

San Francisco Public Press

501(c)(3) application

The San Francisco Public Press (SFPP) is an independent nonprofit, noncommercial organization dedicated to producing important local public-interest news for the San Francisco area. SFPP has worked with over 70 professional freelance journalists and volunteers and over 30 nonprofit media partners, and publishes both online and through an advertising-free broadsheet.

SFPP incorporated as a California benefit corporation on November 18, 2009. The organization filed for 501(c)(3) status on January 3, 2010. The IRS and the San Francisco Public Press then engaged in a long period of correspondence, before the IRS granted 501(c)(3) status on August 31, 2012. (A technical revocation of status due to the length of the application process required the IRS to reissue a determination letter on April 2, 2013.)

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The Digital Media Law Project has voluntarily redacted some information in this document to protect sensitive business information and applicant privacy.



**Application for Recognition of Exemption
 Under Section 501(c)(3) of the Internal Revenue Code**

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

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

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document)		2 c/o Name (if applicable)	
San Francisco Public Press		Michael Stoll	
3 Mailing address (Number and street) (see instructions)		Room/Suite	4 Employer identification Number (EIN)
[REDACTED]			[REDACTED]
City or town, state or country, and ZIP + 4		5 Month the annual accounting period ends (01 - 12)	
San Francisco, CA 94103		12	
6 Primary contact (officer, director, trustee, or authorized representative)			
a Name: Michael Stoll		b Phone: [REDACTED]	
		c Fax: (optional)	
7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.			
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.			
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9a Organization's website: www.sfpublicpress.org			
b Organization's email: (optional) [REDACTED]			
10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.			
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY) 11 / 18 / 2009			
12 Were you formed under the laws of a foreign country? If "Yes," state the country.			
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part II Organizational Structure

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

- 1 Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. **Yes** **No**
- 2 Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. **Yes** **No**
- 3 Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. **Yes** **No**
- 4a Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. **Yes** **No**
- b Have you been funded? If "No," explain how you are formed without anything of value placed in trust. **Yes** **No**
- 5 Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. **Yes** **No**

Part III Required Provisions in Your Organizing Document

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

- 1 Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): **Page 1, Article II & IV.**
- 2a Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.
- 2b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. **Page 1, Article V.**
- 2c See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state:

Part IV Narrative Description of Your Activities

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

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

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

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Please See Attachment			

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

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

Name	Title	Mailing address	Compensation amount (annual actual or estimated)

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

Name	Title	Mailing address	Compensation amount (annual actual or estimated)

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

- 2a** Are any of your officers, directors, or trustees related to each other through family or business relationships? If "Yes," identify the individuals and explain the relationship. Yes No
 - b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. Yes No
 - c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. Yes No
- 3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.
- b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through common control? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. Yes No
- 4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.
- a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? Yes No
 - b** Do you or will you approve compensation arrangements in advance of paying compensation? Yes No
 - c** Do you or will you document in writing the date and terms of approved compensation arrangements? Yes No

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

- d** Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? Yes No
- e** Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No
- f** Do you or will you record in writing both the information on which you relied to base your decision and its source? Yes No
- g** If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
-
- 5a** Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. Yes No
- b** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
-
- 6a** Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No
- b** Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No
-
- 7a** Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. Yes No
- b** Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. Yes No
-
- 8a** Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. Yes No
- b** Describe any written or oral arrangements that you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at arm's length.
- e** Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f** Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
-
- 9a** Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. Yes No

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

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

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

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

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. Yes No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. Yes No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. Yes No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. Yes No

Part VII Your History

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

- 1 Are you a successor to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. Yes No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule F. Yes No

Part VIII Your Specific Activities

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

- 1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. Yes No
- 2a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. Yes No
- b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. Yes No
- 3a Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. Yes No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. Yes No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities (Continued)

4a Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) **Yes** **No**

<input checked="" type="checkbox"/> mail solicitations	<input checked="" type="checkbox"/> phone solicitations
<input checked="" type="checkbox"/> email solicitations	<input checked="" type="checkbox"/> accept donations on your website
<input checked="" type="checkbox"/> personal solicitations	<input checked="" type="checkbox"/> receive donations from another organization's website
<input type="checkbox"/> vehicle, boat, plane, or similar donations	<input checked="" type="checkbox"/> government grant solicitations
<input checked="" type="checkbox"/> foundation grant solicitations	<input checked="" type="checkbox"/> Other

Attach a description of each fundraising program.

b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. **Yes** **No**

c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. **Yes** **No**

d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. **Yes** **No**

5 Are you **affiliated** with a governmental unit? If "Yes," explain. **Yes** **No**

6a Do you or will you engage in **economic development**? If "Yes," describe your program. **Yes** **No**

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

7a Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. **Yes** **No**

b Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. **Yes** **No**

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

8 Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. **Yes** **No**

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

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

c Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**

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

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. **Yes** **No**

Part VIII Your Specific Activities (Continued)

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. **Yes** **No**
-
- 12a** Do you or will you operate in a **foreign country or countries**? If "Yes," answer lines 12b through 12d. If "No," go to line 13a. **Yes** **No**
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
-
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. **Yes** **No**
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. **Yes** **No**
- d** Identify each recipient organization and any **relationship** between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following:
- (i) Do you require an application form? If "Yes," attach a copy of the form. **Yes** **No**
- (ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. **Yes** **No**
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
-
- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. **Yes** **No**
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. **Yes** **No**
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. **Yes** **No**
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. **Yes** **No**
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. **Yes** **No**

Part VIII Your Specific Activities (Continued)

- 15** Do you have a **close connection** with any organizations? If "Yes," explain. **Yes** **No**
- 16** Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain. **Yes** **No**
- 17** Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain. **Yes** **No**
- 18** Are you applying for exemption as a **charitable risk pool** under section 501(n)? If "Yes," explain. **Yes** **No**
- 19** Do you or will you operate a **school**? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. **Yes** **No**
- 20** Is your main function to provide **hospital or medical care**? If "Yes," complete Schedule C. **Yes** **No**
- 21** Do you or will you provide **low-income housing** or housing for the **elderly or handicapped**? If "Yes," complete Schedule F. **Yes** **No**
- 22** Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. **Yes** **No**
- Note:** Private foundations may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

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

A. Statement of Revenues and Expenses

	Type of revenue or expense	3 prior tax years or 2 succeeding tax years				(e) Provide Total for (a) through (d)
		Current tax year	(a) From To	(b) From To	(c) From To	
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	PLEASE SEE	ATTACHMENT			
	2 Membership fees received					
	3 Gross investment income					
	4 Net unrelated business income					
	5 Taxes levied for your benefit					
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)					
	7 Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)					
	8 Total of lines 1 through 7					
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)					
	10 Total of lines 8 and 9					
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)					
	12 Unusual grants					
	13 Total Revenue Add lines 10 through 12					
Expenses	14 Fundraising expenses					
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)					
	16 Disbursements to or for the benefit of members (attach an itemized list)					
	17 Compensation of officers, directors, and trustees					
	18 Other salaries and wages					
	19 Interest expense					
	20 Occupancy (rent, utilities, etc.)					
	21 Depreciation and depletion					
	22 Professional fees					
	23 Any expense not otherwise classified, such as program services (attach itemized list)					
	24 Total Expenses Add lines 14 through 23					

Part IX Financial Data (Continued)

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

Year End: 12/31

Table with columns for line numbers (1-18) and descriptions of assets and liabilities. Assets include Cash, Accounts receivable, inventories, Bonds and notes receivable, Corporate stocks, Loans receivable, Other investments, Depreciable and depletable assets, Land, and Other assets. Liabilities include Accounts payable, Contributions, gifts, grants, etc. payable, Mortgages and notes payable, and Other liabilities. Fund Balances or Net Assets include Total fund balances or net assets and Total Liabilities and Fund Balances or Net Assets. Includes a checkbox for 'Have there been any substantial changes in your assets or liabilities since the end of the period shown above?' with 'Yes' and 'No' options.

Part X Public Charity Status

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

- 1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed.
b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law.
2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations.
3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4.
4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation?
5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.
The organization is not a private foundation because it is:
a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.
b 509(a)(1) and 170(b)(1)(A)(ii)—a school. Complete and attach Schedule B.
c 509(a)(1) and 170(b)(1)(A)(iii)—a hospital, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.
d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D.

Part X Public Charity Status (Continued)

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

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

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



For Organization

Michael Stoll
 (Type or print name of signer) (Date)
 President/Director
 (Type or print title or authority of signer)

For IRS Use Only

IRS Director, Exempt Organizations (Date)

- b Request for Definitive Ruling: Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).
- (i) (a) Enter 2% of line 8, column (e) on Part IX-A, Statement of Revenues and Expenses.
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each disqualified person. If the answer is "None," check this box.
- (b) For each year amounts are included on line 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A, Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

7 Did you receive any unusual grants during any of the years shown on Part IX-A, Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. Yes No

Part XI User Fee Information

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

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

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

Please Sign Here

(Signature of Officer, Director, Trustee, or other authorized official)

Michael Stoll

(Type or print name of signer)

(Date)

President/Director

(Type or print title or authority of signer)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application.

Schedule A. Churches

1a	Do you have a written creed, statement of faith, or summary of beliefs? If "Yes," attach copies of relevant documents.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b	Do you have a form of worship? If "Yes," describe your form of worship.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2a	Do you have a formal code of doctrine and discipline? If "Yes," describe your code of doctrine and discipline.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b	Do you have a distinct religious history? If "Yes," describe your religious history.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c	Do you have a literature of your own? If "Yes," describe your literature.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3	Describe the organization's religious hierarchy or ecclesiastical government.		
4a	Do you have regularly scheduled religious services? If "Yes," describe the nature of the services and provide representative copies of relevant literature such as church bulletins.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b	What is the average attendance at your regularly scheduled religious services? _____		
5a	Do you have an established place of worship? If "Yes," refer to the instructions for the information required.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b	Do you own the property where you have an established place of worship?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6	Do you have an established congregation or other regular membership group? If "No," refer to the instructions.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7	How many members do you have? _____		
8a	Do you have a process by which an individual becomes a member? If "Yes," describe the process and complete lines 8b-8d, below.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b	If you have members, do your members have voting rights, rights to participate in religious functions, or other rights? If "Yes," describe the rights your members have.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c	May your members be associated with another denomination or church?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d	Are all of your members part of the same family?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9	Do you conduct baptisms, weddings, funerals, etc.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10	Do you have a school for the religious instruction of the young?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11a	Do you have a minister or religious leader? If "Yes," describe this person's role and explain whether the minister or religious leader was ordained, commissioned, or licensed after a prescribed course of study.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b	Do you have schools for the preparation of your ordained ministers or religious leaders?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
12	Is your minister or religious leader also one of your officers, directors, or trustees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13	Do you ordain, commission, or license ministers or religious leaders? If "Yes," describe the requirements for ordination, commission, or licensure.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
14	Are you part of a group of churches with similar beliefs and structures? If "Yes," explain. Include the name of the group of churches.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
15	Do you issue church charters? If "Yes," describe the requirements for issuing a charter.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
16	Did you pay a fee for a church charter? If "Yes," attach a copy of the charter.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17	Do you have other information you believe should be considered regarding your status as a church? If "Yes," explain.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Schedule B. Schools, Colleges, and Universities

If you operate a school as an activity, complete Schedule B

Section I Operational Information

- 1a** Do you normally have a regularly scheduled curriculum, a regular faculty of qualified teachers, a regularly enrolled student body, and facilities where your educational activities are regularly carried on? If "No," do not complete the remainder of Schedule B. Yes No
- b** Is the primary function of your school the presentation of formal instruction? If "Yes," describe your school in terms of whether it is an elementary, secondary, college, technical, or other type of school. If "No," do not complete the remainder of Schedule B. Yes No
- 2a** Are you a public school because you are operated by a state or subdivision of a state? If "Yes," explain how you are operated by a state or subdivision of a state. Do not complete the remainder of Schedule B. Yes No
- b** Are you a public school because you are operated wholly or predominantly from government funds or property? If "Yes," explain how you are operated wholly or predominantly from government funds or property. Submit a copy of your funding agreement regarding government funding. Do not complete the remainder of Schedule B. Yes No
- 3** In what public school district, county, and state are you located?
- 4** Were you formed or substantially expanded at the time of public school desegregation in the above school district or county? Yes No
- 5** Has a state or federal administrative agency or judicial body ever determined that you are racially discriminatory? If "Yes," explain. Yes No
- 6** Has your right to receive financial aid or assistance from a governmental agency ever been revoked or suspended? If "Yes," explain. Yes No
- 7** Do you or will you contract with another organization to develop, build, market, or finance your facilities? If "Yes," explain how that entity is selected, explain how the terms of any contracts or other agreements are negotiated at arm's length, and explain how you determine that you will pay no more than fair market value for services. Yes No
- Note.** Make sure your answer is consistent with the information provided in Part VIII, line 7a.
- 8** Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services. Yes No

Note. Answer "Yes" if you manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b.

Section II Establishment of Racially Nondiscriminatory Policy

Information required by Revenue Procedure 75-50.

- 1** Have you adopted a racially nondiscriminatory policy as to students in your organizing document, bylaws, or by resolution of your governing body? If "Yes," state where the policy can be found or supply a copy of the policy. If "No," you must adopt a nondiscriminatory policy as to students before submitting this application. See Publication 557. Yes No
- 2** Do your brochures, application forms, advertisements, and catalogues dealing with student admissions, programs, and scholarships contain a statement of your racially nondiscriminatory policy? Yes No
- a** If "Yes," attach a representative sample of each document.
- b** If "No," by checking the box to the right you agree that all future printed materials, including website content, will contain the required nondiscriminatory policy statement.
- 3** Have you published a notice of your nondiscriminatory policy in a newspaper of general circulation that serves all racial segments of the community? (See the instructions for specific requirements.) If "No," explain. Yes No
- 4** Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to admissions; use of facilities or exercise of student privileges; faculty or administrative staff; or scholarship or loan programs? If "Yes," for any of the above, explain fully. Yes No

Schedule B. Schools, Colleges, and Universities (Continued)

- 5** Complete the table below to show the racial composition for the current academic year and projected for the next academic year, of: (a) the student body, (b) the faculty, and (c) the administrative staff. Provide actual numbers rather than percentages for each racial category.
 If you are not operational, submit an estimate based on the best information available (such as the racial composition of the community served).

Racial Category	(a) Student Body		(b) Faculty		(c) Administrative Staff	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
Total						

- 6** In the table below, provide the number and amount of loans and scholarships awarded to students enrolled by racial categories.

Racial Category	Number of Loans		Amount of Loans		Number of Scholarships		Amount of Scholarships	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
Total								

- 7a** Attach a list of your incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations.
- b** Do any of these individuals or organizations have an objective to maintain segregated public or private school education? If "Yes," explain. Yes No
- 8** Will you maintain records according to the non-discrimination provisions contained in Revenue Procedure 75-50? If "No," explain. (See instructions.) Yes No

Schedule C. Hospitals and Medical Research Organizations

Check the box if you are a **hospital**. See the instructions for a definition of the term "hospital," which includes an organization whose principal purpose or function is providing **hospital or medical care**. Complete Section I below.

Check the box if you are a **medical research organization** operated in conjunction with a hospital. See the instructions for a definition of the term "medical research organization," which refers to an organization whose principal purpose or function is medical research and which is directly engaged in the continuous active conduct of medical research in conjunction with a hospital. Complete Section II.

Section I Hospitals

- 1a** Are all the doctors in the community eligible for staff privileges? If "No," give the reasons why and explain how the medical staff is selected. **Yes** **No**
- 2a** Do you or will you provide medical services to all individuals in your community who can pay for themselves or have private health insurance? If "No," explain. **Yes** **No**
- b** Do you or will you provide medical services to all individuals in your community who participate in Medicare? If "No," explain. **Yes** **No**
- c** Do you or will you provide medical services to all individuals in your community who participate in Medicaid? If "No," explain. **Yes** **No**
- 3a** Do you or will you require persons covered by Medicare or Medicaid to pay a deposit before receiving services? If "Yes," explain. **Yes** **No**
- b** Does the same deposit requirement, if any, apply to all other patients? If "No," explain. **Yes** **No**
- 4a** Do you or will you maintain a full-time emergency room? If "No," explain why you do not maintain a full-time emergency room. Also, describe any emergency services that you provide. **Yes** **No**
- b** Do you have a policy on providing emergency services to persons without apparent means to pay? If "Yes," provide a copy of the policy. **Yes** **No**
- c** Do you have any arrangements with police, fire, and voluntary ambulance services for the delivery or admission of emergency cases? If "Yes," describe the arrangements, including whether they are written or oral agreements. If written, submit copies of all such agreements. **Yes** **No**
- 5a** Do you provide for a portion of your services and facilities to be used for charity patients? If "Yes," answer 5b through 5e. **Yes** **No**
- b** Explain your policy regarding charity cases, including how you distinguish between charity care and bad debts. Submit a copy of your written policy.
- c** Provide data on your past experience in admitting charity patients, including amounts you expend for treating charity care patients and types of services you provide to charity care patients.
- d** Describe any arrangements you have with federal, state, or local governments or government agencies for paying for the cost of treating charity care patients. Submit copies of any written agreements.
- e** Do you provide services on a sliding fee schedule depending on financial ability to pay? If "Yes," submit your sliding fee schedule. **Yes** **No**
- 6a** Do you or will you carry on a formal program of medical training or medical research? If "Yes," describe such programs, including the type of programs offered, the scope of such programs, and affiliations with other hospitals or medical care providers with which you carry on the medical training or research programs. **Yes** **No**
- b** Do you or will you carry on a formal program of community education? If "Yes," describe such programs, including the type of programs offered, the scope of such programs, and affiliation with other hospitals or medical care providers with which you offer community education programs. **Yes** **No**
- 7** Do you or will you provide office space to physicians carrying on their own medical practices? If "Yes," describe the criteria for who may use the space, explain the means used to determine that you are paid at least fair market value, and submit representative lease agreements. **Yes** **No**
- 8** Is your board of directors comprised of a majority of individuals who are representative of the community you serve? Include a list of each board member's name and business, financial, or professional relationship with the hospital. Also, identify each board member who is representative of the community and describe how that individual is a community representative. **Yes** **No**
- 9** Do you participate in any joint ventures? If "Yes," state your ownership percentage in each joint venture, list your investment in each joint venture, describe the tax status of other participants in each joint venture (including whether they are section 501(c)(3) organizations), describe the activities of each joint venture, describe how you exercise control over the activities of each joint venture, and describe how each joint venture furthers your exempt purposes. Also, submit copies of all agreements. **Yes** **No**

Note. Make sure your answer is consistent with the information provided in Part VIII, line 8.

Schedule C. Hospitals and Medical Research Organizations (Continued)**Section I Hospitals (Continued)**

- 10 Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services. Yes No
Note. Answer "Yes" if you do manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b.
- 11 Do you or will you offer recruitment incentives to physicians? If "Yes," describe your recruitment incentives and attach copies of all written recruitment incentive policies. Yes No
- 12 Do you or will you lease equipment, assets, or office space from physicians who have a financial or professional relationship with you? If "Yes," explain how you establish a fair market value for the lease. Yes No
- 13 Have you purchased medical practices, ambulatory surgery centers, or other business assets from physicians or other persons with whom you have a business relationship, aside from the purchase? If "Yes," submit a copy of each purchase and sales contract and describe how you arrived at fair market value, including copies of appraisals. Yes No
- 14 Have you adopted a **conflict of interest policy** consistent with the sample health care organization conflict of interest policy in Appendix A of the instructions? If "Yes," submit a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," explain how you will avoid any conflicts of interest in your business dealings. Yes No

Section II Medical Research Organizations

- 1 Name the hospitals with which you have a relationship and describe the relationship. Attach copies of written agreements with each hospital that demonstrate continuing relationships between you and the hospital(s).
- 2 Attach a schedule describing your present and proposed activities for the direct conduct of medical research; describe the nature of the activities, and the amount of money that has been or will be spent in carrying them out.
- 3 Attach a schedule of assets showing their fair market value and the portion of your assets directly devoted to medical research.

Schedule D. Section 509(a)(3) Supporting Organizations

Section I Identifying Information About the Supported Organization(s)

1 State the names, addresses, and EINs of the supported organizations. If additional space is needed, attach a separate sheet.

Name	Address	EIN
		-
		-

2 Are all supported organizations listed in line 1 public charities under section 509(a)(1) or (2)? If "Yes," go to Section II. If "No," go to line 3. Yes No

3 Do the supported organizations have tax-exempt status under section 501(c)(4), 501(c)(5), or 501(c)(6)? Yes No

If "Yes," for each 501(c)(4), (5), or (6) organization supported, provide the following financial information:

- Part IX-A. Statement of Revenues and Expenses, lines 1-13 and
- Part X, lines 6b(i)(a), 6b(i)(b), and 7.

If "No," attach a statement describing how each organization you support is a public charity under section 509(a)(1) or (2).

Section II Relationship with Supported Organization(s)—Three Tests

To be classified as a supporting organization, an organization must meet one of three relationship tests:

- Test 1: "Operated, supervised, or controlled by" one or more publicly supported organizations, or
- Test 2: "Supervised or controlled in connection with" one or more publicly supported organizations, or
- Test 3: "Operated in connection with" one or more publicly supported organizations.

1 Information to establish the "operated, supervised, or controlled by" relationship (Test 1)
Is a majority of your governing board or officers elected or appointed by the supported organization(s)? If "Yes," describe the process by which your governing board is appointed and elected; go to Section III. If "No," continue to line 2. Yes No

2 Information to establish the "supervised or controlled in connection with" relationship (Test 2)
Does a majority of your governing board consist of individuals who also serve on the governing board of the supported organization(s)? If "Yes," describe the process by which your governing board is appointed and elected; go to Section III. If "No," go to line 3. Yes No

3 Information to establish the "operated in connection with" responsiveness test (Test 3)
Are you a trust from which the named supported organization(s) can enforce and compel an accounting under state law? If "Yes," explain whether you advised the supported organization(s) in writing of these rights and provide a copy of the written communication documenting this; go to Section II, line 5. If "No," go to line 4a. Yes No

4 Information to establish the alternative "operated in connection with" responsiveness test (Test 3)
a Do the officers, directors, trustees, or members of the supported organization(s) elect or appoint one or more of your officers, directors, or trustees? If "Yes," explain and provide documentation; go to line 4d, below. If "No," go to line 4b. Yes No

b Do one or more members of the governing body of the supported organization(s) also serve as your officers, directors, or trustees or hold other important offices with respect to you? If "Yes," explain and provide documentation; go to line 4d, below. If "No," go to line 4c. Yes No

c Do your officers, directors, or trustees maintain a close and continuous working relationship with the officers, directors, or trustees of the supported organization(s)? If "Yes," explain and provide documentation. Yes No

d Do the supported organization(s) have a significant voice in your investment policies, in the making and timing of grants, and in otherwise directing the use of your income or assets? If "Yes," explain and provide documentation. Yes No

e Describe and provide copies of written communications documenting how you made the supported organization(s) aware of your supporting activities.

Schedule D, Section 509(a)(3) Supporting Organizations (Continued)**Section II Relationship with Supported Organization(s)—Three Tests (Continued)**

- 5** Information to establish the "operated in connection with" integral part test (Test 3)
Do you conduct activities that would otherwise be carried out by the supported organization(s)? If "Yes," explain and go to Section III. If "No," continue to line 6a. Yes No
- 6** Information to establish the alternative "operated in connection with" integral part test (Test 3)
- a** Do you distribute at least 85% of your annual net income to the supported organization(s)? If "Yes," go to line 6b. (See instructions.) Yes No
If "No," state the percentage of your income that you distribute to each supported organization. Also explain how you ensure that the supported organization(s) are attentive to your operations.
- b** How much do you contribute annually to each supported organization? Attach a schedule.
- c** What is the total annual revenue of each supported organization? If you need additional space, attach a list.
- d** Do you or the supported organization(s) earmark your funds for support of a particular program or activity? If "Yes," explain. Yes No
- 7a** Does your organizing document specify the supported organization(s) by name? If "Yes," state the article and paragraph number and go to Section III. If "No," answer line 7b. Yes No
- b** Attach a statement describing whether there has been an historic and continuing relationship between you and the supported organization(s).

Section III Organizational Test

- 1a** If you met relationship Test 1 or Test 2 in Section II, your organizing document must specify the supported organization(s) by name, or by naming a similar purpose or charitable class of beneficiaries. If your organizing document complies with this requirement, answer "Yes." If your organizing document does not comply with this requirement, answer "No," and see the instructions. Yes No
- b** If you met relationship Test 3 in Section II, your organizing document must generally specify the supported organization(s) by name. If your organizing document complies with this requirement, answer "Yes," and go to Section IV. If your organizing document does not comply with this requirement, answer "No," and see the instructions. Yes No

Section IV Disqualified Person Test

You do not qualify as a supporting organization if you are controlled directly or indirectly by one or more disqualified persons (as defined in section 4946) other than foundation managers or one or more organizations that you support. Foundation managers who are also disqualified persons for another reason are disqualified persons with respect to you.

- 1a** Do any persons who are disqualified persons with respect to you, (except individuals who are disqualified persons only because they are foundation managers), appoint any of your foundation managers? If "Yes," (1) describe the process by which disqualified persons appoint any of your foundation managers, (2) provide the names of these disqualified persons and the foundation managers they appoint, and (3) explain how control is vested over your operations (including assets and activities) by persons other than disqualified persons. Yes No
- b** Do any persons who have a family or business relationship with any disqualified persons with respect to you, (except individuals who are disqualified persons only because they are foundation managers), appoint any of your foundation managers? If "Yes," (1) describe the process by which individuals with a family or business relationship with disqualified persons appoint any of your foundation managers, (2) provide the names of these disqualified persons, the individuals with a family or business relationship with disqualified persons, and the foundation managers appointed, and (3) explain how control is vested over your operations (including assets and activities) in individuals other than disqualified persons. Yes No
- c** Do any persons who are disqualified persons, (except individuals who are disqualified persons only because they are foundation managers), have any influence regarding your operations, including your assets or activities? If "Yes," (1) provide the names of these disqualified persons, (2) explain how influence is exerted over your operations (including assets and activities), and (3) explain how control is vested over your operations (including assets and activities) by individuals other than disqualified persons. Yes No

Schedule E. Organizations Not Filing Form 1023 Within 27 Months of Formation

Schedule E is intended to determine whether you are eligible for tax exemption under section 501(c)(3) from the postmark date of your application or from your date of incorporation or formation, whichever is earlier. If you are not eligible for tax exemption under section 501(c)(3) from your date of incorporation or formation, Schedule E is also intended to determine whether you are eligible for tax exemption under section 501(c)(4) for the period between your date of incorporation or formation and the postmark date of your application.

- 1** Are you a church, association of churches, or integrated auxiliary of a church? If "Yes," complete Schedule A and stop here. Do not complete the remainder of Schedule E. Yes No
-
- 2a** Are you a public charity with annual gross receipts that are normally \$5,000 or less? If "Yes," stop here. Answer "No" if you are a private foundation, regardless of your gross receipts. Yes No
- b** If your gross receipts were normally more than \$5,000, are you filing this application within 90 days from the end of the tax year in which your gross receipts were normally more than \$5,000? If "Yes," stop here. Yes No
-
- 3a** Were you included as a subordinate in a group exemption application or letter? If "No," go to line 4. Yes No
- b** If you were included as a subordinate in a group exemption letter, are you filing this application within 27 months from the date you were notified by the organization holding the group exemption letter or the Internal Revenue Service that you cease to be covered by the group exemption letter? If "Yes," stop here. Yes No
- c** If you were included as a subordinate in a timely filed group exemption request that was denied, are you filing this application within 27 months from the postmark date of the Internal Revenue Service final adverse ruling letter? If "Yes," stop here. Yes No
-
- 4** Were you created on or before October 9, 1969? If "Yes," stop here. Do not complete the remainder of this schedule. Yes No
-
- 5** If you answered "No" to lines 1 through 4, we cannot recognize you as tax exempt from your date of formation unless you qualify for an extension of time to apply for exemption. Do you wish to request an extension of time to apply to be recognized as exempt from the date you were formed? If "Yes," attach a statement explaining why you did not file this application within the 27-month period. Do not answer lines 6, 7, or 8. If "No," go to line 6a. Yes No
-
- 6a** If you answered "No" to line 5, you can only be exempt under section 501(c)(3) from the postmark date of this application. Therefore, do you want us to treat this application as a request for tax exemption from the postmark date? If "Yes," you are eligible for an advance ruling. Complete Part X, line 6a. If "No," you will be treated as a private foundation. Yes No
- Note.** Be sure your ruling eligibility agrees with your answer to Part X, line 6.
- b** Do you anticipate significant changes in your sources of support in the future? If "Yes," complete line 7 below. Yes No

Schedule E. Organizations Not Filing Form 1023 Within 27 Months of Formation (Continued)

7 Complete this item only if you answered "Yes" to line 6b. Include projected revenue for the first two full years following the current tax year.

Type of Revenue	Projected revenue for 2 years following current tax year		
	(a) From To	(b) From To	(c) Total
1 Gifts, grants, and contributions received (do not include unusual grants)			
2 Membership fees received			
3 Gross investment income			
4 Net unrelated business income			
5 Taxes levied for your benefit			
6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)			
7 Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)			
8 Total of lines 1 through 7			
9 Gross receipts from admissions, merchandise sold, or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)			
10 Total of lines 8 and 9			
11 Net gain or loss on sale of capital assets (attach an itemized list)			
12 Unusual grants			
13 Total revenue. Add lines 10 through 12			

8 According to your answers, you are only eligible for tax exemption under section 501(c)(3) from the postmark date of your application. However, you may be eligible for tax exemption under section 501(c)(4) from your date of formation to the postmark date of the Form 1023. Tax exemption under section 501(c)(4) allows exemption from federal income tax, but generally not deductibility of contributions under Code section 170. Check the box at right if you want us to treat this as a request for exemption under 501(c)(4) from your date of formation to the postmark date. ▶

Attach a completed Page 1 of Form 1024, Application for Recognition of Exemption Under Section 501(a), to this application.

