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10 Alumnae Association of Mills College, Dr. Viji Nakka-Cammauf,
11 individually and in her capacity as trustee of Mills College, and
12 Tara Singh, individually and in her capacity as former trustee of
13 Mills College

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF ALAMEDA**

16 ALUMNAE ASSOCIATION OF MILLS
17 COLLEGE, a California nonprofit public benefit
18 corporation, DR. VIJI NAKKA-CAMMAUF, an
19 individual and trustee, TARA SINGH, an individual
20 and former trustee,

21 Plaintiffs,

22 v.

23 DR. ELIZABETH HILLMAN, an individual,
24 KATIE SANBORN, an individual, MARIA
25 CAMMARATA, an individual, RENEE
26 JADUSHLEVER, an individual, ERIC ROBERTS,
27 an individual, DR. MARILYN SCHUSTER, an
28 individual, ELIZABETH PARKER, an individual,
OPHELIA BASGAL, an individual, DR. KAREN
MAY, an individual, and DOES 1 through 20,
inclusive,

Defendants

-and-

MILLS COLLEGE, a California nonprofit public
benefit corporation,

Nominal Defendant.

CASE NO. RG21101875

**FIRST AMENDED COMPLAINT FOR
DAMAGES AND EQUITABLE RELIEF**

1 **FIRST AMENDED COMPLAINT**

2 For their First Amended Complaint, the Alumnae Association of Mills College, Dr. Viji Nakka-
3 Cammauf, and Tara Singh (collectively “Plaintiffs”) hereby allege as follows:

4 **NATURE OF ACTION**

5 1. This action arises out of the refusal of Defendants to provide Plaintiffs with information and
6 documents, to which they are unequivocally entitled under binding contracts of Mills College (“Mills” or
7 the “College”), that relate to the very future of the College as an institution of higher learning, thereby
8 breaching duties of transparency and stifling certain of Plaintiffs’ ability to fulfill fiduciary duties to Mills.
9 This lack of transparency, failure to comply with, among other things, the Mills Bylaws, and failure to honor
10 the terms of a Memorandum of Collaboration and Agreement with the Alumnae Association of Mills
11 College, which guarantee Plaintiffs access to the information they have requested, is causing harm to
12 Plaintiffs and to Mills itself.

13 2. This action also arises from the fact that, at the same time that Plaintiffs are being deprived
14 of information and documentation to which they are entitled related to the future of the College and its
15 financial state, Defendants are continuing to purportedly make decisions and take actions as, and on behalf
16 of, the College, including decisions and actions that would allow Mills to be acquired by another institution.

17 3. Plaintiff Viji Nakka-Cammauf is a current member of the governing body of Mills (the Board
18 of Trustees), and is being asked to review, consider, and vote on proposed actions as to which she has been
19 denied relevant information. Plaintiff Tara Singh was, until July 1, 2021 when her term expired, also a
20 member of the Board of Trustees and, similarly, was denied information relevant to the proposed actions
21 she was being asked to consider. Defendants also have attributed to Plaintiffs Nakka-Cammauf and Singh
22 decisions that they did not authorize as trustees and as to which they were not given full and complete
23 information.

24 4. Plaintiff the Alumnae Association of Mills College (“AAMC”) is similarly entitled to
25 information regarding the financial status of the College and plans for its future by way of a binding
26 Memorandum of Collaboration and Agreement (“Memorandum”), to which the College and the AAMC are
27 parties. Stated purposes of the Memorandum include, without limitation, “greater collaboration...to achieve
28 a sustainable economic model,” “revitalized collaboration,” “regular and open exchange of information,”

1 including “financial reports,” and the provision of “reasonable records.” The AAMC also is entitled to
2 books and records and documents pertaining to the College’s “financial condition,” pursuant to an August
3 16, 2018 credit agreement, by which the AAMC became a lender to the College. And, in agreeing to take
4 money from the AAMC as a borrower, Mills covenanted to “preserve and maintain its existence” and to
5 “hold itself out to the public as a legal entity separate and distinct from any other entity.” A copy of the
6 Credit Agreement is attached hereto as **Exhibit 1**. By breaching these commitments, Defendants are causing
7 harm to Plaintiffs.¹

8 5. At the same time and for the same reasons, Mills as an institution is being harmed in that its
9 governing body (at a minimum, the trustee/former trustee Plaintiffs here) is, simply put, not being allowed
10 to properly do its job, and its dedicated alumnae base (through the AAMC, an interested party as discussed
11 further herein) is being disenfranchised and ostracized.

12 6. For context, this action comes at a pivotal time –indeed, *the* pivotal time – for the future of
13 Mills and its very existence.

14 7. In March 2021, the College – with Defendants at the helm of the College and its Board of
15 Trustees – publicly announced its imminent closure and begun an apparent wind-down toward that end.
16 The Board of Trustees, however, did not approve such a course of action or such messaging. In fact,
17 Plaintiffs Nakka-Cammauf and Singh never were asked to authorize such actions, nor to their knowledge
18 were other members of the Board.

19 8. By this action, therefore, Plaintiffs seek to enforce their rights under the College Bylaws and
20 the Memorandum of Collaboration and Agreement by requesting an order of this Court (1) requiring that
21 the College provide Plaintiffs with the information and documentation they have requested, but of which
22 they have been deprived, and any other documentation and information as may be relevant to the exercise
23 of the Board of Trustees’ fiduciary duty and the future of the College, and (2) restraining the College
24 (through its Board and/or Dr. Hillman and other College officers) from making further decisions and taking
25 further action (including entering any new contracts or financial commitments) related to the future of the
26 College (including requesting that the Board take action) until *at least* sixty (60) days after Plaintiffs are
27

28 ¹ Although these breaches also are a default under the College’s Credit Agreement with the AAMC, the
AAMC, acting in the best interests of the College, has not yet noticed such a default.

1 provided with the information and documents to which they are entitled and Defendants have certified full
2 and complete compliance. This relief is necessary and appropriate so that Plaintiffs may understand what
3 actions have been taken (or have purportedly been taken) by the Board of Trustees and/or the individual
4 defendants named herein, to understand the options that are being considered for the future of the College,
5 and so that Plaintiffs can properly fulfill their duties and obligations to Mills.

6 **PARTIES**

7 9. Plaintiff Alumnae Association of Mills College (“AAMC”) is a nonprofit public benefit
8 corporation duly organized under the laws of the State of California, doing business in Alameda County.
9 The AAMC was established in 1879, and represents approximately 26,000 Mills alumnae.

10 10. Plaintiff. Dr. Viji Nakka-Cammauf is an individual residing in Oakland, California, is the
11 President of the AAMC Board of Governors and, by virtue of that position, is a voting member of the Board
12 of the College.

13 11. Plaintiff Tara Singh is an individual residing in Auckland, New Zealand. At the time the
14 original Complaint was filed, and up until July 1, 2021 when her term ended, Plaintiff Tara Singh was an
15 Alumnae Trustee, sitting on both the AAMC Board of Governors and the Board of the College as a voting
16 member.

17 12. Plaintiffs are informed and believe and thereon allege that Defendant Elizabeth Hillman is
18 an individual residing in Alameda County, California. She is President of the College, and holds a voting
19 seat on the Board of the College.

20 13. Plaintiffs are informed and believe and thereon allege that Defendant Maria Cammarata is
21 an individual residing in Contra Costa County, California. She is Vice President for Finance and
22 Administration and Treasurer of the College.

23 14. Plaintiffs are informed and believe and thereon allege that Defendant Renee Jadushlever is
24 an individual residing in San Mateo County, California. She is Vice President for Strategic Communications
25 and Operations of the College.

26 15. Plaintiffs are informed and believe and thereon allege that Defendant Katie Sanborn is an
27 individual residing in San Mateo County, California. She is Chair of the Board of Trustees, a member of
28 the Executive Committee, and holds a voting seat on the Board of the College.

1 16. Plaintiffs are informed and believe and thereon allege that Defendant Eric Roberts is an
2 individual residing in Marin County, California. He holds a voting seat on the Board of the College, is a
3 member of the Executive Committee, and is a member of a sub ad hoc committee of the executive committee
4 and the “Resources and Sustainability Committee,” which are committees specifically charged with
5 considerations regarding the future of the College.

6 17. Plaintiffs are informed and believe and thereon allege that Defendant Elizabeth Parker is an
7 individual residing in Chicago, Illinois. She is Vice Chair of the Board of Trustees, a member of the
8 Executive Committee, holds a voting seat on the Board of the College, and Chair of the Negotiating
9 Committee, which is a committee specifically charged with considerations and negotiations regarding the
10 future of the College.

11 18. Plaintiffs are informed and believe and thereon allege that Defendant Dr. Marilyn Schuster
12 is an individual residing in Alameda County, California. She holds a voting seat on the Board of the College,
13 is a member of the Executive Committee, and is a member of a sub ad hoc committee of the executive
14 committees” and the “Resources and Sustainability Committee,” which are committees specifically charged
15 with considerations regarding the future of the College.

16 19. Plaintiffs are informed and believe and thereon allege that Defendant Ophelia Basgal is an
17 individual residing in Alameda County, California. She holds a voting seat on the Board of the College, is
18 a member of a sub ad hoc committee of the executive committees” and the “Resources and Sustainability
19 Committee,” which are committees specifically charged with considerations regarding the future of the
20 College, and is Housing Consultant & Visiting Scholar at UC Berkeley.

21 20. Plaintiffs are informed and believe and thereon allege that Defendant Dr. Karen May is an
22 individual residing in Marin County, California. She is a member of the Board of Trustees, holds a voting
23 seat on the Board of the College, and is a member of the Negotiating Committee, which is a committee
24 specifically charged with considerations and negotiations regarding the future of the College.

25 21. On information and belief, each of the individual defendants named herein plays an active
26 role in discussions, negotiations, considerations, messaging and decision-making regarding (and possesses
27 information related to) the current status of, and the future of the College (including contemplated plans),
28 through their respective positions as officers and Board committee members.

1 *COLLEGE GOVERNANCE*

2 27. The Board of Trustees (“Board”) is the governing body of the College. The Board has 25
3 voting members (including two trustees emeritus, two recent graduate trustees, the College president, three
4 “Alumnae Trustees” who are members of both the Board and the AAMC, and the AAMC President) and 8
5 honorary, non-voting members. The Board members have pledged themselves to serve as “fiduciaries” of
6 the College, working “in strategic partnership with the College president and College officers...in
7 overseeing institutional affairs in accordance with the articles of incorporation and bylaws of the College,
8 periodic statements of mission, and institutional plans.” Additionally, Board members pledged, via a
9 Statement of Commitment and Responsibilities of Board Members, to “serve the College as a whole and
10 ensure that board actions benefit the broadest possible interests rather than any individual interest or group.”

11 28. The College Bylaws confirm that the College property is irrevocably dedicated to the
12 purposes set forth in the Third Article of the College’s Articles of Incorporation, and provide additional
13 critical information and procedural requirements. A copy of the Bylaws is attached hereto as **Exhibit 3**.
14 The Bylaws set quorum requirements, meeting notice requirements, and voting requirements, among other
15 procedural intricacies. They further specify that the Bylaws themselves can be altered or amended only
16 upon either 4- or 7-days’ notice (depending on the method of notice used). Per the College Bylaws, Article
17 12.2, members of the Board of Mills College, including the Alumnae Trustees, shall have the “*absolute*
18 *right*” to inspect the books, records and documents “*of every kind*” of the College. The Bylaws specify that,
19 except as specifically laid out in the Bylaws or California law, *Robert’s Rules of Order, Revised*, shall
20 govern Board procedure.

21 29. Plaintiff AAMC is an independent body of alumnae of the College, composed of students
22 and established alumnae of the College (including Plaintiffs). The AAMC mission, on which it prides itself,
23 is “to promote the interests of Mills College and its alumnae.” (AAMC Bylaws, Article 2.) A copy of the
24 AAMC Articles of Incorporation is attached hereto as **Exhibit 4**; the AAMC Bylaws are attached hereto as
25 **Exhibit 5**.

26 30. Members of the AAMC contribute large sums of money to the College every year to promote
27 the growth of the College as an educational institution, and have invested a great deal of time and money in
28 ensuring that the College is successful, and its mission is upheld. The AAMC also contributes to the College

1 by serving as a lender, and by communicating the opinions and expertise of the College’s alumnae to the
2 Board, in the best interests of the College, alumnae, students, and the College community as a whole.
3 Additionally, as discussed above, certain individuals sit on both the Board and the AAMC Board, for the
4 purpose of increasing collaboration and sharing of information between the two entities; one such individual
5 currently occupying a position on both boards is Plaintiff Viji Nakka-Cammauf.

6 31. The AAMC and the College, through the Board and Board of Governors of the AAMC, have
7 traditionally maintained an open line of communication between them regarding decisions made by the
8 Board that affect the College as an educational institution and the financial affairs of the College. This
9 relationship, intended to promote the best interests of the College, was memorialized in a Memorandum of
10 Collaboration and Agreement (the “Memorandum”) entered into by the College, through the Board, and the
11 AAMC, the most recent iteration of the Memorandum being dated October 20, 2017. Specifically, the
12 Memorandum required the College, through the Board, to, among other things 1) “share financial reports
13 on a regular basis”; 2) “share key messages with the AAMC so that messages communicated by AAMC
14 representatives can be coordinated with the College’s messaging”; and 3) “provide information about the
15 number and amount of gifts processed for and deposited into the AAMC Fund and transferred to the AAMC,
16 as well as such information for gifts to the AAMC Endowment.” Additionally, “[u]pon written request, [the
17 AAMC and College] will provide the other with reasonable [financial books and] records.” These
18 requirements are set forth in order to promote “[r]egular and open exchange of information” and “mutual
19 transparency,” particularly pertaining to financial decisions and decisions relating to the future of the
20 College, made by the Board as to the College. A copy of the Memorandum is attached hereto as **Exhibit 6**.

21 32. Also as reflected in the Memorandum, in 1948, the AAMC gifted to the College the
22 Reinhardt Alumnae House (“RAH”) on condition that (among other things) the AAMC would allow the
23 AAMC exclusive use of RAH rent free, cover expenses and maintenance, insurance, and maintain
24 infrastructure.

25 33. Additionally, Plaintiff “Alumnae Trustees” sit on both the Board of Mills College and the
26 Board of Governors of the AAMC as voting members, intending to further collaboration between the two
27 entities. The President of the AAMC Board of Governors, while not an “Alumnae Trustee,” also holds a
28 seat on the Mills Board as a voting member.

1 *DEFENDANTS MAINTAIN THAT MILLS COLLEGE FACES IMMEDIATE FINANCIAL RUIN,*
2 *THOUGH IT HAS SIGNIFICANT ASSETS AND ENDOWMENT*

3 34. In 2017, the College declared a state of financial emergency, thereafter instituting enrollment
4 initiatives and taking other proactive steps to ensure the College’s survival. Since then, as is the case with
5 many private liberal arts colleges around the nation, the College has continued to face economic pressures,
6 but has maintained an endowment of approximately \$206 million, according to the “Resources and
7 Sustainability Committee” on which certain Defendants sit.²

8 35. In addition to Mills College’s significant endowment, Mills College has numerous other,
9 significant assets and sources of revenue. Indeed, Mills College’s auditors produced year-end, audited
10 financial statements in accordance with the Generally Accepted Accounting Principles (“GAAP”), stating
11 that Mills College will be able to perform on its upcoming financial obligations.

12 36. Indeed, although Mills faced financial difficulties from the COVID 19 pandemic—like many
13 other private liberal arts colleges, institutions, and businesses generally—Mills has successfully been able
14 to mitigate the impact of the pandemic on its finances, including by receiving significant amounts from a
15 federal Paycheck Pandemic Program loan, Higher Education Emergency funds and millions in private gifts,
16 grants, and bequests, private enhancement grants, restricted endowed gifts and monetization from the sale
17 of campus assets during 2020 and 2021. The College also has significant outstanding insurance claims
18 related to pandemic losses, which should result in additional cashflow.

19 37. In addition, Mills’ historic and beautiful campus consists of 135 acres of prime real estate
20 located in Oakland, California – a location where real estate prices generally have risen an average of over
21 10% in the last year alone, with home prices increasing over 20%. The Board was previously advised that
22 at least 25 acres of the Mills campus (and likely more) were being underutilized and available for
23 development. Reflecting that this is true, in early 2020 the Board had accepted a contract with a third-party
24 developer that would have resulted in at least \$14.8 million in additional revenue to the College; that contract
25 was then stalled due to the pandemic.

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28 ² This stated value does not account the fair market value of certain portfolio assts (e.g. private equity
investments in companies like *Stripe* with recent or imminent initial public offerings), which instead
appear to be listed at their acquisition value.

1 38. Similarly (and as discussed further below), in March 2021, President Hillman announced
2 that the College had entered into an agreement with UC Berkeley to host its first year “Changemaker in
3 Oakland” program. The program was expected to bring over \$3.5 million in additional income for the
4 College beginning no later than fiscal year 2022.

5 39. The point is this: the Board of Trustees (including Plaintiffs Singh and Nakka-Cammauf),
6 the AAMC, Mills faculty, and others have been working cooperatively and successfully to address and
7 improve Mills’ financial situation since the 2017 financial emergency declaration and, until very recently
8 (mid-March 2021), Plaintiffs believed that cooperative effort was continuing.

9 40. That belief was shattered when, on March 17, 2021, and in the face of the aforementioned
10 financial prospects and strategies, President Hillman unexpectedly announced her plans to shut down Mills
11 College as a degree granting liberal arts college and replace it with some sort of as-yet unformed and
12 undefined “institute.” As discussed below, Plaintiffs know little about the specifics of that decision and
13 how it was reached because, even though were unequivocally entitled to information, their requests were
14 largely unanswered.

15 *PRESIDENT HILLMAN AND BOARD LEADERSHIP USE CLAIMS OF FINANCIAL UNCERTAINTY TO*
16 *ANNOUNCE THE END OF MILLS COLLEGE AS WE KNOW IT*

17 41. On March 4, 2021, a Board of Trustees meeting took place remotely via Zoom.³ The Board
18 Packet for this meeting was circulated just three days before the meeting, with additional materials
19 distributed even after that. In a departure from normal practice, the “consent agenda” that was created for
20 this Board meeting was utilized for non-routine (indeed, critical) items that typically would not be found on
21 a consent agenda. Such critical items included a proposed Board Resolution buried in the middle of the
22 Board Packet requesting that the Board approve *development* of a “Teach-Out Plan,” and *design* of a “Mills
23 Institute,” both for further Board consideration. The consent agenda also included a recommendation to
24 approve certain amendments to the College Bylaws, even though such Bylaws can be amended only if
25 “notice of the proposed changes have been given to each member of the Board in or prior to the notice for
26 the meeting” and even though the proper notice was not given in advance of this Board meeting.

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28 ³ Prior to the pandemic, in contrast, Board of Trustee meetings were held in person and sometimes would span several days.

1 42. During the Board meeting itself, the Consent Agenda was glossed over, and approved pro
2 forma. Plaintiffs left the meeting believing that that the Board voted, at most, to authorize (1) *development*
3 of a so-called Teach-Out Plan for further consideration and decision by the Board at a later date, and (2)
4 *development* of a Mills Institute for further consideration by the Board at a later date. They were not aware
5 that any decision was purportedly made (or even *posed*) that Mills *in fact* would cease admitting first year
6 students as of a specific date or that Mills *in fact* would cease issuing degrees.

7 43. Therefore, it came as a shock when, on March 17, 2021, the College (through a published
8 message from Dr. Hillman) publicly announced, among other things, that the College would cease enrolling
9 first year students after 2021, and would transition away from serving as a degree-granting institution. This
10 announcement was unequivocal: “Mills’ role as a degree-granting college will end,” it said, leaving
11 members of the public with the impression that the College already had closed. In this same announcement,
12 Dr. Hillman announced that Mills College would continue its mission “by creating a Mills Institute housed
13 here on campus.”

14 44. The announcement was exceedingly troubling for many reasons, one of which is the fact that
15 the College has established a written Communications Framework stating that “[f]or any communication
16 involving institutional change, only actions approved by the Mills College Board of Trustees will be
17 communicated.” Again, Plaintiffs Nakka-Cammauf and Singh did not approve, and had no knowledge or
18 understanding that any trustee had approved, such messaging. Yet, such decisions were directly attributed
19 to the Board.

20 45. Since that announcement, uncertainty and confusion have been rampant throughout the
21 College community. Adding to the confusion, only eight days after the announcement, on March 25, 2021,
22 Dr. Hillman issued another statement, claiming that “Mills has agreed to be the location for UC Berkeley’s
23 “Changemaker in Oakland Program,” a brand-new program that will allow 200 Berkeley first-year students
24 of all genders to live and study on the Mills campus during the 2021-22 academic year.” This is the same
25 program that the Board of Trustees had been told would provide almost \$4 million in additional revenue to
26 Mills College, and yet public announcements of financial doom and closure were already being made,
27 almost simultaneously.

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1 46. Indeed, despite the College’s endowment of approximately \$206 million (at a [very likely
2 understated] minimum), numerous assets, and positive economic prospects for the future, the announcement
3 was purportedly justified by claims of impending financial doom for the College, citing “the economic
4 burdens of the COVID-19 pandemic, structural changes across higher education, and Mills’ declining
5 enrollment and budget deficits...”

6 *PRESIDENT HILLMAN AND BOARD LEADERSHIP PIVOT FROM A PLAN TO CLOSE THE*
7 *COLLEGE AND/OR CONVERT IT INTO AN INSTITUTE, TO A PROPOSED PARTNERSHIP*
8 *WITH/ACQUISITION BY NORTHEASTERN UNIVERSITY*

9 47. To further the confusion caused by President Hillman and Defendants, while Plaintiffs were
10 endeavoring to understand the decision-making, seek information, and evaluate options for the College’s
11 future, Defendants were apparently operating on a different, undisclosed agenda, which included active
12 negotiations with Northeastern University and others regarding potential partnerships. Although such
13 discussions (including in-person meetings) had been going on for months (according to news publications
14 interviewing Northeastern personnel), Plaintiffs did not learn until June 2021 about such exploration, and
15 that they would be asked to immediately approve a “resolution” endorsing the contemplated partnership
16 with Northeastern University.

17 48. On June 17, 2021, the Board of Directors of Mills College approved continued *discussions*
18 with Northeastern University (i.e. the exploring of options); no more definitive action was proposed or
19 voted on.

