

**BYLAWS OF
ROBERT RUSSELL EASTERN STAR - MASONIC HOME
OF COLORADO, INC. (the "Corporation")**

Revised: October 28, 2017

Article I. BOARD OF TRUSTEES

Section 01: **Number of Trustees; Election and Removal.** The **Board of Trustees** of this Corporation shall consist of between seven (7), nine (9) or eleven (11) voting members ("Trustees"), as is determined by the Board of Trustees by annual resolution. The Trustees shall manage the affairs of this Corporation and perform the duties of a board of directors in accordance with the Colorado Revised Nonprofit Corporation Act, C.R.S. §7-121-101 *et seq.*

- (a) The Board of Trustees shall be self-perpetuating in the manner provided for in these Bylaws.
- (b) Trustees shall serve until their successors are duly elected. Proxies are not allowed for Trustees.
- (c) It shall be the goal of the Corporation to maintain at least, a majority of Trustees as representatives of the Masonic family members in good standing.
- (d) Trustees shall be elected at the Annual Meeting of the Board of Trustees. At each such Annual Meeting at which a quorum is present, there shall be an election to elect successor Trustees for Trustees whose term in office then expires. In addition, any Trustee vacancies which exist at the time of any annual, regular, or special meeting of the Board of Trustees, regardless of how such vacancies were created, shall be filled by an election at such meeting. Each Trustee, including each Trustee whose term in office shall expire upon the holding of such election, shall have one vote for each position on the Board of Trustees to be filled at such election.
- (e) Trustees may be removed from office in accordance with the applicable provisions of law and these Bylaws.
- (f) The Board of Trustees may hold an Executive Session at its discretion for sensitive matters including, but not limited to, confidential personnel information, contracts, lawsuits, deliberation over purchase of real property, competitively sensitive information, and discussion of any matters on which the Board may receive legal advice from an attorney. Only voting Trustees may attend such executive sessions.

Section 02: **Nominations.** The Chairperson of the **Board of Trustees** shall **appoint a Nominations Committee to identify candidates for election to the Board.** The committee shall have a majority of its members from the Board, and may include such other members as the President may appoint. The Nominations Committee shall seek out potential board members who have professional qualifications as provided in these Bylaws, and shall make a concerted effort to find such persons from the Masonic family. Persons who are identified by such nominating committee and who seek to be nominated for election

shall file a written notice and a copy of his/her resume with the Secretary of the Corporation of intention to be a candidate for selection prior to issuance of the notice of the Board of Trustees Annual Meeting.

Section 03: **Qualifications.** The following qualifications apply to all Trustees.

- (a) A Trustee must be at least 18 years of age.
- (b) A Trustee should fill a needed perspective for the Board of Trustees as determined by the Board of Trustees, including but not limited to a background or experience in finance, law, management, construction, human resources, diverse life experiences, and Masonic life. The Board of Trustees may also nominate, at the discretion of the board, a Trustee who is a resident of the Robert Russell Eastern Star Masonic Retirement Campus or a resident's family member.
- (c) A Trustee must be in good standing in all professions for which the Trustee is licensed and engaged and not have any public negative disciplinary history with any professional licensing bodies regulating his or her profession(s). A sitting Trustee that has been disciplined by his or her professional licensing body must immediately be removed as a Trustee by the Chairperson unless the Board of Trustees, at a special, regular, or annual meeting of the board, elects by two-thirds (2/3) vote to allow the Trustee to remain on the board.
- (d) Each Trustee candidate will willingly submit to a criminal background check before becoming a Trustee, and have a record free of convictions for matters of assault, fraud, sexual offense, or abuse of positions of trust.
- (e) Each Trustee must meet any applicable criteria for members of the governing board of a licensed Assisted Living facility in the State of Colorado and under applicable residential payment programs offered through Medicare, Medicaid or the Program of All-Inclusive Care for the Elderly.
- (f) Any Board of Trustees candidate who does not meet the above criteria during the process of nomination and throughout his or her tenure will be rejected by the Board of Trustees for appointment, or automatically removed from his or her position as a Trustee, upon notice from the President of the Board.

Section 04: **Meetings.** Roberts Rules of Order shall apply at all meetings of the Board of Trustees. No business shall be transacted unless there be present a quorum of at least a simple majority of the Trustees then in office at the meeting. Each Trustee is entitled to one vote at all annual, regular or special meetings of the Board of Trustees.

