

**Catalina Foothills Association, Inc.
2024 Amended and Restated Bylaws**

Catalina Foothills Association, a nonprofit corporation organized and existing under the laws of Arizona (the “**Corporation**”)

DOES HEREBY CERTIFY:

A. That the Board of Directors (the “**Board of Directors**” and each a “**Director**”), determining it to be in the best interest of the Corporation and its Members to amend the Bylaws of the Corporation as previously amended (the “**Bylaws**”) to allow the Board of Directors to create independent advisors to committees, duly adopted the following resolutions (the “**Advisor Amendment**”) at the regular meeting of the Board of Directors held in September, 2023:

1. Creation of Independent Advisors to Committees.

WHEREAS, the Board of Directors believes that it would provide the Corporation with additional expertise and assistance in furtherance of the Corporation’s objectives and business to allow individuals consisting of persons possessing unique skills and expertise who are not otherwise admitted to the Board of Directors as Directors (each such person, an “**Advisor**”) to serve on Board of Directors committees.

WHEREAS, the Board of Directors believes that it is in the best interest of the Corporation and the Board of Directors to also use the position of Advisors to evaluate Advisors for possible invitation to serve as Members of the Board of Directors, and that, as a general practice, individuals should not be invited to join the Board of Directors unless they have previously served as an Advisor, or have previously served on the Board of Directors, or where at least one officer of the Board of Directors have an existing relationship with such individual.

WHEREAS, in order to provide such Advisors with the same rights to indemnification as Directors, the Board of Directors believes

that the Corporation's Bylaws should be amended to specifically provide for independent advisors to the Board of Directors for purposes of serving on committees.

WHEREAS, in order to maximize the effectiveness of Advisors, the Board of Directors believes that it is in the best interest of the Board of Directors and the Corporation to allow Advisors to vote on matters before the committees on which they serve, and, for such purposes to be considered "limited Members of the Board of Directors."

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Bylaws of the Corporation are amended to include the following new **Article II, Section 6**:

Section 6. Independent Advisors to Committees. The Board of Directors may, from time to time, at its discretion, invite persons ("**Advisors**") who are not Directors to serve on one or more Committees of the Board of Directors, and to use such opportunity to evaluate and determine whether to invite such Advisors to join the Board of Directors as Directors. Advisors may be invited to serve on one or more committees either by: (i) unanimous approval of the Directors serving on such committee wishing to add such Advisor, (ii) a majority of a quorum of the governance committee, or (iii) majority approval of the Board of Directors. Provided that such Advisor has entered into a Committee Member Agreement in substantially the form attached hereto as **Exhibit A**, ("**Advisor Agreement**") such Advisor will be entitled to the same rights of indemnification contained in **Article X** of these Bylaws as are available to Members of the Board of Directors. Subject to having entered into an Advisor Agreement, Advisors will have the right to participate and vote on matters considered by the committee(s) on which they serve—including whether to recommend particular action to the Board of Directors—and will be included when calculating whether a quorum is present for purposes of committee meetings but will not otherwise be entitled to participate as a Director.

B. That the Board of Directors at the regular meeting of the Board of Directors held in December, 2023, being made aware that pursuant to Arizona Revised Statutes § 33-1812 proxy voting of members of a neighborhood association such as the Catlina Foothills Association is not permitted under Arizona law, determined it to be in the best interest of the Corporation and its Members to amend the Bylaws to remove any right or reference to proxy voting included therein (the “**Proxy Amendment**”).

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Bylaws of the Corporation are amended to remove any right or reference to proxy voting contained therein and that the 2024 Amended and Restated Bylaws will reflect such changes throughout.

C. That the Bylaws of the Corporation as first adopted in 1959, and as subsequently duly amended by: (i) that certain amendment adopted at the January 1993 Annual Meeting, (ii) that certain amendment adopted at the January 1996 Annual Meeting, (iii) that certain Amendment adopted at the January 2004 Annual Meeting, (iv) that certain Amendment adopted May 2015 as ratified at the January 2016 Annual Meeting, (v) that certain Amendment adopted at the January 2020 Annual Meeting, and (vi) that certain Amendment adopted at the January 2023 Annual Meeting (the “**Prior Amendments**”) are hereby amended and restated in their entirety for readability and to incorporate those Prior Amendments, together with the Advisor Amendment adopted by the Corporation’s Board of Directors at its September 2023 Meeting, and the Proxy Amendment adopted by the Corporation’s Board of Directors at its December 2023 Meeting, which Advisor Amendment and Proxy Amendment will be presented to the Membership at the January 2024 Annual Meeting for approval of the Membership. In the event the Advisor Amendment and/or Proxy Amendment is rejected by the Membership, in accordance with applicable law and/or the Bylaws, the Board of Directors will cause an amendment to these Bylaws to be recorded memorializing the same.

