

AGENDA
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL TEN
July 26, 2023
Meeting begins at 9:00 a.m.
Conference Room B and Zoom Video and Call Conference Meeting

TO ATTEND ON ZOOM: The Shareholder will be provided with instructions on how to access the call via Zoom/telephone upon the Shareholder contacting Mutual Administration and requesting the log-in information. Please submit your information, including your name, Unit number, and telephone number, via e-mail at mutualsecretaries@lwsb.com or by calling (562) 431-6586 ext. 313, by no later than 3:00 p.m., the business day before the date of the meeting.

TO PROVIDE COMMENTS DURING MEETING VIA ZOOM: In order to make a comment during the open Shareholder Comments, the Shareholder must (i) notify their designated director of their intent to speak during Shareholder open forum, or (ii) submit their information, including their name, Unit number, and telephone number, via e-mail at mutualsecretaries@lwsb.com, no later than 3:00 p.m. on 07/25/2023, the business day before the date of the meeting.

1. CALL TO ORDER - BOARD ROOM DECORUM
2. ROLL CALL
3. INTRODUCTION OF GRF REPRESENTATIVE, STAFF, AND GUEST(S):

Carol Levine, GRF Representative
Ryan Quental, Building Inspector
Jodi Hopkins, Director of Mutual Administration
Ripa Barua, Senior Portfolio Specialist
AJ, Portfolio Specialist

4. SHAREHOLDERS' COMMENTS (4 minutes per shareholder; CFO Giles will time.)
5. APPROVAL OF MINUTES
 - a. Approval of Regular Meeting Minutes of June 28, 2023.
 - b. Special meeting minutes of July 11, 2023 (p. 3)

6. GRF REPRESENTATIVE Carol Levine

7. BUILDING INSPECTOR'S REPORT Ryan Quental
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (p. 4)
 - a. Discuss and vote to amend resolution from June 28, 2023 to approve the 3 year Bait Station Proposal Fenn Termite and Pest Control. (p. 5)
 - b. Discuss and vote to approve the contractor for electrical panel replacement. (p.6)
 - c. Discuss and vote on contractor for abatement. (p. 7)
 - d. Discuss and vote to authorize Building Inspector to go out for bid to prep and paint 77 walk light bases. (p. 8)

8. CONSENT CALENDAR Michael Giles
a. Discuss and vote to authorize transfers of funds for Mutual Ten (p. 9)

9. CHIEF FINANCIAL OFFICER'S REPORT Michael Giles
a. Approval of Mutual Monthly Finances. (p. 10)
b. Discuss and vote to purchase brokered CD. (p. 11)

10. SECRETARY/CORRESPONDENCE Elissa Viglietta

11. **UNFINISHED BUSINESS**
a. No Unfinished Business

12. **NEW BUSINESS**
a. Discuss and vote to approve renewal of General counsel Annual Retainer Program. (p. 12)
b. Discuss and vote to amend the Eligibility Requirements Procedure 10-7510-3 (p.13-16)
c. Discuss and vote to CINC Portal and Invoice approval. (p. 17)
d. Discuss and vote to approve the GRF Webmaster Agreement. (p. 18-22)
e. Discuss and vote if all Mutual 10 Permits are to go to the board or who will be responsible for signing them. (p. 23)

STAFF BREAK BY 11:00 a.m.

13. PORTFOLIO SPECIALIST REPORT Mr. AJ

14. ANNOUNCEMENTS – DATES TO REMEMBER

a. **NEXT REGULAR MONTHLY MEETING: Wednesday, August 23, 2023, 9:00 a.m. Location: Building 5, Conference Room B and Via Zoom Video and Call Conference Meeting**

15. COMMITTEE REPORTS
a. Physical Property Committee
b. Landscape Committee
c. Emergency Information Council

16. DIRECTORS' COMMENTS

17. ADJOURNMENT

18. EXECUTIVE SESSION
a. Legal Matters
b. Contracts
c. Assessments / Delinquencies
d. Disciplinary Hearings

STAFF WILL LEAVE THE MEETING BY 12:00 p.m.

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS
SEAL BEACH MUTUAL TEN
July 11, 2023 Clubhouse 3 Room 8**

The Special Meeting of the Board of Directors of Seal Beach Mutual Ten was called to order by President Arlart on Tuesday, July 11, 2023, at 2:30 p.m. Clubhouse 3 Room 8.

