

ARTICLES OF MERGER  
OF  
BHARTIYA EKTA MANDIR OF ARIZONA, INC.,  
AN ARIZONA NON-PROFIT CORPORATION  
INTO  
INDO AMERICAN CULTURAL AND RELIGIOUS FOUNDATION OF ARIZONA,  
AN ARIZONA NON-PROFIT CORPORATION

The undersigned entities adopt the following Articles of Merger for the purpose of merging BHARTIYA EKTA MANDIR OF ARIZONA, INC., an Arizona non-profit corporation ("**Merging Corporation**"), into INDO AMERICAN CULTURAL AND RELIGIOUS FOUNDATION OF ARIZONA, an Arizona non-profit corporation ("**Surviving Corporation**") (the "**Merger**"). The Merging Corporation and the Surviving Corporation shall hereinafter be referred to collectively as the "**Constituent Corporations**."

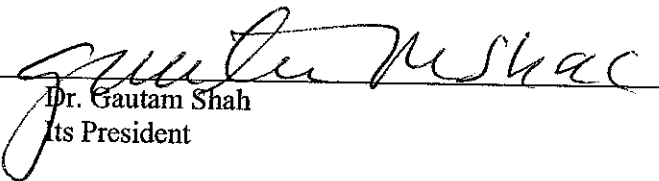
1. The Articles of Incorporation of Merging Corporation were originally filed with the Arizona Corporation Commission on the 16<sup>th</sup> day of October, 2002, in File No. 1047622-2.
2. The Articles of Incorporation of Surviving Corporation were originally filed with the Arizona Corporation Commission on the 21<sup>st</sup> day of November, 1988, in File No. 0209807-2.
3. The Merger shall be effected pursuant to the terms of the Agreement and Plan of Merger, dated the 22nd day of March, 2009 (the "**Plan of Merger**") which is attached hereto as *Exhibit A*, and incorporated herein by this reference. The Plan of Merger is on file at 1400 East Southern Avenue, Suite 1010, Tempe, Arizona, the place of business of the Statutory Agent of the Surviving Corporation, Jay A. Bansal. A copy of the Plan of Merger will be furnished by the Surviving Corporation on request, without cost, to any person who holds an interest in either of the Constituent Corporations.
4. The name and address of the known place of business of the Surviving Corporation is INDO AMERICAN CULTURAL AND RELIGIOUS FOUNDATION OF ARIZONA, P.O. Box 6104, Phoenix, Arizona 85082.
5. The name and address of the Statutory Agent of the Surviving Corporation is JAY A. BANSAL, 1400 East Southern Avenue, Suite 620, Tempe, Arizona, 85282.
6. The Constituent Corporations have approved the Plan of Merger in the manner provided by law. Further, all action required to be taken by the Merging Corporation, an Arizona non-profit corporation, to approve the Merger has been taken pursuant to the law of Arizona. The Merger is permitted by the law of the State of Arizona under whose law the Merging Corporation is formed and the Merging Corporation has complied with that law in effecting the Merger.
7. The Merging Corporation currently has 69 Members entitled to vote. 65 of those Members voted to approve the Merger, which is sufficient for approval of the Merger.

8. The Surviving Corporation currently has 95 Members entitled to vote. 72 of those Members voted to approve the Merger, which is sufficient for approval of the Merger.

9. The Articles of Incorporation of the Surviving Corporation need not be amended.

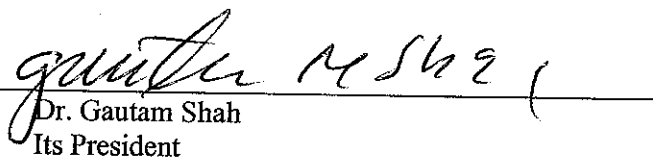
IN WITNESS WHEREOF, the parties to the Merger have caused these Articles of Merger to be executed in their respective names by the undersigned, being duly authorized, as of the 22nd day of March, 2009.

BHARTIYA EKTA MANDIR OF ARIZONA, INC., an  
Arizona non-profit corporation

By   
Dr. Gautam Shah  
Its President

[Merging Corporation]

INDO AMERICAN CULTURAL AND RELIGIOUS  
FOUNDATION OF ARIZONA, an Arizona non-profit  
corporation

By   
Dr. Gautam Shah  
Its President

[Surviving Corporation]

**EXHIBIT A**

**[Agreement and Plan of Merger]**

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "**Agreement**"), dated effective as of the 22nd day of March, 2009, is by and between INDO AMERICAN CULTURAL AND RELIGIOUS FOUNDATION OF ARIZONA, an Arizona non-profit corporation ("**Surviving Corporation**"), and BHARTIYA EKTA MANDIR OF ARIZONA, INC., an Arizona non-profit corporation ("**Merging Corporation**").

### RECITALS:

A. Surviving Corporation is an Arizona non-profit corporation formed on November 21, 1988, upon the filing of Articles of Incorporation with the Arizona Corporation Commission in File No. 0209807-2, for purposes of promoting and practicing the ideals of Hindu and Jain religious faiths through worship, teaching and education.

B. Merging Corporation is an Arizona non-profit corporation formed on October 16, 2002, upon the filing of Articles of Incorporation with the Arizona Corporation Commission in File No. 1047622-2, for purposes of promoting and practicing the ideals of Hindu and Jain religious faiths through worship, teaching and education.

C. Surviving Corporation and Merging Corporation have agreed to merge Merging Corporation with and into Surviving Corporation (the "**Merger**"), which will be the surviving corporation, upon the terms and conditions set forth herein and in accordance with the applicable provisions of the Arizona Revised Statutes ("**Arizona Law**").

D. The respective Members and Directors of Surviving Corporation and Merging Corporation have approved the Merger upon the terms and subject to the conditions set forth in this Agreement.

