

# BYLAWS

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BYLAWS

THE FIRST CHURCH OF GOD

9550 Crenshaw Boulevard

Inglewood, California 90305

ARTICLE I

Name

This Non-Profit Religious Corporation shall be called the First Church of God of Los Angeles, California **d/b/a Center of Hope**. This autonomous local church is voluntarily affiliated with the following:

1. Church of God with General Agencies and Offices in Anderson, Indiana;
2. National Association of the Church of God with General Offices in West Middlesex, Pennsylvania;
3. Southern California Association of the Church of God with District Office in Long Beach, California; and
4. Interstate Association of the Church of God with Campground and Area Office in Hanford, California.

## ARTICLE II

### Principal Office and Fiscal Year

The principal executive office for the transaction of the business of the Corporation is located at 9550 Crenshaw Boulevard, Inglewood, California 90305. The Corporation may change the principal executive office from one location to another.

## ARTICLE III

### Statement of Purpose

This Corporation shall control and facilitate the business activities of the **Center of Hope** and shall in no way infringe upon the spiritual doctrines or practices of the church.

**This Corporation is formed to:**

- 1. Acquire real or personal property by purchase, gift, bequest or otherwise, either directly or as a trustee;**
- 2. Own, hold in trust, use, sell, convey, mortgage, lease or to otherwise dispose of any real or personal property;**
- 3. Collect and disburse funds for religious and educational purposes;**
- 4. Appoint, elect, and direct such offices and agencies as are needed to carry out its religious and educational functions. These functions include, but are not limited to public worship, Christian education, licensing and ordaining of ministers, social and community activities.**

All income and assets are to be used to carry out the religious and educational purposes of the church and should the Corporation dissolve, all remaining assets should be equally divided among the four nonprofit agencies listed in Article I or a religious nonprofit organization selected by the Board of Directors (in case of the dissolution of one or more of the nonprofit organizations listed in Article I).

**ARTICLE IV**

**Membership**

SECTION 4.01	Members of <b>Center of Hope</b> , who have publicly declared their affiliation with the church, shall be members of this Corporation.
SECTION 4.02	Voting members of the Corporation shall be at least sixteen (16) years of age and shall financially support the church with tithes and offerings.
SECTION 4.03	Voting members of this Corporation shall have been identified with the congregation for at least six (6) months and regularly attend worship services.
SECTION 4.04	<b>Eligible voting members of the Corporation are entitled to cast one vote for each matter submitted to a vote of the membership.</b>
SECTION 4.05	Membership rules here in apply to the Corporation only.
SECTION 4.06	A member's right to vote in the Corporation meeting may be challenged by any other members and this right shall be confirmed or denied by a 2/3 vote of the assembly.
SECTION 4.07	Persons who do not attend <b>Center of Hope</b> and who do not contribute financial support on a regular basis shall not be considered as voting members of the Corporation.
SECTION 4.08	<p>Persons who have been excluded from fellowship with the congregation due to activities or beliefs contrary to those proclaimed and practiced by Center of Hope shall not be allowed to participate in this corporation on any level.</p> <p><b>It is the expressed purpose and intent of Center of Hope to emphasize that every reasonable measure will be taken to assist any troubled member. The Senior Pastor and others appointed by the Senior Pastor are available for counsel and guidance. Redemption rather than punishment shall be the principle that governs the attitude of one member towards another according to Galatians 6:1-2; Hebrews 12:3-15; Revelations 3:19.</b></p>

