of or during an emergency, the Board may:

- 3.12.2.1. Modify lines of succession to accommodate the incapacity of any director, officer, employee, or agent resulting from the emergency; or
- 3.12.2.2. Relocate the principal office or authorize the officers to do so.

- 3.12.3. During an emergency, the Board may:

- 3.12.3.1. Give notice to a director or directors in any practicable manner under the circumstances, including, but not limited to, by publication, email, texting and radio, when notice of a meeting of the Board cannot be given to that director or directors in the manner prescribed by Section 4.5; and

- 3.12.3.2. Deem that one or more officers present at a Board meeting is a director, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum.

#### **ARTICLE 4 – MEETINGS OF THE BOARD**

##### **4.1. REGULAR AND ANNUAL MEETINGS**

Regular meetings of the directors shall be held 10 times per year at a place and time to be determined by the Board or, if not determined by the Board, by the President. The regular meeting held in May shall be the annual meeting at which the Board shall elect directors and officers, as needed, and transact other business.

##### **4.2. SPECIAL MEETINGS**

Special meetings of the Board may be called by the President, a Vice President, the Corporate Secretary, or by any two directors, and such meetings shall be held at the place designated by the person or persons calling the meeting, or in the absence of such designation, at the principal office of the Corporation.

##### **4.3. MINUTES**

- 4.3.1. The Board shall be responsible for recording, approving and maintaining minutes of the proceedings of the meetings of the Board. The Recording Secretary or such person designated by the presiding officer shall take the minutes.
- 4.3.2. Committees of the Board shall be responsible for recording, approving and maintaining minutes of the proceedings of the meetings of the committees of the Board. Such person designated by the chair of the committee shall take the minutes.
- 4.3.3. Minutes of all meetings, proceedings and actions of the Board and of committees of the Board must be maintained pursuant to Section 8.1. The minutes of meetings must include:
- 4.3.3.1. The time and place that the meeting was held;
  - 4.3.3.2. Whether the meeting was annual, regular, or special, and, if special, how authorized;
  - 4.3.3.3. How notice was given and to whom;
  - 4.3.3.4. If applicable, waivers and consents to notice pursuant to Section 4.7;
  - 4.3.3.5. The names of the persons present at the meeting; and
  - 4.3.3.6. The actions taken and decisions made by the Board at that meeting, including the number of votes for, against and in abstention of each such action or decision, and may include how each director voted on such action or decision.

##### **4.4. PLACE OF MEETINGS**

- 4.4.1. Meetings of the Board may be held at any place that has been designated by resolution of the Board or in the notice of the meeting, or if not so designated, at the principal office of the Corporation.
- 4.4.2. If such means is provided, any director may attend a meeting of the Board by conference telephone, video screen or other electronic transmission, provided the following requirements are met:
- 4.4.2.1. Each director participating in the meeting can communicate with all other directors concurrently, and

4.4.2.2. Each director is provided the means of participating in all matters before the Board, including, without limitation, the capacity to propose or to interpose an objection to a specific action to be taken by the Corporation.

4.4.3. A director who participates in a meeting that satisfies the requirements above shall be considered present in person at that meeting.

#### **4.5. NOTICE OF MEETINGS**

4.5.1. Notices of Board meetings are valid if made by:

4.5.1.1. First-class mail, postage prepaid;

4.5.1.2. Personal delivery of oral or written notice;

4.5.1.3. Delivery by overnight courier or private delivery service that can be and is confirmed;

4.5.1.4. Telephone, including a voice messaging system or other technology designed to record and communicate messages, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate that notice promptly to the director;

4.5.1.5. Email; or

4.5.1.6. Other electronic means;

provided, however, that notice may only be provided by email or other electronic means to a director if given in compliance with Section 9.1.1.

4.5.2. Notice of regular meetings need not be given if the time and place of the meeting is fixed by a resolution of the Board that is noted in minutes distributed to all directors. Otherwise, notice of regular meetings will be valid if made no less than 14 days prior to the date of the meeting. Notice of special meetings shall be valid if made at least 48 hours prior to the date and time of the meeting except for notice by mail, which will not be valid unless made four days prior to the date of the meetings.