20 49. Following that meeting, and to further inform themselves about the need (if any) for, and
21 the wisdom of such a partnership, Plaintiff Nakka-Cammauf sent a written request for a meeting with the
22 College President and Board President, for information, and for documents, on behalf of herself of
23 Plaintiff Singh (who, at the time, was still a trustee). ***As discussed below, the response to that request***
24 ***was wholly unsatisfactory at best, purposely evasive at worst.***

DEFENDANTS BREACH THE COLLEGE BYLAWS AND THE MEMORANDUM OF UNDERSTANDING BY DENYING PLAINTIFFS DOCUMENTS AND INFORMATION TO WHICH THEY ARE ENTITLED

50. Defendants’ breaches have been ongoing for some time, but we begin with those that took place in March 2021.

51. In comparing the Resolution presented to the Board of Trustees on March 4 with the March 17 announcement, Plaintiffs’ cause for concern dating back to March 2021, and the basis for their information demands at that time, are manifest; and as Defendants’ plans have evolved and the lack of transparency has grown, Plaintiffs’ concerns and need for information also have evolved and grown. The following chart compares the Resolution presented to the Board of Trustees on March 4, 2021, with the March 17 public announcement:

Actions actually approved (with emphasis added)	March 17, 2021, Public Announcement (emphasis added)
“[T]he Board hereby authorizes and approves the Teach Out, <i>subject to further Board approval</i> of the Teach-Out Plan;”	“The Mills College Board of Trustees, after careful consideration, <i>has decided</i> that after fall 2021, Mills will no longer enroll new first-year undergraduate students.”
“[A]t the direction of the President of the College, the officers of the college are hereby authorized <i>to develop for further consideration by the Board</i> the Teach-Out Plan...”	“Mills will most likely confer its final degrees in 2023, pending further consideration and action by the Board of Trustees.”
“[A]t the direction of the President of the College, the officers of the college are hereby authorized <i>to develop and implement a communications plan</i> to inform faculty, staff, students, prospective students, and other	“Mills’ role as a degree-granting college <i>will end</i> ”

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stakeholders of the matters set forth in these resolutions;”	
“[T]he Board has determined...a Mills Institute <i>shall be designed...</i> ”	“Today’s news signals <i>the end of an era</i> in Mills College’s history.”
“[T]he mission, vision and Operations of the Mills Institute <i>are still to be developed</i> and refined;”	
“[A]t the direction of the President of the College, the officers of the college are hereby authorized <i>to develop for further consideration by the Board</i> , a mission, vision and proposed operating plan for the Mills Institute that takes into account the mission and educational legacy of Mills College;”	
“[A]t the direction of the President of the College, the officers of the college are hereby <i>authorized to engage in discussions and negotiations</i> with representatives of UCB and the University of California System with respect to the proposed plans for the Mills Institute...provided, however, that no contractual agreement with respect thereto shall be made with UCB or the University of California System without further action by the Board.”	
“For any communication involving institutional change, only actions approved by the Mills	

1	college Board of Trustees will be	
2	communicated.”	
3	“No communication about changes in Mills’	
4	academic programs will occur without	
5	coordination with [Western Association of	
6	Schools Senior College and University	
7	Commission]”	
8	College officers and key leaders were to receive	
9	training will Mills’ “communications	
10	consultants” in “mid-March” regarding	
11	communications and talking points.	
12	A plan for further communication was	
13	contemplated (1) for current students after their	
14	return from spring break on March 29; (2) to	
15	alumnae on April 6 (at the earliest), and (3) to	
16	faculty and staff, to be determined.	
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19 As shown here, although only further planning was approved and further communications training⁴

20 and strategies were to be implemented, an announcement was made that simultaneously caused widespread

21 alarm through the College community. The voting faculty of Mills went so far as to pass a resolution of “No

22 Confidence” against, among others, Defendant Hillman the Executive Committee of the Board of Trustees.

23 The announcement nonsensically came shortly before the early May decision deadlines for incoming college

24 freshmen, left stakeholders with myriad unanswered questions, and wrongly told everyone listening that the

25 Board of Trustees, Plaintiffs Nakka-Cammauf and Singh included, had made drastic and final decisions that

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28 ⁴ The training (if it ever took place) must have been brief, indeed, as the “game over” announcement itself was issued less than two weeks after the training was mentioned.

1 they had never considered. This messaging led Plaintiffs to search for answers and seek out information.
2 It is those unfulfilled efforts that we discuss next.

3 52. Dr. Hillman’s March 17, 2021 announcement promised to involve others in developing the
4 College’s future plans and promised to keep others informed about these plans. Indeed, her announcement
5 promised that “alumnae and other stakeholders” would participate in shaping this Institute and plan -
6 claiming that “[o]ver the next few months, Mills faculty, trustees, staff, students, alumnae, and other
7 stakeholders across our community will consider potential structures and programming for a Mills Institute.
8 We will provide regular updates as the design of the Mills Institute evolves.” And, when the statement
9 stated cryptically that, “[a]t the same time, Mills is pursuing promising discussions with other academic
10 institutions to continue the College’s mission,” it also promised that “We also will keep you informed about
11 those discussions.”

12 53. That has not happened.

13 54. Concerned and flummoxed by what they were hearing, the March 17, 2021 and March 25,
14 2021 announcements have been met with immediate objection from almost every constituent at Mills
15 College – including Plaintiffs, alumnae, faculty, and current students.

16 55. To gain an understanding of the situation and the decisions with which they are being
17 charged, Plaintiffs have repeatedly requested information from the College, through the Board and Dr.
18 Hillman, about the announcements and Dr. Hillman’s plans, including information needed to allow them to
19 assess the status and plans for the future of the College, and for clarification regarding what the College and
20 Dr. Hillman believe was decided at the March 4, 2021 Board meeting.

21 56. Among other things, Plaintiffs requested financial data, term sheets, due diligence, consultant
22 reports and other reports, other materials pertaining to the contemplated “Institute,” and other information
23 regarding the facts underlying the announcement and the announced upcoming changes to the College. After
24 weeks of delay, the College responded to certain of these requests for information on May 13, 2021 – but
25 largely stonewalled Plaintiffs.⁵ Only general information was provided, which largely parroted the March
26 17 announcement that spawned the request for information in the first place. For example, in response to
27

28 ⁵ Initially, Plaintiffs received only an obtuse response stating that the inquiries made were “matters for the Trustees, not the AAMC,” ignoring that the request was also coming from sitting alumnae trustees.

1 the question of whether the Board, in fact, voted in favor of Mills ceasing to function as a degree granting
2 institution, the College responded, among other things, that:

- 3 • “[T]he Board deemed it advisable to communicate to students and prospective students the
4 nature of the College’s situation and the expectation that at a point in the future the College will
5 not continue to be a degree-granting institution”
- 6 • “The Teach Out Plan has not been fully developed and remains subject to the Board’s further
7 consideration”
- 8 • The board has not approved a transition to a specific Mills Institute.”

9 Despite promising engagement with all College constituents and transparency, Dr. Hillman and the
10 College have withheld most of the requested information and refused to share detailed information about
11 the facts underlying their announcements or future plans.

12 57. The responses provided begged the question: Why was there a change of course to
13 prematurely announce the cessation of the College as a degree-granting institution — contrary to the stated
14 purpose of the College as set forth in the Articles of Incorporation⁶ — if not to ensure that the announced
15 plan would be a foregone conclusion? After all, one can scarcely imagine a more efficient way to curb
16 enrollment in a college than to announce its imminent closure just weeks before prospective, incoming
17 students for Fall 2021 would have to decide whether to attend Mills in the Fall. Yet, the minutes from the
18 March 4, 2021 Board of Trustees meeting reflect that per Dr. Hillman, “Mills is and will continue to consider
19 all options.”

20 58. Then, shortly before the June 17, 2021 meeting that largely focused on Northeastern
21 University, certain of the information that had long been requested (but far from all) – such as a term sheet
22 from UC Berkeley – was provided in piecemeal fashion. It soon become apparent why such information
23 was suddenly being provided: the College had switched horses.

24 59. Make no mistake: Defendants will pretend that Plaintiffs have not been denied information
25 about the Northeastern proposal until June 17, 2021, suggesting that the request was dilatory. False.
26 Plaintiffs did not learn of the potential Northeastern partnership until June 2021, and began requesting

27 ⁶ Again, that stated purpose is “to grant to its students and other persons such honorary testimonials and
28 confer such honors, degrees and diplomas as are granted or conferred by any university, college or
seminary of learning in this State.”

1 information shortly thereafter. But information regarding the College’s future had been requested long
2 before.

3 60. Thus, following the June 17 meeting, Plaintiffs reached out again to request specific
4 information and documentation critical to their fiduciary analysis. After numerous back and forth
5 correspondence and delays by the College, on July 19, 2021, the College offered an impossible “solution”:

- 6 • Ms. Nakka-Cammauf, and only Ms. Nakka-Cammauf, can come to the College alone and in
7 person during the last week of July to physically inspect “hundreds of files comprising [at
8 least] many thousands of pages”;
- 9 • Even though she has agreed in writing to maintain the confidentiality of materials deemed
10 confidential by Defendants (and always has, despite false allegations to the contrary, and
11 regardless of whether the materials in question are *properly* labeled confidential), she cannot
12 bring anyone else with her to aid in her review, including counsel or an accounting
13 consultant;
- 14 • She cannot make copies unless she later explains why she needs copies and further protocols
15 and protections are agreed to;
- 16 • And the College will not delay the vote on the Northeastern Partnership, set to take place on
17 August 12, 2021, to allow a meaningful review and discourse to take place.

18 61. Undoubtedly, the College and individual defendants will respond that Ms. Viji Nakka-
19 Cammauf is just one trustee. Indeed, the College already has suggested in written correspondence that her
20 opinion would have no impact. As a factual matter, that remains to be seen and it does not change her
21 entitlement to the information and documentation requested, in any event. As to Ms. Singh, she was a
22 voting trustee until July 1, 2021, including during the time the events and decision-making discussed herein
23 took place, at the time the requests for information and documents were made, and at the time this action
24 was filed. And, as noted, the AAMC also is an interested party here and is entitled to information under its
25 MOU with the College.⁷

26
27 ⁷Notwithstanding these truths and the relief sought in this litigation more broadly, for purposes of an ex
28 parte application for injunctive relief that was filed on July 22, 2021, Plaintiff Viji Nakka-Cammauf
agreed that any information and documents provided pursuant to that application would not be shared by
her except with her counsel and other retained professionals/consultants.

1 67. Per the College Bylaws, Article 12.2, members of the Board of Mills College, including the
2 Alumnae Trustees, shall have the “*absolute right*” to inspect the books, records and documents “*of every*
3 *kind*” of the College.

4 68. Per the Memorandum of Collaboration and Agreement, Paragraphs 1(A) and 7 the College,
5 through the Board, must 1) “share financial reports [with the AAMC] on a regular basis”; 2) “share key
6 messages with the AAMC so that messages communicated by AAMC representatives can be coordinated
7 with the College’s messaging”; and 3) “provide information about the number and amount of gifts processed
8 for and deposited into the AAMC Fund and transferred to the AAMC, as well as such information for gifts
9 to the AAMC Endowment.” Additionally, the Memorandum provides “[u]pon written request, [the AAMC
10 and College] will provide the other with reasonable [financial books and] records.”

11 69. Plaintiffs have requested, orally and in writing (both individually and jointly), information
12 and documents to which they are entitled under the Bylaws and Memorandum, including but not limited to
13 term sheets, planning documents, financial records, and committee reports pertaining to the contemplated
14 changes to the College. The requests were present to Dr. Hillman and Ms. Sanborn, among others. Plaintiffs
15 have been denied the information and documentation to which they are entitled.

16 70. Plaintiffs desire a declaration that they are entitled to inspect the College’s “[financial books
17 and] records,” including but not limited to the materials specifically requested, and to copy and make
18 extracts of documents.

19 71. Plaintiffs request an appropriate temporary restraining order, preliminary and permanent
20 injunction as necessary to preserve Plaintiffs’ rights, including an order preventing the College and
21 Defendants specifically from taking action (including by requesting that the Board or any of its committees
22 take action) respecting the Northeastern partnership – or any other changes to the College’s future – until at
23 least sixty (60) days after Plaintiffs are provided with the information and documents to which they are
24 entitled and Defendants have certified full and complete compliance.

25 **SECOND CAUSE OF ACTION**

26 **(Breach of Contract of the College Bylaws-- Against All Defendants)**

27 72. Plaintiffs incorporate by reference all preceding allegations as if fully set forth herein, and
28 for a cause of action allege as follows:

1 73. The College Bylaws provide the internal operating rules for Mills College. According to the
2 College Bylaws, the College is “governed by a board of directors (referred to [in the Bylaws] as the “Board
3 of Trustees,” the “Board” or “Trustees”), by whom all powers of the College shall be exercised and under
4 whose authority the business and affairs of the College shall be controlled.”

5 74. Per the College Bylaws, Article 12.2, members of the Board of Mills College, including the
6 Alumnae Trustees, shall have the “*absolute right*” to inspect the books, records and documents “*of every*
7 *kind*” of the College.

8 75. The President of the College:

- 9 • “shall be the chief executive officer and educational head of the College and shall carry out the
10 policies of the Board of Trustees, attend to all matters entrusted to the President’s care by the
11 Board, and exercise such general supervision and direction over College affairs as will promote
12 the mission of the College.”
- 13 • “shall be the official medium of communication between the Faculty, the Students and the
14 College Officers, and the Board of Trustees, and shall keep the Board informed of all important
15 proceedings of Faculty meetings.”
- 16 • “shall be the Chief Executive Officer of the administration of the College, responsible to the
17 Board of Trustees for the execution of all administration functions.”
- 18 • “shall report to the Board of Trustees at each of its regular meetings on matters if importance to
19 the College.”

20 76. Plaintiffs have requested, orally and in writing (both individually and jointly), information
21 and documents to which they are entitled under the Bylaws, including but not limited to term sheets,
22 planning documents, financial records, and committee reports pertaining to the contemplated “Institute,”
23 “Teach-Out Plan,” and the contemplated changes to the College. The requests were present to Dr. Hillman
24 and Ms. Sanborn, among others. Plaintiffs have been denied the information and documentation to which
25 they are entitled.

26 77. Plaintiffs have performed all conditions, obligations, and promises required by them to be
27 performed in accordance with the terms and conditions of the Bylaws. Each of Plaintiffs is an interested
28

1 party in this action with an interest in ensuring that the College’s Articles of Incorporation and Bylaws are
2 followed.

3 78. Defendants breached the terms and conditions of the Bylaws by failing and refusing to allow
4 Plaintiffs to inspect the books, records and documents of the College as requested.

5 79. Plaintiffs request an appropriate temporary restraining order, preliminary and permanent
6 injunction as necessary to preserve Plaintiffs’ rights, including an order preventing Defendants from taking
7 action (including by requesting that the Board or any of its committees take action) respecting the
8 Northeastern partnership – or any other changes to the College’s future – until at least sixty (60) days after
9 Plaintiffs are provided with the information and documents to which they are entitled and Defendants have
10 certified full and complete compliance.

11 **THIRD CAUSE OF ACTION**

12 **(Breach of Contract of the Memorandum of Understanding-- Against All Defendants)**

13 80. Plaintiffs incorporate by reference all preceding allegations as if fully set forth herein, and
14 for a cause of action allege as follows:

15 81. The Memorandum of Collaboration and Understanding sets forth the required cooperation
16 between the College, through the Board, and the AAMC. The purpose of the Memorandum is to promote
17 “[r]egular and open exchange of information” and “mutual transparency” between the Board and the
18 AAMC.

19 82. Per the Memorandum, Paragraphs 1(A) and 7, the College, through the Board, must 1) “share
20 financial reports on a regular basis”; 2) “share key messages with the AAMC so that messages
21 communicated by AAMC representatives can be coordinated with the College’s messaging”; and 3)
22 “provide information about the number and amount of gifts processed for and deposited into the AAMC
23 Fund and transferred to the AAMC, as well as such information for gifts to the AAMC Endowment.”
24 Additionally, the Memorandum provides “[u]pon written request, [the AAMC and College] will provide the
25 other with reasonable [financial books and] records.”

26 83. Plaintiffs have requested, orally and in writing (both individually and jointly), information
27 and documents to which they are entitled under the Memorandum, including but not limited to term sheets,
28 planning documents, financial records, and committee reports pertaining to the contemplated changes to the

1 College. The requests were present to Dr. Hillman and Ms. Sanborn, among others. Plaintiffs have been
2 denied the information and documentation to which they are entitled.

3 84. Plaintiffs have performed all conditions, obligations, and promises required by them to be
4 performed in accordance with the terms and conditions of the Memorandum.

5 85. Defendants breached the terms and conditions of the Memorandum by failing and refusing
6 to provide Plaintiffs with information and documents to which they are entitled under the Memorandum,
7 including but not limited to term sheets, planning documents, financial records, and committee reports
8 pertaining to the contemplated changes to the College, as requested.

9 86. Plaintiffs request an appropriate temporary restraining order, preliminary and permanent
10 injunction as necessary to preserve Plaintiffs' rights, including an order preventing Defendants from taking
11 action (including by requesting that the Board or any of its committees take action) respecting the
12 Northeastern partnership – or any other changes to the College's future – until at least sixty (60) days after
13 Plaintiffs are provided with the information and documents to which they are entitled and Defendants have
14 certified full and complete compliance.

15 **FOURTH CAUSE OF ACTION**

16 **(Breach of Fiduciary Duty and Charitable Trust -- Against All Defendants)**

17 87. Plaintiffs incorporate by reference all preceding allegations as if fully set forth herein, and
18 for a cause of action allege as follows:

19 88. As President and an officer of the College, and holding a seat on the Board, Dr. Hillman
20 owes fiduciary duties of care and loyalty to the College and other members of the Board, including Plaintiffs
21 Singh and Nakka-Cammauf. These duties require Dr. Hillman to comply with the College Bylaws and
22 Memorandum of Collaboration and Understanding, to refrain from conduct that would damage the College
23 or its Board members, and to not impede Plaintiffs Singh and Nakka-Cammauf's exercise of their fiduciary
24 duties as members of the Board of Trustees, and Plaintiff the AAMC's duty to uphold the mission of the
25 College.

26 89. As President of the Board, Ms. Sanborn has at all times owed the College and the other Board
27 members, including Plaintiffs, duties of care and loyalty. These duties require Ms. Sanborn to comply with
28 the College Bylaws and Memorandum of Collaboration and Agreement, to refrain from conduct that would

1 damage the College or its Board members, and to not impede Plaintiffs Singh and Nakka-Cammauf's
2 exercise of their fiduciary duties as members of the Board of Trustees, and Plaintiff the AAMC's duty to
3 uphold the mission of the College.

4 90. As Directors and/or Officers of the College, each Defendant named herein has a duty and
5 obligation to comply with the College Bylaws and Memorandum of Collaboration and Agreement, to refrain
6 from conduct that would damage the College or its Board members, to not impede Plaintiffs Singh and
7 Nakka-Cammauf's exercise of their fiduciary duties as members of the Board of Trustees and Plaintiff the
8 AAMC's duty to uphold the mission of the College, and to refrain from taking action on behalf of the
9 College while Plaintiffs are being prevented from fulfilling their duties.

10 91. Defendants breached their fiduciary duties to Plaintiffs by failing to provide them with the
11 information and documentation requested and necessary for Plaintiffs Singh and Nakka-Cammauf's
12 exercise of their fiduciary duties as members of the Board of Trustees, and Plaintiff the AAMC's duty to
13 uphold the mission of the College.

14 92. Plaintiffs request an appropriate temporary restraining order, preliminary and permanent
15 injunction as necessary to preserve Plaintiffs' rights, including an order preventing Defendants from taking
16 action (including by requesting that the Board or any of its committees take action) respecting the
17 Northeastern partnership – or any other changes to the College's future – until at least sixty (60) days after
18 Plaintiffs are provided with the information and documents to which they are entitled and Defendants have
19 certified full and complete compliance.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

22 **AS TO THE FIRST CAUSE OF ACTION**

- 23 1. A declaratory judgment that Plaintiffs are entitled to inspect the College's "[financial books
24 and] records," including the materials specifically requested, and to copy and make extracts
25 of documents.
- 26 2. A temporary restraining order, preliminary and permanent injunction as necessary to
27 preserve Plaintiffs' rights, including an order preventing Defendants from taking action
28 (including by requesting that the Board or any of its committees take action) respecting the

1 Northeastern partnership and/or future of the College as a degree-granting institution
2 (including entering any new contracts or financial commitments) until (1) at least sixty (60)
3 days after Plaintiffs are provided with the information and documents to which they are
4 entitled and Defendants have certified full and complete compliance, and (2) such actions
5 are authorized or permitted by the foundational and governing documents of the College
6 and/or duly authorized by the Board.

7 **AS TO THE SECOND CAUSE OF ACTION**

- 8 1. A temporary restraining order, preliminary and permanent injunction as necessary to
9 preserve Plaintiffs' rights, including an order:
- 10 a. Requiring that the College and Defendants allow Plaintiffs to inspect the "books,
11 records, [and] documents of every kind" of the College, including the materials
12 specifically requested, and to copy and make extracts of documents, and
 - 13 b. Preventing Defendants from taking action (including by requesting that the Board or
14 any of its committees take action) respecting the Northeastern partnership and/or
15 future of the College as a degree-granting institution (including entering any new
16 contracts or financial commitments) until (1) at least sixty (60) days after Plaintiffs
17 are provided with the information and documents to which they are entitled and
18 Defendants have certified full and complete compliance, and (2) such actions are
19 authorized or permitted by the foundational and governing documents of the College
20 and/or duly authorized by the Board.

21 **AS TO THE THIRD CAUSE OF ACTION**

- 22 1. A temporary restraining order, preliminary and permanent injunction as necessary to
23 preserve Plaintiffs' rights, including an order:
- 24 a. Requiring that the College and Defendants 1) "share financial reports on a regular
25 basis [with the AAMC]"; 2) "share key messages with the AAMC so that messages
26 communicated by AAMC representatives can be coordinated with the College's
27 messaging"; and 3) "provide information about the number and amount of gifts
28 processed for and deposited into the AAMC Fund and transferred to the AAMC, as

1 well as such information for gifts to the AAMC Endowment”; and “provide the
2 [AAMC] with reasonable [financial books and] records.”

- 3 b. Preventing Defendants from taking action (including by requesting that the Board or
4 any of its committees take action) respecting the Northeastern partnership and/or
5 future of the College as a degree-granting institution (including entering any new
6 contracts or financial commitments) until (1) at least sixty (60) days after Plaintiffs
7 are provided with the information and documents to which they are entitled and
8 Defendants have certified full and complete compliance, and (2) such actions are
9 authorized or permitted by the foundational and governing documents of the College
10 and/or duly authorized by the Board.

11 **AS TO THE FOURTH CAUSE OF ACTION**

- 12 1. A temporary restraining order, preliminary and permanent injunction as necessary to
13 preserve Plaintiffs’ rights, including an order:
- 14 a. Requiring that the College and Defendants allow Plaintiffs to inspect “[financial
15 books and] records” of the College, including the materials specifically requested,
16 and to copy and make extracts of documents, and
- 17 b. Preventing Defendants from taking action (including by requesting that the Board or
18 any of its committees take action) respecting the Northeastern Partnership and/or
19 future of the College as a degree-granting institution (including entering any new
20 contracts or financial commitments) until (1) at least sixty (60) days after Plaintiffs
21 are provided with the information and documents to which they are entitled and
22 Defendants have certified full and complete compliance, and (2) such actions are
23 authorized or permitted by the foundational and governing documents of the College
24 and/or duly authorized by the Board.
- 25 2. Damages, including general and special damages, in an amount to be proven at trial.
- 26 3. For punitive and exemplary damages as authorized by law.
- 27
- 28

1 **AS TO ALL CAUSES OF ACTION**

- 2 1. For pre-judgment and post-judgment interest on any award of damages and at the maximum
3 legal rate provided by law;
4 2. For such other and further relief as the Court deems just and proper.

