

# BYLAWS OF ALANDI ASHRAM

## ARTICLE I. NAME

SECTION 1. *Name.* The name of the organization shall be Alandi Ashram.

## ARTICLE II. PURPOSE

SECTION 1.

Alandi Ashram has been organized to serve humanity through Ayurveda and spiritual practices:

- (A) Sustain a space of regular spiritual practice, ceremonies and community gatherings.
- (B) Offer spiritual guidance and meditation instruction.
- (C) Provide high quality affordable Ayurvedic care to the community.
- (D) Train students in Ayurveda and Vedic sciences.

## ARTICLE III. LOCATION

SECTION 1. *Location.* The principal office of the Corporation, at which the general business of the Corporation will be transacted and where the records of the Corporation will be kept, will be at such place in the State of Colorado as may be fixed from time to time by the board of directors.

## ARTICLE IV. BOARD OF DIRECTORS

SECTION 1. *Governance of Alandi Ashram.* Governance of Alandi Ashram shall be vested in a board of directors which shall include the officers of the Corporation. The number of directors shall be fixed by resolution of the board of directors within a range of no less than three (3) or more than seven (7). At least one member of the board shall represent the public interest.

SECTION 2. *Election of New Directors.* New directors shall be elected by consensus of the existing directors.

SECTION 3. *Term of Office.* The term of each elected director of the Corporation will be indefinite.

SECTION 4. *Removal of Director.* Any director may be removed from the board of directors by an affirmative vote of two-thirds (2/3) of the directors present at an official meeting of the board. At least ten (10) days' notice of the proposed removal will be given to the involved director, who will be given an opportunity to be present and to be heard at the meeting at which the removal is considered.

SECTION 5. *Compensation and Expenses.* No compensation will be paid to any member of the board of directors for services as a member of the board. By resolution of the board, reasonable expenses

may be allowed for attendance at regular and special meetings of the board and for special services rendered by any director.

SECTION 6. *Conflicts of Interest.* Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall:

- (A) fully disclose the nature of the interest and;
- (B) withdraw from discussion, lobbying, and voting on the matter.

Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

## **ARTICLE V NONDISCRIMINATION**

SECTION 1. *Nondiscrimination Policy.* Alandi Ashram is committed to a policy of fair representation on the board of directors and will not discriminate on the basis of race, disability, sex, color, religion, sexual orientation, geography or age.

## **ARTICLE VI MEETINGS OF THE BOARD OF DIRECTORS**

SECTION 1. *Meetings.* The board of directors will hold regular meetings at least four times each calendar year at such place and time as may be designated by the board of directors.

SECTION 5. *Quorum.* Two-thirds of the number of directors, shall constitute a quorum for transacting business. Board members may participate by telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

SECTION 6. *Voting.* At a meeting at which a quorum is present, a simple majority affirmative vote of the directors voting is required to pass a motion before the board. All votes of the Board shall be conducted in accordance with the method allowed under Colorado law. The board chair may elect to vote or abstain.

## **ARTICLE VII. OFFICERS**

SECTION 1. *Titles, Election, and Term* The board of directors shall elect from its members the officers of Alandi Ashram, which shall include a board chair, secretary, and treasurer. Officers shall hold offices until their qualified successors are elected or until their prior death, resignation, or removal.

SECTION 2. *Duties.* The duties of these officers shall be those which usually pertain to these officers.

SECTION 3. *Vacancy.* A vacancy in any office may be filled by a majority vote of the board of directors.