4.5.3. All notices of Board meetings shall be given or sent to each director's address, telephone number or email address as shown on the Corporation's records.

4.5.4. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than 24 hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to directors absent from the original meeting if the adjourned meeting is held more than 24 hours from the time of the original meeting.

#### **4.6. CONTENTS OF NOTICE**

Notices of meetings shall specify the place (if other than the Corporation's principal office) or means of electronic attendance, day and hour of the meeting. The purpose of any meeting of the Board need not be specified in the notice.

#### **4.7. WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS**

4.7.1. If any director did not receive valid notice pursuant to Sections 4.5 and 4.6, the meeting held shall be void and any actions taken therein shall not be valid unless each director who did not receive valid notice either:

4.7.1.1. Attends the meeting and does not protest the lack of proper notice to them before the meeting begins; or

4.7.1.2. At any time before or after the meeting:

4.7.1.2.1. Signs a waiver of notice;

4.7.1.2.2. Signs a written consent to the holding of the meeting; or

4.7.1.2.3. Approves of the minutes of the meeting.

4.7.2. The waiver of notice or consent need not specify the purpose of the meeting.

4.7.3. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

#### **4.8. QUORUM FOR MEETINGS**

4.8.1. A majority of the directors then in office shall constitute a quorum.

4.8.2. Notwithstanding the foregoing, a quorum cannot be constituted with less than one-fifth of the authorized number of directors.

4.8.3. A meeting may not commence unless a quorum is present. The only motion that is permitted at a meeting at which a quorum is not initially present is a motion to adjourn.

4.8.4. If one or more directors leave during a meeting at which a quorum was initially present rendering the meeting without a quorum, the Board may continue to transact business so long as any action taken or decision made is approved by at least the number of directors required to take action if a quorum were present.

#### **4.9. MAJORITY ACTION AS BOARD ACTION**

4.9.1. The Board may act by approving a resolution properly set before the Board by the affirmative vote of a majority of the directors present at a duly held meeting at which a quorum is present.

4.9.2. Notwithstanding the foregoing, these bylaws or the Nonprofit Law may have more stringent requirements including, without limitation, provisions relating to:

4.9.2.1. Approval of contracts or transactions in which a director has a direct or indirect material financial interest,

4.9.2.2. Approval of certain transactions between corporations having Common Directors,

4.9.2.3. Creation of and appointment to committees of the Board, and

4.9.2.4. Indemnification of directors.

#### **4.10. CONDUCT OF MEETINGS**

The President shall preside at meetings of the Board or, in their absence, the First Vice President of the Corporation, or, in the absence of both of these persons, the Second Vice President, or, in the absence of each

of these persons, a person chosen by a majority of the directors present at the meeting. The Recording Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that, in their absence, the presiding officer shall appoint another person to act as secretary of the meeting.

#### **4.11. ACTION BY UNANIMOUS WRITTEN CONSENT WITHOUT MEETING**

- 4.11.1. Any action of the Board may be taken without a meeting if all directors individually or collectively (i.e., in one or more identically worded documents) consent in writing to such action. Consent in writing includes consent by electronic transmission to the Corporation if all of the requirements set forth in Section 9.1.2 are satisfied. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.
- 4.11.2. Notwithstanding, unanimous written consent of a transaction in which a director has a material financial interest or with a Common Director as defined in Section 3.6 does not require that director's approval so long as the following requirements are satisfied:
- 4.11.2.1. The facts described in Subsection 3.5.1, above, are established or the provisions of Subsections 3.6.1 and 3.6.2, above, are satisfied, as appropriate, at or prior to execution of the written consent or consents;
- 4.11.2.2. The establishment of those facts or satisfaction of those provisions, as applicable, is included in the written consent or consents executed by the noninterested or noncommon directors or in other records of the Corporation; and
- 4.11.2.3. The noninterested or noncommon directors, as applicable, approve the action by a vote that is sufficient without counting the votes of the Interested Directors or Common Directors.

### **ARTICLE 5 – OFFICERS**

#### **5.1. NUMBER OF OFFICERS**

The Corporation will have a President, a Secretary (referred to herein as the "Corporate Secretary"), and a Treasurer. The Corporation may also have one or more Vice Presidents, a Recording Secretary, a Ways and Means Chair, and a Publicity Chair, or other officers, as determined by the Board. Any number of offices may be held by the same person except that neither the Corporate Secretary nor the Treasurer may serve as the President.