ROLL CALL:

Present: President Arlart, Vice President Cummings, Secretary Viglietta, CFO Giles

Absent: Director Sims

Staff: Building Inspector Quental

SHAREHOLDER COMMENTS

Shareholders present and comment made.

PURPOSE OF THE MEETING: Directors discuss Building Inspector's Report, additional Physical Property and Landscape issues

BUILDING INSPECTOR'S REPORT

Building Inspector Quental updated the Mutual Ten Board on Mutual activity.

PHYSICAL PROPERTY CHAIR REPORT

Discussed walk light base repairs.

No update on painting Seaview carport area parking marks.

Kennedy valves have been marked.

LANDSCAPE REPORT

Discussed grass aeration, future board agenda item.

ADDITIONAL ITEMS

Discussed Service Maintenance call requests.

Discussed painting mural on carport walls.

ADJOURNMENT

There being no further business to conduct, President Arlart adjourned the meeting at 3:13 p.m. and announced that there would be an Executive Session following to discuss member issues.

Attest

Elissa Viglietta, Secretary

SEAL BEACH MUTUAL TEN

Ra: 07/14/2023

(These are tentative minutes, subject to approval by the Board of Directors at the next Regular Board of Directors' Meeting.)

MONTHLY MUTUAL INSPECTOR REPORT

MUTUAL: **(10) TEN** DATE: **JULY** INSPECTOR: **RYAN QUENTAL**

PERMIT ACTIVITY

UNIT #	WORK DESCRIPTION	GRF/CITY PERMIT	START DATE	FINISH DATE	CHANGE ORDER	RECENT INSPECTION	CONTRACTOR
238-K	WINDOWS	BOTH	03/23/23	05/25/23	NONE		SWENMAN
241-A	SHOWER REMODEL	BOTH	06/01/23	07/30/23	NONE	FINAL 7/5/23	JC KRESS
243-K	CARPORT CABINETS	GRF	06/15/23	07/15/23	NONE	FINAL 7/6/23	VICKERS
246-I	SCREEN DOOR	BOTH	04/01/23	06/01/23	NONE		BODIE'S GLASS
246-I	GLASS PANELS	GRF	04/01/23	06/01/23	NONE		BODIE'S GLASS
246-I	PATIO DOOR	BOTH	04/01/23	08/01/23	NONE		BODIE'S GLASS
249-C	WINDOWS	BOTH	03/30/23	05/11/23	NONE		SWENMAN
251-E	WINDOWS	BOTH	11/25/22	03/30/23	NONE		L & S CONSTRUCTION

ESCROW ACTIVITY

UNIT #	NMI	PLI	NBO	FINAL	FCOEI	RELEASE OF FUNDS	ACTIVE	CLOSING	CLOSED
238-H		03/09/23	07/19/23	07/19/23	07/31/23		9	6	6
238-J		06/27/23							
244-E		03/02/23	05/16/23	05/17/23	05/30/23				
248-I		03/13/23							
253-A		03/29/23	05/11/23	05/11/23	05/23/23				
253-D		04/07/23	07/20/23	07/20/23	08/01/23				
254-H		04/19/23	07/05/23	07/10/23	07/20/23				
256-K		05/24/23	06/23/23	06/29/23	07/12/23				
258-L		06/15/23							

NMI = New Member Inspection PLI = Pre-Listing Inspection NBO = New Buyer Orientation
FCOEI = Final Close of Escrow Inspection

CONTRACTS & PROJECTS

CONTRACTOR	PROJECT
J&J Landscape 12/1/22 - 11/30/23	Mutual Gardening, Irrigation and Lawns - On Going.
Fenn Pest and Termite 5/31/26	Pest Control and Termite Inspections.
Fenn Pest and Termite 6/30/2026	Rodent Bait Station Maintenance.
National Service Lease September 2024	On Going.

SHAREHOLDER & MUTUAL REQUESTS

SHAREHOLDER	MUTUAL
256L - Living room soffit outlet not working.	Dry Rot Repair
243B - Bedroom door touch up paint.	
249D - Beehive at tree.	Zinsco Panel Replacement
240J - Bird nest.	

