

BYLAWS

OF

SPRINGS MOUNTAIN SANGHA

(A Colorado Nonprofit Corporation)

Effective as of November 8, 2010

BYLAWS
OF
SPRINGS MOUNTAIN SANGHA

ARTICLE I.

Definitions, Objectives and Offices

1. **Definitions.** Because Springs Mountain Sangha is a church, organized under the Colorado Revised Nonprofit Corporation Act (“Act”), the following terms shall apply throughout instead of the normal corporate language in the Act:

- a. Sangha shall mean “corporation”.
- b. Steering Committee shall mean “Board of Directors”.
- c. Members of the Steering Committee shall mean “Directors”.
- d. Chairperson shall mean “President”.

2. **Objectives.** The principle objective of the Springs Mountain Sangha is to support Zen practice in the Pikes Peak region and to express compassion arising through practice in service to the broader community. In furtherance of this objective, the Sangha sponsors:

- a. meditation practice
- b. discussion groups
- c. dharma classes
- d. retreats led by teachers affiliated with the Sangha

The Sangha also raises funds, whether by way of fund-raising activities, donations or grants, and manages assets for the promotion of the objectives of the Sangha.

3. **Business Offices.** The principal office of the Sangha in the State of Colorado shall be located at 7528 Jenkin Place, Colorado 80919. The Sangha may have such other offices, either within or without the State of Colorado, as the Steering Committee may determine or as the affairs of the Sangha may require from time to time.

4. **Registered Office.** The Sangha shall have and continuously maintain in the State of Colorado a registered office, and a registered agent whose office is identical with such registered office, as required by the Colorado Revised Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office if the principal office is in the State of Colorado. The address of the registered office may be changed from time to time by the Sangha as long as the proper filings are made with the Secretary of State of Colorado.

ARTICLE II.

Members

1. **Classes of Members.** The Sangha shall have one class of members. All members shall have the same rights and obligations. The Sangha welcomes all those interested in Zen Buddhism for membership. Membership shall not be restricted based on race, national origin, gender, sexual orientation, age, religion, physical or mental disability.

2. **Admission of Members.** An application for membership in the Sangha shall be made in writing on the Sangha membership form. Upon submission of the application, the Secretary of the Sangha Steering Committee shall enter the new member's name in the register of members. The Secretary shall keep a register of members showing each member's name, address, email address, and telephone number.

3. **Voting Rights.** While anyone may attend a general meeting of the members, only members are entitled to vote at a general meeting. Each member shall be entitled to one vote on each matter submitted to a vote of the members.

4. **Termination of Membership.** The Steering Committee, by affirmative vote of two-thirds of all of the members of the Steering Committee, may suspend or expel a member for cause. Such a decision will ordinarily be made in consultation with the teachers and/or the Sangha Community Concerns Committee, predicated on unacceptable behavior or the inappropriateness of practice for personal well-being. (The Sangha Community Concerns Committee is constituted by the Steering Committee to respond to concerns of Sangha members and assist in informal resolution of conflicts. It has authority only to make recommendations to the Steering Committee regarding unacceptable behavior or inappropriate practice on the part of members.) The member shall receive not less than fifteen days prior written notice of the expulsion, suspension, or termination which states the reasons therefor; and shall have an opportunity to be heard, orally or in writing, not less than five days before the effective date of the expulsion, suspension or termination, by a person or persons authorized to decide that the proposed expulsion, termination or suspension not take place.

5. **Resignation.** Any member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments or other charges theretofore accrued and unpaid.

6. **Reinstatement.** Upon written request signed by a former member and filed with the Secretary, the Steering Committee may, by the affirmative vote of two-thirds of the

members of the Board, reinstate a terminated member to membership upon such terms as the Steering Committee may deem appropriate.

7. **Transfer of Membership.** Membership in the Sangha is not transferable or assignable.

ARTICLE III.