#### **5.2. QUALIFICATION**

Only directors may serve as officers of the Corporation.

#### **5.3. ELECTION AND TERM OF OFFICE**

Officers shall be elected by the Board at the annual meeting and shall serve at the pleasure of the Board. Each officer shall hold office for renewable terms of one year, subject to the rights, if any, of any officer under any contract of employment. Any director not elected to an officer position shall be referred to herein as an "At-Large Director."



**5.4. APPOINTMENT OF SUBORDINATE OFFICERS**

The Board may appoint, or may authorize the President to appoint, such other officers as it may deem desirable. Such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board.

**5.5. REMOVAL AND RESIGNATION**

- 5.5.1. Any officer may be removed, either with or without cause, by the Board, at any regular or special meeting of the Board, or by an officer on whom such power of removal may be conferred by the Board, subject to the rights, if any, of any officer under any contract of employment.
- 5.5.2. Any officer may resign at any time by giving written notice to the Board or to the President. Any such resignation shall take effect on the date of receipt of such notice or on any later date specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**5.6. VACANCIES**

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise of any officer shall be filled by the Board. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board fills the vacancy. A person appointed or elected to a vacant office may hold that office until the next annual meeting of the Board or until their death, resignation or removal from office, whichever comes first. Vacancies occurring in subordinate offices may be filled at the discretion of the Board.

**5.7. DUTIES OF THE PRESIDENT**

The President is to:

- 5.7.1. Be the chief executive officer of the Corporation and, subject to the control of the Board, generally supervise, direct and control the Corporation's activities, affairs, and offices, unless the Corporation has appointed a person to a position equivalent to that of Chief Executive Officer;
- 5.7.2. Preside at all meetings of the Board;
- 5.7.3. Be a designated member of each committee, with the exception of the Audit Committee, and appoint members of advisory committees, subject to approval by the Board; and
- 5.7.4. Perform all other duties incident to their office and such other duties as may be required by the Nonprofit Law, by the Articles of Incorporation, or by these bylaws, or which may be prescribed from time to time by the Board.

**5.8. DUTIES OF VICE PRESIDENTS**

In the absence of the President, the Vice Presidents, if any, in order of rank, shall perform all powers of, and be subject to all the restrictions upon, the President. The First Vice President shall chair the Advisory Committees, Community Outreach Committees and the Docent Committee. The Second Vice President shall chair the Building and Grounds Committee. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed by the Board or the President.

**5.9. DUTIES OF CORPORATE SECRETARY**

The Corporate Secretary is to:

- 5.9.1. Keep, or cause to be kept, and certify as needed, the Corporate Records pursuant to Section 8.1.1;
- 5.9.2. See that all notices of meetings are duly given in accordance with these bylaws or as required by law;
- 5.9.3. Deposit, or cause to be deposited, all funds and other assets in the name and to the credit of the Corporation with such depositories as the Board may designate; and
- 5.9.4. In general, perform all duties incident to the office of Secretary and such other duties as may be required by the Nonprofit Law, by the Articles of Incorporation, or by these bylaws, or which may be assigned to them from time to time by the Board.

**5.10. DUTIES OF TREASURER**

The Treasurer is to:

- 5.10.1. Keep and maintain, or cause to be kept and maintained, and certify as needed, adequate and correct Financial Records pursuant to Section 8.1.2;
- 5.10.2. Provide, or cause to be provided, to the President or the Board such financial statements and reports as requested or as required by law or by these bylaws;
- 5.10.3. Generally oversee all funds and other assets of the Corporation, and disburse, or cause to be disbursed, the Corporation's funds as the Board may order;
- 5.10.4. Whenever requested, provide, or cause to be provided, to the President or the Board an account of any or all of their transactions as Treasurer, and of the financial condition of the Corporation;
- 5.10.5. In general, perform all duties incident to the office of Treasurer and such other duties as may be required by the Nonprofit Law, by the Articles of Incorporation, or by these bylaws, or which may be assigned to them from time to time by the Board; and
- 5.10.6. Provide, or cause to be provided, to the public upon request, all tax and charity regulator filings required to be disclosed and made generally available to the public.

