

**OPERATING AGREEMENT AND LEASE  
NO. D09-04  
BETWEEN CALIFORNIA STATE UNIVERSITY (CSU)  
AND  
ASSOCIATED STUDENTS, CALIFORNIA STATE UNIVERSITY, FULLERTON, 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 (hereinafter called 'CSU', 'University', 'Campus' and 'University President') and the Associated Students, California State University, Fullerton, Inc. (hereinafter called 'Auxiliary').

Upon full execution, this agreement will supersede existing Agreement No. D08-04, executed August 13, 2010, and shall be effective through June 30, 2025, unless sooner terminated as herein provided.

**1. PURPOSE**

The purpose of this agreement and lease is to set forth the terms and conditions under which Auxiliary may operate as an auxiliary organization pursuant to Education Code Sections 89900 et seq. and Sections 42400 et seq. of Title 5 of the California Code of Regulations (CCR).

The referenced CSU facilities are Titan Student Union, Student Recreation Center, and Children's Center. In entering into this agreement, CSU finds that certain functions important to the mission are more effectively accomplished by the use of an auxiliary organization rather than the usual state procedures.

**2. PRIMARY FUNCTION OF THE AUXILIARY**

In consideration of receiving recognition as an official auxiliary organization of the CSU, Auxiliary hereby agrees, for the period covered by this agreement, to perform the following functions authorized by Section 42500, Title 5, CCR, which are activities essential and integral to the educational mission of the University:

1. *Student Body Organization Programs, which includes the operation of a Children's Center for children of students, faculty and staff of the University;*
2. *Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance*
3. *Student Union Programs, which includes the operation of facilities, services, and activities, as well as the operation of a Recreation/Fitness program and center for the campus community;*
4. *Administration of Instructionally Related Activity Programs, which is addressed in a separate agreement;*
5. *Accounting services and event functions for the Athletic department, which are addressed in a separate agreement;*
6. *Gifts, bequests, devises, endowments, trusts and similar funds;*

7. *Public relations, fundraising, fund management, and similar development programs;*
8. *Acquisition, development, sale, and transfer of real and personal property including financing transactions related to these activities; and*
9. *Other functions requested by the State or University and agreed by the Auxiliary.*

Auxiliary further agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering these purposes. Prior to initiating any additional functions, Auxiliary agrees to amend this existing operating agreement.

### **3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW**

The responsibility and authority of the campus president regarding auxiliary organizations is outlined in Title 5 Section 42402, which in part requires that auxiliary organizations operate in conformity with policy of the Board of Trustees and the campus. The campus President has been delegated authority by the CSU Board of Trustees (Standing Orders Section IV) 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 established by the University President and shall be overseen by the campus Chief Financial Officer or designee so as to assure compliance with objectives stated in Title 5 Section 42401.

Auxiliary agrees to assist the University President and his or her Chief Financial Officer or designee, in carrying out the compliance and operational reviews required by applicable Executive Orders and related policies.

### **4. OPERATIONAL COMPLIANCE**

Auxiliary agrees to maintain and operate its organization in accordance with all applicable laws, regulations and policies promulgated by the Federal Government, the State, Chancellor and Campus on which the Auxiliary operates. Failure of Auxiliary to comply with any term of this agreement may result in the removal, suspension or placing on probation of Auxiliary as an auxiliary organization in good standing. Such action by CSU may involve the limitation or removal of Auxiliary's right to utilize the resources and facilities of Campus (ref. Title 5, CCR, 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.

### **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 1** 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 Section 42408 of Title 5, CCR regarding fiscal audits. All fiscal audits shall be conducted by auditors meeting the guidelines established the Integrated CSU Administrative Manual (ICSUAM).

The campus Chief Financial Officer shall submit to the Chancellor's Office (see Notices below) the written evaluation of the external audit firm selected by the Auxiliary. This review must be conducted annually and prior to entering into an engagement letter with an external audit firm. If the Auxiliary has not changed auditor and the audit firm was previously subjected to this review only a limited review need be submitted.

#### **8. 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 Articles of Incorporation, bylaws, tax status, bankruptcy, dissolution or change in name.

#### **9. FAIR EMPLOYMENT PRACTICES**

In the performance of this agreement, and in accordance with 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, marital status, sex, age, or sexual orientation or veteran's status. Auxiliary shall adopt employment procedures consistent with the policy statement on nondiscrimination and affirmative action in employment adopted by the CSU.

