

**OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND
UNIVERSITY UNION OPERATION OF CSUS, INC.**

This agreement is made and entered into by and between the Chancellor of the California State University on behalf of the Board of Trustees (CSU) and University Union Operation of CSUS, Inc. (Auxiliary). The term of this agreement shall be June 1, 2020 through May 31, 2030 unless sooner terminated as herein provided.

1. PURPOSE

The purpose of this agreement is to set forth the terms and conditions under which Auxiliary may operate as an auxiliary organization pursuant to California Education Code §89900 et seq. and California Code of Regulations (CCR) Title 5, § 42400 et seq. In entering this agreement, CSU finds that certain functions important to its mission are more effectively accomplished by the use of an auxiliary organization rather than by the Campus under the usual state procedures.

2. PRIMARY FUNCTION(S) OF THE AUXILIARY

In consideration of receiving recognition as an official CSU auxiliary organization, Auxiliary agrees, for the period covered by this agreement, that the primary function(s), which the Auxiliary is to manage, operate or administer is/are:

- Student Union Programs (Refer to Exhibit “A”)
- Loans, Scholarships, Grant-in-Aids, Stipends and Related Financial Assistance

In carrying out the above, the Auxiliary engages in the following functions authorized by, CCR tit.5, §42500, which are activities essential and integral to the educational mission of the University:

1. Student Union Programs, which includes the operation of a physical fitness facility
2. Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance

Auxiliary agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering these purposes for the benefit of CSU and the Campus. Auxiliary further agrees that it shall not perform any of the functions listed in CCR tit.5, §42500 unless the function has been specifically assigned in this operating agreement with the Campus. Prior to initiating any additional functions, Auxiliary understands and agrees that CSU and Auxiliary must amend this agreement in accordance with Section 21, *Amendment*.

3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW

The responsibility and authority of the Campus president regarding auxiliary organizations is set forth in CCR tit.5, §42402, which requires that auxiliary organizations operate in conformity with CSU and Campus policies. The Campus President has been delegated authority by the CSU Board of Trustees (Standing Orders §VI) to carry out all necessary functions for the operation of the Campus. The operations and activities of Auxiliary under this agreement shall be integrated with Campus operations and policies and shall be overseen by the campus Chief Financial Officer (CFO) or designee so as to assure compliance with objectives stated in CCR tit.5, §42401.

The Campus shall review Auxiliary to ensure that the written operating agreement is current and that the activities of Auxiliary are in compliance with this agreement at least every five (5) years from the date the operating agreement is executed and at least every five years thereafter. Confirmation that this review has been conducted will consist of either an updated operating agreement, or a letter from the Campus CFO or designee to the Campus President with a copy to the Chancellor's Office, certifying that the review has been conducted. As part of these periodic reviews, the Campus President should examine the need for each auxiliary and look at the efficiency of the auxiliary operation and administration.

Auxiliary agrees to assist the Campus CFO or designee in carrying out the compliance and operational reviews required by applicable CSU Executive Orders and related policies.

4. OPERATIONAL COMPLIANCE

Auxiliary agrees to maintain and operate its organization in accordance with all applicable laws, regulations and CSU and Campus rules, regulations and policies. Failure of Auxiliary to comply with any term of this agreement may result in the removal, suspension or probation of Auxiliary as an auxiliary organization in good standing. Such action by CSU may result in the limitation or removal of Auxiliary's right to utilize the CSU or campus name, resources and facilities (CCR tit.5, §42406).

5. CONFLICT OF INTEREST

No officer or employee of the CSU shall be appointed or employed by Auxiliary if such appointment or employment would be incompatible, inconsistent or in conflict with his or her duties as a CSU officer or employee. Auxiliary has established and will maintain a conflict of interest policy. The Auxiliary's Conflict of Interest Policy is attached as **Attachment 1**.

6. EXPENDITURES AUGMENTING CSU APPROPRIATIONS

With respect to expenditures for public relations or other purposes which would serve to augment appropriations for CSU operations, Auxiliary may expend funds in such amount and for such purposes as are approved by Auxiliary's governing body. Auxiliary shall file, as **Attachment 2** to this agreement, a statement of Auxiliary's policy on accumulation and use of public relations funds. The statement shall include the policy and procedures for

solicitation of funds, the purposes for which the funds may be used, the allowable expenditures and procedures of control.

7. FISCAL AUDITS

Auxiliary agrees to comply with CSU policy and the provisions of CCR tit.5, §42408, regarding fiscal audits. All fiscal audits shall be conducted by auditors meeting the guidelines established the Integrated CSU Administrative Manual (ICSUAM).

The Campus CFO shall annually review, and submit a written evaluation to the Chancellor's Office in accordance with Section 20, Notices, *of* the external audit firm selected by the Auxiliary. This review by the Campus CFO must be conducted prior to the Auxiliary engaging an external audit firm and annually thereafter. If the Auxiliary has not changed audit firms, and the audit firm was previously reviewed and received a satisfactory evaluation, a more limited review may be conducted and submitted.

8. USE OF NAME

Campus agrees that Auxiliary may, in connection with its designated functions as a CSU auxiliary organization in good standing and this agreement, use the name of the Campus, the Campus logo, seal or other symbols and marks of the Campus, provided that Auxiliary clearly communicates that it is conducting business in its own name for the benefit of Campus. All correspondence, advertisements, and other communications by Auxiliary must clearly indicate that the communication is by and from Auxiliary and not by or from CSU or Campus.

Auxiliary shall use the name of Campus, logo, seal or other symbols or marks of Campus only in connection with services rendered for the benefit of Campus and in accordance with Campus guidance and direction furnished to Auxiliary by Campus and only if the nature and quality of the services with which the Campus name, logo, seal or other symbol or mark are used are satisfactory to the Campus or as specified by Campus.

Campus shall exercise control over and shall be the sole judge of whether Auxiliary has met or is meeting the standards of quality of the Campus for use of its name, logo, seal or other symbol or mark.

Auxiliary shall not delegate the authority to use the Campus name, logo, seal or other symbol or mark to any person or entity without the prior written approval of the Campus President or designee. Auxiliary shall cease using the Campus name, logo, seal or other symbol or mark upon expiration or termination of this agreement, or if Auxiliary ceases to be a CSU auxiliary organization in good standing, dissolves or disappears in a merger.

9. CHANGE OR MODIFICATION OF CORPORATE STATUS

Auxiliary shall provide notice to the CSU upon any change in Auxiliary's legal, operational or tax status including but not limited to changes in its Articles of Incorporation, bylaws, tax status, bankruptcy, dissolution, merger, or change in name.

10. FAIR EMPLOYMENT PRACTICES

In the performance of this agreement, and in accordance with California Government Code §12900 et. seq., Auxiliary shall not deny employment opportunities to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status. Auxiliary shall adopt employment procedures consistent with the policy statement on nondiscrimination and affirmative action in employment adopted by the CSU.

11. BACKGROUND CHECK POLICY COMPLIANCE

In compliance with governing laws and CSU policy, Auxiliary shall confirm that background checks are completed for all new hires and for those independent contractors, consultants, outside entities, volunteers and existing employees in positions requiring background checks as set forth in CSU systemwide policy. Auxiliary will provide confirmation of completed and cleared background checks to the University President/Chancellor upon request, or as established by campus policy. (See HR 2016-08).

