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June 29, 2011

Certified Mail
Return Receipt Requested

Internal Revenue Service
Post Office Box 12192
Covington, Kentucky 41012-0192

EXPEDITE REQUEST
Code of Support Foundation
(EIN 27-3485502)
Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code

Dear Ma'am or Sir:

Enclosed, please find Code of Support Foundation's (the "Foundation") completed IRS Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, together with supporting documents and user fee (the Application").

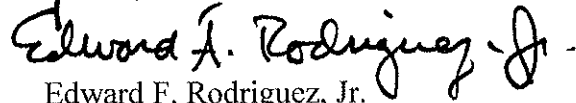
The Foundation respectfully requests that the IRS approve expedited processing of the Application. The request is warranted for the following reasons:

1. The Foundation is a newly created nonstock (nonprofit) corporation whose purpose is to encourage other organizations and individual Americans to provide support and relief to members and veterans of the armed forces of the United States and
2. The Foundation's kickoff event – The Patriots & Heroes Pacific-to-Potomac Relay – is scheduled to begin on September 3, 2011 to be able to make a special presentation to Admiral Michael Mullen, Chairman of the Joint Chiefs of Staff, on the 10th anniversary of 9/11 attacks. (See, Continuation Sheet, Part IV – Narrative Description of Your Activities) Several corporate sponsorship donations are expected in support this event, which are critical to the launch of the Foundation.

Please send any correspondence regarding this matter to me at my address above.

Please let me know if you have any questions.

Thank you,

A handwritten signature in black ink, reading "Edward F. Rodriguez, Jr." with a stylized flourish at the end.

Edward F. Rodriguez, Jr.
Brig Gen USAFR (Ret.)
Secretary
Code of Support Foundation

Enclosures as stated

cc: Maj Gen Alan B. Salisbury, USA (Ret.), Chairman and President, w/o encls.
RADM J. Cameron Fraser, Jr., USN (Ret.), Trustee, w/o encls.

Edward F. Rodriguez, Jr.
Attorney At Law
4133 Evergreen Drive
Fairfax, VA 22032

68-54/514

1402

June 29 2011

PAY
TO THE
ORDER OF

United States Treasury \$ 750.00
Eight Hundred and Fifty and 00/100 DOLLARS

Security features
are included.
Check on back.

Wachovia Bank, N.A.
10501 Main Street
Fairfax, VA 22030

USER FEE

FOR Collected by Fed.
EIN 27-3485502
10514005491 1402

Edward F. Rodriguez Jr. MP

Form 1023 Checklist

(Revised June 2006)

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

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

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

- ☒ Assemble the application and materials in this order:
- Form 1023 Checklist
 - Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
 - Form 8821, *Tax Information Authorization* (if filing)
 - Expedite request (if requesting)
 - Application (Form 1023 and Schedules A through H, as required)
 - Articles of organization
 - Amendments to articles of organization in chronological order
 - Bylaws or other rules of operation and amendments
 - Documentation of nondiscriminatory policy for schools, as required by Schedule B
 - Form 5768, *Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation* (if filing)
 - All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.
- ☒ User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.
- ☒ Employer Identification Number (EIN)
- ☒ Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
- You must provide specific details about your past, present, and planned activities.
 - Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
 - Describe your purposes and proposed activities in specific easily understood terms.
 - Financial information should correspond with proposed activities.
- ☒ Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.
- | | | | |
|------------|----------------------|------------|----------------------|
| Schedule A | Yes ____ No <u>✓</u> | Schedule E | Yes ____ No <u>✓</u> |
| Schedule B | Yes ____ No <u>✓</u> | Schedule F | Yes ____ No <u>✓</u> |
| Schedule C | Yes ____ No <u>✓</u> | Schedule G | Yes ____ No <u>✓</u> |
| Schedule D | Yes ____ No <u>✓</u> | Schedule H | Yes ____ No <u>✓</u> |

- ☒ An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
- Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) Page 1, Art. III(a)
 - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law Page 5, Art. VIII
- ☒ Signature of an officer, director, trustee, or other official who is authorized to sign the application.
- Signature at Part XI of Form 1023.
- ☒ Your name on the application must be the same as your legal name as it appears in your articles of organization.

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

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

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

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



Printed on recycled paper

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

OMB No. 1545-0056

Note: If exempt status is approved, this application will be open for public inspection.

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

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

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document)		2 c/o Name (if applicable) Edward F. Rodriguez, Jr.	
Code of Support Foundation		4 Employer Identification Number (EIN) 27-3485502	
3 Mailing address (Number and street) (see instructions) 4133 Evergreen Drive	Room/Suite N/A	5 Month the annual accounting period ends (01 - 12) 12	
City or town, state or country, and ZIP + 4 Fairfax, Virginia 22032-1018		6 Primary contact (officer, director, trustee, or authorized representative) a Name: Edward F. Rodriguez, Jr.	
		b Phone: 703.691.0184	
		c Fax: (optional) 703.591.9303	
7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9a Organization's website: www.codeofsupport.org			
b Organization's email: (optional) info@codeofsupport.org			
10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		09 / 21 / 2010	
12 Were you formed under the laws of a foreign country? If "Yes," state the country.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part II Organizational Structure

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

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

Part III Required Provisions in Your Organizing Document

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

- 1** Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): Arts. Page 1, Art. III, Para. (a) ☒
- 2a** Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c. ☒
- 2b** If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Arts. Page 5, Art. VIII
- 2c** See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: ☐

Part IV Narrative Description of Your Activities

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

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

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

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Alan B. Salisbury	Chairman, Pres. & Treas.	7249 Addington Drive McLean, VA 22101-5661	None
J. Cameron Fraser, Jr.	Trustee & Vice President	1830 Foxstone Drive Vienna, VA 22182-2131	None
Edward F. Rodriguez, Jr.	Trustee & Secretary	4133 Evergreen Drive Fairfax, VA 22032-1018	None

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

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

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

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

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Susan Davis International, Ltd.	Public Relations	1101 K Street, NW, Ste. 400 Washington DC 20005	Est.. \$525,000.00

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

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

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

- d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☒ Yes ☐ No
- e Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ Yes ☐ No
- f Do you or will you record in writing both the information on which you relied to base your decision and its source? ☒ Yes ☐ No
- g If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.

- 5a Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. ☒ Yes ☐ No
- b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?

Note: A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.

- 6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ Yes ☐ No
- b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☒ No

- 7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. ☒ Yes ☐ No
- b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. ☐ Yes ☒ No

- 8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. ☒ Yes ☐ No
- b Describe any written or oral arrangements that you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.

- 9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. ☐ Yes ☒ No

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

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

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

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

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

Part VII Your History

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

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

Part VIII Your Specific Activities

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

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

Part VIII Your Specific Activities (Continued)

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

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

Attach a description of each fundraising program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part VIII Your Specific Activities (Continued)

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

Part VIII Your Specific Activities *(Continued)*

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

Note: Private foundations may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

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

A. Statement of Revenues and Expenses

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years			(e) Provide Total for (a) through (d)
		(a) From <u>9/21/10</u> To <u>12/31/10</u>	(b) From <u>1/1/11</u> To <u>12/31/11</u>	(c) From <u>1/1/12</u> To <u>12/31/12</u>	(d) From _____ To _____	
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	50,000	50,000	50,000		
	2 Membership fees received					
	3 Gross investment income					
	4 Net unrelated business income					
	5 Taxes levied for your benefit					
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)					
	7 Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)		675,000	750,000		
	8 Total of lines 1 through 7	50,000	725,000	800,000		
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)		5,000	5,000		
	10 Total of lines 8 and 9	50,000	730,000	805,000		
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)					
	12 Unusual grants		500,000			
	13 Total Revenue Add lines 10 through 12		1,220,000	805,000		
Expenses	14 Fundraising expenses		5,000	5,000		
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)		125,000	125,000		
	16 Disbursements to or for the benefit of members (attach an itemized list)					
	17 Compensation of officers, directors, and trustees					
	18 Other salaries and wages		120,000	120,000		
	19 Interest expense					
	20 Occupancy (rent, utilities, etc.)		27,000	18,000		
	21 Depreciation and depletion		3,000	3,000		
	22 Professional fees	7,500	155,000	155,000		
	23 Any expense not otherwise classified, such as program services (attach itemized list)	775	622,000	538,000		
	24 Total Expenses Add lines 14 through 23	8,275	1,057,000	964,000		

