# FISCAL SPONSORSHIP AGREEMENT

This Fiscal Sponsorship Agreement (the "Agreement") is made by and between Omni Commons ("Sponsor"), and Sudo Room ("the Project"). Sponsor is a California not-for-profit corporation recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

1. RESOLVED, that the Corporation seeks to initiate a project to be known as Sudo Room (the "Project"). The purpose of the Project is to promote and encourage scientific, technical, engineering and artistic skills through individual projects, social collaboration, and education at 4799 Shattuck Avenue, Oakland, described in Exhibit A from CALLI (the "Premises"). The Board finds that the Project furthers the charitable purposes of the Corporation by promoting education of the public.

2. The board of directors of the Corporation resolve to create a Sudo Room ("the Committee") to operate the Project that shall be composed of the persons listed below:

Cecelia Mosher-Clark
Cere Davis
E Thurston
Jake Watters
Kent Leech
Paige Plander

3. The Committee is authorized to solicit and accept donations, grants and user fees for the Project, provided, however, that the Committee shall provide the Corporation with copies of all fundraising solicitations and grant applications at least 2 days prior to releasing said documents to potential funders and the Corporation may request changes prior to release. Funds received by the Committee shall be deposited to a bank account controlled by the Corporation ("Funds"). The Corporation shall sign a lease with CALLI regarding the Premises for use of the Project.

4. The board authorizes the Committee to spend the Funds collected by the Committee for any purpose associated with the Project consistent with the corporation's charitable purposes, including to pay the rent for the Premises, but for no other purposes, subject to the approval of the corporation's executive director, president, or treasurer, provided that the Corporation shall be entitled to retain on a monthly basis an administrative fee of eight percent (8%) of total receipts, with a minimum of $50 per month. Said officer shall disallow payment of any proposed expense if said officer determines that (1) said proposed expenditure of funds is not consistent with the Corporation's charitable purposes, (2) said proposed expenditure of funds poses a risk of liability to the Corporation; or (3) said proposed expenditure of funds is against policies established by the Corporation, in said officer's sole discretion.

Notwithstanding the foregoing, the Corporation retains the unilateral right to spend the Funds to accomplish the purposes of the Project as nearly as possible within the Corporation's sole judgment. All Funds shall be reported as the income of the Corporation. This paragraph shall be interpreted to provide the Corporation with variance powers.

Any tangible or intangible property, including copyrights, trademarks, or other intellectual property, obtained or created by the Project as part of the Project shall remain the property of the Project, and they shall be the sole party responsible for the editorial and creative direction of the Project. Notwithstanding the foregoing, the Project agrees to give archival materials, including documents, collateral, and finished products, to the Sponsor at no cost for inclusion in the Sponsor's archives, and for use in Sponsor's promotional and programmatic efforts, subject to any third party rights in and restrictions on the use of, such property. The Project further agrees to ensure that any finished product or products using funds granted by the Sponsor are produced, provided, or otherwise utilized in a manner that benefits the public.

If insufficient Funds are available to pay rent for the Premises, the Committee understands that the Corporation shall terminate the lease for the Premises.

5. The Committee shall on a monthly basis, and more frequently upon written request from the Board, provide the board with records showing activities of the Committee. The Corporation shall acknowledge in writing, consistent with applicable tax laws, all donations received, if any. The Committee shall be responsible for all grant reporting subject to approval by the Corporation.

6. Following the date of this resolution, the board authorizes the Committee to determine the composition of the Committee by selecting additional members of the Committee, terminating members of the Committee, and replacing members of the Committee. The Committee is authorized to determine how the committee shall make decisions, provided, however, that upon a written request signed by 50% of the members of the Committee, the Corporation may break a tie existing on the Committee.

7. The Committee is solely authorized, without seeking prior consent of the Board, to terminate collection of funds for the Project at any time upon giving written notice to the Corporation. Should the Committee terminate collection of funds for the Project, any funds held by the corporation associated with the Project as of the date of said termination may be spent by the Committee pursuant to this resolution after the date of termination. Should the Committee terminate collection of funds for the Project, the Committee may assign funds collected for the Project to the Corporation or another corporation which has obtained tax exempt status under IRC 501(c)(3).

8. The board retains the right to terminate collection of funds for the Project at any time upon giving written notice to the Committee. If the board terminates collection of funds under this paragraph, any funds held by the corporation as of the date of said termination may be spent by the Committee pursuant to this resolution after the date of termination or the Committee may assign funds collected for the Project to another corporation which has obtained tax exempt status under IRC 501(c)(3).

9. Should the Committee cease to function, all funds collected for the Project shall be property of the Corporation. The Corporation may deem that the Committee has ceased to function if the Committee fails, after 90 days written notice, to carry out any of the Committee's obligations under this resolution including but not limited to confirming in writing that the Committee still exists.

10. The Committee shall only be authorized to conduct charitable activities consistent

with the Corporation's charitable purposes. The Committee must comply with all the terms of the Corporation's articles of incorporation, bylaws, determination of tax exempt status letter from the Internal Revenue Service, and applicable law limiting the functions of charitable corporations in California. The Committee shall not to use any portion of the Funds to (i) influence the outcome of any specific election for candidates to public office, (ii) induce or encouraging violations of law or public policy, or (iii) causing any private inurement or improper private benefit to occur, including but not limited to paying more than fair market value to any person for goods or services.

There being no further business to come before the meeting, on motion duly made, seconded and unanimously carried, the meeting was adjourned.

Dated: May 29, 2025

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President