Meetings of Members

1. **Annual and Regular Meetings.** An annual meeting of the members shall be held in the month of September in each year, beginning with the year 2011, at a time and date fixed in accordance with a resolution of the Steering Committee, for the purpose of electing Members of the Steering Committee and for the transaction of such other business as may come before the meeting. If the election of Members of the Steering Committee shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Steering Committee shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be. Regular meetings of members may be held at such times and dates as may be fixed in accordance with a resolution of the Steering Committee.

2. **Special Meetings.** Special meetings of the members may be called by the Steering Committee or persons authorized herein or by resolution of the Steering Committee to call such a meeting or by written demands for the meeting, stating the purpose or purposes for which it is to be held, signed and dated by members holding not less than one-tenth of all the votes entitled to be cast on the issue to be proposed to be considered at the meeting.

3. **Place of Meeting.** The Steering Committee may designate any place, either within or without the State of Colorado, as the place of meeting for any annual meeting or for any special meeting called by the Steering Committee. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Sangha in the State of Colorado; but if all of the members shall meet at any time and place, either within or without the State of Colorado, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

4. **Record Date.** The record date by which the Sangha may determine which members are entitled to notice and to vote may be set by the Steering Committee but may not be more than seventy days before the meeting or action requiring a determination of members.

5. **Notice of Meetings.** Written notice stating the place, date and time of any meeting of members shall be delivered, either personally or by regular mail or electronic mail, to each member entitled to vote at such meeting, not less than fourteen or more than sixty days before the date of such meeting, by or at the direction of the Chairperson, or the Secretary, or the officers or persons calling the meeting. Notice of an annual or regular meeting shall include a description of any matter or matters to be considered at such meeting if such matter or matters must be approved by members or if the members' approval will be sought for the following: conflict of interest transactions, indemnification of a Member of the Steering Committee, amendment of articles of incorporation or bylaws by the Steering Committee or members, merger, sale of property other than in the regular course of business, or dissolution of the Sangha. In case of notice of a special meeting, the notice shall include the purpose or purposes for which

the meeting is called. When giving notice of an annual, regular, or special meeting of members, the Sangha shall give notice of a matter a member intends to raise at the meeting if (i) the Sangha is requested in writing to do so by a person entitled to call a special meeting, and (ii) the request is received by the Secretary or Chairperson at least ten days before the Sangha gives notice of the meeting. Written notice from the Sangha to its members is effective at the earliest of: (i) the date received; (ii) five days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with first class postage affixed; or (iii) the date shown on the return receipt, if marked by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

6. **Informal Action by Members.** Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof, provided, however, such consents must be received by the Sangha within sixty days after the earliest dated writing describing and consenting to the action is received by the Sangha, and such consents must not have been revoked. Any such consent may be received by the Sangha by electronically transmitted facsimile or other form of wire or wireless communication providing the Sangha with a complete copy thereof, including a copy of the signature thereto. All consents must be filed with the minutes of the meetings of the members.

7. **Quorum.** The members holding one-tenth of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting

of the members, a majority of the members present may adjourn the meeting from time to time without further notice.

8. **Proxies.** At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member or by his or her duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy. Only one proxy can be held by one member.

9. **Manner of Acting.** A majority of the votes entitled to be cast on a matter to be voted upon by the members present or represented by a proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater portion is required by law or by these bylaws. A vote on any action that may be taken at an annual, regular or special meeting of members may be taken by consensus or voice vote. If, however, a secret ballot is requested by one member present, it shall be taken at once or after an interval or adjournment or otherwise as the Chairperson directs and the result of the ballot shall be the resolution of the meeting at which the ballot was requested.

ARTICLE IV.

Steering Committee

1. **General Powers.** The affairs of the Sangha shall be managed by its Steering Committee. Members of the Steering Committee shall be at least eighteen years of age and members of the Sangha.