Mutual Corporation No. Ten

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE FENN TERMITE AND PEST CONTROL 3-YEAR CONTRACT FOR RODENT CONTROL SERVICE (BUILDING INSPECTOR, ITEM A)
DATE: JULY 26, 2023
CC: MUTUAL FILE

On June 28, 2023, the Mutual 10 Board “RESOLVED to approve amending the Fenn Termite and Pest Control 3-year contract from 2023-2026 for inspection & maintenance of 62 Rodent bait stations, at a cost of \$217.00 per month for 2023, \$248.00 per month for 2024, and \$248.00 per month for 2026. Funds to come from Outside Services and authorize the President to sign any necessary documentation.”

I move to approve amending the Fenn Termite and Pest Control 3-year contract from 2023-2026 for inspection & maintenance of 62 Rodent bait stations, at a cost of \$2,604.00 for year one, \$2,976.00 for year two, and \$2,976.00 for year three. Funds to come from Pest Control and authorize the President to sign any necessary documentation.

Mutual Corporation No. Ten

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE THE CONTRACTOR FOR ELECTRICAL
PANEL REPLACEMENT (BUILDING INSPECTOR, ITEM B)
DATE: JULY 26, 2023
CC: MUTUAL FILE

I move to approve J.C. Kress as the contractor for the replacement of twenty (20) Zinsco Panels at a cost not to exceed \$50,000. Funds to come from Infrastructure Reserves and authorize the President to sign any necessary documentation.

Mutual Corporation No. Ten

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE ON CONTRACTOR FOR ABATEMENT (BUILDING INSPECTIOR C)
DATE: JULY 26, 2023
CC: MUTUAL FILE

I move to approve Sirris Abatement as the contractor for abatement of twenty (20) electrical panels at a cost not to exceed \$4,400. Funds to come from Infrastructure Reserves and authorize the President to sign any necessary documentation.

Mutual Corporation No. Ten

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO AUTHORIZE BUILDING INSPECTOR TO GO FOR BID
(BUILDING INSPECTOR D)
DATE: JULY 26, 2023
CC: MUTUAL FILE

I move to authorize Building Inspector to go out for bids to prep and paint 77 walk light bases.

Mutual Corporation No. Ten

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO AUTHORIZE TRANSFERS OF FUNDS FOR
MUTUAL TEN (CONSENT CALENDAR, ITEM A)
DATE: JULY 26, 2023
CC: MUTUAL FILE

I move to authorize the following transfers of funds per detailed resolutions.

<i>Transfer/ Invoice Date</i>	<i>Amount</i>	<i>Originating/Destination Accounts or Payee</i>
06/20/2023	\$33,828.17	US Bank Checking to US Bank Non- Restr. Money Mkt.
07/05/2023	\$13,690.00	Invoice # Multiple Invoice Date Multiple to J & J Landscaping
07/05/2023	\$149,446.48	ACH – Direct Debit from multiple share - holders to US Bank Checking
07/07/2023	\$149,446.48	Transfer from ACH-Direct Debit from multiple shareholders to US Bank Checking
07/10/2023	\$55,254.33	US Bank Checking – US Bank Impound (Property Taxes)

Mutual Corporation No. Ten

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: APPROVAL OF MUTUAL MONTHLY FINANCES (CHIEF FINANCIAL OFFICER'S REPORT, ITEM A)
DATE: JULY 26, 2023
CC: MUTUAL FILE

I move to acknowledge, per the requirements of the Civil Code Section 5500(a)-(f), a review of the reconciliations of the operating and reserve accounts, operating revenues and expenses compared to the current year's budget, statements prepared by the financial institutions where the Mutual has its operating and reserve accounts, an income and expense statement for the Mutual's operating and reserve accounts, the check registers, monthly general ledger and delinquent assessment receivable reports for the months of May and June 2023.

Mutual Corporation No. Ten

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO PURCHASE BROKERED CD (CHIEF FINANCIAL OFFICER'S REPORT, ITEM B)
DATE: JULY 26, 2023
CC: MUTUAL FILE

I move to approve the purchase of brokered CDs through US Bancorp totaling \$200,000 of Reserve Funds, with a term of twelve (12) months at the prevailing interest rates at the time of purchase and at the discretion of the financial advisor.