- (a) **Annual Meeting.** The annual meeting of the Board of Trustees shall be held on the third Saturday of October at a time as designated by the Board of Trustees at the principal office of the

Corporation. If for any reason no meeting of the Board of Trustees is held at such time or place, but the Trustees nevertheless designate a meeting of the Board of Trustees held at another time or place as the annual meeting thereof, then such meeting shall, be considered to be a special meeting of the Board of Trustees for purposes of determining by whom such meeting may be called and the time and place at which such meeting may be held. The purposes of the annual meeting shall be to elect Trustees, to elect officers, to determine actions to be taken to carry out the purposes of the Corporation, and to transact such other business as may come before the meeting.

- (b) **Regular Meetings.** The **Board of Trustees shall meet regularly** not less than once every three (3) months, and for this purpose only, the quarter is defined as starting from the calendar month after the month the Board of Trustees Annual Meeting is held. Notice of the regular meeting shall be given at least **21** days prior to the date of the meeting. Stipulation of the annual Board calendar shall fulfill the requirement for notice.
- (c) **Special meetings.** Special meetings may be called at any time at the pleasure of the Chairperson of the Board of Trustees or at the written request of the Trustees who constitute not less than twenty (20) percent of the Board of Trustees. Such meetings shall be held at such time and place as may be designated in the notice thereof.
- (d) **Notice of all special meetings** will be sent by mail (electronic or postal) to each individual member of the Board of Trustees to be received at least forty-eight (48) hours before the date of such meeting.
- (g) **Action without a Meeting.** The Board of Trustees may take action, by no less than two thirds (2/3) written or electronic consent in lieu of a meeting. To accomplish two thirds (2/3) written or electronic consent, each Trustee shall be presented with an identical resolution or other proposed Trustee action for approval. The Trustee's approval, if granted, shall be manifest by the Trustee's handwritten signature, or by delivery of the Trustee's intentionally affixed electronic signature, sound, symbol, or process logically associated with the return of the resolution and otherwise executed in accordance with the Uniform Electronic Transaction Act, COLO. REV. STAT. §24-71.3-101 et seq.

Section 05: **Tenure of Trustees.**

- (a) Trustees shall hold office for a term of five (5) years each, or until a successor is elected and qualified. The terms of the Trustees shall be staggered.
- (b) A person related to a Trustee, including a spouse, significant other, direct descendants, or siblings of a Trustee, may not serve on the Board of Trustees at the same time as the Trustee.

- (c) A Trustee elected to fill a vacancy on the Board of Trustees shall be elected for the unexpired term, if any, of his or her predecessor in office.

Section 06: **Conflict of Interest**. The Trustees shall **disclose in writing** to the Board of Trustees any person to whom they are closely related or organization with which they are affiliated who or which presently transacts business with the Corporation, or may be expected to do so in the future (“a Conflicting Interest Transaction”). The disclosure shall be updated and resubmitted on a yearly basis, or whenever the Trustee becomes aware of a conflicting interest transaction.

- (a) An affiliation with an organization will be considered to exist when a Trustee or member of their immediate family or close relative is an officer, director, trustee, partner, employee, owner or agent of the organization, or has any other dealings with the organization recognized as a conflict of interest under the laws applicable to corporations recognized as charitable under Section 501(c)(3) of the Internal Revenue Code.
- (b) The Trustee shall not be entitled to vote on the decision to enter into a Conflicting Interest Transaction.

Section 07: **Resignation**. Any Trustee may resign at any time by giving written notice of such resignation to the President of the Board of Trustees stating the effective date of the resignation. No action need be taken by the Board for such resignation to be effective.

Section 08: **Removal of a Trustee**. The Board of Trustees may at any time and for cause it may deem appropriate, in its sole discretion, **remove any Trustee** by, no less than, a two-thirds (2/3) vote of the Trustees (except the Trustee subject to the vote of removal) at a duly called meeting of the Board of Trustees. Before such removal is made, the Trustee upon whom the vote is to be taken must be given at least seven (7) days written notice of such proposed action.

- (a) When a Trustee is absent for three (3) consecutive Board of Trustees meetings, his or her Trusteeship must be re-evaluated by the Board and said Trustee may at the sole discretion of the Board and by, at least, a two-thirds (2/3) vote of the Trustees be deemed to have resigned.
- (b) A Trustee who fails to maintain compliance with the qualifications for appointment shall be automatically removed from office in accordance with Article I, Section 03 (f) above.

