

AMENDED AND RESTATED

CODE OF REGULATIONS

OF

MONTAÑA DE LUZ

ARTICLE I

NAME

The name of this Ohio nonprofit corporation shall be Montaña de Luz (the “MdL”).

ARTICLE II

MEMBERS

The individuals (“Directors”) serving as members of the Board of Directors of MdL (the “Board”) shall be the members of MdL, and, as such, shall have all the rights and privileges of members under the provisions of the Ohio Nonprofit Corporation Law, as amended from time to time. Any person elected as a Director shall automatically become a member of MdL, and upon ceasing to be a Director, membership in MdL shall automatically terminate.

ARTICLE III

DIRECTORS

Section 3.1 Authority.

Except as otherwise provided by applicable law, in the Articles of Incorporation of MdL (the “Articles”) or in this Amended and Restated Code of Regulations (these “Regulations”), MdL shall be governed and all authority of MdL shall be exercised by the Board, which shall manage and control the affairs and property of MdL. Any authority of the Board may be delegated by it to such persons or committees as it may determine. No Director shall be required to furnish any bond or surety for the faithful performance of his or her duties.

Section 3.2 Number and Restrictions.

The number of Directors shall not be less than seven. Subject to the preceding sentence, the number of Directors may be fixed from time to time by the Directors. No person shall serve as a Director who is related by consanguinity or affinity to persons employed by MdL. No employee or other person compensated by MdL shall serve as a Director during the period in which such person is an employee of, or is otherwise compensated by, MdL.

Section 3.3 Term and Term Limits.

The Board shall be self-perpetuating and shall be comprised of those persons elected at the Annual Meeting (as defined in **Section 3.6**) in accordance with these Regulations. At the first Annual Meeting after the adoption of these Regulations, one-third ($\frac{1}{3}$) of those Directors elected shall be designated to serve a term of one year, one-third ($\frac{1}{3}$) shall be designated to serve a term of two years, and one-third ($\frac{1}{3}$) shall be designated to serve a term of three years. Thereafter, at each Annual Meeting, Directors shall be elected to a term of three years. Elected Directors who have served a three-year term

are eligible for re-election only to one consecutive three-year term. No director shall serve more than eight consecutive years unless approved by a majority of the Directors, excluding the Director in question. A Director who has served eight consecutive years is eligible to rejoin the Board after a one-year absence from the Board. Each Director's term shall begin on January 1.

Section 3.4 Vacancies and Removal.

A vacancy on the Board will occur upon a Director's death, resignation or removal. Any Director may resign by submitting a written resignation to the Board. Any Director may be removed at any time by the Board for cause or upon a two-thirds ($\frac{2}{3}$) vote of the Board. Any vacancy on the Board may be filled for the unexpired term by a vote of the remaining Directors.

Section 3.5 Compensation and Expenses.

No Director shall be entitled to or shall receive any compensation for serving as a Director or as any Officer (as defined in **Section 5.1**) or for any other services rendered to MdL as a Director or Officer. The Directors may authorize MdL to reimburse Directors and Officers for reasonable expenses actually incurred and necessary for the execution of their duties.

Section 3.6 Meetings of Directors.

An annual meeting of the Directors (the "Annual Meeting") shall be held during the last three months of each calendar year or at such other time as determined by the Board. Special meetings of the Directors may be called by the President, Vice President or by any three or more Directors. All meetings of the Directors shall be at a place (within or without the State of Ohio) as shall be determined by the Board or by the person or persons calling the meeting. Regular meetings of the Board shall be at least quarterly and there shall be a minimum of six regular meetings of the Board each calendar year, including the Annual Meeting.

Section 3.7 Notice of Meetings.

Written notice stating the place, date and time any meeting of the Board shall be given to each Director not less than two days before the date of the meeting. The notice may be delivered in person or by first-class mail, postage prepaid, telegram, facsimile, e-mail or any other reasonable means. Notice shall be deemed to be given if mailed or otherwise sent or delivered to the Director at his or her address, facsimile number or e-mail address as it appears on the records of MdL or if evidence of receipt is received by MdL. Unless otherwise required by the Articles, these Regulations or applicable law, the notice of any meeting need not specify the purpose thereof.

Section 3.8 Waiver of Notice.

The giving of notice shall be deemed to be waived by any Director who shall attend and participate in any meeting other than to object, prior to or at the commencement of such meeting, to the transaction of any business because the meeting is not lawfully called or convened. If not deemed waived pursuant to this **Section 3.8**, the giving of notice may be waived, in writing, by any Director either before or after the meeting.

