

AMENDED AND RESTATED BYLAWS OF GOAT LOCKER HALL OF FAME INC.

ARTICLE I – NAME AND PURPOSE

Section 1.1: Name. The name of the Association shall be GOAT LOCKER HALL OF FAME INC. (hereinafter referred to as “Corporation” or the “Association”).

Section 1.2: Purpose. The Association is organized exclusively for charitable and educational purposes under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue law) (“IRC”). Its mission is to preserve the traditions and values of the U.S. Navy Chief’s Mess, promote camaraderie among retired U.S. Navy Chief Petty Officers, and engage in acts of service and mentorship that reflect lifelong dedication to the Navy and its future. No substantial part of the activities shall involve carrying on propaganda or otherwise attempting to influence legislation (except as provided by IRC § 501(h)), nor shall the Association participate in or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office. No part of the net earnings shall inure to the benefit of any private shareholder or individual.

Section 1.3: Offices. The principal office shall be located at 11828 Canon Blvd Ste H, Newport News, VA 23606, or such other place as the Board of Directors may designate. The Association may have additional offices as needed.

ARTICLE II – MEMBERSHIP

Section 2.1: Classes of Membership. As provided in the Articles of Incorporation, there shall be three classes of members: (a) Founding Member: Limited to the incorporator, Tyese Rassoul Pressley Sr., or a successor approved by the Board, with sole voting rights on Board elections, removals, and amendments affecting founder protections to ensure mission fidelity during initial stages; (b) Active Members: Retired U.S. Navy Chief Petty Officers who support the mission and are current on dues; entitled to vote on non-financial matters (e.g., officer elections) as specified herein; and (c) Inactive Members: Former members delinquent on dues or removed; no rights until reinstated.

Membership is open to eligible individuals who align with the mission and is voluntary. The Association shall maintain broad public support to comply with IRC § 509(a)(2).

Section 2.2: Eligibility and Admission. Eligibility for Active Membership requires verification of retired U.S. Navy Chief Petty Officer status. Applications shall be submitted to the Membership Committee for review and Board approval.

Section 2.3: Dues and Fees. Annual dues for Active and Associate Members shall be \$100, payable annually each year and used exclusively to further the Association’s exempt purposes. A 30-day grace period applies, after which a \$5 late fee is assessed. Members delinquent for 60 days become Inactive. The Board may adjust dues by majority vote, with notice to members. Dues are non-refundable and tax-deductible to the extent allowed by law.

Section 2.4: Rights and Obligations. Members in good standing (dues-current and compliant with bylaws) may attend meetings, participate in activities, and receive communications. Voting rights are class-specific and limited to the following matters to ensure decisions align with the Association's charitable and educational purposes under IRC § 501(c)(3) and prevent private inurement: (a) Founder Member: Sole voting authority on (i) election and removal of Board directors; (ii) amendments to bylaws or Articles affecting founder protections or core mission; and (iii) dissolution proposals. (b) Active Members: Entitled to one vote each on (i) election of officers (excluding Board directors, which are reserved to the Founder); (ii) approval of non-financial policy changes, such as updates to committee structures or event themes that do not involve expenditures; (iii) ratification of committee chair appointments proposed by the Board; and (iv) advisory votes on strategic initiatives (non-binding on the Board). Voting is prohibited on financial matters, including budgets, expenditures, contracts, asset distributions, fundraising allocations, or dues adjustments, to maintain public benefit focus. Votes may be cast in person, by proxy, or electronically at meetings where a quorum is present. (c) Inactive Members: No voting rights. All members must uphold the mission and ethical standards. Violations may result in suspension of rights pending Board review.

ARTICLE III – MEETINGS OF MEMBERS

Section 3.1: Annual Meeting. An annual meeting shall be held at a time and place (including virtual) designated by the Board, for reports, elections, and business.

Section 3.2: Special Meetings. Special meetings may be called by the President, a majority of the Board, or 30% of voting members.

Section 3.3: Notice. Notice of meetings shall be given at least 10 days in advance via email or mail, stating time, place, and agenda.

Section 3.4: Quorum and Voting. A quorum shall consist of a majority of voting members present (in person or proxy). Each voting member has one vote. All board decisions shall be determined by a majority of the quorum, unless otherwise specified in the bylaws.

Section 3.5: Conduct. Meetings shall follow Robert's Rules of Order, Newly Revised, unless those rule(s) conflict with these bylaws or Virginia law.

