

# HOPE LIVES! THE LYDIA DODY BREAST CANCER SUPPORT CENTER

## BY-LAWS

### ARTICLE I – OFFICES

**Section 1. Principle Office:** The principle office and place of business of the Hope Lives! The Lydia Dody Breast Cancer Support Center (the “Center”) in the State of Colorado shall be designated from time to time by the Center, and may be within or outside of Colorado. The Center may have such other offices, either within or outside Colorado, as the Board of Directors may designate, or as the business of the Center may require from time to time.

**Section 2. Registered Office:** The Registered office of the Center shall be maintained in Colorado and may be, but need not be, the same as the principle office. The address of the registered office may be changed from time to time by the Board of Directors.

### ARTICLE II – MEMBERSHIP

**Section 1. Criteria and Procedures for Membership:** No person shall be admitted as a member without such person’s consent. The following persons may qualify for membership if the non-profit pursuant to the following criteria and procedures: All persons or entities that contribute annual dues to the non-profit may be non-voting members of the non-profit. The Board of Directors shall from time to time establish the amount of said dues. Until otherwise established by the Board of Directors, the minimum annual dues required for membership shall be \$1.00. Any person or entity who contributes funds, property or labor of such value to the non-profit in any year shall be deemed to have paid such dues. The Board of Directors may also issue certificates evidencing membership in the non-profit.

**Section 2. Transfer of Membership:** Membership in the non-profit is not transferable or assignable.

**Section 3. Resignation:** A member may resign at any time

**Section 4. Limitations on Use of Membership List:** Unless the Board of Directors gives its consent, the Foundation’s membership list or any part thereof may not be; (i) obtained or used by any person for any purpose unrelated to the member’s interest as a member; (ii) used to solicit money or property, unless such money or property will be used solely by the non-profit; (iii) used for any commercial purpose; or (iv) sold to or purchased by any person.

**Section 5. Liability to Third Parties:** The members, directors, officers and employees of the non-profit are not, as such, liable for acts, debts, liabilities or obligations to the non-profit.

## ARTICLE III – BOARD OF DIRECTORS

**Section 1. Qualifications; Tenure:** Members of the Board of Directors of the Center shall be natural persons at least eighteen (18) years of age or older. The directors, who need not be residents of the State of Colorado, shall manage the affairs of the Center. The Board of Directors shall consist of five (5) to eleven (11) directors. All directors shall be elected by the existing Board of Directors at each annual meeting of the Board of Directors. Directors thus elected shall be elected for a three (3) year term and shall hold office until the next annual meeting of the Board of Directors occurring at the expiration of their terms and until their successors have been elected and qualified. Membership terms shall be staggered by dividing the total number of directors into any number of groups. The terms of office for the several groups need not be uniform. Directors may be elected for successive terms. A director continues to serve until the director's successor is elected, appointed, or designated and qualifies. A decrease in the number of directors or in the term of office of directors does not shorten an incumbent director's term. The term of a director filling a vacancy expires at the end of the unexpired term that such director is filling.

**Section 2. Annual Meeting:** The annual meeting of the Board of Directors shall be held at such time and at such place as the Board of Directors may determine. The annual meeting of the Board of Directors shall be for the purpose of electing directors and officers, and for the transaction of such other business as may come before the meeting.

**Section 3. Regular Meetings:** Regular Meetings of the Board of Directors shall be held monthly at a time and place to be determined by the Board of Directors; unless the Board of Directors decides that fewer or more meetings are required; provided, however, that in no case shall the board of directors hold fewer than six (6) regular meetings a year. The Board of Directors shall receive notice of date, time, place, and purpose of meeting by email five (5) business days prior to the meeting.

**Section 4. Special Meetings:** Special Meetings of the Board of Directors may be called by or at the request of the President or any officer., Special meetings shall be held at such time and place as may be designated by the authority calling such meeting.