2. **Number, Tenure and Qualifications.** The number of Members of the Steering Committee shall be at least five, but not more than ten. Each Member of the Steering

Committee, with the exception of the Resident Teacher, who serves ex officio, shall hold office until the earlier of (i) his or her death, resignation or removal or (ii) the next annual meeting of members, and until his or her successor shall have been elected and qualified. A retiring member of the Steering Committee shall be eligible for re-election.

3. **Deemed Resignation and Removal.** Any elected or appointed Member of the Steering Committee who becomes incapacitated or without reasonable explanation fails to attend three consecutive meetings of the Steering Committee shall be deemed to have resigned from the Steering Committee upon confirmation of such incapacity or failure to attend Steering Committee meetings by an affirmative vote of a majority of the Members of the Steering Committee. A successor may be appointed by the Steering Committee to serve until the next annual meeting. Members of the Steering Committee may be removed by a two-thirds vote of the members of the Sangha present at an all-sangha meeting.

4. **Regular Meetings.** A regular annual meeting of the Steering Committee shall be held within one month of the annual meeting of members. The Steering Committee shall provide by resolution the time and place, either within or without the State of Colorado, for the holding of the regular annual meeting and additional regular meetings of the Steering Committee without other notice than such resolution.

5. **Special Meetings.** Special meetings of the Steering Committee may be called by or at the request of the Chairperson or any two Members of the Steering Committee. The person or persons authorized to call special meetings of the Steering Committee may fix any

place, either within or without the State of Colorado, as the place for holding any special meeting of the Steering Committee called by them.

6. **Notice of Meetings.** Notice of each meeting of Members of the Steering Committee, whether regular or special, shall be given to each Member of the Steering Committee at least two (2) days prior to the meeting. The notice of all meetings shall state the place, date and hour thereof, but need not, unless otherwise required by statute, state the purpose or purposes thereof.

7. **Quorum.** A majority of the Steering Committee shall constitute a quorum for the transaction of business at any meeting of the Steering Committee; but if less than a majority of the Members of the Steering Committee are present at said meeting, a majority of the Members of the Steering Committee present may adjourn the meeting from time to time without further notice.

8. **Manner of Acting.** The act of a majority of the Members of the Steering Committee present at a meeting at which a quorum is present shall be the act of the Steering Committee, unless the act of a greater number is required by law or by these bylaws.

9. **Vacancies.** Any vacancy occurring in the Steering Committee including any vacancy resulting from an increase in the number of Members of the Steering Committee may be filled by the affirmative vote of a majority of the remaining Members of the Steering Committee, though less than a quorum of the Steering Committee, or by the voting members. A Member of the Steering Committee elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

10. **Compensation.** Members of the Steering Committee as such shall not receive any stated salaries for their services, but nothing herein contained shall be construed to preclude any Member of the Steering Committee from serving the Sangha in some other capacity and receiving compensation therefor.

11. **Meetings by Telephone.** Members of the Steering Committee or any committee designated thereby may hold or participate in a meeting of the Steering Committee or such committee by means of conference telephone or similar communications equipment provided that all such persons so participating in such meeting can hear each other at the same time.

ARTICLE V.

Officers

1. **Officers.** The officers of the Sangha shall be a Chairperson, a Secretary, a Treasurer, the Resident Teacher, and such other officers as may be elected in accordance with the provisions of this Article. The Steering Committee may elect or appoint such other officers, including one or more Associate Chairs, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Steering Committee.

2. **Election and Term of Office.** The officers of the Sangha, with the exception of the Resident Teacher, shall be elected annually by the Steering Committee at the next regular meeting of the Steering Committee following the annual meeting of the Sangha. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Steering

Committee. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

3. **Removal.** Any officer elected or appointed by the Steering Committee may be removed by two-thirds vote of the Steering Committee at any time, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

4. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Steering Committee for the unexpired portion of the term.