Schedule F. Homes for the Elderly or Handicapped and Low-Income Housing**Section I General Information About Your Housing**

- 1 Describe the type of housing you provide.
-
- 2 Provide copies of any application forms you use for admission.
-
- 3 Explain how the public is made aware of your facility.
-
- 4a Provide a description of each facility.
 b What is the total number of residents each facility can accommodate?
 c What is your current number of residents in each facility?
 d Describe each facility in terms of whether residents rent or purchase housing from you.
-
- 5 Attach a sample copy of your residency or homeownership contract or agreement.
-
- 6 Do you participate in any joint ventures? If "Yes," state your ownership percentage in each joint venture, list your investment in each joint venture, describe the tax status of other participants in each joint venture (including whether they are section 501(c)(3) organizations), describe the activities of each joint venture, describe how you exercise control over the activities of each joint venture, and describe how each joint venture furthers your exempt purposes. Also, submit copies of all joint venture agreements. Yes No
- Note.** Make sure your answer is consistent with the information provided in Part VIII, line 8.
-
- 7 Do you or will you contract with another organization to develop, build, market, or finance your housing? If "Yes," explain how that entity is selected, explain how the terms of any contract(s) are negotiated at arm's length, and explain how you determine you will pay no more than fair market value for services. Yes No
- Note.** Make sure your answer is consistent with the information provided in Part VIII, line 7a.
-
- 8 Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services. Yes No
- Note.** Answer "Yes" if you do manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b.
-
- 9 Do you participate in any government housing programs? If "Yes," describe these programs. Yes No
-
- 10a Do you own the facility? If "No," describe any enforceable rights you possess to purchase the facility in the future; go to line 10c. If "Yes," answer line 10b. Yes No
- b How did you acquire the facility? For example, did you develop it yourself, purchase a project, etc. Attach all contracts, transfer agreements, or other documents connected with the acquisition of the facility.
- c Do you lease the facility or the land on which it is located? If "Yes," describe the parties to the lease(s) and provide copies of all leases. Yes No

Schedule F. Homes for the Elderly or Handicapped and Low-Income Housing (Continued)**Section II Homes for the Elderly or Handicapped**

- 1a Do you provide housing for the elderly? If "Yes," describe who qualifies for your housing in terms of age, infirmity, or other criteria and explain how you select persons for your housing. Yes No
- b Do you provide housing for the handicapped? If "Yes," describe who qualifies for your housing in terms of disability, income levels, or other criteria and explain how you select persons for your housing. Yes No
- 2a Do you charge an entrance or founder's fee? If "Yes," describe what this charge covers, whether it is a one-time fee, how the fee is determined, whether it is payable in a lump sum or on an installment basis, whether it is refundable, and the circumstances, if any, under which it may be waived. Yes No
- b Do you charge periodic fees or maintenance charges? If "Yes," describe what these charges cover and how they are determined. Yes No
- c Is your housing affordable to a significant segment of the elderly or handicapped persons in the community? Identify your **community**. Also, if "Yes," explain how you determine your housing is affordable. Yes No
- 3a Do you have an established policy concerning residents who become unable to pay their regular charges? If "Yes," describe your established policy. Yes No
- b Do you have any arrangements with government welfare agencies or others to absorb all or part of the cost of maintaining residents who become unable to pay their regular charges? If "Yes," describe these arrangements. Yes No
- 4 Do you have arrangements for the healthcare needs of your residents? If "Yes," describe these arrangements. Yes No
- 5 Are your facilities designed to meet the physical, emotional, recreational, social, religious, and/or other similar needs of the elderly or handicapped? If "Yes," describe these design features. Yes No

Section III Low-Income Housing

- 1 Do you provide low-income housing? If "Yes," describe who qualifies for your housing in terms of income levels or other criteria, and describe how you select persons for your housing. Yes No
- 2 In addition to rent or mortgage payments, do residents pay periodic fees or maintenance charges? If "Yes," describe what these charges cover and how they are determined. Yes No
- 3a Is your housing affordable to low income residents? If "Yes," describe how your housing is made affordable to low-income residents. Yes No
- Note.** Revenue Procedure 96-32, 1996-1 C.B. 717, provides guidelines for providing low-income housing that will be treated as charitable. (At least 75% of the units are occupied by low-income tenants or 40% are occupied by tenants earning not more than 120% of the very low-income levels for the area.)
- b Do you impose any restrictions to make sure that your housing remains affordable to low-income residents? If "Yes," describe these restrictions. Yes No
- 4 Do you provide social services to residents? If "Yes," describe these services. Yes No

Schedule G. Successors to Other Organizations

1a Are you a **successor** to a **for-profit organization**? If "Yes," explain the relationship with the **predecessor** organization that resulted in your creation and complete line 1b. **Yes** **No**

b Explain why you took over the activities or assets of a for-profit organization or converted from for-profit to nonprofit status.

2a Are you a successor to an organization other than a for-profit organization? Answer "Yes" if you have taken or will take over the activities of another organization; or you have taken or will take over 25% or more of the fair market value of the net assets of another organization. If "Yes," explain the relationship with the other organization that resulted in your creation. **Yes** **No**

b Provide the tax status of the predecessor organization.

c Did you or did an organization to which you are a successor previously apply for tax exemption under section 501(c)(3) or any other section of the Code? If "Yes," explain how the application was resolved. **Yes** **No**

d Was your prior tax exemption or the tax exemption of an organization to which you are a successor revoked or suspended? If "Yes," explain. Include a description of the corrections you made to re-establish tax exemption. **Yes** **No**

e Explain why you took over the activities or assets of another organization.

3 Provide the name, last address, and EIN of the predecessor organization and describe its activities.

Name: _____ **EIN:** -

Address: _____

4 List the owners, partners, principal stockholders, officers, and governing board members of the predecessor organization. Attach a separate sheet if additional space is needed.

Name	Address	Share/Interest (if a for-profit)

5 Do or will any of the persons listed in line 4, maintain a working relationship with you? If "Yes," describe the relationship in detail and include copies of any agreements with any of these persons or with any for-profit organizations in which these persons own more than a 35% interest. **Yes** **No**

6a Were any assets transferred, whether by gift or sale, from the predecessor organization to you? If "Yes," provide a list of assets, indicate the value of each asset, explain how the value was determined, and attach an appraisal, if available. For each asset listed, also explain if the transfer was by gift, sale, or combination thereof. **Yes** **No**

b Were any restrictions placed on the use or sale of the assets? If "Yes," explain the restrictions. **Yes** **No**

c Provide a copy of the agreement(s) of sale or transfer.

7 Were any debts or liabilities transferred from the predecessor for-profit organization to you? If "Yes," provide a list of the debts or liabilities that were transferred to you, indicating the amount of each, how the amount was determined, and the name of the person to whom the debt or liability is owed. **Yes** **No**

8 Will you lease or rent any property or equipment previously owned or used by the predecessor for-profit organization, or from persons listed in line 4, or from for-profit organizations in which these persons own more than a 35% interest? If "Yes," submit a copy of the lease or rental agreement(s). Indicate how the lease or rental value of the property or equipment was determined. **Yes** **No**

9 Will you lease or rent property or equipment to persons listed in line 4, or to for-profit organizations in which these persons own more than a 35% interest? If "Yes," attach a list of the property or equipment, provide a copy of the lease or rental agreement(s), and indicate how the lease or rental value of the property or equipment was determined. **Yes** **No**

Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures

Section I *Names of individual recipients are not required to be listed in Schedule H.*

Public charities and private foundations complete lines 1a through 7 of this section. See the instructions to Part X if you are not sure whether you are a public charity or a private foundation.

- 1a** Describe the types of educational grants you provide to individuals, such as scholarships, fellowships, loans, etc.
- b** Describe the purpose and amount of your scholarships, fellowships, and other educational grants and loans that you award.
- c** If you award educational loans, explain the terms of the loans (interest rate, length, forgiveness, etc.).
- d** Specify how your program is publicized.
- e** Provide copies of any solicitation or announcement materials.
- f** Provide a sample copy of the application used.
- 2** Do you maintain case histories showing recipients of your scholarships, fellowships, educational loans, or other educational grants, including names, addresses, purposes of awards, amount of each grant, manner of selection, and relationship (if any) to officers, trustees, or donors of funds to you? If "No," refer to the instructions. Yes No
- 3** Describe the specific criteria you use to determine who is eligible for your program. (For example, eligibility selection criteria could consist of graduating high school students from a particular high school who will attend college, writers of scholarly works about American history, etc.)
- 4a** Describe the specific criteria you use to select recipients. (For example, specific selection criteria could consist of prior academic performance, financial need, etc.)
- b** Describe how you determine the number of grants that will be made annually.
- c** Describe how you determine the amount of each of your grants.
- d** Describe any requirement or condition that you impose on recipients to obtain, maintain, or qualify for renewal of a grant. (For example, specific requirements or conditions could consist of attendance at a four-year college, maintaining a certain grade point average, teaching in public school after graduation from college, etc.)
- 5** Describe your procedures for supervising the scholarships, fellowships, educational loans, or other educational grants. Describe whether you obtain reports and grade transcripts from recipients, or you pay grants directly to a school under an arrangement whereby the school will apply the grant funds only for enrolled students who are in good standing. Also, describe your procedures for taking action if the terms of the award are violated.
- 6** Who is on the selection committee for the awards made under your program, including names of current committee members, criteria for committee membership, and the method of replacing committee members?
- 7** Are relatives of members of the selection committee, or of your officers, directors, or **substantial contributors** eligible for awards made under your program? If "Yes," what measures are taken to ensure unbiased selections? Yes No
- Note.** If you are a private foundation, you are not permitted to provide educational grants to **disqualified persons**. Disqualified persons include your substantial contributors and foundation managers and certain family members of disqualified persons.

Section II **Private foundations complete lines 1a through 4f of this section. Public charities do not complete this section.**

- 1a** If we determine that you are a private foundation, do you want this application to be considered as a request for advance approval of grant making procedures? Yes No N/A
- b** For which section(s) do you wish to be considered?
- 4945(g)(1)—Scholarship or fellowship grant to an individual for study at an educational institution
 - 4945(g)(3)—Other grants, including loans, to an individual for travel, study, or other similar purposes, to enhance a particular skill of the grantee or to produce a specific product
- 2** Do you represent that you will (1) arrange to receive and review grantee reports annually and upon completion of the purpose for which the grant was awarded, (2) investigate diversions of funds from their intended purposes, and (3) take all reasonable and appropriate steps to recover diverted funds, ensure other grant funds held by a grantee are used for their intended purposes, and withhold further payments to grantees until you obtain grantees' assurances that future diversions will not occur and that grantees will take extraordinary precautions to prevent future diversions from occurring? Yes No
- 3** Do you represent that you will maintain all records relating to individual grants, including information obtained to evaluate grantees, identify whether a grantee is a disqualified person, establish the amount and purpose of each grant, and establish that you undertook the supervision and investigation of grants described in line 2? Yes No

Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures
(Continued)

Section II Private foundations complete lines 1a through 4f of this section. Public charities do not complete this section. (Continued)

- 4a** Do you or will you award scholarships, fellowships, and educational loans to attend an educational institution based on the status of an individual being an *employee of a particular employer*? If "Yes," complete lines 4b through 4f. Yes No
- b** Will you comply with the seven conditions and either the percentage tests or facts and circumstances test for scholarships, fellowships, and educational loans to attend an educational institution as set forth in Revenue Procedures 76-47, 1976-2 C.B. 670, and 80-39, 1980-2 C.B. 772, which apply to inducement, selection committee, eligibility requirements, objective basis of selection, employment, course of study, and other objectives? (See lines 4c, 4d, and 4e, regarding the percentage tests.) Yes No
- c** Do you or will you provide scholarships, fellowships, or educational loans to attend an educational institution to employees of a particular employer? Yes No N/A
If "Yes," will you award grants to 10% or fewer of the eligible applicants who were actually considered by the selection committee in selecting recipients of grants in that year as provided by Revenue Procedures 76-47 and 80-39? Yes No
- d** Do you provide scholarships, fellowships, or educational loans to attend an educational institution to children of employees of a particular employer? Yes No N/A
If "Yes," will you award grants to 25% or fewer of the eligible applicants who were actually considered by the selection committee in selecting recipients of grants in that year as provided by Revenue Procedures 76-47 and 80-39? If "No," go to line 4e. Yes No
- e** If you provide scholarships, fellowships, or educational loans to attend an educational institution to children of employees of a particular employer, will you award grants to 10% or fewer of the number of employees' children who can be shown to be eligible for grants (whether or not they submitted an application) in that year, as provided by Revenue Procedures 76-47 and 80-39? Yes No N/A
If "Yes," describe how you will determine who can be shown to be eligible for grants without submitting an application, such as by obtaining written statements or other information about the expectations of employees' children to attend an educational institution. If "No," go to line 4f.
- Note.** Statistical or sampling techniques are not acceptable. See Revenue Procedure 85-51, 1985-2 C.B. 717, for additional information.
- f** If you provide scholarships, fellowships, or educational loans to attend an educational institution to *children of employees of a particular employer* without regard to either the 25% limitation described in line 4d, or the 10% limitation described in line 4e, will you award grants based on facts and circumstances that demonstrate that the grants will not be considered compensation for past, present, or future services or otherwise provide a significant benefit to the particular employer? If "Yes," describe the facts and circumstances that you believe will demonstrate that the grants are neither compensatory nor a significant benefit to the particular employer. In your explanation, describe why you cannot satisfy either the 25% test described in line 4d or the 10% test described in line 4e. Yes No

Form 1023 Checklist

(Revised June 2006)

Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

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

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

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

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

- Employer Identification Number (EIN)

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

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

Schedule A	Yes ___ No ___	Schedule E	Yes ___ No ___
Schedule B	Yes ___ No ___	Schedule F	Yes ___ No ___
Schedule C	Yes ___ No ___	Schedule G	Yes ___ No ___
Schedule D	Yes ___ No ___	Schedule H	Yes ___ No ___

- An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
 - Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) _____
 - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law _____
- Signature of an officer, director, trustee, or other official who is authorized to sign the application.
 - Signature at Part XI of Form 1023.
- Your name on the application must be the same as your legal name as it appears in your articles of organization.

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

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

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

Internal Revenue Service
201 West Rivercenter Blvd.
Attn: Extracting Stop 312
Covington, KY 41011



ATTACHMENTS TO IRS FORM 1023**Part IV – Narrative Description of Your Activities**

San Francisco Public Press is a nonprofit corporation organized and operated exclusively for charitable and educational purposes. Specifically, this organization will (a) promote the instruction of the public on subjects useful to the individual and beneficial to the community, (b) promote the arts and culture by providing public-interest journalism to public audiences through print and interactive media without advertisements. We have developed two (2) programs in furtherance of our purposes.

Our first program is titled: **SF Public Press**. The purposes of this program are to promote the instruction of the public on subjects useful to the individual and beneficial to the community, to promote the arts and culture by providing public-interest journalism to public audiences through print and interactive media. We further our purposes under this program by establishing a news website and printed newspaper. Specifically, this corporation will develop a nonprofit, noncommercial news organization that produces public-interest and civic-affairs journalism for broad and diverse audiences within the San Francisco Bay Area.

Newspapers around the country are trapped in a cycle of falling advertising revenue, staff cutbacks and circulation loss. In the Bay Area, journalists are disappearing. Northern California newspapers have collectively downsized by more than one 1,000 journalists since 2000. With fewer reporters scrambling to cover larger beats, newspapers are bound to compromise their watchdog role and miss important stories. As such, the SF Public Press program will help spark a renewed local interest in voting, volunteerism and civic engagement by offering quality journalism through both interactive and print media.

Specifically, our program will offer news stories on our website, www.sfpublicpress.org. Readers will have free unrestricted access to a host of local and national stories. Our coverage includes written articles, photography, audio, video and multimedia features. Currently, our news editor, Michelle Fitzhugh-Craig, former city editor at The Oakland Tribune, oversees the editorial team. We have a team of fifty (50) active volunteer journalists. In addition, we also do work with freelance journalist who either already volunteer their time or in some cases will receive some compensation. Much of the compensation that is provided to freelance journalists will be micro-financed by our organization. Specifically, we work with a nonprofit organization called Spot.Us, which runs a website where our journalists can pitch story ideas and the public can recommend tips for possible stories. Further, anyone is then able to donate to any particular pitched story. Once a particular story receives the necessary donated funds, the journalist will then receive the funding to continue their investigative report. Please see www.spot.us for more details. In the short term, however, we anticipate that the majority of our stories will be covered by those volunteers working without compensation.

We believe that providing a print edition to the public is essential. As some news organizations have proposed to jettison their print editions, doing so could exacerbate the

problem that access to the Internet is not universal: According to San Francisco's 2009 City Survey, more than 34 percent (34%) of households with income under fifty thousand dollars (\$50,000) are not able to access the Internet at home via personal computers. (Median household income in San Francisco is \$65,519.)

While we have not yet launched our print edition, we anticipate that by 2010 we will be able to begin distribution of pilot printed newspaper. We will sell the papers at fair market value and will start with a weekly issue. We anticipate that our first weekly circulation release of the paper will consist of five thousand to ten thousand (5,000-10,000) papers and will eventually evolve to fifty thousand (50,000) papers with a five-day-a-week circulation. Currently, we are conducting the appropriate research to determine the different costs and options of printing our newspaper, including comparing different format styles such as broadsheet versus tabloid formats, various numbers of pages and the differences of varying print volumes. We are also determining the costs associated with its distribution, such as bicycle delivery within the San Francisco city limits, mail costs within the local San Francisco Bay Area as well as the costs of distribution in city honor boxes (traditional street newspaper dispensers), newsstands and other media outlets. We expect that our distribution will increase in correspondence with our transition from a monthly or weekly issue to a five-day-a-week issue.

Further, we will also offer informal memberships to our organization. Our basic membership fee will be thirty-five (\$35) dollars a year. Our members will have no responsibility associated with their membership besides their annual donation. Further, our informal members will not have any voting rights and are members in name only. Our members will be entitled to attend a special annual event of which they will have the opportunity to voice their input and concerns over the journalistic direction of the project. Members will also receive a subscription of our printed newspaper; however, we have not yet determined any subscription details as our research is still pending. Members will also be encouraged, along with the general public, to participate with active feedback on the progress of the paper, its selection of stories and any other relevant needs seen by the public. We will also produce a special membership newsletter that will update all of our members on the progress of the paper and any special events and/or other applicable organizational information.

Our second program is titled: **SF Engage**. The purposes of this program are to promote the instruction of the public on subjects useful to the individual and beneficial to the community, to promote the arts and culture by providing public-interest journalism to public audiences through print and interactive media. We further our purposes under this program by establishing a community outreach program. Specifically, this program will communicate directly with people in San Francisco about their unmet needs for local news and other under-covered community information.

Our SF Engage program will offer a unique program that will bridge the gap between the public and the press. Specifically, our volunteers will attend local neighborhood and community meetings and events in order to consult with local residents about topics that are not being reported by mainstream news organizations. While our organization may

not investigate all suggestions made by the public, we will post all of our discussion topics on our SF Engage blog site at: www.sfengage.org. Our program is an exciting new way to bring the public into the newsroom and for our reporters to further engage the local community.

These programs have already commenced and are to be implemented and fully operational by 2010; they will be administered by the directors and officers of our organization. Our programs will be conducted from our headquarters as listed on this Form 1023. Our organization will spend 100 percent (100%) of its time and efforts on these programs. Our SF Public Press and other programs, as well as our organization, are marketed through the Internet, newspapers, local cable television, radio, brochures and word of mouth. These programs are funded through donations and grants. By offering our SF Public Press and other programs, we accomplish our purposes of promoting the instruction of the public on subjects useful to the individual and beneficial to the community, and promoting the arts and culture by providing public-interest journalism to public audiences through print and interactive media.

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

Line 1a

Name	Title	Address	Compensation
Michael Stoll	President/Director	[REDACTED]	[REDACTED]
Marc Smolowitz	Secretary/Director	[REDACTED]	[REDACTED]
Lila LaHood	Treasurer/Director	[REDACTED]	[REDACTED]

Line 3a

Duties and Responsibilities of Officers

Michael Stoll serves as our President and Director and accomplishes those tasks assigned to him in accordance with our Bylaws. Michael is qualified through his personal and professional experience and has demonstrated a commitment to the purposes and goals of our organization. Specifically, Michael's qualifications include but are not limited to working as a freelance reporter, editor and college professor. His responsibilities include but are not limited to advising the Board of Directors and carrying out tasks assigned by the Board of Directors, overseeing the daily operations and project planning for our organization, developing key partnerships with participating donors, and overseeing our development so as to maintaining the furtherance of our program.

Lila LaHood serves as our Treasurer and Director and accomplishes those tasks assigned to her in accordance with our Bylaws. Lila is qualified through her personal and professional experience and has demonstrated a commitment to the purposes and goals of our organization. Specifically, Lila's qualifications include but are not limited to working as a professional journalist and fundraiser. Her responsibilities include but are not limited to advising the Board of Directors and carrying out tasks assigned by the Board of Directors and assisting in the handling of monies, deposits and any disbursements of funds of our organization. She is also in charge of coordinating, with the President and the Board, activities including grant applications and any special projects and fiscal management. Together with the President and the members of the Board of Directors, Lila will help develop and manage the annual budget for the Board of Director's approval. She will work as needed to accomplish these duties.

Marc Smolowitz serves as our Secretary and Director and accomplishes those tasks assigned to him in accordance with our Bylaws. Marc is qualified through his personal and professional experience and has demonstrated a commitment to the purposes and goals of our organization. Specifically, Marc's qualifications include but are not limited to working as a multimedia producer and nonprofit development professional. As Secretary, he is responsible for recording the minutes of our organization's Board meetings and managing our organization's correspondence with the public. With the help of the President, he also helps coordinate organizational work flow, keeps projects on schedule, prepares meeting agendas and maintains our organization's procedures manual to ensure the consistent performance of routines. He will work as needed to accomplish these duties.

Line 5a

The CONFLICT OF INTEREST policy is attached herewith in our organizations Bylaws under Article 9 and was adopted by the board of directors and signed into effect by the Secretary.

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

Line 1a

Please see Part IV: Narrative Description of Your Activities for details.

Line 2

Our informal members will be entitled to attend a special annual event in which they will receive the opportunity to voice their input and concerns over the journalistic direction of the organization. Informal members will also receive a special membership newsletter that will update them on upcoming stories and applicable events. Otherwise, our program does not limit any other provision of goods, services or funds to any specific individual or group of individuals.

Part VIII - Your Specific Activities

Line 4a

Mail Solicitations

We intend to solicit funds for our program by sending promotional materials via mail. No official plans or representative copies exist at this time.

E-mail Solicitations

We may solicit funds for our program by sending promotional materials via e-mail. No official plans or representative copies exist at this time.

Personal Solicitation

We intend to solicit funds for our program by personal contact. No official plans exist at this time.

Phone Solicitations

We intend to use phone solicitations to communicate with the people who have supplied their contact information directly to our organization.

Foundation Grants

We are applying for foundation grants for funds to operate our program in the future. We have a list of foundations from which we are in the process of requesting grant funding.

Website Solicitations

We have established a website at www.sfpublicpress.org. Currently, donations can be made online. The link redirects to a PayPal account maintained by our fiscal sponsor, Independent Arts & Media.

Other Organization's Website Solicitations

Currently, donations can be made through a fiscal sponsor Independent Arts & Media on their website at www.artsandmedia.net. Additionally, please see the attached Arms Length Agreement with our fiscal sponsor.

Government Grants

We may seek grants at a later date to operate our programs. No official plans exist at this time.

Other

We may use any other legal means available to us as a nonprofit corporation operating within our stated purpose to raise money to fund our programs.

Line 4b

Currently, our organization is fiscally sponsored by Independent Arts & Media. Please see the attached Arms Length Agreement for more details.

Line 4d

Fundraising will primarily be conducted in California. Our organization will conduct our own fundraising once we have received our 501(c)(3) status and will work with Independent Arts & Media as a fiscal sponsor during our pending application period.

Line 10

This organization will own all intellectual property created under the auspices of this organization. Fees charged, if any, will be determined by fair market value. No specific production, distribution or marketing plans exist at this time.

Line 11

This organization will accept contributions of: real property; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type if said contributions further the purposes of this organization. This organization will not accept donations if any conditions imposed by the donor on the contribution limit this organization's ability to achieve its purposes or force this organization to conduct activities that are not in furtherance of 501(c)(3) purposes. We will ensure that donations are accepted in accordance with 501(c)(3) regulations and we will properly determine fair market value according to Publication 561. However, we will not actively solicit any of these contributions.

Part VIII

Line 15

Currently, our organization has close connection with Independent Arts & Media because they have agreed to be our fiscal sponsor and receive donations on our behalf until we receive our nonprofit 501(c)(3) status. Please see the attached Arms Length Agreement regarding our connection with Independent Arts & Media.

Part IX

Financial Data

Revenues	2009	2010	2011
Gifts/Grants/Donations/Contributions			
Member Dues			
Sales			
Other Revenue (Syndication)			
Sponsorship			
Total Revenue			
Expenses	2009	2010	2011
Line 14 - Fundraising Expenses			
Line 15 - Grants, Donations, Gifts to Others			
Line 17 - Director/Officer Compensation			
Line 18 - Other Salaries and Wages			
Line 20 - Occupancy			
Rent			
Utilities			
Other Occupancy Costs			
Line 23 - Other Expenses			
Advertising/Promotion for Startup			
Printers			
Website startup/maintenance			
Brochures			
Stationery			
Advertising/Marketing			
Office Supplies			
Miscellaneous Supplies			
Licenses/Permits/Government Filings			
Insurance			
Fees Paid to Professionals (lawyers, CPA, etc.)			
Other Expenses Subtotal			
Total Expenses			
Excess revenue over expenses			

**Independent Arts & Media
Fiscal Sponsorship Fact Sheet & Contract**

Independent Arts & Media provides fiscal sponsorship to artists, musicians and media producers who are seeking funding from private foundations, government agencies and individual donors for non-commercial projects that are consistent with the Indy Arts mission. Fiscal sponsorship enables individuals, collectives and organizations to apply for support from funding sources that only make grants to projects with non-profit status.

Please Note: Fiscal Sponsorship is *not* a grantmaking or financial aid service.

Mission: Indy Arts expands civic dialogue by increasing access to independent voices.

Who Can Apply: We welcome applications from individuals and organizations that:

1. share our principles of free expression, open inquiry and cultural participation;
2. are competent in the field of interest, or, committed and able to develop skills necessary to make the proposed project a reality;
3. are personally involved in the project from conception to conclusion;
4. are able to provide Indy Arts with a formal proposal for the project (see below).

Summary Of Terms & Conditions

1. We are committed to the editorial and creative autonomy of the projects we sponsor. Copyright and intellectual property ownership remain with the grantee.
2. The grantee will provide Indy Arts with a quarterly project progress report.
3. Indy Arts will charge an administrative fee of seven percent (7%) to cover accounting, donation acknowledgment, fund disbursement and IRS compliance.
4. Sponsorship is formalized by the signing of an agreement by a representative of both the project and Indy Arts. The agreement guarantees the rights of both parties and details the terms and conditions of sponsorship.
5. Additional services, including support with media production, fundraising, etc., are also available, and all Indy Arts fiscal sponsors get a free exhibitor table at our annual Expo for Independent Arts in San Francisco.

Proposal Guidelines

In order to receive fiscal sponsorship from Indy Arts, the applicant must provide a project proposal for our review. Proposals should include:

- a narrative (up to five pages) describing the project and its goals and deadlines, medium/methods, audience, consistency with the Indy Arts mission, plan for distribution and promotions, and fundraising prospects;
- a one- to two-page budget;
- resumes and/or bios for the project's lead personnel.
- We will gladly accept an executive summary or a copy of a previous grant request, as long as it generally addresses the points listed above.

The First Step: To begin the process, email a short query to sponsor@artsandmedia.net. Include a very brief project description and contact info.

Fiscal Sponsorship Contract and Agreement

Independent Arts & Media (Indy Arts, the "Grantor"), a 501(c)(3) tax-exempt nonprofit, is offering fiscal sponsorship to San Francisco Public Press ("Grantee") for the project SF Political Press ("Project").

RECITALS

- A. Grantor will grant all funds received on behalf of the Grantee to the Grantee, less any administrative charge and according to the terms set forth below. All grants received will, for tax purposes, be treated as income for the Grantor.
- B. Grantee agrees to use said funds according to the terms and for the purposes set forth below.

AGREEMENT


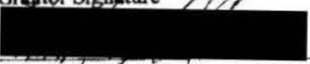
NOW, THEREFORE, the parties agree as follows:

1. Grantee has submitted a proposal for a Project to be produced by Grantee. The Project is set forth and defined in EXHIBIT A, attached hereto ("the Project"). Grantee agrees to use best efforts to produce the Project.
2. Grantor's staff and review/screening committee has reviewed the proposal and qualifications of the Grantee, is satisfied that the Grantee is capable of producing the proposed Project in a professional, competent, diligent manner, and the Grantee agrees to do so.
3. Grantor may charge an administrative fee of seven percent (7%) of grants received.
4. Grantee warrants that the Project is non-commercial in nature. Grantee specifically warrants that the Project will not be used to support a candidate for public office or specific governmental legislation.
5. Grantee agrees to be legally responsible for the production of the Project. Copyright and intellectual property ownership remain with the Grantee. Grantee is the sole party responsible for the editorial and creative direction of the Project.
6. Grantee agrees to allow Grantor to have access at reasonable times and places to the books and records of Grantee which relate to this grant.

7. Grantee warrants that the Project and its production does not violate any personal or private rights, copyright or trademark rights, or any other right of any third party. Grantee agrees to hold Grantor harmless from, and defend Grantor against, any claims of such violations, including reasonable attorney's fees and court costs of Grantor, its board members, directors and/or staff.
8. Grantee agrees to comply with all laws, state or federal, in the production and/or distribution of the Project.
9. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney's fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or its agents, in applying for or accepting grants, in expending or applying the funds furnished pursuant to such grants, or in carrying out the program or project to be funded or financed by such grants.
10. Grantee agrees to provide Grantor with a quarterly progress report which will include all updated financial information, updates on all production deadlines, and updated summaries of the Project.
11. Grantee agrees to acknowledge Grantor's sponsorship in the Project credits. This acknowledgement shall include a website URL for Indy Arts on Project documents, collateral and finished products.
12. Grantee agrees to give archival materials, including documents, collateral and finished products, to Grantor at no cost for inclusion in Grantor's archives, and for use in Grantor's promotional efforts.
13. Grantee warrants that all funding information concerning this Project has been disclosed to Grantor, and to make all such future funding information known to Grantor at the time of any new receipt of any funding.
14. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of Grantor for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto.
15. Either Grantor or Grantee may terminate this Agreement on thirty (30) days' written notice to the other party, so long as another nonprofit corporation which is tax exempt under IRC Section 501(c)(3), and is not classified as private foundation under Section 509(a) ("a Successor"), is willing and able to sponsor the Project. The balance of assets held by Grantor for the Project shall be transferred to the Successor at the end of the notice period or sooner if all parties so agree. Grantee shall be eligible to be a Successor itself so long as Grantee has received, no later than the end of the notice

period, a determination letter from the Internal Revenue Service indicating that Grantee meets the qualifications for a Successor stated above. If no Successor is found, Grantor may dispose of the Project assets and liabilities in any manner consistent with applicable tax laws.