Part IX Financial Data (Continued)**B. Balance Sheet (for your most recently completed tax year)**Year End: **2010**

Assets		(Whole dollars)
1	Cash	41,725
2	Accounts receivable, net	
3	Inventories	
4	Bonds and notes receivable (attach an itemized list)	
5	Corporate stocks (attach an itemized list)	
6	Loans receivable (attach an itemized list)	
7	Other investments (attach an itemized list)	
8	Depreciable and depletable assets (attach an itemized list)	
9	Land	
10	Other assets (attach an itemized list)	
11	Total Assets (add lines 1 through 10)	
Liabilities		
12	Accounts payable	
13	Contributions, gifts, grants, etc. payable	
14	Mortgages and notes payable (attach an itemized list)	
15	Other liabilities (attach an itemized list)	
16	Total Liabilities (add lines 12 through 15)	
Fund Balances or Net Assets		
17	Total fund balances or net assets	41,725
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	41,725
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part X Public Charity Status

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

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

Part X Public Charity Status (Continued)

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

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

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

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

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

(Type or print name of signer)

(Date)

(Type or print title or authority of signer)

For IRS Use Only

IRS Director, Exempt Organizations

(Date)

- b Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

- (i) **(a)** Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. _____
- (b)** Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) **(a)** For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐
- (b)** For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐

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

Part XI User Fee Information

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

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

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

Please
Sign
Here


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

Edward F. Rodriguez, Jr.

(Type or print name of signer)

June 29, 2011

(Date)

Trustee & Secretary

(Type or print title or authority of signer)

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

Form **1023** (Rev. 6-2006)

Code of Support Foundation (EIN 27-3485502)

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

Continuation Sheet

Part IV – Narrative Description of Your Activities

The Code of Support Foundation (the “Foundation”) created and advances the Code of Support (the “Code”) (see below) on behalf of members of the Armed Forces of the United States. The Code parallels the Code of Conduct (see below) to which service members are obligated to adhere. Less than one percent of Americans serve in uniform today. The Foundation asks the other 99% to join the Corps of Support (the “Corps”) for service members as a small way of supporting those who defend the United States and its freedoms. The Foundation conducts events across the nation to raise awareness and to persuade Americans to become caring, committed and involved with efforts to advance the welfare of service members, veterans and their families. In 2011 and 2012, these activities will include a coast-to-coast “Patriots & Heroes Pacific-to-Potomac Relay,” originating at Camp Pendleton, California and culminating with the delivery of the Code to the Chairman of the Joint Chiefs of Staff at the Pentagon, along with hundreds of thousands of pledges to join the Corps; a creative media design contest for high school and college students with attractive prizes; an awards program recognizing selfless volunteers, who have distinguished themselves through exceptional service on behalf of organizations supporting service members and their families; and hundreds (or thousands) of grass roots pledge campaigns and rallies. The campaign is being coordinated with the White House led “Joining Forces” initiative.

The Code of Support

I am an American. I know that the men and women in our Armed Forces are prepared to give their lives to defend my country, my way of life and the blessings of liberty throughout the world. I am committed to their perpetual recognition, appreciation and support.

As they have sworn to defend me and protect our country, so will I pledge to support them in every way that I can, and to avoid any action that would increase their risk. I will further do my part to ensure that they are never sent into harm’s way without all of the necessary resources to protect them and to fulfill their mission.

If they become prisoners of war, are missing in action, are wounded, or lose their lives, I will keep faith with them and their loved ones. I will not rest until we find them, heal them, and return them to their comrades, their loved ones and their nation.

For our military veterans, I pledge unfailing recognition and appreciation for their contributions to our national defense and our welfare. I will not forget my nation’s responsibility to provide for their continued well-being and meaningful compensation for their sacrifice.

I understand that our service men and women do not make national policy, but are sworn to obey their civilian leadership and defend the constitution. I will respect their faithful service to the nation and always give them my unqualified support.

I will never forget that our service men and women are fighting for my freedom and are dedicated to the principles which make our country free. I will share the responsibility for preserving that freedom with those who proudly wear the uniform of the United States of America.

The Code of Conduct

I am an American, fighting in the forces which guard my country and our way of life. I am prepared to give my life in their defense.

I will never surrender of my own free will. If in command, I will never surrender the members of my command while they still have the means to resist.

If I am captured, I will continue to resist by all means available. I will make every effort to escape and aid others to escape. I will accept neither parole nor special favors from the enemy.

If I become a prisoner of war, I will keep faith with my fellow prisoners. I will give no information or take part in any action which might be harmful to my comrades. If I am senior, I will take command. If not, I will obey the lawful orders of those appointed over me, and will back them up in every way.

When questioned, should I become a prisoner of war, I am required to give only name, rank, service number, and date of birth. I will evade answering further questions to the utmost of my ability. I will make no oral or written statements disloyal to my country and its allies or harmful to their cause.

I will never forget that I am an American, fighting for freedom, responsible for my actions, and dedicated to the principles which made my country free. I will trust in my God and in the United States of America.

Code of Support Foundation (EIN 27-3485502)

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

Continuation Sheet

Part V, Item 3a

Officers and Trustees

Major General Alan B. Salisbury, USA (Ret.)
Chairman, President and Treasurer (uncompensated volunteer)

Qualifications

General Salisbury completed a 30-year career in the U.S. Army, with his final assignment as the Commanding General of the U.S. Army Information Systems Engineering Command. He then spent 12 years in industry in research and development assignments with Contel Corporation (President, Contel Technology Center) and the Microelectronics and Computer Technology Corporation (EVP & COO), and then headed U.S. operations for Learning Tree International (Chairman and President). He has sat on numerous corporate boards, including four public companies, several non-profit boards, and has many professional associations. He is a graduate of West Point and holds MS and Ph.D. degrees from Stanford University.

Duties

As Chairman and President, presides at all meetings of the Board and performs such other duties as may be directed by the Board; is the principal executive officer of the Foundation and, subject to the control of the Board, shall supervise and control the management of the Foundation in accordance with these Bylaws; signs, with any other proper officer, any deeds, mortgages, bonds, contracts or other instruments which may be lawfully executed on behalf of the Foundation, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be delegated by the Board to some other officer or agent; and, in general, performs all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

As Treasurer, has custody of all funds and securities belonging to the Foundation and shall receive, deposit or disburse the same under the direction of the Board; performs all duties incident to his office and such other duties as may be assigned to him from time to time by the President of the Board or other officer authorized by the Board to prescribe the duties of the Treasurer.

Code of Support Foundation (EIN 27-3485502)

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

Continuation Sheet

Part V, Item 5a

Conflict of Interest Policy

The Foundation's conflict of interest policy was adopted by the Board of Trustees during a meeting held on June 24, 2011. See the attached Secretary's Certificate, which incorporates the Foundation's conflict of interest policy.

Code of Support Foundation
a Virginia nonstock corporation

Certificate of Secretary

Conflict of Interest Policy

I, the undersigned, as Secretary of the Code of Support Foundation (the "Foundation"), do hereby certify that, on June 24, 2011, at a meeting of the Board of Trustees (the "Board") of the Foundation, at which a quorum was present, upon a motion duly made and seconded, those Trustees present, unanimously adopted the following resolution:

WHEREAS, Article 4 (Board), Section 1 (General Powers) of the Bylaws of the Foundation authorizes the Board to exercise all corporate powers and

WHEREAS, the Board of the Foundation desires to adopt a conflict of interest policy, it is hereby

RESOLVED that the following Conflict of Interest policy is adopted:

Article I
Purpose

The purpose of the conflict of interest policy is to protect the Code of Support Foundation's (the "Foundation") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or trustee of the Foundation or might result in a possible excess benefit transaction. This policy is intended to supplement, but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II
Definitions

1. Interested Person

Any trustee, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

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

- a. An ownership or investment interest in any entity with which the Foundation has a transaction or arrangement,
- b. A compensation arrangement with the Foundation or with any entity or individual with which the Foundation has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Foundation is negotiating a transaction or arrangement.

