

BY LAWS

LOCKWOOD DONIS FOUNDATION

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ARTICLE I.

Name and Policy

Section 1.01 Name:

This Corporation is and shall be known as LOCKWOOD DONIS FOUNDATION, hereinafter referred to as LDF. It shall be incorporated under the laws of the State of Texas.

Section 1.02 Nonprofit Policy:

LDF shall not be operated for profit, and its entire properties, assets, and facilities shall be devoted to the purposes for which it is organized as set forth in its constitution, as the same may from time to time be amended.

ARTICLE II.

Purposes, Objectives and Governing Instruments

Section 2.01 Purposes:

The purposes of LDF as set forth in its constitution are:

- a) To execute research and analysis, provide educational and exploratory findings through conferences, public relations, speaking and consultation, coaching and mentoring, and modeling of comparative benchmark and collaborative-specific solutions to for- and non-profits and public entities in English, Spanish, Portuguese, and French languages.
- b) To study the correlations of challenges and catalysts for organizational development, cultural coherence, and leadership efficiency.
- c) To work directly with organizational leaders to define and forecast need, design strategy, facilitate implementation, and validate the results of custom solutions and incremental and disruptive innovational concepts.
- d) To publish educational materials based on exploratory findings.
- e) To create general awareness through multimedia resources that inspire the virtues of initiative, leadership – specifically women’s leadership, entrepreneurship, cultural diversity and coherence, team-building, community involvement, and value-adding initiatives.
- f) To provide affordable housing solutions and vocational training environments that offer economic opportunity for participants and support the mission of the foundation.
- g) To offer humanitarian aid and charitable contributions on a case-by-case basis.

Section 2.02 Governing Instruments:

LDF shall be governed by its Articles of Incorporation and its Bylaws.

Section 2.03 Non-Discrimination Policy:

Pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, LDF recruits, employs, assigns and promotes staff, terminates employment, accepts volunteers and board members, determines rates of pay and other benefits without discrimination on the basis of age, gender, sexual orientation, disability, ethnic identity, religion or creed.

Section 2.04 Limitations on Activities:

No part of the activities of LDF shall consist of participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office, nor shall LDF operate a social club or carry on business with the general public in a manner similar to an organization operated for profit. Notwithstanding any other provision of these Bylaws, LDF shall not carry on any activity not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax law.

ARTICLE III.

Membership

Section 3.01 Purpose and Authorization:

In order to provide a means of attracting interest in and support for the activities of LDF, the Board of Trustees may or may not establish from time to time one or more classes of membership as it deems fit, on such terms and conditions as the Board by resolution shall determine.

ARTICLE IV.

Board of Directors

Section 4.01 Annual Meeting:

A meeting of the Board shall be held annually at such place, on such date and at such time as may be fixed by the Board, for the purpose of electing Directors, receiving

annual reports of the Board and Officers, and for the transaction of such other business as may be brought before the meeting.

Section 4.02 Election and Term of Office:

The initial Directors of the Corporation shall be those persons specified in the Certificate of Incorporation of LDF. Each new Director shall be chosen by a majority vote of the current board and shall serve for a term of two (2) years. Directors may serve consecutive terms. Each Director shall also hold office until the next annual meeting of the Board and until such Director's successor has been elected and qualified, or until his or her death, resignation or removal.

Section 4.03 Powers and Duties:

Subject to the provisions of law, of the Certificate of Incorporation and of these By-Laws, but in furtherance and not in limitation of any rights and powers thereby conferred, the Board shall have the control and management of the affairs and operations of LDF and shall exercise all the powers that may be exercised by LDF.

Section 4.04 Additional Meetings:

Regular meetings of the Board may be held at such times as the Board may from time to time determine. Special meetings of the Board may also be called at any time by the Chairperson and President or by a majority of the Directors then in office.

Section 4.05 Notice of Meetings:

No notice need be given of any annual or regular meeting of the Board. Notice of a special meeting of the Board shall be given to each Director in person, by mail or electronically at least three (3) business days (Saturdays, Sundays and legal holidays not being considered business days for the purpose of these By-Laws) before the date designated for such meeting specifying the place, date and hour of the meeting. Whenever all of the Directors shall have waived notice of any meeting either before or after such meeting, such meeting shall be valid for all purposes. A Director who shall be present at any meeting and who shall not have protested, prior to the meeting or at its commencement, the lack of notice to him, shall be deemed to have waived notice of such meeting. In any case, any acts or proceedings taken at a Directors' meeting not validly called or constituted may be made valid and fully effective by ratification at a subsequent Directors' meeting that is legally and validly called. Except as otherwise provided herein, notice of any Directors' meeting or any waiver thereof need not state the purpose of the meeting, and, at any Directors' meeting duly held as provided in these By-Laws, any business within the legal province and authority of the Board may be transacted.