- SW
- MS

	<u>Chairman, Board of Directors</u>	<u>1/3/10</u>
Grantor Signature	Title	Date
	<u>Project director, SF public press</u>	<u>1/3/10</u>
Grantee Signature	Title	Date

Part IX Financial Data

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

A. Statement of Revenues and Expenses

Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years			(e) Provide Total for (a) through (d)
	(a) From <u>1/1/10</u> To <u>12/31/10</u>	(b) From..... To	(c) From..... To	(d) From..... To	
Revenues					
1 Gifts, grants, and contributions received (do not include unusual grants)	[REDACTED]				
2 Membership fees received	[REDACTED]				
3 Gross investment income	[REDACTED]				
4 Net unrelated business income	[REDACTED]				
5 Taxes levied for your benefit	[REDACTED]				
6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	[REDACTED]				
7 Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)	[REDACTED]				
8 Total of lines 1 through 7	[REDACTED]				
9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	[REDACTED]				
10 Total of lines 8 and 9	[REDACTED]				
11 Net gain or loss on sale of capital assets (attach schedule and see instructions)	[REDACTED]				
12 Unusual grants	[REDACTED]				
13 Total Revenue Add lines 10 through 12	[REDACTED]				
Expenses					
14 Fundraising expenses	[REDACTED]				
15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	[REDACTED]				
16 Disbursements to or for the benefit of members (attach an itemized list)	[REDACTED]				
17 Compensation of officers, directors, and trustees	[REDACTED]				
18 Other salaries and wages	[REDACTED]				
19 Interest expense	[REDACTED]				
20 Occupancy (rent, utilities, etc.)	[REDACTED]				
21 Depreciation and depletion	[REDACTED]				
22 Professional fees	[REDACTED]				
23 Any expense not otherwise classified, such as program services (attach itemized list)	[REDACTED]				
24 Total Expenses Add lines 14 through 23	[REDACTED]				

**Line 7: Any revenue not otherwise listed above or in lines 9-12 below.
Itemized list:**

- [REDACTED] — Balance from 2009

Line 9: Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes. Itemized list:

- [REDACTED] — Newspaper sales
- [REDACTED] — Event ticket sales

**Line 23: Any expense not otherwise classified, such as program services.
Itemized list:**

- [REDACTED] — Printing of two editions of a broadsheet, ad-free newspaper. First issue: 28 pages, 8,000 copies. Second issue: 24 pages, 7,000 copies.
- [REDACTED] — Other, including insurance
- [REDACTED] — Fees to fiscal sponsor
- [REDACTED] — Equipment, including large-format printer
- [REDACTED] — Office supplies
- [REDACTED] — Postage
- [REDACTED] — Software, books and publications
- [REDACTED] — Transportation

Date of this notice: 11-09-2009

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 A

SAN FRANCISCO PUBLIC PRESS
SF PUBLIC PRESS
965 MISSION ST STE 220
SAN FRANCISCO, CA 94103

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [REDACTED]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

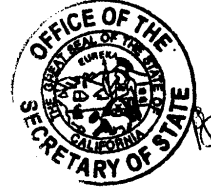
Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	07/31/2010
Form 940	01/31/2011

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes* and Publication 4248, *EFTPS (Brochure)*. If you need to make a deposit before you receive your Welcome Package, please visit an IRS taxpayer assistance center to obtain a Federal Tax Deposit Coupon, Form 8109-B. To locate the taxpayer assistance center nearest you, visit the IRS Web site at <http://www.irs.gov/localcontacts/index.html>. Note: You will not be able to obtain Form 8109-B by calling 1-800-829-TAXFORMS (1-800-829-3676).



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

DEC 18 2009

DEBRA BOWEN
Secretary of State

NOV 18 2009

ARTICLES OF INCORPORATION
OF
SAN FRANCISCO PUBLIC PRESS

I.

The name of the corporation is San Francisco Public Press.

II.

- A. 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.
- B. The specific purposes of this corporation are to promote the instruction of the public on subjects useful to the individual and beneficial to the community, and to promote the arts and culture by providing public interest journalism to public audiences through print and interactive media.

III.

The name and address in the State of California of this corporation's initial agent for service of process is:

Michael Stoll
965 Mission Street, Suite 220
San Francisco, CA 94103

IV.

- A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501 (c) (3), Internal Revenue Code.
- B. 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 on any candidate for public office.

V.

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income of assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501 (c) (3), Internal Revenue Code.



Michael Stoll, Incorporator



dated: Nov. 16 2009

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*NOTE: This document contained a typo and has been corrected (3/7/2014)

**Bylaws
of
San Francisco Public Press
A California Public Benefit Corporation**

**ARTICLE 1
NAME AND LOCATION**

SECTION 1. NAME

The name of this Corporation is **San Francisco Public Press** hereinafter referred to as "the corporation")

SECTION 2. PRINCIPAL OFFICE

The principal office of the corporation for the transaction of its business shall be located at:

965 Mission Street

San Francisco, CA 94103

SECTION 3. CHANGE OF ADDRESS

The county of the corporation's principal office can be changed only by amendment of these bylaws and not otherwise. The board of directors may, however, change the principal office from one location to another within the named county by noting the changed address and effective date below, and such changes of address shall not be deemed an amendment of these bylaws.

_____	Dated: _____
_____	Dated: _____
_____	Dated: _____

SECTION 4. OTHER OFFICES

The corporation may also have offices at such other places, within or without the State of California, where it is qualified to do business, as its business may require and as the board of directors may, from time to time, designate.

SECTION 5. EFFECTIVE DATE OF ADOPTION OF BYLAWS

These bylaws shall be effective as of the ____ day of ____, 2009.

ARTICLE 2 PURPOSES

SECTION 1. OBJECTIVES AND PURPOSES

The primary objectives and purposes of this corporation shall be: to promote the instruction of the public on subjects useful to the individual and beneficial to the community and to promote the arts and culture by providing public interest journalism to public audiences through print and interactive media without commercial advertisements.

ARTICLE 3 DIRECTORS

SECTION 1. NUMBER

The corporation shall have four (4) directors and collectively they shall be known as the board of directors. The number may be changed by amendment of this bylaw, or by repeal of this bylaw and adoption of a new bylaw, as provided in these bylaws.

SECTION 2. POWERS

Subject to the provisions of the California Nonprofit Public Benefit Corporation law and any limitations in the articles of incorporation and bylaws relating to action required or permitted to be taken or approved by the members, if any, of this corporation, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the board of directors.

SECTION 3. DUTIES

It shall be the duty of the directors to:

- (a) Perform any and all duties imposed on them collectively or individually by law, by the articles of incorporation of this corporation, or by these bylaws;
- (b) Appoint and remove, employ and discharge, and, except as otherwise provided in these bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents, and employees of the corporation;
- (c) Supervise all officers, agents, and employees of the corporation to assure that their

duties are performed properly;

(d) Meet at such times and places as required by these bylaws;

(e) Register their addresses with the secretary of the corporation and notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof.

SECTION 4. TERMS OF OFFICE

Each director shall hold office until the next annual meeting for election of the board of directors as specified in these bylaws, and until his or her successor is elected and qualifies.

SECTION 5. COMPENSATION

Directors shall serve without compensation except that they shall be allowed and paid for any duties or services outside their duties as Director. In addition, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 3 of this Article. Directors may not be compensated for rendering services to the corporation in any capacity other than director unless such other compensation is reasonable and is allowable under the provisions of Section 6 of this Article. Any payments to directors shall be approved in advance in accordance with this corporation's conflict of interest policy, as set forth in Article 9 of these bylaws.

SECTION 6. RESTRICTION REGARDING INTERESTED DIRECTORS

Notwithstanding any other provision of these bylaws, not more than forty-nine percent (49%) of the persons serving on the board may be interested persons. For purposes of this Section, "interested persons" means either:

(a) Any person currently being compensated by the corporation for services rendered it within the previous twelve (12) months, whether as a full- or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; or

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

SECTION 7. PLACE OF MEETINGS

Meetings shall be held at the principal office of the corporation unless otherwise provided by the board or at such place within or without the State of California which has been designated from time to time by resolution of the board of directors. In the absence of such designation, any meeting not held at the principal office of the corporation shall be valid only if held on the written consent of all directors given either before or after the meeting

and filed with the secretary of the corporation or after all board members have been given written notice of the meeting as hereinafter provided for special meetings of the board.

Any meeting, regular or special, may be held by conference telephone, electronic video screen communication, or other communications equipment. Participation in a meeting through use of conference telephone constitutes presence in person at that meeting so long as all directors participating in the meeting are able to hear one another. Participation in a meeting through use of electronic video screen communication or other communications equipment (other than conference telephone) constitutes presence in person at that meeting if all of the following apply:

a) Each director participating in the meeting can communicate with all of the other directors concurrently;

b) Each director is provided the means of participating in all matters before the board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation; and

c) The corporation adopts and implements some means of verifying (1) that all persons participating in the meeting are directors of the corporation or are otherwise entitled to participate in the meeting, and (2) that all actions of, or votes by, the board are taken and cast only by directors and not by persons who are not directors.

SECTION 8. REGULAR AND ANNUAL MEETINGS

Regular meetings of directors shall be held on the date as the Board of Directors so determine in accordance with applicable state law, the corporation shall hold an annual meeting for the purpose of transacting such business as may properly come before the meeting unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same hour and place on the next business day.

If this corporation makes no provision for members, then, at the annual meeting of directors held on _____, directors shall be elected by the board of directors in accordance with this section. Cumulative voting by directors for the election of directors shall not be permitted. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected. Each director shall cast one vote, with voting being by ballot only.

SECTION 9. SPECIAL MEETINGS

Special meetings of the board of directors may be called by the chairperson of the board, the president, the vice president, the secretary, or by any two directors, and such meetings shall be held at the place, within or without the State of California, designated by the person or persons calling the meeting, and in the absence of such designation, at the principal

office of the corporation.

SECTION 10. NOTICE OF MEETINGS

Regular meetings of the board may be held without notice. Special meetings of the board shall be held upon four (4) days' notice by first-class mail or forty-eight (48) hours' notice delivered personally or by telephone or telegraph. If sent by mail or telegraph, the notice shall be deemed to be delivered on its deposit in the mails or on its delivery to the telegraph company. Such notices shall be addressed to each director at his or her address as shown on the books of the corporation. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

SECTION 11. CONTENTS OF NOTICE

Notice of meetings not herein dispensed with shall specify the place, day, and hour of the meeting. The purpose of any board meeting need not be specified in the notice.

SECTION 12. WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS

The transactions of any meeting of the board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

SECTION 13. QUORUM FOR MEETINGS

A quorum shall consist of two-thirds (2/3) of directors.

Except as otherwise provided in these bylaws or in the articles of incorporation of this corporation, or by law, no business shall be considered by the board at any meeting at which a quorum, as hereinafter defined, is not present, and the only motion which the chair shall entertain at such meeting is a motion to adjourn. However, a majority of the directors present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the board.

When a meeting is adjourned for lack of a quorum, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement at the meeting at which the adjournment is taken, except as provided in Section 10 of this Article.

The directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the articles of incorporation or bylaws of this corporation.

SECTION 14. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the board of directors, unless the articles of incorporation or bylaws of this corporation, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committees (Section 5212), approval of contracts or transactions in which a director has a material financial interest (Section 5233), and indemnification of directors (Section 5238e), require a greater percentage or different voting rules for approval of a matter by the board.

SECTION 15. CONDUCT OF MEETINGS

Meetings of the board of directors shall be presided over by the chairperson of the board, or, if no such person has been so designated or, in his or her absence, the president of the corporation or, in his or her absence, by the vice president of the corporation or, in the absence of each of these persons, by a chairperson chosen by a majority of the directors present at the meeting. The secretary of the corporation shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting.

Meetings shall be governed by proper rules of order as the Board see fit, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these bylaws, with the articles of incorporation of this corporation, or with provisions of law.

SECTION 16. ACTION BY UNANIMOUS WRITTEN CONSENT WITHOUT MEETING

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. For the purposes of this Section only, "all

members of the board" shall not include any "interested director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law. 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 the directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the board of directors without a meeting and that the bylaws of this corporation authorize the directors to so act, and such statement shall be prima facie evidence of such authority.

SECTION 17. VACANCIES

Vacancies on the board of directors shall exist (1) on the death, resignation, or removal of any director, and (2) whenever the number of authorized directors is increased.

The board of directors may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under Section 5230 and following of the California Nonprofit Public Benefit Corporation Law.

If this corporation has any members, then, if the corporation has fewer than fifty (50) members, directors may be removed without cause by a majority of all members, or, if the corporation has fifty (50) or more members, by vote of a majority of the votes represented at a membership meeting at which a quorum is present.

If this corporation has no members, directors may be removed without cause by a majority of the directors then in office.

Any director may resign effective upon giving written notice to the chairperson of the board, the president, the secretary, or the board of directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the attorney general.

Vacancies on the board may be filled by approval of the board or, if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with this Article of these bylaws, or (3) a sole remaining director. If this corporation has members, however, vacancies created by the removal of a director may be filled only by the approval of the members. The members, if any, of this corporation may elect a director at any time to fill any vacancy not filled by the directors.

A person elected to fill a vacancy as provided by this Section shall hold office until the next annual election of the board of directors or until his or her death, resignation, or removal

from office.

SECTION 18. NONLIABILITY OF DIRECTORS

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

SECTION 19. INDEMNIFICATION BY CORPORATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

To the extent that a person who is, or was, a director, officer, employee, or other agent of this corporation has been successful on the merits in defense of any civil, criminal, administrative, or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the corporation, or has been successful in defense of any claim, issue, or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

If such person either settles any such claim or sustains a judgment against him or her, then indemnification against expenses, judgments, fines, settlements, and other amounts reasonably incurred in connection with such proceedings shall be provided by this corporation but only to the extent allowed by, and in accordance with the requirements of, Section 5238 of the California Nonprofit Public Benefit Corporation Law.

SECTION 20. INSURANCE FOR CORPORATE AGENTS

The board of directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee, or other agent of the corporation) against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the California Nonprofit Public Benefit Corporation Law) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE 4 OFFICERS

SECTION 1. NUMBER OF OFFICERS

The officers of the corporation shall be a president, a secretary, and a chief financial officer who shall be designated the treasurer. The corporation may also have, as determined by the board of directors, a chairperson of the board, one or more vice presidents, assistant

secretaries, assistant treasurers, or other officers. Any number of offices may be held by the same person except that neither the secretary nor the treasurer may serve as the president or chairperson of the board.

SECTION 2. QUALIFICATION, ELECTION, AND TERM OF OFFICE

Any person may serve as an officer of this corporation. Officers shall be elected by the board of directors, at any time, and each officer shall hold office until he or she resigns, is removed, or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

SECTION 3. SUBORDINATE OFFICERS

The board of directors may appoint such other officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the board of directors.

SECTION 4. REMOVAL AND RESIGNATION

Any officer may be removed, either with or without cause, by the board of directors, at any time. Any officer may resign at any time by giving written notice to the board of directors or to the president or secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the board of directors relating to the employment of any officer of the corporation.

SECTION 5. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the board of directors. In the event of a vacancy in any office other than that of president, such vacancy may be filled temporarily by appointment by the president until such time as the board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

SECTION 6. DUTIES OF PRESIDENT

The president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation of this

corporation, or by these bylaws, or which may be prescribed from time to time by the board of directors. Unless another person is specifically appointed as chairperson of the board of directors, he or she shall preside at all meetings of the board of directors. If applicable, the president shall preside at all meetings of the members. Except as otherwise expressly provided by law, by the articles of incorporation, or by these bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the board of directors.

SECTION 7. DUTIES OF VICE PRESIDENT

In the absence of the president, or in the event of his or her inability or refusal to act, the vice president shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions on, the president. The vice president shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the board of directors.

SECTION 8. DUTIES OF SECRETARY

The secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy of these bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

Ensure that the minutes of meetings of the corporation, any written consents approving action taken without a meeting, and any supporting documents pertaining to meetings, minutes, and consents shall be contemporaneously recorded in the corporate records of this corporation. "Contemporaneously" in this context means that the minutes, consents, and supporting documents shall be recorded in the records of this corporation by the later of (1) the next meeting of the board, committee, membership, or other body for which the minutes, consents, or supporting documents are being recorded, or (2) sixty (60) days after the date of the meeting or written consent.

See that all notices are duly given in accordance with the provisions of these bylaws or as required by law.

Be custodian of the records and of the seal of the corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the corporation under

its seal is authorized by law or these bylaws.

Keep at the principal office of the corporation a membership book containing the name and address of each and any member, and, in the case where any membership has been terminated, the secretary shall record such fact in the membership book together with the date on which such membership ceased.

Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefor, the bylaws, the membership book, and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the articles of incorporation of this corporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

SECTION 9. DUTIES OF TREASURER

Subject to the provisions of these bylaws relating to the "Execution of Instruments, Deposits, and Funds," the treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors.

Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever.

Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the board of directors, taking proper vouchers for such disbursements.

Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.

Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefor.

Render to the president and directors, whenever requested, an account of any or all of his or her transactions as treasurer and of the financial condition of the corporation.

Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of treasurer and such other duties as may be required by law, by the articles of incorporation of the corporation, or by these bylaws,

or which may be assigned to him or her from time to time by the board of directors.

SECTION 10. COMPENSATION

The salaries of the officers, if any, shall be fixed from time to time by resolution of the board of directors, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the corporation, provided, however, that such compensation paid a director for serving as an officer of this corporation shall only be allowed if permitted under the provisions of Article 3, Section 6, of these bylaws. In all cases, any salaries received by officers of this corporation shall be reasonable and given in return for services actually rendered for the corporation which relate to the performance of the charitable or public purposes of this corporation. All officer salaries shall be approved in advance in accordance with this corporation's conflict of interest policy, as set forth in Article 9 of these bylaws.

ARTICLE 5 COMMITTEES

SECTION 1. EXECUTIVE COMMITTEE OF THE BOARD

The board of directors may, by a majority vote of directors, designate two (2) or more of its members (who may also be serving as officers of this corporation) to constitute an executive committee of the board and delegate to such committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except with respect to:

- (a) The approval of any action which, under law or the provisions of these bylaws, requires the approval of the members or of a majority of all of the members.
- (b) The filling of vacancies on the board or on any committee that has the authority of the board.
- (c) The fixing of compensation of the directors for serving on the board or on any committee.
- (d) The amendment or repeal of bylaws or the adoption of new bylaws.
- (e) The amendment or repeal or any resolution of the board which by its express terms is not so amendable or repealable.
- (f) The appointment of committees of the board or the members thereof.
- (g) The expenditure of corporate funds to support a nominee for director after there are

more people nominated for director than can be elected.

(h) The approval of any transaction to which this corporation is a party and in which one or more of the directors has a material financial interest, except as expressly provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

By a majority vote of its members then in office, the board may at any time revoke or modify any or all of the authority so delegated, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the board. The committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

SECTION 2. OTHER COMMITTEES

The corporation shall have such other committees as may from time to time be designated by resolution of the board of directors. Such other committees may consist of persons who are not also members of the board. These additional committees shall act in an advisory capacity only to the board and shall be clearly titled as "advisory" committees.

SECTION 3. MEETINGS AND ACTION OF COMMITTEES

Meetings and action of committees shall be governed by, noticed, held, and taken in accordance with the provisions of these bylaws concerning meetings of the board of directors, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be fixed by resolution of the board of directors or by the committee. The time for special meetings of committees may also be fixed by the board of directors. The board of directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these bylaws.

ARTICLE 6

EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS

SECTION 1. EXECUTION OF INSTRUMENTS

The board of directors, except as otherwise provided in these bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any

amount.

SECTION 2. CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the board of directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the treasurer and countersigned by the president of the corporation.

SECTION 3. DEPOSITS

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

SECTION 4. GIFTS

The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation.

ARTICLE 7 CORPORATE RECORDS, REPORTS, AND SEAL

SECTION 1. MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep at its principal office in the State of California:

- (a) Minutes of all meetings of directors, committees of the board, and, if this corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- (b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;
- (c) A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;
- (d) A copy of the corporation's articles of incorporation and bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

SECTION 2. CORPORATE SEAL

The board of directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

SECTION 3. DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation.

SECTION 4. MEMBERS' INSPECTION RIGHTS

If this corporation has any members, then each and every member shall have the following inspection rights, for a purpose reasonably related to such person's interest as a member:

- (a) To inspect and copy the record of all members' names, addresses, and voting rights, at reasonable times, upon five (5) business days' prior written demand on the corporation, which demand shall state the purpose for which the inspection rights are requested.
- (b) To obtain from the secretary of the corporation, upon written demand and payment of a reasonable charge, an alphabetized list of the names, addresses, and voting rights of those members entitled to vote for the election of directors as of the most recent record date for which the list has been compiled or as of the date specified by the member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be made available on or before the later of ten (10) business days after the demand is received or after the date specified therein as of which the list is to be compiled.
- (c) To inspect at any reasonable time the books, records, or minutes of proceedings of the members or of the board or committees of the board, upon written demand on the corporation by the member, for a purpose reasonably related to such person's interests as a member.

SECTION 5. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

SECTION 6. ANNUAL REPORT

The board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the corporation's fiscal year to all directors of the

corporation and, if this corporation has members, to any member who requests it in writing, which report shall contain the following information in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- (d) The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year;
- (e) Any information required by Section 7 of this Article.

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

If this corporation has members, then, if this corporation receives Twenty-Five Thousand Dollars (\$25,000), or more, in gross revenues or receipts during the fiscal year, this corporation shall automatically send the above annual report to all members, in such manner, at such time, and with such contents, including an accompanying report from independent accountants or certification of a corporate officer, as specified by the above provisions of this Section relating to the annual report.

SECTION 7. ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS TO MEMBERS

This corporation shall mail or deliver to all directors and any and all members a statement within one hundred and twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or transaction of the following kind:

Any transaction in which the corporation, or its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

- (a) Any director or officer of the corporation, or its parent or its subsidiary (a mere common directorship shall not be considered a material financial interest); or
- (b) Any holder of more than ten percent (10%) of the voting power of the corporation, its parent, or its subsidiary.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than Fifty Thousand Dollars (\$50,000) or which was one of a number of transactions with the same persons involving, in the aggregate, more than Fifty Thousand Dollars (\$50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the previous fiscal year to any director or officer, except that no such statement need be made if such indemnification was approved by the members pursuant to Section 5238(e)(2) of the California Nonprofit Public Benefit Corporation Law.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the corporation, the nature of such person's interest in the transaction, and, where practical, the amount of such interest, provided that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

If this corporation has any members and provides all members with an annual report according to the provisions of Section 6 of this Article, then such annual report shall include the information required by this Section.

ARTICLE 8 FISCAL YEAR

SECTION 1. FISCAL YEAR OF THE CORPORATION

The fiscal year of the corporation shall begin on the 1st of January and end on the 31st of December in each year.

ARTICLE 9 CONFLICT OF INTEREST AND COMPENSATION APPROVAL POLICIES

SECTION 1. PURPOSE OF CONFLICT OF INTEREST POLICY

The purpose of this conflict of interest policy is to protect this tax-exempt corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the corporation or any "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations and which might result in a possible "excess benefit transaction" as defined in Section 4958(c)(1)(A) of the Internal Revenue Code and as amplified by Section 53.4958 of the IRS Regulations. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

SECTION 2. DEFINITIONS

(a) Interested Person.

Any director, principal officer, member of a committee with governing board delegated powers, or any other person who is a "disqualified person" as defined in Section 4958(f) (1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) Financial Interest.

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

- (1) an ownership or investment interest in any entity with which the corporation has a transaction or arrangement,
- (2) a compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or
- (3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

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

A financial interest is not necessarily a conflict of interest. Under Section 3, paragraph b, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

SECTION 3. CONFLICT OF INTEREST AVOIDANCE PRODEDURES

(a) Duty to Disclose.

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

(b) Determining Whether a Conflict of Interest Exists.

After disclosure of the financial interest and all material facts, and after any discussion with

the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

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

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

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

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

(d) Violations of the Conflicts of Interest Policy.

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

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

SECTION 4. RECORDS OF BOARD AND BOARD COMMITTEE PROCEEDINGS

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

- (a) The names of the persons who disclosed or otherwise were found to have a

financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

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

SECTION 5. COMPENSATION APPROVAL POLICIES

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

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

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

When approving compensation for directors, officers and employees, contractors, and any other compensation contract or arrangement, in addition to complying with the conflict of interest requirements and policies contained in the preceding and following sections of this article as well as the preceding paragraphs of this section of this article, the board or a duly constituted compensation committee of the board shall also comply with the following additional requirements and procedures:

- (a) the terms of compensation shall be approved by the board or compensation committee prior to the first payment of compensation.
- (b) all members of the board or compensation committee who approve compensation arrangements must not have a conflict of interest with respect to the compensation arrangement as specified in IRS Regulation Section 53.4958-6(c)(iii), which generally requires that each board member or committee member approving a compensation arrangement between this organization and a "disqualified person" (as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations):

1. is not the person who is the subject of compensation arrangement, or a family member of such person;
 2. is not in an employment relationship subject to the direction or control of the person who is the subject of compensation arrangement
 3. does not receive compensation or other payments subject to approval by the person who is the subject of compensation arrangement
 4. has no material financial interest affected by the compensation arrangement; and
 5. does not approve a transaction providing economic benefits to the person who is the subject of the compensation arrangement, who in turn has approved or will approve a transaction providing benefits to the board or committee member.
- (c) the board or compensation committee shall obtain and rely upon appropriate data as to comparability prior to approving the terms of compensation. Appropriate data may include the following:
1. compensation levels paid by similarly situated organizations, both taxable and tax-exempt, for functionally comparable positions. "Similarly situated" organizations are those of a similar size and purpose and with similar resources
 2. the availability of similar services in the geographic area of this organization
 3. current compensation surveys compiled by independent firms
 4. actual written offers from similar institutions competing for the services of the person who is the subject of the compensation arrangement.

As allowed by IRS Regulation 4958-6, if this organization has average annual gross receipts (including contributions) for its three prior tax years of less than \$1 million, the board or compensation committee will have obtained and relied upon appropriate data as to comparability if it obtains and relies upon data on compensation paid by three comparable organizations in the same or similar communities for similar services.

- (d) the terms of compensation and the basis for approving them shall be recorded in written minutes of the meeting of the board or compensation committee that approved the compensation. Such documentation shall include:
1. the terms of the compensation arrangement and the date it was approved
 2. the members of the board or compensation committee who were present during debate on the transaction, those who voted on it, and the votes cast by each board or committee member
 3. the comparability data obtained and relied upon and how the data was obtained.

4. If the board or compensation committee determines that reasonable compensation for a specific position in this organization or for providing services under any other compensation arrangement with this organization is higher or lower than the range of comparability data obtained, the board or committee shall record in the minutes of the meeting the basis for its determination.
5. If the board or committee makes adjustments to comparability data due to geographic area or other specific conditions, these adjustments and the reasons for them shall be recorded in the minutes of the board or committee meeting.
6. any actions taken with respect to determining if a board or committee member had a conflict of interest with respect to the compensation arrangement, and if so, actions taken to make sure the member with the conflict of interest did not affect or participate in the approval of the transaction (for example, a notation in the records that after a finding of conflict of interest by a member, the member with the conflict of interest was asked to, and did, leave the meeting prior to a discussion of the compensation arrangement and a taking of the votes to approve the arrangement).
7. The minutes of board or committee meetings at which compensation arrangements are approved must be prepared before the later of the date of the next board or committee meeting or 60 days after the final actions of the board or committee are taken with respect to the approval of the compensation arrangements. The minutes must be reviewed and approved by the board and committee as reasonable, accurate, and complete within a reasonable period thereafter, normally prior to or at the next board or committee meeting following final action on the arrangement by the board or committee.

SECTION 6. ANNUAL STATEMENTS

Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- (a) has received a copy of the conflicts of interest policy,
- (b) has read and understands the policy,
- (c) has agreed to comply with the policy, and
- (d) understands the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

SECTION 7. PERIODIC REVIEWS

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

- (a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's-length bargaining.
- (b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

SECTION 8. USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Section 7, the corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE 10 AMENDMENT OF BYLAWS

SECTION 1. AMENDMENT

Subject to any provision of law applicable to the amendment of bylaws of public benefit nonprofit corporations, these bylaws, or any of them, may be altered, amended, or repealed and new bylaws adopted as follows:

- (a) Subject to the power of members, if any, to change or repeal these bylaws under Section 5150 of the Corporations Code, by approval of the board of directors unless the bylaw amendment would materially and adversely affect the rights of members, if any, as to voting or transfer, provided, however, if this corporation has admitted any members, then a bylaw specifying or changing the fixed number of directors of the corporation, the maximum or minimum number of directors, or changing from a fixed to variable board or vice versa, may not be adopted, amended, or repealed except as provided in subparagraph (b) of this Section; or
- (b) By approval of the members, if any, of this corporation.

**ARTICLE 11
AMENDMENT OF ARTICLES**

SECTION 1. AMENDMENT OF ARTICLES BEFORE ADMISSION OF MEMBERS

Before any members have been admitted to the corporation, any amendment of the articles of incorporation may be adopted by approval of the board of directors.

SECTION 2. AMENDMENT OF ARTICLES AFTER ADMISSION OF MEMBERS

After members, if any, have been admitted to the corporation, amendment of the articles of incorporation may be adopted by the approval of the board of directors and by the approval of the members of this corporation.

SECTION 3. CERTAIN AMENDMENTS

Notwithstanding the above sections of this Article, this corporation shall not amend its articles of incorporation to alter any statement which appears in the original articles of incorporation of the names and addresses of the first directors of this corporation, nor the name and address of its initial agent, except to correct an error in such statement or to delete such statement after the corporation has filed a "Statement by a Domestic Nonprofit Corporation" pursuant to Section 6210 of the California Nonprofit Corporation Law.

**ARTICLE 12
PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS**

SECTION 1. PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

No member, director, officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these bylaws and is fixed by resolution of the board of directors; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation. All members, if any, of the corporation shall be deemed to have expressly consented and agreed that on such dissolution or winding up of the affairs of the corporation, whether voluntarily or involuntarily, the assets of the corporation, after all debts have been satisfied, shall be distributed as required by the articles of incorporation of

this corporation and not otherwise.

**ARTICLE 13
MEMBERS**

SECTION 1. DETERMINATION OF MEMBERS

If this corporation makes no provision for members, then, pursuant to Section 5310(b) of the Nonprofit Public Benefit Corporation Law of the State of California, any action which would otherwise, under law or the provisions of the articles of incorporation or bylaws of this corporation, require approval by a majority of all members or approval by the members, shall only require the approval of the board of directors.

WRITTEN CONSENT OF DIRECTORS ADOPTING BYLAWS

We, the undersigned, are all of the persons acting as the initial directors of San Francisco Public Press, a California nonprofit corporation, and, pursuant to the authority granted to the directors by these bylaws to take action by unanimous written consent without a meeting, consent to, and hereby do, adopt the foregoing bylaws, consisting of twenty-six (26) pages, as the bylaws of this corporation.

Dated: _____

Michael Stoll, Director

Tom Honig, Director

Marc Smolowitz, Director

Lila LaHood, Director

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the bylaws of the corporation named in the title thereto and that such bylaws were duly adopted by the board

of directors of said corporation on the date set forth below.

Dated: _____

Marc Smolowitz, Secretary



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

November 3, 2010

San Francisco Public Press
965 Mission Street
San Francisco, CA 94103

Employer Identification Number:

Person to Contact and ID Number:

L. M. Orcino/1000221553

Contact Telephone Number:

(202) 283- 9476

FAX Number:

(202) 283-9462

Response Requested By:

November 24, 2010

Dear Applicant:

We have reviewed your application for exempt status under section 501(c)(3) of the Internal Revenue Code and found that additional information is needed to help determine whether you are tax exempt. To complete our consideration we need the following information over the signature of one of your principal officers or directors.

1. Please submit a copy of Exhibit A of your agreement with Independent Arts & Media that was not included in your submissions.
2. Please describe your procedures in selecting articles to be published in your web or to be printed. Are they selected based on commercial appeal? Who selects or who compose the group that selects materials for publication? Also, describe the qualifications of these individuals or the members of the group.
3. Please describe your full agreement, including compensation, with writers and/or contributors of materials you will publish.
4. Please state and describe each different section of your newspaper. Does it currently include editorial, style, sports, politics, and advocacy sections? Provide copies of articles written in each section. If not currently included in your papers, do you plan to include these sections or have them as regular features in future editions?
5. Please state if you plan to put advertisements in future publication.
6. Please state subscription and market price of your newspaper. Also, describe current distribution of the paper and future distribution plans.
7. Do you or will you provide articles to commercial papers? If so, describe your arrangements, including whether provided articles will be exclusively used by such papers, and the agreed compensation you receive or will receive from the provided articles.
8. Please provide the following information relating to your projected source of revenue from syndication.



- (a) Describe complete agreement you will seek on the syndication, including but not limiting them to the type of materials you will market for syndication, the number of such materials, and frequency of intended publication, i.e., on a daily, weekly or monthly basis.
- (b) Describe full compensation you will seek with the syndicate.
- (c) Please fully explain the reasons for seeking syndication of your materials.
- (d) Submit a draft of your proposed full agreement on syndication of your materials.