**Section 5. Quorum; Voting:** A quorum at all meetings of the Board of Directors shall consist of a majority of the directors, less than a quorum of the directors may adjourn from time to time without further notice until a quorum of the directors is secured. Except as provided otherwise by the Bylaws, the Articles of the Incorporation or by law, the act of a majority of the directors' present at a meeting at which a quorum is present shall be the act of the Board of Directors. Each director shall have one (1) vote.

For purposes of determining a quorum and of casting a vote, a director may be deemed to be present and to vote if the director grants a signed, written proxy to another director. The proxy must direct a vote to be cast with respect to a particular proposal that is described with reasonable specificity in the proxy. No other proxies are allowed.

A director who is present at a meeting of the Board of Directors is deemed to have assented to all action taken unless: (i) the director objects at the beginning of the meeting, or promptly upon arrival, to the holding the meeting or the transaction of business at the meeting, and does not thereafter vote for or assent to any action taken; (ii) the director contemporaneously requests that the director's dissent or abstention as to any specific action taken to be entered into the minutes of the meeting; or (iii) the director causes written notice of the director's dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment, or by the Center promptly after adjournment.

**Section 6. Vacancies:** Any vacancy in the Board of Directors shall be filled by the members of the Board of Directors. A director elected to fill a vacancy shall be elected for the un-expired term of such person's predecessor in office, and until such person's successor is duly elected and qualified. Any position of the Board of Directors to be filled by reason of an increase in the number of directors shall be filled by the Board of Directors as soon as practicable after the time such increase is authorized.

**Section 7. Committees:** In addition to the committees established in the Center's Articles of Incorporation, the Board of Directors may designate by a resolution adopted by a majority of the entire Board of Directors, one or more other committees, each of which shall have and may exercise such authority in the management and operation of the Center as shall be provided in such resolution or in these Bylaws. Each such committee shall have at least one (1) director as a member thereof. No such committee shall have the power or authority to elect, appoint or remove any director; amend, restate, alter or repeal the Articles of Incorporation; amend, alter or repeal these or any other Bylaws of the Center, approve a plan of merger; approve a sale, lease, exchange or other disposition of all or substantially all of the property of the Center, with or without goodwill, other than in the usual and regular course of business; or take any other action prohibited by law.

**Section 8. Resignation:** A director may resign at any time by giving written notice of resignation to the Center. The resignation is effective when the notice is received by the Center, unless the notice specifies a later effective date. Any director who misses three (3) consecutive in person meetings, without prior notification or excuse, may be deemed to have tendered the director's resignation to the Board of Directors, subject to acceptance by the Board of Directors in its discretion, effective at the time of such acceptance.

**Section 9. Removal:** Any member of the Board of Directors may be removed by the Board of Directors with or without cause by a two-thirds (2/3rds) majority vote of all the directors of the Center; subject to the notice requirements set forth in Section 13 of this Article. The Executive Director can be hired or dismissed by a vote of a majority of the board.

**Section 10. Vacancy on the Board:** If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of directors: (i) the Board of Directors may fill the vacancy.

**Section 11. Action without a Meeting:** Any action required by law to be taken at a meeting of the Board of Directors, or any committee thereof, or any other action which may be taken at a meeting of directors, or any committee thereof, may be taken without a meeting if every member of the Board of Directors in writing either (i) votes for such action or (ii) vote against such action or abstains from voting and waives the right to demand that a meeting be held. Action is taken only if the affirmative votes for such action at a meeting at which all of the directors then in office voted. The action shall only be effective if there



are writings describing the action, signed by all the directors, received by the Center, and filed with the minutes of Center meetings. Any such writings may be received by electronically transmitted facsimile or other form of wire or wireless communication providing the Center with a complete copy of the document, including a copy of the signature. Actions taken shall be effective when the last writing necessary to affect the action is received by the Center, unless the writing set forth a different date. Any director who has signed writing may revoke it by a writing signed, dated and stating the prior vote is revoked. However, such writing must be received by the Center before the last writing necessary to affect the action is received. All such actions shall have the same effect as an action taken at a meeting.