5
6 Dated: August 16, 2021

GREENBERG TRAUERIG, LLP

7 By /s/Lisa McCurdy

8 Lisa McCurdy

9 Layal Bishara

Attorneys for Plaintiffs

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EXHIBIT 1

CREDIT AGREEMENT

by and between

Alumnae Association of Mills College,
as LOC Provider

and

MILLS COLLEGE,
as Borrower

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EXHIBIT A – FORM OF PROMISSORY NOTE

CREDIT AGREEMENT

THIS CREDIT AGREEMENT, dated as of August 16, 2018 (this “Credit Agreement”), is by and between the Alumnae Association of Mills College, a non-profit corporation organized and existing under the laws of the State of California (“LOC Provider”) and **MILLS COLLEGE**, a California nonprofit public benefit corporation (the “Borrower”).

WITNESSETH:

WHEREAS, the Borrower has requested a revolving line of credit (as further defined herein, the “Line of Credit Loan”) from the LOC Provider, pursuant to the terms set forth in this Credit Agreement and the Note (as defined herein);

WHEREAS, for and in consideration of such Line of Credit Loan, Borrower agrees, inter alia, to make loan payments to the LOC Provider sufficient to pay on the dates specified herein, the principal of and interest thereon, and other Additional Payments (as defined herein); and

WHEREAS, LOC Provider and Borrower have duly authorized the execution and delivery of this Credit Agreement;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I

DEFINITIONS

The following terms used herein will have the meanings indicated below unless the context clearly requires otherwise.

“Additional Payments” means the amounts, other than Payments, payable by Borrower pursuant to the provisions of this Credit Agreement, including, without limitation, indemnity payments and reimbursement of advances due hereunder.

“Advance Date” shall have the meaning assigned to such term in Section 3.01(b) hereof.

“Applicable Loan Rate” means the Note Rate, as provided in the Note.

“Authorized Borrower Representative” means the President, Vice President for Administration and Treasurer, and Associate Vice President and Treasurer, or any other officer of Borrower and any other person designated from time to time in writing by Borrower’s Board of Trustees.

“Borrower” means (a) Mills College, a California nonprofit public benefit corporation; (b) any surviving, resulting or transferee entity thereof; and (c) except where the context requires otherwise, any assignee(s) of Borrower permitted pursuant to the terms of this Credit Agreement.

“Business Day” means any day which is not one of the following: (a) a Saturday, Sunday or legal holiday as set forth by the Federal Reserve Bank of San Francisco; (b) any other day on which banks in New York, New York or San Francisco, California are authorized or required to be closed by the appropriate regulatory authorities; or (c) a day on which the New York Stock Exchange is authorized or required to be closed.

“Closing Date” means August 16, 2018.

“Commitment Amount” means an amount equal to the principal face amount of the Note, as amended from time to time.

“Credit Agreement” means this Credit Agreement, including the exhibits hereto, as it may be supplemented or amended from time to time in accordance with the terms hereof.

“Default” means an event that, with giving of notice or passage of time or both, would constitute an Event of Default as provided in Article VIII hereof.

“Default Rate” means the Applicable Loan Rate plus 3%, but not to exceed the highest rate permitted by law.

“Events of Default” shall have the meaning assigned to such term in Section 8.01.

“Fiscal Year” means the period beginning on July 1 of each year and ending the next succeeding June 30 or any other 12-month or 52-week period hereafter selected and designated as the official Fiscal Year of the Borrower by the Authorized Borrower Representative.

“LOC Provider” means the Alumnae Association of Mills College.

“LOC Provider Fees” means, with respect to the Credit Agreement, the expenses payable to LOC Provider in connection with the preparation, review and execution of this Credit Agreement, as further described in Section 7.03.

“Line of Credit Advance” means each advance of principal under the Note made by LOC Provider to or for the benefit of Borrower pursuant to a Request for Advance or otherwise.

“Line of Credit Loan” means the revolving line of credit from LOC Provider to Borrower under this Credit Agreement and the Note.

“Loan Documents (Line of Credit)” means, collectively, this Credit Agreement and the Note.

“Loan Uses” means operating capital and other costs of the Borrower which are funded with the Line of Credit Loan.

“Maturity Date” means the maturity date of the Note, as it may be extended from time to time.

“Note” means (a) the promissory note dated on or about the same date as this Credit Agreement, executed by Borrower and evidencing the Line of Credit Loan in the form of Exhibit A attached hereto and all extensions, renewals, modifications and replacements of such promissory note, and (b) any additional note or notes now or hereafter executed by Borrower in favor of LOC Provider which specifically recite that they arise out of this Credit Agreement, and all extensions, renewals, modifications and replacements of any or all of such note or notes.

“Obligation” means Payments and Additional Payments payable by Borrower pursuant to the provisions of this Credit Agreement.

“Payments” means payments of principal and interest with respect to the Line of Credit Loan (excluding Additional Payments but including LOC Provider Fees payable to LOC Provider hereunder) payable by Borrower pursuant to the provisions of this Credit Agreement and the Note. Payments shall be payable by Borrower directly to LOC Provider, in the amounts and at the times as set forth in this Credit Agreement and the Note.

“Prime Rate” means that floating per annum rate of interest identified from time to time as the Prime Rate as published in The Wall Street Journal or any successor source for such rate. Changes in the rate of interest resulting from a change in the Prime Rate shall take effect on the date of publication of a change in the Prime Rate, as published in The Wall Street Journal or such successor source.

“Request for Advance” means a written request for an advance of principal under the Note submitted by Borrower to LOC Provider pursuant to this Credit Agreement.

“State” means the State of California.

“Subordination Agreement” means the Subordination Agreement dated August 16, 2018, executed by the Bank, the LOC Provider and the Borrower.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 2.01. Representations, Warranties and Covenants of Borrower. The Borrower represents, warrants and covenants, for the benefit of LOC Provider in connection with the Line of Credit Loan the following representations and warranties. Such representations and warranties shall remain operative and in full effect regardless of payment in full of the Line of Credit Loan or any investigations by or on behalf of the LOC Provider or the results thereof.

(a) The Borrower is duly organized and in good standing under the laws of the State of California, and has full legal right, power and authority to enter into Loan Documents (Line of Credit), and to carry out all of its obligations under and consummate all transactions contemplated hereby and by the Loan Documents (Line of Credit), and by proper corporate action has duly authorized the execution, delivery and performance of the Loan Documents (Line of Credit).

(b) As of the Closing Date, the officers of the Borrower executing this Credit Agreement and the other Loan Documents (Line of Credit) are duly and properly in office and fully authorized to execute the same.

(c) This Credit Agreement and the other Loan Documents (Line of Credit) have been duly authorized, executed and delivered by the Borrower.

(d) Assuming due execution and delivery by the other parties, this Credit Agreement and the other Loan Documents (Line of Credit) constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower by the LOC Provider, as appropriate, in accordance with their respective terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

(e) As of the Closing Date, the execution and delivery of this Credit Agreement and the other Loan Documents (Line of Credit), the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the articles of incorporation of the Borrower, its bylaws, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, credit agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Credit Agreement or the other Loan Documents (Line of Credit), or the financial condition, assets, properties or operations of the Borrower.

(f) As of the Closing Date, no consent or approval of any trustee or holder of any indebtedness of the Borrower or any guarantor of indebtedness of or other provider of credit to the Borrower, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of this Credit Agreement or the other Loan Documents (Line of Credit), or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(g) As of the Closing Date, there is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower or the assets, properties or operations of the Borrower which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, this Credit Agreement or the other Loan Documents (Line of Credit), or upon the financial condition, assets, properties or operations of the Borrower, and the Borrower is not in default (and no event has occurred and

is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Credit Agreement or the other Loan Documents (Line of Credit), or the financial condition, assets, properties or operations of the Borrower, or contesting the Borrower's status as an 501(c)(3) Organization.

(h) As of the Closing Date, the Borrower's audited consolidated balance sheet at June 30, 2017, and the related consolidated statements of income and consolidated statements of cash flows for the years ended June 30, 2017 fairly present the financial position of the Borrower at such date and the results of operations for the year ended on such date, and since June 30, 2017 there has been no material adverse change in the financial condition or results of operations of the Borrower.

ARTICLE III

ISSUANCE OF LINE OF CREDIT LOAN; APPLICATION OF PROCEEDS

Section 3.01. Loan Uses.

(a) LOC Provider hereby agrees, subject to the terms and conditions of this Credit Agreement, to loan to Borrower a line of credit up to the Commitment Amount specified in the Note. The Line of Credit Loan is a revolving line of credit loan, and within the limits of the Commitment Amount and subject to the terms and conditions of this Credit Agreement and the other Line of Credit Loan Documents, Borrower may borrow, prepay pursuant to the Note and reborrow the principal amount of the Line of Credit Loan, provided that the total principal amount of all Line of Credit Advances outstanding at any one time shall not exceed the Commitment Amount.

(b) Each Request for Advance shall indicate the proposed date for and principal amount of the Line of Credit Advance requested by Borrower in the Request for Advance (which date shall be acceptable to the LOC Provider and is referred to as the "Advance Date"). Each Request for Advance shall be executed by an Authorized Borrower Representative. Each Advance Date shall be a Business Day. Provided that no Default or Event of Default has occurred and is continuing, not later than 9:00 a.m., Pacific Time on the Advance Date, the LOC Provider shall make the Line of Credit Advance available to Borrower in immediately available funds by deposit or credit to an account in Borrower's name designated by Borrower, or by check payable directly to Borrower.

Section 3.02. Term and Extensions; Reduction in Amounts.

(a) The term of this Credit Agreement shall commence on the Closing Date and shall terminate upon the earliest to occur of any of the following events:

(i) so long as no Event of Default has occurred and is continuing hereunder, and Borrower has paid all Payments with respect to the Line of Credit Loan and any other payments required to be paid by Borrower hereunder, the Maturity Date,

provided that the Maturity Date will automatically renew for an additional period of one year unless LOC Provider informs Borrower to the contrary at least thirty (30) days prior to the Maturity Date; or

(ii) LOC Provider's election to accelerate this Credit Agreement and demand payment on the Note under Article VIII due to an Event of Default hereunder.

(b) Borrower may request an extension of the Maturity Date of the Line of Credit Loan. LOC Provider may in its sole discretion approve such an extension of the Maturity Date. If so approved by LOC Provider, the extension of the Maturity Date shall be evidenced by a supplement to the Note in the form of Attachment A to the Note. Borrower shall represent and warrant in connection with any such extension of the Maturity Date that the representations and warranties set forth in Section 2.01 are true and correct as of the date of such extension and that there are no Events of Default occurring under this Credit Agreement.

ARTICLE IV

REPAYMENT OF THE LINE OF CREDIT LOAN

Section 4.01. Repayment of Line of Credit Loan.

(a) The principal amount of the Line of Credit Loan hereunder outstanding shall bear interest (computed on the basis of a 365-day year and actual days elapsed) at the Applicable Loan Rate. Interest shall accrue on the aggregate principal balance outstanding of the Line of Credit Loan from the Closing Date to the Maturity Date or until the Line of Credit Loan is paid in full or earlier prepayment as provided herein and in the Note, and shall be payable monthly as provided in the Note by Borrower in arrears on or prior to such date and upon earlier demand in accordance with the terms hereof or prepayment in accordance with Section 4.04 hereof.

(b) The Applicable Loan Rate shall be adjusted concurrently with, and such adjustments shall be effective on the same date as, adjustments announced in the Prime Rate.

(c) Subject to Sections 4.05 and 8.02 hereof, Borrower shall make monthly Payments of interest through the Maturity Date and Payment of the unpaid principal balance of the Loan on the Maturity Date as provided in the Note, with interest thereon at the Applicable Loan Rate, to repay the Line of Credit Loan in full by the Maturity Date.

(d) Borrower shall pay all Additional Payments when due hereunder.

Section 4.02. Payment on Non-Business Days. Whenever any payment to be made hereunder shall be stated to be due on a day which is not a Business Day, such payment may be made on the next succeeding Business Day.

Section 4.03. Borrower Payments to Be Unconditional. Except as otherwise agreed to in writing by LOC Provider, the obligations of Borrower to make Payments required under this Credit Agreement and to make other payments hereunder and to perform and observe the

covenants and agreements contained herein shall be absolute and unconditional in all events, without abatement, diminution, deduction, setoff or defense for any reason.

Section 4.04. Prepayments.

(a) Borrower may prepay the Line of Credit Loan in whole or in part at any time, as provided in the Note.

(b) Borrower shall prepay the Line of Credit Loan in full immediately upon demand therefor of LOC Provider after the occurrence of an Event of Default by paying the outstanding principal amount of the Line of Credit Loan, accrued interest to the prepayment date, and any outstanding and unpaid Additional Payments due under this Credit Agreement.

(c) The prepayment price for prepayment of the Line of Credit Loan shall be equal to 100% of the outstanding principal amount of the Line of Credit Loan; plus in all cases interest accrued to the prepayment date.

ARTICLE V

CONDITIONS PRECEDENT

Section 5.01. Conditions Precedent to Credit Agreement. LOC Provider's agreement to enter into this Credit Agreement and provide the financing contemplated hereby shall be subject to the condition precedent that LOC Provider shall have received or waived the requirement for, all of the following, each in form and substance satisfactory to LOC Provider:

(a) the Loan Documents (Line of Credit), properly executed on behalf of Borrower and LOC Provider, and, if applicable, each of the Exhibits hereto and thereto properly completed;

(b) a certificate of Borrower, certifying as to (i) the resolutions of the Board of Trustees of Borrower, authorizing the execution, delivery and performance of the Loan Documents (Line of Credit) and any related documents, (ii) the Bylaws of Borrower, and (iii) the signatures of the officers or agents of Borrower authorized to execute and deliver the Loan Documents (Line of Credit) and other instruments, agreements and certificates on behalf of Borrower; and

(c) Such other documents or certificates that the LOC Provider may reasonably request.

ARTICLE VI

SECURITY

Section 6.01. No Security. This Line of Credit Loan and the Obligations outstanding from time to time, all interest accrued and unpaid thereon, and all other amounts payable under this Credit Agreement or under the Note shall not be secured by any asset of Borrower.

ARTICLE VII

COVENANTS OF BORROWER

Section 7.01. Covenants.

(a) Compliance with Laws and Obligations. Borrower will comply with the requirements of applicable laws and regulations and material contractual obligations, the noncompliance with which would materially and adversely affect its business or its financial condition; provided, however, nothing herein shall preclude Borrower's right to contest in good faith by appropriate proceedings any claim of noncompliance or breach.

(b) Books and Records. Borrower will keep accurate books of record and account for itself separate and apart from those of its affiliates pertaining to the Borrower's business and financial condition and such other matters as LOC Provider may from time to time reasonably request in which true and complete entries will be made in accordance with GAAP consistently.

(c) Preservation of Existence. Borrower will preserve and maintain its existence, its status as a nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Code, and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business; and shall conduct its business in an orderly, efficient and regular manner. Borrower shall hold itself out to the public as a legal entity separate and distinct from any other entity (including any affiliate thereof).

(d) Accounting. Borrower will not adopt, permit or consent to any material change in accounting principles other than as required or permitted by GAAP or adopt, permit or consent to any change in its Fiscal Year unless Borrower provides LOC Provider restated financial statements in comparative form.

(e) Other Defaults. Borrower will not permit any breach, default or event of default to occur beyond any applicable cure period under any note, credit agreement, indenture, lease, mortgage, contract for deed, security agreement or other contractual obligation binding upon Borrower or any judgment, decree, order or determination applicable to Borrower; provided, however, nothing herein shall preclude Borrower's right to contest in good faith by appropriate proceedings any breach, default or event of default; provided, such contest shall not, and shall not have the potential to, adversely affect the LOC Provider's interests hereunder or under any of the other Loan Documents (Line of Credit).

(f) Maintenance of Business. Borrower shall not change its business activities in any material respect from the business activities conducted by Borrower as of the date of this Credit Agreement.

(g) Restrictive Agreements. Borrower shall not enter into any agreement containing any provision which would be violated or breached by the performance by Borrower of its obligations hereunder or under any other Loan Documents (Line of Credit) or any instrument or document delivered or to be delivered by Borrower in connection herewith

Section 7.02. Expenses. Borrower covenants and agrees to pay, and to indemnify LOC Provider against all reasonable costs, charges and expenses, including fees and disbursements of attorneys, accountants, consultants and other experts, incurred by LOC Provider in good faith in connection with the Loan Documents (Line of Credit). The provisions of this Section shall survive the termination of this Credit Agreement and shall be in addition to, and not amended by, any obligations for expenses of Borrower to LOC Provider in any other Loan Document (Line of Credit).

Section 7.03. Borrower Indemnification of LOC Provider. Borrower covenants and agrees as follows:

(a) to indemnify and hold harmless, to the extent permitted by law, LOC Provider, its respective members, commissioners, directors, officers, agents and employees against all liability, losses, damages, all costs and charges (including reasonable fees and disbursements of attorneys, accountants, consultants and other experts), taxes, causes of action, suits, claims, demands and judgments of every conceivable kind, character and nature whatsoever, by or on behalf of any person arising in any manner from the transaction of which this Credit Agreement is a part or arising in any manner in connection with the Loan Uses;

(b) promptly after receipt by an Indemnified Person (as defined below) of notice of the commencement of any action in respect of which indemnification may be sought under this Section, the person in respect of which indemnification may be sought (the "Indemnified Person") shall promptly notify Borrower in writing, but the omission to so notify Borrower will not relieve Borrower from any liability which it may have to any Indemnified Person under this Section other than to the extent of prejudice caused directly or indirectly by such omission nor affect any rights it may have to participate in and/or assume the defense of any action brought against any Indemnified Person. In case such claim or action is brought against LOC Provider or its respective members, commissioners, directors, officers, agents or employees, and such Indemnified Person notifies Borrower of the commencement thereof, Borrower will be entitled to participate in and, to the extent that it chooses so to do, to assume the investigation and defense thereof (including the employment of counsel reasonably satisfactory to LOC Provider), and Borrower shall assume the payment of all reasonable fees and expenses relating to such investigation and defense and shall have the right to negotiate and consent to settlement thereof. LOC Provider or its respective members, commissioners, directors, officers, agents or employees shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and after notice from Borrower of its election to assume the defense thereof, the reasonable fees and expenses of such separate counsel shall be at the expense of such indemnifying party if LOC Provider or its respective members, commissioners, directors, officers, agents or employees reasonably determines that a conflict of interest exists between such party and Borrower in connection with such action. Borrower shall not be liable for any settlement of any such action effected without its consent, but, if settled with the consent of Borrower or if there be a final judgment for the plaintiff in any such action as to which Borrower has received notice in writing as hereinabove required, Borrower agrees to indemnify and hold harmless the Indemnified Person from and against any loss or liability by reason of such settlement or judgment to the extent provided in this Section; and

(c) notwithstanding the previous provisions of this Section, Borrower is not liable for or obligated to indemnify LOC Provider (or any of its respective members, commissioners, officers, employees or agents) or hold any of them harmless against any loss or damage to property or injury or death to any person or any other loss or liability if and to the extent such loss, damage, liability, injury or death results from the gross negligence or willful misconduct of the Indemnified Person seeking such indemnification.

All indemnifications by Borrower in this Section shall survive the termination of this Credit Agreement and payment of the indebtedness hereunder.

Section 7.04. Reporting Requirements. Borrower will deliver or cause to be delivered to LOC Provider each of the following, which shall be in form and detail reasonably acceptable to LOC Provider:

(a) audited financial statements of Borrower commencing with the Fiscal Year ending June 30, 2018, not later than 180 days after and as of the end of each Fiscal Year. The financial statements shall include a statement of financial position, statement of activities and changes in net assets and statement of cash flows. The audited financial statements shall be audited by independent certified public accountants reasonably acceptable to LOC Provider, and certified, without any qualifications, by such accountants to have been prepared in accordance with GAAP consistently applied;

(b) promptly upon the occurrence and nature of any Reportable Event or Prohibited Transaction, each as defined in the Employee Retirement Income Security Act of 1974, as amended or recodified from time to time ("ERISA"), or any funding deficiency with respect to any defined employee pension benefit plan (as defined in ERISA) maintained or contributed to by Borrower;

(c) promptly after the amending thereof, copies of any and all amendments to Borrower's articles of incorporation or bylaws;

(d) promptly upon receipt of knowledge thereof by an Authorized Borrower Representative, notice of the violation by Borrower of any law, rule or regulation, the violation of which would have a material adverse effect on the financial or operating condition of Borrower;

(e) immediately upon Borrower's knowledge thereof, notice in writing of all litigation and of all proceedings before any governmental or regulatory agency affecting Borrower which seek a monetary recovery against Borrower of \$1,000,000 or more; and

(f) as promptly as practicable (but in any event not later than five Business Days) after an Authorized Borrower Representative obtains knowledge of the occurrence of any event that constitutes a Default or an Event of Default under the Loan Documents (Line of Credit), notice of such occurrence, together with a detailed statement by an Authorized Borrower Representative of the steps being taken by Borrower to cure the effect of such Default or Event of Default.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. The following constitute "Events of Default" under this Credit Agreement:

(a) failure by Borrower to pay to LOC Provider any Payment on the due date thereof;

(b) failure by Borrower to pay to LOC Provider any Additional Payment or any other amount required to be paid hereunder (other than Payments) within thirty (30) days of the due date thereof;

(c) failure by Borrower to pay, as and when due, any payment required to be paid under any other loan documentation that Borrower has with another lender, subject to the applicable grace and cure periods set forth in such agreement;

(d) except as otherwise specified in this Section, failure by Borrower to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder for a period of thirty (30) days after written notice is given to Borrower by LOC Provider, specifying such failure and requesting that it be remedied;

(e) Borrower shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or Borrower shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Borrower or Borrower shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against Borrower and remains undismissed or unstayed for sixty (60) days; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of Borrower;

(f) Borrower is determined by LOC Provider to have made any material false or misleading statement or representation in connection with this Credit Agreement.