### AGREEMENT:

Accordingly, in consideration of the mutual promises and agreements set forth herein, and in order to set forth the terms and conditions of the Merger and the mode of carrying the same into effect, the parties hereby agree as follows:

#### 1. THE MERGER.

A. Merger. On the Effective Date (as defined in Section 1.C hereof), and subject to the terms and conditions of this Agreement and Arizona Law, Merging Corporation shall be merged with and into Surviving Corporation in the Merger, the separate corporate existence of Merging Corporation shall thereupon cease, and Surviving Corporation shall be the surviving corporation in the Merger.

B. Surviving Corporation. On the Effective Date, Surviving Corporation shall continue its corporate existence under the laws of the State of Arizona and shall thereupon and

thereafter possess all rights, privileges and powers and all assets of Merging Corporation and shall be subject to all debts, liabilities and duties of Merging Corporation, all as provided under Arizona Law.

C. Effective Date of the Merger. The Merger shall become effective (the "**Effective Date**") upon filing articles of amendment and merger ("**Articles of Amendment and Merger**") with the Arizona Corporation Commission of the State of Arizona (the "**ACC**").

D. Bylaws of the Surviving Corporation. The Amended and Restated Bylaws of the Surviving Corporation, in the form attached hereto as *Exhibit A* and incorporated herein by this reference, shall become effective as the Bylaws of the Surviving Corporation on the Effective Date and shall remain in full force and effect until thereafter amended or repealed as provided therein and under Arizona Law.

E. Directors of the Surviving Corporation. The Directors of the Surviving Corporation shall retain their positions as Directors until their subsequent removal or resignation.

2. **CONVERSION OF MEMBERSHIP INTERESTS.** On the Effective Date, by virtue of the Merger and without any action on the part of Surviving Corporation, Merging Corporation or the holders of any membership interests of the foregoing corporations, each of the membership interests in Merging Corporation and the Surviving Corporation owned by each corporation's respective members immediately prior to the Effective Date shall be converted into membership interests in the Surviving Corporation as set forth on *Exhibit B*, attached hereto and incorporated herein by this reference.

3. **MISCELLANEOUS.**

A. Accounting Matters. Surviving Corporation agrees that, upon the Effective Date, the assets, liabilities, reserves, and accounts of Merging Corporation and Surviving Corporation shall be taken up or continued on the books of Surviving Corporation in the amounts at which such assets, liabilities, reserves, and accounts shall have been carried on the books of Merging Corporation and Surviving Corporation immediately prior to the Effective Date.

B. Expenses of Merger. From and after the Effective Date, Surviving Corporation shall pay all unpaid expenses of negotiating, executing and performing this Agreement and accomplishing the Merger.

C. Further Assurances. If, at any time from and after the Effective Date, Surviving Corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in Surviving Corporation the title to any property or rights of Merging Corporation, the proper officers of Surviving Corporation are hereby authorized, in the name of Merging Corporation or otherwise, to execute and make all such proper assignments and assurances in law, and to do all other things necessary or proper to vest such property or rights in Surviving Corporation and otherwise to carry out the purposes of this Agreement.

D. Approval. This Agreement has been approved by the Board of Directors of Merging Corporation and Surviving Corporation by the requisite vote of each Board of Directors at special meetings of the Board of Directors of Merging Corporation and Surviving Corporation, respectively. This Agreement has also been approved by the members of Merging Corporation and Surviving Corporation by the requisite vote of such members at special meetings of the Merging Corporation and Surviving Corporation, respectively.

E. Amendment. At any time prior to the Effective Date, to the extent permitted by Arizona Law, the parties hereto may amend, modify or supplement any provision of this Agreement by written agreement.

F. Termination. This Agreement may be terminated and the Merger abandoned by the Directors of any of the parties hereto at any time prior to the filing of the Articles of Amendment and Merger with the Arizona Corporation Commission.

G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to agreements made and to be performed entirely within such state.

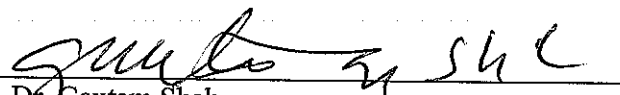
H. Headings. The headings set forth herein are for convenience only and shall not be used in interpreting the text of the section in which they appear.

I. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be considered an original but all of which taken together shall be deemed one (1) original.

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation, pursuant to the approval and authority duly given by their Members, have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

BHARTIYA EKTA MANDIR OF ARIZONA, INC., an  
Arizona non-profit corporation


BY

  
Dr. Gautam Shah  
Its President

[Merging Corporation]

INDO AMERICAN CULTURAL AND RELIGIOUS  
FOUNDATION OF ARIZONA, an Arizona non-profit  
corporation

BY

  
Dr. Gautam Shah  
Its President

[Surviving Corporation]

**EXHIBIT A**

**[Amended and Restated Bylaws of Surviving Corporation]**



**AMENDED AND RESTATED BYLAWS  
OF  
INDO AMERICAN CULTURAL AND RELIGIOUS  
FOUNDATION OF ARIZONA, INC.**

These Amended and Restated Bylaws of Indo American Cultural and Religious Foundation of Arizona, Inc. (the "**Bylaws**") are adopted effective as of the 22nd day of March, 2009, by the Members of the Indo American Cultural and Religious Foundation of Arizona, Inc. (the "**Foundation**"). These Bylaws replace and supersede in their entirety those certain Bylaws of the Foundation dated November 11, 1988.