#### **10. DISPOSITION OF ASSETS**

Attached hereto as **Attachment 2** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed in accord with Section 42600, Title 5, CCR. For the period covered by this agreement, 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 and all net assets shall become the property of CSU.

Alternatively, upon termination or breach of this agreement, CSU, at its sole discretion, may require Auxiliary to transfer all assets in its possession to a successor nonprofit corporation qualifying as an auxiliary organization. This remedy shall be in addition to any other remedies available to CSU upon termination or breach of this agreement.

## **11. USE OF CAMPUS FACILITIES**

Auxiliary may use those facilities identified for its use in a lease agreement executed between Campus and Auxiliary.

Auxiliary may use 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.

## **12. 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.

## **13. 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. Delegation of 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 Sections 89720 and 66010.4(b).

### **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 Section 89720 of the Education Code.

### **C. Donor Rights**

All donors of gifts, bequests and personal property shall be treated openly and fairly in accordance with the "Donor Bill of Rights" found at: <http://www.calstate.edu/foundation/donor.shtml>.

## **14. INDEMNIFICATION**

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

## **15. 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 described in Technical Letter RM "RM 2011-04" 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 scheduled as additional insured or loss payee as its interests may appear.

## **16. LEASE OF PREMISES**

Pursuant to Education Code Section 89046 and Title 5, Section 42601, of the California Code of Regulations, Trustees lease to Auxiliary, and Auxiliary hires from Trustees, those certain premises including equipment therein, together with appurtenances, rights, privileges, and easements thereunto belonging or appertaining, on the campus of University, which is located in or near the City of Fullerton, County of Orange, State of California, see attached Attachment 3, area map.

The Titan Student Union is located on the west side of the California State University, Fullerton campus, near the intersection of Student Union Drive and State College Boulevard.

Planning associated with the expansion of the Titan Student Union building are underway at the time of this agreement's execution. The expanded facility and grounds shall not be considered a leased premise subject to the terms of this agreement until its construction is completed, and the University's acceptance of the project and the Auxiliary's beneficial occupancy of the facility takes place, expected by Spring 2017. At the time of the project's completion the specific boundaries of the expanded facility and grounds shall be specified in this lease and agreement by way of an addendum and updated supporting lease boundaries map.

The Student Recreation Center is located on the west side of the California State University, Fullerton campus, immediately north of the Titan Student Union building, and immediately east of the multi-level parking structure designated as State College Parking Structure.

The Children's Center is located on the west side of the California State University, Fullerton campus, immediately west of the sports stadium.

In addition to the specific description of leased premises described herein, and as illustrated in the supporting lease boundaries map (Attachment 1), it is further understood, with respect to all the leased premises (i.e. Titan Student Union, Student

Recreation Center, and Children's Center facility), that the physical perimeters of the leased areas include all hardscape walkways, landscape, irrigation systems, fencing, and site furniture, up to but not including curbing which abuts adjacent roadways. All roadways (including curbing, gutters, and storm drains) or other surface features outside the defined leased premises are the responsibility of the University and as such are excluded from the terms of the lease.

Emergency telephone call stations, fire hydrants, road/traffic signs, campus directional signage systems or other similar surface features installed and maintained by the University within the defined grounds of the lease, are specifically excluded from the terms of this lease.

Those underground utilities which exclusively serve the leased premises (i.e. underground sewer from leased facilities; power, water and gas to leased facilities; etc.) are the responsibility of the lease holder, up to and including the point of connection with university maintained campus-wide utilities (which may be outside the established lease boundary). All underground utilities which support campus infrastructure beyond the leased premises (i.e. electrical power, main water lines, sewer, telephone, data lines, etc.), are the responsibility of the University, regardless of their location within or outside the leased premise.

Subject to:

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

## **17. 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 and lease:
  - 1. Operating and maintaining for the students, faculty, staff, alumni and guests of University a student union facility and traditional student union activities including but not limited to the following: computer labs, music listening rooms, ticket sales (for example, sporting events, movie, amusement parks, events), lost and found, food service, pub, table games, video games, bowling, billiards, TV viewing, locker rental, graphic services (for example, flyers, brochures, posters, and web-site development), student club and related offices, study lounges, student leadership offices, banking and travel services, outdoor public gathering spaces, and conference center operations.