**5.11. DUTIES OF RECORDING SECRETARY**

The Recording Secretary shall take complete but concise minutes of all meetings of the Board. Upon approval of the minutes by the Board, the Recording Secretary shall certify the minutes and transfer a copy of the minutes to the Corporate Secretary.

**5.12. DUTIES OF WAYS AND MEANS CHAIR**

The Ways and Means Chair shall propose, organize, and coordinate all building and grounds preservation related fundraising activities under the direction of the Board and shall preside over all fundraising committees. The Ways and Means Chair will provide the Board with monthly reports and final reports for all Corporation events and fundraisers.

**5.13. DUTIES OF PUBLICITY CHAIR**

The Publicity Chair shall conduct Corporation publicity and public relations under the direction of the President and the Board. Publicity Chair responsibilities include internal (including website and newsletters) and external (including online, social media, and other community outlets) communications, including event promotion and sharing the general mission of the Corporation with the public.

**5.14. COMPENSATION**

Officers of the Corporation shall serve without compensation. Officers may be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties.

**ARTICLE 6 – COMMITTEES****6.1. COMMITTEES, GENERALLY**

- 6.1.1. A committee of the Board is a committee that may exercise some authority of the Board. Committees of the Board must consist of two or more directors. Persons who are not directors may not serve on committees of the Board. The Board may have standing committees of the Board as set forth below or as established by vote of a majority of directors then in office, provided a quorum is present.
- 6.1.2. By a majority vote of the directors then in office, the Board may at any time revoke or modify any or all of the authority delegated to any committee of the Board, increase or decrease (but not fewer than two) the number of members of any committee of the Board, and fill vacancies in any committee of the Board from among the directors.
- 6.1.3. All committees of the Board shall keep regular minutes of their proceedings, cause them to be filed with the corporate records, and report the same to the Board from time to time as the Board may require.
- 6.1.4. The following powers are reserved for the Board of Directors as a whole and may not be delegated to any committees thereof:
  - 6.1.4.1. The filling of vacancies on the Board or on any committee that has the authority of the Board;
  - 6.1.4.2. The appointment of committees of the Board or the members thereof;
  - 6.1.4.3. The amendment or repeal of bylaws or Articles of Incorporation, or the adoption of new bylaws or Articles of Incorporation;
  - 6.1.4.4. The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
  - 6.1.4.5. The approval of any action for which the law requires approval of members or approval of a majority of all members regardless whether the Corporation has members; and

- 6.1.4.6. The approval of any transaction to which the Corporation is a party and in which one or more of the directors has a material financial interest, except where (i) it was not reasonably practical to obtain approval of the Board prior to entering into the transaction, (ii) a committee authorized by the Board approved the transaction in a manner consistent with the standards set forth in Section 3.5, and (iii) the Board, after determining in good faith that the preceding conditions were satisfied, ratified the transaction at its next meeting by a vote of the majority of directors then in office without counting the vote of any directors interested in the transaction.

## **6.2. EXECUTIVE COMMITTEE**

The Board may, by a vote of a majority of the directors then in office, designate two or more directors to constitute an Executive Committee. One of those directors is to be the President, who shall serve as the Executive Committee's chair. The Executive Committee shall exercise the authority of the Board when the Board is not in session subject to the restrictions set forth in Section 6.1.4.

## **6.3. AUDIT COMMITTEE**

- 6.3.1. If in any fiscal year the Corporation has gross revenues of \$2 million or more, the Corporation shall have an Audit Committee. In other years, the Corporation may have an Audit Committee.
- 6.3.2. It shall be the duty of the Audit Committee to:
  - 6.3.2.1. Recommend to the Board of Directors the retention and termination of the independent auditor;
  - 6.3.2.2. Confer with the auditor to satisfy the committee members that the financial affairs of the Corporation are in order;
  - 6.3.2.3. Review and determine whether to accept the audit; and
  - 6.3.2.4. Approve performance of any non-audit services to be provided by the auditing firm.

