

**BYLAWS OF
CHONG WA BENEVOLENT ASSOCIATION**

**ARTICLE I
NAME**

The Association shall be known as Chong Wa Benevolent Association of the State of Washington at Seattle, Washington, U.S.A.

**ARTICLE II
ADDRESS**

The registered office of this Association is established at 522 7th Avenue South, Seattle, Washington, 98104, U.S.A.

**ARTICLE III
PURPOSE**

The purposes of the Association are to promote Chinese culture and general welfare within the community. Without limitation of the foregoing, the Association has the following specific purposes:

1. To establish communication and cooperation between the community, organizations, agencies and local government.
2. To foster the improvement, beautification, revitalization and preservation of Seattle's Chinatown.
3. To provide leadership in community issues.

**ARTICLE IV
MEMBERSHIP REQUIREMENTS**

Section 1 Membership

(1) General Membership

All persons who have resided in the state of Washington for two years, who are at least 18 years of age whose background, experience and interests indicate that they will support the purposes of the Association and are sponsored by two current members of the Board of Trustees may apply for membership. Membership shall be determined by a two-thirds vote of the Board of Trustees. Annual membership dues shall be determined by the Board of Trustees. Former members whose membership has lapsed due to nonpayment may be reinstated upon payment of the current annual dues. Each member in good standing shall

be entitled to one vote to elect the Board of Trustees and to vote on any matter ongoing before any general meetings.

(2) Board of Honorary Community Advisers

Community organizations satisfying the criteria and requirements of the Association as determined by the approval of two-thirds of the Board of Trustees may be placed on the Board of Honorary Community Advisers. The Board of Trustees and the Board of Honorary Community Advisers will meet semi-annually, or as may be necessary, to discuss Community issues.

Section 2 Certification of Membership

The Secretary's signed receipt for the annual membership due is the certificate of membership. The respective member's name, address, phone number and receipt number shall be entered in the membership register of the Association and shall be controlled by the Secretary

Section 3 Status of Membership

Annual membership dues shall be received by the Treasurer on or before September 30 of the year in order for a member to remain in good standing and be eligible to vote in the election of trustees.

Membership in the Association may be terminated for any action by the member which is detrimental to the best interests of the Association, failure to actively support Association purposes, or participate in Association activities. In the event that any such termination is contemplated, the Board of Trustees shall notify the member in writing of the reasons for the proposed action and of the time and place of the meeting of the Board of Trustees at which termination is being considered, ten days or more before such date.

ARTICLE V
RIGHTS AND OBLIGATIONS OF MEMBERS

The members of the Association shall:

1. Abide by the Bylaws of the Association.
2. Have the right to vote for the Board of Trustees and such other matters as provided for in these Bylaws.
3. Attend General Membership Meetings.

Article VI Meeting of Members

Section 1 Annual Meeting

The annual meeting of all the members shall be held the 1st Thursday of November at a place designated by the Board of Trustees. At this meeting, the members will elect Board of Trustees to succeed those whose terms expire, review annual reports and transact other businesses as they come up.

Section 2 Special Meetings

Special meetings of the membership for any purpose or purposes may be called at any time by the President of the Association or by request of ten (10) of the members of the Board of Trustees. The time and place for special meetings shall be designated by whoever requested the Special Meeting.

Section 3 Notice of Meetings

Written or printed notices stating the date, place, and hour of the meeting and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than fourteen (14) or more than fifty (50) days before the date of the meeting, either personally, by mail, electronic mail or as directed by the President or Secretary, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his or her address as it appears in the records of the Association, with postage thereon prepaid.

Section 4 Ballots

Election of the Trustees shall comply with Article XV, Election Procedures. The Board of Trustees may direct a vote by written ballot on any other matter.

**ARTICLE VII
BOARD OF TRUSTEES**

Section 1 Powers and Qualifications

The affairs of the Association shall be managed by the Board of Trustees who shall be elected from the general membership of the Association.