2. Conducting student body organization programs and services, and managing and/or providing a wide range of recreational, social, informational and traditional student activities including but not limited to the following for students, faculty, staff, alumni and guests of the University: children's center, legal referral, entertainment and educational productions (films, lectures, concerts, special events) funding for student organization councils (for example, IFC, Panhellenic and cultural programs), student government (student leadership opportunities), student health insurance, scholarships, part-time student employment opportunities, sports camps, and children's "Camp Titan".
  3. Operating and maintaining for the students, faculty, staff, alumni and guests of University a student recreation center facility and traditional recreation center activities including but not limited to the following: weight- and cardiovascular-fitness equipment rooms, non-credit fitness instruction/training, multipurpose fitness rooms (suitable for aerobics, yoga, stationary bike, and other such drop-in fitness activities), basketball courts, rock-climbing wall, running track, food services, locker room operations, fitness supplies sales, swimming pool operations, swimming instruction, intramural sports programs, and outdoor recreational offerings.
- B. Auxiliary may use the leased property only for functions and activities that are consistent with the guidelines and policies that have been or may hereafter be adopted by the State.
- C. The functions and activities listed in 21.1, 21.2, and 21.3, may be amended periodically to reflect the changing services and programs of the Auxiliary.

## **18. CONSIDERATION**

- A. Auxiliary shall operate as an auxiliary organization as set forth in this agreement.
- B. Auxiliary shall manage and operate the Student Union, Student Recreation Center, and Children's Center in accordance with the bond indenture, the policies of the Trustees of the California State University, and California State University, Fullerton.

## **19. APPLICATION OF STUDENT BODY CENTERS FEES**

- A. Pursuant to either the Student Union Bond Resolution or the CSU Systemwide Revenue Bond program, retirement of the debt incurred by CSU for the construction of the Student Union and the Student Recreation Center, is to come from a mandatory student body centers 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, 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 and Office of the Chancellor, 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 Office of the Chancellor, 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 part of this agreement.

## **20. BUILDING, SIGNS, FIXTURES, AND EQUIPMENT**

During the term of this Agreement, Auxiliary may 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 must have prior approval of CSU. The number, size, and location of signs are subject to prior written approval of the University President or designee. Fixtures, signs, and equipment so erected, placed, or attached by the Auxiliary are the property of the Auxiliary and may be removed by the Auxiliary prior to the termination of this agreement and lease.

## **21. ALTERATIONS**

Auxiliary shall not alter or change the leased premises in any manner or respect without the written consent of the University President. Authorized changes will be made under the direction of the President at the expense of Auxiliary. Permanent alterations must have prior approval of the CSU.

## **22. RIGHT OF ENTRY**

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

## **23. CARE, MAINTENANCE, AND REPAIR**

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



**24. RESTORATION OF PREMISES**

Upon termination of this agreement and 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 this agreement, with the exception of normal wear and tear.

If Auxiliary fails to do so within ninety (90) days after the exercise by CSU of this option, CSU may restore the property at the risk of the Auxiliary. Auxiliary will pay all costs and expenses of such removal or restoration upon demand of CSU. CSU may exercise the option within thirty (30) days after the expiration of this agreement and lease, but not thereafter.

**25. MORTGAGES**

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

**26. 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."

**27. ASSIGNMENTS OR SUBLEASE**

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

However, Auxiliary may sublease any portion of the premises with the written approval of University President. Substantial deviation from CSU policy and model subleases requires the approval of University.

Subleases may be written with terms in excess of this agreement and lease; however, the continuation of the sublease past the term of this Agreement is contingent on the renewal or extension of this agreement and lease.

**28. NOTICES**

All notices herein 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 as herein provided.

Notice to Auxiliary shall be addressed as follows:

**Associated Students, CSUF, Inc.**  
California State University, Fullerton  
800 N. State College Blvd.  
Fullerton, CA 92831  
Attention: Executive Director

Notice to the State shall be addressed to:

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

Notice to the President shall be addressed as follows:

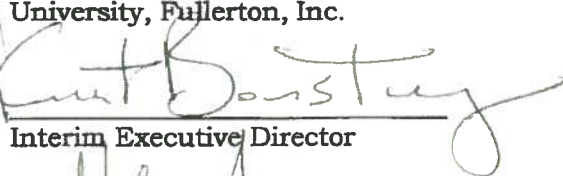
**California State University, Fullerton**  
2600 Nutwood Avenue, 10<sup>th</sup> Floor  
Fullerton, CA 92831  
Attention: President's Office

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

Executed on 2/17/2015

Associated Students, California State  
University, Fullerton, Inc.