9. Please submit a complete copy of the agreement, a letter of understanding or similar documents, relating to your receipt of funding from The San Francisco Foundation.

10. We are enclosing two revenue rulings which held that the organizations engaged primarily in publishing and selling to the general public their publications of newspaper (in Revenue Ruling 60-351) and magazine (in Revenue Ruling 77-4) were held engaged in commercial publishing activities and did not qualify for exemption under section 501(c)(3) of the Code.

Please fully explain then why a likewise finding that you do not qualify for tax exemption under section 501(c)(3) of the Code should not be applied to you. Include in your explanation how your operations are significantly different from the organizations described in the two revenue rulings.

The information you submit should be accompanied by the following declaration:

Under penalties of perjury, I declare that I have examined this information, including accompanying documents, and, to the best of my knowledge and belief, the information contains all the relevant facts relating to the request for the information, and such facts are true, correct, and complete.

If the additional information shows you qualify for exempt status, we will send you an exemption letter. If the additional information shows you do not qualify for exempt status, we will explain our decision and provide information about the appeal rights available to you.

Please respond by the date shown in the heading of this letter. If you need an extension of time to respond, or if you have any other questions about this matter, please call me at the above telephone number. You will expedite our receipt of your reply by using the following address on the envelope. If it is convenient, you may fax your reply using the fax number shown in the heading of this letter.

Internal Revenue Service
SE:T:EO:RA:T:2
Leonard M. Orcino (3R4) 1750 PE
1111 Constitution Ave, N.W.
Washington, DC 20224

San Francisco Public Press

If you do not provide the requested information in a timely manner, it will be considered by the Service as a failure to take all reasonable steps to secure the ruling you requested. Under Code section 7428(b)(2), your failure to take all reasonable steps to secure the ruling requested in a timely manner may be considered as a failure to exhaust the administrative remedies available to you within the Service, and thus may preclude the issuance of a declaratory judgment in this matter under the judicial proceedings of Code section 7428.

Thank you for your cooperation. We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Leonard M. Orcino
Tax Law Specialist
Exempt Organizations
Technical Group 2

Enclosures:

Copy of Rev. Rul. 60-351
Copy of Rev. Rul. 77-4

A corporation is organized and operated on a non-profit basis. It publishes a foreign language magazine containing fiction, poetry, book reviews and articles alleged to be of a literary, scientific and educational character. The magazine is available to the general public through regular paid subscriptions. Held, since the sale activity of the corporation is the publishing and public sale of a magazine it is not exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954.

Advice has been requested whether a corporation is exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 under the circumstances described below.

A corporation is organized and operated on a non-profit basis. It publishes a foreign language magazine containing fiction, poetry, book reviews and articles which it states is of a literary, scientific and educational character. The magazine is available to the general public through regular paid subscriptions.

The corporation's stated purposes as set out in its articles of incorporation are to receive and administer funds and other property exclusively for charitable, scientific, literary and educational purposes and, in furtherance thereof, to publish a magazine or other material in a specified foreign language. The articles of incorporation also state that the magazine or other material is to provide a vehicle for the creative activity of writers and scholars emigrating from a certain foreign country to the United States and to acquaint other immigrants from that country with American life and help them to become integrated in the American way of life.

① The activities of the corporation are devoted solely to publishing the magazine and making it available to the general public through the corporation or subscription agencies at regular subscription rates. The corporation's income is derived mainly from subscriptions and sales of individual copies of the publication, and some is from advertising and contributions. Its expenditures consist of fees paid to authors for their works, salaries, printing, advertising, shipping packing, postage and other operating costs incurred in the publication of the magazine. The corporation is organized on a non-profit basis.

Section 501 of the Code provides as follows:

(a) EXEMPTION FROM TAXATION.-An organization described in subsection (c) or (d) or section 401(a) shall be exempt from taxation under this subtitle unless such exemption is denied under section 502, 503, or 504.

*% *% *

(c) LIST OF EXEMPT ORGANIZATIONS.-The following organizations are referred to in subsection (a):

*% *% *

(3) Corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, * * *.

2
Section 1.501(c)(3)-1 of the Income Tax Regulations provides, in part, that in order to be exempt as an organization described in section 501(c)(3) of the Code, an organization must be both organized and operated exclusively for one or more of the purposes specified in such section. If an organization fails to meet either the organizational test or the operational test, it is not exempt.

3
An organization is not 'organized exclusively' for one or more exempt purposes if its articles expressly empower it to carry on, otherwise than as an insubstantial part of its activities, activities which are not in furtherance of one or more exempt purposes, even though such organization is, by the terms of such articles, created for a purpose that is no broader than the purposes specified in section 501(c)(3) of the Code. Thus, an organization that is empowered by its articles 'to engage in a manufacturing business,' or 'to engage in the operation of a social club,' does not meet the required organizational test for such exemption regardless of the fact that its articles may state that such organization is created 'for charitable purposes within the meaning of section 501(c)(3) of the Code.' Section 1.501(c)(3)-(b)(iii) of the regulations.

4
An organization will be regarded as 'operated exclusively' for one or more of such exempt purposes only if it engages primarily in activities which accomplish one or more of the exempt purposes specified in section 501(c)(3) of the Code. An organization will not be so regarded if more than an insubstantial part of its activities is not in furtherance of an exempt purpose. Section 1.501(c)(3)-1(c)(1) of the regulations.

5
Consideration of the corporation's charter power, in the light of the actual operations, indicates that the corporation is organized for the primary purpose of publishing a magazine. It is true that there is language in the articles of incorporation which, standing alone, indicates charitable, scientific, literary and educational purposes. The corporation, however, has a specific power to publish a magazine, the use or distribution of which is not distinctly required to accomplish any of such purposes. This power, as construed and exercised by the corporation, shows that the corporate assets are not dedicated to charitable, scientific, literary or educational purposes and that

5
they are not impressed with a trust which may be enforced for such purposes by the state in which it is incorporated or by an interested person. Materials may be selected and purchased for publication, and other operations in publishing and distributing the magazine may be undertaken, at the discretion of the corporate officers and without regard on their part to the fiduciary responsibilities that ordinarily attach to funds and assets definitely committed to charitable, scientific, literary or educational uses.

6
A
In this case, the corporate activities, which presumably are within the charter powers, are, per se, business activities. They are devoted to publishing a magazine and selling it to the general public in accordance with ordinary commercial publishing practices. The corporate assets are subjected to the usual business risks incident to such activities. Although the magazine is printed in a foreign language and may provide some materials unlike those in other magazines, there is no showing that the operations fulfill a corporate role which in and of itself is exclusively charitable, scientific, literary or educational. The mere fact that the corporation is not organized for the profit of its members does not remove the necessity for the corporation to bear its burden of proof to a right to exemption.

In view of the above, it is held that the instant corporation is not an exempt charitable, scientific, literary or educational organization within the meaning of section 501(c)(3) of the Code.

Publication of ethnic newspaper. A nonprofit organization, whose only activities are preparing and publishing a newspaper of local, national, and international news articles with an ethnic emphasis, soliciting advertising and selling subscriptions to that newspaper in a manner indistinguishable from ordinary commercial publishing practices, is not operated exclusively for charitable and educational purposes and does not qualify for exemption.

'Advice has been requested whether the nonprofit organization described below, which otherwise qualifies for exemption from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954, is operated exclusively for charitable and educational purposes.

'The organization is a nonprofit corporation the only activity of which is the publication and distribution of a weekly newspaper that presents local, national, and world news. The pages of the newspaper are equally divided between community interest items of significance to the members of a certain ethnic group, national and international news articles of special interest to the members of the group, and regular commercial advertising. It also republishes syndicated editorials. The newspaper operates with a paid staff. The staff has no special skills and abilities other than those that are generally found on the staff of any other newspaper.

'The corporation's income is derived from the sale of advertising and the sale of subscriptions to the general public. Its primary expenses are the payment of wages and printing costs. Although the organization has been in existence several years, it has yet to realize a profit from its operations.

'Section 501(c)(3) of the Code provides for the exemption from Federal income tax of organizations organized and operated exclusively for charitable and educational purposes.

'Section 1.501(c)(3)-1(d)(3) of the Income Tax Regulations states that the term 'educational,' as used in section 501(c)(3) of the Code, relates to the instruction of the public on subjects useful to the individual and beneficial to the community.

'Rev. Rul. 67-4, 1967-1 C.B. 121, holds that an organization engaged in publishing may qualify for exemption under section 501(c)(3) of the Code if (1) the content of the publication is educational, (2) the preparation of the material follows methods generally accepted as educational in character, (3) the distribution of the materials is necessary or valuable in achieving the organization's exempt purposes, and (4) the manner in which the distribution is accomplished is distinguishable from ordinary commercial publishing practices.

'This organization's only activities are preparing and

publishing a newspaper, soliciting advertising, and selling subscriptions to that newspaper in a manner indistinguishable from ordinary commercial publishing practices. Accordingly, it is not operated exclusively for charitable and educational purposes and thus does not qualify for exemption from Federal income tax under section 501(c)(3) of the Code.

'Compare Rev. Rul. 68-306, 1968-1 C.B. 257, which holds that a nonprofit organization publishing a newspaper primarily devoted to news, articles, and editorials relating to church and religious matters qualifies for exemption from Federal income tax under section 501(c)(3) of the Code as a charitable organization. By disseminating information about church activities and by publishing inspirational articles, the organization improved communication between the churches and their members and stimulated the religious interests of its readers thereby contributing to the advancement of religion. This organization was not operated in an ordinary commercial manner.

San Francisco Public Press
965 Mission St., Suite 220
San Francisco, CA 94103
(415) 495-7377 office
www.sfpublishpress.org

Attn: Leonard Orcino
ID# 100221553
Internal Revenue Service

Dec. 7, 2010

RE: San Francisco Public Press; EIN [REDACTED]

Dear Agent Orcino,

I am writing you just to document our phone conversation of November 26, 2010, in which you indicated that we would receive a 30-day extension to respond to your inquiry about our organization's activities in regard to its eligibility for 501(c)3 tax exempt status. It is our understanding that our new deadline to respond is December 24, 2010.

Thank you, 

[REDACTED]
Michael Stoll
Executive Director
San Francisco Public Press
965 Mission Street, Suite 220
San Francisco, CA 94103

www.sfpublishpress.org

965 Mission Street, Suite 220
San Francisco, CA 94103

December 22, 2010

Agent Leonard M. Orcino (3R4) 1750 PE
1000221553
Internal Revenue Service
1111 Constitution Ave., N.W.
Washington, DC 20224

RE: San Francisco Public Press EIN [REDACTED]

Dear Agent Orcino:

First, thank you very much for granting the time extension we requested on November 23, 2010, which you granted us by telephone on November 26, 2010. This extra time greatly aided our ability to prepare specific and accurate answers to your questions.

Enclosed herein we are responding to the questions in your letter dated November 3, 2010, regarding our application for exempt status under section 501(c)(3) of the Internal Revenue Code. We hope that we have sufficiently provided the information you need to complete your consideration of our request.

I. Please submit a copy of Exhibit A of your agreement with the Independent Arts & Media that was not included in your submission.

We apologize for our failure to include this attachment along with our initial 1023 application. As requested, we have attached a copy of our agreement with Independent Arts & Media (labeled Enclosure A).

II. Please describe your procedures in selecting articles to be published in your web or to be printed. Are they selected based on commercial appeal? Who selects or who compose the group that selects materials for publication? Also, describe the qualifications of these individuals or members of the group.

We apologize for any vagueness in our initial 1023 application. The San Francisco Public Press (herein referred to as "Public Press") selects stories based on their educational value and journalistic merit, not commercial appeal. The selection

process of the material is designed to help educate readers to understand and learn about how to make sense of complicated public policy topics in the local community.

Our focus from the beginning of the project in March 2009 has been on producing public-interest news articles that educate and inform residents of San Francisco and the surrounding region about important, often complicated, and underreported topics affecting broad and diverse communities. We have specifically eschewed, both in principle and in practice, commercial approaches to selection of articles, instead developing a list of topics that the commercial press tends to avoid because they are generally less lucrative. The Public Press develops news stories that educate and inform people in San Francisco about topics such as public transportation, urban development, city government administration and changes to local social service programs. (See response to question No. 4, below, for additional details.)

In addition, we produce news stories that provide the region's residents with educational information needed to make significant decisions about their understanding of elections (without attempting to influence legislation or election outcomes), travel, purchases, cultural enrichment and regional employment. All this information is provided in a nonadvocacy, noncommercial context based on research by our journalists trained in independent verification of the facts.

During our strategic planning phase in 2008, the group that became the organization's Steering Committee decided that the bulk of our stories would focus on accountability in government and in the private sector. The emphasis is on public policy decisions that affect broad portions of the population in deep and lasting ways. Our geographic emphasis is San Francisco, though we also cover regional (San Francisco Bay Area) news stories.

We currently have a three-tiered structure for selecting topics and stories for inclusion in the website and newspaper. The three groups involved are advisers, contributors and staff editors.

Currently, stories are generated by three distinct groups. Advisers (including members of the Steering Committee), produce ideas during meetings and in consultation with project editors. In weekly news meetings, contributors (including writers and photographers) produce ideas that either they or their colleagues will pursue. Editors keep a list of stories available for pursuit and often add ideas to the list during the course of daily coverage. Most stories, however, are not in the "daily" coverage realm. They are longer-term "explanatory" reporting projects that go behind the headlines to educate the San Francisco community by creating more robust understanding of public policy. Editors consistently ask reporters to emphasize the public policy import of a story instead of descriptions of immediate events. This means downplaying press conferences, press releases and horserace political reporting in favor of analysis of budgets and policy controversies. We try to include the broadest possible range of perspectives on each issue.

In addition to these three groups, we are currently in the process of forming a more complex structure based on the need to broaden the story-development process beyond ideas generated by experienced professional journalists. This will involve three additional groups: the board of directors, a journalism advisory board and a community advisory board.

The journalism advisory board will consist of leading journalists, both locally and nationally, who will be asked periodically to review the coverage decisions of the editors, contributors and advisers. The community advisory board will also be a key check on the editorial choices of the staff. Once established, the community advisory board will elect a representative to serve concurrently on the Public Press' board of directors. We expect these groups to form officially in 2011, in parallel with our planned expansion of the organization's board of directors. Both the journalism and community advisory boards will serve to perform a peer review function, analogous to the preparation educators make for academic publications. (2nd criterion of Rev. Rul. 67-4.)

The editorial leadership team consists of five volunteer editors. They are assisted by an additional 12 volunteers who have contributed editorial services on a pro-bono basis. The five top editors overseeing daily decision making about news coverage are:

- Michael Stoll, Executive Director. Full-time volunteer. Stoll is the main recruiter of reporters and editor of news content. He also operates and maintains the website. Stoll has been a reporter and editor at five newspapers, including the Philadelphia Inquirer and the San Francisco Examiner. He was also previously associate director of Grade the News, a Knight and Ford foundation-funded academic research project at Stanford University examining the quality of Bay Area newspapers and television newscasts (2003-2006). He has written freelance for more than a dozen other publications, including Columbia Journalism Review, Quill, The Christian Science Monitor and The New York Times. He has a master's degree from Columbia University's Graduate School of Journalism. Currently he teaches journalism to undergraduates at the University of San Francisco.

- Richard Pestorich, News Editor. Part-time volunteer. Pestorich edits on-site and remotely, working with freelance and volunteer reporters and interns. Pestorich was a local news editor at the San Francisco Chronicle, where he worked for 22 years editing and laying out pages in the local and main sections of the paper. He took a buyout from the paper in 2009. His focus is on municipal government news and transportation issues.

- Monica Jensen, Multimedia Editor. Part-time volunteer (but paid under a local workforce development grant in mid-2010). Jensen fills many roles, including editing and coordinating all photography, audio, video, multimedia content and graphics. She also writes articles and supports writers in their reporting. A major

part of her work is training volunteers and freelance reporters in advanced reporting technologies, such as recording, slides shows and online mapping. She has a background in photojournalism and art photography and has produced her own shows that follow daily life in some of San Francisco's most troubled neighborhoods.

• *Lila LaHood, Operations and Development Director.* Full-time volunteer. LaHood runs the daily operations and fundraising operations, and plans fundraising events. She is also the head of the social media outreach team, directing a team of five volunteers who promote the work of the site on Facebook, Twitter and other platforms. She pitches in on occasion to edit stories and has generated several story ideas that have run both on the website and in the newspaper. She is a former reporter at the Fort Worth Star-Telegram, the Contra Costa Times and other publications. She has a master's degree from Columbia University's Graduate School of Journalism.

• *Jackson Solway, Design Director.* Part-time volunteer. Solway specializes both in newspaper design and photography. For the Public Press, he directed teams of volunteer layout artists during the production of the summer and fall print editions. He was the photo editor of the San Francisco Panorama, a one-time newspaper published in December 2009 by the independent publishing house McSweeney's. He also directs Once, a photojournalism application now in development for the iPad.

In addition, the organization's steering committee is mostly journalists, but also includes specialists in nonprofit governance, technology and fundraising. The steering committee consults regularly on the quality and ethics of news stories. In addition to the core editorial team above, the members are:

- *Tom Honig*, former editor of the Santa Cruz Sentinel
- *Louise Yarnall*, former newspaper correspondent in Southern California
- *Michelle Fitzhugh-Craig*, former news editor at the Public Press and former city editor at the Oakland Tribune
- *Suzanne Yada*, webmaster at California Watch, a project of the Center for Investigative Reporting
- *Marc Smolowitz*, independent filmmaker and video instructor at the Art Institute of California-San Francisco
- *Steve Jones*, city editor of the San Francisco Bay Guardian
- *Andrew Page*, former associate director of MAPLight.org, a nonprofit organization studying campaign finance conflicts of interest
- *David Cohn*, director of Spot.Us, a journalism micro-philanthropy project funded by the John S. and James L. Knight Foundation

Please note that the official board of directors currently consists of Stoll, LaHood and Smolowitz. We are planning to expand the board after conducting a search that we expect to result in a mix of Steering Committee members and new recruits, for a total of 10 to 15 members. However, the Editorial Advisory Board would be a separate body.

Additionally, in 2010 the Public Press won two awards from the Society of Professional Journalists' Northern California chapter for in-depth reporting that has become rare in the commercial press as mainstream newspapers have cut back their most experienced staff. One, in March, was the James Madison Freedom of Information award, for our work uncovering billions of dollars of cost overruns on the construction of the new San Francisco-Oakland Bay Bridge. That report was published under the banner of the San Francisco Panorama, a one-time experimental newspaper produced by McSweeney's for which the Public Press was contracted to produce the cover story. The other, in November, was the Excellence in Journalism Award for Explanatory Reporting, for an eight-page collaborative report on environmental, financial and safety concerns on Treasure Island in the San Francisco Bay. That was published in the summer print pilot edition (issue No. 1) of the San Francisco Public Press.

III. Please describe your full agreement, including compensation, with writers and/or contributors of materials you will publish.

We apologize for any vagueness in our initial 1023 application regarding compensation agreements for our writers and/or contributors. The Public Press is currently a mostly volunteer operation. The top positions — Executive Director, Operations Director, News Editor, Multimedia Editor and Design Director — are all currently unpaid. Two of these positions, News Editor and Multimedia Editor, have in the past been modestly paid, when grant money was available. We are planning to accept modest wages in the future, providing that future contributions permit.

The organization cannot currently operate on the basis in which all participants can expect to be paid, nor does it expect to be able to achieve this under the model we have built. We expect to continue to be a largely volunteer-run operation. Payment is sometimes deferred, even by experienced reporters. Fundraising for particular articles is a secondary concern and is accomplished merely in order to raise the quality level of the writing and reporting talent on our project.

Our organization is a training ground in which contributors from a wide array of experience levels share skills in reporting, editing, photography, videography, multimedia, design, social media marketing and online production. Some positions are paid and some are not.

Here are the categories of work we commission:

- Unpaid freelance: This includes a number of students getting course credit in journalism and recent graduates from college who are looking for more experience. Interns write regular quickly researched news articles for the website and the newspaper. Their primary benefits are the training they receive and the articles for their portfolio of reporting work and in some (but not all) instances, course credit.

• Paid freelance: This includes occasional payments for specific assignments out of our operating funds, from special outside grant or fellowship opportunities and fundraising using an online journalism donation tool, Spot.U.S, as mentioned in our 1023 application.

Spot.U.S is fiscally sponsored by the Center for Media Change, a 501(c)(3) nonprofit organization. Spot.U.S was developed with funding from a major three-year grant from the John S. and James L. Knight Foundation.

In the fall of 2010 alone we commissioned four articles using Spot.U.S. Web users go online and donate to the project, and 100 percent of the proceeds go to the writers, photographers and multimedia producers. Under this arrangement, stories are licensed under Creative Commons, meaning anyone can print or run the story online as long as they do not change the content and they cite the original source.

The most compensation we have paid was to an investigative reporting project that took three months of full-time work to assemble, for which we paid a Pulitzer Prize-winning journalist [REDACTED] to co-produce a 10,000-word article for the San Francisco Panorama.

• Partner content: Much of the content we run on the Web and in print comes from nearly 20 content partners, including two public broadcasting stations, several independent online news producers and two civic forum organizations. This content is provided to us for free.

On occasion we jointly produce content with other publications by special arrangement. In these cases, the writers have been paid by those publications, and the Public Press benefits by co-publishing the material and claiming authorship. For instance, in the spring of 2010 we published two articles in the Bay Area section of the New York Times, for which the writers were each paid [REDACTED]. (See our response to question 7 for more details.)

Note on copyright: In all cases, reporters retain reprint rights to their work, though we often promote reprints in other publications with the authors' permission. In the case of Creative Commons-licensed reports, the material is essentially public domain.

IV. Please state and describe each different section of your newspaper. Does it currently include editorial, style, sports, politics, and advocacy sections? Provide copies of articles written in each section. If not currently included in your papers, do you plan to include these sections or have them as regular features in your future editions?

The Public Press exists in order to expand the quantity and increase the quality of in-depth public-interest reporting on topics that are unlikely to be published in profit-oriented newspapers. Although there is some overlap between our coverage areas and those in the commercial press, our approach to selection and reporting of those topics is consistently and significantly distinct. We are doing this because we see holes in the coverage of the commercial press that we think need to be plugged — holes that derive from their commercial nature.

The newspaper is divided into broad public policy topic headings. The fall edition had three main sections: Economy (employment, business, nonprofits), Streetscape (transit, housing, infrastructure) and Civics (politics, government, social issues), with smaller sections for Scene (arts and culture), Beyond the Bay (national and international) and Green (environment).

On the website, we have additional headings: Safety, Schools, Health and Diversity. Depending on the mix of stories in future editions of the paper, we intend to rotate in some of these categories.

The selection of these topic areas clearly indicates our commitment to serious, noncommercial public policy news coverage. We pointedly downplay or avoid altogether several categories of stories that are focused more on entertainment or advocacy than on information and education: These include editorial, sports and style. We also do not have sections dedicated to primarily commercial topics, such as real estate or cars. Another example of how our coverage differs: while many newspapers have “employment” sections designed to attract job ads, our “labor” section in the fall edition focused on policy questions such as enforcement of the minimum wage and the plight of migrant farm workers.

The Public Press is not an advocacy publication. Its primary purpose is to provide education that is beneficial to the community and to the individual by specifically providing professional reporting as dispassionately as possible with a focus on factual content that provides the community with important, complex and underreported topics. Through this method we are able to adequately provide quality educational information to the San Francisco regional community. We have no plans to make endorsements of elected officials or ballot propositions, and do not editorialize on the topics we cover. We have occasionally run op-ed pieces on the website and in the paper, with the caveat that these opinions are not necessarily those of the publication.

We do have plans to expand the website and newspaper to include community views through op-ed writings, but have not done so yet primarily out of a concern that we want to achieve careful balance in these debates so as not to appear biased or to promote such. We are not interested in one-sided opinion, but rather in the educational value of robust civic discussion. In future editions of the newspaper we may include an opinion section to encourage community dialogue.

The one exception to this is the opinions we express in the staff blog on the website (sfpublicpress.org/blog) in which we opine on a narrow range of topics such as funding of independent media.

In addition to our own original reported stories, the newspaper and the website both feature articles produced by other news organizations or in collaboration with civic organizations. The purpose of this is to provide another venue for material that might not be seen by a citywide audience in print. This includes public broadcasting and public speech and debate material that is not otherwise transcribed. It also includes information from neighborhood nonprofit blogs and newspapers that only reaches a small audience. The purpose here is to support the work of other nonprofit organizations in their charitable and exempt purposes. These nonprofit organizations include KQED-FM, KALW-FM, Consumers Union, the Commonwealth Club of California, the World Affairs Council, California Watch, New America Media, Newsdesk.org, The Christian Science Monitor, the Neighborhood Newspaper Association, Central City Extra, Mission Local, Oakland Local and the National Radio Project.

As requested, please find enclosed copies of the first and second editions of the newspaper for your consideration. Most of the original reported stories also ran or will run on <http://sfpublicpress.org>, whereas partner content generally does not.

V. Please state if you plan to put advertisements in the future publication.

We do not run advertisements, nor do we plan to in the future. That decision was decided during our initial strategic plan finalized in the fall of 2008. We explicitly called for our organization to be noncommercial, meaning that it does not accept advertising, in part to prevent companies from attempting to influence the content of the coverage as they do in commercial publications.

We model the Public Press after several other successful nonprofit, noncommercial news organizations that operate in other types of media. These include Consumer Reports magazine (does not accept advertising because it wants to maintain credibility in product ratings), several strictly noncommercial magazines (The Sun, a literary magazine; Ms. Magazine during the 1990s) and public broadcasting stations (see below).

Furthermore, we do not currently receive any funds from corporate underwriting. We are in the process of developing policies to guide the use of such philanthropic resources. Our point of departure will be the underwriting policies of PBS and NPR stations. These policies vary station by station, but in general prohibit product endorsements, calls to action or product comparisons. For the purposes of our organization, our policy will specifically ban any display advertising, either on the website or in the newspaper. Recognition of contributions from companies ("underwriting") will be similar to that which recognizes foundation and individual

giving. (We already acknowledge foundation grant makers by listing their contributions alongside a logo.) We do not consider this type of underwriting to be advertising, as it is more restrictive than policies of other organizations that call themselves noncommercial and have received exempt status by the IRS.

VI. Please state subscription and market price of your newspaper. Also, describe current distribution of the paper and future distribution plans.

The Public Press is neither competitively priced nor distributed for the purpose of generating profits, but rather utilizes the vehicle of publication to promote its educational and charitable purposes. Its pricing is intended to offset only a portion of the cost of production. Its distribution is aimed at reaching broad and diverse audiences in San Francisco and surrounding communities, including the economically disadvantaged — a strategy that differs significantly from that of the commercial press, which is aimed at affluent audiences.

The paper is not priced to undercut the commercial competition. It is currently priced at retail higher than any local newspaper, \$2 per copy. This price was set in order to allow us to recover a portion of the costs of printing, but it does not cover other costs, such as freelance compensation, salaries, equipment, consulting, office rent, etc. Those come from grants, contributions and individual memberships.

The Public Press entered the market for newspapers at a highly uncertain time for commercial business. This activity was not designed to yield large profits. That is because many newspaper readers, especially those targeted by the commercial press because of their attractiveness to advertisers, have slowly migrated to digital news consumption. We consider the prospects for future profits to be remote. With additional income we intend to pay modest salaries and freelance fees in order to promote our educational and charitable purposes by expanding the availability of public-service journalism.

We are undertaking this project despite its limited market appeal because there are audiences that have less access to new technologies. These include older readers, the poor and people who work on their feet instead of behind a desk. We are motivated by the belief that they, too, deserve high-quality, intelligent and important educational news coverage. Please see below for our specific pricing details.

Pricing details:

Newspapers sold to the general public: The market retail price of the San Francisco Public Press newspaper is \$2 per copy. The newspaper is sold at this price

- at about 50 retail locations — mostly bookstores and newsstands — around the San Francisco Bay Area,
- at street festivals where we arrange to have a booth or a table, and

- by hawkers who sell the newspaper on the streets of San Francisco and at other public events.

Single copies of the Public Press newspaper may be ordered on our website, <http://sfpublicpress.org>, for \$5 per copy, which includes the price of shipping via the U.S. Postal Service. The price may be decreased in the future based on reduced cost due to economies of scale through increased print runs. The purpose would be to forsake profits in order to make the paper more affordable to the economically disadvantaged.

Newspapers distributed to members: Individuals who make annual donations of \$35 or more to the San Francisco Public Press are considered "members" of the organization and receive free copies of each newspaper the organization publishes in the 12 months following receipt of their donations.

Newspapers distributed free as a community service: We also distribute copies of our newspaper free of charge to about 50 senior and community centers throughout San Francisco. We typically deliver 25 copies to each of these locations. We provide this service to make sure that the educational news content we produce is reaching broad and diverse local audiences, regardless of income or access to technology.

Future subscription program: The San Francisco Public Press is developing a separate program through which subscribers pay a fee to receive four issues of the quarterly newspaper by mail. A four-issue subscription will be priced at \$18.

VII. Do you or will you provide articles to commercial papers? If so, describe your arrangements, including whether provided articles will be exclusively used by such papers, and agreed compensation you receive or will receive from the provided articles.

We have provided news articles for publication in two commercial newspapers, and are working with a third to do the same. These articles were not provided for exclusive use, but were concurrently published on our website, sfpublicpress.org. Now that we are publishing our own quarterly print newspaper, articles provided to commercial publications may appear on our website and in San Francisco Public Press print editions.

These articles represent a significantly small minority of the articles that we produce. The main benefits that accrue to the Public Press through these activities are (1) publicity and name recognition for the Public Press as a reliable source of quality news reporting and (2) a way to develop a coterie of dedicated freelance writers who will work with us for the chance to occasionally get paid professional freelance rates that we cannot afford ourselves to pay.

The Public Press has not profited directly from payments from articles developed for commercial publications. All payments have gone directly to the writers. Please see below the aforementioned publication description details.

San Francisco Panorama by McSweeney's (December 2009): We provided a cover story package (several stories published in a special section and featured on the cover of a newspaper) to McSweeney's, a local publishing house, for use in the company's one-time newspaper publication, the San Francisco Panorama.

The San Francisco Public Press raised about [REDACTED] via Spot.us, a nonprofit organization that runs a website aggregating donations to support freelance journalism projects, exclusively to pay freelance fees and expenses on the project. The money was donated by individuals in contributions ranging from \$4 to \$100. (See our response to question No. 3 for more details about Spot.us.) In addition, McSweeney's contributed [REDACTED] to the project.

The articles were researched, reported and edited by freelance journalists working with the Public Press, with additional editing by editors at McSweeney's. The articles were published in the print edition of the San Francisco Panorama and concurrently on sfpublishpress.org. All versions of the articles indicated that they were produced by the San Francisco Public Press.

The New York Times (spring 2010): We produced two news articles for The New York Times' Bay Area section. These articles were researched, reported and edited by freelance journalists working with the San Francisco Public Press, with additional editing by editors at The New York Times. The articles were published in the print edition of The New York Times and concurrently on nytimes.com and sfpublishpress.org. All versions of the articles indicated that the articles were produced collaboratively by the San Francisco Public Press and The New York Times.

The New York Times paid the Public Press [REDACTED] for each of the articles. The Public Press redistributed the full payments to the freelance journalists who worked on each article.