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

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III Procedures

1. Duty to Disclose

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

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Foundation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested trustees whether the transaction or arrangement is in the Foundation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV Records of Proceedings

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

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any

action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

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

Article V Compensation

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

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

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

Article VI Annual Statements

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

a. Has received a copy of the conflicts of interest policy,

b. Has read and understands the policy,

c. Has agreed to comply with the policy, and

d. Understands the Foundation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII
Periodic Reviews

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

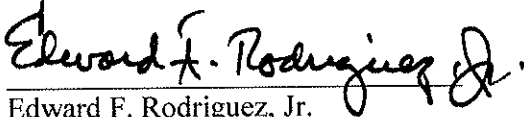
- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management Foundations conform to the Foundation's written policies, are properly recorded,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

Article VIII
Use of Outside Experts

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

I further certify that the above resolution of the Board of the Foundation has not been repealed, revoked, rescinded or amended in any respect, as of the date hereof.

IN WITNESS WHEREOF, this Certificate is executed as of this 24th day of June 2011.


Edward F. Rodriguez, Jr.
Brigadier General, USAFR (Ret.)
Secretary

Code of Support Foundation (EIN 27-3485502)

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

Continuation Sheet

Part V, Item 6a

Non-fixed Payments

Pursuant to the June 14, 2011, letter of agreement between the Foundation and Susan Davis International ("SDI"), the parties have agreed that SDI will be paid an additional fee as the parties may mutually agree for SDI's sponsor/donor research, marketing and relationship building services. This additional fee will be based upon the amount of donor grant. It is anticipated that the additional fees will be limited to no more than 20% of the initial \$500,000 in donor grants and 15% of donor grants in excess of \$500,000. The final amounts to be paid will be reviewed to ensure reasonableness in comparison to payments for similar services prior to approving final payment.

Code of Support Foundation (EIN 27-3485502)

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

Continuation Sheet

Part V, Item 8a

Leases, Contracts, etc.

Effective June 14, 2011, the Foundation and Susan Davis International (“SDI”) entered into a letter of agreement (the “LoA”), (copy attached) pursuant to which SDI will provide the following services:

Strategic planning for positioning, launching and coordinating the Patriots & Heroes Pacific-to-Potomac Relay (the “Relay”)

Sponsor research, marketing and relationship building

Logistical support to execute the Relay and to provide support to related efforts, including strategic counsel and media relations advice; develop Relay strategy and design; secure venues/dates; handle publicity; confirm and/or secure and coordinate supporting organizations; coordinate volunteer recruitment and management, as required; secure permitting through appropriate government agencies; provide counsel on collateral matters; manage production and distribution; oversee media planning and execution; coordinate special guest and talent recruitment and management; execute program development and scripting; provide vendor management; security and protocol planning and management; coordinate grassroots and homefront group outreach; and provide onsite staff planning and management, budgeting, and final reports

Public relations and media outreach support for the Relay

The LoA was negotiated by Maj Gen Alan Salisbury, Foundation Chairman, President and Treasurer, with Ms. Susan Davis, SDI Chairman. The LoA was reviewed and revised by Foundation counsel, Brig Gen Ed Rodriguez.

The LoA is a follow-on contract with SDI after a successfully completed engagement in the prior year that laid the groundwork for the tasks to be accomplished in the LoA. The Foundation was referred to SDI by former government personnel in the communications and public relations fields, who were knowledgeable about SDI’s capabilities. The Foundation received favorable references from former SDI clients with similar projects. Because of SDI’s unique qualifications, the Foundation did not seek competitive bids, but did carefully review the cost proposal for reasonableness. In between the two engagements, SDI continued assisting the Foundation on a pro bono basis.

Susan Davis International

June 14, 2011

Code of Support Foundation
c/o Major General Alan Salisbury
7249 Addington Drive
McLean, VA 22101

Dear Alan:

This Letter of Agreement ("LoA") between the Code of Support Foundation ("COSF") and Susan Davis International, Ltd. ("SDI") for the services listed below represents an agreement covering the period June 15, 2011 to September 30, 2011 (the "Term").

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Scope

This LoA provides for services in support of launching COSF's "Campaign 99" through its kick off relay event (the "Event"). SDI will take the lead in planning and producing the Event, together with supporting related efforts, including strategic counsel and media relations advice.

Services

SDI will provide the following services to COSF (collectively, the "Services"):

- Strategic planning for positioning, launching and coordinating the Event.
- Sponsor research, marketing and relationship building.
- Logistical support to execute the Event and to provide support to related efforts, including strategic counsel and media relations advice. SDI will work with COSF to develop Event strategy and design; secure venues/dates; handle publicity; confirm and/or secure and coordinate supporting organizations; coordinate volunteer recruitment and management, as required; secure permitting through appropriate government agencies; provide counsel on collateral matters; manage production and distribution; oversee media planning and execution; coordinate special guest and talent recruitment and management; execute program development and scripting; provide vendor management; security

Susan Davis International

and protocol planning and management; coordinate grassroots and homefront group outreach; and provide onsite staff planning and management, budgeting, and final reports.

- Public relations and media outreach support for the Event.

SDI will manage individual state markets and the national effort to ensure:

1. Brand standardization
2. Cost efficiencies
3. Strong event concepts
4. Resource sharing
5. Effective media strategies
6. Sponsorship and fundraising coordination
7. Quality control



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Specific SDI deliverables include:

- Event plan
- Media plan
- Potential donor list
- After action reports

Payment for the Services

Pre-Event Fees

SDI will provide the Services during the period, June 1 – June 30, 2011, for a fee of \$25,000, plus expenses.

By June 30, 2011, COSF will decide, after considering SDI's recommendation, whether the Event can be accomplished during the August/September 2011 time period or will be rescheduled for a later TBD date. If COSF decides to reschedule the Event, SDI will deliver to COSF, the draft Event plan and the draft media plan.

If the Event is to be accomplished during the August/September 2011 time period, \$12,500 of the \$25,000 Pre-Event Fee will be credited against Additional National and State Fees payable to SDI as described below.

Susan Davis International

Additional National Fees

Estimated Additional National Fees for national public relations, event planning and execution, volunteer management and media relations will be \$400,000, plus expenses estimated at \$100,000.

Additional State Fees

Additional State Fees and expenses for individual state planning, media and execution are estimated at \$70,000 per state, to include contractors, production costs, printing, local advertising, catering, communications and equipment.

For the purposes of this LoA, the estimated Additional State Fees will be for 20 states for a total of \$1.4 million. If fewer states are engaged, the Additional State Fees will be reduced accordingly. If more states are engaged, the Additional State Fees will be increased accordingly. In either case, COSF will be charged the actual expenses of holding the Event in a given state. However, the Additional State Fees and expenses will be capped at \$70,000 per state, unless both parties to this LoA agree in writing to increase the amount.



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Payment will be as follows:

\$25,000 due upon signing of the LoA.

If COSF decides that it is financially feasible to hold the Event in the August/September 2011 time period, SDI and COSF will execute an addendum to this LoA setting forth an updated budget and payment schedule.

Sponsor/Donor Research, Marketing and Relationship Building

- As a complement to COSF's own fundraising outreach, by July 1, 2011, SDI will research potential sponsors/donors for the Event; develop a target list of potential sponsors/donors; develop personalized marketing packages; initiate relationship building for COSF; and assist COSF in potential donor/sponsor meetings.

COSF further agrees that SDI will be paid an additional fee as the parties may mutually agree for sponsor/donor research, marketing and relationship building services.

Susan Davis International

Invoices

All invoices are due upon receipt. Should invoices not be paid within thirty (30) days of the date of same, interest at the rate of one and one half percent (1.5%) per month may be charged for all outstanding charges.

Expenses

For the purposes of this LoA, "direct expenses" are those expenses incurred by SDI specifically and exclusively on account of its performance of the Services for COSF pursuant to this LoA, including, but not limited to, travel, long-distance telephone charges (other than on cell phones), copying, couriers and other postal or shipping charges, and other similar out-of-pocket expenses. These expenses will be invoiced to COSF monthly by SDI. If requested by COSF, SDI will provide COSF with receipts for expenses. Expenses in excess of \$5,000.00 shall be approved by COSF before incurred by SDI.

SDI agrees that it will work diligently to obtain any required products and services for the lowest reasonable cost, consistent with the quality, timeliness, and other factors specified by COSF.