Section 2 Number of Trustees

The number of Trustees of the Association shall be Twenty-Five (25). The Board of Trustees may increase or decrease the number of Trustees, provided that no decrease in number shall have the effect of shortening the term of any incumbent. After the one year term of the initial Trustees, at the first annual

election meeting, the thirteen nominees receiving the highest number of votes shall be elected for a term of two years; the twelve or less nominees receiving the next highest number of votes, for a term of one year. Each such Trustee shall hold office for the term for which he or she is elected and may be re-elected and serve until his or her successor is elected. All successors to the first-elected Board of Trustees shall be elected to a term of two (2) years, except Trustees elected to fill vacancies shall serve as described in Section 5, below. Nothing herein set forth shall act as a bar against a Trustee's being re-elected for a new term. In the event of a tie vote, the winner shall be determined by vote of the current Board of Trustees by written ballot. If the vote of the Board of Trustees results in a tie, the winner shall be determined by the President. No more than two (2) members of an immediate family (grandparents, parents, children, grandchildren, spouses and siblings) may serve on the Board of Trustees.

Section 3 Executive Committee

The Officers of the Association as elected by the Board of Trustees shall constitute the Association's Executive Committee. The Executive Committee shall represent and exercise such authority of the Board of Trustees in the management of the Association as may be specified by the Board by resolution.

Section 4 Compensation

The Trustees as such shall not receive any compensation for their services as Trustees of the Association. By resolution of the Board of Trustees reimbursement can be authorized to Trustees for expenditures incurred in connection with their official duties. Nothing herein contained shall be construed to preclude any Trustee from serving the Association in any other capacity and receiving reasonable compensation in connection with the performance of personal services which are reasonable and necessary to carry out the exempt purposes of the Association.

Section 5 Vacancies

The Board of Trustees shall have the power to fill any vacancy on the Board except at expiration of tenure. The Member appointed to fill a vacancy shall be appointed to serve until the next annual meeting. Any Trustee appointed by the Board shall stand for election for the remainder of the specified term for such position at the next annual meeting.

ARTICLE VIII
MEETINGS OF THE BOARD OF TRUSTEES

Section 1 Annual Meeting

The annual meeting of the newly elected Board of Trustees shall be held after the annual membership meeting.

Section 2 Special Meetings

Special meetings of the Board of Trustees may be held at any place, any time, whenever called by the President, Vice President, or any five (5) or more Trustees. Board meetings may be conducted by telephone conference call, or similar means, upon proper notice.

Section 3 Monthly Board Meetings

The date, time and location of Monthly Meetings of the Board of Trustees shall be determined by the Board of Trustees.

Section 4 Notice of Meetings

Notice of the time and place of any special meetings of the Board of Trustees shall be given by the Secretary, or the person or persons calling the meeting, via mail, facsimile, or by personal communication over the telephone or otherwise, at least three (3) days prior to the meeting. Attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting. When a Trustee is not notified but attends a meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened then waiver of notice shall not apply. Neither the business to be transacted nor the purpose of any meeting of the Board of Trustees need to be specified in the notice of any waiver of notice of such meeting. Waiver of notice of meetings need not mention the purpose of said meeting or any intended business transactions.

Section 5 Quorum

A simple majority of the Board of Trustees shall constitute a quorum for the transaction of business. The act of the majority of Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees. At any meeting of the Board of Trustees at which a quorum is present, business may be transacted, except for matters concerning major building modifications or improvements, sale or transfer of properties and investment of properties, which the entire Board needs to participate, and comply with Article XII, Section 10.

Section 6 Presumption of Assent

A Trustee of the Association present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered into the minutes of the meeting or unless he/she files written dissent to such action with the person acting as the secretary of the meeting within 48 hours after the adjournment of the meeting. A Trustee who voted in favor of such action may not dissent.

ARTICLE IX
ACTION BY WRITTEN CONSENT

Any action required or permitted by the Articles of Incorporation or bylaws, or by the laws of the State of Washington, can be taken without a meeting if consent in writing, setting forth the action so taken, is signed by all of the members or Trustees entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote, and may be described as such.