**ARTICLE 1  
GENERAL PROVISIONS**

**1.1 PURPOSES.** The purposes for which the Foundation is formed shall be the transaction of any and all lawful business for which non-profit corporations may be incorporated under the laws of the State of Arizona as they may be amended from time to time. The business of the Foundation may include:

- A. Building, maintaining and operating a religious and cultural community center;
- B. Fostering friendship and trust among persons of Indian decent, Indian immigrants and the local community;
- C. Promoting projects designed to improve culture, education, religious and literary efforts among Members;
- D. Encouraging and motivating other persons in Arizona to participate in such cultural, educational, religious and literary efforts;
- E. Promoting social welfare by eliminating prejudice and discrimination;
- F. Enhancing intercultural relationships by coordinating and eliciting information and input from intercultural, non-profits organizations in Arizona;
- G. Preserving Indian culture and enhancing the lifestyle of the Indian American Community in Arizona by facilitating and providing appropriate programs and a suitable campus for youth, adults and senior citizens; and
- H. Providing humanitarian and social services to the local community as well as for special situations such as natural calamities.

**1.2 PRINCIPAL OFFICE.** The principal office of the Foundation shall be located at the known place of business of the Foundation designated in the Articles of Incorporation (the "Articles") or such other place as may be designated from time to time pursuant to Arizona law. Meetings of those individuals or entities who are or become members of the Foundation (the "Members"), the board of directors of the Foundation (individually a "Director" and collectively the "Board of Directors" or "Board") and the board of trustees (individually a "Trustee" and collectively the "Board of Trustees") may be held at the principal office of the Foundation or at such other place as may be designated by the Board of Directors.

**1.3 ACCUMULATION OF INCOME.** The Foundation shall not unreasonably accumulate income within the meaning of Section 504 of the Internal Revenue Code as amended from time to time (the "Code").

**1.4 DISTRIBUTION OF EARNINGS.** No funds or property received by the Foundation from any source shall be used to the benefit of or be distributed to any of its Members, Directors, officers or other private persons, except that the Foundation may pay reasonable compensation for services rendered by individuals or entities and make payments and distributions in furtherance of purposes set forth herein.

**1.5 DISTRIBUTION OF ASSETS ON DISSOLUTION.** Upon dissolution of the Foundation as determined by the Board of Directors, the Board shall distribute its remaining assets, if any, to one (1) or more organizations chartered and operated exclusively for religious, cultural, charitable or educational purposes within the meaning of Section 501(c)(3) of the Code. Any such assets not so distributed, shall be distributed by court of competent jurisdiction to another organization which, in the judgment of the court, shall best accomplish the purposes that are consistent with the purposes for which the Foundation was formed.

**1.6 SPECIAL RESTRICTIONS.** Only vegetarian food products (no meat, fish or poultry products) and non-alcoholic beverages shall be allowed at the Ekta Mandir temple premises. Smoking shall be strictly prohibited on the premises of the Ekta Mandir temple.

**1.7 CONFLICTING PROVISIONS.** In the case of any conflict between the Articles and these Bylaws, the Articles shall control.

**1.8 AMENDMENT.** These Bylaws may only be amended by a vote of three-fourths (3/4) of the Members entitled to vote at a meeting. Any amendment adopted by the Members pursuant to this Section 1.8 shall be signed by the President or Vice-President of the Foundation. Any such amendment shall certify that the amendment has been approved as required by this Section 1.8.

**1.9 NOTICES.** All notices, demands, statements or other communications required to be given or served under these Bylaws shall be in writing and shall be deemed to have been duly given and served if delivered personally or sent by United States mail, postage prepaid, (A) if to a Member, at the address which the Member shall designate in writing and file with the Secretary of the Foundation, or (B) if to the Foundation or the Board of Directors, at the

principal office of the Foundation or at such other address as shall be designated by notice in writing to the Members pursuant to this Section 1.9. A notice given by mail shall be deemed to have been received by the person to whom the notice was addressed on the earlier of the date the notice is actually received or three (3) days after the notice is mailed. If a membership in the Foundation is owned by more than one (1) person, notice to one (1) of the owners shall constitute notice to all owners of the same membership. Each Member shall file such Member's correct mailing address with the Foundation and shall promptly notify the Foundation in writing of any subsequent change of address. Any notice given pursuant to this Section 1.9 must also be delivered to the Secretary of the Foundation.

## **ARTICLE 2 MEMBERSHIP**

**2.1 MEMBERSHIP LEVELS.** The Foundation shall have nine (9) levels of membership. The membership levels are set forth in *Exhibit A*, attached hereto and incorporated herein by this reference, and may be amended by the Board of Trustees from time to time. Each Member's membership level shall be determined on the basis of the amount of such Member's monetary contribution to the Foundation.

**2.2 MEMBERSHIP APPLICATION.** Any person who wishes to support the purposes of the Foundation as stated in Section 1.1 may become a Member of the Foundation. Prospective members shall apply to the Board of Directors by submission of a completed membership form together with full payment of the membership dues applicable to the type of membership level sought. The Board of Directors shall review the application and the affirmative vote of a majority of the Directors present at a meeting at which a quorum has been established shall be required for the approval of a membership application.

**2.3 MEMBERSHIP RIGHTS.** Each membership shall be a family membership including spouses and all unmarried children twenty-one (21) years of age and younger. Family members under a single membership shall be treated as a single Member for purposes of notice and voting.

**2.4 RESIGNATION.** A Member may resign at any time by filing a written resignation with the Secretary of the Foundation. A resignation pursuant to this Section 2.4 shall not relieve such Member of the obligation to pay any dues, assessments or other charges accrued and unpaid at the time of such resignation.

**2.5 TERMINATION.** The Board of Directors, by the affirmative vote of two-thirds (2/3) of the Directors present at a meeting at which a quorum has been established, may suspend or terminate a Member for cause after an appropriate hearing. The determination of cause for suspending or terminating a Member shall be at the sole and absolute discretion of the Board of Directors. The Board of Directors, by the affirmative vote of two-thirds (2/3) of the Directors present at a meeting at which a quorum has been established, may reinstate a former Member if the Board deems reinstatement appropriate in its sole and absolute discretion.

**2.6 NO RETURN OF DUES.** In no event will the Foundation refund dues paid by a Member regardless of a Member's resignation or termination pursuant to Sections 2.4 and 2.5.