5. **Chairperson.** The Chairperson shall be the principal executive officer of the Sangha and shall in general supervise and control all of the business and affairs of the Sangha. He or she shall preside at all meetings of the members and of the Steering Committee. He or she may sign, with the Secretary or any other proper officer of the Sangha, contracts or other instruments which the Steering Committee has authorized to be executed, except in the cases where the signing and execution thereof shall be expressly delegated by the Steering Committee or by these bylaws or by statute to some other officer or agent of the Sangha; and in general he or she shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Steering Committee from time to time.

6. **Treasurer.** If required by the Steering Committee, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Steering Committee shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the Sangha; receive and give receipts for moneys due

and payable to the Sangha from any source whatsoever, and deposit all such moneys in the name of the Sangha in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chairperson or by the Steering Committee.

7. **Secretary.** The Secretary shall keep the minutes of the meetings of the members and of the Steering Committee in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records; keep a register of the post-office address of each member which shall be furnished to the Secretary by such member and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chairperson or by the Steering Committee.

8. **Resident Teacher.** The Resident Teacher, having been given the designation of teacher by a senior teacher in our tradition, holds this position by consent of the Sangha. The Resident Teacher is the leader of the Sangha in respect to teaching, training practice leaders, and other dharma matters. In the future the Resident Teacher shall be confirmed in this position by two-thirds vote of the members of the Sangha present at an all-sangha meeting. The Resident Teacher may be removed by a two-thirds vote of the members of the Sangha present at an all-sangha meeting.

ARTICLE VI.

Standards of Conduct for Officers and Members of the Steering Committee

Each Member of the Steering Committee shall discharge his or her duties as a Member of the Steering Committee and each officer with discretionary authority shall discharge the officer's duties under that authority: (a) in good faith; (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and in a manner the Member of the Steering Committee or officer reasonably believes to be in the best interests of the Sangha. A Member of the Steering Committee or officer may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (a) one or more officers or employees of the Sangha whom the Member of the Steering Committee or officer reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, a public accountant, or other persons as to matters the Member of the Steering Committee or officer reasonably believes are within such person's professional or expert competence; or (c) in the case of a Member of the Steering Committee, a committee of the Steering Committee of which the Member of the Steering Committee is not a member if the Member of the Steering Committee reasonably believes the committee merits confidence. A Member of the Steering Committee or officer is not acting in good faith if the Member of the Steering Committee or officer has knowledge concerning the matter in question that makes reliance otherwise permitted by the above unwarranted. A Member of the Steering Committee or officer is not liable as such to the Sangha or its members for any action taken or omitted as a Member of the Steering Committee or officer, if, in connection with such action or omission, the Member of the Steering Committee or officer performed the duties of the position in compliance with this Article.

ARTICLE VII.

Conflicting Interest Transactions

1. **Conflicting Interest Transactions.** As used in this Article, “conflicting interest transaction” means: A contract, transaction, or other financial relationship between the Sangha and a Member of the Steering Committee of the Sangha, or between the Sangha and a party related to a Member of the Steering Committee, or between the Sangha and an entity in which a Member of the Steering Committee of the Sangha is a Member of the board or officer or has a financial interest.

2. **Prohibition Against Loans to Members of the Steering Committee or Officers.** No loans shall be made by the Sangha to its Members of the Steering Committee or officers. Any Member of the Steering Committee or officer who assents to or participates in the making of any such loan shall be liable to the Sangha for the amount of such loan until the repayment thereof.

3. **Voidability of Conflicting Interest Transactions.** No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a member or by or in the right of the Sangha, solely because the conflicting interest transaction involves a Member of the Steering Committee of the Sangha or a party related to a Member of the Steering Committee or an entity in which a Member of the Steering Committee of the Sangha is a member of the board or officer or has a financial interest or solely because the Member of the Steering Committee is present at or participates in the meeting of the Sangha’s Steering Committee or of the committee of the

Steering Committee that authorizes, approves, or ratifies the conflicting interest transaction or solely because the Member of the Steering Committee's vote is counted for such purpose if:

a. The material facts as to the Member of the Steering Committee's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Steering Committee or the committee, and the Steering Committee or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested Members of the Steering Committee, even though the disinterested Members of the Steering Committee are less than a quorum; or

b. The material facts as to the Member of the Steering Committee's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the members entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the members entitled to vote thereon; or

c. The conflicting interest transaction is fair as to the Sangha.