Section 8.02. Remedies on Default. Whenever any Event of Default shall have occurred and be continuing, LOC Provider shall have the right, at its sole option, without any further demand or notice, to declare payment on the Note immediately due in full and take any one or any combination of the following remedial actions insofar as the same are available to parties under the laws of the State from time to time and which are otherwise accorded to LOC Provider:

(a) by notice to Borrower, declare the entire unpaid principal amount of the Line of Credit Loan (and the related Obligations) then outstanding, all interest accrued and unpaid thereon and all amounts payable under this Credit Agreement to be forthwith due and

payable, whereupon such Line of Credit Loan (and the related Obligations), all such accrued interest and all such amounts shall become and be forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which are hereby expressly waived by Borrower;

(b) the obligation, if any, of LOC Provider to extend any further credit under this Credit Agreement shall immediately cease and terminate; and

(c) exercise all rights and remedies legally available to LOC Provider;

(d) proceed by appropriate court action to enforce performance by Borrower of the applicable covenants of the Loan Documents (Line of Credit) or to recover for the breach thereof, including the payment of all amounts due from Borrower, in which event Borrower shall pay or repay to LOC Provider all costs of such action or court action including without limitation, reasonable attorneys' fees;

(e) take whatever action at law or in equity that may appear necessary or desirable to enforce its rights, in which event Borrower shall pay or repay to LOC Provider all costs of such action or court action, including, without limitation, reasonable attorneys' fees; and

(f) upon the occurrence of an Event of Default, the Line of Credit Loan shall bear interest at the Default Rate. All proceeds derived from the exercise of any rights and remedies shall be applied (a) to LOC Provider the amount of all unpaid Payments, if any, which are then due and owing, together with interest at the Default Rate from the date of such Event of Default and late charges thereon, (b) to LOC Provider any Additional Payments payable to LOC Provider hereunder, and (c) to LOC Provider the amount of any other payments due to LOC Provider under other obligations of the Borrower to LOC Provider;

Notwithstanding any other remedy exercised hereunder, Borrower shall remain obligated to pay to LOC Provider any unpaid Payments and Additional Payments.

All rights, powers and remedies of LOC Provider may be exercised at any time by LOC Provider, and from time to time after the occurrence and continuance of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

Borrower shall pay or repay to LOC Provider all costs of such action or court action, including, without limitation, reasonable attorneys' fees.

Section 8.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to LOC Provider is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Credit Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle LOC Provider to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required by

this Article. All remedies hereby conferred upon or reserved to LOC Provider shall survive the termination of this Credit Agreement.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Disclaimer of Warranties. LOC Provider shall have no responsibility or liability to Borrower or any other person with respect to any of the following: (a) any liability, loss or damage caused or alleged to be caused directly or indirectly by the Loan Uses, any inadequacy thereof, or any other circumstances in connection therewith; (b) any interruption of service, loss of business or anticipated profits or consequential damages; or (c) the delivery, operation, servicing, maintenance, repair, improvement or replacement of Borrower's facilities. In no event shall LOC Provider be liable for any loss or damage in connection with or arising out of this Credit Agreement or the Loan Uses.

Section 9.02. Limitations of Liability. In no event, whether as a result of breach of contract, warranty, tort (including negligence or strict liability), indemnity or otherwise, shall LOC Provider or its assignees, if any, be liable for any special, consequential, incidental or punitive damages including, but not limited to, a loss of profit or revenue, loss of use of its facilities or any associated equipment, service materials or software, damage to associated equipment, service materials or software, cost of capital, cost of substitute equipment, service materials or software, facilities, services or replacement power, down time costs or claims of Borrower for such damages and Borrower shall indemnify and hold harmless LOC Provider and its assignees, if any, from any such damages.

Section 9.03. Additional Payments to LOC Provider. Borrower shall pay to LOC Provider the following Additional Payments hereunder, in addition to the Payments payable by Borrower, in such amounts in each year as shall be required by LOC Provider in payment of any reasonable costs and expenses, incurred by LOC Provider in connection with the execution, performance or enforcement of this Credit Agreement, the financing of the Loan Uses, including but not limited to payment of all reasonable fees of auditors or attorneys, and all other reasonable, direct and necessary administrative costs of LOC Provider or charges required to be paid by it in order to comply with the terms of, or to enforce its rights under, the Loan Documents (Line of Credit). Such Additional Payments shall be billed to Borrower by LOC Provider from time to time, together with a statement certifying that the amount so billed has been paid or incurred by LOC Provider for one or more of the items described, or that such amount is then payable by LOC Provider for such items. Amounts so billed shall be due and payable by Borrower within 30 days after receipt of the bill by Borrower.

Section 9.04. Notices. All notices, certificates, requests, demands and other communications provided for hereunder shall be in writing and shall be (a) personally delivered; (b) sent by registered class United States mail; (c) sent by overnight courier of national reputation; or (d) transmitted by telecopy (if also sent by nationally recognized express courier service for delivery on the next Business Day), in each case addressed to the party to whom notice is being given at its address as set forth below and, if telecopied, transmitted to that party at its telecopier number set forth below and confirmed by telephone at the telephone number set

forth below or, as to each party, at such other address or telecopier number as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (i) the date received if personally delivered, (ii) when delivered if delivered by mail, (iii) the date sent if sent by overnight courier or (iv) the date of transmission if delivered by telecopy. If notice to Borrower of any other intended actions is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in this Section) at least 10 calendar days prior to the date of intended disposition or other action.

If to Borrower: Mills College
5000 MacArthur Boulevard
Oakland, California 94613
Attention: Vice President for Finance

If to LOC Provider: Alumnae Association of Mills College
Reinhardt Alumnae House
5000 MacArthur Boulevard
Oakland, California 94613
Attention: President

Section 9.05. Binding Effect; Time of the Essence. This Credit Agreement shall inure to the benefit of and shall be binding upon LOC Provider, Borrower and their respective successors and assigns, if any. Time is of the essence.

Section 9.06. Severability. In the event any provision of this Credit Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.07. Amendments. To the extent permitted by law, the terms of this Credit Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, alteration, modification, supplement or amendment shall be effective only in the specific instance and for the specific purpose given.

Section 9.08. Execution in Counterparts. This Credit Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument and any of the parties hereto may execute this Credit Agreement by signing any such counterpart.

Section 9.09. Applicable Law. This Credit Agreement shall be governed by and construed in accordance with the laws, excluding the laws relating to the choice of law, of the State. Any action arising hereunder shall be filed and maintained in San Francisco Superior Court, California.

Section 9.10. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LOC PROVIDER AND BORROWER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO JURY

TRIAL OF ANY ACTION, PROCEEDING OR HEARING (HEREINAFTER, A "CLAIM") BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS CREDIT AGREEMENT OR ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN LOC PROVIDER OR BORROWER RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED BY THIS CREDIT AGREEMENT OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN LOC PROVIDER AND BORROWER. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS CREDIT AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR SUPPLEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS CREDIT AGREEMENT OR ANY RELATED TRANSACTIONS. IN THE EVENT OF LITIGATION, THIS CREDIT AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 9.11. Captions. The captions or headings in this Credit Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Credit Agreement.

Section 9.12. Entire Agreement. This Credit Agreement, together with the other Loan Documents (Line of Credit), constitutes the entire agreement among LOC Provider and Borrower. There are no understandings, agreements, representations or warranties, express or implied, not specified herein or therein regarding this Credit Agreement or Loan Uses financed or refinanced hereunder and thereunder. Any terms and conditions of any purchase order or other document submitted by Borrower in connection with this Credit Agreement which are in addition to or inconsistent with the terms and conditions of this Credit Agreement will not be binding on LOC Provider and will not apply to this Credit Agreement.

Section 9.13. Waiver. LOC Provider's failure to enforce at any time or for any period of time any provision of this Credit Agreement shall not be construed to be a waiver of such provision or of the right of LOC Provider thereafter to enforce each and every provision. No express or implied waiver by LOC Provider of any default or remedy of default shall constitute a waiver of any other default or remedy of default or a waiver of any LOC Provider's rights.

Section 9.14. Survivability. All of the limitations of liability, indemnities and waivers contained in this Credit Agreement shall continue in full force and effect notwithstanding the expiration or early termination of this Credit Agreement and are expressly made for the benefit of, and shall be enforceable by, LOC Provider or its successors and assigns.

Section 9.15. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary in this Credit Agreement, in no event shall this Credit Agreement require the payment

or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.

Section 9.16. Further Assurance and Corrective Instruments. The parties hereto hereby agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further acts, instruments, conveyances, transfers and assurances, as any of them reasonably deems necessary or advisable for the implementation, correction, confirmation or perfection of this Credit Agreement and any rights of such party hereunder or thereunder, provided that no party shall be required to perform or execute, acknowledge and deliver any act, instrument, conveyance, transfer or assurance that would materially modify the rights or obligations of that party or any other party hereunder.

Section 9.17. Waiver of Personal Liability. No officer, agent, director, trustee, agent or employee of the Borrower shall be individually or personally liable for the payment of any principal of or interest on the Line of Credit Loan or any sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Credit Agreement; but nothing herein contained shall relieve any such officer, agent, director, trustee, agent or employee of the Borrower from the performance of any official duty provided by law or by this Credit Agreement. No recourse under or upon any obligation, covenant or agreement contained herein shall, under any circumstances, exist or be had against any officer, agent, director, trustee, agent or employee of the Borrower as an individual.

Section 9.18. Subordination Agreement. Notwithstanding anything to the contrary herein, no payments may be paid to the LOC Provider except as expressly permitted under the Subordination Agreement. To the extent provisions of this Credit Agreement conflict with the terms of the Subordination Agreement, the terms of the Subordination Agreement shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Credit Agreement to be executed in their respective names by their duly authorized officers or officials all as of the date first written above.

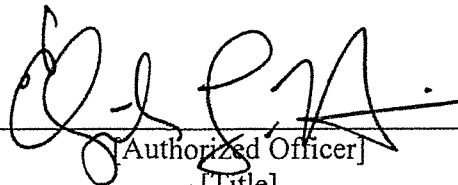
LOC PROVIDER:

ALUMNAE ASSOCIATION OF MILLS
COLLEGE

By _____
Authorized Representative

BORROWER:

MILLS COLLEGE,
a California nonprofit public benefit corporation

By:  _____, President
[Authorized Officer] [Title]

[Signature Page to Credit Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Credit Agreement to be executed in their respective names by their duly authorized officers or officials all as of the date first written above.

LOC PROVIDER:

ALUMNAE ASSOCIATION OF MILLS
COLLEGE

By: *Uji Nahka-Cawman*
Authorized Representative

BORROWER:

MILLS COLLEGE,
a California nonprofit public benefit corporation

By: _____
[Authorized Officer]
[Title]

[Signature Page to Credit Agreement]

EXHIBIT A

PROMISSORY NOTE

(Line of Credit Loan)

Principal Amount: Commitment Amount
(as defined below)

August 16, 2018

(1) Promise to Pay. In installments and at the times stated in this Note, for value received, Mills College, a California nonprofit public benefit corporation (“Borrower”), promises to pay to the Alumnae Association of Mills College (“LOC Provider”), at Reinhardt Alumnae House, 5000 MacArthur Blvd., Oakland, California 94613, or at such other place as the LOC Provider may from time to time designate in writing, the principal sum of up to the Commitment Amount (the “Loan”), with interest on outstanding principal at the interest rate provided for in this Note.

(2) Interest Rate; Payment of Principal and Interest.

2.1. Certain Definitions. For purposes of this Note, the following terms shall have the following definitions:

(a) “Closing Date” means August 16, 2018.

(b) “Commitment Amount” means a principal amount not exceeding \$2,000,000 outstanding at any time.

(c) “Interest Payment Date” means the 15th day of each month during which interest has accrued hereunder and the Maturity Date.

(d) “Credit Agreement” means that certain Credit Agreement, dated as of August 16, 2018, between LOC Provider and Borrower, in connection with this Loan.

(e) “Maturity Date” means August 15, 2019.

(f) “Note Rate” means the Prime Rate less 50 basis points.

(g) “Prime Rate” means that floating per annum rate of interest identified from time to time as the Prime Rate as published in The Wall Street Journal or any successor source for such rate, which at any time may or may not be the lowest rate charged by LOC Provider. Changes in the rate of interest resulting from a change in the Prime Rate shall take effect on the date of publication of a change in the Prime Rate, as published in The Wall Street Journal or such successor source.

2.2 Interest.

(a) The Note Rate in effect on each day shall be applicable to the current outstanding principal balance of the Note as of such day. The Note Rate shall be adjusted

concurrently with, and such adjustments shall be effective on the same date as, adjustments announced in the Prime Rate.

(b) Notwithstanding anything to the contrary contained in this Note, interest at the rates provided for in this Note shall be computed on the basis of a three hundred sixty-five (365) day year for the actual number of days during which the principal balance of this Note is outstanding.

2.3. Payments. Principal and interest shall be due and payable as follows:

(a) Interest Payments. Interest only shall be payable in arrears commencing on the first Interest Payment Date after a disbursement of Line of Credit Loan proceeds and continuing on each Interest Payment Date thereafter so long as principal amounts are outstanding hereunder until the Maturity Date.

(b) Principal Payments. The entire unpaid principal balance of this Note and all accrued and unpaid interest thereon shall be due and payable on the Maturity Date. BORROWER ACKNOWLEDGES AND AGREES THAT (1) THE LINE OF CREDIT LOAN EVIDENCED BY THIS NOTE IS NOT AN AMORTIZING LOAN; AND (2) THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE SHALL BE DUE AND PAYABLE ON THE MATURITY DATE OF THIS NOTE.

(c) Revolving Line of Credit. The Line of Credit Loan is a revolving line of credit loan, and within the limits of the Commitment Amount and subject to the terms and conditions of the Credit Agreement and the other Loan Documents (Line of Credit), Borrower may borrow, prepay pursuant to the terms hereof and reborrow the principal amount of the Line of Credit Loan. Borrower may not borrow more than the Commitment Amount at any time. This Note arises out of and is secured by the Credit Agreement executed by Borrower, and all of the terms of the Credit Agreement shall apply to this Note. All terms with an initial capital letter that are used but not specifically defined in this Note shall have the respective meanings given to such terms in the Credit Agreement.

(3) After Maturity/Default Rate of Interest. From and after either (a) the occurrence of an Event of Default (whether or not the LOC Provider has elected to accelerate unpaid principal and interest under this Note as a result of such Event of Default); or (b) the maturity of this Note (whether the stated maturity date of this Note or the maturity date resulting from the LOC Provider's acceleration of unpaid principal and interest), then in either of such circumstances, interest on the unpaid principal balance of this Note shall accrue at a rate equal to the Default Rate. The Credit Agreement also provides for late charges if any payment is paid after the due date.

(4) Waivers. Borrower and all sureties, guarantors, endorsers and other Persons liable for payment of this Note (a) waive presentment, demand for payment, protest, notice of demand, dishonor, protest and nonpayment, and all other notices and demands in connection with the delivery, acceptance, performance, default under, and enforcement of this Note; (b) waive the right to assert any statute of limitations as a defense to the enforcement of this Note to

the fullest extent permitted by law; (c) consent to all extensions and renewals of the time of payment of this Note and to all modifications of this Note by the LOC Provider and Borrower without notice to and without in any way affecting the liability of any Person for payment of this Note; and (d) consent to any forbearance by the LOC Provider and to the release, addition, and substitution of any Person liable for payment of this Note and of any or all of the security for this Note without notice to and without in any way affecting the liability of any Person for payment of this Note.

(5) Default. The Credit Agreement provides, among other things, for the acceleration of the unpaid principal balance and accrued interest under this Note upon the occurrence of certain events. The LOC Provider, at its option and without notice to or demand on Borrower or any other Person, may terminate any or all obligations which it may have to extend further credit to Borrower and may declare the entire unpaid principal balance of this Note and all accrued interest thereon to be immediately due and payable upon the occurrence of any Event of Default.

(6) Application of Payments. The Credit Agreement provides that upon the occurrence of any Event of Default, the LOC Provider, at its option, shall have the right to apply all payments made under this Note to principal, interest, and other charges, fees, costs and expenses payable by Borrower under this Note or in connection with the Line of Credit Loan in such order and amounts as the LOC Provider may determine in its sole and absolute discretion.

(7) Modifications; Cumulative Remedies; Loss of Note; Time of Essence. No modification or waiver by the LOC Provider of any of the terms of this Note shall be valid or binding on the LOC Provider unless such modification or waiver is in writing and signed by the LOC Provider. The LOC Provider's rights and remedies under this Note are cumulative with and in addition to all other legal and equitable rights and remedies which the LOC Provider may have in connection with the Line of Credit Loan. The headings to sections of this Note are for convenient reference only and shall not be used in interpreting this Note. If this Note is lost, stolen, or destroyed, upon Borrower's receipt of a reasonably satisfactory indemnification agreement executed by the LOC Provider, or if this Note is mutilated, upon the LOC Provider's surrender of the mutilated Note to Borrower, Borrower shall execute and deliver to the LOC Provider a new promissory note which is identical in form and content to this Note to replace the lost, stolen, destroyed or mutilated Note. Time is of the essence in the performance of each provision of this Note by Borrower.

(8) Attorneys' Fees. If Borrower defaults under any of the terms of this Note, Borrower shall pay all reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs, incurred by the LOC Provider in enforcing this Note immediately upon the LOC Provider's demand, whether or not any action or proceeding is commenced by the LOC Provider.

(9) Applicable Law; Prepayment; Successors. This Note shall be governed by and interpreted in accordance with the laws of the State of California. Borrower shall have the right to prepay all or part of the outstanding principal balance of this Note at any time without payment to the LOC Provider of a prepayment fee or charge. This Note shall inure to the benefit of the LOC Provider and its successors and assigns.

(10) Prime Rate. If the Prime Rate ceases to be made available, the LOC Provider shall select an alternate index as a substitute for the Prime Rate (the "Substituted Index") which, in the LOC Provider's good faith judgment, is comparable to the Prime Rate and which is not likely to result in the Note Rate being substantially different than if such prior Prime Rate had continued to be made available and to the extent necessary in the reasonable judgment of the LOC Provider an adjustment in the spread may be made to correspond to the rates expected under the Substituted Index.

(11) Renewal. This Note is renewable at the sole discretion of LOC Provider upon the execution by Borrower and the written acceptance by LOC Provider of a supplement to this Note in the form attached as Attachment A hereto.

BORROWER:

MILLS COLLEGE,
a California nonprofit public benefit corporation

By: _____
[Authorized Officer]
[Title]

ATTACHMENT A

**SUPPLEMENT TO PROMISSORY NOTE
EXTENDING MATURITY DATE**

This Supplement to Promissory Note, dated August _____, 20__ (this "Supplement to Note"), by Mills College, a California nonprofit public benefit corporation ("Borrower") in favor of the Alumnae Association of Mills College ("LOC Provider"), hereby supplements the Promissory Note, dated _____, 20__, as supplemented by any prior supplements (the "Note").

The Maturity Date of the Note is hereby amended to be _____, 20__.

[Describe any other changes to the terms of the Note, such as rate etc.]

Other than as provided in this Supplement to Note, the Note shall continue in full force and effect. In order to be effective, this Supplement to Note must be signed by an authorized representative of both Borrower and LOC Provider.

BORROWER:

MILLS COLLEGE,
a California nonprofit public benefit corporation

By: _____
Authorized Representative

Accepted by:

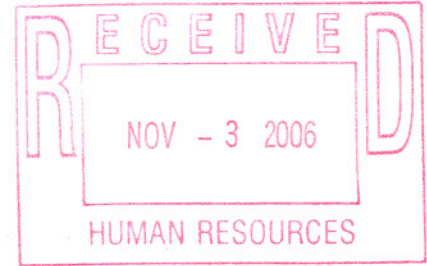
LOC PROVIDER:

ALUMNAE ASSOCIATION OF MILLS COLLEGE

By _____
Authorized Representative

EXHIBIT 2

State of California
Secretary of State



**CERTIFICATE OF STATUS
DOMESTIC CORPORATION**

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That on the **7TH day of OCTOBER, 1885, MILLS COLLEGE** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

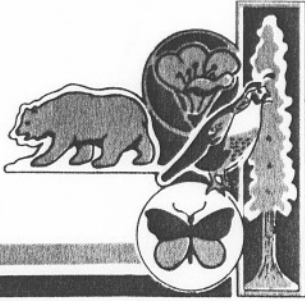
That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 1, 2006.



A handwritten signature in black ink that reads "Bruce McPherson".

BRUCE McPHERSON
Secretary of State



State of California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

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

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

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

MAY 10 1990



March Fong Eu

Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
MILLS COLLEGE

**ENDORSED
FILED**
In the office of the Secretary of State
of the State of California

MAY 9 1990

MARCHFONGEU, Secretary of State

Mary S. Metz and Betsy van Patten certify that:

1. They are the President and the Secretary, respectively, of Mills College, a California nonprofit public benefit corporation.

2. ARTICLE THIRD of the articles of incorporation of this corporation is amended to read as follows:

"ARTICLE THIRD: 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/or charitable purposes.

The purposes for which the corporation is formed are to receive from the corporation or body known as "The President and Board of Trustees of Mills Seminary College" conveyances of all the property, rights and franchises belonging to or vested in that corporation or body; and thereafter to maintain an institution of learning of the college or university grade for the education of young women; provided, however, Mills College may admit men students to its courses of study on terms and conditions as shall, from time to time, be determined by the trustees of this corporation; to grant to its students and other persons such honorary testimonials and confer such honors, degrees and diplomas as are granted or conferred by any university, college or seminary of learning in this State; provided that no such testimonials, honors, degrees or diplomas shall be conferred except by the vote of a majority of the trustees of this corporation. The institution and teaching therein shall not be sectarian.

This corporation is organized exclusively for charitable, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law."

3. The foregoing amendment of the articles of incorporation of this corporation has been duly approved by the Board of Trustees.

4. The corporation has no members.

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

DATE: May 3, 1990.

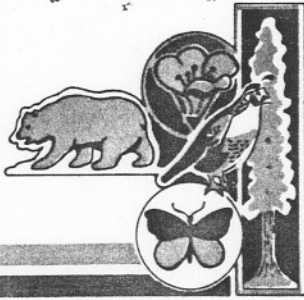


Mary S. Metz, President



Betsy van Patten, Secretary

A374386



State
of
California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

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

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

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

AUG 15 1989



March Fong Eu

Secretary of State

A374386

CERTIFICATE OF AMENDED
AND RESTATED
ARTICLES OF INCORPORATION
OF
MILLS COLLEGE

ENDORSED
FILE
In the office of the Secretary of State
of the State of California

JUL 31 1989

MARCH FONG EU, Secretary of State

Mary S. Metz and Betsy van Patten certify that:

1. They are the President and the Secretary, respectively, of Mills College, a California nonprofit public benefit corporation.

2. The articles of incorporation of this corporation are amended and restated to read in full as follows:

"ARTICLE FIRST: The name of this corporation is Mills College.

ARTICLE SECOND: In accordance with the provisions of Section 9913 of the California Corporations Code, this corporation elects to be governed by all of the provisions of the California Nonprofit Public Benefit Corporation Law not otherwise applicable to this corporation under Sections 9910-9927 of the Corporations Code.

ARTICLE THIRD: 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/or charitable purposes.

The purposes for which the corporation is formed are to receive from the corporation or body known as "The President and Board of Trustees of Mills Seminary College" conveyances of all the property, rights and franchises belonging to or vested in that corporation or body; and thereafter to maintain an institution of learning of the college or university grade for the education of young women; provided, however, Mills College may admit men students to its courses of study on terms and

conditions as shall from time to time be determined by the trustees of this corporation; to grant to its students and other persons such honorary testimonials and confer such honors, degrees and diplomas as are granted or conferred by any university, college or seminary of learning in this State; provided that no such testimonials, honors, degrees or diplomas shall be conferred except by the vote of a majority of the trustees of this corporation. The institution and teaching therein shall not be sectarian.