Termination

In the event that the COSF terminates this LoA, SDI will suffer financial losses. The parties agree that the cancellation clause provides for liquidated damages that have been specifically agreed upon by the parties as a reasonable estimate of SDI's losses and do not constitute a penalty of any kind.

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Cancellation of the Event

Should the COSF cancel the Event for any reason other than Force Majeure or because COSF decided that holding the Event was not financially feasible, COSF agrees to immediately notify SDI in writing of such cancellation and COSF will be liable to SDI for a cancellation fee calculated in the manner described below. The cancellation fee is listed below and is calculated based on the date the written notice of cancellation is received by SDI.

Cancellation Fee

SDI shall be entitled to reimbursement for all direct expenses incurred and to a cancellation fee of \$25,000, if the event is canceled after June 30, 2011 but prior to August 15, 2011, or \$50,000, if the event is canceled on or after August 15, 2011. The cancellation fee shall be in addition to the Pre-Event Fees.

Should COSF re-schedule the canceled Event, COSF agrees to contract with SDI to provide the Services for the re-scheduled Event.

COSF agrees to pay the cancellation fee invoice received from SDI within 15 days of receipt thereof.

Cancellation of Agreement Due to Force Majeure

a) If COSF cancels or postpones the Event on account of a Force Majeure Event, it shall promptly notify SDI, and the cancellation fee set forth in "Cancellation of the Event" shall not apply. However, SDI shall be entitled to reimbursement for all billable hours and direct expenses incurred as of that date.

b) SDI shall not be liable for any delay in the performance of its obligations, or failure to perform, under this LoA if timely performance is precluded because of a Force Majeure Event. However, SDI shall notify COSF when either first becomes aware that performance will be delayed or will not occur, and upon the cessation of the Force Majeure Event, SDI shall fulfill any delayed performance as quickly as reasonably possible.

c) SDI shall not be liable for any delay in the performance, or failure to perform, by any vendor if the vendor's timely performance is precluded because of a Force Majeure Event. However, SDI shall notify the Client when either first becomes aware that a vendor's performance will be delayed or will not occur.



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d) For purposes of this LoA, a Force Majeure Event is any event, circumstance, or condition beyond the reasonable control of the party whose performance is delayed, including but not limited to, any Act of God; act of war; strike, lockout, or other labor or industrial disturbance (whether or not involving the party's employees); civil disturbance; future government orders claiming; governmental prohibition or substantial restriction of commercial air travel to or from the designated cities; act of a public enemy; riot; epidemic; sabotage; terrorist act; blockage; embargo; inability to secure customary materials, supplies, or labor through ordinary sources by reason of regulation or order of any government or regulatory body; delays due to inability to secure building or use permits within normal time periods; or earthquake, fire, hurricane, tornado, flood, washout, or explosion. Both parties agree that the services of the Patriot Guard Riders are being provided on a voluntary basis and are not within the control of COSF. Should Patriot Guard Riders services be withdrawn, such act will be considered a Force Majeure Event.

License

COSF hereby grants to SDI the non-exclusive royalty free right and license to use COSF's name and logo(s) in connection with producing materials for the Event, including slides, videos, speaker support, brochures, signage, banners and other printed material. All uses of COSF's name and logo shall be subject to the prior approval of COSF.

COSF represents and warrants that any and all logos, slogans, ideas, songs, pictures, graphs, audio, recording, videos or materials of similar nature which COSF, or a party requested by COSF, provides to SDI under this Agreement are owned by COSF, or that COSF has the right to use, and to grant SDI the rights to use such materials. Any cost associated with obtaining the rights to use such materials are borne by COSF even if they are not specified in Schedule A attached, unless specified in writing by the COSF to SDI, mutually agreed to, and signed by all parties.

Except for material independently created or invented by any entertainers (i.e. speakers, comedians, singers, dancers), SDI represents and warrants that any and all slogans, ideas, songs, pictures, graphs, audio, recordings, videos or materials of similar nature which SDI utilizes to provide the Services are licensed for use by SDI, and grants to COSF the right to use such materials. Again, all licensing cost associated with SDI obtaining the rights to secure third party approval to utilize such materials to provide the Services for COSF are borne by the COSF unless otherwise specified in writing by SDI to the Client. All licensing costs will be pre-approved by COSF.

Susan Davis International

Mailing address

All payments or notices should be sent in person or via Federal Express (Acct # 1113-2310-0) to:

Susan Davis International (SDI)
1101 K Street NW Suite 400
Washington, D.C. 20005

All notices shall be sent by personal delivery, prepaid courier service or registered or certified mail, and shall be effective only upon actual receipt by the addressee thereof, or tender and rejection of delivery. Any change of address must be by notice given pursuant to this section.

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Indemnification

COSF and SDI mutually agree to indemnify, defend and hold harmless each other and all members, officers, directors, shareholders, interest holders, partners, employees, successors and assigns from and against any and all claims, losses, damages, demands, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, actions and causes of action (including the payment of reasonable attorneys' fees and costs actually incurred, whether or not litigation is commenced) arising out of or in connection with this LoA. COSF's and SDI's duties to indemnify, defend and hold harmless shall not apply in instances of gross negligence or willful misconduct on the part of the party seeking indemnification, its employees or subcontractors.

Confidentiality

SDI agrees that any and all materials and information supplied by COSF to SDI and/or its employees or created by SDI for and funded by this LoA shall be treated as confidential and remain the property of COSF. Such materials and information shall be maintained in confidence and not revealed to others at any time, whether during or subsequent to the term of this LoA, in any fashion, form or manner, unless specifically consented to in writing by COSF.

In the event of expiration of this LoA, upon request, all such materials shall be returned to COSF within thirty days. Each party understands and agrees these materials or information, of COSF or created by SDI pursuant to this LoA, shall not be used for any purpose after notification of expiration without prior written consent of COSF. The obligations stated in this section shall survive the termination of this LoA.

Susan Davis International

Non-Solicitation

SDI's professional staff is one of its most valued assets. During the Term and for a period of one (1) year thereafter, COSF shall not employ, solicit or attempt the employment of, or assist anyone else to employ, any person who is, or was within the preceding six (6) months, an employee of, consultant to or agent of SDI, without the prior written consent of SDI. COSF shall not engage in any practice the purpose of which is to evade the provisions of this section of the LoA. COSF further agrees that if it should breach this section of this LoA, COSF will pay SDI liquidated damages in the form of a recruiting and training fee equal to one third of the employee's, consultant's or agent's most recent annual compensation from SDI, which the parties agree is a reasonable estimate of SDI's actual damages should this occur. SDI agrees to the same.

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Arbitration

Excepting any proceeding for a temporary restraining order, preliminary injunction or other pre-judgment remedy, any dispute arising hereunder / out of or relating to this LoA or any aspect of the relationship between the parties that cannot be resolved by good faith negotiation shall be settled exclusively by arbitration before a single arbitrator, in accordance with this section and the rules of the American Arbitration Association. Such arbitration shall be conducted in the District of Columbia. If the parties cannot agree upon a single arbitrator, one shall be appointed by the American Arbitration Association. The arbitrator may award compensatory or injunctive relief plus reasonable attorneys' fees and costs, but shall not award any punitive or exemplary damages. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Notwithstanding any provision to the contrary, the parties to such arbitration may conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to the control of the arbitrator.

Limitation of Liability

No COSF officer, director, employee, agent or volunteer, shall be personally liable to SDI for the payment of any fee or expense pursuant to this LoA nor shall any officer, director agent or volunteer guarantee any payment of fees to SDI.

Susan Davis International

Limitation on Total Fees

COSF shall not be liable to SDI for fees of any kind provided for by this LoA that exceed the total of grants, donations and / or contributions received by COSF during the Term.

Miscellaneous

This LoA constitutes the full understanding between COSF and SDI, and any addendum or modifications must be in writing and signed by both parties. The waiver by any party hereto of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. This LoA shall be governed by the laws of the District of Columbia applicable to agreements made and to be performed entirely in the District of Columbia, without regard to any otherwise applicable conflict of laws principles. The rights and obligations set forth in this LoA shall inure to the benefit of and shall be binding upon the parties hereto and their respective executors, administrators, heirs, successors and permitted assigns.