Section 4.06 Quorum:

At any meeting of the Board, a majority of the Directors then in office shall be necessary to constitute a quorum for the transaction of business. However, should a quorum not be present, a majority of the Directors present may adjourn the meeting from time to time to another time and place, without notice other than announcement at such meeting, until a quorum shall be present.

Section 4.07 Voting:

At all meetings of the Board, each Director shall have one vote. In the event that there is a tie in any vote, the Chairperson shall have an additional vote to be the tie-breaker.

Section 4.08 Action Without a Meeting:

Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or any such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board or any such committee shall be filed with the minutes of the proceedings of the Board or such committee.

Section 4.09 Removal:

Any Director may be removed for cause by vote of the Board provided there is a quorum of not less than a majority present at the meeting at which such action is taken.

Section 4.10 Resignation:

Any Director may resign from office at any time by delivering a resignation in writing to the Board of Directors, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

Section 4.11 Vacancies:

Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Directors then in office at any Directors' meeting. A Director elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor.

Section 4.12 Committee:

The Board, by resolution adopted by a majority of the entire Board, may designate from among the Directors an Executive Committee and other standing committees, each consisting of three or more Directors, to serve at the pleasure of the Board, and each of which, to the extent provided in such resolution, shall have the authority of the Board. The Board may designate one or more Directors as alternate members of any such

committee, who may replace any absent member or members at any meeting of such committee.

Section 4.13 Participation by Telephone:

Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 4.14 Proxy:

A Director may use email or written legal notice to authorize someone to act in his or her stead.

Section 4.15 Agenda for Regular Meetings:

The agenda or order of business for each Regular Meeting shall include the following:

- (a) Call to order
- (b) Roll Call
- (c) Approval of Minutes
- (d) Financial Report
- (e) Reports of Regular Committees
- (f) Reports of Any Other Committees
- (g) Report of the Director
- (h) Old Business
- (i) New business
- (j) Adjournment

ARTICLE V.

Officers

Section 5.01 Election of Officers:

The Board of Directors shall elect a President, a Vice-President, a Secretary, and a Treasurer for LDF. Each such officer shall be a member of the Board of Directors chosen at the Annual Meeting of the Board for a term of two (2) years. Officers may serve consecutive terms.

Section 5.02 Removal:

At any meeting of the Board of Directors duly called, any Officer of LDF may, by a vote of two-thirds (2/3) of the entire Board, be removed from office and another may be elected by the board in the place of the Officer so removed, to serve until the next Annual Meeting of the Board.

Section 5.03 Resignation:

Any Officer may resign his or her office at any time, such resignation to be made in writing and to take effect immediately without acceptance by the Corporation.

Section 5.04 President:

The President shall be the Chairperson and presiding officer of the Board of Directors with the power and duty to exercise general supervision over the affairs and operations of LDF. He or she shall preside at all meetings of the Board and of the Executive Committee. The President shall have power to execute bonds, mortgages and other contracts. The President shall have such other powers and duties as may be designated by the Board.

Section 5.05 Vice-President:

At the request of the President or in his or her absence or during his or her disability, the Vice-President shall perform the duties and exercise the functions of the President. The Vice-President shall have such other powers and duties as may be designated by the Board of Directors or the President.

Section 5.06 Secretary:

The Secretary shall be responsible for the keeping of minutes of all meetings of the Board of Directors. He or she shall see that all notices are duly given in accordance with the provisions of these bylaws or as required by law. The Secretary shall be responsible for the custody of the records and of the seal or seals of LDF. The Secretary shall have such other powers and duties as may be designated by the Board or the President.

Section 5.07 Treasurer:

The Treasurer shall have supervision over the financial records of LDF. The Treasurer shall provide the Board of Trustees at each of its regular meetings with a statement of the financial condition of LDF.

Section 5.08 Delegation:

In case of the absence of any Officer of LDF, or for any other reason that the Board may deem sufficient, the Board may at any time and from time to time delegate all or any

part of the powers or duties of any Officer to any other Officer or to any Director or Directors.

