

SAMENA CLUB

Bylaws

(As proposed by the Board of Trustees, November 14, 2023)

Article I Name and Location

Section 1: Name; Principal Office. The name of this organization shall be the Samena Club, hereinafter called the "Corporation" or the "Club." The Club office and primary activities shall be located at 15231 Lake Hills Boulevard, Bellevue, Washington.

Section 2: Purpose. The purpose of the Club shall be to operate as a club organized for pleasure, recreation, and other non-profit purposes, substantially all of the activities of which are for such purposes, within the meaning of Section 501(c)(7) of the Internal Revenue Code, as amended, or any successor provision.

Article II Board of Trustees

Section 1: Board of Trustees. The corporate power and management of the Club shall be vested in a Board of Directors. Hereinafter the term "Board of Directors" shall be referred to as the "Board" and the term "Director" or "Directors" shall be referred to as "Trustee" or "Trustees". The Board shall consist of no less than five (5) and no more than ten (10) Trustees; provided, however, that to the extent practicable the Board shall endeavor to maintain the number of Trustees at minimum of nine (9) Trustees. The number of Trustees shall be set from time to time by a majority vote of the entire Board, unless otherwise increased or decreased as hereinafter provided. The number of Trustees may be increased or decreased (within the foregoing stated limits) at any time and from time to time by a majority vote of the Board or by amendment to these Bylaws, provided that no decrease in the number of trustees shall have the effect of shortening the term of any incumbent Trustee.

Section 2: Term. Trustees shall be elected to serve a two (2) year term on the Board. Trustees shall serve no more than two (2) consecutive terms in office, including any partial terms. Each such Trustee shall hold office for the term for which he or she is elected and until his or her successor shall have been elected and qualified.

Section 3: Regular and Special Meetings. Regular meetings of the Board may be held without call or notice on such dates and at such times as may be fixed by the Board; provided, however, that the Board shall endeavor to hold at least eight (8) regular meetings during each fiscal year, which meetings shall be reasonably separated in time as determined by the Board. Special meetings of the Board may be called at any time by the President or Vice-President, or by any three (3) Trustees in the form of a record.

Section 4: Quorum; Manner of Acting. Except as otherwise provided in these Bylaws, or required by the Articles of Incorporation or applicable Washington law, a majority of the Board shall constitute a quorum and the Board may take no action without a quorum present at the meeting. Except as otherwise provided in these Bylaws, or required by the Articles of Incorporation or applicable Washington law, the act of the majority of Trustees present at a

meeting at which a quorum is present shall be the act of the Board.

Section 5: Election. The Members shall elect, at the annual meeting of the Members (see Article X), Trustees to fill the office of Trustees whose terms have expired. Subject to the provisions of Article V, Section I, the Board may appoint a Nominating Committee of three (3) to five (5) persons for the purpose of submitting nominations for the Board vacancies to be filled.

Section 6: Member Nominations. Any Member may make additional nominations for Trustee candidates by submitting nominations in the form of a record to the Club office to the attention of the Secretary by a date specified by the Board. A statement of consent to nomination in the form of a record executed by the proposed nominee must accompany said nomination.

Section 7: Qualifications. Only Members who ~~reside within sixty (60) miles of the Club~~ who are in good standing (as defined in Article VI, Section 5) may be nominated, elected or appointed to the Board. Certificate Members (see Article VI, Section 4.5) are not eligible to be Trustees.

Section 8: Installation. New Trustees shall be installed at the annual meeting of Members of the Club, immediately following the election of Trustees.

Section 9: Vacancies. Vacancies occurring on the Board shall be filled by appointment of the Board at any regular or special Board meeting. The Trustees shall serve on the Board until completion of the unexpired term of his or her predecessor in office. The office of any Trustee of the Club may be declared vacant if such Trustee has been absent three (3) consecutive meetings unless the Board has granted such Trustee a leave of absence

Section 10: Notice of Meetings. For any meeting of the Board or any committee designated by the Board for which notice is required by these Bylaws or by applicable Washington law, a notice in the form of a record stating the place, date, and hour of the meeting shall be delivered to each Trustee at his or her address shown on the records of the Club prior thereto in a tangible medium (e.g., a letter or facsimile) or by an electronic transmission (e.g., e-mail). The method of notice need not be the same to each Trustee. Such notice shall be delivered at least three (3) days prior to the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board or any committee designated by the Board need be specified in the notice. Notices by electronic transmission are effective when electronically transmitted to an address, location, or system designated by the recipient for that purpose. A Trustee may revoke in the form of a record a Corporation's express or implied authorization to deliver notices or communications by electronic transmission to the Trustee. Such authorization is deemed revoked if the Corporation cannot deliver two consecutive notices or other communications to the Trustee's address shown in the Corporation's current record of members; and the inability becomes known to the secretary or other person responsible for giving the notice or other communication.