Section 3.9 Quorum and Voting.

To constitute a quorum at any meeting of the Directors there shall be present at least a majority of the Directors then qualified and acting as such, but if at any meeting of the Directors there shall be present

less than a quorum, a majority of those present may adjourn the meeting from time to time without notice other than announcement at such meeting, until a quorum shall attend. Unless otherwise provided in these Regulations, the act of a majority of the Directors present at any meeting and constituting a quorum shall be the act of the Directors. At all meetings of the Board, each Director shall have one vote. No Director may vote by proxy or absentee ballot.

Section 3.10 Action Without a Meeting.

Any action that may be authorized or taken at a meeting of Directors may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the Directors who would be entitled to notice of a meeting for such purpose, which writing or writings shall be filed with or entered upon the records of MdL.

Section 3.11 Participation in Meetings by Authorized Communications Equipment.

A Director may attend any meeting of the Board by means of any communications equipment (*e.g.*, telephone or other similar communications equipment), provided all persons participating can contemporaneously communicate with each other. Such participation shall constitute presence at such meeting and the minutes of the meeting shall record the name of any Director attending in such manner.

ARTICLE IV
COMMITTEES

Section 4.1 Committees.

The Board shall create an Executive Committee and may establish one or more other committees consisting of not less than three members of the Board and may delegate to such committees any of the authority of the Board. Each committee shall serve at the pleasure of the Board and shall keep regular minutes of its meetings and report its activities to the Board in such manner as the Board may determine. The Board may appoint non-Board members to committees (other than the Executive Committee) where expertise is desired or needed.

Section 4.2 Executive Committee.

The Executive Committee shall consist of the President, Vice President, Secretary and Treasurer and, if at any time desired by the Executive Committee, one other Director selected by the Executive Committee. The Executive Committee shall conduct business of the Board that cannot reasonably be delayed until the next regular meeting of the Board. Meetings of the Executive Committee shall be called as needed and determined by the President. A summary of any Executive Committee meeting shall be presented at the next regular meeting of the Board. Actions of the Executive Committee shall be considered as actions of the full Board unless a majority of the Board votes at the next regular or special meeting to rescind the actions of the Executive Committee.

ARTICLE V
OFFICERS

Section 5.1 Election.

The officers of MdL (the "Officers") to be elected by the Board shall be a President, a Vice President, a Secretary and a Treasurer, and, if desired, such other officers and assistant officers as the Board may from time to time elect. The Officers shall be elected at the Annual Meeting or at any meeting

called for such purpose. All Officers shall also be Directors. Any two or more offices may be held by the same person, but no Officer shall execute, acknowledge, or verify any instrument in more than one capacity if such instrument is required by applicable law, the Articles, or these Regulations to be executed, acknowledged, or verified by two or more Officers.

Section 5.2 Term and Term Limits.

All Officers shall have a two-year term in office. Elected Officers who have served a two-year term in office are eligible for re-election only to one consecutive two-year term in the same office. No individual shall serve in the same office for more than five consecutive years unless approved by a majority of the Directors, excluding the individual in question. An individual who has served in the same office for five consecutive years is eligible to be re-elected to such office after a one-year absence from such office. Each Director's term shall begin on January 1.

Section 5.3 President.

The President shall serve as the chair of the Board, shall preside at all meetings of the Directors and shall perform generally all duties usually incident to such office and such other and further duties as may be from time to time required of the President by the Directors. The President also shall chair the Executive Committee.

Section 5.4 Vice President.

The Vice-President shall perform all the duties of the President at the request of the President or in case of the President's disability or absence and shall perform generally all other duties usually incident to such office and such other and further duties as may be from time to time required of the Vice President by the Directors. If both the President and Vice President are absent or unable to perform their duties, the Directors may appoint a President pro tempore until such time as the President or Vice President can resume their duties.

Section 5.5 Secretary.

The Secretary shall ensure accurate minutes of all transactions and meetings of the members and the Directors are kept and to make a proper record of the same. The Secretary shall ensure that all notices required by applicable law, the Articles or these Regulations are distributed. In addition and without limitation, the Secretary shall perform generally all duties usually incident to such office and such other and further duties as may be from time to time required of the Secretary by the Directors.

Section 5.6 Treasurer.