By

  
Interim Executive Director


By

  
Chair, Board of Directors

Executed on \_\_\_\_\_

California State University, Fullerton

By

  
President

Approved:

  
California State University  
Office of the Chancellor

Operating Agreement and Lease  
No. D09-04  
Attachment No. 1

ASSOCIATED STUDENTS, CSUF, INC.  
POLICY STATEMENTS

ASI POLICY STATEMENT #204

POLICY CONCERNING PUBLIC RELATIONS EXPENDITURES

PURPOSE

Expenditures may be made from the Corporation's funds for public relations purposes when the activities have direct benefit upon the interest of the Corporation. While such expenditures may include meals for Corporate Members involved in the activity, the primary rationale must reflect the overall benefit to the Corporation.

SOLICITATION

Funds may be solicited from any entity provided that any funds received will be deposited fully with the Corporation. In accepting donations, potential costs incurred by the Corporation in future maintenance of the donations must be addressed prior to acceptance of the donation.

ALLOWABLE EXPENDITURES

Expenditures may be incurred for materials and supplies, meals, overnight lodging, and travel cooperating with guidelines established for the same purposes by staff and members. An amount up to 150% of the established guidelines except for travel may be authorized when approved in advance by the President of the Associated Students, Inc., the Vice President of Finance, the Associated Students, Inc. Executive Director and the Chief Financial Officer of the University.

ACCOUNTING CONTROL

All expenditures should be documented with receipts, invoices, and other materials as evidence of expenditures. The name of individuals participating in the public relations activity and receiving or benefiting from these expenditures shall be listed on check requests. The Associated Students, Inc. Executive Director will report to the Finance Committee at the last meeting of each semester any public relations expenditures made during the semester.

Approved as policy statement on May 12, 1992  
Renumbered from #027: December 7, 1999  
Amended: December 9, 2003  
Renumbered from #025, November 28, 2006

Operating Agreement and Lease  
No. D09-04  
Attachment No. 2

753644

ENDORSED  
FILED

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

SEP 10 1975

MARCH FONG EU, Secretary of State

Janet E. Jouregui  
Deputy

ARTICLES OF INCORPORATION  
OF  
ASSOCIATED STUDENTS  
CALIFORNIA STATE UNIVERSITY, FULLERTON, Inc.

KNOW ALL PEOPLE BY THESE PRESENCE that we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation pursuant to the "General Non-profit Corporation Law of the State of California", and we hereby certify:

ARTICLE I

The name of this corporation is: Associated Students California State University, Fullerton, Inc.

ARTICLE II

An existing unincorporated association is hereby being incorporated and the name of said existing unincorporated association is the "Associated Students, California State University, Fullerton".

ARTICLE III

a) This Corporation is formed for the specific and primary purpose of operating a charitable and educational organization, the student activities of the Associated students, California State University, Fullerton.

b) The general purposes and powers are to have and exercise all rights and powers conferred on non-profit corporations under the laws of California, or which may hereafter be conferred, including the power to contract, rent, buy, or sell personal or real property.

c) Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.

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

ARTICLE IV

This corporation is organized as a non-profit corporation pursuant to the General Non-profit Corporation Law of the State of California and does not contemplate pecuniary gain or profit to the members thereof and it is organized for non-profit purposes.

ARTICLE V

The county in this State where the principal office for the transaction of the business of the corporation is located is Orange County.

ARTICLE VI

a) The manner in which Directors shall be chosen and removed from office, their qualifications, powers, duties, compensation, and tenure of office, the manner of filling vacancies on the Board, and the manner of calling and holding meetings of Directors, shall be stated in the By-laws.

b) Directors shall not be personally liable for the debts, liabilities, or obligations of the corporation.

c) The names, address and titles of the persons who are to act in the capacity of Directors and Officers until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Joel Kaplan, Controller and Director	114 S. Beth Circle, Anaheim, California
Phil Stump, Executive Secretary and Director	11591 Varna St., Garden Grove, California
Dan Conforti, Co-President and Director	600 Langsdorf, #F-15 Fullerton, California
Mike Schroeder, Co-President and Director	13902 Dall Lane, Santa Ana, California
Mary Pat Buckel, Director	2100 Wilshire, Fullerton, California
Jerry Deas, Director	2520 W. La Palma, #403 Anaheim, California
Larry Gustafson, Director	12212 Izetta Avenue, Downey, California
Don Hughey, Director	807 N. Lemon, Apt. C Orange, California
Brian Hutchins, Director	2255 El Rancho Vista, Fullerton, California
Joel Kaplan, Director	114 S. Beth Circle, Anaheim, California
Michael Loader, Director	3119 Pinewood Street, Orange, California