ARTICLE X
WAIVER OF NOTICE

Whenever any notice is required to be given to any Trustee of the Board by the Articles of Incorporation or bylaws, or by the laws of the State of Washington, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE XI
OFFICERS

Section 1 Officers

The Officers of the Association shall be elected after a new Board of Trustees has been elected. The Officers of the Association shall be elected by and from the Board of Trustees. The Officers of the Association shall include a President, a Vice President, a Secretary, a Chinese Secretary, a Treasurer, an Assistant Secretary, an Assistant Chinese Secretary and an Assistant Treasurer, each of whom shall be annually elected by the Board of Trustees, and shall serve until his/her successor is duly elected and qualified. In addition to the powers and duties specified below the Officers shall constitute the Executive Committee of the Board and shall have such powers and perform such duties as the Board of Trustees may prescribe.

Section 2 The President

The President shall be the chief executive of the Association and, subject to the Board of Trustees' control, shall exercise the usual executive powers pertaining

to the office of President, and shall preside at all meetings of the board of Trustees and of the membership.

Section 3 The Vice President

The Vice President, in the absence or disability of the President, shall act as the President. The Vice President shall perform such other duties as assigned to him or her by the President or by the Board from time to time.

Section 4 The Secretary

It shall be the duty of the Secretary to keep records of the proceedings of the Board of Trustees and of the membership, to administer the membership register, and when requested by the President to do so, to sign and execute with the President all deeds, bonds, contracts and other obligations or instruments in the name of the Association, to keep the Association's seal, if any, and to affix the same to other proper documents.

Section 5 The Assistant Secretary

It shall be the duty of the Assistant Secretary to assist the Secretary in carrying out the duties and responsibilities of the Secretary.

Section 6 The Chinese Secretary

The Chinese Secretary shall be charged with drafting of documents, and receiving and dispatching of correspondence in Chinese as needed.

Section 7 The Assistant Chinese Secretary

It shall be the duty of the Assistant Chinese Secretary to assist the Chinese Secretary in carrying out the duties and responsibilities of the Chinese Secretary.

Section 8 The Treasurer

The Treasurer shall have the care and custody of and be responsible for all funds and investments of the Association, and shall cause to be kept regular books of account. He or she shall cause to be deposited all funds and other valuable effects of the Association in such depositories as may be designated by the Board of Trustees. In general, he/she shall perform all of the duties incident to the office of the Treasurer.

Section 9 The Assistant Treasurer

It shall be the duty of the Assistant Treasurer to assist the Treasurer in carrying out the duties and responsibilities of the Treasurer.

Section 10 The Auditors

The Board of Trustees shall appoint two (2) Auditors from the Board who shall be responsible for auditing all the accounts of the Association and, upon each audit shall vouch for the accounts by signing their names thereto.

Section 11 Vacancies

Vacancies in any office arising from any cause shall be filled by the Board of Trustees at any regular or special meeting.

Section 12 Removal

Any Officer elected or appointed may be removed by the Board of Trustees whenever in its judgment the best interests of the association will be served thereby.

Section 13 Term Limitation

- (1) Officers of the Association shall serve for a full 2-year term and may be re-elected.
- (2) Services in the office of the President shall be limited to two (2) consecutive elected terms.

ARTICLE XII
ADMINISTRATIVE AND FINANCIAL PROVISIONS

Section 1 Annual Dues

The annual membership dues for members of the Association shall be determined by the Board of Trustees and is payable in advance.

Section 2 Accounting Period

The accounting period of the Association shall be the calendar year.

Section 3 Loans Prohibited

No loans shall be made by the Association to any officer, member or Trustee.

Section 4 Books and Records

The Association shall keep current and complete books and records of account and shall keep minutes of its proceedings.

Section 5 Amendment of Bylaws

These bylaws may be amended, added to, or deleted by the Board of Trustees. Any change in the bylaws shall require a three-quarters (3/4) vote of the Board of Trustees.