This corporation is organized exclusively for charitable, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law.

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

(b) All corporate property is irrevocably dedicated to the purposes set forth in ARTICLE THIRD, above. No part of the net earnings of this corporation shall inure to the benefit of any of its trustees, officers, or to any individual.

(c) On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to such organization (or organizations) organized and operated

exclusively for charitable, scientific, literary, or educational purposes which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law) and which has established its tax-exempt status under Section 23701d of the California Revenue and Taxation Code (or the corresponding section of any future California revenue and tax law)."

3. The foregoing amendment and restatement of the articles of incorporation of this corporation has been duly approved by the Board of Trustees.

4. The corporation has no members.

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

DATED: July 5, 1989



Mary S. Metz, President



Betsy van Patten, Secretary

EXHIBIT 3

BYLAWS
OF
MILLS COLLEGE
A California Nonprofit Public Benefit Corporation

(Amended and restated, and adopted by the Board of Trustees at its meeting on March 4, 2021.)

I. NAME & LOCATION

1.1 Name. The name of this corporation is MILLS COLLEGE (hereinafter the “College”).

1.2 Principal Place of Business. The initial principal office of the corporation shall be located in the City of Oakland, County of Alameda, State of California. The Board of Trustees may at any time, or from time to time, change the location of the principal office from one location to another within said city and county. The Board of Trustees may at any time establish branch locations at any place where the corporation is qualified to do business.

II. PURPOSE

2.1 Purpose. The College is a nonprofit, public benefit corporation and is organized under the California Nonprofit Public Benefit Corporation Law (the “Law”) for public purposes. Specifically, the purpose of the College is to educate students to think critically and communicate responsibly and effectively, to accept the challenges of their creative visions, and to acquire the knowledge and skills necessary to effect thoughtful changes in a global, multicultural society, and as set forth in the Third Article of the College’s Articles of Incorporation.

2.2 Limitations. The College shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in the Third Article of the College’s Articles of Incorporation. The College may not carry on any activity for the profit of its Trustees, Officers or other persons or distribute any gains, profits or dividends to its Trustees or other persons as such. Furthermore nothing in these bylaws shall be construed as allowing the College to engage in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) or (ii) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

2.3 Property Dedicated to Nonprofit Purposes. All College property is irrevocably dedicated to the purposes set forth in in the Third Article of the College’s Articles of Incorporation. No part of the net earnings of the College shall inure to the benefit of any of its Trustees, Officers, or to any individual, except that the College is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in 2.1.

2.4 Distribution of Assets Upon Dissolution. On the winding up and dissolution of the College, after paying or adequately providing for the debts, obligations, and liabilities of the College, the remaining assets of the College shall be distributed to an organization (or organizations) organized and operated exclusively for charitable, scientific, literary, or educational purposes which has

established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law) and which has established its tax-exempt status under Section 2370ld of the California Revenue and Taxation Code (or the corresponding section of any future California revenue and tax law).

2.5 Political Activities. The College has been formed under California Nonprofit Corporation Law for the charitable purposes described in in the Third Article of the College’s Articles of Incorporation and it shall be nonprofit and nonpartisan. No substantial part of the activities of the College shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the College shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

III. BOARD OF TRUSTEES

3.1 Powers. The College shall be governed by a board of directors (referred to herein as the “Board of Trustees,” the “Board” or “Trustees”), by whom all powers of the College shall be exercised and under whose authority the business and affairs of the College shall be controlled.

3.2 Number. The Board of Trustees shall consist of a total of forty-two (42) Trustees (excluding Honorary Trustees) each of whom has full voting privileges, unless changed by an amendment to these Bylaws.

3.3 Classification and Term of Office. All Trustees shall be elected by the Board, except for (i) the President of the Alumnae Association of Mills College (hereinafter “AAMC”) and Trustees designated by the AAMC (collectively “Alumnae Trustees”) and (ii) the President of the College (“President”), who shall be a Trustee as provided in Paragraph 7.3.1. The members of the AAMC shall elect three of its members to the Board, which individuals shall possess the knowledge, experience, ability and interest qualifying them to be Trustees. Each Trustee elected by the AAMC shall be designated from among those candidates nominated by the AAMC Board of Governors' Nominating Committee. In addition to the three Trustees elected by the AAMC, the President of the AAMC shall also serve as an *ex officio* member of the Board of Trustees.

Trustees may include, when so elected by the Board: (i) Recent Graduate Trustees (two recent graduates who have graduated within the past two years) of the College’s undergraduate or graduate programs); (ii) Trustees Emeritae/Emeriti (a former Trustee who served on the Board for at least nine (9) years and is at least sixty-five years of age, or a former Trustee who served as a Board Chair).

The Board may elect as an Honorary Trustee a former Trustee who served on the Board for at least nine years and is at least sixty-five years of age, or a former Trustee who served as a Board Chair. Honorary Trustees serve at the pleasure of the Board without term limits and are invited to participate in Board meetings and other Board functions without voting privileges.

3.4. Term of Trustees.

3.4.1 Trustees. Unless otherwise specified herein, the term of office of each Trustee shall be three (3) academic years. Unless otherwise specified herein, a Trustee may be nominated for reelection as a Trustee for one or more additional terms. Except as

otherwise designated by the Board at the time of election or when filling a vacancy, the term of each newly-elected Trustee shall commence on July 1 following their election. A Trustee shall continue in office until a successor has been elected or designated, as the case may be, and qualifies for office, or such Trustee resigns or is removed from office.

3.4.2 Alumnae Trustees. The term of office of each Alumnae Trustee shall be three academic years. After serving two consecutive terms, Alumnae Trustees shall be ineligible for reelection as Alumnae Trustees.

3.4.3 Recent Graduate Trustees. The term of office of each Recent Graduate Trustee shall be three academic years. After serving one term, Recent Graduate Trustees shall be ineligible for reelection as a Recent Graduate Trustee.

3.4.4 Trustees Emeritae/Emeriti. The term of office of each Trustee Emeritae/Emeriti shall be six academic years.

3.5 Restriction Regarding Interested Trustees. Notwithstanding any other provision of these Bylaws, not more than forty-nine percent (49%) of the persons serving on the Board and no more than one (1) person per family serving on the Board, may be interested persons. For purposes of this paragraph, "interested persons" means:

(a) Any person currently being compensated by the College for services rendered to 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 Trustee in their capacity as a Trustee; 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 person described in subparagraph (a) above.

3.6 Vacancies. In the case of any vacancy among the Trustees due to death, resignation, disqualification, or other cause, the Board of Trustees may elect a successor to hold office for the remainder of the term of the departed Trustee. Any such vacancy among Alumnae Trustees may be filled by AAMC's Board of Governors from a list of candidates proposed by its nominating committee.

3.7 Removal of a Trustee. The Board, by a majority vote of the Trustees, including the President, may declare vacant the office of any Trustee, excluding the President and the AAMC President, (1) who fails or ceases to meet the requirement to attend at least three (3) regular meetings within an academic year, (2) for cause as specified in the California Corporations Code, (3) for breach of fiduciary duties owed to this Corporation, or (4) for actions inimical to the best interests of this Corporation and the educational mission that it serves. If questioned, the adequacy of the reason for absence shall be determined by the Board of Trustees in its sole and absolute discretion.

3.8 Resignation. Except as provided in this Section, any Trustee may resign by giving written notice to the Board Chair, the President, the Secretary, or the Board as a whole. Such a written

resignation will be effective on the later of (i) the date it is delivered or (ii) the time specified in the written notice that the resignation is to become effective. No Trustee may resign if the College would then be left without a duly elected Trustee or Trustees in charge of its affairs, except upon notice to the California Attorney General.

IV. MEETINGS OF THE BOARD OF TRUSTEES

4.1 Place of Meetings. Meetings of the Board of Trustees may be held on the campus of the College, in Oakland, California, or at any other place within the State of California that the Board Chair may from time to time designate.

4.2 Regular Meetings. Regular meetings of the Board of Trustees shall be held at least four (4) times during each academic year on dates and at hours as determined by the Board Chair and President. One of the regular meetings, whenever possible, shall be held in May during the week preceding Commencement Exercises and shall be designated the Annual Meeting, at which meeting officers of the Board, Committee Chairs, and Trustees for the ensuing academic year shall be elected.

4.3 Special Meetings. Special meetings of the Board of Trustees shall be held when called by the Board Chair, or, in the Board Chair's absence, inability, or refusal to act, by the Vice Chair, the President, or any two (2) Trustees.

4.4 Notice of Meetings.

(a) Written notice of the time and place of each regular meeting of the Board of Trustees (except an adjourned meeting) shall be given to each Trustee at least seven (7) calendar days before the date of the meeting. In case such notice is mailed, it shall be deposited in the United States mail addressed to the Trustee at their address as it appears on the records of the College at least seven (7) days prior to the date of the meeting or such notice may be given at least four (4) days prior to the date of the meeting, personally or by telephone, facsimile or electronic mail delivered or transmitted to the Trustee. Such deposit in the mail, delivery to a common carrier, transmission by electronic means or delivery, personally or by telephone, as above provided, shall be due, legal and personal notice to such Trustees.

(b) Notice of the time and place of a special meeting of the Board of Trustees (except an adjourned special meeting) shall be given to each Trustee, prior to the date of the meeting. In case such notice is mailed, it shall be deposited in the United States mail addressed to the Trustee at their address as it appears on the records of the College at least four (4) days prior to the date of the meeting, or it may be delivered personally or telephoned, telegraphed or sent by facsimile transmission or electronic communication to the Trustee at least forty-eight (48) hours prior to the time of the holding of the meeting.

(c) Copies of all notices shall be maintained by the Secretary.

4.5 Quorum. At all meetings of the Board of Trustees, one-third (1/3) of the number of Trustees then in office (excluding any Honorary Trustees) shall constitute a quorum for the

transaction of business, except to adjourn. In the absence of a quorum, a majority of the voting Trustees present at a meeting may adjourn the meeting to resume at a later stated date and hour. If the meeting is adjourned for more than twenty-four (24) hours, notice of the time and place of holding an adjourned meeting shall be given to Trustees who were not present at the time of the adjournment. Every action taken or decision made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be the act of the Board of Trustees, subject to the more stringent provisions of these Bylaws or the California Nonprofit Public Benefit Corporation Law, which requires a majority vote of Trustees then in office for the (i) approval of contracts or transactions in which a Trustee has a direct or indirect material financial interest (provided that the vote of any interested Trustee is not counted); (ii) removal of a Trustee without cause; (iii) creation of and appointments to committees of the Board having the authority of the Board; and (iv) indemnification of Trustees. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of Trustees, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

4.6 Participation at Meetings. Trustees may participate in a meeting through the use of telephone conference, electronic video screen communication or similar communications equipment so long as all Trustees participating in such meeting can hear one another and communicate clearly and concurrently and so long as they are provided the means of participating in all matters at the meeting, including the capacity to propose or interpose an objection to a specific action to be taken by the Board. Such participation constitutes presence in person at such meeting.

4.7 Order of Business; Executive Session. At all meetings of the Board of Trustees, business shall be transacted in such order as the Board Chair may from time to time determine. The Board Chair at any meeting of the Board of Trustees may call an executive session from which employees of the College, including the President, may be excluded.

4.8 Action of the Board by Unanimous Written Consent. Any action required or permitted to be taken by the Board may be taken without a meeting if all the Trustees are contacted and all (excluding any "interested" Trustees), individually or collectively, consent in writing to such action. Such written consent 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 a unanimous vote by such Trustees taken at a meeting. For the purposes of this paragraph, a Trustee shall be defined as an "interested" Trustee with respect to any transaction(s) between the College and (i) that Trustee or Trustee's Family Members (spouse, parents, sibling, child, or spouse of a sibling, domestic partner or a person with whom one cohabits), (ii) an entity in which a Trustee or any person or entity described in (i), has ownership interests, whether in the form of equity or debt, in the aggregate of more than 35 percent (a material financial interest), or (iv) an entity in which the Trustee is an officer, director, trustee or employee. A Trustee shall also be defined as an "interested" Trustee with respect to any transaction(s) in which (i) there may be an actual or perceived conflict of interest, including any transaction in which the interests of the Trustee may be seen as competing with the interests of the College; or (ii) A Potential Excess Benefit Transaction under Section 4958 of the Internal Revenue Code.

V. OFFICERS OF THE BOARD OF TRUSTEES

5.1 Number. The officers of the Board of Trustees shall be a Chair and a Vice Chair, each of whom shall be an Elected Trustee, and a Secretary (who shall also be the Secretary of the College) and an Assistant Secretary, each of whom may, but need not, be a Trustee or an employee of the College. The Board of Trustees shall have the power to create from time to time such other officers as it may deem necessary.

5.2 Election and Term of Office. The officers shall be elected by the Board of Trustees at the Annual Meeting. They shall be chosen from a list of nominees presented by the Executive Committee. They shall hold office for one academic year following such Annual Meeting beginning July 1 until their successors are elected and shall serve at the pleasure of the Board.

5.3 Duties and Authorities.

5.3.1 Board Chair. The Board Chair shall:

- (a) Preside at all meetings of the Board of Trustees;
- (b) Be an *ex officio* member with voting privileges of all Standing Committees of the Board of Trustees;
- (c) Sign, as Board Chair, on behalf of the College, all documents which require the Board Chair's signature;
- (d) Sign, together with the President, the diplomas of all persons receiving degrees from the College; and
- (e) Perform such other duties as may be delegated by the Board of Trustees.

5.3.2 Vice Chair. The Vice Chair shall, in the case of absence, disability, or death of the Board Chair, perform the duties and exercise the powers of the Board Chair, and perform such other duties as may be delegated to the Vice Chair by the Board of Trustees.

5.3.3 Secretary and Assistant Secretary. The Secretary, or the Assistant Secretary, shall:

- (a) Attend all meetings of the Board of Trustees;
- (b) Prepare and record the minutes of all meetings of the Board of Trustees and all resolutions and actions taken by written consent, and obtain and maintain a complete record of the minutes of the meetings of the Committees;
- (c) Prepare and give all notices of meetings of the Board of Trustees and such other notices as the Board Chair or the Chairs of the Standing Committees may direct;
- (d) Transmit, or cause to be transmitted, to each Trustee and other distributees specified by the Board of Trustees, a copy of the minutes of all meetings of the Board of Trustees and Standing Committees, except for the confidential minutes of closed meetings or executive sessions, which shall be distributed only to those Trustees and committee members eligible to attend such meetings;
- (e) Keep the corporate seal of the College and affix it to all instruments or documents requiring a seal; and
- (f) Generally perform all such duties as pertain to the office of Secretary, and as are reasonably required by the Board of Trustees.

5.4 Vacancies. If the office of any officer becomes vacant by reason of death, resignation, removal, or otherwise, the Board of Trustees shall elect a successor, who shall hold office for the unexpired term of such departing officer, until a successor is elected.

VI. COMMITTEES OF THE BOARD OF TRUSTEES

6.1 Standing Committees.

6.1.1 Identity. The Board of Trustees shall have the following Standing Committees. In addition to the committee descriptions set forth herein, each committee shall have a written charter that describes composition, purpose, and primary responsibilities as approved by the Board of Trustees. Each committee shall review such statements for their appropriateness and adequacy regularly.

Academic and Student Experience Committee
Audit and Enterprise Risk Committee
Executive Committee
External Engagement Committee
Resources and Sustainability Committee

The Board of Trustees may, from time to time, establish such other Standing Committees as it may deem desirable, which shall be created only by the vote of a majority of the number of voting Trustees then in office, provided that any other such Standing Committee that can exercise the authority of the Board of Trustees shall be comprised solely of Trustees.

The Board Chair and the President shall be *ex officio* members with voting privileges of all Standing Committees.

6.1.2 Election. At its Annual Meeting, the Board of Trustees shall elect the Chair of each Standing Committee and all members of each Standing Committee, except those serving thereon by virtue of designation described herein, from a list of nominees presented by the Executive Committee or from nominations made from the floor. Members of any Standing Committee who can exercise the authority of the Board of Trustees, specifically the Executive Committee, the Audit and Enterprise Risk Committee, and the Resources and Sustainability Committee shall be elected only by a majority of the number of voting Trustees then in office. Those elected shall hold office for the following academic year, beginning July 1.

Vacancies in the office of Chair of a Standing Committee shall be filled in the manner described at any meeting following the occurrence of the vacancy.

6.1.3 Meetings and Notice of Meetings. Each Standing Committee shall meet as often as its business requires, on the call of the Chair or any two (2) members of the committee. Written notice of each meeting shall be given to each committee member prior to the meeting. In case such notice is mailed, it shall be deposited in the United States mail addressed to the Trustee at their address as it appears on the records of the College at least seven (7) days prior to the date of the meeting, or it may be delivered personally or

telephoned, telegraphed or sent by facsimile transmission or electronic communication to the Trustee at least four (4) days prior to the date of the meeting. Committee members may participate in a meeting through the use of telephone conference or similar communications equipment so long as all committee members participating in such meeting can clearly and concurrently hear one another and so long as they are provided the means of participating in all matters at the meeting, including the capacity to propose or interpose an objection to a specific action to be taken by the committee. Such participation constitutes presence in person at such meeting.

6.1.4 Quorum. With the exception of the Executive Committee, five (5) members of any Standing Committee or the majority of the Trustees sitting on such committee (whichever is the lesser number), not including Honorary Trustees, and advisory members, shall constitute a quorum.

6.1.5 Order of Business; Executive Session. At all meetings of Standing Committees, business shall be transacted in such order as the Chair of each Standing Committee may from time to time determine. A Committee Chair at any meeting of a Standing Committee may call an executive session from which employees of the College, including the President, may be excluded.

6.1.6 Action of Standing Committees by Unanimous Written Consent. Any action required or permitted to be taken by a Standing Committee may be taken without a meeting if all the committee members are contacted and all (excluding any “interested” committee members), individually or collectively, consent in writing to such action. Such written consent shall be filed with the minutes of the proceedings of the Standing Committee. Such action by written consent shall have the same force and effect as a unanimous vote by such Trustees taken at a meeting. For the purposes of this paragraph, a committee member shall be defined as an “interested” committee member with respect to any transaction(s) between the College and (i) that committee member or the committee member’s Family Members (spouse, parents, sibling, child, or spouse of a sibling, domestic partner or a person with whom one cohabits), (ii) an entity in which a committee member or any person or entity described in (i), has ownership interests, whether in the form of equity or debt, in the aggregate of more than 35 percent (a material financial interest), or (iv) an entity in which the committee member is an officer, director, trustee or employee. A committee member shall also be defined as an “interested” committee member with respect to any transaction(s) in which (i) there may be an actual or perceived conflict of interest, including any transaction in which the interests of the committee member may be seen as competing with the interests of the College; or (ii) A Potential Excess Benefit Transaction under Section 4958 of the Internal Revenue Code.

6.2 Executive Committee. The Executive Committee shall consist of the Board Chair and Vice Chair of the Board of Trustees, the Chairs of the Academic and Student Experience, Audit and Enterprise Risk, External Engagement, and Resources and Sustainability committees, the President, and any other Trustees nominated by the Executive Committee and elected by the Board. The Board Chair shall be Chair of the Committee. The Committee shall meet at the call of the Board Chair or the President or any two (2) members of the Committee. The Board Chair or

Vice Chair or the President and any three (3) other voting members of the Committee shall constitute a quorum.

The Executive Committee shall have and may exercise to the fullest extent permissible by law all the powers of the Board of Trustees, provided however that the Executive Committee shall not have the right to:

- approve any action for which the Law also requires approval of the “members”, as defined by the Law, of the College, whether or not the College has such members at that time;
- fill vacancies on the Board of Trustees or on any committee of the Board;
- fix any compensation of the Trustees for serving on the Board or on any committee thereof;
- amend or repeal the bylaws or adopt new bylaws;
- amend or repeal any resolution of the Board of Trustees which by its express terms is not so amendable or repealable;
- create committees of the Board of Trustees or appoint members thereto;
- expend or approve the expenditure of funds of the College to support a nominee for Trustee;
- approve of any self-dealing transaction (as defined by California Corporations Code section 5233 or any successor section thereto) involving a Trustee on the Executive Committee except in compliance with California Corporations Code subparagraph 5233(d)(3);
- incur obligations binding upon the College in excess of \$750,000. Obligations under this amount must be ratified at the next meeting of the Board of Trustees;
- dispose of real property;
- determine the general policies of the College; or
- elect or remove the President.

All actions taken by the Executive Committee shall be reported to the Board of Trustees at its meeting next succeeding such actions and shall be subject to revision, revocation or alteration by the Board of Trustees, provided that no rights of third persons shall be adversely affected thereby.

6.4 Audit and Enterprise Risk Committee. Each year the Audit and Enterprise Risk Committee shall engage an independent auditor to audit annual financial statements using generally accepted accounting principles. The audit shall be conducted in conformity with generally accepted auditing standards. The Audit and Enterprise Risk Committee shall approve the annual audited financial statements for the College. The Audit and Enterprise Risk Committee shall direct the auditor to review best practices at the College. After reviewing and approving the Auditor’s report and recommendations, the Audit and Enterprise Risk Committee will report thereon to the Board. The President and the Vice President for Finance and Administration/Treasurer shall not be members of the Audit and Enterprise Risk Committee. Members of the Resources and Sustainability Committee shall constitute less than 50% of the membership of the Audit and Enterprise Risk Committee.

6.3 Resources and Sustainability Committee. The Resources and Sustainability Committee shall exercise general oversight over the College's fiscal stability and long-term economic health, including net enrollment revenues; invested assets, including endowment, planned giving, and employee retirement plans; and campus and physical assets, and technologies. It shall oversee the preparation of the College's budget and periodic financial statements. It shall, with the advice of the Vice President for Finance and Administration/Treasurer of the College, designate depositories for the funds and securities of the College. The Resources and Sustainability Committee shall submit to the Board of Trustees each year a salary budget, fee schedule, financial aid budget, and endowment expenditure rate for the following academic year. It shall also submit a detailed budget at the Annual Meeting. Once approved by the Board of Trustees, such budget shall be the authority for incurring the expenditures set forth therein. The Resources and Sustainability Committee, meeting as a committee of the Board of Trustees shall have the power to authorize the short-term borrowing of money necessary for temporary or emergency purposes. All borrowing that exceeds one year in duration or exceeds \$5,000,000, regardless of purpose, must be submitted to the Resources and Sustainability Committee and then to the Board of Trustees for approval.

The Resources and Sustainability Committee shall recommend investment policies to the Board of Trustees and implement them upon approval of the Board of Trustees.

In accordance with investment policies approved by the Board of Trustees, the Resources and Sustainability Committee shall select investment managers and investment consultants and shall provide guidelines to the investment managers for the management of the College's portfolio. The Resources and Sustainability Committee may delegate to investment managers and to the Vice President for Finance and Administration/Treasurer authority to invest, reinvest, purchase, sell, assign and transfer the securities.