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The signature of COSF's authorized agent on this LoA indicates COSF's acceptance of the terms and conditions stated herein and thereby constitutes a binding contract. Please sign both the original and the copy, return the signed original to SDI and retain a copy for COSF's files.

We look forward to working with the Code of Support Foundation and appreciate the opportunity to be of service.

Sincerely,



Susan A. Davis
Chairman

Accepted

Code of Support Foundation
by:

Susan Davis International

Signature:



Title:

Chairman & CEO

Dated:

6/22/11

Susan Davis International
Corporation Tax
ID Number 52-1875992

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Code of Support Foundation (EIN 27-3485502)

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

Continuation Sheet

Part VIII, Item 4a

Your Specific Activities – Description of each fundraising program

The Foundation does not intend to conduct publically oriented fund raising programs. It will rely on selective grants and sponsorships, requests for which will be directed to corporations and foundations with which the Foundation has a relationship or to which the Foundation is referred. Contributions made through the Foundation's website will not be for the Foundation, but will be re-directed to a recommended list of participating Section 501(c)(3) tax-exempt organizations.

Code of Support Foundation (EIN 27-3485502)

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

Continuation Sheet

Part VIII, Item 4b

Your Specific Activities – Fundraising contracts

See narrative responses to Part V, Items 3a, 6a and 8a.

A copy of the June 14, 2011, letter of agreement between the Foundation and Susan Davis International is attached to the continuation sheet for Part V, Item 8a.

Code of Support Foundation (EIN 27-3485502)

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

Continuation Sheet

Part VIII, Item 14d

Your Specific Activities – Ultimate authority to use contributions

The Foundation's donors and sponsors will be corporations and foundations that are experienced in supporting the efforts of tax-exempt organizations and understand how their grants are used to advance the tax-exempt purposes of their grantees. In some cases, their support is restricted to a grantee's specific programs, projects or activities.



STATE CORPORATION COMMISSION

Richmond, September 21, 2010

This is to certify that the certificate of incorporation of

Code of Support Foundation

*was this day issued and admitted to record in this office and that
the said corporation is authorized to transact its business subject
to all Virginia laws applicable to the corporation and its business.
Effective date: September 21, 2010*



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission

ARTICLES OF INCORPORATION
OF
CODE OF SUPPORT FOUNDATION
a Virginia nonstock corporation

I, the undersigned natural person of an age of twenty - one years or more, hereby form a nonstock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia (hereinafter referred to as the Virginia Nonstock Corporation Act) and to that end set forth the following:

ARTICLE I.
NAME.

The name of the corporation is Code of Support Foundation (hereinafter referred to alternately as the "Corporation" or the "Foundation").

ARTICLE II.
DURATION.

The period of the Corporation's duration is perpetual.

ARTICLE III.
PURPOSES.

The Foundation is organized and shall be operated exclusively for tax-exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or corresponding future provisions of the Federal tax laws (hereinafter referred to as the "Code"). In furtherance of such purposes, the Foundation shall be authorized:

- (a) To promote, support and engage in activities carried on for charitable, scientific or educational purposes, including, but not limited to fostering, developing and contributing to efforts to advance and promote The Code of Support; to encourage all Americans to pledge to follow The Code of Support; to recognize and salute the selfless service of members of the Armed Forces (Active Duty, Guard and Reserve), veterans and their families to the nation; and to identify, support and partner with other nonprofit organizations whose missions embody the spirit of The Code of Support and which provide material support to service members, veterans and their families and by making gifts, grants, loans and advances to any organization, institution, agency or other body legally authorized to receive the same for such purposes. The Foundation shall make disbursements in accordance with the decisions of its Board of Directors, which shall be referred to as the "Board of Trustees" (the "Board"), to such organizations, institutions, agencies or other bodies as have control of the type of project for which the disbursements are provided and by making gifts, grants, loans and advances to other organizations,

institutions, agencies or other bodies engaged in charitable, scientific or educational activities.

- (b) To receive and maintain personal or real property or both; and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for charitable, scientific or educational purposes either directly or indirectly by contributions to organizations that qualify as organizations exempt from Federal taxation under Section 501(c)(3) of the Code.
- (c) To receive assistance, money, real or personal property and any other form of contributions, gift, bequest or devise from any person, firm, partnership or corporation, to be utilized in the furtherance of the Foundation's purposes; to enter into agreements or contracts for contributions to the Foundation for its purposes, provided, however that gifts shall be subject to acceptance by the Board as required by the Bylaws of the Foundation.
- (d) To establish an office and to employ such assistance and clerical personnel as may be necessary and proper in the judgment of the Board and to pay reasonable compensation for the services of such persons.
- (e) To distribute, in the manner, form and method, and by the means determined by the Board, any and all forms of contributions or other funds received by the Foundation in carrying out its charitable, scientific and educational programs in the furtherance of its stated purposes. Money and real or personal property contributed to the Foundation in furtherance of its purposes are and shall continue to be used exclusively for such purposes.
- (f) To invest and reinvest surplus funds in such securities and properties as the Board may from time to time determine.
- (g) To purchase, acquire, own, hold, guarantee, sell, assign, transfer, mortgage, pledge, loan or otherwise dispose of and deal in any bonds, securities, evidence of indebtedness or other personal property, as well as to purchase, acquire, own, hold, sell, transfer, mortgage or otherwise dispose of and deal in real estate and, as the owner of any such real or personal property, to exercise all the rights, powers and privileges of ownership.
- (h) To contract and be contracted with and to sue and be sued.
- (i) To adopt and use a corporate seal.

- (j) In addition to the foregoing, to engage in any and all other activities permitted to an organization exempt from Federal taxation pursuant to Section 501(c)(3) of the Code. To these ends, the Foundation may do and engage in any and all lawful activities that may be incidental or reasonably necessary to any of these purposes, and it shall have and may exercise all other powers and authority now or hereafter conferred upon nonstock corporations in the Commonwealth of Virginia.

ARTICLE IV. CHARITABLE LIMITATIONS.

Section 1. General Charitable Limitations.

Notwithstanding any other provision hereof, the Foundation shall not engage in any activity that is prohibited to an organization exempt from Federal income taxation pursuant to Section 501(c)(3) of the Code. No part of the income or principal of the Foundation shall inure to the benefit of any trustee or officer of the Foundation or to any other private individual, except that the Foundation shall be authorized and empowered to pay reasonable compensation for services actually rendered to it and to make reasonable payments and distributions in furtherance of the Foundation's purposes. In accordance with existing Federal tax laws, the Foundation shall not participate or intervene in any political campaign on behalf of any candidate for public office by publishing or distributing statements or in any other way. No substantial part of the Foundation's activities shall be the carrying on of propaganda, or otherwise attempting to influence legislation.

Section 2. Private Foundation Limitations.

In the event that, and for so long as, the Foundation is characterized as a private foundation within the meaning of Code Section 509(a), the Foundation (i) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code; (ii) shall distribute its income for each taxable year at such time and in such manner so as not to become subject to tax on undistributed income imposed by Section 4942 of the Code; (iii) shall not retain any excess business holdings as defined in Section 4943(c) of the Code; (iv) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and (v) shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE V. MEMBERS.

The Corporation shall have no members.

ARTICLE VI.
TRUSTEES.

Section 1. Powers.

The voting rights shall be vested in, and the affairs of the Corporation shall be managed by, the Board, the members of which shall be referred to as "trustees."

Section 2. Election of Trustees.

The initial members of the Board are identified in Section 4 below. Successor trustees shall be elected by the Board currently serving from time to time.

Section 3. Number of Trustees.

The number of trustees constituting the full Board shall be determined in accordance with the provisions of the Bylaws.

Section 4. Initial Board of Trustees.

The number of trustees constituting the initial Board is two (2). The names and addresses of the persons, who are to serve as the initial trustees until the first annual meeting of the Board or until their successors are elected and shall qualify, are:

Alan B. Salisbury
7249 Addington Drive
McLean, Virginia 22101-5661

Edward F. Rodriguez, Jr.
4133 Evergreen Drive
Fairfax, Virginia 22032-1018

ARTICLE VII.
TRUSTEES' AND OFFICERS' COMPENSATION
AND INDEMNIFICATION.