~~Section 11: Notice by Electronic Transmission. If notice is provided in an electronic transmission, it must satisfy the following requirements:~~

- ~~1. Notice to Trustees in an electronic transmission that otherwise complies with these Bylaws is effective only with respect to Trustees who have consented, in the form of a record, to receive notices by electronic transmission.~~

- ~~(a) Notice to Trustees includes material that these Bylaws require or permit to accompany the notice.~~
 - ~~(b) A Trustee who provides consent, in the form of a record, to receipt of notices by electronic transmission shall designate in the consent the message format accessible to the recipient, and the address, location, or system to which these notices may be sent by electronic transmission.~~
 - ~~(c) A Trustee who has consented to receipt of notices by electronic transmission may revoke the consent by delivering a revocation to the Club in the form of a record.~~
 - ~~(d) The consent of any Trustee is revoked if the Club is unable to deliver two consecutive notices by electronic transmission in accordance with the consent, and this inability becomes known to the Secretary of the Club or other person responsible for giving the notice. The inadvertent failure by the Club to treat this inability as a revocation does not invalidate any meeting or other action.~~
- ~~2. Notice to Trustees who have consented to receipt of notices by electronic transmission may be provided by posting the notice on an electronic network and delivering to the Trustee a separate record of the posting, together with instructions regarding how to obtain access to this posting on the electronic network.~~
- ~~3. Notice provided in an electronic transmission is effective when it:~~
- ~~(a) Is given by electronic transmission to an address, location, or system designated by the recipient for that purpose, and is made pursuant to the consent provided by the recipient; or~~
 - ~~(b) Has been posted on an electronic network and a separate record of the posting has been delivered to the recipient together with instructions regarding how to obtain access to the posting on the electronic network.~~

~~Section 121: Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, 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 the giving of such notice. Whenever any notice is required to be given to any Trustee under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in the form of a record executed by the Trustee entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board need be specified in the waiver of notice of such meeting. Attendance of a Trustee or a committee member at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee or a committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.~~

Section 123: Completion of Term. After a Trustee completes a full two (2) year term on the Board, such Trustee shall be entitled to two (2) years membership in the Club without charge. Such membership benefit is not redeemable for cash or any other benefit. No Trustee will be entitled to this benefit if they are removed or resign from office prior to expiration of a full two (2) year Board term.

Section 134: Participation by Telephone. Members of the Board or its committees may participate in a meeting of the Board or such committees by means of a conference telephone or

similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Section 145: Removal; Resignation. Any Trustee may be removed by a vote of two-thirds (2/3) of the Board acting at a meeting at which a quorum is present whenever in its judgment the best interests of the Club will be served thereby. A Trustee may resign at any time by delivering notice in the form of a record to the President or Secretary, or by giving oral notice at any meeting of the Board. Resignations shall be recorded in Board meeting minutes.

Section 156: Action Without a Meeting. Any corporate action required or permitted by the Articles of Incorporation or Bylaws, or by applicable Washington law, to be taken at a meeting of the Board (or its committees), may be taken without a meeting if a consent, in the form of a record, setting forth the action so taken, shall be executed by all of the Trustees entitled to vote with respect to the subject matter thereof. Such consents may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Such consent shall have the same force and effect as a unanimous vote and may be described as such. Any such consent shall be inserted in the minutes book as if it were the minutes of a meeting of the Board.

Section 16: Trustee Liability Limitations. A Trustee shall have no liability to the Corporation for monetary damages for conduct as a Trustee, except for acts or omissions that involve intentional misconduct by the Trustee, or a knowing violation of law by a Trustee, where the Trustee votes or assents to a distribution which is unlawful or violates the requirements of these Articles of Incorporation, or for any transaction from which the Trustee will personally receive a benefit in money, property, or services to which the Trustee is not legally entitled. If the Washington Nonprofit Corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of Trustees, then the liability of a Trustee shall be eliminated or limited to the full extent permitted by the Washington Nonprofit Corporation Act, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a Trustee of the Corporation existing at the time of such repeal or modification for or with respect to an act or omission of such Trustee occurring prior to such repeal or modification.