12. DISPOSITION OF ASSETS

Attached hereto as **Attachment 3** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which, in accordance with CCR tit.5, §42600, establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed *to the CSU or to another affiliated entity subject to financial accounting and reporting standards issued by the Government Accounting Standards Board*. Auxiliary agrees to maintain this provision as part of its Constitution or Articles of Incorporation. In the event Auxiliary should change this provision to make other dispositions possible, this agreement shall terminate as of the date immediately preceding the date such change becomes effective.

13. USE OF CAMPUS FACILITIES

Auxiliary may use those facilities identified for its use in a lease agreement executed between Campus and Auxiliary. If this Operating Agreement terminates or expires and is not renewed within 30 days of the expiration, the lease automatically terminates, unless extended in writing by the parties.

Auxiliary and Campus may agree that Auxiliary may use specified Campus facilities and resources for research projects and for institutes, workshops, and conferences only when such use does not interfere with the instructional program of Campus and upon the written approval from appropriate Campus administrators with such specific delegated authority. Auxiliary shall reimburse Campus for costs of any such use.

14. CONTRACTS FOR CAMPUS SERVICES

Auxiliary may contract with Campus for services to be performed by state employees for the benefit of Auxiliary. Any agreement must be documented in a written memorandum of understanding between Auxiliary and Campus. The memorandum of understanding shall among other things, specify the following: (a) full reimbursement to Campus for services performed by a state employee in accord with CCR tit.5, §42502(f); (b) Auxiliary must clearly identify the specific services to be provided by state employee, (c) Auxiliary must specify any performance measures used by Auxiliary to measure or evaluate the level of service; (d) Auxiliary must explicitly acknowledge that Auxiliary does not retain the right to hire, supervise or otherwise determine how to fulfill the obligations of the Campus to provide the specified services to Auxiliary.

15. DISPOSITION OF NET EARNINGS

Auxiliary agrees to comply with CSU and Campus policy on expenditure of funds including, but not limited to, CSU guidelines for the disposition of revenues in excess of expenses and CSU policies on maintaining appropriate reserves. Cal. Educ. Code §89904; Executive Order 1059.

16. FINANCIAL CONTROLS

Recovery of allowable and allocable indirect costs and maintenance and payment of operating expenses must comply with ICSUAM §13680. CCR tit. 5, §42502(g) and (h).

17. ACCEPTANCE, ADMINISTRATION, AND USE OF GIFTS

Auxiliary agrees, if authorized to do so in Section 2 above, that it will accept and administer gifts, grants, contracts, scholarships, loan funds, fellowships, bequests, and devises in accordance with policies of CSU and Campus.

A. Authority to Accept Gifts

If authorized, Auxiliary may evaluate and accept gifts, bequests and personal property on behalf of CSU. In acting pursuant to this delegation, due diligence shall be performed to ensure that all gifts accepted will aid in carrying out the CSU mission as specified in Education Code §§89720 and 66010.4(b).

Auxiliary agrees, before accepting gifts of real estate or gifts with any restrictive terms or conditions that impose an obligation on CSU or the State of California to expend resources in addition to the gift, to obtain written approval from the appropriate campus authority. Auxiliary agrees that it will not accept a gift that has any restriction that is unlawful.

B. Reporting Standards

Gifts shall be recorded in compliance with the Council for Advancement and Support of Education and California State University reporting standards and shall be reported to the Chancellor's Office on an annual basis in accordance with Education Code §89720.

18. INDEMNIFICATION

Auxiliary agrees to indemnify, defend and save harmless the CSU, its officers, agents, employees and constituent campuses and the State of California, collectively "CSU indemnified parties" from any and all loss, damage, or liability that may be suffered or incurred by CSU indemnified parties, caused by, arising out of, or in any way connected with the operation of Auxiliary as an auxiliary organization.

19. INSURANCE

Auxiliary shall maintain insurance protecting the CSU and Campus as provided in this section. CSU's Systemwide Office of Risk Management shall establish minimum insurance requirements for auxiliaries, based on the insurance requirements in [Technical Letter RM 2012-01](#) or its successor then in effect. Auxiliary agrees to maintain at least these minimum insurance requirements.

Auxiliary's participation in a coverage program of the California State University Risk Management Authority (CSURMA) shall fully comply with the insurance requirement for each type of required coverage (which may include but not be limited to, general liability, auto liability, directors and officers liability, fiduciary liability, professional liability, employer's liability, pollution liability, workers' compensation, fidelity, property and any other coverage necessary based on Auxiliary's operations). Auxiliary shall ensure that CSU and Campus are named as additional insured or loss payee as its interests may appear.

20. NOTICES

All notices required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed to all parties as provided below.

Notice to Auxiliary shall be addressed as follows:

University Union Operation of CSUS, Inc.
6000 J St. MS 6138
Sacramento, Ca 95819
Attn: Executive Director

Notice to the CSU shall be addressed to:

Trustees of the California State University
401 Golden Shore
Long Beach, Ca 90802
Attention: Director, Contract Services & Procurement

Notice to the Campus shall be addressed as follows:

California State University, Sacramento
6000 J. St. MS 6022
Sacramento, Ca 95819
Attn: Office of the President

21. AMENDMENT

This agreement may be amended only in writing signed by an authorized representative of all parties.

22. RECORDS

Auxiliary shall maintain adequate records and shall submit periodic reports as required by CSU showing the operation and financial status of Auxiliary. The records and reports shall cover all activities of Auxiliary whether pursuant to this agreement or otherwise.

23. TERMINATION

CSU may terminate this agreement upon Auxiliary's breach of or failure to comply with any term of this agreement by providing Auxiliary with a minimum of ninety (90) days advance written notice. Auxiliary may use the ninety-day advance notice period to cure the breach. If, in the judgment of CSU, the breach has been cured, the termination notice will be cancelled.

24. REMEDIES UPON TERMINATION

Termination by CSU of this agreement pursuant to Section 23, *Termination*, may result in Auxiliary's removal, suspension or probation as a CSU auxiliary in good standing, and loss of any right for Auxiliary to use the name, resources or facilities of CSU or any of its campuses.

Upon expiration of the term of this agreement, the parties shall have 30 days to enter into a new operating agreement which period may be extended by written mutual agreement.

25. SEVERABILITY

If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

26. LEASE OF PREMISES

University Union:

A three story building containing approximately 189,000 square feet known as the University Union per Exhibit "B-1" herein attached and incorporated.

The Recreation Wellness Center:

A two story building containing approximately 153,000 square feet known as the WELL. Per Exhibit "B-2" herein attached and incorporated.

The lease of the premises is subject to:

- A. The use of the property for civil defense purposes or in the event of a State, CSU or national emergency.
- B. Unanticipated need to meet the demands of the educational objectives of the CSU. The right to the use of any property included in this lease shall cease upon written notice by the CSU to Auxiliary that the property is needed for its exclusive use.