Section 1. Compensation.

A trustee or officer of the Foundation may receive reasonable compensation for personal services rendered as a trustee or officer or in any other capacity, so long as the services are reasonable and necessary to carrying out the Foundation's purposes, and may be reimbursed for expenses or advances made for the Foundation that are reasonable in character and amount and approved for payment in the manner provided by the bylaws. Provided, however, that the Foundation shall make no payment that would constitute "self-dealing" as defined in Section 4941(d) of the Code.

Section 2. Indemnification.

Every trustee and officer of the Foundation shall be indemnified by the Foundation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed in connection with any proceeding or any settlement of any proceeding (including any appeal thereof) to which a trustee or officer may be a party or may become involved by reason of being or having been a trustee or officer of the Foundation, whether or not a trustee or officer at the time such expenses are incurred, except when the trustee or officer is adjudged guilty of or liable for willful misfeasance or willful malfeasance in the performance of duties; provided that in the event of a settlement before entry of judgment, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Foundation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such trustee or officer may be entitled by law. Appropriate liability insurance may be provided for every officer, trustee and agent of the Foundation in amounts determined from time to time by the Board.

Section 3. Interest of Trustees and Officers in Contracts.

Any contract, whether for compensation or otherwise, or other transactions between the Foundation and one or more of its trustees or officers, or between the Foundation and any firm of which one or more of its trustees or officers are shareholders, partners or employees, or in which they are interested, or between the Foundation and any Foundation, association, or partnership of which one or more of its trustees or officers are shareholders, members, trustees, officers, partners, or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such trustee or trustees, officer or officers, at the meeting of the Board which acts upon or in reference to such contract or transaction and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board and the Board shall, nevertheless, authorize, approve, and ratify such contract or transaction by vote of majority of the trustees present. This section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE VIII. DISTRIBUTION OF ASSETS ON DISSOLUTION.

Although the period of duration of the Corporation is perpetual, if, for any reason, the Corporation is to be dissolved or otherwise terminated, no part of the property of the Corporation or any of the proceeds thereof shall be distributed to, or inure to the benefit of, any of the trustees or officers of the Corporation. Subject to the discharge of valid obligations of the Corporation, and to the applicable provisions of the Virginia Nonstock Corporation Act, such property shall be distributed as directed by the Board exclusively for the purposes of the Foundation, among one or more corporations, trusts, community chests, funds, or foundations organized and operated exclusively for religious, charitable, scientific, literary or educational purposes, no part of the net earnings of which inure to the benefit of any private shareholder, member, or individual, and no substantial part of the activities of which consist of carrying on propaganda or otherwise attempting to influence legislation, and which does not participate or intervene in any political campaign on behalf of any candidate for public office, or to other entities of the type

which qualify for exemption under Section 501(c)(3) of the Code. Any of such assets not so disposed of shall be disposed of by a court having jurisdiction over the Foundation, exclusively for such purposes, or to such organization or organizations as the court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE IX.
REGISTERED OFFICE AND AGENT.

The address of the initial registered office of the Corporation is 4133 Evergreen Drive, Fairfax, Virginia 22032-1018. The jurisdiction in which the initial registered office is located is the City of Fairfax. The name of the initial registered agent is Edward F. Rodriguez, Jr., who is an initial trustee of the Corporation, a resident of the Commonwealth and a member of the Virginia State Bar and whose address is the same as the Corporation's initial registered office.

ARTICLE X.
AMENDMENT OF ARTICLES.

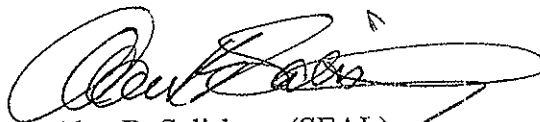
The provisions of these Articles of Incorporation may be amended, altered or repealed from time to time to the extent, and in the manner, prescribed by the Virginia Nonstock Corporation Act and additional provisions authorized by such laws as are then in force may be added. All rights herein conferred on the trustees are granted subject to this reservation.

ARTICLE XI.
INCORPORATOR.

The name and address of the incorporator is Alan B. Salisbury, 7249 Addington Drive, McLean, Virginia 22101-5661.

IN WITNESS WHEREOF, I have set my hand and seal to these Articles of Incorporation, and do hereby acknowledge the same to be my act on this 17th day of September, 2010.

INCORPORATOR:

A handwritten signature in black ink, appearing to read "Alan B. Salisbury", with a long horizontal flourish extending to the right.

Alan B. Salisbury (SEAL)
Initial Trustee

CODE OF SUPPORT
FOUNDATION
a Virginia nonstock corporation

BYLAWS

BYLAWS

Table of Contents

<u>ARTICLE 1</u>	<u>Corporate Offices</u>	<u>Page</u>
Section 1	Principal Office	5
Section 2	Registered Office	5
Section 3	Other Offices	5
<u>ARTICLE 2</u>	<u>Accounting Considerations</u>	
Section 1	Specific Accounting Procedures or Conventions	5
Section 2	Designation of Fiscal or Calendar Year	5
Section 3	Financial Statements	5
<u>ARTICLE 3</u>	<u>Keeping of Books and Records</u>	
Section 1	Obligation to Keep	6
Section 2	Trustee's Rights of Inspection	6
<u>ARTICLE 4</u>	<u>Board</u>	
Section 1	General Powers	6
Section 2	Number, Term and Qualifications	6
Section 3	Compensation	7
Section 4	Procedure for Elections	7
Section 5	Resignation of Trustees	7
Section 6	Procedure for Removal	7
Section 7	Method for Filling Vacancies	7
Section 8	Indemnification of Trustees	7
Section 9	Conflict of Interest	9

<u>ARTICLE 5</u>	<u>Meetings of Trustees</u>	
Section 1	Place of Meetings	9
Section 2	Annual Meetings	9
Section 3	Substitute Annual Meetings	9
Section 4	Special Meetings	10
Section 5	Notice	10
Section 6	Waiver of Notice	11
Section 7	Order of Business	11
Section 8	Quorum	11
Section 9	Attendance and Failure to Object	11
Section 10	Action without a Meeting	11
<u>ARTICLE 6</u>	<u>Board Committees</u>	
Section 1	Membership	12
Section 2	Authority	12
Section 3	Record of Proceedings	12
Section 4	Meetings	12
Section 5	Quorum	12
Section 6	Compensation	12
Section 7	Action without a Meeting	13
<u>ARTICLE 7</u>	<u>Officers</u>	
Section 1	Number	13
Section 2	General Authority and Duties	13
Section 3	Election, Term of Office and Qualifications	13
Section 4	Removal	13
Section 5	Resignations	13
Section 6	Vacancies	13
Section 7	Compensation	17

ARTICLE 8

Duties of Officers

Section 1	Chairman of the Board	14
Section 2	President	14
Section 3	Vice President(s)	14
Section 4	Secretary	15
Section 5	Treasurer	15
Section 6	Additional Officers	15

ARTICLE 9

Contracts, Loans, Checks and Deposits

Section 1	Contracts	15
Section 2	Loans	15
Section 3	Checks and Drafts	16
Section 4	Deposits	16

ARTICLE 10

General Provisions

Section 1	Corporate Seal	16
Section 2	Amendments to Bylaws	16
Section 3	Disallowed Payments to Officers and Employees	16
Section 4	Tax-Exempt Purposes	17

CODE OF SUPPORT FOUNDATION
a Virginia nonstock corporation

BYLAWS

ARTICLE 1

Corporate Offices

Section 1

Principal Office. The principal office of the Code of Support Foundation (the "Foundation") shall be at a place designated by the Board of Trustees (the "Board").

Section 2

Registered Office. The registered office of the Foundation, required by law to be maintained in the Commonwealth of Virginia, may be, but need not be, identical to the principal office.

Section 3

Other Offices. The Foundation may have other offices, at such other places within or without the Commonwealth of Virginia, as the Board may from time to time designate or as the affairs of the Foundation may require.

ARTICLE 2

Accounting Considerations

Section 1

Specific Accounting Procedures or Conventions. The Foundation shall keep its books with the specific method of accounting for tax and financial purposes to be determined by the Board.

Section 2

Designation of Fiscal Year. The Foundation shall operate on a fiscal year to be determined by the Board.