Article III Officers

Section 1: Officers. The officers of the Club shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board may deem necessary. The Board shall elect officers whose terms have expired at the first regular Board meeting following the annual meeting of Members. All officers shall be members of the Board. Officers shall serve for a term of one (1) year and thereafter until a successor is elected. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2: President. The President shall preside at all meetings of the Members and the Board. Under the direction of the Board, and with the Treasurer, the President shall sign all the notes, deeds and contracts that are intended to bind the Club. The President shall be an *ex officio* member of all committees and shall perform such other duties as may be required of them by the Board.

Section 3: Vice President. The Vice President, in the absence of the President, or in the case of the inability of the President to act, shall assume all duties of the President, and shall

perform such other duties as may be required of them by the Board.

Section 4: Secretary. The Secretary shall ~~be the custodian of the corporate seal, shall~~ cause to be kept a permanent record of all proceedings of the Club and the Board committees, and shall ensure that proper and correct membership records are kept. The Secretary shall ensure that all notices required to be delivered to the Board or to the Members are delivered and shall perform such other duties as may be required of them by the Board.

Section 5: Treasurer. The Treasurer shall be the Board representative regarding the financial affairs of the Club. It shall be the Treasurer's responsibility to make certain that a full and complete accounting of the Club's finances is maintained and that timely financial reports are prepared in accordance with generally accepted accounting principles. The Treasurer shall report the Club's financial position to the Board at all regular meetings. The Treasurer shall be an *ex officio* member of the Finance Committee (see Article V, Section ~~23~~).

Section 6: Assistant Officers. Other officers and assistant officers may be elected or appointed by the Board. Such officers and assistant officers will hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board.

Section 7: Resignation. Any officer may resign at any time by delivering notice in the form of a record to the President or Secretary, or by giving oral notice at any meeting of the Board to the Board in the form of a record. Any such resignation shall be reflected in meeting minutes, and shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8: Removal. Any officer or agent elected or appointed by the Board may be removed from office, with or without cause, by the Board acting pursuant to these Bylaws whenever in its judgment the best interests of the Club would be served thereby, but such removal shall not affect the contract rights, if any, of the person so removed.

Article IV Executive Director

The Board may employ an Executive Director who shall serve at the pleasure of the Board and who shall report directly to the Board. The Executive Director shall have general administrative and management responsibility for the operations of the Club. The Executive Director may hire or contract with such staff as is necessary to fulfill the purposes of the Club and shall supervise such staff and perform such other duties as are assigned by the Board.

Article V Committees

Section 1: Standing Committees; Other Committees. Subject to the requirements and limitations of the Washington Nonprofit Corporation Act (the "Act"), the Club shall have the following standing committees: ~~a Facilities Committee,~~ a Finance Committee, and a Personnel Committee. These standing committees shall be advisory only and shall not be vested with authority to direct the actions of the Board regarding the business and affairs of the Club. Subject to the requirements and limitations of the Act, the Board may, by resolution, designate and appoint other committees of the Board as the Board deems necessary or advisable. The

Board shall appoint the members of each committee and a Chairperson of each committee. All committee members must be Members of the Club, and the Chairperson must be a Trustee. A majority of the members of a committee shall constitute a quorum, with decisions to be made by a majority of the quorum.

~~Section 2: Facilities Committee. The Facilities Committee shall be responsible for monitoring the maintenance of all Club facilities, including any improvements or enhancements, and shall make recommendations to the Board concerning necessary or recommended improvements and enhancements to Club facilities.~~

Section 32: Finance Committee. The Finance Committee shall be responsible for overseeing the preparation of the annual budget for the Club and recommending the annual budget to the Board for adoption; for monitoring the Club's compliance with the annual budget and making recommendations to the Board concerning compliance therewith or corrections thereto; monitoring the Club's books of account; and making recommendations to the Board concerning the Club's financial matters. The Treasurer of the Club shall be an *ex officio* member of the Finance Committee.

Section 34: Personnel Committee. The Personnel Committee shall be responsible for making recommendations to the Board concerning the process for evaluating and setting compensation for the Club's Executive Director, personnel policies, employment related conflict resolution issues, employee benefits issues, staffing plans, training/leadership development, and other issues related to personnel or staffing matters.