Mutual Corporation No. Ten

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE RENEWAL OF GENERAL COUNSEL
ANNUAL RETAINER PROGRAM (GCARP) (NEW BUSINESS A)
DATE: JULY 26, 2023
CC: MUTUAL FILE

I move to approve renewal of the annual General Counsel Attorney Retainer Program (GCARP) with Roseman Law, APC, effective immediately, at a cost not to exceed \$600.00 annually. Funds to come from Legal Fees and authorize the President to sign the necessary documentation.

Mutual Corporation No. Ten

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO AMEND PROCEDURE 10-7510-3 ELIGIBILITY REQUIREMENTS (NEW BUSINESS, ITEM B)
DATE: JULY 26, 2023
CC: FILE

I move to amend Procedure 10-7510-3 Eligibility Requirements by requiring a monthly income of at least 5 times greater than the monthly carrying charge and having a liquid asset of at least \$50,000.

SEAL BEACH MUTUAL NO. TEN**RESIDENT REGULATIONS****Eligibility Requirements**

All persons seeking approval of the Board of Directors of Seal Beach Mutual No. Ten to purchase a share of stock in the Mutual, and to reside in the Mutual, shall meet the following eligibility criteria:

1. Apply for and be accepted as a member of the Golden Rain Foundation, Seal Beach, California.

2. Meet the Mutual eligibility criteria as follows:

- 2.1 Age

- 2.1.1 Minimum of 55 years, as confirmed by a birth certificate or passport. A driver's license is not acceptable as proof of age.

- 2.2 Financial Ability

- 2.2.1 Verified monthly income that is at ~~least five (5) least (4) times~~ or greater the monthly carrying charge (Regular Assessment plus Property Tax and Fees) at the time of application, and have liquid assets of at least ~~\$25,000~~ **\$50,000**. Verified monthly income/assets may be in the form of the past two years of:

- 2.2.1.1 Tax returns.
- 2.2.1.2 1099s for interest and dividends.
- 2.2.1.3 1099-Rs for retirement income from qualified plans and annuities.
- 2.2.1.4 SSA-1099 Social Security Benefit Statement.
- 2.2.1.5 Brokerage statements and current interim statements.
- 2.2.1.6 Six to twelve months of checking/savings account statements.

- 2.2.2 Adjusted Gross Income per 1040, 1040A, or 1040EZ; plus that portion of Social Security, IRA distributions, and pensions and annuities not included in adjusted gross income; plus tax exempt interest; minus income tax, Social Security, Medicare, and self-employment taxes paid; and minus Medicare medical insurance and prescription drug premiums; all divided by twelve (12) will equal net monthly income to be used in Paragraph 2.2. above.

- 2.2.3 Projected assessments will be the previous year's assessment (total of carrying charge less any cable charge, less Orange County Property Taxes and Fees), and the addition of the new property tax at 1.2% of the sales price plus Orange County District fees divided by twelve (12) for the new projected monthly assessment. This new figure (Regular Assessment plus Orange County Property Taxes and

(July 2023 Sept 2024)

SEAL BEACH MUTUAL NO. TEN**RESIDENT REGULATIONS****Eligibility Requirements**

District Fees) times four (4) will be the monthly income required. This will be verified by the escrow company and the Stock Transfer Office. Stock Transfer shall have the final say in establishing verifiable income/assets.,

Verification shall be done by the Escrow Company and the Stock Transfer Office prior to the new buyer interview and prior to the close of escrow (the above verification will not be done by the individual Mutual Directors; Directors will not be required to study or understand the financial requirements).

2.2.4 Only the resident shareholder's income shall be considered for qualifying.

2.2.5 If moving within Leisure World, or if there are any additions/changes to the title (except to remove a deceased spouse's name), the proposed shareholder(s) must meet these eligibility requirements.

2.3 Health

2.3.1 Have reasonably good health for a person of his/her age, so that shareholder can take care of normal living needs without calling on other members for an undue amount of assistance. Leisure World is not an assisted living or skilled nursing home facility.

3. Shareholder Buyer Premium Fee

3.1 Prospective Mutual 10 shareholder should be aware they will be assessed a Shareholder Buyer Premium Fee of \$500.00 at the time of escrow.