Section 6 Rules of Procedure

The rules of procedure at meetings of the Board of Trustees of the Association shall be the rules contained in Roberts' Rules of Order on Parliamentary Procedure, as amended, so far as applicable and when not inconsistent with the by-laws, the Articles of Incorporation, or with any resolution of the Board of Trustees.

Section 7 Prohibition Against Sharing in Corporate Earnings

No trustee, officer, employee or Other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Association, provided that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Association in effecting any of its purposes as shall be fixed by the Board. of Trustees, and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Association.

Upon the dissolution or winding up of the affairs of the Association, whether voluntary or involuntary, The Board of Trustees after making provision for the payment of all the liabilities of the Association, shall adopt a plan of distribution pursuant to RCW 24.03.225, as may be amended, which provides for the distribution of all of the assets of the Association either by direct distribution of by distribution to one or more charitable, religious, scientific, testing for-public safety, literary or educational organizations which would qualify under Section 501(c)(3) of the Internal Revenue Code of 1986 and the Regulation thereunder as they now exist or as they may be amended, and contributions to which are deductible under Section 170(c) of such code and Regulations, as the Board of Trustees may determine₁ or subject to and order of the Superior Court of the State of Washington.

Section 8 Investments

The Association shall have the right to retain all or any part of any security or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Trustees without being restricted to the class of investments which a trustee is or may hereafter be permitted by law to make or any similar restriction, provided, however, that no action shall be taken by or on behalf of the Association if such action Constitutes

an act of self-dealing as defined in Section 4941(d) a jeopardizing investment as defined in Section 4944, or results in excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986 and the Regulations thereunder as they now exist or as they may be amended.

Section 9 Income and Expenditures

1. INCOME. The Association shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, and the Regulations thereunder as they no exist or as they may be amended.
2. EXPENDITURES. The Association shall not make any expenditures which are "taxable expenditures" within the meaning of Section 4945 of the Internal Revenue Codes and the Regulations thereunder as they now exist or as they may be amended.

Section 10 Property of the Organization

Any sale, assignment, or transfer of ownership of real property owned by the Association shall require the approval of all members of the Board of Trustees.

ARTICLE XIII EXEMPT ACTIVITIES

Notwithstanding any other provision of these Bylaws, no trustee, officer, employee or representative of this Association shall take any action or carry on any activity by or on behalf of the Association not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as they now exist or as they may be hereafter be amended.

ARTICLE XIV CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1 Checks

All checks issued in the name of the Association shall be signed by the Treasurer and countersigned by the President or authorized signatory.

Section 2 Funds

All funds of the Association shall be deposited without delay to the credit of the Association in such institutions as the Board of Trustees shall select.

Section 3 Gifts

The Board of Trustees may accept, on behalf of the Association, any contributions, gifts, bequest, or devises for the general or specific purposes of the Association.

Section 4 Contracts

The Board of Trustees, except as provided in these Bylaws, may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to a specific instances and unless so authorized by the Board of Trustees, no officer, agent or employee shall have any power or authority to pledge its credit, or render it liable pecuniarily for any purpose or to any amount.

ARTICLE XV ELECTION PROCEDURES

Section 1 Slate of Nominees

A committee appointed by the Board shall establish a set of election procedures and recommend a slate of nominees prior to the annual election. Nomination may also be made from the floor prior to the annual election, provided the nominees are in good standing in the Association and are approved by the Board.

Section 2 Additional Board Members

Additional Board members may be elected to fill vacancies by majority vote of the Board of Trustees.

Section 3 Recall

Members of the Board of Trustees are subject to recall or removal as provided by RCW 24.03.103.

Section 4 Tie Votes

In the event of a tie vote, the winner shall be determined by the vote of the current Board of Trustees by written ballot. If the vote of the Board of Trustees results in a tie, the winner shall be determined by the President.