ARTICLE IV – BOARD OF DIRECTORS

Section 4.1: Powers and Duties. The Board shall manage the Association's affairs, set policy, approve budgets, and ensure compliance with exempt purposes. Directors serve without compensation except for reasonable reimbursements.

Section 4.2: Number, Election, and Term. The Board shall consist of between three and nine directors to provide sufficient oversight for the Association's operations while allowing flexibility as the organization grows. The exact number may be adjusted by a majority vote of the current Board, provided it remains within this range and supports effective governance. Directors shall be elected by the Founding Member, if the position is occupied, to ensure alignment with the

Association's founding mission during its early stages. If the Founding Member position is vacant (e.g., due to resignation or removal), elections shall be conducted by a 2/3 majority vote of the current Board at a special meeting called for this purpose.

Each director's term shall be two years, commencing on the date of election or appointment and ending at the conclusion of the corresponding meeting two years later, or until a successor is elected. To promote continuity and prevent simultaneous turnover of the entire Board—which could disrupt operations, institutional knowledge, and mission fulfillment—terms shall be staggered. For initial implementation, directors shall be divided into two groups as evenly as possible: Group A shall serve an initial one-year term, and Group B a two-year term, with subsequent terms for all being two years. Staggering shall be maintained thereafter by electing replacements for expiring terms annually. There shall be no term limits, allowing experienced directors to continue serving if re-elected, but the Board is encouraged to consider diversity and rotation to maintain broad perspectives in line with the Association's public charity status.

Section 4.3: Qualifications. Directors must be members in good standing to ensure they are aligned with the Association's mission and actively contribute to its charitable and educational goals. To prevent conflicts of interest and maintain the public charity status under IRC § 509(a)(2), at least a majority of directors must be unrelated to each other or to key officers/members (e.g., no family, business, or financial ties that could influence decisions). "Unrelated" means individuals without such relationships that might compromise impartiality, as determined by the Board during nominations. Qualifications may include relevant experience in Navy traditions, nonprofit management, or mentorship. New directors shall affirm compliance with these standards upon election, with annual reviews to confirm ongoing eligibility.

Section 4.4: Meetings. The Board shall meet at least annually to provide regular oversight of the Association's operations, finances, and mission progress, ensuring timely decision-making in support of its exempt purposes. Special meetings may be called by the Founding Member, President, or any two directors for urgent matters that cannot wait until the next regular meeting. Notice of all meetings shall be provided at least five days in advance via email or other electronic means, including the agenda, time, place (which may be in-person, virtual, or hybrid to facilitate participation), and any supporting materials. A quorum shall consist of a majority of the current directors. Actions may be taken without a formal meeting by unanimous written consent (e.g., via email or signed document), provided all directors have an opportunity to participate and the action is documented in the minutes. All meetings shall be recorded in minutes by the Secretary, including attendance, discussions, and votes.

Section 4.5: Removal and Vacancies. Directors may be removed to maintain effective and ethical governance. The Founding Member may remove any director without cause to protect the Association's founding vision, while removal by the Board or voting members requires cause (e.g., breach of fiduciary duty, misconduct, or failure to attend two consecutive meetings without excuse) and a two-thirds vote after providing the director with written notice of the allegations at least 10 days in advance and an opportunity for a hearing. Vacancies on the Board, whether due to removal, resignation, death, or expansion of board size, shall be filled by the Founding Member, if applicable, or if the Founding Member is not active, by majority appointment of the remaining directors within 30 days, with the appointee serving until the next regular election to maintain

continuity. If multiple vacancies reduce the Board below a quorum, a special member meeting may be called to fill Board vacancies.