In addition, the Audit Committee may negotiate the compensation of the auditor on behalf of the Board.

- 6.3.3. Notwithstanding other provisions of these bylaws, the Audit Committee shall be composed of at least one person. Audit Committee members need not be directors of the Corporation. In addition, the composition of the Audit Committee is restricted as follows:
  - 6.3.3.1. No person who receives compensation from the Corporation, including, without limiting the foregoing, any paid staff and anyone who does business or has any financial interest in any entity that does business with the Corporation, may serve on the Audit Committee.
  - 6.3.3.2. If the Corporation has a Finance Committee, it must be separate from the Audit Committee, Finance Committee members must comprise less than 50 percent of the members of the Audit Committee and the chair of the Audit Committee may not serve on the Finance Committee.
  - 6.3.3.3. The CEO, President, Treasurer or CFO may not serve on the Audit Committee.

6.3.4. Audit Committee members shall receive no compensation.

#### **6.4. MEETINGS AND ACTIONS OF COMMITTEES**

Meetings and actions of all committees shall be governed by, noticed, held and taken in accordance with the provisions of Article 4, substituting the word “committee” for “Board” and “committee member” for “director,” as context requires. Notwithstanding, the time for regular meetings and for special meetings of committees may be fixed by resolution of the Board. The Board may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these bylaws.

#### **6.5. PROGRAM COMMITTEES**

Program Committees shall develop and maintain relationships with the San Luis Obispo community and other nonprofits. Community Outreach, Raising a Reader, Fine Arts Awards and Lumina Alliance are several such committees. Program Committees shall be designated by resolution of the Board, as well as the committees provided for below. Such committees act in an advisory capacity only and many consist of persons who are not also directors appointed by the President, subject to the approval of the Board, All committees shall keep regular minutes of their proceedings and provide them to the President and First Vice President prior to each monthly board meeting.

#### **6.6. BUILDING AND GROUNDS COMMITTEE**

The Building and Grounds Committee shall provide volunteer gardeners or other services as directed by the Second Vice President.

#### **6.7. DOCENT COMMITTEE**

The Docent Committee shall coordinate the docent staffing for public tours of the historic landmark known as The Monday Club.

#### **6.8. MEMBERSHIP COMMITTEE**

The Membership Committee shall attend to all matters relating to selection and onboarding of new members as well as questions or concerns from current members. The Membership Committee shall be chaired by one of the Corporation’s At-Large Directors. The Membership Committee Chair shall provide a monthly report to the Board.

#### **6.9. DEAN OF CHAIRS COMMITTEE**

The Dean of Chairs Committee shall be responsible for organizing the luncheon committees and designating a luncheon committee chair for each luncheon meeting. The Dean of Chairs Committee shall be chaired by one of the Corporation’s At-Large Directors. The Dean of Chairs Committee Chair shall provide a monthly report to the Board.

### **ARTICLE 7 – EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

#### **7.1. EXECUTION OF INSTRUMENTS**

The Board may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or other instrument. If no other officer or agent has been so authorized, the President and/or Treasurer shall have the authority to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation.

## **7.2. CHECKS AND NOTES**

The Board shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts and other orders for payment of money. Such authority may be general or confined to specific instances.

## **7.3. DEPOSITS**

All funds of the Corporation shall be deposited by the Corporate Secretary from time to time to the credit of the Corporation in such depositories as the Board may select.

## **7.4. GIFTS**

In its sole discretion, the Board may accept or refuse, in whole or in part, on behalf of the Corporation, any contribution, gift, bequest, or devise for the charitable or public purposes of the Corporation.

# **ARTICLE 8 – RECORDS AND REPORTS**

## **8.1. MAINTENANCE OF RECORDS**

8.1.1. The Corporation shall maintain the following records of the Corporation (the "Corporate Records"):

- 8.1.1.1. Minutes of all meetings of directors and committees of the Board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof; and
- 8.1.1.2. A copy of the Corporation's Articles of Incorporation and these bylaws with any amendments to date.