Section 45: Limitations on Committee Authority. No standing committee designated herein shall have the power to extend or incur indebtedness or in any other way contractually obligate the Club, or take any other action specified in RCW 24.03.115 of the Act.

Article VI Membership

Section 1: Application for Membership. Any person may petition the Club to become a Member. "Person" for this purpose includes individuals, as well as a family or group consisting of a number of individuals. All applications for membership shall be made in writing. The Club Executive Director is empowered to accept and approve membership applications. ~~Family members up to age 26. Members' unmarried children under the age of 21, dependent children under the age of 26 who are in school or in the armed forces of the United States, and family members~~ or of any age who are considered dependents; as defined by the Internal Revenue Code, may be included in a family's membership. The Board shall have the authority to revise and/or update the membership application from time to time as it deems necessary or advisable.

Section 2: Definition of Member. For purposes of Member voting rights, notice and quorum requirements, and other rights and obligations of Members under the Articles of Incorporation, these Bylaws, and applicable Washington law, a "Member" means:

1. an individual holding a membership in his or her individual capacity; or
2. individuals holding a family membership, regardless of the number of individuals in the family. Individuals holding a family membership shall designate one individual to act as the "responsible party" to represent the family for purposes of voting and for exercising the family's other membership rights hereunder and shall deliver notice of such designation to the Club in the form of a record. The Club shall have the right to

rely on the family Member's designation of its responsible party until the Member delivers to the Club notice in the form of a record of a change in its designated responsible party.

Section 3: Voting Rights. The Club's Members shall have the right to vote on the following matters and on such other matters as the Board may determine from time to time:

1. appointment of Trustees, as provided in Article II, Section 5 of these Bylaws;
2. amendment of the Club's Bylaws, as provided in Article XII, Sections 2 and 3 of these Bylaws; and
3. the Board's decision to make Member assessments, as provided in Article IX, Section 2 of these Bylaws.

Each Member shall be entitled one (1) vote in exercise of its rights pursuant to the Club's Articles of Incorporation or these Bylaws.

Section 4: Membership Classes. The Club shall have five (5) classes of Members, as follows:

1. *Regular Members:* Family members or single members who do not qualify for any other membership class.
2. *Gold Members:* Owners of Membership Certificates (see Article VII) who pay monthly dues for regular use of Club facilities. Gold Members shall receive a nominal discount in monthly dues, as determined by the Board.
3. *Silver Members:* Members who have been continuous members for twenty-five (25) years or more. Time spent with an "inactive status" is not counted towards a Member's Silver membership status.
4. *Senior Members:* A single person or a married couple where at least one person has attained the age of 62.
5. *Certificate Members:* Owners of Membership Certificates (see Article VII) other than Gold Members. Certificate Members are considered to be Members for purposes of voting and exercise of other membership rights under the Articles of Incorporation, these Bylaws, and applicable Washington law, but do not pay monthly dues and do not have any rights to use or access Club facilities. A Certificate Member that wishes to have the right to use or access Club facilities must become a Gold Member by paying an initiation fee and paying monthly dues as a Gold Member.

Where a Member is eligible for more than one (1) membership class, the Club will recognize that Member in the lowest dues paying membership class for which the Member qualifies.

Section 5: Definition of Good Standing. With the exception of Certificate Members, Members shall be considered in good standing so long as the following conditions are met:

1. The Member does not owe any dues or other charges that are over forty- five (45) days past due.
2. The Member is not under suspension for disciplinary reasons.

Certificate Members shall be considered in good standing without regard to the above listed requirements.

Section 6: Number of Memberships; Dues. The Board shall have the power to fix the number of memberships within each class, to fix dues for all classes of membership, and to change the dues structure, as it deems necessary or advisable. If the Board desires to change the number of memberships or to change the existing dues structures, the Board may do so upon an affirmative vote of two-thirds (2/3) of the Board acting at a meeting at which a quorum is present.

~~Section 7: Nonresident Members. Any Member in good standing whose Club account is paid in full and whose principle residence and place of employment are not within a sixty (60)-mile radius of the Club (hereinafter the "Club's service area"), may elect to convert their membership to "inactive status" upon payment of a one-time fee, as determined by the Board. Upon return to the Club's service area, the Member's membership may be re-activated upon notice in the form of a record to the Club Executive Director and payment of one (1) month's dues in advance. Any nonresident Member who fails to pay the one-time fee for conversion to inactive status and who desires to rejoin the Club must comply with the terms and conditions contained in Article IX.~~

Section 87: Termination of Membership. When a Member's dues become delinquent for a period of forty-five (45) days, the Member shall not be permitted to use any of the Club facilities until the Member's dues are paid in full. When dues and/or other charges of a Member remain unpaid for three (3) months, the Member's membership in the Club shall be terminated.