IN WITNESS WHEREOF, the undersigned officer of the Board of Directors certifies that these Amended and Restated Bylaws accurately reflect the Bylaws as previously amended by the Prior Amendments and as amended by the Advisor Amendment and are

otherwise true and correct and are submitted for recording in compliance with applicable law.

 Signature

T. WILLIAM PEN III Printed Name

VICE PRESIDENT Title

MARCH 13, 2024 Date

A true and correct copy of the 2024 Amended and Restated Bylaws follows.

2024 Amended and Restated Bylaws
of
Catalina Foothills Association, Inc.
an Arizona nonprofit corporation
First adopted 1959, as subsequently amended

I. OFFICERS OF THE CORPORATION

1. Officers: The officers of this Corporation shall be a President, a Vice President, a Treasurer, and a Secretary, who shall be elected by the Board of Directors at their first meeting in each year following the annual meeting of the regular Members of the Corporation. The duties of the Treasurer and/or Secretary may be delegated to a non-Director who will work directly under the supervision of the Board of Directors Treasurer and/or Secretary.
2. Vacancy in Office: In case a vacancy or vacancies shall occur in any of said offices, the office may be filled for the remainder of the unexpired term by the vote of a majority of the entire Board of Directors at any meeting.
3. Absence or Disability of Officers: The Board of Directors may, in case of the absence of any officer or disability to perform his duties, or for any other reason deemed sufficient by the Board of Directors, delegate the power and duties of such officer to any other Director, or to any Member a majority of the entire Board of Directors concurs.
4. Other Officers or Agents: The President, with the approval of the Board of Directors, may appoint other officers or agents as the Board of Directors may deem necessary, who shall hold office during the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board of Directors.
5. Compensation of Officers: No officer of this Corporation shall receive any compensation for her or his services to the Corporation.

II. BOARD OF DIRECTORS

1. Duties and Composition of Board of Directors: The Board of Directors shall consist of up to eighteen (18) persons as determined by the Board of Directors from time to time. It shall be the duty of the Board of Directors to manage the affairs of the Corporation; to receive and pass upon the reports of the President, Secretary and Treasurer; to audit all bills and accounts against the Corporation; and to direct the officers thereof in the general conduct and business of the Corporation. The Board of Directors shall have the control of any books, papers, or documents of the Corporation in the hands of the officers.

2. Qualifications of Directors: Any person will be eligible to be a Director of this Corporation who is a Member (per **Article VI**), the spouse of, or an authorized representative of a Member, and who, at the time of assuming the duties of Director, maintains his or her principal place of residence within the area from which the Corporation draws its Membership, as described in its Articles of Incorporation; and the forfeiture of such residency by a Director shall operate as a resignation from his or her directorship and create an immediate vacancy therein. Persons residing in Catalina Foothills Estates No. 1, No. 2, No. 3, No. 4, No. 5, and No. 6, must also be in compliance with their respective Declarations (CCRs) (as applicable – not all lots being encumbered by CCRs).

3. Term of Directors: Directors shall serve for a term of three (3) years. Directors shall hold office for no more than two (2) consecutive terms. Having served two (2) consecutive terms, that Director shall be ineligible for further election until the next annual meeting of the association taking place twelve (12) months following the expiration of the Member's second consecutive term. If a new Director starts before the board breaks for summer, their three-year term would start in January of the same year, but if the Director starts after the summer break, their three-year term will be deemed to start in January of the following year.

4. Attendance at Board of Directors Meetings: Director who fails to attend two (2) consecutive meetings of the Board of Directors without valid excuses shall be considered to have forfeited his position as a Director without any formal action being required by the Board of Directors, and may be reinstated only by a majority vote of the Board of Directors.

5. Vacancies in Directorships: In case a vacancy or vacancies shall occur on the Board of Directors, the directorship so vacated may be filled for the remainder of the unexpired term by the vote of a majority of the Directors remaining in office.