ARTICLE V – INDEMNIFICATION

Section 5.1. Indemnification of Directors and Officers. Except as otherwise provided in these Bylaws, every officer or director who was or is a party, or who is threatened to be made a party, to any pending, completed or impending action, suit or proceeding of any kind, whether civil, criminal, administrative, arbitrative or investigative (whether or not by or in the right of the Association) by reason of (i) being or having been a officer or director of the Association, (ii) being or having been a member, manager, partner, officer or director of any other entity at the request of the Association, or (iii) serving or having served in a representative capacity for the Association in connection with any partnership, joint venture, committee, trust, employee benefit plan or other enterprise, shall be indemnified by the Association against all expenses (including, without limitation, attorneys' fees), judgments, fines, penalties, awards, costs, amounts paid in settlement and liabilities of all kinds, actually incurred by him incidental to or resulting from such action, suit or proceeding to the fullest extent permitted under law, without limiting any other indemnification rights to which he otherwise may be entitled. Such indemnification shall be specifically conditioned on a determination, in accordance with Section 10.4, that (i) he conducted himself in good faith; (ii) he believed, in the case of conduct in his official capacity with the Association, that his conduct was in its best interests and, in all other cases, that his conduct was at least not opposed to its best interests (or in the case of conduct with respect to an employee benefit plan, that his conduct was for a purpose he believed to be in the interests of the participants of and beneficiaries of the plan); (iii) he conducted himself in accordance with the Association's Conflicts of Interest Policy; and (iv) he had no reasonable cause to believe, in the case of any criminal proceeding, that his conduct was unlawful.

Section 5.2. Indemnification Not Permitted. The Association shall not indemnify any individual against his willful misconduct or a knowing violation of the criminal law or against any liability incurred by him in any proceeding charging improper personal benefit to him, whether or not by or in the right of the Association or involving action in his official capacity, in which he was adjudged liable by a court of competent jurisdiction on the basis that personal benefit was improperly received by him.

Section 5.3. Effect of Judgment or Conviction. The termination of a proceeding by judgment, order, settlement or conviction is not, of itself, determinative that an individual did not meet the standard of conduct set forth in Section 10.1 or that the conduct of such individual constituted willful misconduct or a knowing violation of the criminal law.

Section 5.4. Determination and Authorization. Unless ordered by a court of competent jurisdiction, any indemnification under these bylaws shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the individual is permissible in the circumstances because: (i) he met the standard of conduct set forth in the bylaws, with respect to a proceeding by or in the right of the Association in which such individual was adjudged liable to the Association, he is fairly and reasonably entitled to

indemnification in view of all of the relevant circumstances even though he was adjudged liable; and (ii) the conduct of such individual did not constitute willful misconduct or a knowing violation of the criminal law.

Except as hereafter provided, such determination shall be made: (i) by the Board by a majority vote of a quorum consisting of directors who are not parties to the proceeding or (ii) by legal counsel selected by the Board.

Authorization of indemnification, evaluation as to reasonableness of expenses (including, without limitation, attorneys' fees) and determination and authorization of advancements for expenses shall be made in the same manner as the determination that indemnification is permissible, except that, if the determination is made by legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those directors selecting such counsel.

Section 5.5. Advance for Expenses. The Association may pay for or reimburse the reasonable expenses (including, without limitation, attorneys' fees) incurred by any individual who is a party to a proceeding in advance of final disposition of the proceeding if: (i) he has furnished the Association a written statement of his good faith belief that he has met the standard of conduct described in the bylaws; (ii) he has furnished the Association a promissory note, executed personally or on his behalf, to repay the advance if it is ultimately determined that indemnification of such individual in the specific case is not permissible; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article.

Section 5.6. Indemnification of Employees and Agents. The Association may, but shall not be required to, indemnify and advance expenses to employees and agents of the Association to the same extent as provided in this Article with respect to directors and officers.

Section 5.7. Liability of Directors and Officers. In any proceeding brought by or in the right of the Association, a director or officer of the Association shall be liable for damages arising out of or resulting from transactions, occurrences or courses of conduct in which the director or officer engaged in willful misconduct or a knowing violation of the criminal law.

Section 5.8. Insurance. The Board may authorize the purchase and maintenance of insurance on behalf of any director, officer, employee or agent of the Association against any liability asserted against or incurred by him that arises out of (a) such person's status in such capacity, (b) his serving at the request of the Association as a director, officer, employee or agent of another foreign or domestic Association, partnership, joint venture, trust, employee benefit plan or otherwise, or (c) acts taken in such capacity, whether or not the Association would have the power to indemnify the person against that liability under law.

Section 5.9. Provisions Not Exclusive. The provisions of this Article are in addition to and not in limitation of the specific powers of a Association to indemnify directors and officers as authorized by law. If any provision of this Article shall be adjudicated invalid or unenforceable by a court of competent jurisdiction, such adjudication shall not be deemed to invalidate or

otherwise affect any other provision hereof or any power of indemnity that the Association may have under law.

ARTICLE VI – CONFLICT OF INTEREST

The Board shall maintain a Conflicts of Interest Policy, attached hereto as Exhibit A, to protect the Association's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Association.