**Section 12. Compensation:** No member of the Board of Directors shall receive any compensation for serving in such office; provided, however, that the Center may reimburse any member of the Board of Directors for reasonable expenses incurred by the director in connection with service on the Board.

**Section 13. Notice:** Notice of the date, time, place, and purpose of any board meeting shall be given to each director by phone call, voicemail, email, or text. Such notice shall be deemed to be given and to be effective when sent.

Notwithstanding anything to the contrary contained in these bylaws, notice in writing, must be sent registered mail or return receipt requested.

**Section 14. Waiver of Notice:** A director may waive notice of a meeting before or after the time and date of the meeting by a writing signed by the director. Such Waiver shall be delivered to the Secretary of the Center for filing with the corporate records, but such delivery and filing shall not be conditions to the effectiveness of the waiver. Further, a director's attendance at or participation in a meeting waives any required notice to the director of the meeting, unless at the beginning of the meeting or promptly upon the director's later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and does not thereafter vote for or assent to any action taken at the meeting.

**Section 15. Telephonic Meetings:** The Board of Directors may permit any director or any member of any committee designated by the Board of Directors to participate in a regular or special meeting of the Board of Directors or a committee thereof through the use of any means of communication by which all directors or members participating in the meeting can hear each other during the meeting. A director or a member participating in a meeting in this manner is deemed to be present in person at the meeting.

**Section 16. Standard of Conduct for Directors and Officers:** Each director and officer shall perform their duties as a director or officer, including without limitation, their duties as a member of any committee of the Board of Directors, in good faith, in a manner the director or officer reasonably believes to be in the best interests of the Center, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In the performance of their duties, a director or officer shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by the person designated below. However, a director or officer shall not be considered to be acting in good faith if the director or officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director or officer shall not be liable to the Center or its members for any action the director or officer takes or omits to take as a director or officer if, in connection with such action or omission, the director or officer performs their duties in compliance with this section. A director or officer, regardless of title, shall not be deemed to be a trustee with respect to the Center or with respect to any property held or administered by the Center including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

The designated persons on whom a director or officer is entitled to rely are: (i) one or more officers or employees of the Center who the director or officer reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, a certified public account, or other person as to matters which the director or officer reasonably believes to be within such person's professional or expert competence; (iii) religious authorities or ministers, priests, rabbis or other persons whose position or duties in the Center or in a religious organization with which the Center is affiliated, who the director or officer reasonably believes



justify reliance and confidence, and who the director or officer reasonably believes to be reliable and competent in the matters presented; or (iv) a committee of the Board of Directors on which the director or officer does not serve, if the director reasonably believes the committee merits confidence.

**Section 17. Robert's Rules of Order:** All meetings of the Board of Directors shall be governed by Robert's Rules of Order, except where in conflict with the Bylaws, in which case the Bylaws shall govern.

### ARTICLE III-OFFICERS

**Section 1. General:** The officers of the Center shall be a President, a Vice President, a Secretary Treasurer (no individual may hold more than one office at a time). The Board of Directors may appoint such other officers as it may need advisable who shall be chosen in such a manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board of the Directors. Except as expressly prescribed by these Bylaws, the Board of Directors or the officer or officers authorized by the Board of Directors, shall from time to time determine the procedure for the appointment of officers, their authority and duties.. All officers shall be natural persons who are eighteen (18) years or older..

**Section 2. Powers and Duties:** The officers of the Center shall exercise and perform the respective powers, duties and function as are stated below, and as may be assigned to them by the Board of Directors.

[a] **Founder:** The Founder shall serve as a voting member of the Board of Directors of the Center and shall be subject to the general direction and control of the Board of Directors.

[b] **President:** The President shall be the Chief Executive Officer of the Center and shall, subject to the general direction and control of the Board of Directors, have the general supervision, direction and control over the business and affairs of the Center and its officers, agents, and employees. The President shall initially be appointed by the Board of Directors and shall preside at all meetings of the Board of Directors. The President may sign, with the Executive Director any deeds, leases, mortgages, and deeds of trust or other documents of conveyance or encumbrance of any real property owned by the Center. The President shall also perform all duties incident to the office of President and such other duties as may be assigned to the president by the Board of Directors from time to time.