Section 09: **Board Committees**. The Board of Trustees may at any time **establish one or more standing or special committees** (“Board Committees”) to perform such functions as are described in a resolution of the Board describing the Board Committee’s function. Board Committees shall not have the power to exercise the responsibilities and fiduciary duties of the entire Board of Trustees except if such delegation of power is expressly authorized in the resolution that established the Board Committee and the exercise of such power is consistent with the laws governing Colorado nonprofit corporations and

organizations granted charitable status under Section 501(c)(3) of the Internal Revenue Code. Each Board Committee shall keep regular minutes of its meetings which shall be kept in the files of the Corporation.

Section 10: **Management of Corporation.** It shall be the responsibility of the Board of Trustees to obtain the services of an **Executive Director** and/or management services company who shall be solely responsible to the Board of Trustees and shall perform such duties identified by the Board of Trustees and assume such responsibilities directed by the Board of Trustees.

Article II. OFFICERS

Section 01: **Elected Officers.** The **Officers** of the Board shall, at all times, include a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer, who shall be selected from the members of the Board of Trustees by a simple majority present at the Annual Meeting of the Trustees each year. When an elected officer of the Board of Trustees is absent for three (3) consecutive regular meetings of the Board of Trustees, the Chairperson, or the Vice Chairperson in cases where the Chairperson is absent three (3) consecutive regular meetings of the Board, shall have the option of replacing said officer. A Recording Secretary shall be appointed by the Board of Trustees at the first regular meeting of the Trustees each year.

Section 02: **Chairperson.** The **Chairperson** shall preside at all meetings of the Board of Trustees at which he/she is present, shall execute and sign all deeds, bonds, notes, and have the authority to delegate to a representative the signing of contracts or other instruments of writing made and, entered into by and on behalf of the Corporation with the knowledge and consent of the Board. He/she may call special meetings of the Board of Trustees at his/her own volition, and shall do so on the written request of at least twenty (20) percent of the members of the Board of Trustees; and shall generally perform such other duties and functions as are ordinarily incident to such office. Books of Record shall be made available for inspection by the Chairperson and it shall be his/her duty to see that records are properly kept, at all times.

Section 03: **Vice Chairperson.** The **Vice Chairperson** shall discharge the duties of the Chairperson in the absence, inability, instance of conflict of interest, or refusal of the Chairperson to discharge the duties of his/her office. In the absence, inability, conflict or refusal of the Chairperson and Vice Chairperson to perform their duties, the Board of Trustees may elect a Chairperson pro-tempore who shall perform all the duties of the office.

Section 04: **Secretary.** The **Secretary** shall keep a record of the proceedings of the Board of Trustees. The Secretary shall attest all official documents with his/her signature and the seal of the Corporation. The Secretary shall also keep a record book in which shall be recorded the Certificate of Incorporation, these Bylaws, and the minutes of all meetings of the Board of Trustees. The Secretary shall oversee the correspondence of the Corporation and give written notice of meetings of the Board of Trustees in the manner required by these Bylaws.

Section 05: **Treasurer**. The **Treasurer and Finance Committee** shall oversee all financial transactions of the corporation and make appropriate recommendations. The Treasurer shall oversee the Investment Portfolio and all activities associated with the Investment Portfolio.

Article III. MEETING OF MEMBERS - HOUSE OF DELEGATES

Section 01: **Member Representatives; Meetings**. Representatives of the Chapters of the Order of the Eastern Star and Lodges who comprise the **House of Delegates** shall be the members of the Corporation ("Members"). The representatives of the members of the Corporation (the "Representatives") shall be elected as described in Section 02 below.

- (a) **Special meetings** of the Members shall be notified by the Chairperson of the Board of Trustees upon the written request of any five (5) Representatives. The Secretary of the Board of Trustees shall notify all Representatives, and the Chairperson of the House of Delegates, of all special meetings by written or electronic notice at least twenty-one (21) days prior to such meeting.
- (b) The Secretary of the Board of Trustees shall be responsible for the registration of all Representatives at all meetings of the Corporation. The Secretary shall be responsible for sending the minutes of all Member meetings to the Representatives including the minutes of the special meetings called by the Chairperson.