4. Assume, in writing, the obligations of the "Occupancy Agreement" in use by the Mutual Corporation.

Officers or Committees of the Board of Directors designated to approve new applicants are responsible that the eligibility criteria of this corporation is equitably applied to all applicants. Approval or disapproval of buyer(s) must be received by the Stock Transfer Office at least ten (10) working days prior to the close of escrow.

¹ If major remodeling, expansion, or addition of a bathroom is being considered, the increase in taxes over the 1.2% of the purchase price must be taken into consideration.

I have read and understood what is required for eligibility consideration in the above named Mutual, including necessary documentation.

(July 2023 Sept 2024)

SEAL BEACH MUTUAL NO. TEN

RESIDENT REGULATIONS

Eligibility Requirements

81
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Prospective Buyer	Date
Prospective Buyer	Date
Prospective Buyer	Date
Prospective Buyer	Date

Document History

Adopted: 22 Sept 2021 Amended: 26 July 2023

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99

Keywords: Mutual Ten Eligibility Requirements

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(July 2023 ~~Sept 2021~~)

Mutual Corporation No. Ten

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE CINC PORTAL & INVOICE APPROVAL
(NEW BUSINESS, ITEM B)
DATE: JULY 26, 2023
CC: FILE

I move to approve the CINC Portal & Invoice Approval from GRF and “turn on” the following modules for CINC Director Portals: _____, _____, _____, _____, _____.

Mutual Corporation No. Ten

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE WEBMASTER ACCESS DOCUMENT.
(NEW BUSINESS, ITEM D)
DATE: JULY 26, 2023
CC: FILE

I move to approve GRF Mutual Administration Website Access Agreement for Mutual 10, if required to fix any issues that are not “general upkeep” of the website the Mutual will be billed \$180/ per hour. Funds to come from _____ and authorize the President to sign any necessary documentation.



MUTUAL ADMINISTRATION WEBSITE ACCESS AGREEMENT

This agreement is with Golden Rain Foundation, ("GRF"), Mutual _____ ("Mutual"), and Mutual's designated webmaster, _____ ("Webmaster"). Mutuals and their designated webmaster must agree to this Administrative Access Agreement ("Agreement") and any other document referred to herein as a condition precedent to being issued credentials to access administrative areas of their Mutual website.

Terms:

1. GRF owns and hosts the Mutual domain name and website. GRF retains all property rights in the Mutual domain name and Mutual website with this Agreement.
2. GRF is not responsible for any content created and uploaded by Mutual. The content created and uploaded by Mutual does not reflect the view and/or opinions of GRF and GRF expressly disclaims any affiliation with content created by Mutual. Any content created and uploaded by Mutual must include the following reference, or the equivalent without material modifications: *"The content created and uploaded by Mutual does not reflect the view and/or opinions of GRF and GRF expressly disclaims any affiliation with content created by Mutual."*
3. GRF is only responsible for "general upkeep" of the Mutual website and uploading meeting minutes and agendas. "General upkeep" of the website shall include the following tasks: making regular backups of the websites, testing loading speeds, testing browser capability, and testing links. Should any issues arise that are not included in the "general upkeep" of the website, including, but not limited to, the website failing, any functionality issues, or content needing intervention and troubleshooting by GRF staff, the Mutual and Webmaster are responsible for any costs arising from said issues. The time required to fix any issues that are not "general upkeep" of the website will be billed to the Mutual at a billable rate of one hundred and eighty dollars (\$180.00) an hour.
4. Mutual and Webmaster are held responsible for any uploaded content deemed to be illegal, false, defamatory, misleading, out of compliance or not in accordance with GRF Governing Documents and Policies. GRF retains its complete authority to modify or delete any content or code uploaded to or displayed on the Mutual website.