27. USE OF PREMISES

A. Auxiliary may occupy, operate, and use the leased property only in connection with the following functions and activities in accordance with the terms of this agreement:

- 1) Operating and maintaining a student union facility for the students, faculty, staff, alumni, and guests of the campus.
- 2) Operating and maintaining the Recreation Wellness Center facility in the WELL for the students, faculty, staff, alumni and guests of the campus.

B. Auxiliary shall use the leased property only for functions and activities that are consistent with the Functions established in Section 2 and guidelines and policies that have been or may hereafter be adopted by CSU.

28. CONSIDERATION

A. Auxiliary shall operate as an auxiliary organization as set forth in this agreement.

B. Auxiliary shall manage and operate the student union facilities in accordance with the bond indenture, the policies of the CSU, Campus, this agreement, and for the benefit of Campus.

29. APPLICATION OF STUDENT UNION FEES

A. Pursuant to the CSU Systemwide Revenue Bond program, retirement of the debt incurred by CSU for the construction of the student union is to come from a mandatory student union fee to be paid by all enrolled students. After required funds have been set aside for debt service and all reserves, CSU agrees to make available to Auxiliary a portion of any remaining funds, as authorized by Education Code, Section 90076. CSU agrees to transfer such funds, if any, in the Student Union Net Revenue Fund account and/or applicable Trust Fund account, in the following circumstances:

1) Auxiliary shall be entitled to a transfer of funds as required for operating purposes. The transfer for operating purposes will be based on needs as shown in the operating budget and approved by the campus' Chief Financial Officer or designated staff subject to the availability of such funds.

2) Additional transfers of revenue may be made for extraordinary expenses as requested by Auxiliary and approved by the campus' Chief Financial Officer or designated staff, subject to the availability of funds.

B. This Section shall be subject to and construed in conformity with the Indenture of the Trustees of the CSU adopted April 1, 2002 authorizing the issuance of Systemwide Revenue Bonds and made a part of this agreement.

30. BUILDINGS, SIGNS, FIXTURES, AND EQUIPMENT

During the term of this Agreement, Auxiliary shall have the right to erect, place, and attach buildings, fixtures, signs, and equipment in and upon the leased property. Plans and working drawings for buildings to be placed on the leased land shall have prior approval of CSU. The number, size, and location of signs are subject to prior written approval of the Campus. Fixtures, signs, and equipment so erected, placed, or attached by the Auxiliary shall be and remain the property of the Auxiliary and may be removed there from by the Auxiliary prior to the termination of this lease.

31. ALTERATIONS

The leased premises shall not be altered or changed in any manner or respect without the written consent of the Campus, and changes that may be authorized shall be made under the direction of the Campus and at the expense of Auxiliary. Permanent alterations shall have prior approval of Campus.

32. RIGHT OF ENTRY

It is understood and agreed that at any time CSU and its agents shall have the right to enter the leased premises or any part thereof for the purpose of examination or supervision.

Care, maintenance, and repair of the leased property shall be provided as follows:

- A. Care and Maintenance: Auxiliary agrees to keep and maintain the leased property in a clean and orderly condition and shall at its own expense, at reasonably frequent intervals, and in a lawful manner dispose of all waste from the leased property.
- B. Repairs: Auxiliary agrees to keep the leased premises in good repair.

33. RESTORATION OF PREMISES

Upon termination of this lease, CSU shall have the option to require Auxiliary, at its own expense and risk, to restore the demised premises as nearly as possible to the condition existing prior to the execution of the lease, with the exception of normal wear and tear.

But, if Auxiliary shall fail to do so within 90 days after CSU's option, CSU may restore the property at the risk of the Auxiliary and all costs and expenses of such removal or restoration shall be paid by Auxiliary upon demand of State. CSU shall have the right to exercise this option within 30 days after the expiration of this lease, but not thereafter.

34. MORTGAGES

Auxiliary shall not have the right to subject this lease to any mortgage, trust deed, or other security device without the written consent of CSU.

35. POSSESSORY INTEREST

The County Assessor may value the possessory interest created by this lease, or any subleases. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. The lessee is obligated to pay this property tax, and failure to do so may be considered a material breach of the lease."

36. ASSIGNMENTS OR SUBLEASE

Auxiliary shall not assign or sublease any part of the premises covered by this lease without the written permission of CSU.

CSU agrees, however, that Auxiliary may sublease any portion of the premises with the approval of the Campus. Substantial deviation from CSU's policy and model sub-leases requires the approval of the Campus.

Subleases may be written with terms in excess of this agreement: however, the continuation of the sublease past the term of this Agreement is contingent on this Agreement's renewal.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

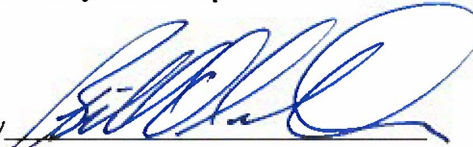
Approved: June 30, 2020

California State University, Sacramento

By Robert S Nelson
Robert Nelsen, President

Executed on 5, 20, 2020

University Union Operation of CSUS, Inc.

By 
William Olmsted, Executive Director

Executed on July 1 2020

California State University, Office of the Chancellor
Contract Services and Procurement

By Verna Ale Paniani

**List of Functions and Student Programs
Exhibit A**

Purposes and Functions

The University Union and the WELL are the community centers for the University, for all members of the University family—students, faculty, administration, staff, alumni and guests. It is more than just a building. It is also services and programs, which together represent a well-considered plan for the community life of the University.

The University Union and the WELL provides for the services, conveniences and amenities the members of the University family need in their daily life on the campus and for getting to know and understand one another through informal association outside the classroom. As the community center, the Union provides support for University community relations and public service and acts as the living room of the campus as we host the larger community.

The University Union and the WELL are part of the educational program of the campus. Its program and organization serve as a laboratory for citizenship, training students for social responsibility and for leadership. Through its boards, committees, and staff it provides a cultural, social and recreational program aiming to make free-time activity a cooperative factor with study in education. It encourages activities, which give maximum opportunity for self-realization and growth with a goal of the development of persons, as well as intellects. The Union WELL Inc. supports the view that what a student does educationally in the hours outside the classroom is of major importance and that the Union can assist in giving an additional dimension to education—vastly expanding the time and the means through which the University educates.

Finally, and not incidentally, through its programs, services and facilities the University Union and the WELL intends to serve as a unifying force in the life of the University and its family, cultivating enduring regard for and loyalty to the University.

In light of the Statement of Purposes and Functions for the Sac State University Union and the WELL, it is helpful to examine how these are in fact applied or intended to be applied to individual services and programs and how they are woven into the organizational structure and operations. What follows is a description of implementation, application and direction for Union operations based on the guidance of the Statement of Purposes and Functions.

Perhaps the most obvious, yet least understood of Union and the WELL functions, are the Food Services. The usual perception that they are only a business to service the sustenance needs on the campus is a most dramatic misunderstanding. Certainly, we feed the campus community when it needs to be fed, and certainly the Food Services are run in a business-like manner. Since no other funding or support is received, it must be a self-supporting business. There is no alternative, and often revenues from food services must support other important programs and services that cannot support themselves and cannot be funded from any other

source. Yet, at the same time, unlike a business away from the educational environment, no profit to the University is added for the benefit of individuals, stockholders or management. So even at this basic level, the concept that we are different begins to build a foundation on that difference.