ARTICLE VII – OFFICERS

Section 7.1: Positions. Officers shall include President, Secretary, Treasurer, and such others as the Board designates, elected by the Board for two-year terms.

Section 7.2: Duties. President: Preside at meetings, execute contracts, oversee operations; emergency spending up to \$500. Vice President: Assist President, serve in absence; chair committees. Secretary: Record minutes, maintain records, handle correspondence. Treasurer: Manage finances, prepare reports, ensure tax and IRS filings; no indebtedness without approval.

Section 7.3: Removal. Officers may be removed by majority Board vote with or without cause.

ARTICLE VIII – COMMITTEES

Section 8.1: Standing Committees. The Board shall establish Membership, Transition Accountability Goat ("TAG"), Social, Scholarship, Budget, and Fundraising Committees, chaired by appointed members in good standing for two-year terms.

Section 8.2: Chapters Committee. The Board may establish integrated chapters as operational divisions under central control. Future separate chapters require affiliation agreements and IRS group exemption.

Section 8.3: Ad Hoc Committees. The Board may form additional committees or dissolve committees as needed.

ARTICLE IX – CORPORATE RECORDS

Section 9.1. Minutes of Meetings and Records of Actions Taken Without Meetings. The Association shall keep as permanent records minutes of all meetings of its Board and of all actions taken by the Board without a meeting.

Section 9.2. List of Directors. The Association or its agent shall maintain a record of its directors, in a form that permits preparation of a list of the names and addresses of all directors, in alphabetical order.

Section 9.3. Form of Records. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

Section 9.4. Specific Records that the Corporation Must Keep. The Association shall keep a copy of the following records:

- (a) The Articles or restated Articles of Incorporation and all amendments currently in effect;
- (b) The Bylaws or restated Bylaws and all amendments currently in effect;
- (c) Form 1023, *Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code*, filed by the Corporation with the Internal Revenue Service; and
- (d) The Association's Conflicts of Interest Policy.

ARTICLE X – ACCOUNTS, CONTRACTS, CHECKS, AND FUNDS

Section 10.1. Accounts. The Board shall have authority to designate by resolution the bank(s) that shall be depositories for the funds of the Corporation; to open and close accounts in those banks; to designate and terminate those persons authorized to sign on behalf of the Corporation checks, drafts, and other instruments against the accounts; and to take any other action required on behalf of the Corporation with respect to the accounts.

Section 10.2. Contracts. The Board may, by duly adopted resolution, authorize any officer(s) or agent(s) of the Corporation, in addition to the officer(s) authorized by these Bylaws, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

Section 10.3. Gifts and Contributions. The Board may:

- (a) Accept, on behalf of the Corporation, any contribution, gift, bequest, or devise of any type of asset ("Donation"), for the charitable purposes of the Corporation, on such terms as the Board shall determine;
- (b) Hold such Donation in the name of the Corporation;
- (c) Collect and receive the income from the Donation;
- (d) Devote the principal or income from Donations to such charitable purposes as the Board may determine is consistent with these Bylaws; and
- (e) Enter into an agreement with any donor to continue to devote the principal or income from the Donation to such particular purposes as the donor may designate and, after approval of such agreement by a majority of the Board, devote the principal or income from that Donation according to the agreement.

Section 10.4. Checks, Notes and Drafts. Checks, notes, drafts and other orders for the payment of money shall be signed by such persons as the Board from time to time may authorize. When authorized by the Board, the person's signature may be a facsimile.

ARTICLE XI – MISCELLANEOUS PROVISIONS

Section 11.1. Dissolution in event of death of Founder and Co-Founder. Upon the death of the Founder, this Corporation shall be dissolved in accordance with Section 11.5 following, and all remaining assets shall be distributed by the Board in accordance with the stated charitable distribution list last approved by Board in accordance with Section 11.5.

Section 11.2. Amendment of Bylaws. These Bylaws may be amended or altered at any meeting of the Board by a resolution adopted by a majority of the directors, which vote must include the affirmative vote of the Chairman/President.

Section 11.3. Headings. The underlined section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of these Bylaws.

Section 11.4. Gender, Number. As the context requires, the use of the masculine gender includes the feminine and neuter, and the singular number includes the plural.