Robert Manchester, Director	13836 Bora Bora Way, #3148 Marina Del Rey, California
Jerry Minsky, Director	5340 Westridge Rd., Anaheim, California
Mitchell A. Rosen, Director	2241 Liane Lane, Santa Ana, California
Dave Rosenberger, Director	1131 W. Porter, Fullerton, California
Ivar Roth, Director	3178 Allenton Avenue, Hacienda Heights, California
Dave Sandoval, Director	3001 Yorba Linda Blvd., A28 Fullerton, California
Marianne Sant, Director	18202 Winchester Circle, Villa Park, California
Joe Seitz, Director	2100 Associated Road, Fullerton, California
Louise Wainwright, Director	406 E. 120th Street, Los Angeles, California
Ron Webber, Director	2328 Cloverdale, Orange, California
Rocky Wilson, Director	5249 W. 137th Place, Hawthorne, California
Alan Zall, Director	18042 Santa Clara Avenue, Santa Ana, California

The authorized number, and qualifications of members of the corporation, the filling of vacancies, the different classes of membership, if any, the property, voting and other rights and privileges of members, and their liability to dues and assessments and the method of collection, and the termination and transfer of membership shall be as stated in the By-laws. Provided, however, that if the voting, property or other rights or interests, or any of them, be unequal, the By-laws shall set forth the rule or rules by which the respective voting, property or other rights or interests of each member or class of members are fixed and determined.

#### ARTICLE VIII

Members of this corporation are not personally liable for the debts, liabilities, or obligations of the corporation.

#### ARTICLE IX

a) This corporation is not organized, nor shall it be operated, for pecuniary gain or profit, and it does not contemplate the distribution of gains, profits, or dividends to the members thereof and is organized solely for non-profit purposes.

b) The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this organization shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private persons.

c) On the dissolution or winding up of the corporation, its assets remaining after payment of, or provisions for payment of, all debts and liabilities of this corporation, shall be distributed to one or more non-profit corporations which are tax exempt under Section 501 (c) (3) of the Internal Revenue Code and which are organized and operated for the benefit of California State University, Fullerton, or the students or the students and faculty at that university, such corporation or corporations to be selected by the Board of Directors of this corporation.

d) If this corporation holds any assets in trust, such assets shall be disposed of in such manner as may be directed by decree of the superior court of the county in which the corporation has its principal office, on petition therefor by the Attorney General or by any person concerned in the liquidation, in a proceeding to which the Attorney General is a party.

#### ARTICLE X

Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the

same force and effect as the unanimous vote of such Directors. Any certificate or other document filed under any provisions of law which relates to action as taken shall state that the action was taken by the unanimous written consent of the Board of Directors without a meeting and that the Articles of Incorporation authorize the Directors to so act, and such statement shall be prima facie evidence of such authority.

IN WITNESS WHEREOF, the undersigned, being the president and the secretary, respectively, of Associated Students, California State University, Fullerton, the unincorporated association that is being incorporated by these Articles of Incorporation, have executed them this Aug 1, 1975.

Daniel A. Conforti  
Dan Conforti, Co-President

Mike Schroeder  
Mike Schroeder, Co-President

Phil Stump  
Phil Stump, Secretary

STATE OF CALIFORNIA )  
                                  ) SS  
COUNTY OF ORANGE )

On this 1st day of August, 1975, before, me the undersigned, a Notary Public, personally appeared Dan Conforti, Mike Schroeder and known to me to be the persons whose names are subscribed to these Articles of Incorporation, and acknowledged to me that they executed them.

Mary G. Condon  
Notary Public in and for said  
County and State



800 North State College Blvd., Fullerton, CA. 92631



AFFIDAVIT

State of California, County of Orange:

Dan Conforti, Mike Schroeder and Phil Stump, being first sworn, each for himself/herself;

That Dan Conforti and Mike Schroeder are the Co-Presidents and that Phil Stump is the Secretary of Associated Students, California State University, Fullerton, the unincorporated association mentioned in the foregoing Articles of Incorporation; that the association has authorized its incorporation and has authorized the undersigned, as the officers, to execute the Articles of Incorporation.