[c] **Vice President:** The Vice President shall assist the President and shall perform such duties as may be assigned to the Vice President by the President or by the Board of Directors. In the absence of the President, the Vice President shall have the powers and perform the duties of the President.

[d] **Secretary:** The Secretary shall keep accurate minutes of the proceedings of the Board of Directors and of any committees of the Board of Directors; shall ensure that all notices are duly given in accordance with the provisions of these Bylaws; shall be custodian of the records and of the seal of the Center; shall attest the affixing of the seal of the Center when authorized by the Board of Directors; and shall perform such additional duties as are incident to such office and as may be assigned to such person by the Board of Directors.

[e] **Treasurer:** The treasurer shall be the principal financial officer of the Center; shall have the charge and custody of, and be responsible for, all funds and securities of the Center; and shall deposit such funds in the name of the Center in such depositories as shall be designated by the Board of Directors; shall keep accurate books of account and records of financial transactions and the condition of the Center and shall submit such reports thereof as the Board of Directors may from time to time require; and in general, perform all duties incident to such office, and such other duties as may from time to time be assigned to such person by the President or by the Board of Directors. The Treasurer shall make an annual financial report to the Center at the annual meeting of the Board of Directors. With the approval of the Board of Directors, the Treasurer shall be authorized to engage any certified public accountant or firm of certified public accountants to assist in the performance of any of the duties incident to the Treasurer's office..



**Section 3. Selection and Terms of Offices:** All officers of the Center shall be appointed by the Board of Directors at its annual meeting and shall hold office until the first of the following occurs: a successor shall have been duly appointed and qualified; death; resignation or removal from office.

**Section 4. Compensation:** No compensation shall be paid to officers of the Center for serving in such capacity; provided, however, the Center shall reimburse any officer for all reasonable expenses incurred by such individual in connection with services rendered to or for the Center.

**Section 5. Resignation and Removal:** An officer may resign at any time by giving written notice of resignation to the Center. The resignation is effective when the notice is received by the Center, unless the notice specifies a later effective date. Any officer or agent elected may be removed at any time with or without cause by a majority vote of the Board of Directors.

**Section 6. Vacancies:** A vacancy in any office, however occurring, may be filled by majority vote of the Board of Directors for the un-expired portion of the officer's term. If an officer resigns and the resignation is made effective at a later date, the Board of Directors may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date if the Board of Directors provide that the successor shall not take office until the effective date. In the alternative, the Board of Directors may remove the officer at any time before the effective date and fill the resulting vacancy.

#### **ARTICLE IV-CORPORATE DOCUMENTS AND RECORDS**

**Section 1. Financial Statements:** Upon the written request of any director, the Center shall mail to such director its most recent annual financial statements, if any, and its most recently published financial statements, if any, showing in reasonable detail its assets and liabilities and the results of its operation.

**Section 2. Corporate Records:** The Center shall keep as permanent records minutes of all meetings of its Board of Directors, a records of all actions taken by the Board of Directors without a meeting and of actions taken by a committee in place of the Board of Directors, and a record of all waivers of notices of meetings of the Board of Directors or any such committee. The Center shall also maintain the following records: (i) appropriate accounting records;(ii) a list of the names and business or home addresses of its current directors and officers; (iii) a copy of its most recent Periodic Report delivered to the Colorado Secretary of State; and (iv) all financial statements prepared for periods during the last three (3) years that a director could have requested under Colorado law.

**Section 3. Inspection and Copying of Corporate Records:** Upon written demand delivered at least five business days before the date on which a director wishes to inspect and copy any of the corporate records identified in Section 2 of this Article, a director, its agent or attorney, is entitled to inspect and copy such records during regular business hours at the Center's principle office. The Center may impose a reasonable charge, covering the costs of labor and material, for copies of the documents provided. The charge may not exceed the estimated cost of production and reproduction of the records. A director may also inspect any other records at a reasonable location specified by the Center upon the same terms and conditions. The rights set forth herein may not be abolished or limited by the Articles of Incorporation or the Bylaws.