Section 11.5. Dissolution. Upon the dissolution of the Corporation, its board of directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation, if any, (1) exclusively for the purposes of the Corporation in such manner as the Board of Directors shall determine, or (2) to such organization or organizations organized and operated exclusively for religious, charitable, scientific, literary or educational purposes as then described in Section 170(b)(1)(A) of the Code, excluding clauses (vii) and (viii), as shall at the time qualify as an exempt organization or organizations under the provisions of Section 501(c)(3) of the Code. Any such assets not so disposed of shall be disposed of by the circuit court of the city or county in which the registered office of the Corporation is then located, exclusively for such purposes or to such organization or organizations that are organized and operated exclusively for such purposes, as said court shall determine.

Adopted by the Board of Directors of **GOAT LOCKER HALL OF FAME INC.** on MARCH 5, 2026.



GOAT LOCKER HALL OF FAME, INC, President

EXHIBIT A

CONFLICT OF INTEREST POLICY

ARTICLE I – PURPOSE

The charitable purpose and tax-exempt status of a nonprofit organization includes a duty to maintain the public trust. Further, it is the goal of Goat Locker Hall of Fame, Inc., a Virginia nonstock corporation, ("Association") to conduct its affairs with a commitment to honesty and integrity. This Conflict of Interest Policy ("Policy") is to promote the standards of the Association and to protect its interest when it is contemplating entering into a transaction or arrangement that might benefit (or be perceived to benefit) the private interest of an officer or director of the Association or certain other persons. Each officer, director, committee member and employee has a full-time responsibility to the Association and shall strive to avoid conflicts of interest. This policy encourages the avoidance of conflicts of interest and is to supplement but not replace any applicable Virginia or federal laws governing conflicts of interest pertinent to nonprofit and charitable organizations.

ARTICLE II – DEFINITIONS

(a) "Interested Person" means a Covered Person who may financially benefit from a transaction with the Association or who possesses a Financial Interest, as defined below.

(b) "Covered Person" includes any director, principal officer, member of a committee with governing board delegated powers, employee, and, as defined below, major donors, insiders, and close relatives.

(c) "Close Relatives" includes (a) a spouse, child (natural or adopted), parent and step-parent, in-laws (father, mother, brother and sister in-laws), grandchild, grandparent, brother or sister, or (b) any other person who shares living quarters or who is financially dependent upon a director, principal officer, member of a committee with governing board delegated powers, employee, major donors, or insiders.

(d) "Insiders" are persons who (a) are privy to any material information that is identified as confidential and proprietary, pertaining to the business and affairs of the Association, whether related to a specific transaction or to matters pertaining to the Association's interest, activities, and policies, and (b) by virtue of their involvement with the Association, could be placed in a conflict situation or could give the appearance of having the ability to unduly influence the Association. This could potentially include an independent contractor and former directors, officers, employees, and volunteers.

(e) "Major Donor" includes an individual, corporation, or foundation that makes a gift or pledge either in cash, appreciated securities, other assets or in land, easement, or bargain-sale value of Ten Thousand Dollars (\$10,000.00) or more at any one time or cumulatively within a five-year period prior to the occurrence of the conflict.

(f) "Related Party Transaction" means a transaction involving any corporation, partnership, trust, estate, joint venture, and unincorporated affiliation of any kind as well as public boards and commissions and not-for-profit organization in which a Covered Person, directly or indirectly:

- (1) owns or controls 5.00 % or more of any voting security; or
- (2) is a director, executive officer, executor, administrator, trustee, beneficiary, controlling partner, or otherwise serves in a fiduciary capacity or holds a substantial beneficial interest; or
- (3) has legal or de facto power to control the election of a majority of directors; or
- (4) has legal or de facto power to exercise a controlling influence over the management or policies.

(g) "Financial Interest" means the Covered Person possesses, directly or indirectly, through business, investment, family, or otherwise:

- (1) an ownership or investment interest in any entity with which the Association has a transaction or arrangement,
- (2) a compensation arrangement with the Association or with any entity or individual with which the Association has a transaction or arrangement, or
- (3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Association is negotiating a transaction or arrangement.

(h) "Compensation" includes direct and indirect payments as well as material gifts or favors.

A Financial Interest or a Related Party Transaction is not necessarily a conflict of interest. A person who has a Financial Interest or any Related Party Transaction has a conflict of interest only if the appropriate governing board or committee of the Association decides that a conflict of interest exists.

ARTICLE III – PROCEDURES

(a) Duty to Disclose. Interested Person must disclose the existence of a Financial Interest or Related Party Transaction and be given the opportunity to disclose all material facts to the Association's Board of Directors ("Board").