*Daniel A. Conforti*  
Dan Conforti, Co-President

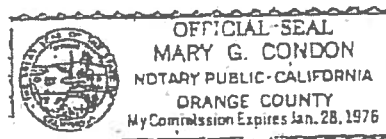
*Mike Schroeder*  
Mike Schroeder, Co-President

*Phil C. Stump*  
Phil Stump, Secretary

Subscribed and sworn to before me on

*Aug 1, 1975*

*Mary G. Condon*  
Notary Public in and for the  
State of California  
County of Orange



800 North State College Blvd., Fullerton, CA. 92631

CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF

**ENDORSED  
FILED**  
In the office of the Secretary of State  
of the State of California  
JAN 26 1976  
MARCH FONG EU, Secretary of State  
By JAMES E. HARRIS  
Deputy

ASSOCIATED STUDENTS CALIFORNIA STATE UNIVERSITY, FULLERTON, INC.

Dan Conforti and Philip C. Stump certify:

1. They are the president and the secretary, respectively, of Associated Students California State University, Fullerton, Inc., a California corporation.

2. At a meeting of the board of directors of the corporation, held at Fullerton, California, on December 9, 1975, the following resolution was adopted:

RESOLVED: Subparagraph (c) of Article IX of the Articles of Incorporation be amended to read as follows:

" (c) on the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to one or more non-profit corporations which are tax exempt under Section 501 (c) (3) of the Internal Revenue Code and which are organized and operated for the benefit of California State University, Fullerton, or the students or the students and faculty at that university, such corporation or corporations to be selected by the Board of Directors of this corporation."

3. The members have adopted this amendment by resolution at a meeting held at Fullerton, California, on December 3, 1975. The wording of the amended article, as set forth in the members' resolution, is the same as that set forth in the directors' resolution in paragraph above.

4. The number of members who voted affirmatively for the adoption of the resolution is ninety (90), and the number of members constituting a quorum is 10 .

Associated Students California State University Fullerton, Inc.

By: *Daniel A. Conforti*  
Dan Conforti, President

Associated Students California State University Fullerton, Inc.

By: *Philip C. Stump*  
Philip C. Stump, Secretary

#### Verification

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate is true and correct.

Executed on December 15, 1975, at Fullerton, California.

*Daniel A. Conforti*  
Dan Conforti

*Philip C. Stump*  
Philip C. Stump

CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF

ENDORSED  
FILED  
In the office of the Secretary of State  
of the State of California  
FEB 11 1983  
NOTORIFIED BY Secretary of State  
By JAMES E. HARRIS  
Deputy

ASSOCIATED STUDENTS, CALIFORNIA STATE UNIVERSITY, FULLERTON, INC.

Christopher L. Powers and Robin M. Terry certify:

1. They are the president and the secretary, respectively, of Associated Students, California State University, Fullerton, Inc., a California corporation.
2. At a meeting of the board of directors of the corporation held at Fullerton, California on November 2, 1982 the following resolution was adopted for submission to the members of the corporation for approval:

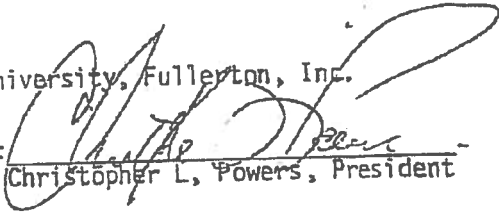
RESOLVED: Subparagraph (c) of Article IX of the Articles of Incorporation be amended to read as follows:

"(c) on the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to one or more non-profit corporations which are tax exempt under Section 501 (c) (3) of the Internal Revenue Code and which are organized and operated for the benefit of California State University, Fullerton, or the students and faculty at that university, such corporation or corporations to be selected by the Board of Directors of this corporation, and approved by the President, California State University, Fullerton and by the Board of Trustees of the California State University."

3. The members have adopted this amendment by resolution in an election held for this purpose on November 17 and 18, 1982. The wording of the amended article, as set forth in the members' resolution, is the same as that set forth in the directors' resolution in the paragraph above.

4. The number of members who voted affirmatively for the adoption of the resolution is 763 and the number voting against is 232. A majority of those voting is required for adoption and this majority was achieved.

Associated Students, California State University, Fullerton, Inc.

By:   
Christopher L. Powers, President

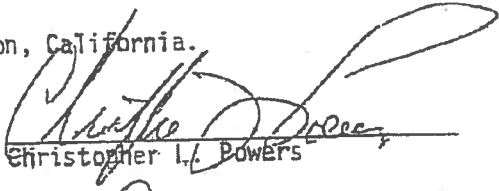
Associated Students, California State University, Fullerton, Inc.