**2.7 ANNUAL MEETING.** An annual meeting of the Members shall be held between February 15 and April 15 of each calendar year. The date, time and place of each annual meeting of the Members shall be determined by the Board of Directors.

**2.8 SPECIAL MEETINGS.** Special meetings of the Members may be called at any time by the President, by a majority of the Board of Directors, or by Members holding at least ten percent (10%) of the votes in the Foundation.

**2.9 NOTICE OF MEETINGS.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of each notice, postage prepaid, no fewer than thirty (30) nor more than sixty (60) days before such meeting to each Member entitled to vote at the meeting addressed to the Member's address last appearing on the books of the Foundation or supplied by such Member to the Foundation for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, a description of the purpose or purposes for which the meeting is called, and any proposal to remove a Director or officer. All such meetings shall be held in the State of Arizona. When a meeting is adjourned to another date, time or place, a notice of the new date, time or place is not required if the new date, time or place is announced at the meeting before adjournment. At the adjourned meeting, the Foundation may transact any business which might have been transacted at the original meeting. If a new record date for the adjourned meeting is or must be fixed pursuant to Section 2.13, the Foundation shall give notice of the adjourned meeting pursuant to this Section 2.9 to persons who are Members as of the new record date. A Member's attendance at a meeting waives objection to the lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting and transacting business at the meeting. In addition, a Member's attendance at a meeting waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter at the time it is presented.

**2.10 VOTE ALLOCATION.** The owner or owners of each outstanding membership shall be entitled to one (1) vote per membership.

**2.11 QUORUM.** Except as otherwise provided in the Articles or these Bylaws, the presence in person of Members entitled to cast five percent (5%) or more of the total authorized votes in the Foundation shall constitute a quorum at all meetings of the Members. If a quorum shall not be present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time until a quorum shall be present.

**2.12 MULTIPLE OWNERS.** If only one (1) of the multiple owners of a membership is present at a meeting of the Foundation, such owner is entitled to cast the vote allocated to that membership. If more than one (1) of the multiple owners are present, the vote allocated to such membership may be cast only in accordance with the agreement of a majority in interest of the

multiple owners. There is majority agreement if any one (1) of the multiple owners casts the vote allocated to such membership without protest being made promptly to the person presiding over the meeting by any of the other owners of that membership.

**2.13 RECORD DATE.** For any meeting of the Members, the record date for determining the Members entitled to vote at a meeting shall be thirty (30) days prior to the date of the meeting. All Members entitled to vote at a meeting shall be entitled to notice thereof.

A determination of Members entitled to notice of, or to vote at, a Member meeting is effective for any adjournment of the meeting, except that a new date for determining the right to notice and the right to vote shall be set if the meeting is adjourned to a date that is more than one hundred twenty (120) days after the record date for determining Members entitled to notice of the original meeting.

Members entitled to vote at the close of business on the thirtieth (30<sup>th</sup>) day before the date any other Member rights are to be exercised are entitled to exercise those rights.

**2.14 ORGANIZATION AND CONDUCT OF MEETING.** All Members attending a meeting of the Members shall register with the Secretary (or such person or persons as may be designated by the Secretary) prior to commencement of the meeting, and all proxies must be filed with the Secretary (or such person or persons as may be designated by the Secretary) prior to commencement of the meeting. After the meeting is called to order by the chair of the meeting, no further proxies or changes, substitutions or revocation of proxies will be accepted. All meetings of the Members will be called to order and chaired by the President of the Foundation, or if there is no President or if the President is absent or so requests, then by the Vice President. If both the President and Vice President are not present at the meeting, any other officer of the Foundation or such Member of the Foundation as is appointed by the Board of Directors may call the meeting to order and chair the meeting. The chair of the meeting may appoint any person (whether or not a Member of the Foundation) to act as Recording Secretary. The chair of the meeting shall have the authority to determine the order of business to be conducted at the meeting and to establish reasonable rules for expediting the business of the meeting.

**2.15 VOTING REQUIREMENTS.** Unless otherwise provided in the Articles or Bylaws, if a quorum is present at a meeting of the Members, the affirmative vote of a majority of the votes represented and voting is the act of the Members.

**2.16 TRANSFER OF MEMBERSHIPS.** Memberships in the Foundation may not be transferred. Notwithstanding the foregoing, any Member who has donated One Hundred Thousand and No/100 Dollars (\$100,000.00) or more to the Foundation may transfer its membership one (1) time by bequest.

**2.17 LIMITATION OF LIABILITY.** Each Member's liability for the debts and obligations of the Foundation shall be limited as set forth in Title 10 of the Arizona Revised Statutes (the "Arizona Nonprofit Corporation Act") and other applicable law.

**2.18 LIST OF MEMBERS.** A list of the names of all Members shall be maintained at the principal office of the Foundation. The Secretary of the Foundation shall amend membership list from time to time to reflect any change in the Members of the Foundation. Upon written request of any Member, the Secretary of the Foundation shall provide the requesting Member a list showing the names, last known addresses and membership level of all Members of the Foundation.

**2.19 APPROVAL OF MAJOR DECISIONS.** The Board of Trustees shall have the right, by the affirmative vote of a majority of the Trustees, to approve the Major Decisions described in Section 3.12.

**2.20 INDEMNITY OF THE MEMBERS.** The Members shall be indemnified by the Foundation to the fullest extent permitted by Arizona law for actions taken in good faith within the scope of these Bylaws.

**2.21 DISTRIBUTIONS.** No distributions of Foundation assets shall be made to the Members.

### **ARTICLE 3 BOARD OF DIRECTORS**

**3.1 NUMBER.** The affairs of this Foundation shall be managed by a Board of Directors. The Board of Directors shall consist of thirty-five (35) Directors, all of whom must be Members.