Section 89: Reinstatement of Membership. A former Member who resigned membership (pursuant to Article VIII) for less than one (1) year and who applies for reinstatement shall be required to pay a reinstatement fee, as determined by the Board, as well as any current and past due dues and fees. A former Member who resigned membership for one (1) or more years and applies for reinstatement shall be considered a new Member and shall be required to pay the Club's current initiation fee, as set by the Board.

Article VII Membership Certificates

Section 1: Transfer of Membership Certificates. Membership Certificates may be conveyed only to the Club or to Members who do not already hold Membership Certificates pursuant to the terms and conditions of this Article VII. Membership Certificates may be transferred by inheritance, gift, or sale.

Section 2: Club's Purchase of Certificates. The Club may purchase Membership Certificates from resigning Members at fair market value. The sale proceeds are first subject to the Club's claims for unpaid dues and other assessments. The Board shall have the right to limit the number of Membership Certificates the Club will repurchase within a given fiscal year.

~~Section 3: Rules Concerning Gold Membership Certificates. Members who acquire Membership Certificates after April 1, 2000, shall be Gold Members and are not eligible for membership as Certificate Members. If such a Gold Member resigns his/her membership in the Club, he/she must either (a) sell his/her Membership Certificate(s) to the Club within twenty-four (24) months of membership resignation, or (b) convey his/her Membership Certificate(s) to another Member who does not already hold a Membership Certificate. Membership Certificates~~

~~held by former Gold Members that have not been so conveyed within twenty four (24) months after resignation of Gold Membership shall be cancelled by the Club. Certificate Members who held their Membership Certificates prior to April 1, 2000, are not subject to the provisions of this Section 3.~~

Article VIII Resignations

Section 1: Notice of Resignation. No resignation from the Club shall be effective unless the Member delivers notice to the Club in the form of a record of his or her resignation at least one (1) month in advance of the effective date of resignation. Unless the Club has received such resignation, all Members shall continue to be responsible for all dues, fees, assessments, and other charges.

Section 2: Satisfaction of Membership Dues and Charges. No resignation shall be considered effective until and unless all dues, fees, assessments, and other charges owing from the resigning Member have been paid in full.

Article IX Initiation Fees and Assessments

Section 1: Board's Authority to Set Fees and Assessments. In addition to annual dues for membership, the Board shall have the power to establish initiation fees and set Member assessments. Initiation fees and assessments shall be approved by an affirmative vote of two-thirds (2/3) of the Board acting at a meeting at which a quorum is present. Under the procedure outlined in Section 2 of this Article, the Members have the right to review the Board's decision to make any assessment on Members.

Section 2: Member Right to Review. The Board shall cause a notice in the form of a record to be delivered to all Members at least ten (10) days in advance of the Board meeting at which any motion to make an assessment is to be considered. All Members may attend the meeting to address the Board and to ask questions. If the Board votes to make any assessment, thereafter twenty (20) Members may, by delivering notice to the Secretary in the form of a record, call a special meeting to be held at the Club. If a quorum, consisting of thirty-five percent (35%) of the total Members, is present at such meeting, and if two-thirds (2/3) of the Members present vote to overrule the Board's decision to impose the assessment, then the Board's action with respect to approval of the assessment shall be void.

Article X Meetings of Members

Section 1: Annual Meeting. The annual meeting of the Members of the Club shall be held at the Club during May of each year. The Board will designate the exact day and hour of the meeting each year.

Section 2: Notice of Annual Meeting. On or before the first day of May each year, the Secretary shall give all Members of the Club notice of the annual meeting in the form of a record in a tangible medium (e.g., a letter or facsimile) or by an electronic transmission (e.g., e-mail), as follows: (1) the date, place and time of the annual meeting; (2) the names of all persons nominated for positions as Trustees; and (3) any other business to be transacted at the annual meeting. The method of notice need not be the same to each Member. Such notice shall be given

at least ten (10) days, and not more than fifty (50) days, prior to the annual meeting. If notice is provided in an electronic transmission, it must satisfy the requirements of Article II, Section 10~~4~~ of these Bylaws.