SF Weekly (Winter 2011): We are currently in development on another article in collaboration with SF Weekly, a free-distribution newspaper in San Francisco, on development issues. We anticipate undertaking this story under the same arrangement as we developed with McSweeney's and The New York Times.

VIII. Please provide the following information relating to your projected source of revenue from syndication.

(a) Describe complete agreement you will seek on the syndication, including but not limiting them to the type of materials you will market for

syndication, the number of such materials, and frequency of unintended publication, i.e., on a daily, weekly or monthly basis.

(b) Describe full compensation you will seek with the syndicate.

(c) Please fully explain the reasons for seeking syndication of your materials.

(d) Submit a draft of your proposed full agreement on syndication of your materials.

We are currently syndicating material to one online news source (The Bay Citizen), have an agreement to distribute to another (Yahoo! News), and are part of a group of other nonprofits negotiating with a third (Reuters). Each syndication agreement is distinct.

For future syndication agreements, the Public Press will seek fair payment and syndication rights of its news content in order to generate revenue to support its ongoing operations and distribute its reporting to the broadest possible audience. Please note, there is no industry standard for pricing of syndicated news content. We will need to negotiate fees on a case-by-case basis. Please see below our specific syndication details as mentioned above.

• The Bay Citizen:

(a) Agreement: The Bay Citizen is a 501(c)(3) nonprofit organization based in San Francisco. Over four months it has published on its website, baycitizen.org, about a dozen articles produced and previously published online by the San Francisco Public Press. For each article republished on its website, The Bay Citizen retains neither copyright nor further reproduction rights to the material.

(b) Compensation: [REDACTED]

(c) Reasons: The San Francisco Public Press seeks syndication of its news content for three reasons:

- i. Syndication extends the reach and value of our educational news articles to the general public.
- ii. Syndication allows our organization to recover basic operating expenses through activities directly associated with our mission and reward contributors with additional modest payments to encourage them to work with us in the future.
- iii. Syndication introduces new readers to our organization, which will help extend the reach of our educational and charitable purposes.

(d) Draft of syndication agreement: Attached (labeled Enclosure B).

• Yahoo! News:

(a) *Agreement:* Yahoo! News has started a local section of its website devoted to republishing news content from an array of nonprofit and for-profit local news ventures. These articles appear on Yahoo! with hyperlinks back to the originating publications. Because of the popularity of Yahoo!, this dramatically increases the visibility and reach of the partners' content at no cost. For each article republished, Yahoo! retains neither copyright nor further reproduction rights to the material.

(b) *Compensation:* [REDACTED]

(c) *Reasons:* See above.

(d) *Draft of syndication agreement:* Attached (labeled Enclosure C).

• Reuters (via the Investigative News Network):

(a) *Agreement:* The Public Press is a member of a new national nonprofit organization, the Investigative News Network (INN). The INN's purpose is to allow nonprofit organizations engaged in producing serious, in-depth journalism to share resources and content. The organization, which represents 50 leading nonprofit journalism projects around the country, has been in negotiations with Reuters, a commercial news distributor, to create a new wire to carry the reporting produced by these organizations. The content will be distributed to Reuters customers worldwide.

(b) *Compensation:* [REDACTED]

(c) *Reasons:* See above.

(d) *Draft of syndication agreement:* Because this agreement is being negotiated by a third party (Investigative News Network) we do not yet have access to agreement drafts. We will send this information to the IRS when it becomes available to us.

IX. Please submit a complete copy of the agreement, a letter of understanding or similar documents, relating to your receipt of funding from The San Francisco Foundation.

As requested, please find attached a copy of our agreement with the San Francisco Foundation (labeled Enclosure D) related to our receipt of funding earlier this year.

X. Please fully explain then why a likewise finding that you do not qualify for tax exemption under section 501(c)(3) of the Code should not be applied to you. Include in your explanation how your operations are significantly different from the organizations described in the two revenue rulings (Rev. Rul. 60-351 and Rev. Rul. 77-4).

The two revenue rulings mentioned in your letter, Rev. Rul. 60-351, 1960-2 C.B. 169 and Rev. Rul. 77-4, 1977-1 C.B. 141 are two cases where exemption was denied by the service for failing to comply with the organizational and operational criteria needed to meet the standards consistent with IRC 501(c)(3). First, the case of the foreign language magazine in Rev. Rul. 60-351, 1960-2 C.B. 169 highlights that “an organization is not ‘organized exclusively’ for one or more exempt purposes if its articles expressly empower it to carry on, otherwise than as an insubstantial part of its activities, activities which are not in furtherance of one or more exempt purposes, even though such organization is, by terms of such articles, created for a purpose that is no broader than the purposes specified in section 501(c)(3) of the Code.” Therefore, if the organization’s organizing document empowers the organization to carry on activities that are not in furtherance of an exempt purpose, it does not meet the organizational test within the IRC 501(c)(3).

Second, the case of the publication of the ethnic newspaper in Rev. Rul. 77-4, 1977-1 C.B. 141 highlights that “a nonprofit organization, whose only activities are preparing and publishing a newspaper of local, national, and international news articles with an ethnic emphasis, soliciting advertising and selling subscriptions to that newspaper in a manner indistinguishable from ordinary commercial publishing practices, is not operated exclusively for charitable and educational purposes and does not qualify for exemption.” As such, the referenced organization did not meet the organizational test required within the meaning of IRC 501(c)(3). Further, the organization failed to meet the four (4) objective criteria for engaging in activities of publishing addressed in Rev. Rul. 67-4, 1967-1 C.B. 121: “(i) the content of the publication is educational, (ii) the preparation of the material follows methods generally accepted as educational in character, (iii) the distribution of the materials is necessary or valuable in achieving the organization’s exempt purpose, and (iv) the manner in which the distribution is accomplished is distinguishable from ordinary commercial publishing practices.”

Both examples illustrated within your letter show organizations that failed to meet the organizational and operational tests found necessary to meet the criteria of IRC 501(c)(3). That being understood, we feel that our organization is not only distinguishable from the aforementioned cases but also meets both the criteria needed, as it is organized and operated exclusively for charitable and exempt purposes.

A. San Francisco Public Press Meets the Service's Organizational Test

First, our organization is organized exclusively for charitable and educational purposes as is stated in our Articles of Incorporation, Section II. (B), "The specific purposes of this corporation are to promote the instruction of the public on subjects useful to the individual and beneficial to the community, and to promote the arts and culture by providing public interest journalism to the public audiences through print and interactive media." As such, please note Rev. Rul. 77-4, 1977-1 C.B. 141 references Section 1.501(c)(3) -1(d)(3) which "states that the term 'educational,' as used in section 501(c)(3) of the Code, relates to the instruction of the public on subjects useful to the individual and beneficial to the community." And while the organization in Rev. Rul. 60-351, 1960-2 C.B. 169 was "organized for the primary purpose of publishing a magazine," its activities were also deemed "in accordance with ordinary commercial publishing practice."

By contrast, our organization is not only organized specifically for educational and charitable purposes, its activities are also fundamentally different from the standard commercial publishing practices. Specifically, the commercial newspaper publishing business is guided by the so-called "80-20 rule." This means that a standard commercial newspaper is economically healthy if it receives 80 percent of its revenue from advertising and 20 percent from circulation (a combination of subscriptions and sales). By contrast, the Public Press runs no advertising whatsoever. Most of its income is from charitable sources, such as foundations and individual donors. The second largest source of income is memberships and sales of the newspaper. Syndication income is third.

Our mission as an organization is to assist with the education of the general public on subjects that are significantly different from that produced by the commercial press, to the extent that it is unlikely to be produced through the commercial marketplace as news and information. The Public Press is a charitable effort to re-knit the fabric of one regional community frayed by a weakened journalism tradition. By prioritizing aggressive coverage of public policy and related importance, we hope to kindle a renewed local interest in civic engagement, while also encouraging meaningful and substantive community conversation.

B. San Francisco Public Press Meets the Service's Operational Test

Second, our organization is operated exclusively for charitable and educational purposes unlike the organization illustrated in Rev. Rul. 77-4, 1977-1 C.B. 141 and does meet the four (4) active criteria for exempt publishing found in Rev. 67-41967-1, 1967-1 C.B. 121. Under Rev. 67-41967-1, 1967-1 C.B. 121, an organization engaged in publishing may qualify for an exemption under Section 501(c)(3) of the Code if (1) the content of the publication is educational, (2) the preparation of the materials follows methods generally accepted as educational in character, (3) the distribution of the materials is necessary or valuable in achieving the organization's

exempt purposes, and (4) the manner in which the distribution is accomplished is distinguishable from ordinary commercial publishing practices.

(1) All of our published material is compliant because its content is educational. All our published material demonstrates an important ability and value to locate and extract useful public information from large numbers of public documents that are infrequently requested by journalistic outlets and are too cumbersome for general public members to accurately digest. All information published is factual, and is presented sufficiently with full and fair exposition of the pertinent facts contextualized within the topics covered. This process is fundamentally important to our goal so that we can assist in the general public's ability to learn and understand important information that may not otherwise be available.

(2) The method that our material is prepared is educational in character in that it does provide the relevant factual foundation for the topic or viewpoint being advanced in order to aid the public's learning ability of otherwise unattainable information. We have also sought to supplement such information through ancillary activities, such as internships, public forum discussions and guest lectures on college campuses.

Our developing internship program has attracted students from San Francisco State University, San Jose State University, the University of California at Berkeley, Stanford University, Williams College, the Art Institute of California-San Francisco and Oxford University in the U.K. Interns attend weekly news meetings at which they are encouraged to present ideas for news coverage and are trained in the basics of the craft. Occasionally such students have published work on the website.

Additionally, in August, we participated on a panel discussion about the future of nonprofit news at the Booksmith, a bookstore in San Francisco. The event was attended by about 50 people. In September, the Public Press also initiated a public forum series, at which the authors of the aforementioned Treasure Island report summarized their findings and answered questions from an audience of 30 people. We intend to produce such public events on a regular basis. We have also guest lectured at three local universities and given a presentation for high school students considering journalism as a career. We have also made regular appearances on radio talk shows to discuss important civic topics with the public.

(3) Our published materials are necessary and valuable in order to promote our charitable and educational purposes. While distribution of our material through our website is good, a print newspaper provides a complementary strategy that allows for both quick and broad distribution of important educational public-policy topics to audiences that are local and ill served by commercial news providers.

We started out on the Web in March 2009. Our website currently attracts more than [REDACTED] unique visitors per month, mostly from the city of San Francisco, our target audience. And while the costs of building and maintaining the website are low, we

discovered that a portion of the ill served and poor community is better served by traditional print media than our website. The website alone is insufficient to reach our target population, for several reasons. First, many low-income people and blue-collar workers have limited access to broadband Internet, despite the best efforts of local nonprofits that are attempting to level the playing field by installing community computer labs across the city. Second, it is easier to aggregate large online audiences across a large geography; our target is local, so additional readers from other states do not help fulfill our public mission. Third, online marketing is often costly. A newspaper on display in stores across the city and at public events is its own marketing and it is an "always-on" product that is not susceptible to distraction by other necessary technical and financial criteria. Our distribution therefore is a combination of sales, memberships and free access to targeted locales. About equal numbers of papers are distributed free to senior and community centers as are sold retail. This activity makes sure that high-quality news reporting reaches populations that would not ordinarily have access to it. In the future we intend to appeal to contributors, such as community foundations, to help subsidize this distribution, and expand it to public schools, where the industry-sponsored Newspapers in Education program used to function but has since retreated.

Our targeting of senior citizens and community centers distinguishes us from the traditional approach to distribution in another important way. Many newspapers, including the San Francisco Examiner, pride themselves on targeting neighborhoods with the highest household distribution, in order to make the publication more desirable for advertisers. In contrast, our distribution is consistent with our mission to provide news to under-served audiences, including residents of low-income neighborhoods.

(4) The manner in which our published material is distributed is fundamentally distinguishable from ordinary commercial publishing practices..

The Public Press has consistently maintained abstinence from displaying any advertising, which is the mainstay of funding for commercial publications. This was not a choice born out of commercial considerations or an effort to identify a niche market; rather it was an effort to disentangle profit considerations from editorial choices that already affect the commercial press. In so doing, we predicted that the growth of our income may be limited, and may occur more slowly than is possible at other publications.

Aside from the lack of advertising, the design of the web and print publications differ in significant ways from that of commercial publications as well. Organization of sections takes inspiration from the division of academic disciplines. Both editions of the newspaper have included a comprehensive front-page index of stories, which is not a common practice among newspapers because allowing readers to find all stories immediately by glancing at the front page would allow them to bypass their ads. By contrast, slowing down the reading experience for the sake of advertisers is not a consideration for us. In addition, we avoid organizing topics on the website

and in print in ways that benefit advertisers. We do not have sections devoted to automobiles, new home sales or movies. These have made space for discussion of labor issues, local arts and culture, and public transit, topics that are seldom given such prominent attention in the commercial press.

In conclusion, our organization is significantly different from the organizations described in the two revenue rulings referenced in your letter. Our organization not only is organized and operated exclusively for one or more purposes specified in 501(c)(3) of the Code but also meets the four (4) active criteria necessary for educational publishing activities found within Rev. Rul. 67-4, 1967-1 C.B. 121. Specifically, our published content is educational in character, the preparation of our materials are accepted as educational, the distribution of our materials is necessary to efficiently carry out our charitable purposes and the manner of which our distribution is accomplished is clearly distinguishable from ordinary commercial publishing practices. Simply put, our organization's goal is to help provide important educational information to the general public on subjects useful and beneficial to the individual and community, whereby providing published and interactive materials becomes necessary to properly benefit the poor and ill-served within our community in order to fulfill our purposes.

We do hope that our answers have been helpful in your determination of our 501(c)(3) eligibility. Of course, if you have any other questions or concerns that may need additional clarity, please do not hesitate to contact us. Thank you and we look forward to your reply!

Under penalty of perjury, I declare that I have examined this information, including accompanying documents, and, to the best of my knowledge and belief, the information contains all the relevant facts relating to the request for information, and such facts are true, correct, and complete.

Again, please do not hesitate to let us know if any of these responses require further clarification. Thank you for your time and consideration of our request.

Regards,

Michael Stoll
Executive Director
San Francisco Public Press

[REDACTED] — office phone
[REDACTED] — cell phone

Address:
965 Mission Street, Suite 220
San Francisco, CA 94103

**Independent Arts & Media
Fiscal Sponsorship Fact Sheet & Contract**

Independent Arts & Media provides fiscal sponsorship to artists, musicians and media producers who are seeking funding from private foundations, government agencies and individual donors for non-commercial projects that are consistent with the Indy Arts mission. Fiscal sponsorship enables individuals, collectives and organizations to apply for support from funding sources that only make grants to projects with non-profit status.

Please Note: Fiscal Sponsorship is *not* a grantmaking or financial aid service.

Mission: Indy Arts expands civic dialogue by increasing access to independent voices.

Who Can Apply: We welcome applications from individuals and organizations that:

1. share our principles of free expression, open inquiry and cultural participation;
2. are competent in the field of interest, or, committed and able to develop skills necessary to make the proposed project a reality;
3. are personally involved in the project from conception to conclusion;
4. are able to provide Indy Arts with a formal proposal for the project (see below).

Summary Of Terms & Conditions

1. We are committed to the editorial and creative autonomy of the projects we sponsor. Copyright and intellectual property ownership remain with the grantee.
2. The grantee will provide Indy Arts with a quarterly project progress report.
3. Indy Arts will charge an administrative fee of seven percent (7%) to cover accounting, donation acknowledgment, fund disbursement and IRS compliance.
4. Sponsorship is formalized by the signing of an agreement by a representative of both the project and Indy Arts. The agreement guarantees the rights of both parties and details the terms and conditions of sponsorship.
5. Additional services, including support with media production, fundraising, etc., are also available, and all Indy Arts fiscal sponsors get a free exhibitor table at our annual Expo for Independent Arts in San Francisco.

Proposal Guidelines

In order to receive fiscal sponsorship from Indy Arts, the applicant must provide a project proposal for our review. Proposals should include:

- a narrative (up to five pages) describing the project and its goals and deadlines, medium/methods, audience, consistency with the Indy Arts mission, plan for distribution and promotions, and fundraising prospects;
- a one- to two-page budget;
- resumes and/or bios for the project's lead personnel.
- We will gladly accept an executive summary or a copy of a previous grant request, as long as it generally addresses the points listed above.

The First Step: To begin the process, email a short query to sponsor@artsandmedia.net. Include a very brief project description and contact info.

Fiscal Sponsorship Contract and Agreement

Independent Arts & Media (Indy Arts, the "Grantor"), a 501(c)(3) tax-exempt nonprofit, is offering fiscal sponsorship to San Francisco Public Press ("Grantee") for the project SF Public Press ("Project").

RECITALS

- A. Grantor will grant all funds received on behalf of the Grantee to the Grantee, less any administrative charge and according to the terms set forth below. All grants received will, for tax purposes, be treated as income for the Grantor.
- B. Grantee agrees to use said funds according to the terms and for the purposes set forth below.

AGREEMENT

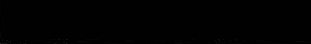

NOW, THEREFORE, the parties agree as follows:

- 1. Grantee has submitted a proposal for a Project to be produced by Grantee. The Project is set forth and defined in **EXHIBIT A**, attached hereto ("the Project"). Grantee agrees to use best efforts to produce the Project.
- 2. Grantor's staff and review/screening committee has reviewed the proposal and qualifications of the Grantee, is satisfied that the Grantee is capable of producing the proposed Project in a professional, competent, diligent manner, and the Grantee agrees to do so.
- 3. Grantor may charge an administrative fee of seven percent (7%) of grants received.
- 4. Grantee warrants that the Project is non-commercial in nature. Grantee specifically warrants that the Project will not be used to support a candidate for public office or specific governmental legislation.
- 5. Grantee agrees to be legally responsible for the production of the Project. Copyright and intellectual property ownership remain with the Grantee. Grantee is the sole party responsible for the editorial and creative direction of the Project.
- 6. Grantee agrees to allow Grantor to have access at reasonable times and places to the books and records of Grantee which relate to this grant.

7. Grantee warrants that the Project and its production does not violate any personal or private rights, copyright or trademark rights, or any other right of any third party. Grantee agrees to hold Grantor harmless from, and defend Grantor against, any claims of such violations, including reasonable attorney's fees and court costs of Grantor, its board members, directors and/or staff.
8. Grantee agrees to comply with all laws, state or federal, in the production and/or distribution of the Project.
9. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney's fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or its agents, in applying for or accepting grants, in expending or applying the funds furnished pursuant to such grants, or in carrying out the program or project to be funded or financed by such grants.
10. Grantee agrees to provide Grantor with a quarterly progress report which will include all updated financial information, updates on all production deadlines, and updated summaries of the Project.
11. Grantee agrees to acknowledge Grantor's sponsorship in the Project credits. This acknowledgement shall include a website URL for Indy Arts on Project documents, collateral and finished products.
12. Grantee agrees to give archival materials, including documents, collateral and finished products, to Grantor at no cost for inclusion in Grantor's archives, and for use in Grantor's promotional efforts.
13. Grantee warrants that all funding information concerning this Project has been disclosed to Grantor, and to make all such future funding information known to Grantor at the time of any new receipt of any funding.
14. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of Grantor for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the parties hereto.
15. Either Grantor or Grantee may terminate this Agreement on thirty (30) days' written notice to the other party, so long as another nonprofit corporation which is tax exempt under IRC Section 501(c)(3), and is not classified as private foundation under Section 509(a) ("a Successor"), is willing and able to sponsor the Project. The balance of assets held by Grantor for the Project shall be transferred to the Successor at the end of the notice period or sooner if all parties so agree. Grantee shall be eligible to be a Successor itself so long as Grantee has received, no later than the end of the notice

period, a determination letter from the Internal Revenue Service indicating that Grantee meets the qualifications for a Successor stated above. If no Successor is found, Grantor may dispose of the Project assets and liabilities in any manner consistent with applicable tax laws.

-SW
-MS

	Chairman, Board of Directors	1/3/2010
Grantor Signature	Title	Date
	Project director, SF public press	1/3/10
Grantee Signature	Title	Date

CONTENT LICENSE AGREEMENT

THE BAY CITIZEN
126 Post St., San Francisco, CA 94108

CONTENT PROVIDER: SF Public Press

URL OF WEBSITE (THE "SITE"): <http://sfpublicpress.org/>

NOTES: _____

Welcome to The Bay Citizen ("TBC"). Please confirm the terms on which you are authorizing TBC to select content from your website for inclusion on our website and/or in other services provided by TBC by signing this agreement in the space provided below and returning a copy to me. If there is content on your site that you do not want TBC to use, you may exclude it from the license you grant us, as described below. We look forward to working with you.

1. **Your License to TBC.** You grant TBC a non-exclusive, royalty-free, irrevocable, worldwide license to reproduce, distribute, display, perform, archive and create derivative works based on any content (except for Excluded Content, as defined below) that appears on your Site (the "Licensed Content") that TBC elects to include in any product or service provided by TBC, in any present or future medium (collectively, the "Services"). (For clarity, the Services do not include *The New York Times* or other products or services provided by entities other than TBC.) Licensed Content may be text, photos, video, artwork, or any other content that appears on your Site. You may identify as Excluded Content any content on your Site that you do not want TBC to use by sending an email to partners@baycitizen.org. Your email must be received by TBC before you post the content to your Site and must describe the content you are excluding in sufficient detail to permit us to identify it and must include the URL of the page(s) on your Site where such Excluded Content appears. TBC may not sublicense our rights to third parties except as may be necessary to allow them to assist TBC in providing the Services. For advertising, promoting and encouraging reporting on TBC and the Services, you grant to TBC the right to use the name of your Site and any related trademarks and service marks (collectively, the "Marks"), and your name, likeness, and biographical information in any present or future medium. You acknowledge that TBC is under no obligation to publish any item of Licensed Content.

2. **License Fee and Other Consideration.** TBC will pay

you [REDACTED] for each item of Licensed Content that it selects for inclusion in the Services. Within 30 days after the end of each calendar month, TBC will pay you the amount due under this Section 2 that accrued during such month. In addition, TBC will:

(a) Provide a page on TBC's principal website (the "TBC Site") containing your logo, a description of your Site, and links to Licensed Content on your Site. TBC will consult with you regarding this page, but the look and feel and contents of the page will be determined by TBC.

(b) For each item of Licensed Content that TBC publishes on the TBC Site, TBC will provide a link from the "short post on the home page of the TBC Site (or such other page on the TBC Site on which we place the short post) to the home page of your Site or the page on your Site where such item appears.

(c) Provide you with reporting and editing resources to assist you with mutually-agreed upon stories. The amount and nature of such resources will be determined by TBC, based on the amount of your Licensed Content that TBC uses.

(d) Invite you to monthly roundtable meetings in TBC's newsroom to discuss topics of interest.

(e) Provide a desk in TBC's newsroom that you and other providers of content to TBC may sign up to use from time to time. While using this desk, you will comply with TBC's policies and procedures and you will not tamper with or circumvent any security measures adopted by TBC.

3. **Ownership.** Except for the license granted to TBC under this Agreement, you retain all rights in the Licensed Content and your Site. TBC owns all rights in the Services (except, of course, for any Licensed Content incorporated into the Services).

4. **Responsibility for Licensed Content.** You

acknowledge that although TBC may make the Licensed Content accessible through the Services, TBC does not undertake to review the accuracy of the Licensed Content or to determine whether the Licensed Content complies with applicable laws. If TBC deems any portion of your Site or the Licensed Content either inappropriate or otherwise objectionable (whether for editorial, legal, business or other reasons), TBC reserves the right, but does not assume the obligation, to remove such Licensed Content from the Services and to delete any links from the Services to your Site.

5. **Termination.** Either party may terminate this Agreement at any time on 30 days' written notice. Such notice will be sent: if to you, at your email address specified below; or, if to TBC, to partners@baycitizen.org. Sections 1, 3, 4, 5, 6, 7 and 8 will survive any termination of this Agreement.

6. **Representations and Warranties.** You represent and warrant (a) that the Licensed Content is original to you and any co-authors, photographers, videographers, or artists identified in the Licensed Content (collectively, the "Co-Authors") and no one else; (b) that you and any Co-Authors identified in the Licensed Content own all rights in the Licensed Content; (c) that you have the right to grant the licenses granted by you under this Agreement; (d) that the Licensed Content is factually accurate; and (e) that the Licensed Content, your preparation of the Licensed Content, and the Marks are not libelous and do not violate or infringe any common law or statutory right of any third party, including, without limitation, any contractual rights, copyright, trademark, or patent rights, or any rights of privacy or publicity.

7. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Miscellaneous.** This Agreement contains the entire understanding of the parties and supersedes any prior agreement between us relating to the subject matter of this Agreement. This Agreement will be construed under the laws of the State of California without reference to its choice of law rules. Any amendment must be in writing and signed by both of us. Any disputes between the parties will be resolved exclusively in the state or federal courts located within the City and County of San Francisco, CA, and each of the parties consents to the jurisdiction of such courts. Nothing in this Agreement will be deemed to create the relationship of partners, agents, joint-venturers, or employer-employee between the parties. You acknowledge that you are an independent contractor and that as such you will not receive any benefits that may be provided to employees of TBC. If any provision in this Agreement is held to be invalid or unenforceable, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect. No term or condition of this Agreement will be deemed waived, and no breach will be deemed excused, unless such waiver or excuse is in a writing signed by the party against whom such waiver or excuse is claimed. Section headings are for convenience only and will not be used to interpret this Agreement.

AGREED:

By: _____
Content Provider

Date: _____

SSN or EIN: _____

Address: _____

Phone: _____

Email address: _____

THE BAY CITIZEN

By: _____

Date: _____

126 Post Street, 5th Floor
San Francisco, CA 94108

(Rev. 05/21/10)

CONTENT LICENSE AGREEMENT

This Content License Agreement (this "**Agreement**") is entered into and is effective as of the Effective Date indicated below between the licensor indicated below ("**Licensor**") and Yahoo! Inc. ("**Yahoo!**"). This Agreement and all Exhibits are the complete and exclusive agreement between the parties with respect to the subject matter contemplated by this Agreement, superseding and replacing any and all prior or contemporaneous agreements, communications, and understandings, both oral and written, regarding that subject matter. All capitalized terms used in this Agreement are defined in Section 1 of the Content License Agreement Standard Terms.

LICENSOR

NAME:	SF Public Press	URL:	www.sfpublicpress.org
ADDRESS:	965 Mission Street Suite 220 San Francisco, CA 94103	CONTACT:	Michael Stoll
		EMAIL:	[REDACTED]
		PHONE:	[REDACTED]
		FAX:	[REDACTED]

TERM

EFFECTIVE DATE:	July 21, 2010
TERM LENGTH:	3 months from the Launch Date
AUTO RENEW:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
NON-RENEWAL NOTICE:	30 days

LICENSOR LINKS AND OTHER ATTRIBUTIONS

DESCRIPTION AND SPECIFICATIONS
Licensor Brand Features (" Licensor Links ") may be displayed: (1) on the Yahoo! Network in close proximity to Licensor Content and (2) at least three (3) text links that redirect users to Licensor's Sites on a Yahoo! hosted page comprising Licensor Content.
Attribution on page such as a clickable logo and byline where Licensor is the sole editorial content provider, subject to Yahoo!'s approval.

BRAND FEATURES

LICENSOR BRAND FEATURES
" http://www.sfpublicpress.org/ " in text and stylized logo format.

YAHOO! BRAND FEATURES

"Yahoo!" in text and stylized logo format, as approved in writing by Yahoo!.
Licensor and Yahoo! will work together in good faith to discuss the possible display of Yahoo! Brand Features on the Licensor Site to Users who have clicked through from Licensor Links or Licensor's clickable logo on the Yahoo! Network.

LICENSOR CONTENT

GENERAL DESCRIPTION: Licensor shall provide the licensor Content including but not limited to articles, images and videos from the publications located at the sites set forth in Exhibit C (and any other sites that licensor creates or develops during the Term), including the different types of

content as set forth in [Exhibit D](#), which may be updated from time to time as mutually agreed in writing between Yahoo! and Licensor. Licensor Content will be related to geographic areas by DMA, neighborhood and zip code level as mutually agreed upon in writing by the parties. Licensor will work with Yahoo! to develop high quality content in accordance with Yahoo!'s quality standards as provided by Yahoo! during the Term.

INITIAL LICENSOR CONTENT DELIVERY DATE: To be mutually agreed upon by the parties during the term.

LICENSOR CONTENT UPDATE FREQUENCY: The frequency and number of submissions of Licensor Content updates will be: (check one) daily, weekly, monthly, as mutually agreed to by the parties, which may be updated from time to time as mutually determined by the parties during the Term, other (describe: _____). In addition, Licensor will provide Yahoo! with Licensor Content in a format and by delivery methods to be agreed upon by the parties. Licensor Content includes but is not limited to:

- o Article copy
- o Article headlines and bylines
- o Accompanying photos in either jpg or gif format (as available)
- o Photo captions and attributions (as available)
- o Videos (as available)

LICENSOR CONTENT FORMATTING, DELIVERY AND TECHNICAL SPECIFICATIONS: Licensor will deliver all Licensor Content in a format and means to be mutually agreed by the parties during the Term with unique identifiers for each Licensor Content submission. Licensor will deliver all Licensor Content in accordance with Yahoo!'s editorial policies provided to Licensor during the Term. Until otherwise agreed upon by the parties, Yahoo! may select Licensor Content articles by copying and pasting them from Licensor Sites and/or Licensor may submit Licensor Content articles to Yahoo! via Word, XML or email. Licensor may also work in good faith with Yahoo! to submit Licensor Content articles via XML during the Term.

OTHER SPECIFICATIONS: As set forth in [Exhibit A](#) and any other specifications mutually agreed upon in writing by the parties.

CONTENT LICENSE AGREEMENT STANDARD TERMS

The parties agree as follows:

SECTION 1: DEFINITIONS

1.1 **Definitions.** Unless otherwise specified, capitalized terms used in the Agreement, these Terms and their respective Exhibits will have the following meanings:

"Affiliate" means any company or other entity worldwide, including without limitation corporations, partnerships, joint ventures, and limited liability companies, in which Yahoo! directly or indirectly holds at least a 20% ownership, equity, or financial interest.

"Enhancements" means any and all derivative works, improvements or modifications made to or created from the Licensor Content by Licensor.

"Intellectual Property Rights" means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic.

"Internet" means the worldwide collection of computers, networks, infrastructure, connections and devices, whether now known or later developed, that can access, connect to, communicate with, or transfer data to, from, through or by way of the worldwide collection of networks (including without limitation telephone, wireless and third party networks) that is commonly referred to as the "Internet."

"Launch Date" means the first date on which the Licensor Content full article is hosted by Yahoo! for display on the Yahoo! Network.

"Licensor Brand Features" means all trademarks, service marks, logos and other distinctive brand features of Licensor that are used in or relate to the Licensor Content as listed and described in the Agreement under the heading "**Brand Features—Licensor Brand Features.**"

"Licensor Content" means, collectively, all of the content and updates, software, and methods and functionality related to such content, provided or made available to Yahoo! or its Affiliates by Licensor to be hosted by Yahoo! on the Yahoo! Network pursuant to the Agreement, and as further described and specified in the Agreement under the heading "**Licensor Content—General Description.**" The term "Licensor Content" includes without limitation any and all audio and audiovisual materials, data, images, files, hypertext links, scripts and Enhancements provided or made available to Yahoo! or its Affiliates pursuant to the Agreement, and all Teaser Content.