#### **3.2 NOMINATION AND ELECTION.**

A. **Elected Directors.** The Members shall elect no more than twenty-two (22) Directors from the Life Members (the "**Elected Directors**") at the annual meeting of the Members. The qualifications to serve as an Elected Director shall be established by the Board of Trustees. Each Elected Director shall serve a term of two (2) years with no more than eleven (11) of the Elected Directors being elected in even-numbered years and no more than eleven (11) being elected in odd-numbered years. In the initial year, certain Elected Directors may be elected to serve for only one (1) year if necessary to ensure that the proper number of Elected Directors will be up for election in the proper year.

B. **Donor Directors.** The Board of Trustees shall elect no more than thirteen (13) Directors from the Board of Trustees ("**Donor Directors**") at the meeting of the Board of Trustees which most closely follows the annual meeting of the Members. Each Donor Director shall serve for a term of two (2) years, with seven (7) of the Donor Directors being elected in even-numbered years and six (6) being elected in odd-numbered years. In the initial year, certain Donor Directors may be elected to serve for only one (1) year if necessary to ensure that the proper number of Donor Directors will be up for election in the proper year.

C. **Nominations.** The Board of Directors shall establish the manner in which the Members may nominate Life Members for election to the Board of Directors and the manner in which the Board of Trustees may nominate Trustees for election to the Board of Directors.

**3.3 TERM OF OFFICE.** Despite the expiration of a Director's term, a Director shall continue to hold office until the Director's successor is elected, designated or appointed and qualified, until the Director's resignation or removal or until there is a decrease in the number of Directors. No Member may be a member of the Board of Directors for more than three (3) full two (2) year terms, unless such Member is an officer periodically moving upwards in officer status. The determination of whether a Member shall be permitted to remain on the Board of Directors for more than three (3) full two (2) year terms shall be made at the sole discretion of the Board of Trustees. After one (1) year in which a Member has not served as a Director, such Member is free to again be a member of the Board of Directors.

**3.4 RESIGNATION OF DIRECTORS.** A Director may resign at any time by delivering written notice to the Secretary or Joint Secretary of the Foundation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date or event. If a resignation is made effective at a later date, the pending vacancy may be filled before the effective date if the Board provides that the successor does not take office until the effective date. In the event an Elected Director resigns, the vacancy must be filled by the Members from the Life Members. In the event a Donor Director resigns, the vacancy must be filled by the Board of Trustees from the Board of Trustees. Any person elected to fill a vacancy shall serve for the remainder of the resigning Director's term.

**3.5 REMOVAL.** At any regular or special meeting of the Board of Trustees any one (1) or more Directors may be removed from the Board of Directors, with or without cause, by the Board of Trustees. A successor shall then be elected to fill the vacancy thereby created. In the event an Elected Director is removed, the vacancy must be filled by the Members from the Life Members. In the event a Donor Director is removed, the vacancy must be filled by the Board of Trustees from the Board of Trustees. Any person elected to fill a vacancy shall serve for the remainder of the removed Director's term.

**3.6 COMPENSATION.** No Director shall receive compensation for any service such Director may render to the Association which is within such persons' duties as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of such Director's duties.

**3.7 ACTION TAKEN WITHOUT A MEETING.** The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of more than fifty percent (50%) of the Directors. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors. Any action taken by the Board of Directors pursuant to this Section 3.7 shall be effective when the last Director signs the consent, unless the consent specifies a different effective date.

**3.8 MEETINGS.** If the time and place of a meeting of the Board of Directors is fixed by the Board, the meeting is a regular meeting. All other meetings of the Board of Directors are special meetings. Regular meetings of the Board may be held without notice to the Directors of the date, time, place or purpose of the meeting. Regular meetings shall be held at least once every three (3) months.

Special meetings of the Board of Directors may be called by the President or a majority of the Board on two (2) business days notice to each Director, given in writing, by hand delivery, mail, facsimile, or electronic mail which notice shall state the date, time and place of the meeting.

A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting unless the Director at the beginning of the meeting or promptly on the Director's arrival at the meeting objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. A Director may participate in a regular or special meeting of the Board of Directors through the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting, and a Director participating in a meeting by such means is deemed to be present in person at the meeting.

**3.9 QUORUM AND VOTING.** More than thirty percent (30%) of the Directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business. If a quorum is present when a vote is taken, the affirmative vote of more than fifty percent (50%) of the Directors present is the act of the Board of Directors unless the Articles or Bylaws require the vote of a greater number of Directors. A Director who is present at a meeting of the Board when corporate action is taken is deemed to have assented to the action taken unless either: (A) the Director objects at the beginning of the meeting or promptly on the Director's arrival to holding it or transacting business at the meeting; (B) the Director's dissent or abstention from the action taken is entered in the minutes of the meeting; or (C) the Director delivers written notice of the Director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Foundation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken. A Director participating in a meeting telephonically shall be considered for all purposes as though they were physically present at the meeting.

In the event the Board of Directors is unable to obtain an affirmative vote of a majority of Directors on any proposed act, the Board of Directors may (upon the affirmative vote of a majority of the Directors present) agree to submit the proposed act to a vote of the Members. In the event the Board submits a proposed act to a vote of the Members, the voting requirements of Article 2 of these Bylaws shall apply.

**3.10 POWERS AND DUTIES.** The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Foundation and may exercise all corporate powers of the Foundation, subject to any limitations set forth in the Articles or these Bylaws. The duties of the Board of Directors shall include, without limitation, the power to:



- A. Open bank accounts on behalf of the Foundation and designate the signatories thereon;
- B. In the exercise of its discretion, enforce by legal means the provisions of the Articles and these Bylaws;
- C. Exercise for the Foundation all powers, duties and authority vested in or delegated to the Foundation and not reserved to the Members by the Articles or these Bylaws;
- D. Employ, hire and dismiss such employees as they deem necessary , including independent contractors, and to prescribe their duties and their compensation;
- E. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by any Member entitled to vote;
- F. Supervise all officers, agents and employees of the Foundation, including independent contractors, and see that their duties are properly performed;
- G. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- H. To approve annual budgets as recommended by the President;
- I. To borrow money and incur indebtedness for the purposes of the Foundation and to execute instruments of hypothecation of assets;
- J. To authorize the President or any other officer to sign any deeds, encumbrances, bonds, contracts or other instruments on behalf of the Foundation;
- K. To maintain and update at least annually an alphabetically arranged list of all Members and their addresses on file at the principal office;
- L. To make a report to the Members at the annual meeting about the financial and operational status of the Foundation; and
- M. To establish such standing or special committees as the Board deems beneficial to the operation of the Foundation and to designate a chairperson for each such committee which must be a Director.