Section 02: **Representative Voting**

- (a) Each chartered OES Chapter and Lodge, in good standing, and Star Vista Village shall be entitled to one Representative who shall have one (1) vote for such Chapter, Lodge, and Star Vista Village in all business of the members of the Corporation. A Lodge or Chapter may name up to two (2) alternate Representatives in case the primary Representative cannot attend or be seated for any meeting.
- (b) The Lodge or Chapter Representative shall be a member in good standing of that Lodge or Chapter. The Representative from Star Vista Village shall have one (1) vote.
- (c) In order for a Representative or alternate to be recognized, a Lodge, Chapter or Star Vista Village Presiding Officer must notify the Board of Trustees in writing of the Representative and/or alternate selection 21 days before any meeting where the Representative is to be recognized, or by June 30 annually for the Annual Meeting. Shorter notice may be made in the discretion of the President of the Board of Trustees if the reason for the absence of a

previously identified Representative is illness, death, or other unexpected and significant difficulty.

- (d) Business shall be transacted by a majority vote of the Representatives present at the Members' meeting at which a vote is taken.

Section 03: **Powers of the Members.** All persons in attendance at the annual meeting of the Members who wish to speak shall be granted a specific amount of time, to be determined by the President of the Board, to voice their concerns or communicate their ideas on specific issues raised in such annual report, but any advisory vote shall be cast only by authorized Representatives. It is expressly understood that all votes of the Representatives are advisory only, and nothing herein shall be construed to limit or defeat the Board of Trustees' sole fiduciary and decision-making authority for the Corporation.

Article IV. METHOD OF FINANCING THE HOME ENDOWMENT FUND; BUDGET

In 1958 the Grand Chapter established the Robert Russell Order of the Eastern Star Home Endowment Fund, hereinafter referred to as the **Endowment Fund**, which consisted of the Endowment Fund and the assets of the land sale fund as shown on the books of the Grand Chapter as of August 1, 1958, and which includes any money for property whether real or personal, hereinafter designated to the Endowment Fund. Beginning August 1, 1959, and at the close of each fiscal year of the Robert Russell Eastern Star Home, Inc., thereafter, ten percent (10%) of the total income of the Endowment Fund shall be transferred to the Principal of the Endowment Fund and shall become a permanent part thereof.

Section 01: **Endowment Fund.** The **Endowment Fund** shall be administered by the Board of Trustees. The Endowment Fund shall be for the support and maintenance of the Robert Russell Eastern Star - Masonic Center of Colorado, Inc. (which may be hereinafter or in the documents associated with the management of or receipt of funds by the Endowment referred to as "The Home") as well as the necessary administrative expenses of the Endowment Fund and disbursements here from shall be made as follows:

- (a) The income and the principal of the Endowment Fund shall be managed by the Trustees, as fiduciaries, in accordance with the Uniform Prudent Management of Institutional Funds Act as enacted in Colorado, C.R.S. 15-1-1101 *et. seq.*
- (b) Assets of the Endowment Fund may be invested, reinvested, bought/sold, transferred or converted in accordance with the Board of Trustees' Investment Policy.
- (c) All instruments necessary for purchase of conveyance of real or other property on behalf of or belonging to the Endowment Fund shall be approved and authorized by the Board of Trustees.

Section 02: **Operating and other Funds**. All funds, monies, property, and securities now on hand as well as all funds, monies, property, and securities, that shall hereafter belong or accrue to the operation and maintenance of the Robert Russell Eastern Star - Masonic Center shall be paid to and kept in the custody of the Board of Trustees. The Board of Trustees shall deposit such funds to an account to be known as the General Operating Fund, or, if consistent with the advice of the Corporation's Certified Public Accountants, the endowment funds may be deposited in such other accounts under the control of the Board of Trustees as are prudent to engagement in effective management of the Endowment. Such funds or monies shall be disbursed by order of the Board of Trustees on Voucher Checks in the name of the Corporation, or by persons acting in accordance with financial policies adopted by the Trustees.

Section 03: **Charitable Remainder Trusts**. Charitable remainder trusts may be accepted by, and shall be administered by, the Board of Trustees if such trust funds are accepted by the Board of Trustees in writing after consideration of the designated purposes of the trust and the needs and goals of the Corporation. Assets of a charitable remainder trust may be invested, bought, sold, transferred, or otherwise managed in accordance with the Investment Policies adopted from time to time by the Board of Trustees.

Section 04: **Budget**. The Board of Trustees shall at each **Annual Meeting** present their adopted budget for the ensuing year.