Section 3: Voting; Proxies. All Members in good standing may vote on all matters presented by the Board at any meeting of the Members, including election of Trustees. A Member may vote in person or may vote by proxy in the form of a record executed by the Member or by their duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. ~~For election of Trustees, v~~Voting can, ~~in addition to voting in person or by proxy,~~ be conducted in person or by proxy, by mail, or by electronic ballot, as determined by the Board, provided that the name of each candidate and the text of each proposal to be voted upon are set forth in a record accompanying or contained in the notice of meeting.

Section 4: Quorum. Except as otherwise provided in these Bylaws, or required by the Articles of Incorporation or applicable Washington law, any number of Members entitled to vote, represented in person or by proxy, at any membership meeting shall constitute a quorum.

Section 5: Special Meetings. Special meetings of the Members may be called at any time by the President or Vice President or may be called by a request in writing from three (3) Trustees or fifteen (15) Members in good standing of the Club.

Section 6: Notice of Special Meetings. Notice of any special membership meetings shall be given in the form of a record in a tangible medium (e.g., a letter or facsimile) or by an electronic transmission (e.g., e-mail) at least ten (10) days, and not more than fifty (50) days, prior to the date fixed for the meeting. The method of notice need not be the same to each Member. The notice shall contain the time, place and objective of the meeting. Only matters contained in the notice may be considered at said meeting. If notice is provided in an electronic transmission, it must satisfy the requirements of Article II, Section 10~~4~~ of these Bylaws.

Section 7: Waiver of Notice. Whenever any notice is required to be given to any Member under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in the form of a record executed by the Member entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members need be specified in the waiver of notice of such meeting. The attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not properly called or convened.

Article XI Suspension of Member

Upon an affirmative vote of two thirds (2/3) of the Board acting at a meeting at which a quorum is present, the Board may suspend any Member for a length of time not exceeding one (1) year, or may expel any member and forfeit his or her membership for any conduct, which in the opinion of the Board, is likely to endanger the welfare, interest, harmony or reputation of the Club. Appeal of any disciplinary action taken by the Board may be made at any regular Board meeting.

Article XII

Amendments

Section 1: Board Approval of Amendments. Any proposition to amend, alter or repeal these Bylaws or any portion thereof (hereinafter called a “revision”) must be presented in writing to the Board. The Board must approve any proposed revision of the Bylaws by a vote of two-thirds (2/3) of the Board acting at a meeting at which a quorum is present.

Section 2: Provide Notice of Bylaws Changes to Members. If the Board approves a proposal to revise the Bylaws, a copy of the proposed revision shall be posted in a timely manner upon the bulletin board of the Club and mailed or sent by electronic transmission to the Members. Pursuant to Article X, the revision shall be presented to the Members for review pursuant to Section 3 below ~~vote~~ at any ~~special~~ membership meeting to be held not less than four (4) weeks after the approval of the amendments by the Board. Notwithstanding the foregoing, the Board shall not be required to submit to the Members and the Members shall not have the right to vote on amendments or alterations to the Bylaws that concern grammar and/or spelling revisions that do not alter the substantive meaning of any Bylaw provision. With respect to any such grammatical and/or spelling amendments or alterations to the Bylaws, the Board will provide notice of such amendments or alterations to the Club's Members at the annual membership meeting.

Section 3: Procedure for Members to Overrule a Board Bylaw Revision. Subject to Section XII.2 above, any proposed Bylaw revision ~~rejected~~ approved by the Board may be presented for rejection and voted on at the annual or any special membership meeting if a quorum, consisting of thirty-five percent (35%) of the total Members, is present and if two-thirds (2/3) of the Members present vote to overrule the Board and ~~adopt~~ prevent the Bylaw revision from passing.

Article XIII Administrative Provisions

Section 1: Books and Records. The Club shall keep the following records at its registered office or its principal office in the State of Washington:

- (a) Current copies of its Articles of Incorporation and Bylaws, as amended;
- (b) Correct and adequate records of accounts and finances;
- (c) A record of officers' and Trustees' names and addresses;
- (d) Minutes of the proceedings of its members and Board of Trustees, and any minutes that may be maintained by committees having any of the authority of the Board of Trustees;
- (e) Copies of such documents as may be required to be made publicly available under the Code, including copies of its application for recognition of tax-exempt status on Form 1024 and copies of its Form 990; and
- (f) Such other records as may be necessary or advisable.