Beyond the sustenance and business underpinnings, looking closely at specific Union and the WELL food operations will show an ever-broader tie to the overall Union and the WELL Mission. For example, beer and wine sales in the Union are provided primarily to encourage informal association among students, faculty and staff, guests, and all of the campus membership in their life outside of the classroom. In addition, it allows us to teach social abilities and appropriate development of personal ethics and standards. It provides an enhancement of participation in social functions such as receptions, luncheons, dinners and public affairs events.

Even more specifically, areas such as the Hive (Round Table Pizza), Starbucks, the Hornet's Nest, and Epicure Restaurant in the Union are designed to enhance personal interaction and to provide life growth situations for students. They offer the variety, interest and enjoyment necessary to welcome guests and provide a positive environment which allows the educational process to best succeed. From a purely business or sustenance standpoint, there would be no catering to lubricate the flow of discussion and enhance the social and cultural interaction of the campus membership, no special menus to offer insight into cultural difference and values, no Hive or Starbucks would exist to make the campus life a more viable and supportive experience. There would be no Food Service tables for study. Waiter/waitress services in Epicure Restaurant and multiple food options in the Nest are all there only as a function nearly unrelated to either business or sustenance.

Food Service then, to properly function in the University Union environment, exist as a needed service, yet more importantly they exist to enhance an environment in which instruction can be more effective, interaction more beneficial, employees more productive, experiences more broadening, life more interesting, personal standards more developed and hospitality more inviting. They are a tool to make education and our campus a welcome and broad experience. From coffee hours to conferences, cultural receptions to staff-work breaks and from formal dinners to student class discussions, in each and other interaction Union food services must become a partner in the University's overall educational mission.

As another service of the University Union and the WELL, lounges, workout areas, and games areas must provide more than a place to be. They must be designed and operated with the goal of encouraging study, both within their environment and as a result of being refreshed when leaving, developing the habit of balance and lifetime wellness.

They must provide the opportunity for the interaction of individuals and the development of the person. Learning must be easier as a result of mental and physical experiences in these areas. Expansion of perspectives and standards must be inherent throughout. Art on the walls and in the exhibit areas must stretch the person and guide toward excellence. Exhibits are presented to offer the best of student work, later purchased for permanent display. Exhibits offer faculty and community work, academic department presentations and national

shows. Works from all styles and cultures and points of view are selected to enhance the environment and increase perceptions. Works from skilled artisans become part of the daily experience. The Terminal Lounge, for music Listening and magazine libraries must relax and renew, bring people together and offer new horizons as well.

In The Store and at the Information Desks, needs to ease daily life must be offered to our students, staff and guests. Memories of the University strengthened and pride in participation and belonging to the campus supported and encouraged. Pencils, batteries and test supplies combine with souvenirs, gifts and campus postcards to create support, enjoyment, and participation in and regard for and by all members of the University family. As a business, it provides neither dollars nor reason for being but as an enhancement of campus life, it becomes valuable. Cards and gifts give individuals an opportunity to come together with and relate to others. Information and assistance offer opportunity for an ease of participation in campus programs and services. Safety, security and convenience are enhanced by personal contact availability. Guests are made to feel welcome. Income may be a means to enable but the purpose comes from services provided, guest visits enhanced, and campus life improved.

Event arrangement assistance, scheduling process and event facilities are all offered in a way to encourage the coming together of individuals. Individuals of life interests support and develop each other's minds and physical selves.

Individuals of different cultures and ideologies cause growth and understanding in each other. Concepts provided through instruction are developed, weighed, tested and become part of the individual through out-of-class lectures, discussions, social and cultural events, performances, organizational meetings and planned workshops. Professionals grow and disciplines interact and support each other. Faculty members become colleagues, students find mentors, and understanding flows from group-to-group and individual-to-individual within our family and to its community.

Facilitating the process allows focus on content and people. Enhancing the environment allows the creativity of the event to dominate. Providing support for needs allows remembering the event, not the problems. Facilities and services make possible the existence of the campus club, the business workshop and extended learning programs. Supportive assistance from the Union and the WELL in the use of these facilities and services make possible positive contributions to the campus by others and cultivates a significant regard for the campus in general and its internal subgroups in particular.

Hundreds of activities and programs each offered year by the Union program group known as UNIQUE encourage the self-development of the individual. The social, cultural and recreational activities bring together the student of varying interests and expose the unusual and the new to broader understanding. The perspective of the University family toward the University itself becomes more positive. Participation increases in all other University offerings. Time and means to educate is expanded, contact with students is increased. Alternate perspectives to the arts and the intellect are presented. Through these activities programs individuals grow and develop, expand horizons and reach out to each other. The

Community interacts with the University and the University better serves its community. Because of UNIQUE's activities, students and staff, faculty and alumni are able to draw a larger picture of their educational, social and personal life and the University becomes of greater value and importance to all.

Finally, the Union WELL Inc. organization itself, the Board of Directors, Advisory Groups and committees of volunteers are organized and function in a manner, which will bring together all segments of the University family. To include students, faculty, administrators, alumni and community in the discussions, guidance and operation of the Union is not happenstance or simply policy.

Interaction of individuals, support of diversity, recognition of other's needs, cooperative productivity, positive valuation of the University, student growth and leadership training are all designed as inherent purposes and functions of the organization's structure. Professional staff support is provided to assist focus and to ensure continuity and enable progress. Yet volunteer and student assistant membership in the organizational operation is vital and major, both in size and importance. Quality, excellence, goal-oriented progress and business-like operations are fundamental. Likewise, leadership development, student growth, educational interaction and community service must be inextricably woven into the fabric of the organization and its every decision and detail if the purposes and functions are to be carried out by its programs.

The physical building and the business operations are means, they are relevant only insofar as they either support or detract from the programs, purposes, services and activities of the University Union and the WELL. The University Union and the WELL itself is also unquestionably a means. We are also relevant only insofar as we either support or detract from the purposes and functions of the University and as we pursue the education of service to our family members and our community at large. The Union is only relevant as we increase pride and participation and commitment to the total University life.

Looking back on the above examples, it becomes apparent that the quality of life, the growth of the individual, the service to the community and the support and enhancement of the institutional and educational process must be considered in each and every University Union and the WELL standard, process, policy, program function and operation. From custodial and maintenance standards to quality of programs presented, from menu selected to hours of operation, each and all must focus on how they support or detract from our total purpose and function. Each detail must support the whole. The whole then becomes the University Union and the WELL.

Quality must be higher than expected, results better than anticipated, cleanliness greater than usually found. The atmosphere must be less institutional and service more individual and personal than the typical. Function must serve more appropriately, programs enhance to a greater degree and facilities be more inviting than expected. The staff, the consumer, the participant, the Board, the guest, the educational process, the facility, the purpose and the standards, together they constitute the University Union Operation of CSUS Inc operating both the University Union and the WELL.

UNIVERSITY UNION FIRST FLOOR

Information Desk

Union and Campus information, bus schedules, brochures, customer assistance.