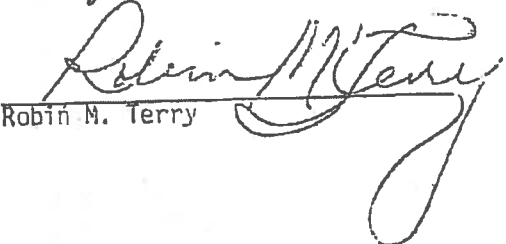
By:   
Robin M. Terry, Secretary

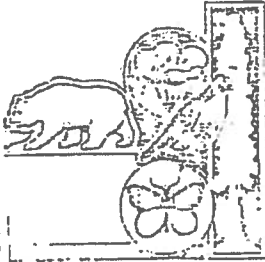
#### Verification

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate is true and correct.

Executed on February 1, 1983, at Fullerton, California.

  
Christopher L. Powers

  
Robin M. Terry



State  
of  
California

OFFICE OF THE SECRETARY OF STATE

THE DOCUMENT THAT WAS FILED IN THIS OFFICE WAS FOR A NON-PROFIT PUBLIC BENEFIT CORPORATION,  
SECTION 5120 (D) OF THE CALIFORNIA CORPORATIONS CODE REQUIRES THAT ONE COPY OF THE  
DOCUMENT BE PROVIDED, BY THE CLIENT, FOR SENDING TO THE OFFICE OF THE ATTORNEY GENERAL.  
THEREFORE, ONE OF YOUR COPIES HAS BEEN SENT.

I, *MARCH FONG EU*, Secretary of State of the State  
of California, hereby certify:

That the annexed transcript has been compared with  
the record on file in this office, of which it purports to be  
a copy, and that same is full, true and correct.

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

FEB 17 1933



*March Fong Eu*

Secretary of State

A0675787



ENDORSED - FILED  
Office of the Secretary of State  
of the State of California

APR 11 2008

California State University, Fullerton • TSU 218 • 800 N. State College Blvd. • P O Box 6828 • Fullerton, CA 92834-6828

**CERTIFICATE OF AMENDMENT OF ARTICLES  
OF INCORPORATION OF ASSOCIATED STUDENTS,  
CALIFORNIA STATE UNIVERSITY, FULLERTON, INC.**

Heather Williams, ASI President, Christine Hernandez, Chair, ASI Board of Directors, and Paul Rumberger, ASI Vice President/Treasurer, certify that:

1. They are the President, Chair of the Board of Directors and the Vice President/Treasurer, respectively, of Associated Students, California State University, Fullerton, Inc., a California nonprofit corporation. The following amendment was unanimously approved by resolution on March 11, 2008 by the Board, as required by Title 5, Section 42600(b) of the CCR, for submission to the members of this corporation.
2. The members of the corporation adopted this amendment to the Articles of Incorporation at their election for this purpose on March 26 and 27, 2008, by a majority of those voting as required.
3. Pursuant to the resolution to amend of the Board of Directors and by approval to amend of the majority of members of the corporation, Article IX(c) of the Articles of Incorporation is amended to read as follows:

"(c) on the dissolution or winding up of the corporation, its net assets, other than trust funds, shall be distributed to one or more non-profit corporations which are tax exempt under Section 501(c)(3) of the Internal Revenue Code and which are organized and operated for the benefit of California State University, Fullerton, or the students and faculty at that university, such corporation or corporations to be initially recommended by the Board of Directors of this corporation, subject to the sole discretion and approval of the President, California State University, Fullerton, and by the Board of Trustees of the California State University."

4. This amendment makes no changes in the Articles of Incorporation other than maintaining compliance with the changes in the regulations and law pursuant to the provisions of Title 5, Section 42600(b) of the CCR.

\_\_\_\_\_  
Heather Williams, ASI President

\_\_\_\_\_  
Christine Hernandez, Chair, ASI Board of Directors

\_\_\_\_\_  
Paul Rumberger, ASI Vice President/Treasurer

Verification

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true and correct of his or her own knowledge, and that this declaration was executed on April 8, 2008, at Fullerton, California.