- (a) The Corporation shall **operate within the budget** as approved by the Board of Trustees. If any unforeseen circumstances arise, the Executive Director may request a special Board meeting.

Article V. SEAL

Section 01: The **Corporation** no longer utilizes a corporate seal.

Article VI. OFFICE

Section 01: The **principal office** of the Corporation shall be located in the City and County of Denver, State of Colorado.

Article VII. COMPENSATION

Section 01: The Trustees shall not receive any stated salary for their services. Fair Market Value compensation may be made to Trustees and elective or appointive officers for special services rendered under the direction of the Board of Trustees but no compensation shall be paid unless such compensation was duly authorized prior to the performance of the service and the amount fixed by resolution of the Board of Trustees.

Article VIII. INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS

Section 01: **Definitions.** For the purpose of the Article, the following terms shall have the meaning set forth below:

"**Corporation**" means the Corporation and, in addition to the resulting or surviving corporation, any domestic or foreign entity that is a predecessor of the Corporation, by reason of a merger, consolidation or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

"**Employee**" means a person employed by the Corporation to perform management, supervisory, or other activities on behalf of the Corporation, when the person is acting within the scope of the duties assigned to him or her by the Corporation.

"**Expenses**" means the actual and reasonable expenses including counsel's fees incurred by a Party, in connection with a Proceeding.

"**Liability**" means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private foundation or an employee benefit plan, but not including an excise tax imposed upon any person, as a result of, an allegation that the person has violated the excess benefit transaction prohibitions for insiders under IRC §4958), or reasonable related expenses.

"**Official capacity**" when used with respect to a Trustee of the Corporation means the office of trustee in the Corporation and, when used with respect to a person in a capacity other than as a trustee (even if such person is also the trustee), means the office in the Corporation held by the officer or the employment, fiduciary, or agency relationship assigned to the Employee, fiduciary, or agent by the Corporation for the performance of his or her duties in his or her capacity as such officer, Employee, fiduciary, or agent. "Official capacity" does not include service for any other foreign or domestic corporation or for any other entity or employee benefit plan when acting primarily on behalf of such other corporation, entity or employee benefit plan as a trustee, officer, employee, fiduciary or agent thereof.

"**Party**" means any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding by reason of the fact that such person is or was a trustee, officer, Employee, fiduciary, or agent of the Corporation or any person who while a trustee, officer, Employee, fiduciary, or agent of the Corporation is or was serving at the request of the Corporation as trustee, officer, employee, fiduciary, or agent of any other foreign or domestic corporation or of any other entity or employee benefit plan. A Party shall, be considered to be serving an employee benefit plan at the Corporation's request if such Party's duties to the Corporation also impose duties on or otherwise involve services by such Party to the plan or to participants in or beneficiaries of the plan. "Party" includes, unless the context otherwise require, the estate or personal representative of such Party.

"**Proceeding**" means any threatened, pending, or completed action, suite or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitative or investigative (including such action by or in the right of the Corporation) and whether formal or informal.

"Trustee" means an individual who is or was a trustee of the Corporation, and an individual who while serving as a trustee of the Corporation is or was serving at the Corporation's request as trustee, officer, partner, director, employee, fiduciary or agent of any other foreign or domestic corporation or other entity or employee benefit plan. A Trustee shall, be considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, the Trustee to the plan or to participants in or beneficiaries of the plan. "Trustee" includes unless the context otherwise requires, the estate or personal representative of a Trustee.

Section 02: **Right to Indemnification.**

(a) **Standards of Conduct** Except as provided below, the Corporation shall indemnify any party to a proceeding against liability incurred in or, as a result of the proceeding if:

(i) Such Party conducted himself or herself in good faith,

(ii) Such Party reasonably believed:

1) In the case of a Trustee acting in his or her official capacity, that his or her conduct was in the Corporation's best interests, or

2) In all other cases, such Party's conduct was at least not opposed to the Corporation's best interests and in the case of any criminal proceeding, such Party had no reasonable cause to believe his or her conduct was unlawful. For purposes of determining the applicable standard of conduct in good faith, any Party acting in his or her official capacity who is also a Trustee of the Corporation shall be held to the standard of conduct in good faith, even if such Party is sued solely in a capacity other than as such Trustee.