"Licensor Links" means the links to the Licensor Site as set forth on page 1.

"Licensor Site" means the Licensor Internet site that is currently located at the URL specified in the Agreement under the heading "**Licensor—URL**" in [Exhibit C](#) and any other Licensor-branded Internet site mutually agreed upon by the parties. The term "Licensor Site" includes any and all additional, substitution, mirror, derivative, or successor sites or URLs at which the site may be located during the Term of the Agreement.

"Teaser Content" means any portion of the Licensor Content that (a) is streamed from or reproduced on or within the Yahoo! Network; (b) consists of a small excerpt of the Licensor Content (e.g., a headline, thumbnail photograph, audiovisual clip or summary) which does not change the meaning of the Licensor Content; and (c) is directly associated, connected or linked to the Licensor Content from which that Teaser Content was derived or links directly to a page location on the Yahoo! Network.

"User" means any individual or entity that uses the Yahoo! Network for his, her, or its own personal or business purposes.

"Yahoo! Brand Features" means all trademarks, service marks, logos and other user perceptible, distinctive brand features owned or controlled by Yahoo! that are used in or relate to the Yahoo! Network, including, without limitation, the trademarks, service marks and logos described on the first page of this Agreement.

"Yahoo! Network" means any or all of Yahoo!'s or its Affiliates' worldwide network of properties, software, products, services, widgets, sites and pages, including, without limitation, those accessible in whole or in part through the Internet, whether presently existing or later developed, that are developed in whole or in part by or for Yahoo! or its Affiliates. The Yahoo! Network includes properties in any medium, including without limitation mobile, convergence device, embedded software, and IPTV. The Yahoo! Network includes co-branded and "mirrored" websites operated by Yahoo! or in conjunction with a third party, where the website is similar to a Yahoo! property with the exception of branding, advertising or the homepage.

SECTION 2: GRANT OF LICENSES

2.1 **Grant of License by Licensor.** Subject to the terms of the Agreement and these Terms, Licensor grants to Yahoo! and its Affiliates during the Term:

(a) **Licensor Content.** A non-exclusive, perpetual, worldwide, fully paid up, royalty free right and license to use, copy, encode, store, archive, distribute, transmit, modify, transiate, create Teaser Content, render into an audible format, publicly display and publicly perform the Licensor Content in whole or in part via any means, including, without limitation, the Internet, in connection with the Yahoo! Network. Yahoo!'s and its Affiliates' license to modify the Licensor Content is limited to modifying the Licensor Content to fit the format and the look-and-feel of the Yahoo! Network.

(b) **Licensor Brand Features.** A non-exclusive, worldwide, fully paid up, royalty free right and license to use, copy, encode, store, archive, distribute, transmit, render into an audible format, publicly display and publicly perform the Licensor Brand Features: (1) in connection with the presentation of the Licensor Content on the Yahoo! Network; and (2) in connection with the marketing and promotion of the Yahoo! Network.

(c) **Right to Sublicense.** The right to sublicense the rights and licenses set forth in Sections 2.1(a) and 2.1(b) in connection with any mirror site, derivative site, or distribution arrangement concerning the Yahoo! Network, including without limitation co-branded versions of the Yahoo! Network and third party syndication or distribution. All sublicenses granted under this Section 2.1(c) will be subject to the same restrictions that apply to Yahoo! with respect to the use of the Licensor Content and the Licensor Brand Features.

2.2 **Grant of License by Yahoo!.** Subject to the terms and conditions of this Agreement, Yahoo! hereby grants to Licensor, during the Term, a non-exclusive, worldwide, fully paid up, royalty free right and license to use, copy, encode, store, archive, distribute, transmit, and publicly display the Yahoo! Brand Features identified on the first page of this Agreement on the Licensor Site solely for promotion of the Licensor Content as approved in writing by Yahoo!. All uses of the Yahoo! Brand Features hereunder must be approved in writing by Yahoo! and must be in accordance with the Yahoo! Brand Features Usage Guidelines attached as **Exhibit E.**

2.3 **No Other Licenses.** No licenses are granted by either party except for those expressly set forth in this Section 2, and all rights and licenses not expressly granted in this Section 2 are reserved by the parties. Nothing in the Agreement restricts, or should be deemed to restrict, either party's right to exercise any rights or licenses received from any third parties or to grant other or similar rights or licenses to any third parties.

SECTION 3: YAHOO!'S RESPONSIBILITIES

3.1 **Yahoo! as Executive Producer.** Licensor acknowledges and agrees that Yahoo! is, and will at all times continue to be, the "executive producer" of the Yahoo! Network, and Yahoo! will be solely responsible for the design, layout, look-and-feel, posting, editing and maintenance of any and all aspects of the Yahoo! Network, including without limitation the display and performance of the Licensor Content. Yahoo! may display Licensor Content on the Yahoo! Network including without limitation those Yahoo! Properties set forth on **Exhibit A** in its sole discretion. For purposes of clarity, notwithstanding anything to the contrary in this Agreement, (a) neither Yahoo! nor any Affiliate has any duty or obligation, express or implied, to post, host, stream or otherwise include any of the Licensor Content in the Yahoo! Network, and (b) Yahoo! will have sole discretion to determine whether, where, when or how to display Licensor Content on the Yahoo! Network. Further, nothing in this Agreement obligates Yahoo! to provide Licensor at any time any physical embodiment or electronic copy of any Licensor Content. For clarity, Yahoo! is permitted to display any content with the Licensor Content or in close proximity to the Licensor Content.

3.2 **Advertising Rights.** Yahoo! has the sole right to sell or license any and all advertising and promotional rights with respect to the Yahoo! Network (including without limitation on all Internet pages of the Yahoo! Network that contain Licensor Content or during the streaming of the Licensor Content from or through the Yahoo! Network), and Yahoo! will be entitled to retain any and all revenue generated from any sales or licenses of such advertising or promotional rights. Nothing in the Agreement obligates or may be deemed to obligate Yahoo! or any Affiliate to sell, license or offer to sell or license any advertising or promotional rights.

3.3 **Licensor Links and Other Attribution.** Yahoo! agrees to provide the links, attributions and copyright and other proprietary notices (including trademark notices) specified in the Agreement under the heading "**Licensor Links and Other Attributions**" in connection with the display or performance of the Licensor Content (excluding any display or performance of Teaser Content) in the locations specified therein. Notwithstanding the foregoing sentence, Yahoo! may reasonably modify or exclude such links, attributions and notices to the extent that Yahoo! deems such links, attributions and notices are impractical or inappropriate for the device on which the Licensor Content is intended to be reproduced, displayed or performed.

3.4 **Yahoo! Reporting.** Yahoo! will provide to Licensor monthly pageview reporting for the hosted Yahoo! pages comprising Licensor Content, as tracked and determined by Yahoo! in its sole discretion.

SECTION 4: LICENSOR'S RESPONSIBILITIES

4.1 **Licensor Assistance.** Licensor will provide on-going assistance to Yahoo! with regard to technical, administrative and service-oriented issues relating to the utilization, encoding, transmission and maintenance of the Licensor Content, as Yahoo! may reasonably request. Licensor will ensure that the Licensor Content is timely, accurate, comprehensive and updated regularly as set forth in the Agreement. Licensor shall use commercially reasonable efforts to ensure that all Licensor links shall have an functioning and corresponding URL link.

4.2 **Licensor Content; Updates; Enhancements.** During the term of the Agreement, Licensor must deliver the Licensor Content and updates to the Licensor Content to Yahoo! in accordance with the Agreement, and in accordance with Yahoo!'s formatting, delivery and technical specifications provided by Yahoo! during the Term. Licensor also must provide Yahoo! with reasonable prior notice of any significant Enhancements that generally affect the appearance, updating, delivery or other elements of the Licensor Content, and must make such Enhancements available to Yahoo! at no cost and no later than such Enhancements are made available to any third party or published by Licensor on the Licensor Site. Licensor also agrees to comply with Yahoo!'s editorial guidelines and specifications and will make best efforts to comply with the tone of Yahoo!'s articles.

4.3 **Advertising Restrictions.** All links placed on the Yahoo! Network pursuant to this Agreement shall click through directly to the appropriate page on the Yahoo! Network or Licensor Site, and Licensor shall not cause to open any "pop-up" windows, "pop-under" windows, or any other windows not requested by the User when the User clicks through to the Licensor Site.

SECTION 5: REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

5.1 Representations and Warranties.

(a) **Non-Infringement.** Licensor represents and warrants that, as of the Effective Date and continuing throughout the Term of the Agreement, the Licensor Content and Yahoo!'s or its Affiliates' exercise of any license granted to them in Section 2.1, does not and will not, infringe the rights of any third party, including without limitation any Intellectual Property Rights, rights of publicity, rights of personality, rights of privacy, rights to payment of royalties, or any other rights of third parties not specifically identified in this Section 5.1(a); or result in any tort, injury, damage or harm to any third party.

(b) **Pending or Potential Claims.** Licensor represents and warrants that, as of the Effective Date, Licensor is not aware of any pending or threatened claims, suits, actions, or charges pertaining to the Licensor Content, including without limitation any claims or allegations that any or all of the Licensor Content infringes, violates, or misappropriates the Intellectual Property Rights of any third party. Licensor agrees that it will notify Yahoo! immediately if Licensor becomes aware of any actual or potential claims, suits, actions, allegations or charges that could affect either party's ability to fully perform its duties or to exercise its rights under the Agreement.

(c) **Licensor Content Clearances.** Licensor will be solely responsible for the acquisition of any and all third party clearances, permissions and licenses which are necessary in connection with Yahoo!'s or its Affiliates' exercise of any license granted to them in Section 2.1, including, without limitation, with respect to the use of any copyrighted or trademarked materials and the use of any names, likenesses or biographical materials, and for the payment of any and all applicable guild fees and for any and all residuals, payments, fees or royalties, if any, payable under any collective bargaining agreement or otherwise. By way of example, and not limitation, as between Yahoo! and Licensor, Licensor would be responsible to pay any and all residuals required to be paid under any "Basic Agreement" of the Director's Guild of America, the Writer's Guild of America, or the Screen Actor's Guild for "Supplemental Market" showings of the Licensor Content.

5.2 **DISCLAIMERS.** NONE OF YAHOO!, ITS AFFILIATES OR LICENSOR MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY LICENSOR IN SECTION 5.1. YAHOO!, ITS AFFILIATES, AND LICENSOR EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES CONTEMPLATED BY THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

SECTION 6: INDEMNIFICATION

Licensor must, at its own expense, indemnify, defend and hold harmless Yahoo!, its Affiliates and each of their respective officers, directors, employees, representatives, licensees and agents from and against and in respect of any and all claims, liabilities, allegations, suits, actions, investigations, judgments, deficiencies, settlements, inquiries, demands or other proceedings of whatever nature or kind, whether formal or informal, brought against Yahoo!, its Affiliates or any of their respective officers, directors, employees, representatives, licensees or agents, as well as from and against and in respect of any and all damages, liabilities, losses, costs, charges, fees and expenses, including without limitation reasonable legal fees and expenses, as and when incurred, relating to, based upon, incident to, arising from, or in connection with (a) the breach by Licensor of any of its representations or warranties in Section 5.1; (b) any claim or allegation that the Licensor Content or the Licensor Brand Features infringes in any manner any Intellectual Property Right or any other right of any third party, is or contains any material or information that is obscene, defamatory, libelous, slanderous, or that violates any law or regulation, or violates any rights of any person or entity, including without limitation rights of publicity, privacy or personality, or has otherwise resulted in any consumer fraud, product liability, tort, deceptive trade practice, breach of contract, injury, damage or harm of any kind to any third party. Licensor agrees that it may not, without Yahoo!'s prior written consent, enter into any settlement or compromise of any claim that results in any admission of liability or wrongdoing on the part of Yahoo! or its Affiliates. It is understood and agreed that neither Yahoo! nor any of its Affiliates intends, or will be required, to edit or review for accuracy or appropriateness any Licensor Content.

SECTION 7: LIMITATION OF LIABILITY

EXCEPT FOR LICENSOR'S INDEMNIFICATION OBLIGATIONS IN SECTION 6 OR ANY BREACH OF SECTION 10.2 OR 10.3, UNDER NO CIRCUMSTANCES WILL LICENSOR, YAHOO!, OR ANY AFFILIATE BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THE AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR LICENSOR'S INDEMNIFICATION OBLIGATIONS IN SECTION 6, IN NO EVENT WILL YAHOO!, YAHOO! AFFILIATES OR LICENSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED \$25,000. FURTHER, NEITHER YAHOO! NOR ITS AFFILIATES WILL BE LIABLE FOR ANY LOSS OF DATA OR ANY INTERRUPTION OF THE YAHOO! NETWORK DUE TO ANY CAUSE. The parties agree that the foregoing represents a fair allocation of risk hereunder.

SECTION 8: TERM AND TERMINATION

8.1 **Initial Term and Renewals.** The Agreement will become effective as of the Effective Date and will, unless sooner terminated as provided below or as otherwise mutually agreed in writing, remain effective for the term length specified in the Agreement following the start date specified in the Agreement (the "Initial Term"). If the Agreement is marked "Yes" under the heading "Term—Auto Renew," then after the Initial Term, the Agreement will automatically renew for successive additional periods equal to such term length (each an "Extension Term") unless one of the parties delivers to the other party a written non-renewal notice. In order for such notice to be effective, it must be received by the other party at least that amount of time prior to the end of the then-current Term specified in the Agreement under the heading "Term—Non-Renewal Notice," or, if no such time is specified, then at least 30 days prior to the end of the then-current Term. As used in the Agreement, "Term" means the Initial Term and all Extension Terms, if any.

8.2 **Termination.** Notwithstanding the foregoing, the Agreement may be terminated by either party immediately upon notice to the other party if the other party: (a) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; (b) engages in any unlawful business practice related to that party's performance under the Agreement; or (c) breaches any of its obligations under the Agreement in any material respect, which breach is not remedied within 30 days following written notice to the breaching party. In addition, after the Initial Term, either party may terminate this Agreement for any or no reason with at least 30 days written notice to the other party.

8.3 **Effect of Termination.** Any termination pursuant to this Section 8 will be without any liability or obligation of the terminating party, other than with respect to any breach of the Agreement prior to termination, and the parties will immediately cease representing to the public any affiliation between them in connection with the subject matter of the Agreement. The provisions of Sections 1, 5, 6, 7, 9, 10 and 11 of these Terms and this Section 8.3 will survive the expiration or termination of the Agreement for any reason.

SECTION 9: OWNERSHIP

9.1 **By Licensor.** Yahoo! acknowledges and agrees that: (a) as between Licensor on the one hand, and Yahoo! and its Affiliates on the other, Licensor owns all right, title and interest in the Licensor Content and the Licensor Brand Features; and (b) nothing in the Agreement confers in Yahoo! or an Affiliate any right of ownership in the Licensor Content or the Licensor Brand Features.

9.2 **By Yahoo!.** Licensor acknowledges and agrees that: (a) as between Licensor on the one hand, and Yahoo! and its Affiliates on the other, Yahoo! or its Affiliates own all right, title and interest in the Yahoo! Network (except for any Licensor Content or Licensor Brand Features appearing in the Yahoo! Network) and Yahoo! trademarks, service marks, logos or any other brand features; and (b) nothing in the Agreement confers in Licensor any right of ownership in the Yahoo! Network or Yahoo! trademarks, service marks, logos or other brand features. Yahoo! and its Affiliates will own any derivative works or improvements created under the Agreement that are based upon or that incorporate the Licensor Content, excluding the Licensor Content itself.

SECTION 10: PUBLIC ANNOUNCEMENTS

10.1 **Public Announcements.** Neither party may make any public announcement or press release about the existence or terms of the Agreement without the other party's prior written approval and consent.

10.2 **Confidentiality.** The terms and conditions of the Agreement are strictly confidential and may not be disclosed by Yahoo! and its Affiliates on one hand or by Licensor on the other to any third party, except to Yahoo!'s, its Affiliates', or Licensor's professional advisors who are bound by an obligation of confidentiality and non-disclosure.

10.3 **Confidential Treatment Requests.** If Licensor or any successor in interest to Licensor intends to file the Agreement with the Securities and Exchange Commission or any other securities exchange or market, regulatory authority or similar body, then the filing party must provide to Yahoo!, no less than 10 business days before the expected date of the filing, a copy of the Agreement and any amendments to the Agreement marked to show the items on which the filing party plans to seek confidential treatment. The filing party must expand any confidential treatment requests to include those provisions of the Agreement indicated by Yahoo! as terms on which Yahoo! requests confidential treatment. Without limiting what constitutes a material breach under the Agreement, any failure to comply with this Section 10.3 will be deemed a material breach of the Agreement by Licensor.

SECTION 11: NOTICE; MISCELLANEOUS PROVISIONS

11.1 **Notices.** All notices, requests and other communications called for by the Agreement and these Terms must be deemed to have been given immediately if made by telecopy or electronic mail (confirmed by concurrent written notice sent first class U.S. mail, postage prepaid if to Yahoo! to its VP Business Management, 701 First Avenue, Sunnyvale, CA 94089, Fax: [REDACTED] and if to Licensor at the physical and electronic mail addresses set forth for the Contact specified in the Agreement, or to such other addresses as either party may specify to the other in writing. Notice by any other means will be deemed made when actually received by the party to which notice is provided.

11.2 **Assignment.** The Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign the Agreement, in whole or in part, without the other party's written consent; provided, however, that: (a) Yahoo! may assign the Agreement without consent in connection with any merger, consolidation, any sale of all or substantially all of its assets or any other transaction in which more than 50% of its voting securities are transferred; and (b) in the event that Yahoo! does not consent to a proposed assignment by Licensor, or if Licensor enters into an agreement that would (upon completion of the transaction) result in a sale or acquisition of all or substantially all of its assets or transfer of more than 50% of Licensor's voting securities, Yahoo! will have the right to terminate the Agreement 15 days after written notice to Licensor. Any attempt to assign or transfer the Agreement other than in accordance with this provision will be null and void.

11.3 **Governing Law.** The Agreement and these Terms will be governed by and construed using California law, without giving effect to California conflict of law provisions or to constructive presumptions favoring either party. The parties consent to venue and the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California.

11.4 **Relationship of the Parties.** The parties acknowledge and agree that they are dealing with each other as independent contractors. Neither the Agreement, nor any terms and conditions contained in the Agreement may be construed as creating or constituting an employee-employer relationship, a partnership, a joint venture, a franchise, or an agency between Licensor and Yahoo!. Neither Licensor nor Yahoo! may bind the other in contracts with third parties or make promises or representations on behalf of the other party without a signed written consent, and employees and agents of one party are not for any purpose employees or agents of the other. Neither party owes the other party or any third party any compensation for performing the actions contemplated by the Agreement, except as expressly set forth in the Agreement. The Agreement is made for the benefit of Yahoo!, its Affiliates and Licensor only, and the Agreement is not for the benefit of, and was not created for the benefit of, any third parties.

11.5 **Severability.** If any provision or part of a provision in the Agreement or these Terms is held to be illegal, invalid, or unenforceable by a court or other decision making authority of competent jurisdiction, then the remainder of the provision will be enforced so as to effect

the intention of the parties, and the validity and enforceability of all other provisions in the Agreement and these Terms will not be affected or impaired.

11.6 No General Waiver. Waiver of any one default will not waive subsequent defaults of the same or different kind, and no failure or delay of either party to exercise or enforce any of its rights under the Agreement will act as a waiver of those rights.

11.7 Amendments. The Agreement and these Terms may be amended only by a written agreement signed by authorized representatives of both parties.

11.8 Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution and delivery of the Agreement may be evidenced by facsimile; however, the parties will deliver original execution copies of the Agreement to one another as soon as practicable following execution.

11.9 Interpretation of the Agreement and these Terms. The parties desire that the Agreement and these Terms be construed fairly, according to their terms, in plain English, without constructive presumptions against the drafting party, and without reference to the section headings, which are for reference only.

YAHOO! INC.	SF PUBLIC PRESS
By: _____	By: _____
Name: _____	Name: <u>Michael Stall</u>
Title: _____	Title: <u>Executive Director</u>
Date: _____	Date: <u>July 21, 2010</u>

EXHIBIT A
PLACEMENT ON THE YAHOO! NETWORK

Yahoo! may, in its sole editorial discretion, display Licensor Content on the Yahoo! Front Page via the Today Module and the News Box, as set forth below and subject to the terms of this Agreement.

- Yahoo! Front Page Today Module (as shown in the sample mockups in [Exhibit B](#)) – featured photo (as available), featured headline, article content. Links will direct users to Licensor Content on Yahoo! hosted article pages.
- Yahoo! Front Page News Box (News tab) (as shown in the sample mockups in [Exhibit B](#)) – within the last 3 links. Links will direct users to Licensor Content on Yahoo! hosted article pages or on Licensor hosted article pages (as the case may be).

Note: Link placement will be determined by Yahoo! and will be placed at Yahoo!'s sole discretion.

EXHIBIT B

MOCK-UPS

The following mock-ups are for illustrative purposes only to indicate examples of the Yahoo! Front Page Today Module, Yahoo! Front Page News Box, related links and Licensor attribution.

Web Images Video Local Shopping More

YAHOO! Web Search

Hi, Sasha | Profile | Sign Out | Page Options

My Yahoo! | Take Your Message

MY FAVORITES Add

- View Yahoo! Sites
- Yahoo! Mail
- Updates
- NPR
- AOL Start
- My Yahoo!
- News
- Misc
- All Things Digital
- Finance
- Rlickr
- Games
- Movies
- Music
- Travel
- Shopping
- Deal Of The Day
- Salon
- Yellow Pages

TODAY - OCTOBER 12, 2008



Boy's selfless act saves brother
Adrian Zavala was walking with Jesse Banks when a nearby driver was blinded by the sun. [Read more on Reuters.com](#)

Speeder gets smacked
[Read more on Reuters.com](#)

Dangerous instructions

Big breaks big to save brother | **Suborn steers fan's ties** | **Share for the anniversary** | **How the Tiger season drew up**

SPONSOR

NEWS WORLD LOCAL FINANCE

- Obama urges bankers to find ways to increase lending
- Senate Democrats struggle to get health care on track
- Reports: U.N.-backed Congolese troops are killing civilians
- High court to review employer access to worker text messages
- Orin at climate talks: Arctic Ocean may be ice-free in 5 years
- Cat hides 100-mile ice underneath Oregon man's SUV
- Paul: Job, Stimulus, Tax to create

HUD Lands Major Military Contract
* roundseda line up for H1N1 vaccine

NFL, NCAA, NBA, NCAA, NHL, Soccer

More: News | Popular | Buzz

WEB PULSE

- Elin Nordegren
- British Airways
- Michelle Duggar
- Hillary Clinton
- U.S. Postal Serv...
- 787 Dreamliner
- Mount Hood
- Barack Obama
- Mark Ingram
- Christmas Ceccia

Sprint



Only on the New Network - Ad Feedback

Holiday jobs with high rewards

- Master the holiday job hunt
- The hottest holiday jobs
- Thinking careers during the holidays
- Lucrative careers in high demand

Yahoo! Holidays

FEATURED SERVICES

- Speedy Business
- Mail Plus

YAHOO! FOR YOUR BUSINESS

- Small Business Solutions
- Advertising Solutions

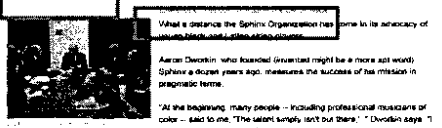
DEVELOP FOR YAHOO!

- Yahoo! Developer Network
- Developer Policy & Terms

ABOUT YAHOO!

- Page Top
- Back to the News
- Help
- Send Feedback

Sphinx engages young minority musicians



What is behind the Sphinx Organization's focus on its advocacy of young black and Latino musicians?

At the beginning, many people - including professional musicians of color - said to me, "The talent simply isn't out there."

The weekend, the Sphinx Organization holds its 13th annual competition finals for aspiring minority string players in junior and senior divisions.

Embodiment of Sphinx's core purpose, the orchestra accompanying the finalists in both divisions will be made up entirely of black and Latino musicians.

Over the past 12 years, the Sphinx Organization has awarded more than \$1 million in prizes and scholarships.

"Our laureates are visible," Divotkin says. That's a proud father's understatement.

In recent months, the best and brightest of Sphinx alumni have appeared on "The Today Show" and "Good Morning America."

"These events are seen by orchestra administrators, conductors, agents, who might be inspired to think, 'These guys are great. I should engage musicians of color.' That goes directly to our mission."

The Sphinx objective is to encourage symphony orchestras - which now exclude about 2 percent each of black and Latino musicians - to increase the number of minority faces in their ranks.

"It's about more than being exposed to classical music for these kids," he says. "Nationwide, we're now reaching about 50,000 kids a year in our outreach program, and we're having an impact. We have alumni in every major music school and in several major orchestras, and we've partnered with 30 orchestras to provide solo opportunities for Sphinx laureates."

Divotkin says greater diversity in the arts can only lead to an enhanced artistic result.

"Music especially must evolve through new voices, new interpretation," he says, "and that comes from diversity being brought to bear."

Related searches: ...

More Detroit News

Most Viewed - Top Stories

Daily Features

Elsewhere on the Web

Advertisement: 100 Years of Engineering Excellence

Advertisement: 100 Years of Engineering Excellence

Advertisement: 100 Years of Engineering Excellence

Advertisement: 100 Years of Engineering Excellence

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Advertisement: 100 Years of Engineering Excellence

Related links to Licensor Content

Licensor logo/byline

Latest from The Detroit News

Channel 8 Detroit Video

100 Years of Engineering Excellence

Sponsored Links

Featured

EXHIBIT C
Licensor Sites and Links

<u>LICENSOR URL</u>	<u>Site Name</u>
http://sfpublic.press.org	SF Public Press (Digital Network Associates)

EXHIBIT D
LICENSOR CONTENT TYPES

Feature
Local hard news, and/or a daily digest or roundup of news (Crime, Government, Politics)
Local sports news and/or a digest or roundup
Local business features and/or a daily digest or roundup
Local events and things to do: Best bets of the day/weekend
Regular "consumer watch" features regarding local business and scams.
Best shopping deals of the day/weekend
Morning/week ahead commute/transit roundup
Daily/weekly local social notes and local celebrity gossip
Community and neighborhood features that can be tagged to a specific zip code
Seasonal/General best of

EXHIBIT E
YAHOO! TRADEMARK USAGE GUIDELINES

1. **General.** All Yahoo! trademarks, logos, service marks, trade dress, slogans, copyrighted designs or other brand features (collectively "Brand Features") will be used only as explicitly licensed by Yahoo!, and only under the terms and conditions and for the purposes described in such License Agreement ("Agreement"). The other party to the Agreement is referred to herein as the "Licensee".
2. **Approval.** All specific uses of any Yahoo! Brand Features must be approved in advance by Yahoo! Brand Marketing. Approval can be requested by completing the Request for Approval Form attached and including complete samples of each proposed use.
3. **Appearance.** From time to time during the term of the Agreement, Yahoo! may provide to Licensee additional written guidelines as to the size, typeface, colors, and other graphic characteristics of the Yahoo! Brand Features, which upon delivery to the Licensee shall be deemed to be incorporated into the Agreement and into these Guidelines.
4. **Notices.** All trademarks and service marks included in the Yahoo! Brand Features will be designated with "SM", "TM" or "®", in the manner directed by Yahoo!.
5. **Restrictions upon Use.** The Yahoo! Brand Features will not be presented or used: a) in a manner that suggests that editorial content has been authored by, or represents the views or opinions of, Yahoo! or any Yahoo! personnel or affiliate; b) in a manner that is misleading, defamatory, libelous, obscene, infringing or otherwise objectionable; c) in connection with any material that infringes, dilutes or otherwise violates or impairs the trademark, copyright or any other rights of any third party; d) as part of or in close proximity to another person or company's name, domain name, product or service name, logo, trade dress, design, slogan or other trademark or service mark; or e) in a manner that infringes, dilutes, or otherwise violates or impairs the rights of Yahoo! in the Brand Features. Yahoo! shall have complete discretion to evaluate Licensee's use and to decide whether that use violates any of the foregoing restrictions.
6. **Use for Yahoo!'s Benefit and Ownership.** Any use of the Yahoo! Brand Features shall inure to the benefit of Yahoo! and automatically vest in Yahoo! upon use by Licensee. By using the Brand Features pursuant to Yahoo!'s approval, Licensee acknowledges Yahoo!'s ownership of all Brand Features and warrants that it will not (a) assert any copyright, trademark or other intellectual property or proprietary right in the Brand Features or in any element, derivation, adaptation, variation or name thereof; (b) contest the validity of any of the Brand Features; (c) contest Yahoo!'s ownership of any of the Brand Features; (d) in any jurisdiction, adopt, use, register or apply for registration of, whether as a corporate name, trademark service mark or other indication of origin, or as a domain name, any Brand Features or any word, symbol or device or any combination confusingly similar to, or which includes, any of the Brand Features; or (e) take any other action which may dilute, diminish or otherwise damage Yahoo!'s rights and goodwill in the Brand Features or which is inconsistent with Yahoo!'s ownership of the Brand Features. If Licensee engages in any action that Yahoo! determines, in its sole discretion, infringes, dilutes, disparages or devalues the Brand Features or Yahoo!'s reputation or goodwill in the Brand Features, Yahoo! may immediately terminate this Agreement or any license granted herein.
7. **Nonexclusive Remedy.** The Licensee will make any changes to its use of the Yahoo! Brand Features as are requested by Yahoo! This remedy is in addition to any other legal remedies to which Yahoo! may be entitled in relation to Licensee's use of Yahoo! Brand Features.

Request For Approval to Use Yahoo! Brand Features

Print this form, provide the required information on separate sheets, and fax your request to the Permissions Agent at [redacted] (being sure to reference the underlying agreement between the parties) or the Yahoo! brand marketing contact which has been provided to you:

1. Exact name and title of organization and/or person requesting permission (prospective "licensee" of Yahoo! property), and contact information (e-mail, phone, fax, mailing address).
2. Attach layout/sample of visual that features any Yahoo! trademarks, logos, service marks, trade dress, slogans, screen shots, copyrighted designs or other brand features (collectively "Brand Features").

Please note that any material which features any trademarks, logos or copyrighted material (including banners and buttons) from any third party may require that third party's and/or others' specific and additional permission. Yahoo! makes no representation or warranty as to your proposed use of any such material.

3. Specific description of materials in which Yahoo! trademarks and/or copyrighted materials will appear. Please include:
 - A. Type of work (website, book, video, etc.) and Title of work (or URL for website)
 - B. Name of all contributing authors and editors of the work
 - C. Description of nature and content of work (be as specific and thorough as possible)
 - D. Distribution plans for materials (including channels of distribution, territory, number of copies, timeframe).
 - E. Any other questions concerning your request/information regarding any contractual relationship you may already have with Yahoo! which includes a trademark or other license.

I acknowledge that I have reviewed the Basic Guidelines for use of Yahoo! Brand Features ("Guidelines") and that I and my organization agree to those Guidelines, and any additional terms set forth within Yahoo!'s Approval Notification and/or License, which terms will collectively govern any use of Yahoo! Brand Features in relation to this Request.

Signed: [redacted]

THE SAN FRANCISCO FOUNDATION

The Community Foundation of the Bay Area

June 18, 2010

Mr. Michael Stoll
San Francisco Public Press
965 Mission Street, Suite 220
San Francisco, CA 94103

RE: Grant Number: 70813

Dear Mr. Stoll:

On behalf of The San Francisco Foundation Board of Trustees, I am pleased to inform you that a grant has been approved in the amount of [REDACTED] for 12 months to support core operations.