The Treasurer shall review periodic financial performance reports prepared by management and report on all financial activities to the satisfaction of the Board. In addition and without limitation, the Treasurer shall perform generally all duties usually incident to such office and such other and further duties as may be from time to time required of the Treasurer by the Directors. The Treasurer shall chair the Finance Committee or similar committee, if applicable.

Section 5.7 Vacancies and Removal.

A vacancy in any office will occur upon an Officer's death, resignation or removal. Any Officer may resign by submitting a written resignation to the Board. Any Officer may be removed at any time by

the Board for cause or upon a two-thirds ($\frac{2}{3}$) vote of the Board. Any vacancy among the Officers shall be filled for the unexpired term by the Directors.

Section 5.8 Compensation.

No Officer shall receive compensation for their services to MdL in their capacities as Officers.

ARTICLE VI
ADMINISTRATION OF FUNDS

Section 6.1 Director Authority.

The Directors, except as otherwise provided herein or by applicable law, shall have unlimited discretion in all matters relating to the acquisition, holding, management, control, investment and disposition of the property of MdL, notwithstanding any rule of court or statute now or hereafter in force to the contrary; provided, however, that the fundamental purposes and powers of MdL, and the limitations thereon, as expressed in the Articles, shall not thereby be amended or changed except by proper amendment of the Articles. No Director or any other person acting by the direction of or with the approval of the Directors shall be liable to MdL or to any other person for any loss or damage resulting from any action taken or not taken, except for his or her own gross negligence or willful misconduct. The following enumeration of specific powers of the Directors shall not be deemed a limitation of the generality of the foregoing, except as specifically so provided.

Section 6.2 Contributions.

Gifts, donations and contributions of cash, securities or other property from any source whatever, either outright or in trust, may be made to and accepted by MdL to enable MdL to carry out its purposes set forth in the Articles. MdL may accept devises, bequests, gifts, donations and contributions of property of any kind and may agree to administer the same in accordance with any conditions that the testator or donor may impose, provided that any conditions of any such devises, bequests, gifts, donations and contributions shall be subject to the approval and acceptance of the Directors and shall be consistent with and in furtherance of the purposes and within the powers of MdL.

Section 6.3 Rights of Ownership.

MdL, in the sole discretion of the Board and notwithstanding any rule of court or statute now or hereafter in force to the contrary, may retain and hold property of any kind given to MdL by will, deed, gift or otherwise; may manage, control and exercise all rights of ownership with respect to any funds or property or proceeds of the sale of property coming to MdL from any source; may invest and reinvest the same in such loans, stocks, bonds, securities or other property of any kind as the Board shall from time to time determine; and may compromise, settle and adjust any claims on behalf of or against MdL arising from or by reason of any devises, gifts, contributions or donations of property to MdL, otherwise, on such terms and conditions and at such time or times as the Board may decide.

No person or organization, being or claiming to be a beneficiary of any of the purposes of MdL, shall, as such, have or be given any claim or right of action against MdL by reason thereof; nor shall any person have or be given at any time any authority to bind or commit MdL to make any future advance, gift or contribution, to render any assistance or to take any other action in the future in any manner whatever, excepting only such engagements as shall be, in the sole discretion of the Board, necessary or expedient for the proper fiscal management of the assets of MdL. Any advance, gift or contribution made, assistance rendered or any other action taken in furtherance of the purposes of MdL shall be made

or done solely in the exercise of the discretion of the person or persons duly authorized thereto and when so made or done shall be and remain the voluntary act of MdL.

Section 6.4 Use of Funds.

Subject only to the limitations set forth in applicable law, the Articles or these Regulations, unrestricted fund (money or other property) of MdL, whether income or principal, shall be used or distributed by the Directors as they may determine from time to time including, without limitation, as follows:

- (a) For the payment of all charges and expenses that in their opinion are necessary for the proper care, management and preservation of the property of MdL, including, without limitation, taxes, rental, clerical services, fees of attorneys, accountants and other experts and reasonable compensation to any person or persons whom the Directors may deem it necessary to employ, in order effectively and fully to carry out the purposes of MdL.
- (b) For the furtherance and accomplishment of the purposes for which MdL is formed, as stated and subject to the limitations contained in the Articles.

ARTICLE VII
INDEMNIFICATION AND INSURANCE

Section 7.1 Indemnification.