\_\_\_\_\_  
Heather Williams, ASI President

\_\_\_\_\_  
Christine Hernandez, Chair, ASI Board of Directors

\_\_\_\_\_  
Paul Rumberger, ASI Vice President/Treasurer



A0675787

**State of California**  
Secretary of State



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

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



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

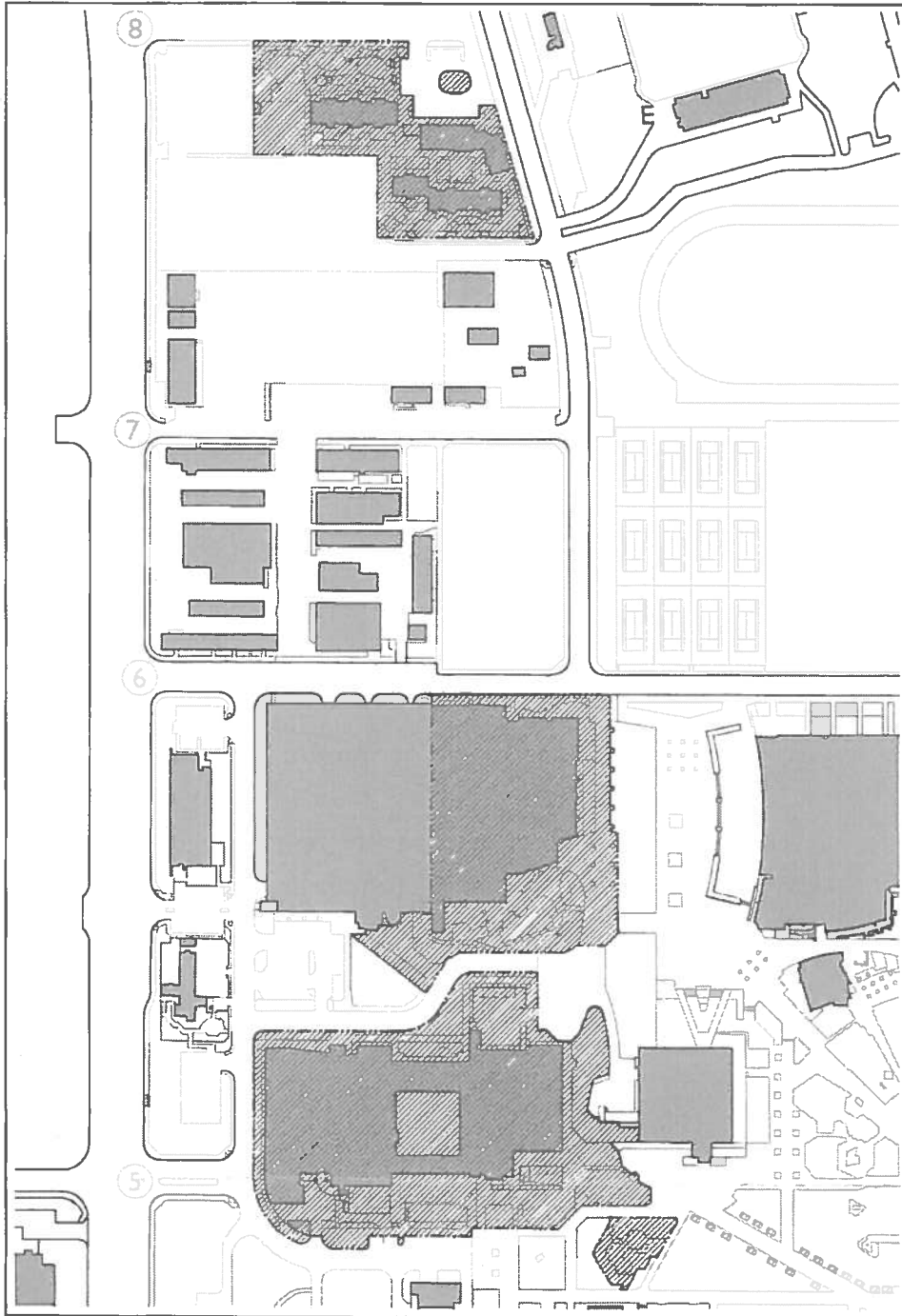
APR 17 2008

A handwritten signature in cursive script that reads "Debra Bowen".

DEBRA BOWEN  
Secretary of State



Operating Agreement and Lease  
No. D09-04  
Attachment No. 3



 <p>CALIFORNIA STATE UNIVERSITY FULLERTON</p>	<p><b>TITAN STUDENT UNION LEASE BOUNDARIES MAP</b> SEPTEMBER 2014</p>	 <p>LEASE BOUNDARY &amp; AREA</p>	 <p>NORTH</p>  <p>0' 25' 50' 100' 150' 200'</p>
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