**3.11 CONFLICTS OF INTEREST.** If any contract, decision or other action for compensation taken by or on behalf of the Board of Directors would benefit any member of the Board of Directors or any person who is a parent, grandparent, spouse, child or sibling of a member of the Board of Directors or a parent or spouse of any of those persons, that member of

the Board of Directors shall declare a conflict of interest for that issue. The Director shall declare the conflict in an open meeting of the Board of Directors before the Board discusses or takes action on that issue and that Director may not vote on that issue. Any contract entered into in violation of this Section 3.11 is void and unenforceable.

**3.12 MAJOR DECISIONS RESERVED TO BOARD OF TRUSTEES.** The following are Major Decisions which, in addition to approval by the Board of Directors, shall require the approval of the Board of Trustees pursuant to Section 5.4:

A. **Acquisition, Financing or Sale of Property.** All decisions regarding the acquisition, financing, refinancing or sale of property.

B. **Dissolution.** The decision to dissolve the Foundation.

C. **Policies.** Any other decision by which the Members wish to create a policy or determination, whether or not required of them hereunder.

D. **Expenditures Requiring Board Approval.** The decision to change the level of expenditures requiring approval from the Board of Directors pursuant to Section 3.13.

E. **Large Expenditures.** The decision to make an expenditure of One Hundred Thousand and No/100 Dollars (\$100,000.00) or more.

**3.13 APPROVAL OF LARGE EXPENDITURES.** Any expenditure greater than Twenty-Five Thousand and No/100 Dollars (\$25,000.00), or such other amount as the Board of Trustees may determine pursuant to Section 3.12.D, must be approved by one-third (1/3) of the Board of Directors.

#### **ARTICLE 4 OFFICERS AND THEIR DUTIES**

**4.1 ENUMERATION OF OFFICERS.** The officers of the Foundation shall be the President, the Vice President, the Joint Vice President, the Secretary, the Joint Secretary, the Treasurer, the Joint Treasurer, the Public Relations Secretary and the Joint Public Relations Secretary. The Board of Directors may create such other offices as the affairs of the Foundation may require. All officers shall be elected by the Board of Directors. All officers must be members of the Board of Directors.

**4.2 ELECTION OF OFFICERS.** The election of officers shall take place at the first (1<sup>st</sup>) meeting of the Board of Directors following each annual meeting of the Members.

**4.3 TERM.** The officers of the Foundation shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless such officer shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

**4.4 RESIGNATION AND REMOVAL.** Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**4.5 VACANCIES.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**4.6 MULTIPLE OFFICES.** No two (2) offices may be held by the same person.

**4.7 POWERS AND DUTIES.** The powers and duties of the officers shall be as follows:

A. **President.** The President shall be the principal executive officer of the Foundation, and subject to the consent of the Executive Committee, shall in general supervise and control the operational affairs of the Foundation. The President shall preside at all meetings of the Executive Committee and shall be appointed as a member of the Board of Trustees. The President may sign any deeds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board or the Bylaws to some other officer or agent of the Foundation. In general, the President shall perform all duties incident to the office of the President, including presenting annual budget for approval of the Board of Directors. The President shall also act as chairperson of the Board of Directors. The President shall appoint the chairpersons of the standing committees. The President shall be the registered statutory agent of the Foundation.

B. **Vice-President.** In the absence of the President, the Vice-President shall preside over all the regular and special meetings of the Executive Committee, and shall perform all duties incident to the office of the President.

C. **Joint Vice-President.** The Joint Vice-President shall perform duties delegated to the Joint Vice-President by the Vice-President and/or the Board of Directors.

D. **Secretary.** The Secretary shall record and keep the minutes of all the meetings of the Executive Committee, the Board of Directors and the meetings of the Members in files provided for that purpose. The Secretary shall attend to the giving and receiving of all notices of the Foundation and such other books and papers as the Board of Directors may direct. Such notices and minutes shall be open for examination to any Member upon application at the principal office of the Foundation. Minutes of all the meetings of the Executive Committee shall be distributed to its members and to the Board of Directors upon request. The distribution can occur either in the form of paper copy or an electronic version of the hard copy.

E. **Joint Secretary.** The Joint Secretary shall perform duties delegated to the Joint Secretary by the Secretary and/or the Board of Directors.

F. **Treasurer.** The Treasurer shall have custody and keep account of all money, funds and property of the Foundation, unless otherwise determined by the Board of Directors. The Treasurer shall render such accounts and present such statements to the Board of Directors, the President and the Executive Committee as may be required of the Treasurer. The statements of the accounts shall be presented to the members of the Executive Committee at least once every three (3) months. The Treasurer shall deposit all funds of the Foundation received by the Treasurer in such banks as directed by the President with the consent of the Executive Committee. The Treasurer shall keep the bank accounts in the name of the Foundation, and shall make available for viewing the books and accounts within reasonable times to any member upon application at the principal office of the Foundation. The Treasurer shall pay out the money as the purposes may require upon the order of the properly constituted officers of the Foundation, taking proper vouchers thereof. The President, with the consent of the Board of Directors, shall have power by resolution to delegate any of the duties of the Treasurer to other officers and may require all bills, notes, checks, vouchers, orders or other instruments to be countersigned.