4. **Approval of Conflicting Interest Transactions.** Common or interested Members of the Steering Committee may be counted in determining the presence of a quorum at a meeting of the Steering Committee or of a committee which authorizes, approves, or ratifies the conflicting interest transaction.

5. **Party Related to Member of the Steering Committee.** For purposes of this Article, a "party related to a Member of the Steering Committee" shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the Member of the Steering Committee or a party related to a Member of the Steering

Committee has a beneficial interest, or an entity in which a party related to a Member of the Steering Committee is a Member of the Steering Committee, officer, or has a financial interest.

ARTICLE VIII.

Indemnification

1. **Indemnification.** To the extent permitted or required by the act (as defined below) and any other applicable law, if any Member of the Steering Committee or officer (as defined below) of the Sangha is made a party to or is involved in (for example as a witness) any proceeding (as defined below) because such person is or was a Member of the Steering Committee or officer of the Sangha, the Sangha (I) shall indemnify such person from and against any judgments, penalties, fines (including but not limited to ERISA excise taxes), amounts paid in settlement and reasonable expenses (including but not limited to expenses of investigation and preparation, and fees and disbursements of counsel, accountants or other experts) incurred by such person in such proceeding, and (II) shall advance to such person expenses incurred in such proceeding.

The Sangha may in its discretion (but is not obligated in any way to) indemnify and advance expenses to an employee or agent of the Sangha to the same extent as to a Member of the Steering Committee or officer.

The foregoing provisions for indemnification and advancement of expenses are not exclusive, and the Sangha may at its discretion provide for indemnification or advancement of expenses in a resolution of its members or Members of the Steering Committee, in a contract or in its articles of incorporation.

Any repeal or modification of the foregoing provisions of this article for indemnification or advancement of expenses shall not affect adversely any right or protection stated in such provisions with respect to any act or omission occurring prior to the time of such repeal or modification. If any provision of this article or any part thereof shall be held to be prohibited by or invalid under applicable law, such provision or part thereof shall be deemed amended to accomplish the objectives of the provision or part thereof as originally written to the fullest extent permitted by law, and all other provisions or parts shall remain in full force and effect.

As used in this article, the following terms have the following meanings:

a. Act. The term “act” means the Colorado Revised Nonprofit Corporation Act as it exists on the date this Article is adopted, and as the Colorado Revised Nonprofit Corporation Act may be thereafter amended from time to time. In the case of any amendment of the Colorado Revised Nonprofit Corporation Act after the date of adoption of this article, when used with reference to an act or omission occurring prior to effectiveness of such amendment, the term “act” shall include such amendment only to the extent that the amendment permits a Sangha to provide broader indemnification rights than the Colorado Revised Nonprofit Corporation Act permitted prior to the amendment.

b. Member of the Steering Committee or Officer. The term “Member of the Steering Committee” or “officer” means (I) a Member of the Steering Committee or officer of the Sangha and (II) while an individual is a Member of the Steering Committee or officer of the Sangha, the individual’s serving at the Sangha’s request as a member of the board, officer, partner, member, manager, trustee, employee, fiduciary, or agent of another domestic or foreign corporation,

nonprofit corporation, or other person or of an employee benefit plan, and (III) any other position (not with the Sangha itself) in which a Member of the Steering Committee or officer of the Sangha is serving at the request of the Sangha and for which indemnification by the Sangha is permitted by the act.

c. Proceeding. The term “proceeding” means any threatened, pending or completed action, suit, or proceeding whether civil, criminal, administrative or investigative, and whether formal or informal.

d. Code. The term “Code” means the Internal Revenue Code of 1986, as amended from time to time.