The Resources and Sustainability Committee shall regularly report on its activities to the Board of Trustees.

The chair of the Audit and Enterprise Risk Committee shall not be a member of the Resources and Sustainability Committee.

College.

6.6 Additional Duties and Reports of Standing Committees. Each Standing Committee shall perform such additional functions as may be directed by the Board of Trustees. Except as otherwise provided in these Bylaws, no Standing Committee can take actions that bind the Board of Trustees or the College without the express prior approval of the Board of Trustees. A Standing Committee, which has voting members who are not Trustees shall be advisory only and shall never be delegated authority to bind the College or the Board of Trustees. The delegation of the oversight of certain of the College's activities to such Standing Committees is permissible provided that the activities and affairs of the College shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Trustees. Each Standing Committee shall report its actions (and those of its subcommittees) and its recommendations to the Board of Trustees at the next regular meeting thereof and any such actions shall be subject to revocation, revision or alteration by the Board of Trustees, provided that no rights of third persons shall be

adversely affected thereby.

A Standing Committee may, whenever it deems it advisable, establish a subcommittee to carry out specific functions assigned to it by such Standing Committee and the Standing Committee shall appoint the members of such subcommittee. Standing Committees may invite faculty or staff of the College, students, or members of the AAMC or others to attend their meetings to advise or staff the Committees.

6.7 Special (Ad Hoc) Committees. Special Committees may be established by the Board of Trustees with such membership and powers and duties as the Board of Trustees may determine, except as limited by law.

VII. THE COLLEGE

7.1 Number, Appointment and Terms of College Officers. The officers of the College (the "College Officers") shall be a President, a Provost and Dean of the Faculty, a Vice President for Finance and Administration/Treasurer, and such other officers as may from time to time be appointed by the Board of Trustees. Such other officers shall have such primary duties and responsibilities as shall be recommended by the President and approved by the Board of Trustees.

The College Officers shall be appointed by the Board of Trustees and shall hold office at the pleasure of the Board of Trustees, subject to the rights of such College Officer under any employment contract or applicable law. Unless permitted by law, the chief executive officer and chief financial officer shall not be the same individual.

7.2 Other Administrative Staff. The President shall appoint other administrative staff as necessary to conduct the business of the College.

7.3 Duties and Authority.

7.3.1 President. The President shall be the chief executive officer and educational head of the College and shall carry out the policies of the Board of Trustees, attend to all matters entrusted to the President's care by the Board, and exercise such general supervision and direction over College affairs as will promote the mission of the College.

The President shall be the chief executive officer of the Faculty, and a member of all Faculty Committees, except the Committee on Appointment, Promotion and Tenure and the Committee on Committees, and shall have authority to convene meetings of the Faculty.

The President shall be an *ex officio* member of the Board of Trustees with full voting privileges. The President shall be the official medium of communication between the Faculty, the Students and the College Officers, and the Board of Trustees, and shall keep the Board informed of all important proceedings of Faculty meetings.

The President shall be the Chief Executive Officer of the administration of the College, responsible to the Board of Trustees for the execution of all administrative functions.

The President shall recommend to the Board of Trustees, through the Academic and

Student Experience Committee, the appointment or promotion of or change in the Faculty and educational staff and, through the Executive Committee, the appointment and conditions of employment of the College Officers.

The President shall report to the Board of Trustees at each of its regular meetings on matters of importance to the College and shall make an annual report at the first Board of Trustees meeting in each academic year on the business and affairs of the College during the preceding academic year and on its condition at the end of such academic year. The President shall present for consideration at any Board of Trustees meeting measures deemed necessary or expedient for the welfare of the College.

The President shall, together with the Board Chair, sign the diplomas of all persons receiving degrees from the College.

The President shall designate an Acting President to serve during any short-term temporary absence of the President, upon confirmation by the Board of Trustees if the absence exceeds thirty (30) days.

If the office of the President becomes vacant by reason of disability, death, resignation, removal, or otherwise, the Board of Trustees shall appoint an Acting President.

7.3.2 Provost and Dean of the Faculty. The Provost and Dean of the Faculty shall be the ranking educational officer of the College, second only to the President, shall be an advisory (without vote) member of the Academic and Student Experience Committee of the Board of Trustees, and shall be concerned with the administration of educational policies, regulations and decisions made by the Faculty and its committees, and with such other matters as may be delegated to the Provost and Dean of the Faculty by the President.

7.3.3 Vice President for Finance and Administration/Treasurer. The Vice President for Finance and Administration/Treasurer, under the supervision of the President, shall be the chief financial officer of the College and shall be responsible for the financial and administrative services of the College.

The Vice President for Finance and Administration/Treasurer shall keep, or cause to be kept, proper books of account and investment records, which shall be open to inspection at all times by the Board of Trustees, the Audit and Enterprise Risk Committee, the Resources and Sustainability Committee, and the President.

The Vice President for Finance and Administration/Treasurer shall receive and collect all monies and properties owing or belonging to the College, shall pay all bills, once validated within the respective budget allocations, shall attend to the collection of rents, the making of repairs to College property, the payment of taxes, the keeping of the College properties properly insured, and all other matters incidental to the proper care and management of such properties.

The Vice President for Finance and Administration/Treasurer shall have authority to draw

checks against deposits standing in the name of the College in any bank or trust company and to endorse for collection any checks, notes, drafts, and the like drawn to the order of the College.

The Vice President for Finance and Administration/Treasurer shall prepare, with the approval of the President, a statement showing the financial condition of the College at the close of each academic year, the financial transactions during that year, and comparative data for the previous academic year, to be rendered as early as practicable after the close of each fiscal year to the Resources and Sustainability Committee and to the Board of Trustees.

The Vice President for Finance and Administration/Treasurer shall be an advisory (without vote) member of the Audit and Enterprise Risk Committee and the Resources and Sustainability Committee of the Board of Trustees.

If the office of the Vice President for Finance and Administration/Treasurer becomes vacant by reason of disability, death, resignation, removal, or otherwise, the President, with the approval of the Chair of the Resources and Sustainability Committee, shall designate a College employee to perform the functions of the office temporarily.

VIII. THE FACULTY

8.1 Organization. Voting members of the Faculty of the College in meetings of the Faculty as a whole shall be the President, the Provost and Dean of the Faculty, the Dean of Students, the College Librarian, all salaried professors in any grade and salaried instructors who are employed at least two-thirds (2/3) of the time in the semester in which the Faculty meeting is being held or who have been employed by the College to teach at least one course per year for three (3) consecutive years. Voting members of the Faculty in division and departmental meetings shall be the President and all salaried members of the divisions or departments. The Faculty shall hold such meetings during the academic year as it may determine and shall keep a record of its proceedings.

Subject to the ultimate power and direction of the Board of Trustees to manage the activities and affairs of the College and exercise all corporate powers, the Faculty shall prescribe the requirements for admission, courses of study, conditions of graduation, the nature of degrees to be conferred, and regulations for the conduct of the educational work of the College, and provide directly or indirectly the necessary organization for the conduct of student life and activities. It shall recommend to the Academic and Student Experience Committee candidates for degrees in courses.

No exercise of the powers herein conferred on the Faculty, which in the judgment of the President involves a major issue in the educational policy or social functioning of the College, shall take effect without the concurrence of the President and the approval of the Board of Trustees.

8.2 Contracts with the Faculty. Individual Faculty members for whom tenure-track or endowed chair appointment is proposed shall be appointed by the Board of Trustees, upon the recommendation of the President and the Board of Trustees' Academic and Student Experience Committee. Adjunct faculty appointments may be approved by the Provost and Dean of the

Faculty.

The term of a tenure-track Faculty member's current employment, together with provisions as to their classification, tenure, advancement, dismissal, leaves of absence, pensions, insurance, retirement, and any other benefits or obligations, shall be expressed in a letter to them from the President.

IX. ASSOCIATED STUDENTS

With the assent of the Board of Trustees, the President and Faculty of Mills College shall grant to the Associated Students of Mills College (the "ASMC"), subject to revocation at any time at the discretion of the President and Faculty of the College, power to organize the non-academic activities of campus life, and to enforce its organizational standards of conduct by appropriate measures short of suspension or expulsion from the College without prejudice to the disciplinary authority of the President and Faculty. The constitution and bylaws of the Associated Students and all amendments thereto shall be submitted to the President for approval and shall not be effective until such approval shall have been granted.

X. AMENDMENT TO THE BYLAWS

These Bylaws may be altered or amended at any meeting of the Board of Trustees at which a quorum is initially present by a two-thirds vote of the voting Trustees present, provided that notice of the proposed changes have been given to each member of the Board in or prior to the notice for the meeting.

XI. INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES AND OTHER AGENTS

11.1 Definitions for the Purpose of This Article.

(a) Agent. "Agent" means any person who is or was a trustee, *ex officio* trustee, officer, employee, or other agent of the College or is or was serving at the request of the College as a trustee, *ex officio* trustee, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a trustee, *ex officio* trustee, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the College or of another enterprise at the request of the predecessor corporation;

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

(c) Expenses. "Expenses" means, without limitation, all attorneys' fees, costs, and any other expenses incurred in the defense of any claims or proceedings against an Agent by reason of the Agent's position or relationship as Agent and all attorneys' fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.

11.2 Successful Defense by Agent. To the extent that an Agent of this College has been successful on the merits in the defense of any proceeding referred to in this Article, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the claim. If an Agent either

settles any such claims or sustains a judgment rendered against the Agent, then the provisions of Paragraph 11.3 through 11.5 below shall determine whether the Agent is entitled to indemnification.

11.3 Actions Brought by Persons Other Than the College. The College shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the College to procure a judgment in its favor, an action brought under California Corporations Code section 5233 concerning self-dealing transactions, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to the assets held in charitable trust) by reason of the fact that such person is or was an Agent of the College, against expenses, judgments, fines, settlements, attorneys' fees and costs and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the College and, in the case of a criminal proceeding, had no reasonable cause to believe that the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the College or that the person had reasonable cause to believe that the person's conduct was unlawful. The determination of the Agent's conduct shall be made in accordance with Paragraph 11.5.

11.4 Action Brought by or on Behalf of the College. The College shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the College, or brought under California Corporations Code section 5233 concerning self-dealing transactions, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an Agent of the College, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the College and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The determination of the Agent's conduct shall be made in accordance with Paragraph 11.5. No indemnification shall be made under this Paragraph 11.4:

- (a) In respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the College in the performance of such person's duty to the College, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- (c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

11.5 Determination of Agent's Good Faith Conduct. Except as provided in Paragraph 11.2, any indemnification under this Article shall be made by the College only if authorized in the specific case, upon a determination that indemnification of the Agent is proper in the circumstances because the Agent has met the applicable standard of conduct set forth in Paragraphs 11.3 or 11.4, as applicable, by:

- (a) A majority vote of a quorum consisting of Trustees who are not parties to such proceeding; or
- (b) The court in which such proceeding is or was pending upon application made by the College or the Agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the Agent, attorney or other person is opposed by the College.

11.6 Limitations. No indemnification or advance shall be made under this Article, except as provided in Paragraph 11.2 or 11.5(B), in any circumstances when it appears:

- (a) That the indemnification or advance would be inconsistent with a provision of the articles, bylaws, a resolution of the Trustees or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

11.7 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the College prior to the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article.

11.8 Contractual Rights of Non-Directors and Non-Officers. Nothing contained in this Article shall affect any right to indemnification to which persons other than Trustees and College Officers may be entitled by contract or otherwise.

11.9 Insurance. The Board of Trustees may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent of the College against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not the College would have the power to indemnify the Agent under Corporations Code section 5238; provided, however, that the College shall have no power to purchase and maintain such insurance to indemnify any Agent of the College for a violation of California Corporations Code section 5233 concerning self-dealing transactions.

11.10 Fiduciaries of Corporate Employee Benefit Plan. This Article does not apply to any proceeding against any Trustee, investment manager, or other fiduciary of an employee benefit plan in that person's capacity as such, even though that person may be an Agent of the College as

defined in Paragraph 11.1. Nothing contained in this Article shall limit any right to indemnification to which such Trustee, investment manager, or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law.

XII. RECORDS, INSPECTIONS, EXECUTION OF INSTRUMENTS

12.1 Records. The College shall maintain the following (i) adequate and correct accounts, books, and records of its business and properties; (ii) Minutes of the proceedings of the Board and Board committees; and (iii) a record of each Trustee's name, and address. All such accounts, books, and records shall be kept at its principal place of business.

12.2 Certification and Inspection of Records. Every Trustee shall have the absolute right at any reasonable time to inspect the books, records, documents of every kind, and physical properties of the College. The right of inspection includes the right to copy and make extracts of documents.

12.3 Checks and Notes. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the College, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board.

12.4 Execution of Contracts. The Board, except otherwise provided herein, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the College. Such authority may be general or confined to specific instances. Such authority shall be reflected in a Board Resolution. Unless so authorized by the Board, 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 for any purpose or to any amount.

XIII. MISCELLANEOUS

13.1 Academic Year. The academic year of the College, which shall also be its fiscal year, shall begin July 1 and end the following June 30.

13.2 Rules of Procedure. *Robert's Rules of Order, Revised*, shall be the parliamentary authority for all matters of procedure not specifically covered in these Bylaws or required by applicable California law.

EXHIBIT 4

92537

A110047

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

Richard Howard
FILED
In the office of the Secretary of State
of the State of California
JAN 2 1974
EDMUND G. BROWN Jr., Secretary of State
By *[Signature]*
Deputy

Caroline Easton and Evelyn Deane certify:

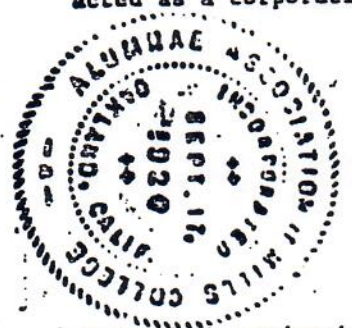
1. That they are the president and the secretary, respectively, of the Alumnae Association of Mills College, a California corporation.

2. That at a meeting of the board of directors of said corporation, duly held at Oakland, California on January 9, 1973, the following resolution was adopted by at least 2/3 of the directors.

RESOLVED that Article FOURTH of the articles of incorporation be amended to read as follows:

"This corporation shall have perpetual existence".

3. Said corporation, after the expiration of the term of its corporate existence and up to the date of this amendment, continuously acted as a corporation and did business as such.



Caroline Easton
CAROLINE EASTON, President

Evelyn Deane
EVELYN DEANE, Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct. Executed at Oakland, California, on December 20, 1973.



Caroline Easton
CAROLINE EASTON, President

Evelyn Deane
EVELYN/DEANE, Secretary

STATE OF CALIFORNIA



OFFICE OF THE
SECRETARY OF STATE

(PHOTOCOPY CERTIFICATION)

I, *EDMUND G. BROWN JR.*, Secretary of State of the State of California,
hereby certify:

That the photographic reproduction hereunto annexed was prepared by
and in this office from the record on file 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

MAR 29 1974



Edmund G. Brown Jr.
Secretary of State

1 KNOW ALL MEN BY THESE PRESENTS, that we, the under-
 2 signed, a majority of whom are citizens and residents of the
 3 State of California, and all of whom are members of the Alumnae
 4 Association of Mills College hereinafter mentioned, have lawfully
 5 associated ourselves together for the purpose of forming a cor-
 6 poration under the laws of the State of California,

7 AND WE DO HEREBY CERTIFY

8 FIRST: That the name of said corporation shall be
 9 Alumnae Association of Mills College.

10 SECOND: That the purposes for which this corporation
 11 are formed are to promote the interests of Mills College and to
 12 maintain among the graduates a spirit of fellowship and service;
 13 to establish an endowment fund or funds for the expense of the
 14 Association, including necessary allowances for the proper
 15 conduct of the affairs of the Association, for scholarships in
 16 Mills College and for the benefit of Mills College; to receive by
 17 gift, donation, devise or bequest or by purchase, or otherwise,
 18 funds and real and personal property; to have, control and
 19 manage the same for the uses and purposes of the Association, and
 20 in general to do and perform any and all acts and things pertaining
 21 to or that may be connected with the purposes and objects above
 22 specified, or that may be necessary, convenient or useful to carry
 23 out the purposes or to conduct the business of the corporation.

24 THIRD: That the place where the principal business
 25 of said corporation is to be transacted is the City of Oakland,
 26 County of Alameda, State of California.

27 FOURTH: That the term of existence of said corporation
 28 shall be fifty years from and after the date of its incorporation.

29 FIFTH: That there is no capital stock and there are
 30 no shares of stock of this corporation; pecuniary profit is not

1 the object of this corporation.

2 SIXTH: That the number of its directors shall be
3 eleven, and the names and residences of those who are appointed
4 for the first year are as follows, to wit:

5	NAMES	ADDRESS.
6	MRS. MABEL GRAY POTTER	PIEDMONT, CALIFORNIA.
7	MRS. LIZZIE McALLISTER PERINE	OAKLAND, CALIFORNIA.
8	MISS PERSIS COLEMAN	SAN FRANCISCO, CALIFORNIA.
9	MRS. LILLIAN DOLLIVER BYINGTON	OAKLAND, CALIFORNIA
10	MISS JOYCE E. LOBNER	OAKLAND, CALIFORNIA.
11	MISS ROSALIND KEEP	OAKLAND, CALIFORNIA.
12	MRS. BEATRICE RUSSELL YOUNGBERG	OAKLAND, CALIFORNIA.
13	MRS. SYDNIA BARNARD BERETTA	OAKLAND, CALIFORNIA
14	MRS. ELECTRA CAMDEN WETMORE	PIEDMONT, CALIFORNIA
15	MRS. JESSIE C. BRUNER	OAKLAND, CALIFORNIA.
16	MRS. ANNA COYLE FRIEND	OAKLAND, CALIFORNIA.

17
18
19 SEVENTH: That all in accordance with the rules,
20 regulations and discipline and the constitution and by laws of
21 said Alumnae Association of Mills College held at Hotel Oakland,
22 in the City of Oakland, County of Alameda, State of California,
23 on the 15th day of November, 1919, it was decided by re-
24 solution duly and regularly passed that the said Alumnae Assoc-
25 iation of Mills College should incorporate under the laws of the
26 State of California, and at the annual meeting of the said
27 Alumnae Association of Mills College held on the 31st day of May,
28 1920, at Mills College, in the City of Oakland, County of Alameda.
29 State of California, the directors above named in para-

1 graph six were duly and regularly elected by the members of the
2 said Alumnae Association of Mills College to act as directors of
3 the corporation for the first year. That notice of each of said
4 meetings was duly and regularly given to the members of said cor-
5 poration in accordance with the constitution and by laws thereof,
6 and at said times and place and when said resolution was passed
7 and at said election a quorum of the members of said Alumnae
8 Association of Mills College was present and voted.

9 EIGHTH. That the members of said corporation shall
10 comprise active members and such other classes of members as
11 shall be provided for in the by laws.

12 The active members shall consist of anyone upon whom
13 Mills College has conferred a degree or Mills Seminary a
14 diploma (seminary abolished in 1911), including the members of
15 the six classes graduated under the administration of Mr. and
16 Mrs. Cyrus T. Mills at Benicis, and the classes graduated during
17 the administration of Miss Mary Atkins at Benicis, who shall have
18 been formally elected to membership in the manner as may be pro-
19 vided by the by laws of the corporation.

20 IN WITNESS WHEREOF we have hereunto set out hands and
21 affixed our seals this 15th day of September, 1920.

22 Mabel Gray Potter (SEAL)

Roselind Keep (SEAL)

23 Lizzie McAllister Perine (SEAL)

Beatrice Russell Youngberg (SEAL)

24 Persis Coleman (SEAL)

Sydnia Bernard Beretta (SEAL)

25 Lillian Dolliver Byington (SEAL)

Electra Camden Wetmore (SEAL)

26 Joyce E. Lobner (SEAL)

Jessie C. Bruner (SEAL)

Anna Coyle Friend

SEAL)

1 STATE OF CALIFORNIA)
2 COUNTY OF ALAMEDA.) ss.

3 On this 15th day of September, 1920, before me,
4 CLARENCE CROWELL, Court Commissioner in and for the County of
5 Alameda, State of California, personally appeared MABEL GRAY
6 POTTER, LIZZIE McALLISTER PERINE, PERSIS COLEMAN, LILLIAN
7 DOLLIVER BYINGTON, JOYCE E. LOBNER, ROSALIND KEEP, BEATRICE
8 RUSSELL YOUNGBERG, SYDNIA BARNARD BERETTA, ELECTRA CAMDEN WETMORE,
9 JESSIE E. BRUNER AND ANNA COYLE FRIEND, known to me to be the
10 persons whose names are subscribed to the within instrument, and
11 each of said persons acknowledged to me that she executed the same.

12 Clarence Crowell
13 COURT COMMISSIONER IN AND FOR THE
14 COUNTY OF ALAMEDA, STATE OF
15 CALIFORNIA

16 STATE OF CALIFORNIA,) ss
17 COUNTY OF ALAMEDA.)

18 LIZZIE McALLISTER PERINE and JOYCE E. LOBNER, each being
19 duly sworn, deposes and says: That they are and were at all times
20 mentioned in the foregoing articles of incorporation the vice-
21 president and presiding officer and secretary, respectively, of
22 Alumnae Association of Mills College; that they and each of them
23 have read the foregoing articles of incorporation and know the con-
24 tents thereof; that all the statements therein contained are true
25 to the best of their know ledge and belief.

26 Lizzie McAlister Perine

27 Joyce E. Lobner

28 Subscribed and sworn to before me
29 this 15th day of September, 1920.

30 (SEAL) Clarence Crowell
31 Court Commissioner in and for the
County of Alameda, State of California.

The foregoing instrument is a
correct copy of the original
on file in this office

ATTEST: MAR 11 1948

G. E. WADE
County Clerk and ex-officio Clerk of the
Superior Court of the State of California in
and for the County of Alameda

ENDORSED:
FILED SEP 16 1920
GEO. F. GROSS, County Clerk
Deputy

EXHIBIT 5

**AMENDED AND RESTATED BYLAWS OF THE ALUMNAE ASSOCIATION OF
MILLS COLLEGE, EFFECTIVE May 18, 2013**

ARTICLE I - NAME

The name of this corporation is The Alumnae Association of Mills College (hereinafter referred to as the "Association").

ARTICLE II - PURPOSE

The purpose of the Association shall be to promote the interests of Mills College and its alumnae and to engage in any other act or activity permitted under the California Nonprofit Public Benefit Corporation Law which is consistent with the Association's Articles of Incorporation and these bylaws.

ARTICLE III - MEMBERSHIP

Section 1.A. - Undergraduate Students

Each undergraduate student who completes the equivalent of one full-time semester at Mills College shall become a member of the Association upon the graduation of her class.

Section 1.B. - Graduate Students

Each graduate student who completes the equivalent of one full-time semester at Mills College shall become a member of the Association.