#### **ARTICLE V - CONTRACTS, LOANS AND DEPOSITS**

**Section 1. Contracts:** The President and Executive Director are authorized to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Center, and such authority may be general or confined to specific instances. Without such authorization, no President and Executive Director shall have any power or authority to bind the Center by any contract or instrument, or to pledge its credit, or to render it financially liable for any amount.

**Section 2. Loans:** No loans shall be contracted for on behalf of the Center and no evidence of indebtedness shall be issued in the name of the Center, unless authorized by a written resolution of the Board of Directors. Such authority may be general if confined to a specific dollar limit determined from time to

time by resolution of the Board of Directors, and shall otherwise be confined to specific instances. No loan shall be made to any officer or director of the Center.

**Section 3. Checks, Drafts and Notes:** All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Center shall be signed by Executive Director, President or Treasurer of the Center and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**Section 4. Deposits:** All funds of the Center not otherwise employed shall be deposited from time to time to the credit of the Center in such banks, financial institutions or other custodians as the Board of Directors may select.

**Section 5. Investment Managers:** The Board of Directors shall have the authority to designate any bank, trust company, brokerage firm or investment advisor to manage the assets and investment of the assets of the Center.

**Section 6. Fiscal Year:** The fiscal year of the Center shall be from January 1<sup>st</sup> to December 31<sup>st</sup> of each calendar year, until such time as the Board of Directors amends the Articles of Incorporation to provide for a different fiscal year for the Center.

## ARTICLE VI-SALE OF PROPERTY

The Board of Directors may: (i) authorize the sale, lease, exchange or other disposition of all or substantially all of the Center's property either in or other than in the usual and regular course of business; and (ii) mortgage, pledge, dedicate to the repayment of indebtedness (with or without recourse), or otherwise encumber all or substantially all of its property, whether or not in the usual and regular course of business. The procedures set forth in the C.R.S. 7121-101 et seq. shall be followed by the Center in connection with such sales. This provision shall not apply to a transaction subject to court order.

If the Center is entitled to vote or otherwise consent (other than in the usual and regular course of its business) with respect to the sale, lease, exchange or other disposition of all, or substantially all, of the Center's property with or without the goodwill of another entity which it controls, and if the property interests held in such entity constitute all, or substantially all, or its property, then such consent requires majority approval by the Board of Directors.

## ARTICLE VII – INDEMNIFICATION

**Section 1. Definitions:** For purposes of this Article:

[a] The terms “**director or officer**” shall include a person who, while serving as a director or officer of the Center, is or was serving at the request of the Center as a director or officer.

[b] The term “**proceeding**” shall mean any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in such action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

[c] The term “**party**” includes an individual who is, was, or is threatened to be made a named defendant or respondent in a proceeding.

[d] The term “**liability**” shall mean any obligation to pay a judgment, settlement, penalty, fine or reasonable expense incurred with respect to a proceeding.

[e] When used with respect to a director, the phrase “**official capacity**” shall mean the office of director in the Center..



**Section 2. General Provisions:** The Center shall indemnify any person who is or was a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was a director or officer of the Center, against expenses (including, but not limited to, attorneys' fees) liability, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such proceeding if such person: (i) acted in good faith; (ii) reasonably believed, in the case of conduct in an official capacity with the Center, that the conduct was in the best interests of the Center, and, in all other cases, that the conduct was at least not opposed to the best interests of the Center; and (iii) with respect to any criminal proceeding, had no reasonable cause to believe that the conduct was unlawful. However, no person shall be entitled to indemnification under this Section 2 either: (i) in connection with a proceeding brought by or in the right of the Center in which the director or officer was adjudged liable to the Center; or (ii) in connection with any other proceeding charging improper personal benefit to the director or officer, whether or not involving action in that person's official capacity, in which the officer or director is ultimately adjudged liable on the basis that the director or officer improperly received personal benefit. Indemnification under this Section 2 in connection with a proceeding brought by or is the right of the Center shall be limited to reasonable expenses incurred in connection with the proceeding. The termination of any action, suit or proceeding by judgment, order, settlement or conviction or upon a plan of nolo contendere or its equivalent shall not itself be determinative that the person did not meet the standard of conduct set forth in this Section 2.