G. **Joint Treasurer.** The Joint Treasurer shall assist the Treasurer and carry out duties as delegated by the Treasurer and/or the Board of Directors.

## **ARTICLE 5 BOARD OF TRUSTEES**

**5.1 COMPOSITION.** The Board of Trustees shall be comprised of all Members that have donated Twenty-Five Thousand and No/100 Dollars (\$25,000.00) or more to the Foundation. All such Members shall be elected to the Board of Trustees for life (each a "Trustee" and collectively the "Trustees" or the "Board of Trustees").

**5.2 CHAIRPERSON.** A chairperson (the "Chairperson") and a vice-chairperson (the "Vice-Chairperson") shall be nominated and elected from among the Trustees. The terms of the Chairperson and the Vice-Chairperson shall be two (2) years and no Trustee shall serve more than two (2) consecutive terms as the Chairperson or Vice-Chairperson.

**5.3 MEETINGS.** Regular meetings of the Board of Trustees may be held without notice to the Trustees of the date, time, place or purpose of the meeting. Regular meetings shall be held at least once per calendar year.

Special meetings of the Board of Trustees may be called by the Chairperson, Vice-Chairperson or ten percent (10%) of the Board of Trustees on two (2) business days notice to each Trustee, given in writing, by hand delivery, mail or facsimile, which notice shall state the date, time, place and purpose of the meeting.

Meetings of the Board of Trustees shall be held pursuant to rules adopted by the Board of Trustees, and in the absence of such rules, according to Robert's Rules of Order.

A Trustee's attendance at or participation in a meeting waives any required notice to the Trustee of the meeting unless the Trustee, at the beginning of the meeting or promptly on the Trustee's arrival at the meeting, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. A Trustee may participate in a regular or special meeting of the Board of Trustees through the use of any means of communication by which all Trustees participating may simultaneously hear each other during the meeting, and a Trustee participating in a meeting by such means is deemed to be present in person at the meeting.

**5.4 QUORUM AND VOTING.** The lesser of twenty percent (20%) of the Trustees or ten (10) Trustees shall constitute a quorum for the transaction of business. If a quorum is present when a vote is taken, the affirmative vote of more than fifty percent (50%) of the Trustees present is the act of the Board of Trustees unless otherwise specified herein.

**5.5 POWERS AND DUTIES.** The long-term vision, direction and well-being of the Foundation shall be vested in the Board of Trustees. All rights, powers, and duties relative to providing advisement and direction to the Foundation are vested in the Board of Trustees. The Board of Trustees has a duty to exercise reasonable care and prudence in providing such advisement and direction.

The Board of Trustees shall have the following specific powers and duties:

A. To accept, at its discretion, all gifts, bequests and donations, in cash or in kind of values of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) or more, provided that any such gifts, bequests or donations are unrestricted. In the case of restricted gifts, the Board of Trustees may reject the gift(s) if such restrictions are not in the best interest of the Foundation. Further, the wishes of any donor regarding the use of their donations shall, at the discretion of the Board of Trustees, be accepted and honored, to the extent possible as long as such wish does not conflict with the purposes of the Foundation.

B. To approve or disapprove capital construction projects, the purchase, sale or lease of real property or equipment and expenditures of One Hundred Thousand and No/100 Dollars (\$100,000.00).

C. To distribute the remaining assets of the Foundation, if any, to one or more similar organizations chartered and operated exclusively for religious, cultural, charitable or educational purposes upon dissolution of the Foundation as determined by the Board of Directors.

D. To create new membership levels other than those outlined in *Exhibit A*. The Board of Trustees may also change the membership dues of the existing membership levels.

E. To appoint an ad-hoc committee in consultation with the Board of Directors to handle, on a case-by-case basis, any serious matter concerning the Foundation.

F. To appoint an ad-hoc committee in consultation with the Board of Directors to handle, on a case-by-case basis, any serious grievance against an officer or Member. The committee must investigate the matter and make a recommendation for action to the Board of Trustees. Any punitive action against an officer or Member must be approved by sixty-seven percent (67%) of the Trustees present at a meeting of the Board of Trustees at which a quorum has been established.

G. Review Foundation records once each year.

H. Take any action needed to oversee, audit or review the actions of the Treasurer or Joint Treasurer and the storage of records.

I. Remove members of the Board of Directors.

## **ARTICLE 6 BOOKS AND RECORDS**

**6.1 DESIGNATION OF FISCAL YEAR.** The fiscal year of the Foundation shall begin on the 1<sup>st</sup> day of January and end of the 31<sup>st</sup> day of December of every year.

**6.2 FINANCIAL STATEMENTS.** The Foundation shall maintain accounting and financial records in accordance with generally accepted cash basis accounting practices consistently applied. An annual report consisting of at least the following shall be made available to all Members within sixty (60) days after the close of each fiscal year: (A) balance sheet; (B) operating (income) statement; and (C) statement of changes in financial position for the fiscal year.

**6.3 EXAMINATION.** All financial and other records of the Foundation shall be made reasonably available for examination by any Member or any person designated by the Member in writing to the Foundation as the Member's representative, during normal business hours when requested in writing. The Foundation shall have the right to charge for copying expenses and the reasonable cost of postage, shipping or transmission of the information requested. Books and records kept by or on behalf of the Foundation and the Board may be withheld from disclosure to the extent that the portion withheld relates to any of the following:

A. Privileged communication between an attorney for the Foundation and the Foundation;

B. Pending or contemplated litigation;

C. Meeting minutes or other records of a session of a Board meeting that is not required to be open to all Members;

D. Personal, health and financial records of an individual Member of the Foundation, an individual employee of the Foundation or an individual employee of a contractor for the Foundation;

E. Records relating to the job performance of, compensation of, health records of or specific complaints against an individual employee of the Foundation or an individual employee of a contractor of the Foundation who works under the direction of the Foundation; or

F. When disclosure would violate any state or federal law.

## **ARTICLE 7 MISCELLANEOUS**

**7.1 WAIVERS.** The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of these Bylaws shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

**7.2 RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies provided by these Bylaws are cumulative and the use of any one right or remedy by any part shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**7.3 HEIRS, SUCCESSOR AND ASSIGNS.** Each and all of the covenants, terms, provisions and agreements herein continued shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by these Bylaws, their respective heirs, legal representatives, successors and assigns.