Section 3

Financial Statements. The Foundation shall prepare, on an annual basis, financial statements, which include a balance sheet as of the end of the fiscal year and an income statement for that year.

ARTICLE 3

Keeping of Books and Records

Section 1

Obligation to Keep. The Foundation shall keep, as permanent records, minutes of all meetings of the Board, a record of all actions taken by the Board without a meeting and a record of all actions taken by a committee of the Board in place of the Board on behalf of the Foundation. The Foundation shall maintain appropriate accounting records.

Section 2

Trustee's Right of Inspection. Any trustee shall have the right to inspect and, upon approval in advance, makes copies of the following records of the Foundation:

- a. Excerpts from minutes of any meeting of the Board;
- b. Records of any action of a committee of the Board, while acting in place of the Board on behalf of the Foundation;
- c. Records of actions taken by the Board without a meeting;
- d. Accounting records of the Foundation.

ARTICLE 4

Board

Section 1

General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Foundation managed under the direction of, the Board. The Board shall consist of trustees. Individual trustees may have areas of responsibility established by the Board, within which that trustee shall have primary responsibility.

Section 2

Number, Term and Qualification. The number of trustees of the Foundation shall be between three and twelve. Each trustee shall hold office until his or her death, resignation, removal or disqualification or until the expiration of his or her term and the election and qualification of a successor or until there is a decrease in the number of trustees. Trustees need not be residents of the Commonwealth of Virginia.

Section 3

Compensation. Trustees shall not be compensated for their services as trustees.

Section 4

Procedure for Elections. Members of the initial Board shall hold office until the first annual meeting and until their successor shall have been elected and qualified. Trustees shall be elected at the annual meeting of the Board to hold office for a one year term ending at the next annual meeting and until their successor shall be elected and qualified. Trustees shall be elected by the existing trustees. Those persons who receive the highest number of votes shall be deemed to have been elected.

Section 5

Resignation of Trustees. A trustee may resign at any time by delivering written notice to the Secretary. A resignation is effective when the notice is delivered. The Board may fill the vacancy under Section 7 of this Article.

Section 6

Procedure for Removal. Any trustee may be removed from office, with or without cause, if the number of votes cast to remove him constitutes a majority of the votes entitled to be cast at an election of trustees. If any trustees are removed, new trustees may be elected at the same meeting.

Section 7

Method for Filling Vacancies. A vacancy occurring in the Board, including a vacancy resulting from an increase in the number of trustees, may be filled by the Board, or a majority of the trustees in office, even if less than a quorum.

Section 8

Indemnification of Trustees.

a. To the full extent permitted by the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, no trustee or officer of the Foundation shall be liable to the Foundation for monetary damages.

b. To the full extent permitted and in the manner prescribed by the Virginia Nonstock Corporation Act and any other applicable law, the Foundation shall indemnify a trustee or officer of the Foundation, who is or was a party to any proceeding by reason of the fact that he is or was such a trustee or officer or is or was serving at the request of the Foundation as a trustee, officer, employee or agent of another Foundation, partnership, joint venture, trust, employee benefit plan or other enterprise. The Board is hereby empowered, by majority vote of a quorum of disinterested trustees, to contract in advance to indemnify any trustee or officer.

c. The Board is hereby empowered, by majority vote of a quorum of disinterested trustees, to cause the Foundation to indemnify or contract in advance to indemnify any person not specified in Section b. of this Article, who was or is a party to any proceeding, by reason of the fact that he is or was an employee or agent of the Foundation, or is or was serving at the request of the Foundation as trustee, officer, employee or agent of another Foundation, partnership, joint venture, trust, employee benefit plan or other enterprise, to the same extent as if such person were specified as one to whom indemnification is granted in Section b.

d. The Foundation may purchase and maintain insurance to indemnify it against the whole, or any portion, of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board may determine, on behalf of any person, who is or was a trustee, officer, employee or agent of another Foundation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against or incurred by any such person in any such capacity or arising from his status as such, whether or not the Foundation would have power to indemnify him against such liability under the provisions of this Article.

e. In the event that there has been a change in the composition of a majority of the Board after the date of the alleged act or omission with respect to which indemnification is claimed, any determination as to indemnification and advancement of expenses with respect to any claim for indemnification made pursuant to Section (b) of this Section 8 shall be made by special legal counsel agreed upon by the Board and the proposed indemnitee. If the Board and the proposed indemnitee are unable to agree upon such special legal counsel, the Board and the proposed indemnitee each shall select a nominee, and the two nominees shall select such special legal counsel.

f. The provisions of this Section 8 shall be applicable to all actions, claims, suits or proceedings commenced after the adoption hereof, whether arising from any action taken or failure to act before or after such adoption. No amendment, modification or repeal of this Article shall diminish the rights provided hereby or diminish the right to indemnification with respect to any claim, issue or matter in any then pending or subsequent proceeding that is based in any material respect on any alleged action or failure to act prior to such amendment, modification or repeal.

g. Reference herein to trustees, officers, employees or agents shall include former trustees, officers, employees and agents and their respective heirs, executors and administrators.

Section 9

Conflict of Interest. No Trustee may vote upon a matter coming before the Board in which he or she has a direct or indirect financial interest. Immediately upon becoming aware that such a conflict may exist, the Trustee shall disclose the conflict to the Board and refrain from voting on the matter. Any such disclosure and withdrawal shall be fully documented in the minutes of the meeting of the Board.

ARTICLE 5

Meetings of Trustees

Section 1

Place of Meeting. All meetings of the trustees shall be held at the principal office of the Foundation or at such other place, either within or without the Commonwealth of Virginia, as shall be designated in the notice of the meeting or agreed upon by a majority of the trustees entitled to vote at the meeting.

Section 2

Annual Meeting. The annual meeting of the trustees of the Foundation shall be held at such place as may be designated by the Board at for the purpose of electing trustees of the Foundation and for the transaction of such other business as may be properly brought before the meeting. Failure to hold the annual meeting at the designated time and place shall not work a forfeiture or dissolution of the Foundation.

Section 3

Substitute Annual Meeting. If the annual meeting shall not be held on the date designated by these Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 4 of this

Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 4

Notice. Written, including electronic, notice stating the time and place of a meeting of the trustees shall be given not less than ten (10) nor more than sixty (60) days before the date thereof, either personally or by mail, including electronic mail, by or at the direction of the President, Secretary or other person calling the meeting, to each trustee entitled to vote at such meeting, at his or her street or electronic mail address as it appears on the records of the Foundation, unless such trustee shall have filed with the Secretary a written request that notices intended for him or her be sent to some other street or electronic mail address, in which case notices shall be sent to the address designated in such request. If mailed, such notice shall be deemed to be given when deposited in the United States Mail, addressed to the trustee at his address, as it appears on the records of the Foundation, with postage thereon prepaid. If sent by electronic mail, such notice shall be deemed to be given when such notice arrives at the trustee's internet service provider.

Unless required by the Virginia Nonstock Corporation Act, notice of an annual meeting need not state the purpose or purposes for which the meeting is called. Notice of a special meeting shall state the purpose or purposes for which the meeting was called.

If an annual or special meeting is adjourned to a different date, time or place, notice need not be given if a new date, time or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or shall be fixed under the provisions of the Virginia Nonstock Corporation Act, notice of the adjourned meeting shall be given under this Section to persons who are trustees as of the new record date

Section 5 Waiver of Notice. Whenever any written notice is required to be given by the Virginia Nonstock Corporation Act, by the Articles of Incorporation or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to any notice required to be given.

Section 6 Order of Business. The suggested order of business of meetings of the Board may be as follows:

- a. Call to order and roll call
- b. Proof of notice of meeting or waiver of notice
- c. Reading of minutes of previous meeting
- d. Reports of officers
- e. Election of trustees (annual meeting)
- f. Unfinished business
- g. New business
- h. Adjournment

Section 7 Quorum. A majority of the trustees fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board. The affirmative vote of a majority of the Board members present may adjourn any meeting, and such meeting may be held as an adjourned meeting without further notice at any time.