**Section 3. Successful Defense on the Merits: Expenses:** To the extent that a director or officer of the Center has been wholly successful on the merits in defense of any proceeding to which the director or officer was a party, such person shall be indemnified against reasonable expenses (including attorneys' fees) actually and reasonably incurred in connection with such proceeding.

**Section 4. Determination of Right to Indemnification:** Any indemnification under Section 2 of this Article (unless ordered by a court) shall be made by the Center only as authorized in each specific case upon a determination that indemnification of the director or officer is permissible under the circumstances because such person met the applicable standard of conduct set forth in Section 2. Such determination shall be made: (i) by the Board of Directors by a majority vote of a quorum of disinterested directors who at the time of the vote are not, and are not threatened to be made, parties to the proceeding; or (ii) if such a quorum cannot be obtained, by the vote of a majority of the members of a committee of the Board of Directors designated by the Board of Directors, which committee shall consist of two or more directors who are not parties to the proceeding (directors who are parties to the proceeding may participate in the designation of directors to serve on such committee); or (iii) if such a quorum of the Board of Directors cannot be obtained or such a committee designated, but such a quorum or committee directs, then by independent legal counsel selected by the Board of Directors in accordance with the preceding procedures. Authorization of indemnification and evaluation as to the reasonableness of expenses shall be made in the same manner as the indemnification is permissible is made by independent legal counsel, authorization of indemnification and evaluation of legal expenses shall be made by the body that selected such counsel.

**Section 5. Advance Payment of Expenses:** Undertaking to Repay: The Center shall pay for or reimburse the reasonable expenses (including, but not limited to, attorney's fees) incurred by a director or officer who is a party to a proceeding in advance of the final disposition of the proceeding if: (i) the director or officer furnishes the Center a written affirmation of the director's or officer's good faith belief that the person has met the standard of conduct set forth in Section 2; (ii) the director or officer furnishes the Center with a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is determined that the person did not meet the standard of conduct set forth in Section 2, which undertaking shall be an unlimited general obligation of the director or officer, but which need not be secured and which may be accepted without reference to financial ability to make repayment; and (iii) a determination is made by the body authorizing indemnification that the facts then known to such body would not preclude indemnification.

**Section 6. Other Employees and Agents:** The Center shall indemnify such other employees and agents of the Center to the same extent and in the same manner as is provided above in Section 2 with respect to directors and officers, by adopting a resolution by a majority of the members of the Board of Directors specifically identifying by name or by position the employees or agents entitled to indemnification.



**Section 7 Insurance:** The Board of Directors shall exercise the Center's power to purchase and maintain insurance (including without limitation insurance for legal expenses and costs incurred in connection with defending any claim, proceeding or lawsuit) on behalf of any person who is or was a director, officer, or employee of the Center against any liability asserted against the person or incurred by the person in any such capacity or arising out of the person's status as such, whether or not the Center would have the power to indemnify that person against such liability under the provisions of this Article.

**Section 8. Nonexclusivity of Article:** The indemnification provided by this Article shall not be deemed exclusive of any other rights and procedures to which one indemnified may be entitled under the Articles of Incorporation, any Bylaw, Agreement, resolution of disinterested directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer, and shall insure to the benefit of such person's heirs, executors and administrators.

#### ARTICLE VIII- AMENDMENTS

**Section 1. Articles of Incorporation:** The Board of Directors shall have the power to amend the Articles of Incorporation by a two-thirds (2/3) majority vote of all the directors.