ATMs

Chase, Bank of America and Golden One Credit Union (just outside the Union's West entrance)

The Store

convenience store sundries, school supplies, candies, notions, beverages and snacks.

Games Room

Video games, Foosball, table tennis, billiards, tournaments.

Epicure Restaurant

Open to the public daily. Waiter and waitress luncheon service. May also be reserved for special events during breakfast, dinner and weekend hours.

Hornet's Nest Food Court

Featuring Buzz Burger Bar, Gordito Burrito, Panda Express, Good Eats, and The Roost restaurants.

Brown Bag area

Bring your own food, seven microwaves, two toasters provided to warm things up.

Ace Sushi

Diverse menu of visually appealing familiar and unique sushi-inspired offerings including a generous selection of roll of every imaginable kind.

Starbucks

Enjoy all your favorite handcrafted Starbucks hot and cold beverages, plus a wide assortment of foods for meals or snacks, such as sandwiches, paninis, salads, yogurt, fruit, baked goods and Starbucks own Protein Boxes and Bowls. Jamba Juice-Fruit smoothies, oatmeal, and light food offerings.

Mothers Lounge

a private space where lactating mothers are welcome to pump or nurse. The room is equipped with a comfortable chair, small table, sink, changing table and electrical outlets. Nursing mothers may check out a key from The University Union's Information Desk. Photo ID required.

Crisis Assistance & Resource Education Support (CARES)

Provide support to students who are in crisis or experience unique challenges to their education. They coordinate referral to campus and community resources and offer follow-up support to address a variety of student issues.

PRIDE Center

Promotes gender equity by providing educational programs, support, and advocacy for campus community.

Vending Machines

Featuring soda, water, milk, juice, ice cream, coffee, and assorted snack type foods.

Round Table Pizza at the Hive

Pizza, Wings, sandwiches, salads, and soda. Beer and wine also served, for consumption in the vendor space.

Redwood Room

The location for performances, concerts, lectures and speakers on a scheduled basis, and a multipurpose room for special events, films, concerts, dances, conferences, meetings, dinners and lectures scheduled through the Union Arrangements Office.

Sign shop

small signage assembly area for Union programs and services.

Union lobby

Event schedules, building directories, Once Card station, printers and computer workstations.

Epicure Catering Office

Central office for the Campus Catering Manager and arrangements staff.

Epicure Catering Supervisor Office

provides logistical supervision of servers and setup for catering operations.

Epicure Main Kitchen

Main catering kitchen for the campus, also prepares food for other Dining Services operations in the Union.

University Police Service Center

Satellite office of the Sac State Police Department, this location offers the Main campus Lost & Found, bike registration, Live Scan Fingerprinting Services.

ASI Student Engagement and Outreach

Provides a large array of services for CSUS students. Radio Station KSSU, Safe Rides, ASI Marketing and Event Planning, leadership programs, and a food closet program.

Outdoor Recreation

This ASI program area offers Peak Adventures backpacking and outdoor recreation trips, ski rentals and bicycle service.

UNIVERSITY UNION SECOND FLOOR

Fireplace Lounge

General lounge facilities - fireplace is inactive.

2nd floor Open Lounge

General Lounge Facilities in a wide open space.

North Lounge

General lounge facilities

Women's Resource Center

The WRC cultivates a safe space where students can be empowered and affirmed. They strive to provide the campus with programs that offer a platform for discussions with a feminist lens and a focus on current gender identity issues. They seek to empower students by providing programs and workshops to challenge sexism, socialized gender roles, and the patriarch.

Dean of Students

The **Dean of Students Office** serves as a central resource for both students requiring support as well as anyone concerned about a student who may be struggling with a crisis, conflict, or a need for greater connection with community life. The Office is also responsible for administering the CSU student disciplinary process at Sacramento State.

Student Computer Lounge

A room featuring multiple computer workstations and printers, available for use on a short term basis. Additional computers are located throughout the 2nd floor.

Union Gallery

Student, community and alumni art exhibits and artist receptions. Special traveling exhibits and departmental offerings.

Union Event Services Office

Room reservations and scheduling for all Union and food service facilities. Provides AV equipment, food service and room setups for meetings, dinners, receptions, conferences and other special events. Schedules all student events for all campus facilities and all catering services for the campus.

Orchard Suite (I, II and III), Forest Suite (Oak and Walnut Rooms), Cottonwood Suite (I,II,III)

Eight meeting and event rooms of various sizes which may be arranged to fit individual needs. Audiovisual equipment and food services are available. Contact the Union Event Services Office to schedule these and other Union meeting spaces.

Meditation Room

A place to relax and escape from the daily pressures of academic life.

Footwashing Room

space provided for the rituals of footwashing/ablution, practiced by various religions and cultures.

Student Organizations and Leadership Office

Student club and organization advising, recognition and information. Student event policy information is available, as are club mailboxes. The organizational Activities Advisors facilitate all campus activities and events.

UNIVERSITY UNION THIRD FLOOR

The Summit Room, The California Suite (Coastal and Mountain Rooms), The Delta Room, Foothill Suite (Auburn and Folsom Rooms), Pacific Suite (I,II,III)

Ten meeting and event rooms of various sizes which may be arranged to fit individual needs. Audiovisual equipment and food services are available. Contact the Union Event Services Office to schedule these and other Union meeting spaces.

Valley Suite (Miwok and Maidu Rooms)

Informal lounge/meeting rooms available for scheduling by organizations and departments.

Green and Gold Room

Room geared for “board style meetings” and smaller lecture style setups. Flat screen monitor and data hook ups built into the room.

Canyon Room

Conference room. Seats 14 with large windows.

Capital Room

Conference/meeting rooms with around-the-table seating for 24.

University Union UNIQUE Programs

Provides over 200 all-campus events annually, produced by more than 35 volunteer students, originate from this office. Contact the Union Program Advisor for information about how to assist with special events, cultural programs, concerts, lectures, and other various performances and activities.

THE LAB

Graphic design & production services.

Union Administration Office

Union programs, services, operations, and management.

Union WELL IT and Facilities Office

IT, Custodial, and Maintenance administration for both the University Union and The WELL.

ASI Government Office

Student Body President, Vice President, Directors, and support staff offices. Mailboxes for ASI Boards and committees. ASI Executive Director Office.

ASI Human Resources Office

HR services for all Associated Students administration, programs, and services.

ASI Student Shop

Check cashing, ticket sales, student health insurance, money orders, traveler's checks, caps and gowns sales, diploma fees. Club and organization banking.

ASI Business Office

Accounts payable/receivable, payroll, general business administration and IT for all Associated Students administration, programs, and services

Mothers Lounge

A private space where lactating mothers are welcome to pump or nurse. The room is equipped with a comfortable chair, small table, changing table and electrical outlets. Nursing mothers may check out a key from The University Union's Information Desk. Photo ID required.

UNIVERSITY UNION BUILDING SERVICES

Restrooms and multi user, and single-user, all gender facilities

Located on each floor.

Internet Connections

20 hardwire Internet connections throughout the Union.

Wireless Internet Connections

Wireless connections for personal computer use. Requires a SAC link Account.