	<p><b>Should a serious condition exist that would cause a member to become a liability to the general welfare of the Church, every reasonable measure will be taken by the Senior Pastor to resolve the situation. All such proceedings shall be pervaded by a spirit of Christian kindness and forbearance. The resolution process will be governed by Matthew 18:15-17, and further guided by Galatians 6:1-2; Romans 15:1-7; James 1:5 and Titus 3:10.</b></p>
SECTION 4.09	<p><b>Both men and women may serve in any capacity of this Corporation, and no one shall be excluded from participation due to race, color, gender, or national origin.</b></p>
SECTION 4.10	<p><b>In accordance with our Code of Ethics Policy, each person holding an office or employed by the Corporation is expected to live a life which models biblical standards, morals, and professional conduct based upon what the Corporation holds as true. Failure to adhere to our standards may result in removal from office or employment.</b></p> <p><b>It is the Corporation’s position to demonstrate Christ’s love, offering support and guidance to any member engaged in moral conflict, in hopes of restoring the member’s conduct to that which is consistent with the Corporation’s standards and in the spirit of Galatians 6:1-2. Refer to the Membership Policy and Code of Ethics for more details.</b></p>
Section 4.11	<p><b>The Corporation believes that marriage is a holy act. The Corporation will perform marriages consistent with the doctrines and practices of the Church of God as clearly set forth in the New Testament. The Corporation reserves the right to refuse to perform any marriage that its Senior Pastor determines is not in line with the doctrines and practices of the Church of God as set for the in the New Testament. Also, any pastor performing a marriage has the right to refuse to marry any couple based on his or her personal convictions.</b></p>

**ARTICLE V**

**Officers**

SECTION 5.01	Officers of the Corporation shall be President. Vice-President. Recording Secretary and Treasurer.
SECTION 5.02	<b>The Pastor of the Center of Hope shall serve as President of the Corporation and Chairman of the Board, and shall exercise general supervision over Business Affairs, the Spiritual Activities of the Corporation, and Congregation. He is Chief Executive Officer of this Corporation.</b>
SECTION 5.03	<b>The Vice President shall be appointed as a Board member and named to this position by the President for a period not to exceed three (3) years. The Vice President shall perform the corporate duties of the President in the event of absence or vacancy.</b>
SECTION 5.04	The Secretary of the Board of Directors shall be the Corporation Recording Secretary. The Recording Secretary shall keep an orderly record of the Corporation Business Meetings and the meetings of the Board of Directors. These records remain the property of the Corporation and shall always be available to members of the Board of Directors and the Corporation for inspection. <b>The Recording Secretary shall be appointed as a Board member and named to this position by the President for a period not to exceed three (3) years.</b>
SECTION 5.05	<b>The Treasurer shall cause all funds to be banked and accounted for. The officer shall sign or appoint another Board Member to sign all disbursement checks (along with at least one other authorized official) not to exceed \$1,000.00; caused to be maintained and filed complete records of all financial transactions of the Corporation; cause to be made or make monthly reports to the Board of Directors; and, make or cause to be made annual reports at the Annual Business Meeting of the Corporation. Records of the Treasurer shall be available to members of the Corporation for inspection. All requests for inspection shall be made by writing the Business Administrator at the Corporation's official business address. The Business Administrator will</b>

	<b>issue or cause to be issued the financial records within five business days of the request. The Treasurer shall be appointed as a Board member and named to this position by the President for a period not to exceed three (3) years.</b>
SECTION 5.06	All officers of the Corporation shall be members of the church, shall attend faithfully Corporation Meetings, Worship Services of the Congregation, and shall support the church financially with tithes and offerings.
SECTION 5.07	Additional officers may be established as deemed necessary by the President, with the approval of the Board of Directors.
SECTION 5.08	<b><u>Inability to Act.</u></b> <b>In case of an indefinite period of absence or inability to act of any officer of the Corporation, excluding the President (Article IX), the President may delegate the duties of such to any director.</b>
SECTION 5.09	<b><u>Removal and Resignation.</u></b> <b>Apart from the Senior Pastor as President (Article IX), any officer may be removed, either with or without cause, by a majority of the Board of Directors at any regular or special meeting of the Board. Any officer may resign at any time by giving 30-day written notice to the Board of Directors, or President of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein at the discretion of the Board. Formal acceptance of such resignation shall not be necessary.</b>