**Section 2. Bylaws:** The Board of Directors shall have the power, to the maximum extent permitted by the Colorado Revised Nonprofit Corporation Act, to make, amend and repeal the Bylaws of the non-profit at any regular or special meeting of the Board of Directors by way of a majority vote of all the directors.

#### ARTICLE IX – MISCELLANEOUS

**Section 1. Seal:** The Board of Directors may adopt a corporate seal, which may be circular in form and shall contain the name of the Center and the words, "Corporate Seal, Colorado."

**Section 2. Conflicts:** In the event of any irreconcilable conflict between those Bylaws and either the Center's Articles of Incorporation or applicable law, the latter shall control.

**Section 3. Definitions:** Except as otherwise specifically provided in these Bylaws, all terms used in these Bylaws shall have the same definition as in the Colorado Nonprofit Foundation Act.

**Section 4. Receipt of Notices by the Non-Profit** Notices and other documents or writings shall be deemed to have received by the Center when they are actually received: (1) at the registered officer of the Center in Colorado; (2) at the principal office of the Center (as that office is designated in most recent document filed by the Center with the Secretary of State for Colorado designating a principal office) addressed to the attention of the Secretary of the Center; (3) by the Secretary of the Center wherever the Secretary may be found; (4) by any other person authorized from time to time by the Board of Directors or the President to receive such writings wherever such person is found.

**Section 5. Emergency Powers and Bylaws:** An "emergency" exists for the purposes of this section if a quorum of the directors cannot readily be obtained because of some catastrophic event. In the event of an emergency, the Board of Directors may; (i) modify lines of succession to accommodate the incapacity of any director, officer, employee or agent; and (ii) relocate the principal office, designate alternative principal offices or regional offices, or authorize officers to do so. During an emergency, notice of a meeting of the Board of Directors only needs to be given to those directors whom it is practicable to reach and may be given in any practicable manner including by publication or radio. One or more officers of the Center at a meeting of the Board of Directors may be deemed directors for the meeting, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum. Corporate action taken in good faith during an emergency binds the Center and may not be the basis for imposing liability on any director, officer, employee or agent of the Center on the ground that the action was not authorized. The Board of Directors may also adopt emergency bylaws, subject to amendments which may include provisions necessary for managing the Center during the emergency including; (i) procedures for calling a meeting of the Board of Directors; (ii)



quorum requirements for the meeting; and (iii) designation of additional or substitute directors. The emergency bylaws shall remain in effect during the emergency and not be after emergency ends.

**Section 7. Conflicting Interest Transactions:**

(1) As used in this Section, "conflicting interest transaction" means: a contract, transaction or other financial relationship between the Center and director or officer of the Center, or between the Center and an entity in which a director or officer of the Center is a director or officer or has a financial interest.

(2) No loans shall be made by the Center to its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be personally liable to the Center for the amount of such loan until the repayment thereof.

(3) No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by or in the right of the Center, solely because the conflicting interest transaction involves a director or officer of the Center or a party related to a director or officer or any entity in which director or officer of the Center is a director or officer or has a financial interest or solely because the director or officer is present at or participates in the meeting of the Center's Board of Directors of the committee of the Board of Directors that authorizes, approves or ratifies the conflicting interest transaction or solely because the director's or officer's vote is counted for such purpose if:

[a] The material facts as to the director's or officer's relationship or interest as to the conflicting interest transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or Committee in good faith authorizes, approves or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or

[b] The conflicting interest transaction is fair to the Center.

(4) Common or interested directors or officers may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorizes, approves or ratifies the conflicting interest transaction.

(5) For purposes of this Section, a "party related to a director or officer" shall mean spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which a director or officer or party related to a director or officer has a beneficial interest, or an entity in which a party related to a director or officer, is a director, officer or has a financial interest in.

The above bylaws were revised, approved and adopted by the Board of Directors of Hope Lives! The Lydia Dody Breast Cancer Support Center on the 13th day of April 2021.

  
Mark Koepsell, Board President

Date 4/21/21

Witness -

  
Lydia Dody, Founder/Executive Director

Date 4/21/21