THE WELL FIRST FLOOR

Information Membership Desk

Campus information, bus schedules, brochures, customer membership assistance, class registration.

Vending Machines

Water, juice and assorted snack type foods are available.

Court Complex

Courts for basketball, volleyball, badminton and more.

Mac Court

A multi use court for basketball, volleyball, indoor soccer, roller hockey and the like.

WELL Lobby

The welcoming area of the WELL, includes the Recreation and Student Health Services Unit.

Student Health Services

The Student Health Center, subleased space, will provide health and psychological services

in this location. Primary and Urgent care clinics, preventive health services, retail optometry, pharmacy, nutrition center, laboratory services, imaging services and psychological services are all offered by the Student Health Center, subleasing space from the WELL.

Recreation Program Offices

Recreation Programs Administration and program services headquarters. The campus recreation offers participation in most fall and spring intramural sports as well as intercollegiate competitive sports clubs.

Fitness

Fitness classes and Fit Trainers will be offered in the fitness area of the WELL. This includes fitness testing, sessions with trainers, fitness classes like aerobics, yoga, etc.

Fit Trainers Meeting Area

Office areas for Fit Trainers to consult with their clients.

Cardio and Fitness Space

Over 13,860 sq feet of cardio, strength and weight machines spread over 2 levels. Free weights are on the first floor.

Rock Climbing Wall

A climbing wall and bouldering area will be available for open recreation climbing as well as classes, programs.

Locker Rooms

Men's and Women's Locker rooms available for day use in first floor lobby.

Cabaña Locker rooms

Special designated locker rooms for differently-abled individuals (especially those with opposite sex aids), transgender students, and others that require additional privacy.

University Union Operations of CSUS Inc. Business Office

WELL transactions reconciliation and accounting and banking.

Equipment Check Out Room

Check out of basketballs volleyballs, exercise balls and any other equipment available for utilization in the center. Retail clothing will also be available.

THE WELL SECOND FLOOR

Lounge

A unique space overlooking the Climbing Wall of the WELL. A seating area for relaxation, reading, studying and individual conversations.

Cardio and Fitness Space

Over 13,860 sq feet of cardio spread over 2 levels. cardio is primarily on the second floor.

Fitness Studios (Klamath, Rubicon and Feather)

Three (3) fitness studios to hold fitness classes and programs offered for students, Faculty and staff.

Jogging Track

1/8 of a mile jogging track above the gym.

Racquetball Courts

4 glass enclosed racquetball courts.

Conference Center (Shoreline, Aspen, Meadow, and Vineyard) Rooms

The Center is dedicated to recreational related programming and training sessions. As space permits, events, receptions and meetings may be booked into these rooms. The rooms are of

various sizes which may be arranged to fit individual needs. Audiovisual equipment and food services are available. Contact the Union Arrangements Office to schedule these and other Union meeting spaces.

Staging Kitchen

A small pantry type kitchen is available to facilitate catering and food preparation in the WELL.

THE WELL BUILDING SERVICES

Restrooms and multi user, and single-user, all gender facilities

Located on each floor.

Artwork

Student, community and alumni art exhibits is displayed throughout the building.

Wireless Internet Connections

Wireless connections for personal computer use. Requires a SACLink Account.

Intramurals

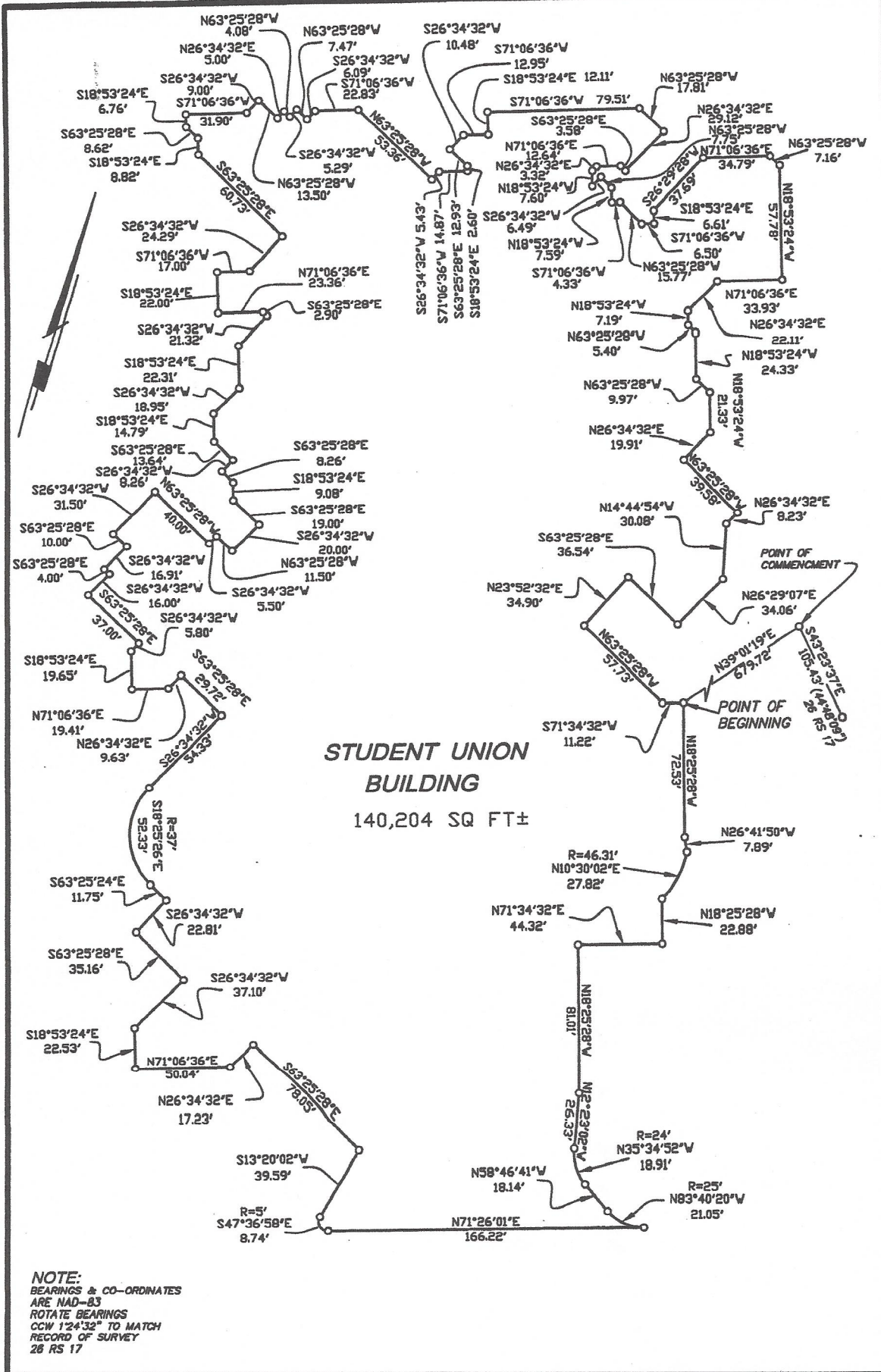
Intramural's are open to all Sac State students, faculty, and staff and we encourage you to join the fun. Most of our sports are played in the late afternoon or evening, Monday through Thursday. Most teams play with the choice of Monday/Wednesday or Tuesday/Thursday. Seasons typically last 5 weeks long with 1-2 weeks of playoffs. Tennis; Flag Football; 3 on 3 Basketball; 5 on 5 Basketball; Soccer; Volleyball; Indoor Soccer, Floor Hockey; Tennis, Etc.