The enclosed Grant Agreement forms the contract between San Francisco Public Press and the Foundation. Please read it carefully as it outlines the conditions of the grant as well as the payment and reporting schedules. We ask that you, your Board Chair, and fiscal sponsor (if applicable) sign and return one copy; please keep a copy for your files. No payments can be made until the Grant Agreement has been returned and any special conditions have been met.

As a community foundation, our ability to fund important programs such as yours is contingent upon ongoing support from the Bay Area community. We look forward to partnering with you to let others know about the importance of philanthropy. Please include us in any communications connected with the grant, including press releases, programs, announcements, invitations, stories in the media, annual reports, and newsletters, and submit copies of any such publications with your reports. If your organization has a website, please link to www.sff.org. Our logo is available to download at www.sff.org/grantseekers/resources-for-grantseekers; please call us if you have questions about how to use it. Any statement about Foundation policy should be cleared in advance through our Marketing Communications Officer.

Should your organization wish to apply for future funding, please note the following eligibility policy: Grantees are eligible to receive funds from the Foundation for consecutive periods of up to three years. After three years, grantees will be required to wait a period of 12 months before receiving funding. Exceptions to this policy will be made under certain circumstances. Requests for exceptions should be directed to Program Officers who will consider and make a decision in consultation with the Director of Programs.

The Foundation is pleased to assist you in your important work, and we look forward to hearing about your activities. Please do not hesitate to call me if you have any questions about this grant or the policies of the Foundation.

Yours truly,

Moy Eng
Program Officer

225 BUSH STREET, SUITE 500, SAN FRANCISCO, CA 94104-4224 TELEPHONE 415 733 8500 FAX: 415 477 2783 www.sff.org



THE SAN FRANCISCO FOUNDATION

The Community Foundation of the Bay Area

GRANT AGREEMENT

Grant Number: 70813
Please use this number
in all correspondence

I. ACCEPTANCE OF GRANT

The conditions set forth below are deemed to be agreed to by the grantee if the grantee accepts any payment. No payments will be released until a signed copy of the Agreement is returned to the Foundation and any special conditions are met.

Contact:

Mr. Michael Stoll

Phone:

[REDACTED]

Grantee:

San Francisco Public Press
965 Mission Street, Suite 220
San Francisco, CA 94103

Payee:

Independent Arts & Media
P.O. Box 420442
San Francisco, CA 94142

Grant Amount:

[REDACTED] for 12 months

Date Approved:

June 17, 2010

Grant Period:

June 1, 2010 – May 31, 2011

Grant Purpose:

To support core operations.

Outcomes:

1. Expansion of serious coverage of, and conversation about, public policy and social trends in San Francisco.

2. Creation of additional Web, broadcast and print channels for high-quality news through multiplatform public-media collaboration that sparks competitors in the commercial press to raise the level of discussion about local problems and solutions.
3. Inclusion of information-deprived communities in story generation and financial support toward the goal of achieving a locally sustainable news infrastructure.

Activities:

1. Add beat reporters to contribute stories, photo essays and videos about local government, education, demographics and other policy topics at least weekly.
2. Enter into additional formal and informal content partnerships with public broadcasters, public-media online news providers, experimental news organizations and civic forums to increase the efficiency and reach of all partners.
3. Outreach to a diverse cross section of San Franciscans with the purpose of deepening connection with local residents by meeting regularly with neighborhood groups, maintaining a consistent presence on social media tools and forming a community advisory board.
4. Train student and volunteer professional journalists in advanced reporting and editing skills and use of new multimedia technologies.

II. SPECIAL CONDITIONS

None.

III. REPORTING REQUIREMENTS AND PAYMENT SCHEDULE

Payments will be made on the schedule below if special conditions described above are met and if narrative and financial reports have been submitted on the dates requested. Report guidelines and forms are available on the Foundation's website at www.sff.org/grantseeker/forms. Reminder notices will be sent in the month before the report is due. If you need to extend the grant period or request changes in the payment schedule or budget, please request the change in writing, briefly explaining the reason it is needed.

Please note that payments on new grants will not be released until final reports on all prior grants have been received and approved by your Program Officer.

Progress Report Due Dates (if any):

None.

Payment(s):

██████████ scheduled on June 1, 2010

Final Report:

Standard Final Report due on June 30, 2011

IV. PUBLICITY

As a community foundation, our ability to fund important programs such as yours is contingent upon ongoing support from the Bay Area community. We look forward to partnering with you to let others know about the importance of philanthropy. Please include us in any communications connected with the grant, including press releases, programs, announcements, invitations, stories in the media, annual reports, and newsletters, and submit copies of any such publications with your project report(s). If

your organization has a website, please link to www.sff.org. Any statement about Foundation policy should be cleared in advance through our Marketing Communications Officer.

V. **BUDGET AND USE OF FUNDS**

Funds must be used by the grantee strictly in accordance with the final budget on which the grant was based. Any changes must be approved in advance by the Foundation.

VI. **REVERSION OF FUNDS**

All funds not expended for the purposes agreed to by the grantee and the Foundation must be returned to the Foundation.

VII. **AUDIT**

The Foundation reserves the right to conduct an audit of any grantee if it appears appropriate and necessary.

VIII. **MONITORING AND EVALUATION**

In order to assess the effectiveness of our grants, the Foundation may monitor or conduct an evaluation of the program funded by this grant, which may include visits by representatives of the Foundation to observe the grantee's program procedures and operations and to discuss the program with the grantee's personnel.

IX. **HOLD HARMLESS**

In accepting a grant from the Foundation, the grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless The San Francisco Foundation, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the grantee, its employees or agents, in applying or accepting such grant, in expending or applying the funds furnished pursuant to such grant or in carrying out the program or project to be funded or financed by such grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of The San Francisco Foundation, its officers, directors, trustees, employees or agents.


The Board and staff of The San Francisco Foundation are pleased to be able to make this grant (#70813) to your organization. Please sign and return one copy of this Agreement as evidence of your understanding of and agreement with the terms outlined. Please keep a copy for your files.

Return completed document to:

Grants Management
The San Francisco Foundation
225 Bush Street, Suite 500
San Francisco, CA 94104-4224

-

-

	18-Jun-10
The San Francisco Foundation	Date
<hr/>	
Chair, Agency Board of Directors or Designee	Date
<hr/>	
Agency Executive Director	Date
<hr/>	
Fiscal Sponsor*	Date

***Agreement must be signed by Fiscal Sponsor if project agency does not have 501(c)(3) status.**

San Francisco Public Press
965 Mission St., Suite 220
San Francisco, CA 94103
(415) 495-7377 office
www.sfpublishing.org

Attn: Leonard Orcino
ID# 100221553
Internal Revenue Service
(p) [REDACTED]
(f) [REDACTED]
Dec. 29, 2010

RE: San Francisco Public Press [REDACTED]

Dear Agent Orcino,

I am writing you just to confirm that you received by USPS our answers to your questions and documentation about our organization's activities in regard to its eligibility for 501(c)3 tax exempt status. We sent the package by Express Mail on Wednesday, Dec. 22, with guaranteed delivery by Dec. 24, but our online tracking of the package indicates that it was received and signed for by "A Fikes" on Monday, Dec. 27.

If you did not receive the package please let us know. And happy holidays to you!

Sincerely,

[REDACTED SIGNATURE]
[REDACTED]
Michael Stoll
Executive Director
San Francisco Public Press
965 Mission Street, Suite 220
San Francisco, CA 94103
[REDACTED]
www.sfpublishing.org

San Francisco Public Press
965 Mission St., Suite 220
San Francisco, CA 94103
(415) 495-7377 office
www.sfpublicpress.org

Attn: Leonard Orcino
ID# 100221553
Internal Revenue Service
(p) [REDACTED]
(f) [REDACTED]
March 4, 2011

RE: San Francisco Public Press; [REDACTED]

Dear Agent Orcino,

It was great speaking with you over the phone this morning, March 4, 2011. Thank you for taking the time to speak with me, as I know that you are extremely busy. I am following up with you regarding our conversation and the status of our application, as we are hopeful that our organization will receive a positive determination as a tax-exempt organization.

We first submitted our application at the beginning of last year on January 3, 2010, upon which we received your request for additional information dated November 3, 2010. We were then granted a 30-day extension to respond to your request; we submitted our response to you on December 24, 2010.

We are now currently waiting for your review of our response letter, which, according to our conversation this morning, should be reviewed this upcoming month. I am hopeful that our application will be reviewed sooner rather than later as our organization is interested in applying for a number of grants that require 501(c)(3) determination. I am somewhat concerned that we may not be able to apply for some of these grants if our application is further delayed, which may adversely effect our organization.

However, I do wish to reiterate that our most important priority is that you are able to make a thorough and accurate determination with any and all the information that we have submitted thus far. Of course, if any additional information is needed, please do not hesitate to contact us, as we are more than happy to fulfill any such request. Again, thank you in advance for your assistance, and have a wonderful weekend.

Best regards,

[REDACTED]

Michael Stoll
President/Executive Director
San Francisco Public Press
965 Mission Street, Suite 220
San Francisco, CA 94103

www.sfpublicpress.org

May 31, 2011

To: Elizabeth A. Ardoin
Internal Revenue Service
Fax: [REDACTED]

Dear Ms. Ardoin:

Thank you for sending us your questions regarding prohibited legislative activities and providing us the opportunity to further explain our mission, vision and values, which, in short, do not include any prohibited political activities.

Question 1: "Do you attempt to influence legislation?"

Answer: *No. Our organization is strictly nonpartisan and we do not do advocacy reporting of any kind. Unlike many news organizations we do not endorse candidates, legislation or ballot propositions, either on the website (www.sfpublishpress.org) or in the quarterly print edition of the newspaper. The newspaper does not have an editorial page. We rarely run opinion pieces. When we do, they are usually about the value of free speech, a robust independent press and open government, and not tied to an election or legislation.*

Question 2: RE "Political campaign interventions"

Answers:

- a. "Please provide a statement acknowledging that you understand the prohibition against participating or intervening in any political campaign on behalf of or in opposition to any candidate for public office."**

We so acknowledge. The San Francisco Public Press has no intention of campaigning for or against any candidate now or in the future.

- b. "Please provide a statement representing that your conduct from this date forward will conform to that allowed by Revenue Ruling 2007-41."**

Our conduct will conform to Revenue Ruling 2007-41. None of the prohibited campaigning activities described therein comes close to the activities of the San Francisco Public Press. We are strictly nonpartisan. Of more than 600 articles we have produced in the last two years we have never endorsed a candidate, legislation or ballot proposition. We do, routinely, write about candidates for public office, elections and ballot measures, but each time we strive to get a representative array of perspectives.

c. "Please provide a statement declaring that you will not post articles on your website that would violate the prohibition against participating or intervening in any political campaign on behalf of or in opposition to any candidate for public office."

The San Francisco Public Press will not post articles to our website that would violate this prohibition.

d. "Please provide a statement that you will not publish or distribute any material that would violate the prohibition against participating or intervening in any political campaign on behalf of or in opposition to any candidate for public office."

The San Francisco Public Press will not publish or distribute any material that would violate this prohibition.

Again, thank you for the opportunity to elaborate on the nonpartisan, nonadvocacy nature of the San Francisco Public Press, which was founded and continues to be operated solely to serve its educational purpose.

If you have any further questions do not hesitate to call me during business hours Pacific Time, at [REDACTED]

Sincerely,

Michael Stoll
Executive Director
San Francisco Public Press

[REDACTED]



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Date: June 10, 2011

San Francisco Public Press
c/o 965 Mission Street
San Francisco, CA 94103

Employer Identification Number:

Person to Contact and ID Number:
Liz Ardoin, 0221460
Contact Telephone Number:
(202) 283-9463
FAX Number:
(202) 283-9462
Response Requested By:
July 11, 2011

Dear Applicant:

We have reviewed your application for exempt status under section 501(c)(3) of the Internal Revenue Code and found that additional information is needed to help determine whether you are tax exempt. To complete our consideration we need additional information. Please provide a response to the questions listed on the attached sheets over the signature of one of your principal officers or directors.

The information you submit should be accompanied by the following declaration:

Under penalties of perjury, I declare that I have examined this information, including accompanying documents, and, to the best of my knowledge and belief, the information contains all the relevant facts relating to the request for the information, and such facts are true, correct, and complete.

This declaration must be signed by an elected officer, a member of the board of directors, or a trustee rather than an attorney or accountant.

If the additional information shows you qualify for exempt status, we will send you an exemption letter. If the additional information shows you do not qualify for exempt status, we will explain our decision and provide information about the appeal rights available to you.

Please respond by the date shown in the heading of this letter. If you need an extension of time to respond, or if you have any other questions about this matter, please call me at the above telephone number. The maximum extension which will be granted is 2 weeks from the due date listed above. You will expedite our receipt of your reply by using the following address on the envelope. If it is convenient, you may fax your reply using the fax number shown in the heading of this letter.

San Francisco Public Press

Internal Revenue Service
SE:T:EO:RA:T:3
Liz Ardoin, 3P8
1111 Constitution Ave, N.W.
Washington, DC 20224

If you do not provide the requested information in a timely manner, it will be considered by the Service as a failure to take all reasonable steps to secure the ruling you requested. Under Code section 7428(b)(2), your failure to take all reasonable steps to secure the ruling requested in a timely manner may be considered as a failure to exhaust the administrative remedies available to you within the Service, and thus may preclude the issuance of a declaratory judgment in this matter under the judicial proceedings of Code section 7428.

Thank you for your cooperation. We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A black rectangular redaction box covering the signature of Liz Ardoin.

Liz Ardoin
Tax Law Specialist
Exempt Organizations
Technical Group 3

San Francisco Public Press

1. Please provide a copy of the minutes of the board meetings held to date.
2. Your bylaws do not state how and by whom your directors are elected nor do they state the term limit for directors and officers. Further, Article 3, Section 17 provides that vacancies occur on death, resignation or removal of directors but does not refer to vacancies occurring at the end of a director's term. Please explain.
3. Please submit a copy of the pages that appear on your website. If this is voluminous, please submit 20 pages which are representative of the pages that appear on your website.
4. Please submit financial information for the year ended December 31, 2010 using the format found at page 9 of Form 1023.

To: **Liz Ardoin**, 0221460
Tax Law Specialist, Exempt Organizations
Technical Group 3
Internal Revenue Service
Phone #: [REDACTED]
Fax #: [REDACTED]

From: **Michael Stoll**
San Francisco Public Press, EIN [REDACTED]

Date: **July 9, 2011**

Re: **Questions on application for nonprofit status**

Dear Ms. Ardoin:

In response to your questions on June 10, 2011, regarding our application for 501(c)(3) nonprofit status, I have included the four documents you requested, sent via fax.

1. Copies of the minutes of the first two quarterly meetings of the board of directors in 2011.
2. A copy of proposed* changes to the bylaws drafted in response to questions in your letter dated June 10, 2011. These changes (three sections) are indicated in the text using strikethrough and underscore, and are *summarized on the last page of the attached bylaws*. They are:
 - a. A change in Article 3, Section 4, regarding qualification, elections and terms of office for directors.
 - b. A change in Article 3, Section 17, regarding vacancies.
 - c. A change in Article 3, Section 2, regarding qualification, elections and terms of office for officers.

**Please note: At its quarterly meeting held on June 27, the board tabled approval of the proposed bylaws changes in order to seek advice from a consultant specializing in California nonprofit law.*
3. Copies of 22 representative pages from the website, www.sfpublishing.org. Included are:
 - a. A recent view of the home page.
 - b. An example of the index page for a recent "special report" on Bay Area news media.
 - c. The seven most recent news articles posted on the website.
4. Financial statement for the year ended December 2010, using the format found at page 9 of Form 1023. *Please note: as per request, only 2010 information is listed.*

Under penalties of perjury, I declare that I have examined this information, including accompanying documents, and, to the best of my knowledge and belief, the information contains all the relevant facts relating to the request for the information, and such facts are true, correct, and complete.

Sincerely,

A black rectangular redaction box covers the handwritten signature of Michael Stoll.

Michael Stoll, President, Board of Directors

July 9, 2011
Date

**San Francisco Public Press
Board Meeting**

Location: Sandbox Suites, 567 Sutter St., San Francisco
March 9, 2011 ~ 6:30 p.m.

BOARD MEMBERS IN ATTENDANCE: Michael Stoll (President), Marc Smolowitz (Secretary), and Lila LaHood (Treasurer).

GUESTS IN ATTENDANCE: Michelle Fitzhugh-Craig, John Raess, Tom Honig, Tom Yates, Jane Shabaker, Maryann Hrichak, Amit Pendayae, Louise Yarnall, Eva Chan, Rich Pestorich, Patrick Reilly and Alex Demushkane. ~ *GUEST BY PHONE:* Amanda Hickman.

Meeting moderated by Marc Smolowitz. Minutes by Lila LaHood.

MEETING STARTED: 6:35 p.m.

WELCOME AND INTRODUCTIONS

Reviewed the meeting agenda. Major goal for the meeting is to discuss the scope of board service. Early board members will help shape the board and its responsibilities.

Future board meetings will be held at locations where meetings can be open to the public. In 2011, board meetings are slated for March, June, September and December, with committee meetings in other months.

FINANCE REPORT (presented by Lila LaHood, director of operations and development)

2009 expenses were [REDACTED] leaving a balance of [REDACTED]
2010 expenses were [REDACTED], leaving a balance of [REDACTED] (including some outstanding payments, which will carry over. We need to revise the 2010 statement to reflect this. These totals will be adjusted when we convert to a new accounting method this spring.)
2011 expenses so far are [REDACTED] leaving a balance of [REDACTED]

Highlights from the 2010 budget:

- A significant expense was [REDACTED] salary as [REDACTED], paid via San Francisco Jobs Now! — a federally funded program.
- Another big cost was printing the newspaper.
- Spent money on marketing when had clear opportunities to connect with potential readers, e.g. purchasing a table at the San Francisco Pride festival, where we sold the print pilot.

Income:

- Second grant from San Francisco Foundation came in at [REDACTED] — three-quarters of what we got in 2009. There's been a lot of turbulence at the foundation. They reorganized and changed staff after awarding our initial grant.
- Jobs Now! probably won't repeat because it was part of the stimulus package.
- Newspaper sales: We still have outstanding retail invoices. Working on improving invoice system.
- Events: Getting close to breaking even on events, which are a good way for us to engage with readers and recruit supporters.

2011 finances so far:

Contract work: In January and February we completed the bulk of our responsibilities related to the San Francisco Bay Area Journalist Census, a study assessing the displacement of Bay Area journalists sponsored by NOVA, a Sunnyvale-based workforce development agency. The project brought in [REDACTED] at least [REDACTED] of which we've reserved. More than 700 people participated in the survey. We still have to offer feedback on the report (which is being compiled by a consulting firm) and put on one event where the report will be presented. We will use some of the funds raised through this effort to do a media reporting project.

Projected budget for 2011:

In addition to the San Francisco Foundation possible re-funding, we are expecting a [REDACTED] grant from the California Endowment for health reporting.

Membership — (We call individual donors who contribute \$35 or more in a 12-month period "members." This is distinct from official "membership" as defined by the California Code.) 61 people are currently members. 22 memberships expired in the past three months. 55 memberships expired in the three months prior to that. 43 people contributed less than \$35 in 2010. At least another 50 people paid to attend events. We need to follow up with expired members and reach out to people who are donating through Spot.Us to support some of the reporting we publish in our newspapers and on sfpublishing.org.

Need to develop a system for contacting donors before their memberships expire to ask for continued support.

Need to refine the annual budget for the fiscal year with more detailed descriptions of expected income from all sources.

EXECUTIVE DIRECTOR REPORT (presented by Michael Stoll, executive director)

Michael explained the two strategic refresh sessions we held in December and presented a document summarizing what we decided to do. We're producing fewer stories, but our workflow is more targeted. We stopped prioritizing breaking news and one-off enterprise stories. Now we focus on projects and beats. We're currently developing five projects and five beats.

We will continue publishing a quarterly newspaper, but with fewer pages. The next edition, slated for late April, will be a 16-page broadsheet selling for \$1.

We will change the website to reflect our new beats and projects, adding topic pages to feature the reporters' work via mini websites with custom urls. Reporters will manage their own blogging, aggregation and Twitter feeds.

Projects teams will include three to five people. We will partner with other organizations and fundraise on Spot.Us. We're looking for more experienced reporters to work on projects.

We have one project editor on the media project and another editor overseeing the biotech and nonprofit beats. We broke down responsibilities in editorial and want to recruit for those positions. We also need to fill several new volunteer positions.

BOARD SERVICE (presentation by Marc Smolowitz, board secretary)

We need to create a recruitment model that is broad and diverse and attracts people with all kinds of connectivity. We need board members to help with fundraising. The board will take responsibility for raising a certain percentage of the annual budget.

Review of recruitment packet. Michael Stoll will meet with board prospects one on one.

Review of job description, board contract and other recruitment documents. In startup phase, board service will involve governance and helping with operations via committees. Participation on one committee is required, additional committees are optional.

Review of committee structure. Note: board recruitment, fundraising and outreach committees will be open to non-board members. We encourage outside participation and involvement.

OPEN DISCUSSION

Questions from guests and discussion about the Public Press' policy of not running ads on the website or in the newspaper.

MEETING ADJOURNED: 8:30 p.m.

**San Francisco Public Press
Board Meeting**

Location: San Francisco Public Press, 965 Mission St., Suite 220, San Francisco
June 27, 2011 ~ 6:00 p.m.

BOARD MEMBERS IN ATTENDANCE: Michael Stoll (President), Marc Smolowitz (Secretary), and Lila LaHood (Treasurer).

GUESTS IN ATTENDANCE: Jane Shabaker, Maryann Hrichak, Rich Pestorich, Praveen Madan, Deepti Gottipati, Nina Frazier, Siri Markula, Jeff Thorsby, Steve Jones.

Meeting moderated by Michael Stoll. Minutes by Lila LaHood.

MEETING STARTED: 6:10 p.m.

WELCOME AND INTRODUCTIONS

REVIEWED AGENDA

THANK YOU'S

Michael Stoll thanked Siri Markula, a visiting fellow from Finland, and Nina Frazier, a spring semester intern, for their contributions as reporters for the San Francisco Public Press. Siri is moving back to Finland and Nina is moving to New York in July.

FINANCE UPDATE

Lila LaHood, director of operations and development, gave an overview of income and expenses for Jan. 1, 2011 through June 27, 2011. Total income was [REDACTED] Total expenses were [REDACTED]

Marc Smolowitz requested that more detailed financial reports be presented at subsequent board meetings to show quarterly and monthly cash flow.

The organization is operating with a projected minimum budget of [REDACTED] for 2011. Income was expected to be highest in Q1 because of the Journalist Census project, which was funded by NOVA, a federally funded workforce development agency based in Sunnyvale. Additional grant funding raised above the minimum budget will go to investigative reporting projects, freelance fees, and to pay operations staff (currently volunteers).

The organization received donations of \$35 or more from 15 individuals in Q1 and from 23 individuals in Q2.

EXECUTIVE DIRECTOR REPORT

Executive Director Michael Stoll gave an overview of Q2. The restructured editorial system is working well. All reporters are assigned to work on beats or projects. The city budget project will be featured in the next issue of the quarterly ad-free newspaper. We are partnering with Shareable, a nonprofit online magazine on that project. The human trafficking project will be featured in the fall issue of the newspaper. We anticipate receiving a [REDACTED] grant from the California Endowment for the health reporting project.

We have another project on Bay Area population, demographics and development in the works, and are still looking for a project editor.

Progress on the beats is going well. Nina Frazier and T.J. Johnston have led reporting on the housing and homelessness beat; Siri Markula focused on biotech; Jerold Chinn focused on transportation; Erica Reder focused on the environment; and Ambika Kandasamy focused on nonprofits.

We are recruiting editorial volunteers who can make a commitment to working with us at least eight hours per week. It is easier to manage reporters who can devote time to projects and beats consistently.

Milestones since the March board meeting:

- Printed and distributed third quarterly ad-free newspaper in May
- Best month ever in May with Web traffic reaching [REDACTED] unique visitors and about [REDACTED] page views
- Recruited several prospective board members
- Posted original local news stories on the website several times per week
- Streamlined print design and production process for the quarterly newspaper
- Streamlined process for working with content partners (e.g. other nonprofit news organizations, including KQED, KALW, The Bay Citizen and New America Media)
- Became a syndicator to Reuters through the Investigative News Network
- Twitter followers: 2,800 (up about 500 from Q1)
- Facebook followers: almost 900 (up about 200 from Q1)

Areas that need work:

- Postponed developing a mobile news app – lost lead volunteer on that project.
- Need to spend more time working on fundraising, convene the fundraising committee ASAP
- Need to work on expanding newspaper sales and distribution plans.

Planning to publish next issue of the newspaper on July 27. It will be 16 pages, all color, no advertising. We will work with about a dozen content partners for this issue. (We have developed working relationships with two dozen nonprofit news organizations and reprint their news stories on a rotating basis.)

Feedback from readers — both the general public and other journalists — has been positive. We would like to do a more formal reader survey this summer to determine which news stories the community would like to see get more serious coverage.

BOARD DEVELOPMENT

Michael Stoll has recruited seven prospective board members. Four have submitted formal applications: Maryann Hrichak, David Cohn, Tom Honig and Louise Yarnall. Michael Stoll will distribute their applications to Marc Smolowitz and Lila LaHood to review. A special board meeting will be scheduled in July to vote on the proposed board members.

Michael mapped out a proposed committee structure. We need more board members so committees can begin meeting monthly. Michael will continue to recruit additional board members with a goal of having 10 board members by the end of the third quarter this year.

The Editorial Advisory committee and the Community Advisory committee, which are not board committees, are also in development.

NONPROFIT STATUS

Michael Stoll is communicating with the IRS about our 501(c)3 application and answering questions from the agent who is reviewing our application.

Board members are reviewing proposed amendments to our bylaws. Board members will review the proposed changes and vote on them at a special meeting in July.

APPROVAL OF MINUTES FROM PREVIOUS BOARD MEETING

Michael Stoll requested approval of the minutes from the March 9, 2011, board meeting. Marc Smolowitz and Lila LaHood approved unanimously.

FUNDRAISING

We have a minimum goal of raising [REDACTED] in 2011. Discussion about trying to raise [REDACTED] in 2012. Will need to increase applications for grant funding and connect with large individual donors. Need to recruit board members with strong connections in the community.

Partnerships and syndication opportunities are developing nicely, but are not expected to provide a significant source of funding.

Need to develop more precise budgets that show what programming additional funding would support.

MEETING ADJOURNED 8:10 p.m.

**Bylaws
of
San Francisco Public Press
A California Public Benefit Corporation**

**ARTICLE 1
NAME AND LOCATION**

SECTION 1. NAME

The name of this Corporation is **San Francisco Public Press** hereinafter referred to as "the corporation")

SECTION 2. PRINCIPAL OFFICE

The principal office of the corporation for the transaction of its business shall be located at:

965 Mission Street, Suite 220

San Francisco, CA 94103

SECTION 3. CHANGE OF ADDRESS

The county of the corporation's principal office can be changed only by amendment of these bylaws and not otherwise. The board of directors may, however, change the principal office from one location to another within the named county by noting the changed address and effective date below, and such changes of address shall not be deemed an amendment of these bylaws.

_____	Dated: _____
_____	Dated: _____
_____	Dated: _____

SECTION 4. OTHER OFFICES

The corporation may also have offices at such other places, within or without the State of California, where it is qualified to do business, as its business may require and as the board of directors may, from time to time, designate.

SECTION 5. EFFECTIVE DATE OF ADOPTION OF BYLAWS

These bylaws shall be effective as of the third day of January, 2010.

**ARTICLE 2
PURPOSES**

SECTION 1. OBJECTIVES AND PURPOSES

The primary objectives and purposes of this corporation shall be: to promote the instruction of the public on subjects useful to the individual and beneficial to the community and to promote the arts and culture by providing public-interest journalism to public audiences through print and interactive media without

commercial advertisements.

ARTICLE 3 DIRECTORS

SECTION 1. NUMBER

The corporation shall have no fewer than three (3) and no more than twenty (20) directors and collectively they shall be known as the board of directors. The number of acting directors may be changed by a vote of the board of directors. The maximum number may be changed by amendment of this bylaw, or by repeal of this bylaw and adoption of a new bylaw, as provided in these bylaws.

SECTION 2. POWERS

Subject to the provisions of the California Nonprofit Public Benefit Corporation law and any limitations in the articles of incorporation and bylaws relating to action required or permitted to be taken or approved by the members, if any, of this corporation, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the board of directors.

SECTION 3. DUTIES

It shall be the duty of the directors to:

- (a) Perform any and all duties imposed on them collectively or individually by law, by the articles of incorporation of this corporation, or by these bylaws;
- (b) Appoint and remove, employ and discharge, and, except as otherwise provided in these bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents, and employees of the corporation;
- (c) Supervise all officers, agents, and employees of the corporation to assure that their duties are performed properly;
- (d) Meet at such times and places as required by these bylaws;
- (e) Register their addresses with the secretary of the corporation and notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof.

SECTION 4. QUALIFICATION, ELECTION AND TERMS OF OFFICE

New members of the board of directors shall be elected by a majority of the sitting board of directors at any time. Candidates for board service will submit qualifications for service to the board prior to the election. Each director shall hold office until the next annual meeting standing for re-election of the board of directors as specified in in Article 4, Section 2 these bylaws, after a period of two years, and until he or she resigns, is removed, or is otherwise disqualified to serve, or until his or her successor is elected and qualified, whichever occurs first. The board may choose to appoint certain directors to serve the first term for a period of only one year, for the purpose of staggering board terms. Each director may be elected for a maximum of three consecutive terms.

SECTION 5. COMPENSATION

Directors shall serve without compensation except that they shall be allowed and paid for any duties or services outside their duties as Director. In addition, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 3 of this Article. Directors may not be compensated for rendering services to the corporation in any capacity

other than director unless such other compensation is reasonable and is allowable under the provisions of Section 6 of this Article. Any payments to directors shall be approved in advance in accordance with this corporation's conflict of interest policy, as set forth in Article 9 of these bylaws.

SECTION 6. RESTRICTION REGARDING INTERESTED DIRECTORS

Notwithstanding any other provision of these bylaws, not more than forty-nine percent (49%) of the persons serving on the board may be interested persons. For purposes of this Section, "interested persons" means either:

- (a) Any person currently being compensated by the corporation for services rendered it within the previous twelve (12) months, whether as a full- or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; or
- (b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

SECTION 7. PLACE OF MEETINGS

Meetings shall be held at the principal office of the corporation unless otherwise provided by the board or at such place within or without the State of California which has been designated from time to time by resolution of the board of directors. In the absence of such designation, any meeting not held at the principal office of the corporation shall be valid only if held on the written consent of all directors given either before or after the meeting and filed with the secretary of the corporation or after all board members have been given written notice of the meeting as hereinafter provided for special meetings of the board.

Any meeting, regular or special, may be held by conference telephone, electronic video screen communication, or other communications equipment. Participation in a meeting through use of conference telephone constitutes presence in person at that meeting so long as all directors participating in the meeting are able to hear one another. Participation in a meeting through use of electronic video screen communication or other communications equipment (other than conference telephone) constitutes presence in person at that meeting if all of the following apply:

- a) Each director participating in the meeting can communicate with all of the other directors concurrently;
- b) Each director is provided the means of participating in all matters before the board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation; and
- c) The corporation adopts and implements some means of verifying (1) that all persons participating in the meeting are directors of the corporation or are otherwise entitled to participate in the meeting, and (2) that all actions of, or votes by, the board are taken and cast only by directors and not by persons who are not directors.