(b) **Employee Benefit Plan.** A Party's conduct with respect to an employee benefit plan for a purpose such Party reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct in good faith. A Party's conduct with respect to an employee benefit plan for a purpose that such Party did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to be in good faith.

(c) **Settlement.** The termination of any proceedings by judgment, order, settlement of conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Party did not meet the applicable standard of conduct in good faith.

(d) **Indemnification Prohibited.** Except as herein set forth in Section 2 (e), the Corporation may not indemnify a Party under this Section 2, in connection with

(i) Any proceeding by or in the right of the Corporation in which the Party is or has been adjudged liable to the Corporation, or

(ii) any proceeding charging that the Party derived an improper personal benefit, whether or not, involving action in the Party's official capacity, in which proceeding the Party is adjudged liable on the basis that he or she derived an improper personal benefit (even if the Corporation was not thereby damaged).

(e) **Court-Ordered Indemnification.** Notwithstanding the foregoing, the Corporation shall indemnify any Party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the Party has applied, if it is determined by such court, upon application by the Party, that despite the limited application of liability in the circumstances described in clauses (a) and (b) of Section 2 (4), or whether or not the Party met the applicable standard of conduct set forth in Section 2 (1), and in view of all relevant circumstances, the Party is fairly and reasonably entitled to indemnification for certain Expenses and Liabilities as the court deems proper in accordance with the Colorado Nonprofit Corporation Act.

(f) **Claims by or in the Right of Corporation.** Indemnification permitted under this Section 2, in connection with a proceeding by or in the right of the Corporation shall be limited to reasonable Expenses incurred, in connection with the proceeding. If the Corporation indemnifies or advances Expenses to a Party under this Article, in connection with a proceeding by or in the right of the Corporation, the Corporation shall give written notice of such indemnification or advance to the Members, if any, with or before the notice of the next Members' meeting.

(9) **Combined Proceedings.** If any claim made by or in the right of the Corporation against a Party is joined with any other claim against such Party in a single proceeding, the claim by or in the right of the Corporation (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for the purposes of this Article.

Section 03: **Prior Authorization Required.** Any indemnification under Section 2 (unless ordered by a court) shall be made by the Corporation only if authorized in the specific case after a determination has been made that the Party is eligible for indemnification in the circumstance because the Party has met the applicable stand of conduct set forth in Section 2 (a) and after an evaluation has been made as to the reasonableness of the Expenses. Any such determination, evaluation, and authorization shall be made by the Board of Trustees by a majority vote of a quorum of such Board, which quorum shall consist of all Trustees not parties to the subject proceeding, or by such other person or body as permitted by law.

Section 04: **Success on Merits or Otherwise.** Notwithstanding any other provision of this Article, the Corporation shall indemnify a Party to the extent such Party has been wholly successful, on the merits or otherwise, including, without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any proceeding against reasonable expenses incurred by such Party in connection therewith.

Section 05: **Advancement of Expenses**. The Corporation shall pay for or reimburse the reasonable expenses, or portion thereof, incurred by a Party in advance of the final disposition of the proceeding if.

- (a) The Party furnished the Corporation a written affirmation of such Party's good faith belief that he or she has met the standard of conduct described in Section 2 (a)
- (b) The Party furnished the Corporation a written undertaking, executed personally or on behalf of such Party, to repay the advance if it is ultimately determined that the Party did not meet such standard of conduct.
- (c) Authorizations of a payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article have been made in the manner provided in Section 3. The undertaking required by clause (b) must be an unlimited general obligation of the Party, but need not be secured and may be accepted without reference to financial ability to make repayment.

Section 06: **Payment Procedures**. The Corporation shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Section 4 and by the written affirmation and undertaking to repay as required by Section 5 in the case of indemnification under such section. If no disposition of such claim is made within ninety (90) days after written request for indemnification is made, the President of the Trustees or Board designee shall preliminarily adjudicate as to the validity and extent of the claim. A Party's expenses incurred, in connection with, successfully establishing such Party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the Corporation. Once the final disposition of the claim is made, the Corporation has the right of recovery of overpaid amounts within 90 days.