**7.4 CREDITORS.** None of the provisions of these Bylaws shall be for the benefit of or enforceable by any creditors of the Foundation.

**7.5 SEVERABILITY.** Every provision of these Bylaws is intended to be severable. If any portion of these Bylaws is determined to be illegal or invalid for any reason, such determination shall not affect the validity or legality of the remainder of these Bylaws.

**7.6 GOVERNING LAW.** These Bylaws will be governed by and construed according to the laws of the State of Arizona.

**7.7 COMPUTATION OF TIME.** In computing any period of time pursuant to these Bylaws, the day of the act, date of notice, event or default from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday in the State of Arizona, in which event

the period shall run until the end of the next day which is not a Saturday, Sunday or such legal holiday.

**7.8 AMENDMENT.** These Bylaws may be amended only with the approval of the Members pursuant to Section 1.8.

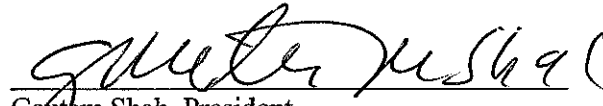
**7.9 MEDIATION EXPENSES.** In any controversy, claim or dispute arising out of, or relating to, these Bylaws or the method and manner of performance thereof or the breach thereof, the prevailing party may be entitled to and awarded, in addition to any other relief, a reasonable sum as mediation expenses. If neither party wholly prevails, the party that substantially prevails shall be awarded a reasonable sum as mediation expenses. In determining what is a reasonable sum for mediation expenses, attorneys' fees may be included and the actual amount of attorneys' fees the party is obligated to pay its attorney or attorneys shall be presumed to be reasonable. For the purposes of this provision the term "**proceeding**" shall include mediation, administrative, bankruptcy and judicial proceedings, including appeals therefrom.

**7.10 MEDIATION.** In the event the Members, Board of Trustees or Board of Directors are deadlocked on any issue, and/or if there are any differences, disputes or controversies arising out of or in connection with these Bylaws, or in connection with the operation of the Foundation, the parties involved in the deadlock or dispute shall negotiate in good faith in an attempt to resolve the same. If the Parties do not resolve the deadlock or dispute through negotiation, the parties shall have thirty (30) days within which to submit the deadlock or dispute to mediation under the auspices of an independent mediation service designated by the Board of Trustees.

**7.11 ENTIRE AGREEMENT.** These Bylaws and the documents referenced herein contain the entire understanding between the Members, and supersedes any prior understandings and agreements between them representing the subject matter contained herein.

[Signature on Following Page]

In witness whereof, the President of the Foundation has hereunto set his hand effective as of the 22nd day of March, 2009.

  
Gautam Shah, President



**CERTIFICATION**

I hereby certify that I am the duly elected Secretary of Indo American Cultural and Religious Foundation of Arizona, Inc. and that the foregoing Amended and Restated Bylaws were duly adopted by the Members of the Foundation effective on the 22nd day of March, 2009.

  
\_\_\_\_\_  
Vishnu Khemka, Secretary

## EXHIBIT A

### [Membership Levels]

Each Member's membership level shall be determined according to the contribution made by the Member to the Foundation as follows:

#### Donor Trustees:

<u>Membership Category</u>	<u>Contribution Amount</u>
Grand Benefactor Trustee	\$200,000.00 +
Benefactor Trustee	\$100,000.00 - \$199,999.99
Diamond Donor Trustee	\$50,000.00 - \$99,999.99
Platinum Donor Trustee	\$25,000.00 - \$49,999.99
Gold Donor Trustee	Less than \$25,000.00

#### Life Members:

<u>Membership Category</u>	<u>Contribution Amount</u>
Grand Life Member	\$15,000.00 - \$24,999.99
VIP Life Member	\$10,000.00 - \$14,999.99
Platinum Life Member	\$5,000.00 - \$9,999.99
Gold Life Member	\$2,000.000 - \$4,999.99

Notwithstanding the foregoing, any individual, family or entity which was a Member or Trustee as of the 22nd day of March, 2009, shall continue to maintain its position as a Member or Trustee unless such status is revoked pursuant to the terms of the Bylaws.

## EXHIBIT B

### [Membership Levels in Surviving Corporation]

The membership held by each Member of Merging Corporation shall, on the Effective Date, automatically and with no further action required by any Member, be converted into a membership in Surviving Corporation. Each Member's membership level shall be determined according to the contribution originally made to Merging Corporation as follows:

#### Donor Trustees:

<u>Membership Category</u>	<u>Contribution Amount</u>
Grand Benefactor Trustee	\$200,000.00 +
Benefactor Trustee	\$100,000.00 - \$199,999.99
Diamond Donor Trustee	\$50,000.00 - \$99,999.99
Platinum Donor Trustee	\$25,000.00 - \$49,999.99
Gold Donor Trustee	Less than \$25,000.00

#### Life Members:

<u>Membership Category</u>	<u>Contribution Amount</u>
Grand Life Member	\$15,000.00 - \$24,999.99
VIP Life Member	\$10,000.00 - \$14,999.99
Platinum Life Member	\$5,000.00 - \$9,999.99
Gold Life Member	\$2,000.000 - \$4,999.99

Notwithstanding the foregoing, any individual, family or entity which was a Member or Trustee as of the 22nd day of March, 2009, shall continue to maintain its position as a Member or Trustee unless such status is revoked pursuant to the terms of the Bylaws.