Such records may be made available in any manner and by any means permitted under the Act and the Code, as applicable. All books and records of the Club shall be open at any reasonable time to inspection by any Trustee.

Section 2: Fiscal Year. The accounting year of the Club shall be the twelve months

ending March 31.

Section 3: Loans to Trustees and Officers Prohibited. No loans or advances shall be made by the Club to any of its Trustees or officers.

Article XIV **Indemnification**

Section 1. Right to Indemnification. Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that they are or were a Trustee or officer of the Club or, while a Trustee or officer, they are or were serving at the request of the Club as a Trustee, officer, employee, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a Trustee, officer, employee or, agent or in any other capacity while serving as a Trustee, officer, employee, or agent, shall be indemnified and held harmless by the Club, to the full extent permitted by applicable law as then in effect, against all expense, liability, and loss (including attorney's fees, judgements, fines, ERISA excise taxes or penalties, and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a Trustee, officer, employee, or agent and shall inure to the benefit of their heirs, executors, and administrators; provided, however, that except as provided in Section 2 of this Article with respect to proceedings seeking solely to enforce rights to indemnification, the Club shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Section 1 shall be a contract right and shall include the right to be paid by the Club the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Club of an undertaking, by or on behalf of such Trustee or officer, to repay all amounts so advanced if it shall ultimately be determined that such Trustee or officer is not entitled to be indemnified under this Section 1 or otherwise.

Section 2. Right of Claimant to Bring Suit. If a claim for which indemnification is required under Section 1 of this Article is not paid in full by the Club within 60 days after a written claim has been received by the Club, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be 20 days, the claimant may at any time thereafter bring suit against the Club to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Club), and thereafter the Club shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Club (including its Board, independent legal counsel, or its members, if any) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses of the claimant is proper in the circumstances nor an actual determination by the Club (including its Board, independent legal counsel, or its members, if any) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the

action or create a presumption that the claimant is not so entitled.

Section 3. *Non-exclusivity of Rights.* The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaws, agreement, vote of members, if any, or disinterested Trustees or otherwise.

Section 4. *Insurance, Contracts, and Funding.* The Club may maintain insurance at its expense to protect itself and any Trustee, officer, employee, or agent of the Club or another corporation, partnership, joint venture, trust, or other enterprise against any expense, liability, or loss, whether or not the Club would have the power to indemnify such persons against such expense, liability, or loss under the Washington Business Corporation Act, as applied to nonprofit corporations. The Club may, without further membership action, enter into contracts with any Trustee or officer of the Club in furtherance of the provisions of this Article and may create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 5. *Indemnification of Employees and Agents of the Club.* The Club may, by action of its Board from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Club with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of Trustees and officers of the Club or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporation Act, as applied to nonprofit corporations, or otherwise.

Article XV **Definitions**

Except as otherwise provided herein, as used in these Bylaws:

Section 1: "*Deliver*" means:

- (a) Mail; or
- (b) Transmit by facsimile equipment, for purposes of delivering a demand consent, notice, or waiver to the Club or one of its Trustees; or
- (c) Make an electronic transmission, in accordance with the Trustee's consent and Article II, Section 140 of these Bylaws, for purposes of delivering a demand, consent, notice, or waiver to the Club or one of its Trustees.

Section 2: "*Electronic transmission*" means an electronic communication:

- (a) Not directly involving the physical transfer of a record in a tangible medium; and
- (b) That may be retained, retrieved, and reviewed by the sender and the recipient thereof, and that may be directly reproduced in a tangible medium by a sender and recipient.

Section 3: "*Execute*" means:

- (a) Sign, with respect to a written record; or

- (b) Electronically transmit along with sufficient information to determine the sender's identity; or
- (c) File in compliance with the standards for filing with the office of the secretary of state as prescribed by the secretary of state, with respect to a record to be filed with the Secretary of State.

Section 4: "*Record*" means information inscribed on a tangible medium or contained in an electronic transmission.

Section 5: "*Tangible medium*" means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or other tangible material.

Section 6: "*Writing*" ~~does not include~~ includes an electronic transmission.

CERTIFICATION OF SECRETARY

I CERTIFY THAT THE FOREGOING amended Bylaws of the Samena Club, a Washington nonprofit corporation, were duly adopted by the Board of Trustees of the corporation on _____.

Secretary
Samena Club