5. Mutual hereby expressly acknowledges and agrees that the record and data of the Mutual website and Mutual domain for which access is provided under this Agreement are and shall remain records under the control and custody of GRF. Mutual is to use the highest standard of care to protect, preserve, and maintain the confidentiality of any records provided by GRF to access the Mutual website and Mutual domain.
6. Mutual hereby acknowledges and agrees to access and use Mutual website as follows:
 - a. Shall be for the sole purpose of uploading, creating, editing, and modifying content created by Mutual.
 - b. Is provided solely for the use by Mutual, Webmaster, and GRF. Mutual hereby expressly agrees that it will not allow anyone not authorized by this Agreement to access the Mutual website nor allow anyone not authorized by this Agreement to use the Mutual website domain. GRF has the right, at all times, to access and use the Mutual website and Mutual domain, and to edit, modify, and remove content from the Mutual website.
 - c. Will be accessed and used by Mutual only in the manner expressly authorized and permitted by GRF, in writing, and this Agreement. Mutual agrees that it will neither use nor permit use of the Mutual website and Mutual website domain in any manner or for any purpose which is not authorized by GRF or which is unlawful or which is likely to cause damage or disrepair to GRF equipment, GRF software, GRF records or the Mutual website and Mutual Website Domain.
7. Mutual shall and hereby agrees to indemnify GRF for, and to defend and hold GRF harmless from any claims, demands, suits, damages, judgments, settlements or costs, of any kind, arising out of or relating to use and access provided under this Agreement, caused or claimed to be caused by any act or failure of GRF, other than any act or failure of GRF arising from its gross negligence or willful misconduct.
8. Mutual and Webmaster shall obtain and supply, at its sole cost, all equipment, including computer, peripherals, modems, software and connections to operate Mutual website and shall be responsible for and pay any and all other fees or costs necessary to implement this Agreement.
9. This Agreement shall continue until such time as it is terminated pursuant to the provision in the following subsection.
10. This Agreement may be terminated by either GRF or by the Mutual upon thirty (30) days written notice. Upon termination of this Agreement, Mutual and Webmaster shall surrender all access rights to the Mutual domain name and Mutual website and shall delete all copies of content acquired through access to the Mutual domain name and Mutual website and shall deliver to GRF all files, documents, and information obtained through the use of the Mutual domain name and Mutual website. Upon termination, Mutual and Webmaster shall surrender and lose all credentials to Mutual domain name and Mutual website.

11. GRF hereby expressly disclaims any express or implied warranties of the Mutual domain name and Mutual website and any risk related to the use and access provided under this Agreement.
12. GRF shall not be liable in any manner under this Agreement for any error, inaccuracy or incomplete information contained in the records for which access is provided, and Mutual hereby expressly releases GRF from any claim, demand or suit arising from or as a result of any such error, inaccuracy or incomplete information.

Further, GRF shall not be liable in any manner under this Agreement for any failure, malfunction or other delay, inconvenience, or inability of the computer system, software or equipment, and Mutual hereby expressly releases GRF from any claim, demand, or suit arising from or as a result of any such failure, malfunction or other delay.
13. This Agreement shall not be assigned, nor shall any use or access provided under this Agreement be subcontracted, co-opted or allowed to any other person, firm or other legal entity without the express written consent of GRF, and such consent may be conditioned upon such terms and conditions as GRF may reasonably require.
14. This Agreement shall be construed in accordance with the laws of the State of California.
15. Each individual executing Agreement represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of the party to Agreement.
16. This Agreement, together with any rules or procedures adopted by GRF shall constitute the entire Agreement between the parties, and Mutual hereby expressly acknowledges that it is not relying upon any other representations or agreements not expressed in writing as a part of this Agreement. Any other representations and agreements between the parties are superseded by this Agreement. This Agreement may not be amended or modified, except in writing, and signed by all parties.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GOLDEN RAIN FOUNDATION,
a California non-profit mutual benefit corporation

GRF President: _____

Signature: _____

Date: _____

GRF Secretary: _____

Signature: _____

Date: _____

“GRF”

MUTUAL _____

Mutual President: _____

Signature: _____

Date: _____

“Mutual”

Mutual Webmaster

By: _____

Name: _____

Date: _____

“Mutual Webmaster”

Mutual Corporation No. Ten

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE ON ALL PERMITS GOING TO BOARD OR WHO WILL BE RESPONSIBLE FOR SIGNING. (NEW BUSINESS, ITEM E)
DATE: JULY 26, 2023
CC: FILE

I move to approve having all Mutual 10 permits go through the mutual board for approval.

OR

I move to authorize having _____ be responsible for the approval and signing of all Mutual 10 permits.