SECTION 8. REGULAR AND ANNUAL MEETINGS

Regular meetings of directors shall be held on the date as the Board of Directors so determine in accordance with applicable state law, the corporation shall hold an annual meeting for the purpose of transacting such business as may properly come before the meeting unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same hour and place on the next business day.

If this corporation makes no provision for members, then, at the annual meeting of directors held on the last Saturday in January, directors shall be elected by the board of directors in accordance with this section. Cumulative voting by directors for the election of directors shall not be permitted. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected. Each director shall

cast one vote, with voting being by ballot only.

SECTION 9. SPECIAL MEETINGS

Special meetings of the board of directors may be called by the chairperson of the board, the president, the vice president, the secretary, or by any two directors, and such meetings shall be held at the place, within or without the State of California, designated by the person or persons calling the meeting, and in the absence of such designation, at the principal office of the corporation.

SECTION 10. NOTICE OF MEETINGS

Regular meetings of the board may be held without notice. Special meetings of the board shall be held upon four (4) days' notice by first-class mail or forty-eight (48) hours' notice delivered personally or by telephone or electronic correspondence. If sent by mail, the notice shall be deemed to be delivered on its deposit in the mails. Such notices shall be addressed to each director at his or her address as shown on the books of the corporation. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

SECTION 11. CONTENTS OF NOTICE

Notice of meetings not herein dispensed with shall specify the place, day, and hour of the meeting. The purpose of any board meeting need not be specified in the notice.

SECTION 12. WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS

The transactions of any meeting of the board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

SECTION 13. QUORUM FOR MEETINGS

A quorum shall consist of a majority of directors.

Except as otherwise provided in these bylaws or in the articles of incorporation of this corporation, or by law, no business shall be considered by the board at any meeting at which a quorum, as hereinafter defined, is not present, and the only motion which the chair shall entertain at such meeting is a motion to adjourn. However, a majority of the directors present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the board.

When a meeting is adjourned for lack of a quorum, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement at the meeting at which the adjournment is taken, except as provided in Section 10 of this Article.

The directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the articles of

incorporation or bylaws of this corporation.

SECTION 14. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the board of directors, unless the articles of incorporation or bylaws of this corporation, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committees (Section 5212), approval of contracts or transactions in which a director has a material financial interest (Section 5233), and indemnification of directors (Section 5238e), require a greater percentage or different voting rules for approval of a matter by the board.

SECTION 15. CONDUCT OF MEETINGS

Meetings of the board of directors shall be presided over by the chairperson of the board, or, if no such person has been so designated or, in his or her absence, the president of the corporation or, in his or her absence, by the vice president of the corporation or, in the absence of each of these persons, by a chairperson chosen by a majority of the directors present at the meeting. The secretary of the corporation shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting.

Meetings shall be governed by proper rules of order as the Board see fit, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these bylaws, with the articles of incorporation of this corporation, or with provisions of law.

SECTION 16. ACTION BY UNANIMOUS WRITTEN CONSENT WITHOUT MEETING

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. For the purposes of this Section only, "all members of the board" shall not include any "interested director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law. 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 the directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the board of directors without a meeting and that the bylaws of this corporation authorize the directors to so act, and such statement shall be prima facie evidence of such authority.

SECTION 17. VACANCIES

Vacancies on the board of directors shall exist (1) on the death, resignation, or removal of any director, ~~and~~ (2) whenever the number of authorized directors is increased and (3) following the end of a director's term.

The board of directors may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under Section 5230 and following of the California Nonprofit Public Benefit Corporation Law.

If this corporation has any members, then, if the corporation has fewer than fifty (50) members, directors may be removed without cause by a majority of all members, or, if the corporation has fifty (50) or more members, by vote of a majority of the votes represented at a membership meeting at which a quorum is present.

If this corporation has no members, directors may be removed without cause by a majority of the directors then in office.

Any director may resign effective upon giving written notice to the chairperson of the board, the president, the secretary, or the board of directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the attorney general.

Vacancies on the board may be filled by approval of the board or, if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with this Article of these bylaws, or (3) a sole remaining director. If this corporation has members, however, vacancies created by the removal of a director may be filled only by the approval of the members. The members, if any, of this corporation may elect a director at any time to fill any vacancy not filled by the directors.

A person elected to fill a vacancy as provided by this Section shall hold office until the next annual election of the board of directors or until his or her death, resignation, or removal from office.

SECTION 18. NONLIABILITY OF DIRECTORS

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

SECTION 19. INDEMNIFICATION BY CORPORATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

To the extent that a person who is, or was, a director, officer, employee, or other agent of this corporation has been successful on the merits in defense of any civil, criminal, administrative, or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the corporation, or has been successful in defense of any claim, issue, or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

If such person either settles any such claim or sustains a judgment against him or her, then indemnification against expenses, judgments, fines, settlements, and other amounts reasonably incurred in connection with such proceedings shall be provided by this corporation but only to the extent allowed by, and in accordance with the requirements of, Section 5238 of the California Nonprofit Public Benefit Corporation Law.

SECTION 20. INSURANCE FOR CORPORATE AGENTS

The board of directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee, or other agent of the corporation) against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the California Nonprofit Public Benefit Corporation Law) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE 4 OFFICERS

SECTION 1. NUMBER OF OFFICERS

The officers of the corporation shall be a president, a secretary, and a chief financial officer who shall be designated the treasurer. The corporation may also have, as determined by the board of directors, a chairperson of the board, one or more vice presidents, assistant secretaries, assistant treasurers, or other officers. Any number of offices may be held by the same person except that neither the secretary nor the

treasurer may serve as the president or chairperson of the board.

SECTION 2. QUALIFICATION, ELECTION, AND TERM OF OFFICE

Any person may serve as an officer of this corporation. Officers shall be elected by the board of directors, at any time, and each officer shall hold office for a period of two years, until he or she resigns, is removed, or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

SECTION 3. SUBORDINATE OFFICERS

The board of directors may appoint such other officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the board of directors.

SECTION 4. REMOVAL AND RESIGNATION

Any officer may be removed, either with or without cause, by the board of directors, at any time. Any officer may resign at any time by giving written notice to the board of directors or to the president or secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the board of directors relating to the employment of any officer of the corporation.

SECTION 5. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the board of directors. In the event of a vacancy in any office other than that of president, such vacancy may be filled temporarily by appointment by the president until such time as the board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

SECTION 6. DUTIES OF PRESIDENT

The president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation of this corporation, or by these bylaws, or which may be prescribed from time to time by the board of directors. Unless another person is specifically appointed as chairperson of the board of directors, he or she shall preside at all meetings of the board of directors. If applicable, the president shall preside at all meetings of the members. Except as otherwise expressly provided by law, by the articles of incorporation, or by these bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the board of directors.

SECTION 7. DUTIES OF VICE PRESIDENT

In the absence of the president, or in the event of his or her inability or refusal to act, the vice president shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions on, the president. The vice president shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the board of directors.

SECTION 8. DUTIES OF SECRETARY

The secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy of these bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

Ensure that the minutes of meetings of the corporation, any written consents approving action taken without a meeting, and any supporting documents pertaining to meetings, minutes, and consents shall be contemporaneously recorded in the corporate records of this corporation. "Contemporaneously" in this context means that the minutes, consents, and supporting documents shall be recorded in the records of this corporation by the later of (1) the next meeting of the board, committee, membership, or other body for which the minutes, consents, or supporting documents are being recorded, or (2) sixty (60) days after the date of the meeting or written consent.

See that all notices are duly given in accordance with the provisions of these bylaws or as required by law.

Be custodian of the records and of the seal of the corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the corporation under its seal is authorized by law or these bylaws.

Keep at the principal office of the corporation a membership book containing the name and address of each and any member, and, in the case where any membership has been terminated, the secretary shall record such fact in the membership book together with the date on which such membership ceased.

Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefor, the bylaws, the membership book, and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the articles of incorporation of this corporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

SECTION 9. DUTIES OF TREASURER

Subject to the provisions of these bylaws relating to the "Execution of Instruments, Deposits, and Funds," the treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors.

Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever.

Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the board of directors, taking proper vouchers for such disbursements.

Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.

Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefor.

Render to the president and directors, whenever requested, an account of any or all of his or her transactions as treasurer and of the financial condition of the corporation.

Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of treasurer and such other duties as may be required by law, by the articles of incorporation of the corporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

SECTION 10. COMPENSATION

The salaries of the officers, if any, shall be fixed from time to time by resolution of the board of directors, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the corporation, provided, however, that such compensation paid a director for serving as an officer of this corporation shall only be allowed if permitted under the provisions of Article 3, Section 6, of these bylaws. In all cases, any salaries received by officers of this corporation shall be reasonable and given in return for services actually rendered for the corporation which relate to the performance of the charitable or public purposes of this corporation. All officer salaries shall be approved in advance in accordance with this corporation's conflict of interest policy, as set forth in Article 9 of these bylaws.

ARTICLE 5 COMMITTEES

SECTION 1. EXECUTIVE COMMITTEE OF THE BOARD

The board of directors may, by a majority vote of directors, designate two (2) or more of its members (who may also be serving as officers of this corporation) to constitute an executive committee of the board and delegate to such committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except with respect to:

- (a) The approval of any action which, under law or the provisions of these bylaws, requires the approval of the members or of a majority of all of the members.
- (b) The filling of vacancies on the board or on any committee that has the authority of the board.
- (c) The fixing of compensation of the directors for serving on the board or on any committee.
- (d) The amendment or repeal of bylaws or the adoption of new bylaws.
- (e) The amendment or repeal or any resolution of the board which by its express terms is not so amendable or repealable.
- (f) The appointment of committees of the board or the members thereof.
- (g) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (h) The approval of any transaction to which this corporation is a party and in which one or more of the directors has a material financial interest, except as expressly provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

By a majority vote of its members then in office, the board may at any time revoke or modify any or all of the authority so delegated, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the board. The committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

SECTION 2. OTHER COMMITTEES

The corporation shall have such other committees as may from time to time be designated by resolution of the board of directors. Such other committees may consist of persons who are not also members of the board. These additional committees shall act in an advisory capacity only to the board and shall be clearly titled as "advisory" committees.

SECTION 3. MEETINGS AND ACTION OF COMMITTEES

Meetings and action of committees shall be governed by, noticed, held, and taken in accordance with the provisions of these bylaws concerning meetings of the board of directors, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be fixed by resolution of the board of directors or by the committee. The time for special meetings of committees may also be fixed by the board of directors. The board of directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these bylaws.

ARTICLE 6 EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS

SECTION 1. EXECUTION OF INSTRUMENTS

The board of directors, except as otherwise provided in these bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 2. CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the board of directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the treasurer and countersigned by the president of the corporation.

SECTION 3. DEPOSITS

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

SECTION 4. GIFTS

The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation.

**ARTICLE 7
CORPORATE RECORDS, REPORTS, AND SEAL**

SECTION 1. MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep at its principal office in the State of California:

- (a) Minutes of all meetings of directors, committees of the board, and, if this corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- (b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;
- (c) A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;
- (d) A copy of the corporation's articles of incorporation and bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

SECTION 2. CORPORATE SEAL

The board of directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

SECTION 3. DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation.

SECTION 4. MEMBERS' INSPECTION RIGHTS

If this corporation has any members, then each and every member shall have the following inspection rights, for a purpose reasonably related to such person's interest as a member:

- (a) To inspect and copy the record of all members' names, addresses, and voting rights, at reasonable times, upon five (5) business days' prior written demand on the corporation, which demand shall state the purpose for which the inspection rights are requested.
- (b) To obtain from the secretary of the corporation, upon written demand and payment of a reasonable charge, an alphabetized list of the names, addresses, and voting rights of those members entitled to vote for the election of directors as of the most recent record date for which the list has been compiled or as of the date specified by the member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be made available on or before the later of ten (10) business days after the demand is received or after the date specified therein as of which the list is to be compiled.
- (c) To inspect at any reasonable time the books, records, or minutes of proceedings of the members or of the board or committees of the board, upon written demand on the corporation by the member, for a purpose reasonably related to such person's interests as a member.

SECTION 5. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

SECTION 6. ANNUAL REPORT

The board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the corporation's fiscal year to all directors of the corporation and, if this corporation has members, to any member who requests it in writing, which report shall contain the following information in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- (d) The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year;
- (e) Any information required by Section 7 of this Article.

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

If this corporation has members, then, if this corporation receives Twenty-Five Thousand Dollars (\$25,000), or more, in gross revenues or receipts during the fiscal year, this corporation shall automatically send the above annual report to all members, in such manner, at such time, and with such contents, including an accompanying report from independent accountants or certification of a corporate officer, as specified by the above provisions of this Section relating to the annual report.

SECTION 7. ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS TO MEMBERS

This corporation shall mail or deliver to all directors and any and all members a statement within one hundred and twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or transaction of the following kind:

Any transaction in which the corporation, or its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

- (a) Any director or officer of the corporation, or its parent or its subsidiary (a mere common directorship shall not be considered a material financial interest); or
- (b) Any holder of more than ten percent (10%) of the voting power of the corporation, its parent, or its subsidiary.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than Fifty Thousand Dollars (\$50,000) or which was one of a number of transactions with the same persons involving, in the aggregate, more than Fifty Thousand Dollars (\$50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the previous fiscal year to any director or officer, except that no such statement need be made if such indemnification was approved by the members pursuant to Section 5238(e)(2) of the California Nonprofit Public Benefit Corporation Law.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the corporation, the nature of such person's interest in the transaction, and, where practical, the amount of such interest, provided that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

If this corporation has any members and provides all members with an annual report according to the provisions of Section 6 of this Article, then such annual report shall include the information required by this Section.

ARTICLE 8 FISCAL YEAR

SECTION 1. FISCAL YEAR OF THE CORPORATION

The fiscal year of the corporation shall begin on the 1st of January and end on the 31st of December in each year.

ARTICLE 9 CONFLICT OF INTEREST AND COMPENSATION APPROVAL POLICIES

SECTION 1. PURPOSE OF CONFLICT OF INTEREST POLICY

The purpose of this conflict of interest policy is to protect this tax-exempt corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the corporation or any "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations and which might result in a possible "excess benefit transaction" as defined in Section 4958(c)(1)(A) of the Internal Revenue Code and as amplified by Section 53.4958 of the IRS Regulations. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

SECTION 2. DEFINITIONS

(a) Interested Person.

Any director, principal officer, member of a committee with governing board delegated powers, or any other person who is a "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) Financial Interest.

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

- (1) an ownership or investment interest in any entity with which the corporation has a transaction or arrangement,
- (2) a compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or
- (3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

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

A financial interest is not necessarily a conflict of interest. Under Section 3, paragraph b, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee

decides that a conflict of interest exists.

SECTION 3. CONFLICT OF INTEREST AVOIDANCE PROCEDURES

(a) Duty to Disclose.

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

(b) Determining Whether a Conflict of Interest Exists.

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

(c) Procedures for Addressing the Conflict of Interest.

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

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

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

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

(d) Violations of the Conflicts of Interest Policy.

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

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

SECTION 4. RECORDS OF BOARD AND BOARD COMMITTEE PROCEEDINGS

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

- (a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- (b) The names of the persons who were present for discussions and votes relating to the transaction or

arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

SECTION 5. COMPENSATION APPROVAL POLICIES

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

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

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

When approving compensation for directors, officers and employees, contractors, and any other compensation contract or arrangement, in addition to complying with the conflict of interest requirements and policies contained in the preceding and following sections of this article as well as the preceding paragraphs of this section of this article, the board or a duly constituted compensation committee of the board shall also comply with the following additional requirements and procedures:

- (a) the terms of compensation shall be approved by the board or compensation committee prior to the first payment of compensation.
- (b) all members of the board or compensation committee who approve compensation arrangements must not have a conflict of interest with respect to the compensation arrangement as specified in IRS Regulation Section 53.4958-6(c)(iii), which generally requires that each board member or committee member approving a compensation arrangement between this organization and a "disqualified person" (as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations):
 1. is not the person who is the subject of compensation arrangement, or a family member of such person;
 2. is not in an employment relationship subject to the direction or control of the person who is the subject of compensation arrangement
 3. does not receive compensation or other payments subject to approval by the person who is the subject of compensation arrangement
 4. has no material financial interest affected by the compensation arrangement; and
 5. does not approve a transaction providing economic benefits to the person who is the subject of the compensation arrangement, who in turn has approved or will approve a transaction providing benefits to the board or committee member.
- (c) the board or compensation committee shall obtain and rely upon appropriate data as to comparability prior to approving the terms of compensation. Appropriate data may include the following:
 1. compensation levels paid by similarly situated organizations, both taxable and tax-exempt, for functionally comparable positions. "Similarly situated" organizations are those of a similar size and purpose and with similar resources
 2. the availability of similar services in the geographic area of this organization
 3. current compensation surveys compiled by independent firms
 4. actual written offers from similar institutions competing for the services of the person who is the subject of the compensation arrangement.

As allowed by IRS Regulation 4958-6, if this organization has average annual gross receipts (including contributions) for its three prior tax years of less than \$1 million, the board or compensation committee will have obtained and relied upon appropriate data as to comparability

if it obtains and relies upon data on compensation paid by three comparable organizations in the same or similar communities for similar services.

- (d) the terms of compensation and the basis for approving them shall be recorded in written minutes of the meeting of the board or compensation committee that approved the compensation. Such documentation shall include:
1. the terms of the compensation arrangement and the date it was approved
 2. the members of the board or compensation committee who were present during debate on the transaction, those who voted on it, and the votes cast by each board or committee member
 3. the comparability data obtained and relied upon and how the data was obtained.
 4. If the board or compensation committee determines that reasonable compensation for a specific position in this organization or for providing services under any other compensation arrangement with this organization is higher or lower than the range of comparability data obtained, the board or committee shall record in the minutes of the meeting the basis for its determination.
 5. If the board or committee makes adjustments to comparability data due to geographic area or other specific conditions, these adjustments and the reasons for them shall be recorded in the minutes of the board or committee meeting.
 6. any actions taken with respect to determining if a board or committee member had a conflict of interest with respect to the compensation arrangement, and if so, actions taken to make sure the member with the conflict of interest did not affect or participate in the approval of the transaction (for example, a notation in the records that after a finding of conflict of interest by a member, the member with the conflict of interest was asked to, and did, leave the meeting prior to a discussion of the compensation arrangement and a taking of the votes to approve the arrangement).
 7. The minutes of board or committee meetings at which compensation arrangements are approved must be prepared before the later of the date of the next board or committee meeting or 60 days after the final actions of the board or committee are taken with respect to the approval of the compensation arrangements. The minutes must be reviewed and approved by the board and committee as reasonable, accurate, and complete within a reasonable period thereafter, normally prior to or at the next board or committee meeting following final action on the arrangement by the board or committee.

SECTION 6. ANNUAL STATEMENTS

Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- (a) has received a copy of the conflicts of interest policy,
- (b) has read and understands the policy,
- (c) has agreed to comply with the policy, and
- (d) understands the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

SECTION 7. PERIODIC REVIEWS

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

- (a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's-length bargaining.
- (b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement,

impermissible private benefit, or in an excess benefit transaction.

SECTION 8. USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Section 7, the corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE 10 AMENDMENT OF BYLAWS

SECTION 1. AMENDMENT

Subject to any provision of law applicable to the amendment of bylaws of public benefit nonprofit corporations, these bylaws, or any of them, may be altered, amended, or repealed and new bylaws adopted as follows:

(a) Subject to the power of members, if any, to change or repeal these bylaws under Section 5150 of the Corporations Code, by approval of the board of directors unless the bylaw amendment would materially and adversely affect the rights of members, if any, as to voting or transfer, provided, however, if this corporation has admitted any members, then a bylaw specifying or changing the fixed number of directors of the corporation, the maximum or minimum number of directors, or changing from a fixed to variable board or vice versa, may not be adopted, amended, or repealed except as provided in subparagraph (b) of this Section; or

(b) By approval of the members, if any, of this corporation.

ARTICLE 11 AMENDMENT OF ARTICLES

SECTION 1. AMENDMENT OF ARTICLES BEFORE ADMISSION OF MEMBERS

Before any members have been admitted to the corporation, any amendment of the articles of incorporation may be adopted by approval of the board of directors.

SECTION 2. AMENDMENT OF ARTICLES AFTER ADMISSION OF MEMBERS

After members, if any, have been admitted to the corporation, amendment of the articles of incorporation may be adopted by the approval of the board of directors and by the approval of the members of this corporation.

SECTION 3. CERTAIN AMENDMENTS

Notwithstanding the above sections of this Article, this corporation shall not amend its articles of incorporation to alter any statement which appears in the original articles of incorporation of the names and addresses of the first directors of this corporation, nor the name and address of its initial agent, except to correct an error in such statement or to delete such statement after the corporation has filed a "Statement by a Domestic Nonprofit Corporation" pursuant to Section 6210 of the California Nonprofit Corporation Law.

ARTICLE 12

PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

SECTION 1. PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

No member, director, officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these bylaws and is fixed by resolution of the board of directors; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation. All members, if any, of the corporation shall be deemed to have expressly consented and agreed that on such dissolution or winding up of the affairs of the corporation, whether voluntarily or involuntarily, the assets of the corporation, after all debts have been satisfied, shall be distributed as required by the articles of incorporation of this corporation and not otherwise.

**ARTICLE 13
MEMBERS**

SECTION 1. DETERMINATION OF MEMBERS

If this corporation makes no provision for members, then, pursuant to Section 5310(b) of the Nonprofit Public Benefit Corporation Law of the State of California, any action which would otherwise, under law or the provisions of the articles of incorporation or bylaws of this corporation, require approval by a majority of all members or approval by the members, shall only require the approval of the board of directors.

WRITTEN CONSENT OF DIRECTORS ADOPTING BYLAWS

We, the undersigned, are all of the persons acting as the initial directors of San Francisco Public Press, a California nonprofit corporation, and, pursuant to the authority granted to the directors by these bylaws to take action by unanimous written consent without a meeting, consent to, and hereby do, adopt the foregoing bylaws, consisting of twenty-six (26) pages, as the bylaws of this corporation.

Dated: _____

Michael Stoll, Director

Marc Smolowitz, Director

Lila LaHood, Director

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the bylaws of the corporation named in the title thereto and that such bylaws were duly adopted by the board of directors of said corporation on the date set forth below.

Dated: _____

Marc Smolowitz, Secretary

AMENDMENTS

1. JUNE 27, 2011:

ARTICLE 3

SECTION 4. QUALIFICATION, ELECTION AND TERMS OF OFFICE

New members of the board of directors shall be elected by a majority of the sitting board of directors at any time. Candidates for board service will submit qualifications for service to the board prior to the election. Each director shall hold office until the next annual meeting standing for re-election of the board of directors as specified in in Article 4, Section 2 these bylaws, after a period of two years, and until he or she resigns, is removed, or is otherwise disqualified to serve, or until his or her successor is elected and qualified, whichever occurs first. The board may choose to appoint certain directors to serve the first term for a period of only one year, for the purpose of staggering board terms. Each director may be elected for a maximum of three consecutive terms.

...

SECTION 17. VACANCIES

Vacancies on the board of directors shall exist (1) on the death, resignation, or removal of any director, ~~and~~ (2) whenever the number of authorized directors is increased and (3) following the end of a director's term.

...

ARTICLE 4

SECTION 2. QUALIFICATION, ELECTION, AND TERM OF OFFICE

Any person may serve as an officer of this corporation. Officers shall be elected by the board of directors, at any time, and each officer shall hold office for a period of two years, until he or she resigns, is removed, or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Date: October 6, 2011

San Francisco Public Press
Attn: Michael Stoll
965 Mission Street
San Francisco, CA 94103

Contact Person:
Liz Ardoin
ID Number:
0221-460
Telephone Number:
[REDACTED]
Fax Number:
[REDACTED]

Dear Mr. Stoll,

This is in response to your recent inquiry as to the status of the Form 1023, Application for Exemption, filed by San Francisco Public Press. The application was filed with the Internal Revenue Service on January 5, 2010. On June 10, 2011, I requested additional information needed to complete consideration of your case. I received your response dated July 9 2011. Unfortunately, due to other assignments, I have been unable to consider the information you submitted. Although there will be a delay in completing your case, I will do so as soon as possible. Please feel free to contact me if you have any questions.

Sincerely,

Liz Ardoin
Tax Law Specialist
Exempt Organizations
Technical Group 3

To: **Liz Ardoin**, 0021460
Tax Law Specialist, Exempt Organizations
Technical Group 3
Internal Revenue Service
Phone #: [REDACTED]
Fax #: [REDACTED]

From: **Michael Stoll**
San Francisco Public Press, EIN [REDACTED]

Date: **March 22, 2012**

Re: **Update on educational and charitable activities**

Dear Ms. Ardoin:

Thank you for talking with me on the phone several times in recent weeks to discuss the application for 501(c)(3) nonprofit status by the San Francisco Public Press. We remain hopeful that even 26 months after we sent in our application that your office will be satisfied that we are engaged in tax-exempt activities and will issue a ruling in our favor. We remain committed to providing you with the best and most up-to-date information on our organization's work to improve civic life and educational experiences in the San Francisco community.

When we talked on the phone, I mentioned several updates you said would aid the understanding of you and your colleagues about the educational and charitable work that we do. Here is a summary of the points we discussed:

EDUCATION

The San Francisco Public Press provides direct education, mentoring and skills training to college students for academic credit, and to recent college graduates for professional experience. All told, we have had more than 30 interns who have received college credit or significant experience working with us in internships. Roughly one-third of the writing in the newspaper is produced by college students or recently graduated interns.

We have had student interns or collaborators from San Francisco State University (about 10 students from the Journalism Department), San Jose State University (about 8 students from the School of Journalism & Mass Communications, and 2 from the business school), Stanford University (2 students from the Communication Department), Williams College (1), Oxford University (1). We also provide informal (not for credit) internship opportunities to students from the University of California-Berkeley Graduate School of Journalism (2), San Francisco City College (1) and the University of San Francisco (2). This summer we are expecting to work with students from San Francisco State (1), Yale (2), Tufts (1). We have also sponsored three interns (2 from China and 1 from South Korea) through the INTRAX student exchange program.

In addition, I teach Advanced Reporting in the Media Studies Department at the University of San Francisco, where I continue to provide opportunities for students to publish their best work in the Public Press. I have also given public talks about local journalism and the role nonprofits play at

the Columbia University Graduate School of Journalism, San Francisco State, UC Berkeley, the University of San Francisco and 826 Valencia (a high school tutoring center). Our publisher, Lila LaHood, is mentoring students in the San Francisco State business school. Board member Marc Smolowitz worked with his video production class of 20 students at the Art Institute of California-San Francisco this winter to produce two half-hour talk shows about our recent reporting that will be displayed on the Web and cable television.

CHARITY DISTRIBUTION

About one-third of our 8,000 quarterly print distribution is provided free of charge to community, senior and public health centers. This effort, performed by volunteers, allows us to deliver civic information to low-income, minority and marginalized communities in San Francisco. When the Public Press was founded in 2009, we wrote into our founding documents that we were dedicated to bridging the digital information divide by counteracting the "news redlining" strategies of the commercial press, which targets higher-income readers. We are committed to providing this free public service in order to help keep marginalized communities educated about public affairs and civically engaged.

PUBLIC EDUCATION VIA TIMELY, DETAILED REPORTS ON CIVIC AFFAIRS

Our most recent three public-interest team reporting projects all explained complex local issues in much greater depth than do commercial publications. The cover story in the Fall 2011 edition was a 7,000-word report about the city's budget deficit, featuring detailed graphics about the finances. Our 8,000-word Winter 2011/12 edition focused on an expensive universal healthcare initiative in San Francisco (The project was supported by a grant from the California Endowment and the University of Southern California Annenberg School for Communication). Our most recent, 10,000-word, cover story (Spring 2012) focused on the scourge of human trafficking, and efforts by local and state law enforcement to change laws and policing practices to help victims trafficked into the United States. Our next project examines regional planning and population growth (the lead reporter on this project is the managing editor of the nonprofit Earth Island Journal).

PUBLIC EDUCATION EVENTS

We regularly organize and host free civic-affairs events for the public. Our last one, on Feb. 29, 2012, was a collaboration with Glide Health Services clinic and the UC Berkeley School of Public Health, on the topic of city universal health care. The event drew an audience of 100, mostly low-income adults who could benefit from the service.

We are planning to hold another free public event this spring to discuss human trafficking, in collaboration with the Mexican consulate in San Francisco.

SUPPORT TO OTHER NONPROFITS

One of our founding principles was the support of other local nonprofit organizations that also do public education through publications and community forums. Of our two-dozen nonprofit partners, we publish the best articles weekly on the Web, and each quarter in the print edition, produced by public broadcasters, nonprofit magazines and community newspapers. No other publication in the region does this. We also transcribe the audio of public events and civic debates. The point of this work is to showcase important and well-researched information about government services to the homeless, public transit, public education, finance options for the poor and other under-covered topics disproportionately affecting low-income people. We believe that through this work, we will give more visibility to nonprofit public broadcasters and others who provide more in-depth coverage of the community than do the mainstream soundbite-driven

commercial press and broadcasters. To this end, we do not run any content from for-profit publications.

* * *

In sum, we have been quite busy since our last update about six months ago, and continue to be engaged significantly in education of college students in journalistic research and media production, as well as providing our publication free of charge to low-income communities. The work we do is well-researched and tackles topics of vital importance to the community. And we provide support to a network of other local nonprofit organizations.

Let me know if you have any questions about these activities and our goals for the future. You can reach me anytime at our office: [REDACTED], or at [REDACTED]

Thank you.

Michael Stoll
Executive Director
San Francisco Public Press
www.sfpublishing.org



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Date: AUG 31 2012

San Francisco Public Press
965 Mission Street, Ste. 220
San Francisco, CA 94103

Employer Identification Number:

Person to Contact and ID Number:
Liz Ardoin, 0221460

Toll Free Contact Number:
(877) 829-5500

Accounting Period Ending:
December 31

Public Charity Status:
170(b)(1)(A)(vi) & 509(a)(1)

Form 990/990-EZ/990-N Required:
Yes

Effective Date of Exemption:
December 18, 2009

Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. **Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.**

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed *Compliance Guide for 501(c)(3) Public Charities* for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Donna E. Moore

for:

Lois G. Lerner
Director, Exempt Organizations

Enclosure: *Pub. 4221-PC, Compliance Guide for 501(c)(3) Public Charities*



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Date: April 2, 2013

San Francisco Public Press
44 Page St., Suite 504
San Francisco, CA 94102

Employer Identification Number:

Person to Contact and ID Number:

Liz Ardoin, 0221460

Toll Free Contact Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi) & 509(a)(1)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

May 15, 2012

Contribution Deductibility:

Yes

Addendum Applies:

Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. **Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.**

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Please see enclosed *Compliance Guide for 501(c)(3) Public Charities* for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Holly O. Paz
Director, Rulings and Agreements

Enclosure: *Pub. 4221-PC, Compliance Guide for 501(c)(3) Public Charities*
Addendum

San Francisco Public Press
27-1275141

Addendum:

We considered and approved your application for reinstatement under Notice 2011-44. As a result, your effective date of exemption is May 15, 2012, the date you were revoked.