8.1.2. The Corporation shall maintain the following financial records (the "Financial Records"):

- 8.1.2.1. Adequate and correct books of account and all other financial records, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses. Such records shall be maintained in accordance with Generally Accepted Accounting Principles; and
- 8.1.2.2. Copies of all filings made to the Internal Revenue Service, the California Franchise Tax Board, California Secretary of State, California Attorney General, and local and state charity regulators that the Corporation is required by law to make available to the public.

8.1.3. Corporate Records and Financial Records may be maintained in electronic form provided that they can be printed at any time. If kept in hard copy, Corporate Records and Financial Records must be

maintained at the Corporation's principal office. If the Corporation has no principal office, it shall, upon written request, furnish a copy of any Corporate Record or Financial Record it is required by law to make available to the public.

- 8.1.4. Corporate Records and Financial Records shall be maintained for a period no less than that required by law.

## **8.2. DIRECTORS' INSPECTION RIGHTS**

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical property of the Corporation. Any inspection under this Article may be made in person or by an agent or attorney. The right to inspection includes the right to copy and make extracts. For documents that are under the custodianship of an officer, that officer shall make the requested documents available for inspection at any reasonable time.

## **8.3. ANNUAL REPORT**

- 8.3.1. As required by the Nonprofit Law, the Board must furnish annually to all directors a report that shall contain the following information in appropriate detail:

8.3.1.1. The assets and liabilities, including trust funds, of the Corporation as of the end of the fiscal year;

8.3.1.2. The principal changes in assets and liabilities, including trust funds, during the fiscal year;

8.3.1.3. The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year; and

8.3.1.4. The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

- 8.3.2. The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without an audit from the books and records of the Corporation.

## **8.4. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS**

As part of the annual report to all directors, or as a separate document if no annual report is issued, the Corporation must furnish annually to all directors a statement of any transactions or indemnifications of the following kind:

- 8.4.1. Any transaction (i) to which the Corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For the purposes of this Section, an "interested person" is either:

8.4.1.1. Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

8.4.1.2. Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiaries.

8.4.2. Any indemnification or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the Corporation pursuant to Section 3.11.

## **ARTICLE 9 – MISCELLANEOUS PROVISIONS**

### **9.1. ELECTRONIC COMMUNICATIONS**

The California Corporations Code provides that only electronic communications, such as communications by email, between a director and the Corporation that meet the requirements set forth in the following subsections are valid.

9.1.1. As used in these bylaws, the term “electronic transmission by the Corporation” means a communication:

9.1.1.1. Delivered by (a) email when directed to the email address for that recipient on record with the Corporation, (b) posting on an electronic message board or network which the Corporation has designated for those communications, together with a separate notice to the recipient of the posting, which transmission shall be validly delivered upon the later of the post or delivery of the separate notice thereof, or (c) other means of electronic communication;

9.1.1.2. To a recipient who has provided an unrevoked consent to the use of those means of transmission for communications; and

9.1.1.3. That creates a record that is capable of retention, retrieval and review, and that may thereafter be rendered into clearly legible tangible form.

9.1.2. As used in these bylaws, the term “electronic transmission to the Corporation” means a communication:

9.1.2.1. Delivered by (a) email when directed to the email address which the Corporation has provided from time to time to directors for sending communications to the Corporation, (b) posting on an electronic message board or network which the Corporation has designated for those communications, and which transmission shall be validly delivered upon the posting, or (c) other means of electronic communication;

9.1.2.2. As to which the Corporation has placed in effect reasonable measures to verify that the sender is the director purporting to send the transmission; and

9.1.2.3. That creates a record that is capable of retention, retrieval, and review, and that may thereafter be rendered into clearly legible tangible form.

### **9.2. FISCAL YEAR**

The fiscal year of the Corporation shall begin on the first day of June in each calendar year and end on the last day of the succeeding May.



**9.3. AMENDMENT OF BYLAWS**

Subject to any provision of these bylaws or to any law applicable to the amendment of bylaws of a nonprofit public benefit corporation, these bylaws, or any of them, may be altered, amended, or repealed and new bylaws adopted by the affirmative vote of a majority of the directors then currently in office.

**9.4. AMENDMENT OF ARTICLES OF INCORPORATION**

Any amendment of the Articles of Incorporation may be adopted by the affirmative vote of a majority of the directors then currently in office.