Section 2. - Honorary Members

Upon nomination by the Board of Governors, three fourths (3/4) of the Governors present at any meeting of its members may elect any person to become an honorary member of the Alumnae Association of Mills College. Honorary members may not vote or hold office in the Association.

Section 3.A. - Annual Meetings

The Association shall have an annual meeting of members at a date, time and location to be determined by the Board of Governors for the purpose of electing members of the Nominating Committee and, where required by and as provided in these bylaws, officers and Governorsof the Association, for the purpose of receiving officers' reports, and for the transaction of such other business as may properly come before the meeting.

All members of the Association may attend and vote at an annual meeting. If an annual meeting date has not been set by the Board of Governors by the first of January each year, the annual meeting of members shall immediately follow the last meeting of the Board of Governors in that fiscal year.

Section 3.B. - Officers' Reports

The President, the Treasurer/Corporate Secretary, and an Alumnae Trustee shall each submit a written annual status report(s) at the annual meeting of members.

Section 4. - Special Meetings

The Board of Governors or President may call special meetings of the members at any time. The Board of Governors or President shall call a special meeting of the members upon receipt by the Treasurer/Corporate Secretary or President of a petition signed by twenty-five (25) members of the Association.

Section 5. - Notice of Meetings

Written notice of the time, place and purpose of the annual meeting and any special meeting shall be served upon all members, either personally, by mail, or by electronic transmission such as e-mail or facsimile, in compliance with Article XV, Section 1 of these bylaws, or in any other manner permitted by law, not less than twenty (20) nor more than ninety (90) days before the meeting. A matter shall not be voted upon at a meeting unless a general description of the matter was included in the notice of that meeting, or such agenda is posted on the website maintained by the Association.

Section 6. - Quorum

At any meeting of members of the Association the presence of twenty-five (25) members in person shall be necessary to constitute a quorum for all purposes. The act of a majority of the members present at any meeting at which there is a quorum shall be the act of the full membership unless a greater majority is required under the Articles of Incorporation or these bylaws.

ARTICLE IV - BOARD OF GOVERNORS

Section 1. - Powers of the Board of Governors

The business and property of the Association shall be managed and controlled by the Board of Governors. All the corporate powers of the Association, except such as are reserved to the members or otherwise provided for in these bylaws and in the laws of the State of California, shall be and are hereby vested in and shall be exercised by the Board of Governors.

In addition to its other powers and duties, the Board of Governors shall: (i) review and approve the Association's annual operating budget; (ii) engage a certified public accountant to prepare annual tax returns ; (iii) approve the selection of the Association's professional staff; (iv) set the investment policy for the association; (v) appoint Chairs to the Association's committees; (vi) fill any vacant positions on the Board in accordance with these bylaws; and (vii) approve nominees for officers and Governors proposed by the Nominating Committee.

Section 2. - Composition of the Board; Number and Qualifications of Governors

The Board of Governors of the Association shall be composed of not fewer than fifteen (15) nor more than twenty (20) Governors, including the President, Vice Presidents, Treasurer/ Corporate Secretary, the Alumnae Trustees, the Student Governor and, if possible, at least one (1) Mills College alumna faculty member, with the exact number of such Governors to be fixed by the Board.

If the number of Governors is decreased by resolution of the Board or by an amendment to these bylaws adopted by the members, each Governor in office shall serve until her term expires, or until her resignation or removal as herein specified. Every Governor shall be a member of the Association, except for the Student Governor, who need not be a member of the Association.

Section 3. - Election of Governors; Tenure

AAMC bylaws eff. 05/18/2013

The Governors shall be nominated and elected in accordance with the procedures set forth below. Each elected Governor shall hold office for a term of three (3) years commencing on July 1 of the fiscal year following the date of the election and ending upon the commencement of the term of the duly elected and qualified successor. A governor seeking a second term is subject to nomination by the nominating committee and approval by the Board of Governors.

No elected Governor who has served two (2) consecutive three-year terms as such may serve again on the Board of Governors until one (1) year has passed since the expiration of her second term of office; provided, however, (i) that, notwithstanding her prior length of service as Governor, any Governor who has been elected President, Vice President or Treasurer/Corporate Secretary, may serve as Governor until her term in such office has expired, and (ii) that any Governor who is appointed by the Board to fill a vacancy on the Board may serve two (2) consecutive three-year terms as Governor in addition to the portion of the term which she was appointed to fill.

Section 4.A. - Election of Governors

The Association shall elect at least four (4) Governors each year.

Section 4.B. - Provisions for Nominating Candidates for the Board of Governors

Any member may be nominated except for current Nominating Committee members as a candidate for President, Vice President, Treasurer/Corporate Secretary, or Governor: (i) by the Nominating Committee (who are approved by the Board of Governors); (ii) by other methods authorized by the Board.

The date for the close of nominations shall be the date which is thirty (30) days before the date of the election for which candidates are being nominated, and no nominations may be made after the date set for the close of nominations, except for nominations made in person at a meeting at which governors are to be elected, if such a meeting is necessary. If two or more people are nominated for any office or position, the names of all nominees shall be published along with the notice of the meeting of members at which the election of governors shall take place.

Section 4.C. - Automatic Election Where Positions Are Uncontested

If after the close of nominations only one (1) candidate has been nominated for the office of President, Vice President or Treasurer/Corporate Secretary, the Association may without further action declare that the candidate nominated, if qualified to be elected, has been elected. If after the close of nominations the number of people nominated for positions as Governors is not more than the number of Governors to be elected, the Association may without further action declare that those nominated and qualified to be elected have been elected.

Section 4.D. - Election at Meeting of Members Where Positions Are Contested

If two or more people are nominated for the office of President, Vice President or Treasurer/Corporate Secretary, the President, Vice President or Treasurer/Corporate Secretary shall be elected by a majority vote of Association members present at a meeting of members called for that purpose at which a quorum is present. If more people are nominated for positions

as Governors than can be elected, Governors shall be elected by a majority vote of Association members present at a meeting of members called for that purpose at which a quorum (twenty-five (25) or more members) is present.

Section 5. - Student Governor

The Associated Students of Mills College (ASMC) shall appoint or elect a student, who shall serve as a Governor of the Association (the "Student Governor"), for a term of one (1) year.

Section 6. - Alumnae Trustees

There shall be three (3) Alumnae Trustees, one of whom shall be elected each year to serve concurrent three-year terms on the Mills College Board of Trustees and the AAMC Board of Governors. The Alumnae Trustee may serve a maximum of two (2) consecutive three-year terms. A second term is subject to election. Alumnae Trustees shall convey the majority view of the Board of Governors to the Board of Trustees and serve as a liaison between the two Boards. The vote of each individual Alumnae Trustee need not reflect the majority view of the Board of Governors.

The Nominating Committee shall choose up to three (3) members of the Association as candidates for each expired term of an Alumnae Trustee. These nominations may come from any member of the Association, including members of the Nominating Committee and self-nominations. A slate of nominees and ballots shall be provided to all members of the Association. The Nominating Committee shall tally the vote and announce the election. Upon the death, resignation or removal of any Alumnae Trustee, the Board of Governors shall appoint a successor from among a list of candidates proposed by the Nominating Committee to fulfill the remaining portion of such Alumnae Trustee's term. In addition to the three (3) elected Alumnae Trustees, the President of the AAMC Board of Governors shall also serve on Board of Trustees.

Section 7. - Removal

The Student Governor and any Alumnae Trustee shall be removed from the Board upon her resignation or removal from the position which entitled her to be designated as a Governor. Any Governor who is absent from two (2) consecutive regular meetings of the Board of Governors without having given prior notification to the President shall be removed automatically from the Board unless the Board specifically excuses such absences.

Section 8. - Vacancies

Any vacancy on the Board of Governors, including a vacancy created by an increase in the number of Governors, shall be filled by the members of the Board then serving, although less than a quorum, from one or more candidates proposed by the Nominating Committee (subject to the Board's approval of such candidates). The members of the Association may elect a Governor at any time to fill any vacancy not filled by the Board.

Section 9. - Regular Meetings of the Board and Notice Thereof

At least four (4) regular meetings of the Board of Governors shall be held in each fiscal year at times and places to be fixed by the Board. An officer shall provide Governors with notice of such meetings no less than two (2) weeks in advance of a scheduled meeting.

Section 10. - Special Meetings of the Board

The President or any two (2) members of the Board may call a special meeting of the Board of Governors. Notice of all special meetings of the Board, except as herein otherwise provided, shall be given by mail at least four (4) days before the meeting; or by telephone, and by other electronic transmission such as e-mail or facsimile, in compliance with Article XV, Section 1 of these bylaws.

Section 11. - Quorum

Three-fifths (3/5) of the Governors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board of Governors, and the act of a majority of the voting members of the Board present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute or these bylaws.

Section 12. – Right of Members to be heard before the Board of Governors

Section 12.A. – Mandatory Right to be Heard

Any member of the Association shall be heard by the Board at any regular or special meeting of the Board, provided that the member has made a written request for such hearing, stating the general nature of the business to be heard, to the President at least two (2) weeks before the meeting. Generally, there shall be no more than three (3) such specially set agenda items per meeting. The Chair of the meeting may permit additional specially set agenda items at her discretion.

Section 12.B. Discretionary Right to be Heard

At the discretion of the Chair of the meeting, any member of the Association may speak at a regular or special meeting of the Board of Governors on an agenda item.

Section 13. - Posting of Actions

Actions taken by the Board of Governors shall be available at Reinhardt Alumnae House and online after each meeting.

Section 14.A. - Executive Committee Membership

The Board of Governors shall have an Executive Committee consisting of the following members: the President, all Vice Presidents, Treasurer/Corporate Secretary, and three (3) additional members including at least one (1) Alumnae Trustee.

Section 14.B. Executive Committee Elected Members

The three (3) additional members shall be nominated and elected by the Board of Governors at its first regular meeting of the fiscal year for a one (1) year term.

Section 14.C. – Role of Executive Committee

The Executive Committee will act as advisor to the President at her request. The Committee may exercise the full power and authority of the Association when an urgent matter requiring immediate action arises, provided this action does not involve the Association's Investment Fund or other limits described in Section 14.D. Notice of such action must be sent to the Governors within five (5) business days.

The President of the Board will act as Chair of the Executive Committee. In her absence, one of the Vice Presidents may act as Chair, and if one of the Vice Presidents does not volunteer, then the Vice President whose term does not end coincident with the President shall preside. (i) A meeting may be called by the President or at the request of two (2) members of the Executive Committee. (ii) Notice of need for a meeting should occur by phone, facsimile, or other electronic transmission such as e-mail, in compliance with Article XV, section 1 of these bylaws, at least 48 hours prior to the meeting or four (4) days prior to it if mail is used. (iii) Five (5) members shall constitute a quorum. (iv) Minutes of the meetings shall be kept and made available upon request to any Board member. (v) The Committee cannot cancel, postpone or change Board scheduled meetings.

Section 14.D. – Limits to Executive Committee Powers

The Executive Committee explicitly by policy or state law cannot do the following:

(i) approve any action for which the approval of members of the Association, or a majority of all members of the Association, is required; (ii) fill a vacancy on the Board or on any committee having the authority of the Board; (iii) amend, repeal or adopt any bylaw; (iv) amend or repeal any resolution of the Board which by its express terms is not so amendable or repeal able; (v) appoint committees of the Board or the members thereof; (vi) expend corporate funds to support a nominee for Governor when more people are nominated for the position than can be elected; (vii) approve any self-dealing transaction (as defined in Section 5233 of the California Nonprofit Public Benefit Law).

Section 15. Manner of Meeting

Any meeting of the Board of Governors may be held by conference telephone, video screen communication, or other communications equipment, as is more particularly described in Article XV, Section 2 of these bylaws. Participation in a meeting under this Section shall constitute presence in person at the meeting if both the following apply:

(a) Each member participating in the meeting can communicate concurrently with all other members.

(b) Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Association.

ARTICLE V - OFFICERS

AAMC bylaws eff. 05/18/2013

Section 1. - Officers

The officers of the Association shall be a President, Vice Presidents, and a Treasurer/Corporate Secretary. No two (2) offices may be held by the same person.

Section 2. - Vacancies

In case any office of the Association other than President becomes vacant for any reason, the majority of the Governors then in office, although less than a quorum, shall elect an officer to fill such vacancy, from one or more candidates proposed by the Nominating Committee (subject to the Board's approval of such candidates), and the officer so elected shall hold office and serve until the expiration of the term of such office and until the commencement of the term of her duly elected and qualified successor.

Section 3. - President

The President shall be elected by the Association in accordance with the procedures set forth in Article IV Section 4. She shall serve a three-year term and shall not be eligible for any successive terms as President. The President shall be the chief executive officer and general manager of the Association, unless otherwise provided in the Articles of Incorporation or these bylaws. She shall preside at all meetings of members and of the Board of Governors. She shall have and exercise general charge and supervision of the affairs of the Association and shall do and perform such other duties as may be assigned to her by the Board of Governors. She is automatically a member of all committees of the Association with the exception of the Nominating Committee, and the President may attend such committee meetings as she chooses

Section 4. - Vice Presidents

There shall be at least two (2) and no more than three (3) Vice Presidents who shall be elected by the Association in accordance with the procedures set forth in Article IV Section 4. Each Vice President will serve a three-year term; the terms shall be staggered so that only one expires each year. At the request of the President, or in the event of her absence, or disability, a Vice President shall perform the duties and possess and exercise the powers of the President; and, to the extent authorized by law, a Vice President shall have such other powers as the Board of Governors may determine, and shall perform such other duties as may be assigned to her by the Board of Governors. In the event of the death, resignation, retirement, disqualification, or removal of the President, the Nominating Committee shall nominate from among the existing Vice Presidents a nominee to succeed to the remainder of the President's term of office, and such person's appointment shall take effect if approved by the Board of Governors.

Section 5. - Treasurer/Corporate Secretary

The Treasurer/Corporate Secretary shall be elected by the Association in accordance with the procedures set forth in Article IV Section 4. She shall serve a three-year term and shall not be eligible for any successive terms as Treasurer/Corporate Secretary. The Treasurer/Corporate Secretary shall be the chief financial officer of the Association and shall have the custody of all funds, property and securities of the Association, subject to such regulations as may be imposed by the Board of Governors. The Treasurer/Corporate Secretary serves on the Finance/Investment Committee. The Treasurer/Corporate Secretary shall have custody of and

maintain the Association's corporate seal, books and records, and shall otherwise carry on the Association's business as directed by the Board of Governors.

ARTICLE VI - NOMINATING COMMITTEE

Section 1. - Nominating Committee

The Association shall have a Nominating Committee for the purposes of nominating candidates for the officers, Alumnae Trustees and Governors of the Association. Candidates nominated by the Nominating Committee shall satisfy all the requirements for the offices for which they have been nominated, including the requirement that, if possible, at least one (1) Governor be a Mills College alumna faculty member. All candidates for any position proposed by the Nominating Committee shall be subject to the approval of the Board of Governors.

Section 2. - Composition and Selection of Nominating Committee

The Nominating Committee shall have seven (7) members, at least three (3) of whom must serve concurrently on the Board of Governors. At its last meeting of each fiscal year, the Board of Governors shall elect a Chair of the Nominating Committee for the next fiscal year from among its members who will continue to serve on the Board in the next fiscal year. The Nominating Committee Chair shall serve a term of one (1) year commencing on July 1 of the year in which she is elected and until the commencement of the term of her duly elected and qualified successor.

At the annual meeting of members of the Association, the membership of the Association shall elect six (6) additional members, at least two (2) of whom shall be Governors for the next fiscal year, and three (3) alternates to the Nominating Committee for the next fiscal year. Any member nominated shall be present at the meeting, or shall have agreed, in advance, to have her name put forth. Nominating Committee members shall serve for a term of one (1) year commencing on July 1 of the year in which they are elected and until the commencement of the terms of their duly elected and qualified successors.

Nominating Committee members, including the Chair, shall be eligible to serve not more than two (2) consecutive terms on the Nominating Committee. Members of the Nominating Committee shall not be considered for nomination to any board position. In the event any position on the Nominating Committee becomes vacant for any reason, the alternates shall fill any such vacancy in the order of their election as alternates. Any member of the Nominating Committee who is absent for any reason from two (2) consecutive committee meetings shall be replaced on the Nominating Committee by an alternate.

ARTICLE VII - AGENTS AND REPRESENTATIVES

The Board of Governors may appoint and authorize agents and representatives of the Association to perform such acts or duties on behalf of the Association as the Board of Governors may see fit, so far as may be consistent with these bylaws and to the extent authorized or permitted by law.

ARTICLE VIII - CONTRACTS

The Board of Governors, except as these bylaws may otherwise provide, may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Governors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or render it liable for any purpose or to any amount.

ARTICLE IX - FINANCIAL AFFAIRS

Section 1. - Fiscal Year

The fiscal year of the Association shall commence on July 1 and end on June 30 of each year.

Section 2. - Appointment of Accountant

The Board of Governors shall engage a certified public accountant to prepare annual tax returns. Such annual returns filed with the Internal Revenue Service shall be furnished to all Governors prior to filing. Copies of final returns shall be posted on the AAMC website. Additionally when the Board of Governors deems it necessary they shall engage a certified public accountant to review the financial books and systems.

The Board of Governors shall cause an annual report to be sent to all Governors within 120 days after the end of the fiscal year, containing a statement of assets, liabilities, receipts and expenditures. Such annual report will also be made available to any member of the Association who requests it, in accordance with Section 6321 of the California Nonprofit Public Benefit Corporation Law.

Section 3. - Investments

The Association shall have an Investment Committee, which may be the Finance Committee or may be a separate committee as determined by the Governors. The Investment Committee in any configuration shall be comprised of not less than three (3) Governors. The Investment Committee shall develop an investment policy that shall be reconsidered and approved by the Board of Governors at least annually, in light of the changing needs of the Association, economic conditions, and any other factors that may affect the Association's tolerance for risk and need for income.

Subject to the provisions of the Articles of Incorporation and these bylaws, the Association shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the recommendation of the Investment committee and the judgment of the Board of Governors, without being restricted to the class of investments to make or any similar restriction, provided, however, that no action shall be taken by or on behalf of the Association if such action is a prohibited transaction or would result in the denial of the tax exemption under Section 503 or

Section 504 of the Internal Revenue Code of 1954, as amended, and the regulations promulgated there under as they now exist or as they may hereafter be amended.

Section 4. - Alumnae Endowment Fund

The Alumnae Endowment Fund shall consist of unrestricted gifts from individual alumnae, branches, classes, and friends. Income from unrestricted gifts to the Alumnae Endowment Fund shall be used for the expenses of the Association as designated by the Board of Governors. Restricted gifts shall be transferred to the appropriate designated account.

ARTICLE X - LIMITATION OF LIABILITY AND INDEMNIFICATION

Section 1. - Limitation of Liability

The liability of each Governor and officer of the Association for monetary damages shall be eliminated to the fullest extent permissible under California law. The Association is authorized to provide indemnification of agents (as defined in Section 5238 of the California Nonprofit Public Benefit Corporation Law) through bylaw provisions, agreements with the agents, vote of members of the Association or disinterested Governors, or otherwise, to the fullest extent permitted by California law. The Association is further authorized to provide insurance for or on behalf of agents to the fullest extent permitted by California law.

Section 2. - Indemnification

The Association shall indemnify any Governor who is, was, or will be threatened to be made a named defendant in a proceeding from and against any and all claims, causes of action, liabilities, obligations, losses, damages, injuries, or judgments (collectively, "claim"), including court costs and reasonable attorney's fees, arising from or relating to actions such Governor took on behalf of the Association. Further, the Association shall reimburse to such Governor the reasonable expenses that are incurred by her in the defense of any claim. Notwithstanding anything herein to the contrary, the Association shall have no duty or obligation to provide, and no Governor shall be entitled to, indemnification for any act involving willful or criminal misconduct. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Associations Code.

On written request to the Governors by any person seeking indemnification the Governors shall promptly decide under Corporations Code section 5238(e) whether the applicable standard of conduct set forth in Corporations Code section 5238(b) or section 5238(c) has been met and, if so, the Governors shall authorize indemnification. If the Board of Governors cannot authorize indemnification, because the number of Governors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Governors who are not parties to that proceeding, the Governors shall promptly call a special meeting of members. At that meeting, the members shall determine under Corporations Code section 5238(e) whether the applicable standard of conduct has been met and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

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

ARTICLE XI - BRANCH ASSOCIATIONS

Any group of alumnae may form a Branch of the Association by notifying the President, submitting bylaws which conform to the bylaws of the Association, and obtaining express authorization to operate as a Branch of the Association from the Board of Governors. Every Branch receiving such authorization shall keep the President of the Association apprised of its activities.

The Board of Governors shall have the right to prohibit any Branch from engaging in any action or activity which the Board in its sole and absolute discretion determines to be contrary to the best interests of the Association.

The Board of Governors may in its sole and absolute discretion revoke the authorization for any Branch of the Association at any time, and the charter or articles of incorporation of any Branch formed after June 1, 1991 shall include a provision requiring the dissolution of such Branch whenever the Board of Governors revokes such authorization.

ARTICLE XII - PROCEDURE

Roberts Rules of Order, as last amended, shall govern the conduct of all meetings of the Board of Governors and all meetings of the Association in all cases to which they are applicable and in which they are not in conflict with the bylaws, Articles of Incorporation, or California nonprofit corporation law.

ARTICLE XIII - PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS

No member, Governor, officer, or employee of or member of a committee of or person connected with the Association, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Association; provided, that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Association as may be fixed by the Board of Governors in effecting any of the Association's purposes, or the reimbursement for actual out-of-pocket expenses incurred in connection with such services; and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Association.

All property of the Association is irrevocably dedicated to charitable and educational purposes, and upon liquidation or dissolution of the Association, the Board of Governors, after paying or adequately providing for the debts and obligations of the Association, shall distribute any remaining assets to Mills College; however, if any of the following occur or are present at the time the Governor's approve a motion to dissolve, then the Governors shall decide whether (1) to distribute any remaining assets to Mills College by specifically designating in writing the

purpose to which any assets are so distributed, or, (2) to distribute any remaining assets to any institution of higher learning dedicated to the undergraduate education of women as may be selected by the Board of Governors. The circumstance(s), as determined by the Board of Governors that could trigger such a decision are:

1. Mills College ceases to offer single-sex undergraduate education for women only,
2. Mills College has evicted or has threatened to evict the Association from the space at Reinhardt Alumnae House, or has demanded any type of rent or other financial outlay other than that specified in the 1955 agreement concerning Reinhardt House;
3. Mills College has dissolved or merged with any other entity; or
4. Mills College has undertaken any other activity that has caused or resulted in the Association deciding to dissolve.

ARTICLE XIV - PROHIBITED ACTIVITIES

Notwithstanding any other provision of these bylaws, no member, Governor, officer, employee, agent, or representative of the Association shall take any action or carry on any activity by or on behalf of the Association not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, and the regulations promulgated there under as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under Section 170(c)(2) of such Code and regulations as they now exist or as they may hereafter be amended.