Fitness Classes

ZUMBA, Body Sculpting, Yoga Pilates, Hip Hop Aerobics, Spin, Boot Camp, Karate, Etc.

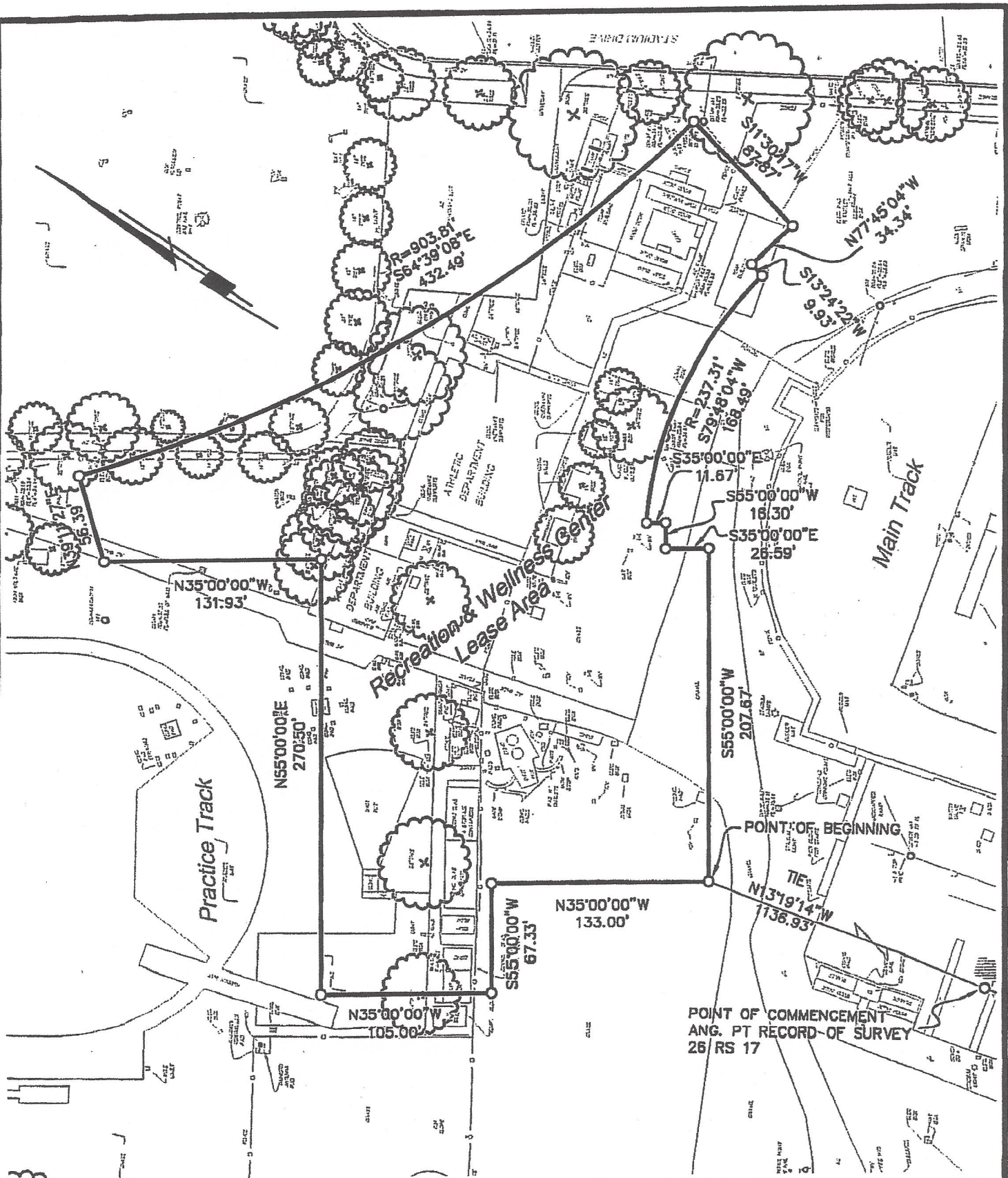
Personal Trainers

Personal training sessions with a trainer.



NOTE:
 BEARINGS & CO-ORDINATES
 ARE NAD-83
 ROTATE BEARINGS
 CCW 1'24'32" TO MATCH
 RECORD OF SURVEY
 28 RS 17

REVISION	JOB NO. 1409-024	TITLE: EXHIBIT "B"	G.A. YOUNG CONSULTING P.O. BOX 1489 FOLSOM, CALIFORNIA ZIP-95763-1489 TEL. 916-608-1686
	DATE: 1-2015	STUDENT UNION BUILDING	
	F.B. 39 PAGE:	CALIF. STATE UNIV. SACRAMENTO	
	SCALE: 1"=80'	CLIENT: CSUS	
	DRAWN BY: JY	CHECKED BY:	
CSUS-HAD&S/CSUS STUDENT UNION/DWG/1409-024.DWG		Project CSUS STUDENT UNION	



JOB NO. 0702-018
 DATE: 4-2007
 F.B. PAGE:
 SCALE: none
 DRAWN BY: JV
 CHECKED BY:

TITLE: *Exhibit "B"*
Recreation & Wellness Center
Lease Area
 CLIENT: *California State University, Sacramento*

G.A. YOUNG CONSULTING
 P.O. BOX 1489
 FOLSOM, CALIFORNIA
 ZIP-95788-1489
 TEL. 916-608-1586



Conflict of Interest

The purpose of the conflict of interest policy is to protect the exclusive rights and integrity of information, services, and various interests of Union WELL Inc.

A conflict of interest is any situation in which a Board member has a personal economic interest that has the potential of being in conflict with the best interests of Union WELL Inc. Examples of conflict of interest situations include but are not limited to the following:

- Investing in stock with any supplier of Union WELL Inc. where Union WELL Inc. purchases are a significant influence to the supplier's performance.
- Engaging in any transaction or employment that is competitive with the activities or objectives of Union WELL Inc.
- Engaging in any transaction or employment that could be considered supplying goods or services to Union WELL Inc.
- Purchasing property or goods for personal use at prices negotiated for Union WELL Inc.
- Participating in any personal financial dealings with any individual or business organization furnishing merchandise, supplies, property or services to Union WELL Inc.
- Accepting gifts, favors or conveniences that go beyond the moderate courtesies associated with good business practices.
- Using any Union WELL Inc. information that is not a matter of public record for personal gain during or after the tenure with the Union WELL Inc. Board of Directors.
- Using any items, written material or graphics produced for Union WELL Inc. for personal gain during or after service with Union WELL Inc.
- Using any Union WELL Inc. equipment or resources for personal gain.