**ARTICLE VI**

**Board of Directors**

SECTION 6.01	<p><b>The Board of Directors of the Corporation shall consist of a maximum of (12) and no less than (7) members nominated by the President of Center of Hope with the affirmation of the Congregation.</b></p> <p><b>Board duties include:</b></p> <ul style="list-style-type: none"><li>(a) Hold in trust all the <b>real and personal</b> property of Corporation in accordance with the laws of the State of California for Non-Profit Religious Corporations.</li><li>(b) <b>Appoint a representative</b> or enter into, on behalf of the Corporation, such contracts, agreements, and financial obligations as are approved by the Corporation <b>and financial obligations as are necessary for the business conduct of the Corporation.</b></li><li>(c) Maintain, secure, improve, <b>and ensure the preservation of all physical</b> properties belonging to the Corporation.</li><li>(d) <b>Understand, consent, and ensure the preservation of all intellectual property that represents the assets of the corporation.</b></li><li>(e) <b>Approval of the disbursement of funds in accordance with the needs of the Corporation as presented in the Annual Budget and as otherwise needed.</b></li><li>(f) Serve as the Budget Committee for the Corporation. <b>Prepare or cause to be prepared and approve the Annual Budget for presentation at the Annual Meeting of the Corporation.</b></li><li>(g) Annually review <b>and approve adjustments in salaries</b> of the Senior Pastor and all paid employees of the church and make adjustments in salaries commensurate with the need, cost of living, and financial condition of the Corporation.</li><li>(h) <b>Review and approve administrative policies for personnel supervision, financial operation, and property usage.</b></li><li>(i) Serve as the Official Board of <b>any future educational institution established by the Corporation</b>, and carry out the same duties for that subordinate organization, as for the First Church of God Corporation d/b/a Center of Hope, the Parent Organization.</li></ul>
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	<p><b>(j) Commission independent audits or financial reviews of the books and records.</b></p> <p><b>(k) Appoint standing or special committees from its number of members from time to time and invest such committees with such powers as it may see fit, subject to such conditions as may be prescribed by the Board. All committees so appointed shall keep regular minutes of the transactions of their meeting and shall cause them to be recorded in the books kept for that purpose in the office of the corporation. The designation of any such committee and delegation authority to it, shall not relieve the Board of Directors, or any members thereof, of any responsibility imposed.</b></p>
SECTION 6.02	<b>The Board of Directors shall be appointed from among voting members of the Corporation who are twenty-one (21) years of age or older.</b>
SECTION 6.03	<b>Outside Board Members. One non-church member or another Senior Pastor may be permitted to be on the Board of Directors.</b>
SECTION 6.04	<b>The Board of Directors terms shall be staggered so that at least two (2) and no more than three (3) Directors shall stand for re-appointment each year. The length of each term shall be three (3) years.</b>
SECTION 6.05	<b>The Board of Directors shall meet bi-monthly. The President may periodically appoint, ratified by the Board, staff that by virtue of their offices will meet with the Board of Directors, with voice, but no vote.</b>
SECTION 6.06	<b>The President shall call an Executive Board Session (i.e., office of the Board) when necessary. Sessions are closed to non-Board members. In Executive Board sessions there will be no voting. Other attendees will be by invitation from the President.</b>
SECTION 6.07	<b>The President may appoint, ratified by the Board, other positions of the Board (i.e., Vice-Chair, Secretary,</b>