ARTICLE XV - ELECTRONIC COMMUNICATIONS, MEETING ATTENDANCE & NOTICE

Section 1. - Electronic Communications

If authorized by the Governors in their sole discretion, and subject to the requirements of consent in Corporations Code section 20(b) and guidelines and procedures the Governors, may adopt, Governors not physically present in person at a meeting of the Board of Governors, may, by electronic transmission by and to the Association or by electronic video screen communication, participate in a meeting of Governors, be deemed present in person and vote at a meeting of Governors whether that meeting is to be held at a designated place or in whole or in part by means of electronic transmission by and to the Association or by electronic video screen communication, subject to the requirements of these bylaws.

Section 2. - Electronic Meeting Attendance

The Association shall implement reasonable measures to provide members not present in person a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with those proceedings, and if any member or Governor, votes or takes other action at the meeting by means of electronic transmission to the Association or electronic video screen communication, a record of that vote or action is maintained by the Association.

Section 3. - Electronic Meeting Notice

Whenever members are required or permitted to take any action at a meeting, a written notice of the meeting shall be given, under Article III Sections 4 and 5 of these bylaws, to each member entitled to vote at that meeting. For a meeting of the Board of Governors, the notice shall specify the place, date, and hour of the meeting, and the means of electronic transmission by and to the Association or electronic video screen communication, if any, by which Governors may participate in the meeting.

For the annual meeting or any other meeting of the membership of the Association, the notice shall state the matters that the Governors, at the time notice is given, intend to present for action by the members. For a special meeting, the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which Governors or Officers are to be elected shall include the names of all persons who are nominees when notice is given. Except as provided otherwise in these bylaws, any proper matter may be presented at the meeting.

ARTICLE XVI - CONFLICTS OF INTEREST

In all their activities on behalf of the Association, including but not limited to any financial and other transaction between the Association and Mills College, or between the Association and other persons or entities, the Governors and the Alumnae Trustees shall carry out their fiduciary duties to the Association, including but not limited to the duty of loyalty. Governors and Alumna Trustees must refrain from acting in a manner that creates a conflict of interest between a Governor or Trustee's personal interest and the Association's interest, or creates a conflict of interest between the Governor's and the Trustee's fiduciary duties to the Association and any duties that may be owed to Mills College or any other person(s) or entities.

If the Board of Governors, by majority vote, determines that a Governor or a Trustee has an actual or potential conflict of interest due to her relationship to Mills College or another person or entity, the Board of Governors shall have the power to take appropriate action to limit the activities of the conflicted person or to otherwise remove the potential or actual conflict of interest. Any such action shall be made only at a duly noticed regular or special meeting of the Governors where a quorum of Governors is present and after reasonable debate of the issue. The Governor(s) or Trustee(s) who are the subject of the discussion shall have reasonable opportunity to be heard during any such discussion.

ARTICLE XVII – MISCELLANEOUS

Gender and Pronouns. The term “alumnae” and “alumna” herein shall refer to both the feminine and masculine without distinction and any reference to the female pronoun shall also mean comparable male pronouns.

ARTICLE XVIII - AMENDMENTS

These bylaws may be altered, amended, or repealed at any meeting of members of the Association by a two thirds (2/3) majority vote of the members present at such meeting, provided that the proposed action is included in the notice of such meeting.

Approved and Effective May 18, 2013.

EXHIBIT 6

**2017 Memorandum of Collaboration and Agreement
between
Mills College
and
The Alumnae Association of Mills College
(2017 MOC)**

This Memorandum of Collaboration and Agreement (the “MOC”) dated October 20, 2017 (the “Effective Date”), replaces a prior Memorandum of Agreement dated July 1, 2007, by and between Mills College (the “College”) and the Alumnae Association of Mills College (the “AAMC”).

PARTIES

The College is a California nonprofit corporation operating as an accredited institution of higher education.

Mills College Mission: Mills is an independent liberal arts college for women with graduate programs for women and men. The College educates students to think critically and communicate responsibly and effectively, to accept the challenges of their creative visions, and to acquire the knowledge and skills necessary to effect thoughtful changes in a global, multicultural society.

The AAMC is an independent 501(c)(3) corporation formed to “promote the interests of Mills College and its alumnae* and to engage in any other act or activity permitted under the California Nonprofit Public Benefit Law...” (AAMC Bylaws, Article II). The AAMC desires to remain independent of the College.

AAMC Mission: The AAMC is an independent, inclusive community actively promoting the interests of its constituency with information, participation, and life-long connections and learning. The AAMC encourages the growth of Mills as an undergraduate college for women and a graduate institution for women and men at the forefront of higher education.

* The word “alumnae” in this document refers to former Mills students regardless of gender who have completed the equivalent of one full-time semester at Mills as undergraduates or graduates, following the definitions provided in the AAMC Bylaws, Articles III and XVII.

TERM

The parties intend this MOC to remain in effect as long as the AAMC maintains its status as an independent nonprofit corporation, and as long as there are no changes to the missions stated above.

PURPOSE

The College and the AAMC wish for greater collaboration among their various constituencies, to plan better foundations for working together, and to achieve a sustainable economic model. Keeping the best interests of Mills students—undergraduate and graduate—always at the heart of our work, the parties intend to strengthen the College-alumnae relationship and meet the challenges posed by rapid changes in higher education. This agreement lays the groundwork for a revitalized collaboration between the AAMC and the College.

AGREEMENT

1. COMMUNICATIONS

A. Communications between the AAMC and the College

Regular and open exchange of information between AAMC and College representatives is essential to successful collaboration. Therefore, the AAMC and the College agree that:

- They will share financial reports on a regular basis.
- The College will share key messages with the AAMC so that messages communicated by AAMC representatives can be coordinated with the College's messaging.
- A representative of the College's leadership team (an officer or the president) will be invited to attend meetings of the AAMC Board of Governors.
- Representatives of the AAMC will be invited to attend staff meetings of the College's Office of Institutional Advancement (OIA) periodically. OIA's director of alumnae relations will be invited to attend all meetings as a non-voting member of the Board of Governors. In addition, regular meetings between AAMC representatives and OIA's Alumnae Relations Office will be encouraged.
- Representatives of the Board of Governors are welcome to meet with relevant College officers and program directors to discuss alumnae engagement opportunities.

B. Communications between the AAMC and alumnae

While the College manages and staffs key channels of communication with the AAMC's membership, the AAMC Board of Governors has the right to access those channels to communicate with members. The AAMC and the College agree that:

- Records of individual alumnae—including paper files, computer files, and archived materials containing contact, biographic, giving, and other information—are assets of the College and the College will provide the necessary resources to preserve them.

- The College will continue to publish the *Mills Quarterly* magazine on a quarterly basis and distribute it to all alumnae with a known mailing address. Each issue will contain space for the AAMC Board of Governors to share news and conduct AAMC business, including but not limited to the election of alumnae trustees and the marketing of AAMC travel programs. The amount of space and type of AAMC content in each issue will be determined through discussion between the AAMC and the College at the start of planning for each issue. The AAMC will meet the *Quarterly's* requirements for content deadlines and editorial standards.
- The AAMC will be invited to submit content for inclusion in each issue of the (*e*)*ucalyptus* email newsletter (or any successor email newsletter sent to alumnae); this content may be edited to fit the format of the newsletter.
- The AAMC may request that emails regarding AAMC business be sent to all alumnae with a known, useable email address through the College's email marketing system. AAMC emails will be subject to the College's email marketing protocols, including advance scheduling to avoid oversaturating the AAMC's and the College's shared audience. While it is anticipated that College communications staff will prepare these emails, if the AAMC hires a staff member deemed qualified by the College, that staff member may receive training and access for creating email campaigns.
- The AAMC may request email, phone, and mailing lists to contact alumnae directly, through its own channels, in compliance with the College's privacy policy and relevant privacy laws, as well as with College procedures and strategic considerations concerning scheduling of communications and messaging.
- The College will provide the AAMC president and a staff member with access to the College's database containing alumnae contact information and other administrative tools, along with appropriate training on access and requirements under the Family Educational Rights and Privacy Act.

2. FUNDRAISING

The College and the AAMC recognize the importance of respecting donors' wishes with regard to the intention of their giving and the need to work toward maintaining donors' trust and confidence that their gifts are used in accordance with their intentions. The College and the AAMC also understand the need to adhere to IRS rules and regulations which govern the acceptance and use of charitable donations.

A. Fundraising — Non-estate gifts

- The College will create a new fund identified as the AAMC Fund,

into which gifts designated to the “AAMC” or the “AAMC Fund” will be deposited by the College. Monies in the AAMC Fund will be transferred from the College to the AAMC at agreed-upon intervals, with the hope and expectation that a significant majority of those funds would be gifted to the College for purposes designated by the AAMC, in consultation with the College. It will be the AAMC’s purview to decide the frequency, amount, and purpose to which it would gift these funds to support the College.

- Annual gifts designated to the “AAMC Endowment” will continue to be handled as they are currently: processed and deposited by the College, and regularly transferred to the AAMC for the AAMC Endowment, as is required by industry best practices and IRS guidelines governing philanthropy to charitable, 501(c)(3) organizations.
- The AAMC will communicate that the “AAMC Fund” will be a primary fundraising vehicle for the AAMC. The AAMC and OIA will together develop an annual plan to time, design, and produce AAMC branded appeals to be mailed/emailed as often as once or twice per year, seeking gifts to support the AAMC via the AAMC Fund. Such mailings and appeals may also provide an option for alumnae to give to the Mills College Annual Fund (MCAF) for purposes such as undergraduate scholarships or Mills’ Greatest Need. The solicitation message and appeal schedule will be created in collaboration between the AAMC and OIA/MCAF, with the goals of minimizing potential donor confusion, providing alumnae with appealing giving opportunities, and maximizing the overall amount of support for the Mills community. The cost of design, production, and mailing will be borne by the AAMC.
- The AAMC may continue to raise funds by seeking in-kind contributions, operating a travel program for alumnae, and selling AAMC-branded merchandise.
- The AAMC governing body will not charge dues for membership in the association. However, alumnae branches and clubs may charge dues at their discretion to support their operations and programs.

B. Bequests — Estate gifts

- The College affirms that any bequests and estate gifts to the “AAMC Endowment” will continue to go to the AAMC’s endowment.
- Bequests directed toward the “AAMC” (i.e., not “AAMC Endowment”) will be processed and deposited into the “AAMC Fund” described above for transfer to the AAMC to be gifted back to the College in a meaningful and significant degree, in the best interests of the College.

- Requests directed to “Mills College” will continue to go to the College, for the specific purposes identified, if any.
- Requests, including gifts of a tangible nature, directed toward an ambiguous designation should be reviewed jointly by the vice president of OIA and the AAMC president for discussion and amicable resolution.

3. VOLUNTEER MANAGEMENT

The College and the AAMC acknowledge that alumnae have intimate connections with their peers, as well as unique and personal knowledge of student life at Mills. The College will foster alumnae volunteer involvement in ways that enhance the present and future welfare of the College. The AAMC and the College will work together to optimize staff and alumnae efforts to meet needs in the areas of admissions, student career development, alumnae career enhancement, and alumnae relations. Specific division of labor for volunteer management and volunteer assignments will be agreed by mutual consent through periodic meetings between the College and the AAMC leadership. Alumnae volunteer opportunities will include but not be limited to:

A. Admissions

- Building relationships with and welcoming prospective students during events such as admitted-student weekends and summer send-offs.
- Welcoming new students to campus at the start of the school year.
- Assisting with the College’s domestic and/or international student enrollment and admissions efforts in roles that may be required by the Admissions Office.

B. Student career development and alumnae career enhancement

- Developing alumnae-to-student mentoring and networking, which will be coordinated through the College’s Division of Student Life to assure best practices and relevant policies are adhered to and the needs of students met.
- Developing internships and job opportunities for students.
- Alumnae-to-alumnae mentoring and networking.

C. Alumnae relations

- Encouraging alumnae attendance at events.
- Supporting branches and clubs.
- Helping recruit volunteers such as class agents, class secretaries, reunion planners and workers, and club and branch leadership.

- Identifying potential alumnae to feature in communications and marketing.
- Stewarding of alumnae volunteers by other volunteers.
- Operating phone banks and phone trees to encourage alumnae attendance/involvement.
- Assisting College staff with developing and marketing volunteer engagement opportunities.

4. ALUMNAE AND STUDENT RELATIONS

The AAMC and the College agree to support links between Mills alumnae, alumnae participation in branches and clubs, and links between alumnae and students—and to provide a welcoming community on campus for all.

A. Links among Mills alumnae

To facilitate relationships among alumnae, the College will:

- Continue to provide a mechanism for alumnae to obtain contact and other information for each other through a printed directory, continued maintenance of an alumnae online community, or other similar tools.
- Market the Mills online community (or a similar tool) on a regular basis.

B. Alumnae participation in branches and clubs

To support and encourage active branches, the College and the AAMC will work together to:

- Identify and develop alumnae leaders for branches in different locations.
- Encourage branches to create shared leadership—including multi-generational leadership—that meets the needs of their alumnae community.
- Identify best practices that support and strengthen branches.
- Develop clear roles for the AAMC and OIA as they provide branches with funding and other support. To start, OIA will serve as a single point of contact for branches seeking support for events. OIA will inform the AAMC of branch events for which it is providing support.
- Share the College president's schedule of visits to branches and clubs, so that the AAMC president or another AAMC officer can join these branch/club events when possible. Both parties support the AAMC president's and officers' interest in maintaining relationships with and making visits to branches and clubs.

C. Links between alumnae and students

The AAMC and the College will seek to enhance linkages between alumnae and students by leveraging existing resources and communications and strengthening existing programs. These linkages will be coordinated with the College's Division of Student Life, in keeping with best practices, relevant policies, and the interests of students.

- The AAMC and the College will continue (and improve, when possible) their collaborative planning and support of alumnae/student events, such as Pearl M, Taco Tuesday, and Phenomenal Women of Color.
- The AAMC and the College will also collaborate in supporting Mills traditions and educating students about these traditions. Alumnae will be included in activities/curricula that orient students to Mills traditions.
- The AAMC, the College, and student officer(s) will participate in an annual planning meeting (or other mechanism) to evaluate these events' impact on and interest for students and to set schedules and budget plans for the year.
- The AAMC and the College will explore new areas of engagement between students and alumnae that help students build skills for life after Mills. These could include personal financial management sessions and career networking and mentoring.
- The AAMC and the College will research opportunities to develop a microgrant program to support Mills students, possibly funded by alumnae donations.

5. REUNION

The AAMC appreciates the College's support of the annual alumnae reunion ("*Reunion*"), which will continue to be a collaborative effort as in recent years.

- The College will support and organize Reunion.
- The AAMC president will participate in Reunion planning, with the Board of Governors engaged in a wide range of Reunion activities.
- Class gifts made at Reunion will be for the College, and the College will be active in soliciting gifts for the Annual Fund at Reunion. AAMC activities at Reunion will focus on gathering information about alumnae/alumni interests and expectations for the College and will not include any fundraising efforts, except for the permissible activities described under section 2 on fundraising.

6. REINHARDT ALUMNAE HOUSE

A. 1948 Agreement

In the spirit of renewed commitment to collaboration, the College and the AAMC acknowledge and reaffirm that in 1948 in exchange for the AAMC's gift of Reinhardt Alumnae House ("RAH") to the College, the College agreed that the AAMC would have the "exclusive use" of RAH. Specifically, the December 6, 1948, Agreement on Reinhardt Alumnae House ("*1948 RAH Agreement*") granted the AAMC the "exclusive use, rent free, of Reinhardt House for all reasonable purposes, with the understanding that [the AAMC] may permit other organizations to use Reinhardt House." The College and AAMC mutually affirm that Reinhardt Alumnae House is the home of the AAMC, and that it should be an accessible and welcoming environment to all Mills College alumnae. The AAMC and the College hereby agree to incorporate certain provisions of the 1948 RAH Agreement, as set forth below, into the MOC. To the extent that the 1948 RAH Agreement contains terms or provisions that may be construed as ambiguous, additional, or inconsistent with the terms set forth below, the AAMC and College agree that the following terms and provisions of the MOC shall govern.

B. Maintenance, utilities, insurance, and infrastructure

The College will continue to comply with its obligations under the 1948 RAH Agreement relating to routine maintenance, utilities, insurance, and infrastructure. The routine maintenance and utility costs payable by the College are: maintaining the infrastructure for water, electrical, and gas service; paying the AAMC's cost shares for water, light, heat, and gas; and maintaining a suitable campus connecting road to RAH.

The College will pay for insurance coverage for fire and similar hazards to the building but not for furnishings and other personal property owned by the AAMC. The insurance costs payable by the College include covering RAH under the College's fire and casualty insurance and naming the AAMC as an additional insured under the College's general liability policy, in both cases subject to standard deductions, which would be payable by the College.

The College will maintain campus infrastructure and operating systems for telephone and computer service to RAH, and it will provide routine maintenance of the surrounding grounds as needed for standard upkeep of landscaping features as well as to maintain the integrity of the building.

C. Annual review of RAH uses and space

- In no way abridging or amending the above and without

relinquishing any rights, going forward, the AAMC will confer with the College to reach written agreement about possible alumnae-focused programs that may reside at RAH as well as other uses of the space. The College and the AAMC, through representatives of its Board of Governors, will meet annually to address particular program needs, usage, and office configuration of RAH, as well as the use of non-office space such as the living room, kitchen, and gardens.

- The AAMC acknowledges that the College has maintained its alumnae relations program in RAH for the past several years, following the 2007 Memorandum of Agreement, as part of its ongoing commitment to serving Mills alumnae and the needs of the College. The AAMC acknowledges and affirms the importance of the College's alumnae relations program for Mills alumnae and the College. The AAMC further recognizes and acknowledges the significant commitment of the College alumnae relations staff in serving Mills alumnae and working with the AAMC to serve the College.
- It may be recommended in the future that interests be recorded as appropriate by governing laws.

D. Capital improvements

The College and the AAMC will work collaboratively, as each deems necessary and has funding available, to strategize and perform capital improvements in the building.

E. Furnishings, art objects, and other personal property

All furnishings, art objects (including the teapot collection), and other personal property housed in RAH or loaned to the College by the AAMC are subject to exclusive rights of ownership and control by the AAMC. As such, the AAMC assumes all risk of loss with regard to such furnishings and personal property and is responsible for obtaining insurance to cover such risk of loss. For the future, the parties acknowledge that individual donors sometimes choose to give items of personal property to the AAMC for the express purpose of making the items available for enjoyment and use by visitors to RAH. The parties further acknowledge their good faith commitment to observing this donor intent under the conditions referenced herein.

7. BOOKKEEPING and MUTUAL TRANSPARENCY

- With the goal of mutual transparency, the College will provide information about the number and amount of gifts processed for and deposited into the AAMC Fund and transferred to the AAMC, as well as such information for gifts to the AAMC Endowment.
- Correspondingly, the AAMC will provide the College with financial

statements, perhaps in conjunction with its annual 990 filing, to provide visibility into the AAMC's use of monies placed by the College into the AAMC Fund and the AAMC Endowment Fund.

- The College and the AAMC will leverage opportunities to maintain streamlined, efficient, and accurate processes to receive, record, and report fundraising activities in a way that is transparent, trackable, and measurable.
- The AAMC and the College will maintain their respective financial books and records in auditable form. Upon written request, each will provide the other with reasonable records.

8. SUPPORTING DOCUMENTS / HISTORY

This agreement was based on the efforts of an AAMC–Mills College committee that developed detailed *Points of Collaboration and Agreement* (submitted to the AAMC Board of Governors and the Mills College Board of Trustees in May 2017) for the implementation of the *AAMC–Mills College Compact* (approved by the AAMC Board of Governors and Mills College Board of Trustees in May 2016) and replacement of the *Memorandum of Agreement between Mills College and the AAMC* (dated July 1, 2007).

9. REVIEW and AMENDMENTS

Both parties agree that despite extensive research and outreach to a national network of small liberal arts colleges and a West Coast network of private colleges and universities, neither the AAMC nor the College has been able to identify any school whose alumni association fundraises on its own behalf or separately for purposes of making gifts to its respective school. This absence of any comparable or instructive models requires particularly thoughtful, collaborative planning and regular review of the points above. Hence, the College and the AAMC will jointly monitor the effects of fundraising operations on the amount of philanthropic support coming to the College as well as the costs of AAMC communications supported by the College. Both parties agree to amend this agreement as needed to utilize alternate fundraising and communications strategies and ensure optimal philanthropic support of the College.

This document and any provisions therein may be amended as necessary upon review and in order to attain mutual goals. Any amendment to this agreement must be in a written document signed by both parties.

10. DISCLOSURE

The means of dissemination of this agreement, or of the information contained in it, are subject to the mutual, reasonable approval of both parties. Approval by either party will not be unreasonably withheld.

11. AUTHORITY

The College represents to the AAMC that the execution, delivery, and performance of this agreement by the College have been duly authorized, and that the persons signing on behalf of the College are authorized to do so. The AAMC represents to the College that the execution, delivery, and performance of this agreement by the AAMC have been duly authorized, and that the person signing on behalf of the AAMC is authorized to do so.

12. DISPUTE RESOLUTION

In the event of a claim by either party to this agreement against the other party, claiming that the other party has violated the agreement, the parties agree to explore every reasonable means available to resolve the dispute, including non-binding mediation or arbitration.

The parties have executed this agreement as of the Effective Date.

Mills College

By _____
Katie Sanborn
Chair of the Mills College Board of Trustees

By _____
Elizabeth Hillman
President of Mills College

and

The Alumnae Association of Mills College

By _____
Viji Nakka-Cammauf
President of the Board of Governors

1 **PROOF OF SERVICE**

2 *Dr. Viji Nakka-Cammauf, et al., v. Dr. Elizabeth Hillman, et al.,*
3 *Alameda County Case No: RG21101875*

4 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

5 I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a
6 party to the within action; my business address is **1840 Century Park East, Suite 1900, Los Angeles,**
7 **California 90067.** My email address is **cronkritec@gtlaw.com**

8 On the date given below, I served **FIRST AMENDED COMPLAINT FOR DAMAGES AND**
9 **EQUITABLE RELIEF** on the interested parties in this action as follows:

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12 Harmony R. Gbe
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14 Los Angeles, California 90067
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Dr. Karen May

17 **BY NOTICE OF ELECTRONIC SERVICE:** On August 16, 2021, pursuant to the Order
18 Authorizing Electronic Service dated July 23, 2018. I caused the above document(s) to be
19 electronically served on the interested parties identified above by using **www.onelegal.com** and
20 the e-mail addresses maintained by **www.onelegal.com** for this case. Said transmission(s) were
21 verified as complete and without error.

22 **(BY MAIL)**

23 I am readily familiar with the business practice of my place of employment in respect to the
24 collection and processing of correspondence, pleadings and notices for mailing with United States
25 Postal Service. The foregoing sealed envelope was placed for collection and mailing this date
26 consistent with the ordinary business practice of my place of employment, so that it will be picked
27 up this date with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of
28 such business.

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(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 16, 2021, at Los Angeles, California.



Christine C. Cronkrite