**9.5. DETERMINATION OF MEMBERS**

9.5.1. The Corporation shall have no voting members within the meaning of the Nonprofit Law.

9.5.2. Nothing in this Section 9.5 shall be construed as limiting the right of the Corporation to refer to persons associated with it as “members,” however, no such person shall be a member within the meaning of the Nonprofit Law. At its sole discretion, the Board may admit individuals to one or more classes of nonvoting members. The class or classes of nonvoting members shall have such rights and obligations as the Board finds appropriate; provided, however, the Corporation may not confer upon nonvoting members the right to vote (i) for the election of directors, (ii) on a disposition of substantially all of the assets of the Corporation, or (iii) on a merger or on a dissolution or on changes to the Corporation’s Articles of Incorporation or bylaws.

**9.6. CONSTRUCTION AND DEFINITIONS**

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Nonprofit Law shall govern the construction of these bylaws. Without limiting the generality of the above, the singular number includes the plural, the plural number includes the singular, the term “person” includes both the Corporation and a natural person, and vice versa. All references to statutes, regulations and laws shall include any future statutes, regulations and laws that replace those referenced.

**9.7. CONFLICTS OF LAW**

Whenever there is a conflict between these bylaws and the Articles of Incorporation the Articles of Incorporation shall control. Whenever there is a conflict between these bylaws or the Articles of Incorporation, on the one hand, and the Nonprofit Law, on the other hand, the Nonprofit Law shall control.

**CERTIFICATE**

This is to certify that the foregoing is a true and correct copy of the Restated Bylaws of The Monday Club Conservancy and that such Restated Bylaws were duly adopted by the board of directors of said Corporation on the date set forth below.

3/20/2024 | 4:37 PM PDT  
Dated: \_\_\_\_\_

DocuSigned by:

*Michelle McCovey-Good*

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\_\_\_\_\_  
Michelle McCovey-Good, Corporate Secretary

**Certificate Of Completion**

Envelope Id: 2743FC179BD34CF286E124A2CF459665	Status: Completed
Subject: Complete with DocuSign: Restated Bylaws (Execution Version)	
Source Envelope:	
Document Pages: 26	Signatures: 11
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Casey Summar
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4705 Laurel Canyon Blvd., Suite 306
	Studio City, CA 91607
	shared@lfnp.com
	IP Address: 72.194.110.92

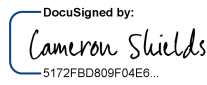
**Record Tracking**

Status: Original	Holder: Casey Summar	Location: DocuSign
3/18/2024 5:32:19 PM	shared@lfnp.com	

**Signer Events**

Cameron Shields  
 cammysields@gmail.com  
 Security Level: Email, Account Authentication (None)

**Signature**


DocuSigned by:  
  
 5172FBD809F04E6...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 174.87.133.138

**Timestamp**

Sent: 3/18/2024 5:40:51 PM  
 Resent: 3/22/2024 3:23:42 PM  
 Viewed: 3/24/2024 8:42:35 AM  
 Signed: 3/24/2024 9:34:03 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/24/2024 8:42:35 AM  
 ID: d7b4da59-9b01-4eea-ac41-21193e9007bb

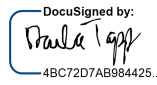
Colleen Arnold  
 colleenarnold1@hotmail.com  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 F7BDF70B393F4A6...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 174.87.132.74

Sent: 3/18/2024 5:40:52 PM  
 Viewed: 3/19/2024 3:24:10 PM  
 Signed: 3/19/2024 3:25:16 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/19/2024 3:24:10 PM  
 ID: c9339712-b71a-4c5c-b181-62b2c18f21e9


Darla Tapp  
 tapp@fix.net  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 4BC72D7AB984425...  
 Signature Adoption: Drawn on Device  
 Using IP Address: 97.86.145.230  
 Signed using mobile

Sent: 3/18/2024 5:40:53 PM  
 Viewed: 3/19/2024 1:18:37 PM  
 Signed: 3/19/2024 1:24:52 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/19/2024 1:18:37 PM  
 ID: 5a524eef-ae15-4d43-9d99-aa12cbeb86d5