	<b>Treasurer, and other positions) as necessary to accomplish its business for a period not to exceed three (3) years.</b>
SECTION 6.08	<b>As a Nonprofit Corporation, the volunteer members of the Board of Directors shall receive no remuneration other than out-of-pocket expenses from the Corporation. No salaries, benefits or commissions shall be given to any volunteer members of the Board during their term of office.</b>
SECTION 6.09	<b>Board members shall be limited to two (2) consecutive three-year terms thereafter, a waiting period of at least one year is necessary before being eligible for re-appointment.</b>
SECTION 6.10	<p>The Board of Directors may select up to a total of three persons annually as Consultants or Board Trainees. Such persons may meet with the Board, carry out specific tasks as outlined by the Board of Directors.</p> <ul style="list-style-type: none"> <li>(a) They cannot sign checks, contracts, or legal documents.</li> <li>(b) They cannot handle funds without being supervised by an authorized Board Member.</li> <li>(c) They have a voice but no vote in Board Meetings and cannot exercise official authority over professional or secular personnel.</li> <li>(d) They may serve three (3) consecutive one-year terms.</li> <li>(e) All consultants or trainees must be nominated by Board Chairman and ratified by a majority of the Board Members.</li> </ul>
SECTION 6.11	<b>The Board may select 3-5 individuals who are not members of our congregation to advise the Board as needed. The Advisory Board is comprised of pastors and Christian leaders. All powers would remain with the Corporation to make decisions, however; it would be on record that the Board of Directors received counsel from these individuals.</b>
SECTION 6.12	<b>For a vote to occur, a quorum of at least 51 percent of the members shall be present. All Board actions shall be passed by a simple majority. Any tie shall be considered as voting down the action.</b>
SECTION 6.13	<b>Candidates for the Board of Directors shall be nominated by Pastor and ratified by the Board and presented for ratification at the Annual Business Session. Voting members</b>

	<p>may submit names for consideration for the Board to the Senior Pastor and the Vice- Chair of the Board thirty (30) days before the Annual Meeting.</p>
SECTION 6.14	<p><b>Removal and Resignation.</b> Except for the Senior Pastor as Chairperson (Article IX), any director may be removed, either with or without cause, by the majority of the Board of Directors, excluding the director at issue, at any regular or special meeting of the Board. The quorum requirements for such a vote is reduced by one (1). Any director may resign at any time by giving written notice to the Board of Directors, or to the Chairperson. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein at the discretion of the Board. Formal acceptance of such resignation shall not be necessary.</p>
SECTION 6.15	<p><b>Inability to Act.</b> In the case of an indefinite period of absence or inability to act of any director of the Corporation, excluding the President as Chairperson (Article IX), the President may choose to appoint a replacement director, with affirmation by the remaining Board members, to serve out the absence up to the remaining term of that director.</p>
SECTION 6.16	<p><b>Teleconference Meetings.</b> Board members will be considered present for quorum and voting purposes if able to hear, be heard, and participate in Board deliberations via conference telephone.</p>
SECTION 6.17	<p><b>Conflicts of Interest.</b> In accordance with the Conflict of Interest Policy, the Board of Directors has both a moral and spiritual obligation to disclose in advance any interests of a personal or financial nature in any matter that comes before the Board for consideration; and to abstain from discussion and voting on such matters. To the extent that a Board action will provide a tangible benefit, directly or indirectly to any Board member or a related party, the Board, if approving, must record in its minutes that such benefit has been fully disclosed by the member and is nevertheless considered to be in the best interest of the Corporation. The votes of individual Board members must be reported.</p>

SECTION 6.18	<b>Committees. Committees of the Board may be appointed by the President. Committees shall be composed of two or more members of the Board and shall have such authority as may be expressly delegated to it by resolution of the Board. Committees are governed by the same provisions as the Board relative to their conduct. Minutes shall be kept at all Committees meetings.</b>
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**ARTICLE VII**

**The Church Council**

SECTION 7.01	The Church Council shall consist of the Ministers, Pastoral Staff, the Board of Directors, the Deacons and Deaconess, and the heads of all Auxiliaries and Departments of the Church.
SECTION 7.02	<p>Duties of the Church Council are:</p> <ul style="list-style-type: none"> <li>(a) Based on delegated authority, will facilitate the ongoing activities of the Church, including the areas of program development, outreach, and ministry to the community.</li> <li>(b) Serve as Godly counsel to the Senior Pastor and Board of Directors in support of the Mission and Vision of the Corporation.</li> </ul>
SECTION 7.03	<b>The President shall serve as Chairperson of the Church Council and will call meetings on an as-needed basis.</b>

**ARTICLES VIII**

**Meetings**

SECTION 8.01	<b>The Annual Business Meeting of the Corporation shall be held during February each year. Unless otherwise disclosed thirty (30) days in advance, all meetings will be held on the campus of Center of Hope, 9550 S. Crenshaw Blvd., Inglewood CA. 90305.</b>
SECTION 8.02	The Annual Meeting of the Church Council shall be held by February of each year.