Section 5.09 Vacancies:

Any vacancy occurring in any office, whether because of death, resignation or removal, with or without cause, or any other reason, shall be filled by the Board.

ARTICLE VI.

Executive Director

Section 6.01 Executive Director:

The Board of Directors may appoint and employ a chief administrator of LDF designated as Executive Director. The Executive Director shall serve at the pleasure of the Board. That person, by becoming a key employee or agent of a corporation is subject to the personal jurisdiction of the Texas State Supreme Court, and in an action or proceeding by the attorney general under the NPCL process may be served upon such person pursuant to CPLR §313.

Section 6.02 Executive Director:

The Board of Directors may delegate to the Executive Director the responsibility and authority for carrying out the policies and purposes that have been adopted and approved by the Board. The Executive Director shall serve as the salaried chief executive of LDF. The Executive Director shall be the Chief Officer of the staff of LDF and shall appoint, supervise and, when necessary, discharge individuals who occupy staff positions authorized by the Board. The Executive Director shall have power to execute bonds, mortgages and other contracts except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other Officer or Agent of LDF.

ARTICLE VII.

Parliamentary Procedure

Section 7.01 Fiscal Year:

For financial reporting purposes LDF shall report from January 1st to December 31st of each year.

Section 7.02 Conduct of Meetings:

Except as otherwise provided in these bylaws, by applicable law or by resolution of the Board of Directors, all meetings of the Board or of any committee designated by the Board shall be conducted in conformity with *Robert's Rules of Order - Revised* as amended from time to time.

ARTICLE VIII.

Execution of Documents

Section 8.01 Execution of Documents:

Policies regarding documents, obligations and disbursements are set forth in the organization's operations policies which shall be reviewed on an annual basis by the board.

ARTICLE IX.

Bank Accounts, Checks, Contracts and Investments

Section 9.01 Bank Accounts, Checks and Notes:

The President and Chairperson of the Board is authorized to select the banks or depositories it deems proper for the LDF funds. The Chairperson and President shall also decide who additionally shall be authorized from time to time on LDF's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness.

Section 9.02 Contracts:

The President and Chairperson of the Board shall have any power and authority to bind LDF by contracts or engagements and to pledge its credit or render it liable for any purpose up to \$250,000. Any contract or engagement above stated amount shall require majority vote of the Board for approval. The Board may authorize any Officer or Officers, Agent or Agents, in addition to those specified in these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of LDF, and such authority may be general or confined to specific instances.

Section 9.03 Investments:

LDF funds may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board may deem desirable.

ARTICLE X.

Indemnification

Section 9.01 Indemnity Under Law:

LDF shall indemnify and advance the expenses of each person to the full extent permitted by law.

Section 9.02 Additional Indemnification:

- (1) LDF hereby agrees to hold harmless and indemnify each of its Directors, Officers, Employees and Agents (the "Indemnitee") from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of LDF to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnitee served in any capacity at the request of LDF, to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnitee is, was or at any time becomes a Director or Officer of LDF, or is or was serving or at any time serves such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnitee's fiduciary duty as a Director, Officer, employee or agent of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 9 shall be paid by LDF: (i) if a judgment or other final adjudication adverse to the Indemnitee establishes that the Indemnitee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnitee personally gained in fact a financial profit or other advantage to which the Indemnitee was not legally entitled; or (ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create any presumption that the Indemnitee acted in bad faith and/or was dishonest.
- (2) The obligation of LDF to indemnify contained herein shall continue during the period the Indemnitee serves as a Director, Officer, employee or agent of LDF and shall continue thereafter so long as the Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil,

criminal, administrative or investigative, by reason of the fact that the Indemnitee was a Director or Officer of the Corporation or served at the request of LDF in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