It should be noted that a conflict of interest situation may also result from a Board member's family member or friend's dealing with Union WELL Inc.

Good judgment, high ethical standards and honesty are a must in all business dealings. Even the appearance of a possible conflict of interest should be avoided. If a board member questions whether a situation represents potential conflict of interest, the board member should discuss it immediately with the Board of Director's Chair Person or the Executive Director of Union WELL Inc.

Board members involved in conflict of interest situations may be subject to removal from the Board of Directors.

Board members should also be aware that the Union WELL Inc. Board of Directors is governed by the California Corporation Code: Sections 5230, 5231, 5232, 5234, 5237 and 5239 and the Education Code.

Your signature below verifies that you understand this conflict of interest statement and willingly accept responsibility for full disclosure and compliance.

Robert S. Nelsen

Printed Name

Robert S Nelsen
Signature

6-30-20

Date

UNIVERSITY UNION OPERATION
OF
CALIFORNIA STATE UNIVERSITY, SACRAMENTO

RESOLUTION

WHEREAS provisions of Sections 42400 to 42601 inclusive of Title 5, California Administrative Code have caused the following provision in the University lease:

Expenditures for Public Relations

With respect to expenditures for public relations or other purposes which would serve to augment STATE appropriations for operations of the UNIVERSITY, LEASEE may expend funds in such amount and for such purposes as are approved by LESSEE's governing body. The LESSEE shall file with the Chancellor of the California State University and Colleges a statement of the LESSEE's policy on accumulation and use of public relation funds. The statement will include the policy and procedures on solicitation of funds, source of funds, purposes for which the funds will be used, allowable expenditures, and procedures of control:

Therefore be it

RESOLVED, That it be the policy of the University Union Operation of California State University, Sacramento that neither the University Union nor any of its employees in the name of the University Union shall, for purposes of the University Union operations or of the University, engage in any solicitation, accumulation or expenditure of funds for public relations which would in any manner augment State appropriations for operations of California State University, Sacramento; and be it

RESOLVED further, That the Union Director is hereby directed to ensure compliance with such policy and to file, by copy, this resolution and policy with the Chancellor of the California State University and Colleges.

I hereby certify that the above resolution was adopted by the Board of Directors of the University Union Operation of California State University, Sacramento at a regular meeting held at Sacramento, California on January 30, 1975.

Signed: _____

Sara C. Gause
Secretary

A0734390

RESTATED ARTICLES OF INCORPORATION OF
UNIVERSITY UNION OPERATION OF
CALIFORNIA STATE UNIVERSITY, SACRAMENTO,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

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

OCT 28 2012

The undersigned certify that:

1. They are the Chair of the Board and the Secretary-Treasurer, respectively, of the University Union Operation of California State University, Sacramento.
2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

I

The name of this corporation is UNIVERSITY UNION OPERATION OF CALIFORNIA STATE UNIVERSITY, SACRAMENTO.

II

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. It shall conduct its operation in conformity with regulations established by the Trustees of the California State University and Colleges and approved by the Director of Finance as required by the California Education Code, Section 89900.

III

This Corporation shall be operated as an integral part of the education program of the California State University, Sacramento, hereinafter called the "University," as required by the California Administrative Code, Title V, Section 4240I; and its operations shall be integrated with University operations and administered or supervised by the existing University administrative organization as required by the California Administrative Code, Title V, Section 4260I(c).

IV

The specific purpose of this corporation is to promote and assist the educational program of the University or such institution as shall succeed to the properties and functions of said University; to apply the funds and properties coming into its hands toward furthering the educational program carried on or approved by the administrative officers of the University; and to carry on other charitable and educational activities associated with this purpose as allowed by law. This Corporation shall not carry on any activities not approved by the administrative officers of the University.

V

This Corporation is not organized, nor shall it be operated, for pecuniary gain or profit, and does not contemplate the distribution of gains, profits or dividends to its members or to any private shareholder or individual. The property, assets, profits, and net income of this Corporation are irrevocably dedicated to the charitable purposes set forth in Article IV, and no part of the net earnings of the Corporation shall inure to the benefit of any member, director or officer of the Corporation or any private individual, except that reasonable compensation may be paid for services rendered by employees of and agents to and for the Corporation.

VI

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

VII

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

VIII

All corporate property is irrevocably dedicated to the purposes set forth in Articles II and IV, above. No part of the net earnings of this corporation shall inure to the benefit of any of its directors, trustees, officers, members, employees, or to the benefit of any private persons.

IX

Upon dissolution of this corporation, net assets other than trust funds shall be distributed to one or more nonprofit corporations organized and operated for the benefit of the California State University, Sacramento, or the students or the students and faculty at that University, such successor to be recommended by the Board of Directors and approved by the President of California State University, Sacramento and by the Chancellor ~~Trustees~~ of the California State University. Such successor nonprofit corporation or corporations must be qualified for federal income tax exemption under Sections 501(a) and 501(c) (3) of the United States Internal Revenue Act of 1986 and be organized and operated exclusively for charitable, scientific, literary, or educational purposes, or for a combination of said purposes. In the alternative, upon dissolution of the corporation, net assets other than trust funds shall upon approval of the President of California State University, Sacramento, and the Board of Trustees of the California State University, be distributed to the California State University, Sacramento.

If, upon dissolution, 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 this Corporation's principal office is located upon petition therefor by the Attorney General by any person concerned in the liquidation. In no event shall any assets be distributed to any member, director, or officer of this Corporation.

X

The Articles of Incorporation of this Corporation shall not be amended except with the affirmative vote or written consent of not less than 80% of the members of the Board of Directors.

XI

Notwithstanding anything to the contrary which may be expressed or implied in the Articles of Incorporation, this Corporation shall act in accordance with the following provisions:

- (A) This Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of Internal Revenue Act of 1986.
- (B) This Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Act of 1986.
- (C) This Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Act of 1986.
- (D) This Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Act of 1986.
- (E) This Corporation shall not make taxable expenditures as defined in Section 4945(d) of the Internal Revenue Act of 1986.

XII


Pursuant to California Corporations Code section 9913(a) the corporation elects to be governed by all of the provisions of the California Nonprofit Public Benefit Corporation Law.

- 3. The foregoing Amendment and Restatement of Articles of Incorporation has been duly approved by the Board of Directors.
- 4. The corporation has no members.

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

Date: September 19, 2012


Demetrio Gonzalez, Chair of the Board


Diljeet Virk, Secretary-Treasurer



I hereby certify that the foregoing
transcript of 3 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

NOV 08 2012

Date: _____ *m*

Debra Bowen
DEBRA BOWEN, Secretary of State



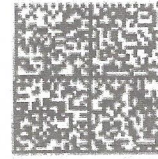
Debra Bowen
 Secretary of State
 Business Programs Division
 P.O. Box 944260
 Sacramento, CA
 94244-2600



REGISTER TO VOTE

Voter Registration/Voter Fraud Hotline
 Call 1-800-345-VOTE
 e-mail: comments@ss.ca.gov

PRESORTED
 FIRST CLASS



02 1M \$
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 MAILED FROM ZIP C

UNIVERSITY UNION & THE WELL
 6000 J ST
 SACRAMENTO CA 95819-6138

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