SECTION 8.03	Auxiliary Officers must be appointed by the Senior Pastor before the Annual Business Session and could serve a term up to 2 years.
SECTION 8.04	<b>The Church fiscal year shall extend from January 1 to December 31.</b>
SECTION 8.05	Special Business Meetings of the Corporation shall be called by the President: (a) Upon request of the Board of Directors. (b) Upon written request of fifty (50) members who state the purpose for which they desire the meeting. (c) At the President's discretion.
SECTION 8.06	The quorum for regular or special Business Meetings shall be those members present after the public announcement of the meeting in two (2) separate services - either Sunday and Midweek or two consecutive Sundays.

**ARTICLE IX**

**Pastor-Church Relationships**

SECTION 9.01	The Senior Pastor shall give at least sixty (60) days' notice of his resignation. If the Senior Pastor receives an offer from another church about becoming its Pastor, he should inform the Board of Directors and keep them informed of the progress of such discussions.
SECTION 9.02	In the event of the Senior Pastor's permanent departure, the Vice-President of the Corporation shall convene a special meeting of the Corporation which shall select the Pulpit Committee of five (5) persons. (a) The Pulpit Committee, with the consent of the Church, may select a minister to serve as Interim Pastor until a permanent Senior Pastor is replaced by the Church. (b) The Pulpit Committee shall prayerfully seek out and carefully investigate prospective pastors. When a suitable candidate is selected by the Pulpit Committee, they shall present his/her name to the Church. (c) A candidate for Senior Pastor must receive 2/3 majority of the votes cast to be called as the Senior Pastor.

SECTION 9.03	<p><b>In order to be considered for Senior Pastor of the Center of Hope, candidates must:</b></p> <ul style="list-style-type: none"> <li><b>(a) Be in full harmony with the doctrines and practices of the Church of God as clearly set forth in the New Testament.</b></li> <li><b>(b) Be fully recognized and recommended by spiritual leaders of their area or state of residency.</b></li> <li><b>(c) The Pulpit Committee shall seek guidance from spiritual brethren as they seek out a Senior Pastor.</b></li> </ul>
SECTION 9.04	<p><b>A Vote of Confidence in the Senior Pastor. Ten percent of qualified members (based upon a calculation using the most recent data as of December 31<sup>st</sup>) may ask, in writing to the Board of Directors for a vote of confidence in the Senior Pastor. Correspondence must be addressed to the Vice-Chair of the Board. After such a meeting is duly announced in two (2) worships services of the church, a vote shall be taken by secret ballot. If the church votes for dismissal, the Senior Pastor shall receive thee (3) months' salary and benefits and shall vacate the position immediately.</b></p>
SECTION 9.05	<p>The Senior Pastor, at his discretion, may request a vote of confidence. The procedure for a vote of confidence shall be the same as stated above in Section 9.04.</p>
SECTION 9.06	<p>If a retiring Senior Pastor recommends a successor, the Board of Directors shall consider it. If accepted, the Church Council shall then consider the recommendation.</p>
SECTION 9.07	<p>If passed by the Church Council, then the recommendation shall be presented to the church. The candidate must receive a 2/3 majority of the votes cast in order to serve as Senior Pastor. If this procedure fails. The Corporation is to follow the process outlined in Section 9.02 and 9.03 of this Article.</p>
SECTION 9.08	<p>The following shall be grounds for IMMEDIATE DISMISSAL OF THE Senior Pastor by the Church:</p> <ul style="list-style-type: none"> <li>(a) A fundamental disagreement with the doctrine and practices of the New Testament that are deemed in harmony with the faith and teachings of the Corporation.</li> <li>(b) Proven moral unfitness for ministry as referenced earlier in sections 4.08 and 4.10.</li> </ul>