- (3) Promptly after receipt by the Indemnitee of notice of the commencement of any action, suit or proceeding, the Indemnitee will, if a claim in respect thereof is to be made against LDF under this Section 9, notify LDF of the commencement thereof; but the omission so to notify LDF will not relieve it from any liability which it may have to the Indemnitee otherwise than under this Section 9. With respect to any such action, suit or proceeding as to which the Indemnitee notifies LDF of the commencement thereof:
- a. LDF will be entitled to participate therein at its own expense; and,
 - b. Except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, LDF jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the LDF to the Indemnitee of its election so to assume the defense thereof, the LDF will not be liable to the Indemnitee under this Section 9 for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnitee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from LDF of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (A) the employment of counsel by the Indemnitee has been authorized by LDF in connection with the defense of such action, (B) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between LDF and the Indemnitee in the conduct of the defense of such action, or (C) LDF shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnitee shall be borne by LDF (it being understood, however, that LDF shall not be liable for the expenses of more than one counsel for the Indemnitee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances). LDF shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of LDF or as to which the Indemnitee shall have made the conclusion provided for in clause (B) of the preceding sentence of this subpart ii.
 - c. Anything in this Section 9 to the contrary notwithstanding, LDF shall not be liable to indemnify the Indemnitee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. LDF shall not settle any action or claim in any manner which would impose any

penalty or limitation on the Indemnitee without the Indemnitee's written consent. Neither LDF nor any such person will unreasonably withhold their consent to any proposed settlement.

- d. In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from LDF to the Indemnitee pursuant to this Section 9, LDF shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnitee in defending such action, suit or proceeding, other than those expenses for which the Indemnitee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 9. LDF shall make such payments upon receipt of 1. a written request made by the Indemnitee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnitee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by LDF hereunder, and (iii) evidence satisfactory to LDF as to the amount of such expenses. The Indemnitee's written certification together with a copy of the statement paid or to be paid by the Indemnitee shall constitute satisfactory evidence as to the amount of such expenses.
- e. The rights to indemnification and advancement of expenses granted to the Indemnitee under this Section 9 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnitee may now or hereafter be entitled under LDF's Certificate of Incorporation or otherwise under LDF's By-Laws, as now in effect or as hereafter amended, any agreement, any vote of members or Directors, any applicable law, or otherwise.

Section 9.03 Limitation:

No amendment, modification or rescission of this Article IX. shall be effective to limit any person's right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.

ARTICLE XI.

Amendments and Other Provisions

Section 11.01 Amendments:

These Bylaws may be adopted, amended or repealed in whole or in part by the affirmative vote of a majority in number of the entire Board of Directors, provided that at least three (3) days before the meeting at which any amendment shall be voted upon, written notice of the proposed amendment shall be delivered personally or electronically

to each member of the Board, together with a concise statement of the changes proposed to be made.

Section 11.02 Related Party Transactions:

In any transaction agreement or any other arrangement in which a related party has a financial interest and in which the corporation or any affiliate of the corporation is a participant, LDF Authorizes the Attorney General to enjoin, void or rescind any related party transaction, or seek additional damages or remedies.

Section 11.03 Conflict of Interest:

LDF shall establish a policy that shall include:

- (a) A definition of the circumstances that constitute a conflict of interest;
- (b) Procedures for disclosing a conflict to the audit committee or, if no audit committee, to the board;
- (c) A requirement that the person with the conflict no be present at or participate in board/committee deliberation or vote on matter giving rise to the conflict;
- (d) A prohibition against any attempt by the person with the conflict to influence improperly the deliberation or voting on the matter giving rise to the conflict;
- (e) A requirement that the existence and resolution of the conflict be documented in the corporation's records, including in the minutes of any meeting at which the conflict was discussed or voted upon; and
- (f) Procedures for disclosing, addressing, and documenting related party transactions in accordance with NPCL §715.

Section 11.04 Whistleblower:

LDF shall establish a policy that shall include:

- (a) Procedures for reporting violations or suspected violations of law or corporate policies, including procedures for preserving the confidentiality of reported information;
- (b) A requirement that an employee, officer or director of the corporation be designated to administer the policy and report to the audit committee or other committee of independent directors, or if none, to the board; and
- (c) A requirement that a copy of policy be distributed to all directors, officers, employees and to volunteers who provide substantial services to the corporation

Section 11.05 Employees:

LDF shall establish a policy determining participation of employees as Directors and Officers and the privileges, responsibilities, and limitations thereof.

Article XII.

Dissolution

Section 12.01 Dissolution:

LDF may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Board that is consistent with the Certificate of Incorporation and with Texas state law.

Article XIII.

Construction

Section 13.01 Construction:

In the case of any conflict between the Certificate of Incorporation of Lockwood Donis Foundation and these By-Laws, the Certificate of Incorporation of LDF control.

These Bylaws were adopted and certified at a meeting of the Board of Directors of Lockwood Donis Foundation on May 15, 2018.

Secretary, Board of Directors

President, Board of Directors