Section 8 Attendance and Failure to Object. Attendance of a trustee at a meeting shall constitute a waiver of notice of the meeting, except, as provided in Section 3 of this Article. A trustee who is present at a meeting of the Board, at which action on any corporate matter is taken shall be deemed to have assented to the action taken unless: (1) he objects at the beginning of the meeting or promptly upon his arrival to holding it or transacting specified business at the meeting; or (ii) he votes against, or abstains from, the action taken.

Section 9 Action Without a Meeting. Any action may be taken without a meeting if one or more written consents setting forth the action are signed either before or after such action by all of the trustees and filed with the minutes of the proceedings of the Board.

ARTICLE 6

Board Committees

- Section 1 Membership. The Board, by resolution adopted by a majority of the Board in office when the action is taken, may create one or more committees and appoint two or more trustees to serve on each such committee. The creation of a committee and the delegation of authority to it shall not operate to relieve the Board or any member of it of any responsibility imposed upon it or him / her by law. No member of a committee shall continue to be a member of it after he ceases to be a trustee of the Foundation. The Board shall have the power at any time to increase or decrease the number of members of a committee, to fill vacancies on it, to remove any member of it and to change its functions or terminate its existence.
- Section 2 Authority. A committee shall have and may exercise all authority delegated to it in the resolution of the Board creating such committee. A committee may formulate and recommend to the Board for approval general policies regarding the management of the business and affairs of the Foundation.
- Section 3 Record of Proceedings. A committee shall keep minutes of its acts and proceedings. These minutes shall be submitted to the next succeeding meeting of the Board for approval; however, failure to submit or to receive approval of them shall not invalidate any action taken upon authorization contained in them.
- Section 4 Meetings. Meetings of a committee, of which no notice shall be necessary, shall be held on such days and at such places as determined by its members.
- Section 5 Quorum. A majority of a committee shall be necessary to constitute a quorum for the transaction of any business. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.
- Section 6 Compensation. Trustees shall not be compensated for their services as members of committees.

Section 7

Action Without a Meeting. Action taken by a committee member without a meeting is nevertheless committee action if one or more written consents to the action are signed by all the members and filed with the minutes of the proceedings of a committee, whether done before or after the action so taken.

ARTICLE 7

Officers

Section 1

Number. The principal officers shall consist of a President, a Secretary and a Treasurer and such assistant officers as may be deemed necessary and elected by the Board. Any two (2) or more principal offices may be held by the same person.

Section 2

General Authority and Duties. All officers and agents of the Foundation, as between themselves and the Foundation, shall have such authority and perform such duties in the management of the Foundation as may be provided in these Bylaws or as may be determined by resolution of the Board, not inconsistent with these Bylaws.

Section 3

Election, Term of Office and Qualifications. The principal and assistant officers shall be elected annually by the Board at its annual meeting or as soon thereafter as conveniently possible. Each officer shall hold office until his or her successor is elected and qualified, or until his death, resignation or removal, whichever event shall first occur. Election of an officer shall not of itself create contract rights.

Section 4

Removal. Any officer may be removed, with or without cause, at any time by a vote of the Board. Any removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5

Resignations. Any officer may resign at any time by delivering notice to the Secretary. The resignation shall take effect upon delivery.

Section 6

Vacancies. Any vacancy in any office because of death, resignation, removal or any other cause shall be filled for the unexpired portion of the term in the manner prescribed in these Bylaws for election or appointment to the office.

Section 7

Compensation. Officers shall not be compensated for their services as officers.

ARTICLE 8

Duties of Officers

- Section 1 Chairman of the Board. There may be a Chairman of the Board elected by the trustees from their number at any meeting of the Board. The Chairman shall preside at all meetings of the Board and perform such other duties as may be directed by the Board. The Chairman shall be eligible for election to the office of President
- Section 2 President. The President shall be the principal executive officer of the Foundation and, subject to the control of the Board, shall supervise and control the management of the Foundation in accordance with these Bylaws.
- The President, when present, shall preside at all meetings of the Board. He or she shall sign, with any other proper officer, any deeds, mortgages, bonds, contracts or other instruments which may be lawfully executed on behalf of the Foundation, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be delegated by the Board to some other officer or agent; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.
- Section 3 Vice President(s). There may be one or more Vice President(s), one of whom, unless otherwise determined by the Board, shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, the Vice President(s) shall perform such other duties and have such other powers as may be prescribed by the Board or the President or other officer authorized by the Board to prescribe the duties of the Vice President(s).

Section 4

Secretary. The Secretary shall have the responsibility for preparing and maintaining custody of minutes of the meetings of the Board and for authenticating records of the Foundation. He or she shall give all notices required by law and by these Bylaws. He or she shall have general charge of the corporate books and records and of the corporate seal, and he or she shall affix the corporate seal to any lawfully executed instrument requiring it. He or she shall sign such instruments as may require his or her signature and, in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her from time to time by the President or by the Board.

Section 5

Treasurer. There may be a Treasurer, who shall have custody of all funds and securities belonging to the Foundation and shall receive, deposit or disburse the same under the direction of the Board. The Treasurer shall, in general, perform all duties incident to his office and such other duties as may be assigned to him from time to time by the President of the Board or other officer authorized by the Board to prescribe the duties of the Treasurer.

Section 6

Assistant Officers. The Board may elect assistant officers, including additional vice presidents and one (1) or more assistant vice presidents, assistant secretaries and assistant treasurers, with such powers and duties as the Board shall deem necessary. Any such assistant officers shall hold office at the pleasure of the Board.

ARTICLE 9

Contracts, Loans, Checks and Deposits

Section 1

Contracts. The Board may authorize any officer or officers to enter into any contract or to execute and deliver any instrument on behalf of the Foundation, and such authority may be general or confined to specific instances.

Section 2

Loans. No loans shall be contracted on behalf of the Foundation and no evidence of indebtedness shall be issued in its name unless authorized by the Board. Such authority may be general or confined to specific instances.

Section 3 Checks and Drafts. The Board may authorize any officer or officers and/or employee or employees of the Foundation to sign checks or drafts on such account or accounts as shall be established by the Foundation. Such authorization shall be by a duly adopted resolution of the Board.

Section 4 Deposits. All funds of the Foundation not otherwise employed shall be deposited from time to time to the credit of the Foundation in such depositories as the Board shall elect.

ARTICLE 10

General Provisions

Section 1 Corporate Seal. The corporate seal of the Foundation shall be in such form and bear such inscription as may be adopted by resolution of the Board.

Section 2 Amendments to Bylaws. Except as otherwise provided herein, these Bylaws may be amended or repealed and new Bylaws may be adopted by a majority of the Board.

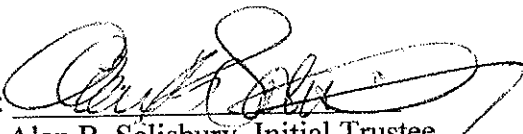
Section 3 Disallowed Payments to Officers and Employees. Any payments made by the Foundation to an officer or employee of the Foundation, such as salary, commission, bonus, interest, rent or entertainment expense, incurred by such officer or employee, which shall be disallowed in whole or in part as a deductible expense of the Foundation by the Internal Revenue Service, shall be reimbursed to the Foundation by such officer or employee to the full extent of such disallowance. It shall be the duty of the Board to enforce reimbursement of each such amount disallowed. In lieu of a lump sum reimbursement by the officer or employee, upon approval of the Board, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Foundation has been fully reimbursed.

Section 4

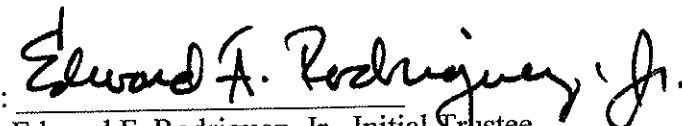
Tax-Exempt Purposes. The Foundation shall be organized and operated so that any and all activities are consistent with its tax-exempt purposes, as approved by the Internal Revenue Service, consistent with its status as a charity, as defined by §501(c)(3) of the Internal Revenue Code of 1986 (as amended) and as otherwise permitted under federal, state and local law.

These Bylaws were approved by a Unanimous Written Consent of the Initial Trustees in Lieu of an Organizational and first Annual Meetings, dated November 4, 2010.

Code of Support Foundation

By: 
Alan B. Salisbury, Initial Trustee

November 4, 2010

By: 
Edward F. Rodriguez, Jr., Initial Trustee

November 4, 2010