	<p>(c) Any attempt to withdraw the congregation from its chosen fellowship and any attempt to split or divide the congregation.</p> <p>The Vice-Chair of the Board has the authority to initiate a process by contacting the external spiritual advisors for guidance.</p> <p>Before any actions are taken, the Board and Church Council will take reasonable measures to realign the Pastor with beliefs of the Corporation. <b>Reasonable measures will include seeking the advice of outside counsel to identify a process aimed at the Senior Pastor’s realignment and redemption. As in other cases, redemption rather than punishment shall be the principle that governs the attitude of one member towards another according to Galatians 6:1-2; Hebrews 12:3-15; Revelations 3:19.</b></p>
SECTION 9.09	<p>In the event of a stalemate in Pastor-Church Relationship, or should the Senior Pastor and Congregation fail to be able to resolve differences between them:</p> <ul style="list-style-type: none"> <li>(a) The Senior Pastor may voluntarily resign with three (3) months’ full salary and benefits and vacate the pulpit in thirty (30) days, after which his relationship to the church shall be completely severed.</li> <li>(b) Church Council and Senior Pastor may agree upon three (3) or more spiritual ministers to come in and give guidance and counsel to the Congregation,</li> <li>(c) The Interstate Association of the Church of God or the Southern California Association of the Church of God shall assist the church in such circumstances.</li> <li>(d) The Board of Directors by simple majority vote may ask the Senior Pastor to resign in order to preserve the peace and identity of the Congregation. In such case, the Senior Pastor shall receive three (3) months' full salary and benefits and shall vacate the pulpit in thirty (30) days after which his relationship with the church shall be completely severed.</li> </ul>
SECTION 9.10	<p><b><u>Inability to Act.</u></b></p> <p><b>In the case of an indefinite period of absence or inability to act of the Senior Pastor, the Pulpit Committee shall</b></p>

	<p><b>determine the need for an Interim Pastor to be employed to assume preaching duties. The duties as President and Chairperson of the Board of Directors shall be assumed by the Vice-President of the Corporation.</b></p>
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**ARTICLE X**

**General Matters**

SECTION 10.01	<p><b><u>Signature Authority on Checks</u></b></p> <p><b>The Board of Directors shall periodically determine by resolution which person or persons shall be authorized to sign or endorse all checks, drafts, evidence of indebtedness, and all other means of transacting funds on behalf of the Corporation. Only the persons so authorized shall sign or endorse those instruments. Use of signature facsimiles and other automated signature processes must conform to procedures approved by the Board of Directors.</b></p>
SECTION 10.02	<p><b><u>Execution Process for Contracts and Other Legal Documents</u></b></p> <p><b>The Board of Directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of, and on behalf of the Corporation. Such authorization may generally be granted within the powers of a designated officer or specifically granted in individual circumstances. Unless so authorized or ratified by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.</b></p>
SECTION 10.03	<p><b><u>Bonding of Officers and Employees Handling Funds</u></b></p> <p><b>The Board of Directors shall maintain a suitable fidelity bond at the expense of the Corporation that covers its officers and employees handling funds to the limits it shall determine to be reasonable for the safeguarding of corporate assets</b></p>

**ARTICLE XI**

**Indemnification of Directors, Officers, Employees, and Other Agents**

SECTION 11.01	<p><b><u>Definitions</u></b></p> <p><b>For the purposes of this section, "agent" means any person who is or was a director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under Section.</b></p>
SECTION 11.02	<p><b><u>Indemnification in Actions By Third Parties</u></b></p> <p><b>The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor, an action brought under Section 9243 of the California Nonprofit Religious Corporation Law, or an action brought by the Attorney General pursuant to Section 9230 of the California Nonprofit Religious Corporation Law) by reason of the fact that such person is or was an agent of the Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person believed to be in the best interests of the corporation or that the person had</b></p>