## **ARTICLE IX. GENERAL PROVISIONS**

SECTION 1. *Indemnification of Directors, Officers, Employees and Agents.*

- (A) *Definitions.* For purposes of this Section 1 of Article XIII, the following terms shall have the meanings set forth below:
- (1) "Corporation" means Alandi Ashram and, in addition to the resulting or surviving corporation, any domestic or foreign predecessor entity or corporation in a merger, consolidation or other transaction in which Alandi Ashram's existence ceased upon consummation of the transaction.
  - (2) "Director" means an individual who is or was a director of the Corporation, and an individual who, while such a director of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan. A "director" 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 him or her to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context otherwise requires, the estate or personal representative of a "director."
  - (3) "Expenses" means the actual and reasonable expenses, including attorneys' fees, incurred by a party in connection with a proceeding.
  - (4) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private foundation or an employee benefit plan) or reasonable expense incurred with respect to a proceeding.
  - (5) "Official capacity" when used with respect to a director of the Corporation means the office of director in the Corporation, and when used with respect to a person in a capacity other than as a director (even if such person is also a director) means the office in the Corporation held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Corporation in the performance of his or her duties in his or her capacity as such officer, employee or agent. "Official capacity" does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise or employee benefit plan when acting directly on behalf of such other corporation, partnership, joint venture, trust, enterprise or plan as a director, officer, employee, fiduciary or agent thereof.
  - (6) "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 director, officer or employee of the Corporation, and any person who, while a director, officer or employee of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan.
  - (1) "Proceeding" means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitative or investigative (including any action by or in the right of the Corporation) and whether formal or informal.

(B) *Right to Indemnification.*

- (1) Standards of Conduct. Except as provided in Paragraph B(4) below, the Corporation shall indemnify any party to a proceeding against liability incurred in or as result of the proceeding if (a) such party conducted himself or herself in good faith, (b) such party reasonably believed (i) in the case of a director acting in his or her official capacity, that his or her conduct was in the Corporation's best interests, or at least not opposed to the Corporation's best interests, or (ii) in all other cases, that such party's conduct was not opposed to the Corporation's best interests, and (c) 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 under this Paragraph B (1), any party acting in his or her official capacity who is also a director of the Corporation shall be held to the standard of conduct set forth in clause B (1) (b) (i), even if such party is sued solely in a capacity other than as such director.
- (2) 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 that satisfies the requirements of clause B (1) (b) (ii). 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 satisfy the requirements of clause B (1) (a).
- (3) Settlement. The termination of any proceeding 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 set forth in Paragraph B (1).
- (4) Indemnification Prohibited. Except as hereinafter set forth in Paragraph B(5), the Corporation may not indemnify a party under this Subsection B in connection with either (a) any proceeding by or in the right of the Corporation in which the party is or has been adjudged liable to the Corporation, or (b) any proceeding charging improper personal benefit to the party, whether or not involving action in the party's official capacity, in which the party is adjudged liable on the basis that personal benefit was improperly received by the party (even if the Corporation was not thereby damaged).
- (5) Court-Ordered Indemnification. Notwithstanding the foregoing, the Corporation shall indemnify a party if and to the extent required by the court conducting the proceeding, or by any other court of competent jurisdiction to which the party has applied, it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances described in clause (a) or (b) of Paragraph B(4) or whether or not the party met the applicable standard of conduct set forth in Paragraph B(1), and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Nonprofit Corporation Act.
- (6) Claims by or in the Right of Corporation. Indemnification permitted under this Subsection B 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.

- (7) 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 purposes of this Section 1 of Article XIII.
- (C) *Prior Authorization Required.* Any indemnification under Subsection B (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 circumstances because the party has met the applicable standard of conduct set forth in Paragraph B(1) 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 directors by a majority vote of a quorum of such board, which quorum shall consist of all directors not parties to the subject proceeding, or by such other person or body as permitted by law.
- (D) *Success on Merits or Otherwise.* Notwithstanding any other provisions of this Article XIII, 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.
- (E) *Advancement of Expenses.* The Corporation shall pay for or reimburse the reasonable expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if:
- (1) the party gives the Corporation a written affirmation of such party's good-faith belief that he or she has met the standard of conduct described in Paragraph B(1);
  - (2) the party gives 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; and
  - (3) the board of directors, in the manner provided in Subsection C, authorizes a payment and determines that the facts then known to those making the determination would not preclude indemnification under this Section 1 of this Article XIII.

The undertaking required by Paragraph E(2) 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.

- (F) *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 Subsection D or by the written affirmation and undertaking to repay as required by Subsection E 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 claimant may apply by way of civil

action in any court of competent jurisdiction for adjudication 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.