ARTICLE XVI
INDEMNIFICATION

Section 1 Right to Indemnification

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding") by reason of the fact that he or she is or was a Trustee or officer of the Association or that being or having been such a trustee or officer or an employee of the Association, he or she is or was serving at the request of the Association as a Trustee, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "indemnatee"), whether the basis of the proceeding is alleged action in an official capacity as such a Trustee, trustee, officer, employee or agent or in any other capacity while serving as such a Trustee, trustee, officer, employee or agent, shall be indemnified and held harmless by the Association to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such indemnatee in connection therewith, and such indemnification shall continue as to an indemnatee who has ceased to be a Trustee, officer, employee or agent and shall inure to the benefit of the indemnatee's heirs, executors and administrators provided, however, that no indemnification shall be provided to any such indemnatee if the Association is prohibited by the nonexclusive provisions of the Washington Nonprofit Corporation Act or other applicable law as then in effect from paying such indemnifications; and provided, further, that except as provided in subparagraph 2 of this Article with respect to the proceedings seeking to enforce rights to indemnification, the Association shall indemnify any such indemnatee in connection with the proceeding (or part thereof) initiated by such indemnatee only if a proceeding (or part thereof) was authorized or ratified by the Board of Trustees. The right to indemnification conferred in this subparagraph 1 shall be a contract right and shall include the right to be paid by the Association the expenses incurred in defending any proceeding in advance of its final disposition (hereinafter an "advancement of expenses"). Any advancement of expenses shall be made only upon delivery to the Association of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnatee, to repay all amounts so advanced if it is determined by the final judicial decision from which there is no further right to appeal such indemnatee is not entitled to be indemnified for such expenses under this subparagraph 1 and (1) upon delivery to the Association of a written affirmation (hereinafter an "affirmation") by the indemnatee of his or her good faith belief that such indemnatee has met the standard conduct necessary for indemnification by the Association pursuant to this Article, or (2) upon such determination

(hereinafter a "Determination") as may be permitted or required by the Washington Nonprofit Corporation Act or other applicable law.

Section 2 Right of Indemnitee to Bring Suit

If a claim under subparagraph 1 of this Article is not paid in full by the Association within sixty (60) days after a written claim has been received by the Association, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days; the indemnitee may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim. If successful in whole or in part, in any suit or in a suit brought by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. The indemnitee shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for an advancement of expenses, where the required undertaking and affirmation or determination has been tendered to or made by the Association) and thereafter the Association shall have the burden of proof to overcome the presumption that the indemnitee is so entitled. Failure of the Association (including the Board of Trustees or independent legal counsel) to make a determination of the merit of the suit or negative or a negative determination by the Association prior to the commencement of such suit that indemnification to the indemnitee is proper in the circumstances nor an actual determination by the Association (including the Board of Trustees and independent legal counsel) that the indemnitee is not entitled to the indemnification shall be a defense to the suit or create a presumption that the indemnitee is not so entitled.

Section 3 Nonexclusivity of Rights

The right to indemnification and the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation or Bylaws of the Association, general or specific action of the Board of Trustees, contract or otherwise.

Section 4 Insurance, Contracts and Funding

The Association may maintain insurance, at its expense, to protect itself and any Trustee, officer, employee or agent of the Association or another corporation, partnership, joint venture, trust or other enterprise against any expenses, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under the Washington Nonprofit Corporation Act. The Association may enter into contracts with any Trustee, officer, employee or agent of the Association in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other

means (including; without limitation, a letter of credit) to insure the payment of such amounts as may be necessary to effect indemnification as provided in the Article.

Section 5 Indemnification of Employees and Agents of the Association

The Association may, by action of the Board of Trustees, grant rights to indemnification and advancement of expenses to employees and agents of the Association with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of the Trustees and officers of the Association or pursuant to rights granted pursuant to, or provided by the Washington Nonprofit Corporation Act or otherwise.

ARTICLE XVII
SEVERABILITY

If a court of competent jurisdiction shall adjudge to be invalid or unconstitutional any clause, sentence, paragraph, section or part of these bylaws, such judgment or decree shall not affect, impair, invalidate or nullify the remainder of these bylaws, but the effect thereof shall be confined to the clause, sentence, paragraph, section or part of these bylaws so adjudged to be invalid or unconstitutional.

APPROVED by the General Members this 20th day of December, 2009.