	<p>reasonable cause to believe that the person's conduct was unlawful.</p>
<p>SECTION 11.03</p>	<p><b><u>Indemnification in Actions By or in the Right of the Corporation</u></b></p> <p>The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Corporation, or brought under Section 9243, or brought by the Attorney General pursuant to Section 9230, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if the person acted in good faith, in a manner in which such person believed to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 11.03:</p> <ul style="list-style-type: none"> <li>(a) In respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;</li> <li>(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or</li> <li>(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.</li> </ul>
<p>SECTION 11.04</p>	<p><b><u>Indemnification Against Expenses</u></b></p>

	<p>To the extent that an agent of a corporation has been successful on the merits in defense of any proceeding referred to in Section 11.02 or 11.03 of this Article XI or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.</p>
SECTION 11.05	<p><b><u>Required Determinations</u></b></p> <p>Except as provided in Section 11.04 of this Article XI, any indemnification under this section shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in either Sections 11.02 or 11.03 of this Article XI, by:</p> <ul style="list-style-type: none"> <li>(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding;</li> <li>(b) Approval of the members (Section 5034), with the persons to be indemnified not being entitled to vote thereon; or</li> <li>(c) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the corporation.</li> </ul>
SECTION 11.06	<p><b><u>Advance of Expenses</u></b></p> <p>Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it is determined ultimately that the agent is entitled to be indemnified as authorized in this section.</p>
SECTION 11.07	<p><b><u>Other Indemnification</u></b></p> <p>No provision made by a corporation to indemnify its or its subsidiary's directors or officers for the defense of any</p>

	<p>proceeding, whether contained in the articles, bylaws, a resolution of members or directors, an agreement or otherwise, shall be valid unless consistent with this section. Nothing contained in this section shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.</p>
SECTION 11.08	<p><b><u>Forms of Indemnification Not Permitted</u></b></p> <p>No indemnification or advance shall be made under this section, except as provided in Section 11.04 or Section 11.05(c) of this Article, in any circumstance where it appears that:</p> <ul style="list-style-type: none"> <li>(a) It would be inconsistent with a provision of the articles, bylaws, a resolution of the members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred, or other amounts were paid, which prohibits or otherwise limits indemnification; or</li> <li>(b) It would be inconsistent with any condition expressly imposed by a court in approving a settlement.</li> </ul>
SECTION 11.09	<p><b><u>Insurance</u></b></p> <p>The Corporation shall have power to purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this section; provided, however, that a corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 9243 of the California Nonprofit Religious Corporation Law.</p>
SECTION 11.10	<p><b><u>Non-Applicability to Fiduciaries of Employee Benefit Plan</u></b></p> <p>This section does not apply to any proceeding against any trustee, investment manager or other fiduciary of an</p>

	<p><b>employee benefit plan in such person's capacity as such, even though such person may also be an agent as defined in Section 11.01 of this Article XI. The Corporation shall have the power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.</b></p>
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**ARTICLE XII**

**Amendments**

These Bylaws may be amended, altered, or changed by 2/3 vote of the membership of the corporation, provided that the meeting has been announced by the President at two services at least fourteen (14) days prior to the meeting.

**CERTIFICATE OF SECRETARY**

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of First Church of God of Los Angeles d/b/a Center of Hope, a California Non-Profit Religious Corporation; and
2. The foregoing Bylaws, comprising of 22 pages, constitutes the Bylaws of the Corporation as duly amended by a majority vote of its Members on December 1999, and updated April 18<sup>th</sup>, 2018.

IT WITNESS WHEREOF, I have hereunto subscribed my name this 18<sup>th</sup> day of April 2018.

Karen Washington, Secretary

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**Signature**