(b) Procedures for Addressing a Potential Related Party Transaction and a Conflict of Interest.

(1) Determination of a Conflict of Interest. Unless specifically addressed elsewhere in this Policy,

(a) An Interested Person may make a presentation at the Board's meeting, but after the presentation, he shall leave the meeting during the discussion of and the vote on the transaction involving the possible conflict of interest. The Board shall decide if a conflict of interest exists. A vote by a majority of the directors present, after the Interested Person leaves the Board meeting, determining that there is a conflict of interest shall be proof that such conflict of interest exists. For purposes of voting on a potential conflict of interest, if the Interested Person is a director, the director must excuse himself from any meeting while the Board discusses the proposed conflict of interest and must abstain from any vote regarding the proposed conflict of interest.

(b) If there is deemed to be no conflict of interest, the proposed transaction may commence.

(c) If there is deemed to be a conflict of interest:

(i) The Board shall exercise due diligence to investigate alternatives to the proposed transaction. The Board shall consider:

(a) the reasonableness of compensation arrangements and benefits, based on competent survey information and the result of arm's length bargaining; and

(b) whether the transaction conforms with the Association's written policies, reflects reasonable investments or payments for goods and services, furthers charitable purposes and does not result in inurement or impermissible private benefit.

If deemed appropriate by the Board, the president or chairman of the Board shall appoint a disinterested person or committee to perform the due diligence.

(ii) After completing the due diligence, the Board, excluding the Interested Person, shall determine whether the Association can reasonably obtain a more advantageous transaction for the Association from a person or entity that would not cause a conflict of interest.

(iii) If a more advantageous transaction is not reasonably possible under circumstances that would not produce a conflict of interest, the Board, excluding the Interested Person, shall determine by a majority vote of the disinterested directors whether the transaction is in the Association's best interest, for its own benefit, and whether it is fair and reasonable.

(a) If the transaction is in the Association's best interest, for its own benefit, and is fair and reasonable, the transaction may commence.

(b) If the transaction is not in the Association's best interest, for its own benefit, and is fair and reasonable, the transaction shall not commence and to the extent it has already commenced, the transaction will be deemed void and all costs paid by the Association shall be refunded by the Interested Party.

(c) Violations of the Conflicts of Interest Policy.

(1) If the Board has reasonable cause to believe an Interested Person has failed to disclose

a Related Party Transaction or actual or possible conflicts of interest, it shall inform the Interested Person of the basis for such belief and shall provide the Interested Person with an opportunity to explain the alleged failure to disclose.

(2) If, after hearing the Interested Person's response and after making further investigation as warranted by the circumstances, the Board, excluding the Interested Person, determines the Interested Person has failed to disclose a Related Party Transaction or an actual or possible conflict of interest, it shall take disciplinary and corrective action as deemed appropriate in light of the surrounding facts and circumstances.

ARTICLE IV – RECORDS OF PROCEEDINGS

The minutes of the Board shall contain:

- (a) the names of the persons who disclosed or were found to have a Financial Interest or Related Party Transaction in connection with an actual or possible conflict of interest,
- (b) the nature of the Related Party Transaction or Financial Interest,
- (c) any action taken to determine whether a conflict of interest was present,
- (d) the Board's determination on whether a conflict of interest in fact existed,
- (e) the names of the persons who were present for discussions and votes relating to the transaction,
- (f) the content of the discussion, including any alternatives to the proposed transaction, and
- (g) a record of any votes taken in connection with the proceedings.

ARTICLE V – COMPENSATION

The Association may reasonably compensate Covered Persons with for services used to carry out the Association's charitable purposes. In determining compensation for directors or officers the Board shall adhere to the following guidelines:

- (a) A director or officer who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that director or officer's compensation.
- (b) A director or officer on any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that director or officer's compensation.
- (c) No director or officer whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Association, either individually or

collectively, is prohibited from providing information to any committee or the Board regarding compensation.

ARTICLE VI – ANNUAL STATEMENTS

Each director and officer shall annually sign a statement which affirms that 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 that the Association 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 Association operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, the Board shall conduct periodic reviews of all Related Party Transactions.

ARTICLE VIII – USE OF OUTSIDE ADVISORS

When conducting the periodic reviews, the Association may, but need not, use outside advisors. If outside advisors are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.