- (G) *Insurance.* By action of the board of directors, notwithstanding any interest of the directors in such action, the Corporation may purchase and maintain insurance in such amounts as the board of directors deems appropriate to protect itself and any person who is or was director, officer, employee, fiduciary or agent of the Corporation, or who, while a director, officer, employee, fiduciary or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of 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 law or this Article XIII. Any such insurance may be procured from any insurance company designated by the board of directors, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the Corporation has an equity or any other interest, through stock ownership or otherwise. The Corporation 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 sums as may become necessary to effect indemnification as provided herein.
- (H) *Right to Impose Conditions to Indemnification.* The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article XIII, such reasonable requirements and conditions as may appear appropriate to the board of directors in each specific case and circumstance, including but not limited to any one or more of the following:
- (1) 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;
  - (2) 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
  - (3) that the Corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Corporation.
- (I) *Other Rights and Remedies.* The indemnification provided by this Section 1 of Article XIII shall be in addition to other rights to indemnification which a party may have or hereafter acquire by virtue of applicable statute.
- (J) *Applicability; Effect.* The indemnification provided in this Section 1 of Article XIII shall be applicable to acts or omissions that occurred prior to the adoption of this Section 1, shall continue as to any party entitled to indemnification under this Section 1 who has ceased to be a director, officer or employee of the Corporation or, at the request of the Corporation, was serving as and has since ceased to be a director, officer, partner, trustee, employee, fiduciary, or agent of any other domestic or foreign corporation, or

of any partnership, joint venture, trust, other enterprise or employee benefit plan and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Section 1 of Article XIII or of any section or provisions hereof that would have the effect of limited, 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 Section 1 shall be deemed to be provided by a contract between the Corporation and each party covered hereby.

- (K) *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 Section 1 of Article XIII to the fullest extent permissible by the 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 Subsection C.
- (L) *Savings Clause; Limitation.* If this Section 1 of Article XIII or any paragraph or provision hereof shall be invalidated by any court on any 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 Section 1 that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the Corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent 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").

SECTION 2. *Deposits and Withdrawals of Funds.* All funds of the Corporation not otherwise employed shall be deposited in such banks, trust companies or other reliable depositories as the board of directors may direct. Any withdrawals of funds and checks shall be governed by policies established by the Finance Committee, if any, and approved by the board of directors.

SECTION 3. *Authorization.* The board of directors may authorize any officer or officers, agent or agents of Alandi Ashram, in addition to the officers so authorized by these bylaws, to enter into any contract or 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 4. *Fiscal year.* The fiscal year of Alandi Ashram will be June 1 through May 31.

SECTION 5. *Contracts with Officers and Directors.* No officer or director of Alandi Ashram shall be interested, directly or indirectly, in any contract relating to the operations conducted by it, nor in any contract for furnishing services or supplies to it, unless such contract is authorized by a majority of the board of directors at a meeting at which the presence of the interested person is not necessary for such authorization, and the fact and nature of such interest is fully disclosed or known to the directors present at the meeting at which the contract is to be authorized.

## **ARTICLE X. AMENDMENTS**

SECTION 1. *Amendments.* The board of directors may amend these bylaws at any meeting of the board of directors. Any number of amendments or an entire revision of the bylaws may be submitted

and voted upon at a single meeting of the board of directors. Bylaw amendments will be adopted at such a meeting upon receiving a two-thirds (2/3) affirmative vote of the directors voting on each amendment.

## **ARTICLE XI. DISSOLUTION**

SECTION 1. *Dissolution.* In the event of the dissolution of Alandi Ashram and after the payment or the provision for payment of all the liabilities of the Corporation, the board in its sole discretion shall transfer all net assets of Alandi Ashram exclusively for the purpose of the Alandi Ashram in shares to be determined by the board of directors to Alandi Ashram members which have Internal Revenue Service 501(c)(3) tax exempt status during the year the dissolution occurs. The Corporation shall not be required to make pro rata distributions to all eligible members. Any assets not disposed of will be disposed of by a court of competent jurisdiction in the county in which the principal office of the Corporation is then located.