Dawn Turner  
 slodawnt@gmail.com  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 A8F905974BDB41C...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 47.6.177.74

Sent: 3/18/2024 5:40:54 PM  
 Viewed: 3/18/2024 7:48:04 PM  
 Signed: 3/18/2024 7:48:16 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/18/2024 7:48:04 PM  
 ID: 23c5b45f-8bba-446b-952e-8c685e04ec36

## Signer Events

Janice Crooks  
janicecrooks@gmail.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 3/20/2024 5:20:29 PM  
ID: 4fc7d9a5-b19a-4dd8-a866-7e78cf160566

Jennifer Alderman  
aldermanja@gmail.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 3/19/2024 11:51:15 AM  
ID: 4ec0e9f7-3e69-4f32-8389-a205e26cb3eb

Julie Martin  
slojolie.martin@gmail.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 3/19/2024 7:04:46 AM  
ID: 232ccdd5-bf84-4565-b3c3-fddbbaa7b4f9a

Kristin Inman  
inman.kristin@gmail.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 3/21/2024 12:53:54 PM  
ID: 54ce2bf9-f8b9-450e-85d3-47fdf350edd3

Michelle McCovey-Good  
michelle@tsstructural.com  
CEO  
T&S Structural  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 4/29/2023 11:14:28 AM  
ID: da6f59c2-2177-4806-8cc1-3d69c6e7d53d

Vicki Carroll  
vicki.carroll@sbcglobal.net  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

## Signature

DocuSigned by:  
  
D62DA85458EB4B7...

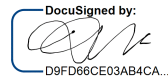
Signature Adoption: Pre-selected Style  
Using IP Address: 174.195.223.137  
Signed using mobile

DocuSigned by:  
  
A90D65B5AF95404...

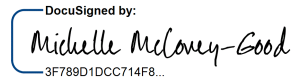
Signature Adoption: Pre-selected Style  
Using IP Address: 104.152.100.86

DocuSigned by:  
  
B9C0C0093F3B4DE...

Signature Adoption: Pre-selected Style  
Using IP Address: 172.56.120.172  
Signed using mobile

DocuSigned by:  
  
D9FD66CE03AB4CA...

Signature Adoption: Drawn on Device  
Using IP Address: 172.56.121.78  
Signed using mobile

DocuSigned by:  
  
3F789D1DCC714F8...

Signature Adoption: Pre-selected Style  
Using IP Address: 69.209.19.188  
Signed using mobile

DocuSigned by:  
  
56BCF824D88C4EB...

Signature Adoption: Pre-selected Style  
Using IP Address: 12.16.99.61

## Timestamp

Sent: 3/18/2024 5:40:54 PM  
Resent: 3/19/2024 2:17:02 PM  
Viewed: 3/20/2024 5:20:29 PM  
Signed: 3/20/2024 5:20:49 PM

Sent: 3/18/2024 5:40:52 PM  
Viewed: 3/19/2024 11:51:15 AM  
Signed: 3/19/2024 11:51:28 AM

Sent: 3/18/2024 5:40:53 PM  
Viewed: 3/19/2024 7:04:46 AM  
Signed: 3/19/2024 7:06:22 AM

Sent: 3/18/2024 5:40:55 PM  
Viewed: 3/21/2024 12:53:54 PM  
Signed: 3/21/2024 12:54:22 PM

Sent: 3/18/2024 5:40:55 PM  
Viewed: 3/20/2024 4:37:40 PM  
Signed: 3/20/2024 4:37:52 PM

Sent: 3/18/2024 5:40:54 PM  
Viewed: 3/19/2024 6:29:30 AM  
Signed: 3/19/2024 6:30:10 AM

<b>Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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Accepted: 3/19/2024 6:29:30 AM  
ID: 67233fa9-d70b-4fec-9978-34ae48c905a7

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	3/18/2024 5:40:55 PM
Envelope Updated	Security Checked	3/19/2024 2:17:01 PM
Certified Delivered	Security Checked	3/19/2024 6:29:30 AM
Signing Complete	Security Checked	3/19/2024 6:30:10 AM
Completed	Security Checked	3/24/2024 9:34:03 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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- ii. send us an email to [shared@lfnp.com](mailto:shared@lfnp.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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