MdL shall indemnify, to the fullest extent then permitted by law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including, without limitation, any action threatened or instituted by or in the right of MdL (“Proceeding”), by reason of the fact that he or she is or was a Director, Officer or employee of MdL based in the United States, or is or was serving at the request of MdL as a director, trustee, officer or U.S.-based employee of another corporation (domestic or foreign, nonprofit or for profit), partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys’ fees, filing fees, court reporters’ fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such Proceeding; provided, however, that MdL shall indemnify any such person seeking indemnity in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) initiated by such person was authorized by the Board. Such right shall include the right to be paid by MdL expenses, including attorneys’ fees, as they are incurred in defending any such Proceeding, in advance of its final disposition; provided, however, that except as otherwise stated in applicable law, the payment of such expenses in advance of the final disposition of such Proceeding shall be made only upon delivery to MdL of an undertaking, by or on behalf of such person, in which such person agrees to repay the amounts so advanced if and to the extent it should be ultimately determined that such person is not entitled to be indemnified under this **Section 7.1** or otherwise. A person claiming indemnification under this **Section 7.1** shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of MdL and, with respect to any criminal matter, to have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 7.2 Not Exclusive.

The indemnification provided by this **Article VII** shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or these Regulations or any agreement, vote of the members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such position, and shall continue as to a person who has ceased to be a Director, Officer or employee and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 7.3 Insurance.

MdL may purchase and maintain insurance or furnish similar protection, including without limitation, trust funds, letters of credit, or self-insurance, on behalf of any person who is or was a Director, Officer or employee of MdL, or is or was serving at the request of MdL as a director, trustee, officer or employee of another corporation (domestic or foreign, nonprofit or for profit), partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not MdL would have the obligation or the power to indemnify him or her against such liability under the provisions of this **Article VII**. Subject to MdL's conflicts of interest policies, insurance may be purchased from or maintained with a person in whom MdL has a financial interest.

Section 7.4 Venue.

Any action, suit or proceeding to determine a claim for indemnification under this **Article VII** may be maintained by the person claiming such indemnification, or by MdL, in the Court of Common Pleas of Franklin County, Ohio. MdL and (by claiming such indemnification) each such person consent to the exercise of jurisdiction over its or his or her person by the Court of Common Pleas of Franklin County, Ohio in any such action, suit or proceeding.

ARTICLE VIII
EXEMPT STATUS

It is intended that MdL shall have the status of an organization: (a) that is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code and that is other than a private foundation by qualifying as an organization described in Section 509(a) of the Internal Revenue Code; (b) to which contributions are deductible for federal income tax purposes under Section 170(c)(2) of the Internal Revenue Code; and (c) to which bequests and gifts are deductible for federal estate and gift tax purposes so long as such taxes shall apply. These Regulations shall be construed, and all authority and activities of MdL shall be limited, accordingly.

ARTICLE IX
NON-DISCRIMINATION

The services offered by MdL shall be neither rendered or denied on the basis of race, color, religion, national origin, ancestry, sexual orientation, age, disability/handicap (including, without limitation, HIV/AIDS status and physical, mental and developmental disabilities), political affiliation or gender, unless programmatically justifiable. MdL shall not discriminate or otherwise decide any matter regarding employment by MdL or appointment or election to the Board or as an Officer on the basis of race, color, religion, national origin, ancestry, sexual orientation, age, disability/handicap (including,

without limitation, HIV/AIDS status and physical, mental and developmental disabilities), political affiliation or gender, unless programmatically justifiable.

ARTICLE X **AMENDMENTS**

The Articles and these Regulations may be amended or repealed only by action in writing signed by all of the Directors pursuant to **Section 3.10** or by a vote of two-thirds ($\frac{2}{3}$) of the Directors present at a meeting called for such purpose at which there is a quorum of the Board.

ARTICLE XI **MISCELLANEOUS**

Section 11.1 **Voting of Shares.**

Unless otherwise ordered by the Directors, the President in person or by proxy or proxies appointed by him or her shall have full power and authority on behalf of MdL to vote, act and consent with respect to any shares or other securities having voting rights issued by other corporations and which MdL may own.

Section 11.2 **Fiscal Year and Corporate Seal.**

MdL's fiscal year shall be determined by the Directors. MdL shall not have a corporate seal.

Section 11.3 **Articles to Govern and Interpretation.**

In case any provision of these Regulations shall be inconsistent with the Articles, the Articles shall govern. Any reference in these Regulations to a "Section" or an "Article" is a reference to that Section or Article in these Regulations.

Section 11.4 **Conflicts of Interest.**

The Directors shall adopt a Board policy regarding conflicts of interest.

Section 11.1 **Books and Records.**

MdL shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the Directors.

Adopted October 18, 2011.