Section 07: **Insurance**. By action of the Board of Trustees, notwithstanding any interest of the Trustees in such action, the Corporation may purchase and maintain insurance in such amounts as the Board of Trustees deems appropriate to protect itself and any person who is or was a Trustee, officer, Employee, fiduciary or agent of the Corporation, or who, while a trustee, officer, employee, fiduciary or agent of the Corporation, is or was serving at the request of the Corporation as a trustee, officer, employee, fiduciary or agent of any other foreign or domestic corporation or of any other entity or employee benefit plan against any liability asserted against or incurred by such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under applicable provisions of the law or this Article. Any such insurance may be procured from any insurance company designated by the Board of Trustees, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance in which the Corporation has an equity or any other interest, through stock ownership or otherwise. The Corporation may create a trust fund, grant or security interest or use other means (including, without limitation, a letter or credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

Section 08: **Right to Impose Conditions to Indemnifications.** The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the Board of Trustees in such specific case and circumstances, including but not limited to any one or more of the following:

- (a) That any counsel representing the Party to be indemnified, in connection with, the defense or settlement of any proceeding shall be counsel mutually agreeable to the Party and to the Corporation;
- (b) That the Corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the Party to be indemnified, and
- (c) That the Corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all the indemnified Party's right of recovery, and that the Party to be indemnified shall execute all writing and do everything necessary to assure such right of subornation to the Corporation.

Section 09: **Other Rights and Remedies.** The indemnification provided by this Article shall be in addition to other rights to indemnification which a Party may have or hereafter acquire, by virtue, of applicable statute.

Section 10: **Applicability Effects.** The indemnification in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any Party entitled to indemnification under this Article who has ceased to be a trustee, officer, Employee, fiduciary or agent of the Corporation or, at the request of the Corporation, was serving as and has since ceased to be a trustee, officer, partner, employee, fiduciary or agent of any other entity or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of such person. The appeal or amendment of this Article or any section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the Corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and each Party covered hereby.

Section 11: **Indemnification of Agents.** The Corporation shall have the right, but shall not be obligated, to indemnify any agent of the Corporation who is not otherwise covered by this Article, that is permissible by laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 3.

Section 12: **Savings Clause: Limitation.** If this Article or any paragraph or provision hereof shall be invalidated by any court or ground, then the Corporation shall nevertheless indemnify each Party otherwise entitled to indemnification hereunder, to the fullest extent, permitted by law or any applicable provision of this Article that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the Corporation shall neither indemnify any person or purchase any insurance in any manner or to any extent that would that would jeopardize or be inconsistent with the qualification of the Corporation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, ("Code"). Notwithstanding any other provision of these Bylaws, if the Corporation is found to be a private foundation in a final determination, then the Corporation shall neither indemnify any person nor purchase any insurance if such indemnification or purchase of insurance would be considered an act of self-dealing under Section 4941 of the Code.

Article IX. RECORDS

Section 01: **Authorized Signors.** All checks, drafts or other orders for the payment of money notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers, agent or agents of the Corporation in such manner as shall from time to time be determined by resolution of the Board of Trustees.

Section 02: **Deposits and Credits.** All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Trustees may select in accordance with Board financial policies and procedures. The expenses of the Corporation may be paid from such depository accounts in accordance with such policies and procedures.

Section 03: **Annual Financial Report.** The Corporation shall maintain a written annual financial report listing the assets and liabilities of the Corporation for the fiscal year as recognized under Generally Accepted Accounting Procedures. Such report shall be available to all members of the Board of Trustees and all Representatives, at all times, subject to reasonable timing of the request. All other reports as required by taxing and other governmental authorities shall be filed by the Corporation.

Article X. AMENDMENTS

Section 01: The Bylaws of the Corporation may be amended by a two-thirds (2/3) vote of the Board Members present at a meeting of the Board of Trustees and at least a two-thirds (2/3) vote of the Representatives present at a meeting of the House of Delegates, upon sufficient notice. Sufficient notice for amendment requires the suggested changes be presented to the Board of Trustees of the Corporation at least twenty-one (21) days prior to a Board of Trustees annual, regular, or special meeting or in the packet issued by the board, whichever is later, and provided to the House of Delegates at least twenty-one (21) days prior to a House of Delegates' meeting, or in the packet issued by the House of Delegates for the meeting, whichever is later.

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CERTIFICATION OF BYLAWS

I HEREBY CERTIFY that the foregoing Bylaws of the Corporation were adopted after consideration by the Board of Trustees of the Corporation and the Member Representatives of the Members of the Corporation as required under the form of Bylaws that preceded these Bylaws, with the final act of authorization occurring at the Meeting of the Delegates held on October 27, 2017.

By:


Secretary of the Corporation