2. **Limitation.** Notwithstanding any other provision of this Article VIII, during any period that the Sangha is a “private foundation” within the meaning of section 509 of the Code, or any corresponding provision of any future United States tax law, the Sangha shall not indemnify any person from or against or advance to any person the cost of, such expenses, judgments, fines, or amounts paid or necessarily incurred, nor shall the Sangha purchase or maintain such insurance, to the extent that any such indemnification, purchase, or maintenance would be determined to be an act of self-dealing within the meaning of section 4941 of the Code, to be a taxable expenditure within the meaning of section 4945 of the Code, or to be otherwise prohibited under the Code, unless and to the extent (i) a court orders such indemnification, or (ii) the purchase or maintenance of such insurance can be treated as reasonable compensation to such person.

ARTICLE IX.

Contracts, Checks, Deposits, Gifts and Proxies

1. **Contracts.** The Steering Committee may authorize any officer or officers, agent or agents of the Sangha, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Sangha, and such authority may be general or confined to specific instances.
2. **Checks, Drafts, Etc.** All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Sangha, shall be signed by such officer or officers, agent or agents of the Sangha and in such manner as shall from time to time be determined by resolution of the Steering Committee. In the absence of such determination by the Steering Committee, such instruments shall be signed by the Treasurer and countersigned by the Chairperson or an Associate Chairperson of the Sangha.
3. **Deposits.** All funds of the Sangha shall be deposited from time to time to the credit of the Sangha in such banks, trust companies or other depositories as the Steering Committee may select.
4. **Gifts.** The Steering Committee may accept on behalf of the Sangha any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Sangha.
5. **Proxies.** Unless otherwise provided by resolution adopted by the Steering Committee, the Chairperson or any Associate Chairperson may from time to time appoint one or more agents or attorneys in fact of the Sangha, in the name and on behalf of the Sangha, to cast

the votes which the Sangha may be entitled to cast as the holder of stock or other securities in any other corporation association or other entity any of whose stock or other securities may be held by the Sangha, at meetings of the holders of the stock or other securities of such other corporation, association or other entity, or to consent in writing, in the name of the Sangha as such holder, to any action by such other corporation, association or other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed in the name and on behalf of the Sangha, all such written proxies or other instruments as he may deem necessary or proper in the premises.

ARTICLE X.

Books and Records

1. The Sangha shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Steering Committee and committees having any of the authority of the Steering Committee, and shall keep at its registered or principal office a record giving the names and addresses of the members. All books and records of the Sangha may be inspected by any member or his or her agent or attorney for any proper purpose at any reasonable time.

2. The financial records shall be inspected by a duly qualified accountant or by two members of the Sangha chosen by the Steering Committee for that purpose at least once each year.

ARTICLE XI.

Amendments to Bylaws

The members may amend these bylaws at any time to add, change, or delete a provision. Any member may propose amendments to the bylaws. A written request for an amendment shall be delivered to the Secretary no fewer than 30 days prior to the annual meeting of the members or a special meeting of the members called for that purpose. Members shall receive not less than 21 days notice of the intention to propose the amendment. The affirmative vote of not less than 60% of those members who vote in person or by proxy at a meeting at which a quorum is present shall be required to adopt any amendment to the bylaws proposed by the members.

ARTICLE XII.

Dissolution

If the Steering Committee by a simple majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to dissolve the Sangha, it shall call a special meeting of the members of the Sangha for the purpose of considering the Steering Committee's recommendation that the Sangha be dissolved. No less than 21 days' notice shall be given of a meeting to consider dissolution of the Sangha. The notice shall state the terms of the dissolution resolution to be proposed. The affirmative vote of at least 60% of the total voting members of the Sangha present in person or by proxy at a special meeting convened for the purpose of considering the dissolution of the Sangha shall be required to dissolve the Sangha.