6. Independent Advisors to Committees: The Board of Directors may, from time to time, at its discretion, invite persons ("**Advisors**") who are not Directors to serve on one or more Committees of the Board of Directors, and to use such opportunity to evaluate and determine whether to invite such Advisors to join the Board of Directors as Directors. Advisors may be invited to serve on one or more committees either by: (i) unanimous approval of the Directors serving on such committee wishing to add such Advisor, (ii) a majority of a quorum of the governance committee, or (iii) majority approval of the Board of Directors. Provided that such Advisor has entered into a *Committee Member Agreement* in substantially the form attached hereto as **Exhibit A**, ("**Advisor Agreement**") such Advisor will be entitled to the same rights of indemnification contained in **Article X** of these Bylaws as are available to Directors. Subject to having entered into an Advisor Agreement, Advisors will have the right to participate and vote on matters considered by the committee(s) on which they serve—including whether to recommend particular action to the Board of Directors—and will be included when calculating whether a quorum is present for purposes of committee meetings but will not otherwise be entitled to participate as a Director.

III. DUTIES OF OFFICERS

1. Duties of President: It shall be the duty of the President to preside at all meetings of the Members and Directors of the Corporation. Subject to the direction of the Board of Directors, the President shall be the chief executive officer of the Corporation and shall perform such other duties as from time to time may be assigned to her or him by the Board of Directors. The President shall be, ex-officio, a voting Member of all committees.

2. Duties of the Vice President: It shall be the duty of the Vice President, in case of absence, sickness, or other disability preventing the President from performing the duties of such office, to perform and discharge the duties and functions of the President.

3. Duties of Secretary: Subject to the direction of the Board of Directors, it shall be the duty of the Secretary to provide proper notice of all meetings to the Members of the Corporation and to the Board of Directors; to attend all such meetings and act as the clerk thereof; to keep, record, sign and preserve the minutes of all meetings of the Members and Directors in appropriate records; to perform like duties for any committees when required; to have the custody of the corporate seal; to attest and affix the seal to all contracts and other instruments of writing required by law to be executed by her or him or under the corporate seal of the Corporation; to have, charge, and preserve all papers and documents of the Corporation not properly belonging to the custody of the Treasurer; to perform, in general, all such duties as usually pertain to the office of Secretary; to perform such other duties as may be assigned specifically to her or him by the Board of Directors; and to attend to the filing of all papers and reports required by law.

4. Duties of Treasurer: The Treasurer shall be the custodian of the funds of the Corporation and of all securities, valuable papers and documents connected with and pertaining to the business of the Corporation. Such documents shall be kept in such manner as may be ordered by the Board of Directors. The Treasurer shall disburse the funds of the Corporation and account for all funds on hand or disbursed, which records shall be accessible for inspection by the Board of Directors whenever it may require and shall render to the Board of Directors, at each regular Board of Directors meeting, an account of all transactions and the financial condition of the Corporation, and perform such other duties as may be prescribed by the Board of Directors. At the pleasure of the Board of Directors, the Treasurer may be required to give a good and sufficient bond for the faithful performance of his other duties.

IV. MEETING OF BOARD OF DIRECTORS

1. Regular Meetings: The Board of Directors shall meet at least quarterly for the transaction of business at the call of the President.

2. Special Meetings: Special meetings of the Board of Directors may be called by the President or any three (3) Members of the Board of Directors for any time and place,

provided reasonable notice of such meetings shall be given to all available Members of the Board of Directors before the time appointed for such meeting.

3. Quorum – Board of Directors: At all meetings of the Board of Directors, a simple majority of Directors shall be required to constitute a quorum.

4. Order of Business: The order of business of any meeting of the Board of Directors shall be as it may be determined at the time.

V. MEMBERSHIP MEETINGS OF THE CORPORATION

1. Annual Membership Meeting: The regular annual meeting of the Members (defined in Section VI 1 below) of the Corporation for the election of Directors shall be scheduled any evening during the month of January of each year. Ten days' notice should be given to the Membership prior to the meeting (or such greater time as may be required under applicable law).

2. Special Membership Meetings: Special meetings of the duly enrolled Members of this Corporation may be authorized any time by resolution of the Board of Directors, or upon the written request of not fewer than twenty-five (25) of the regular Members, or otherwise as may be provided by law.

3. Notice of Membership Meetings: A written or printed notice of all authorized annual or special meetings of the Members shall be prepared by the Secretary of the Corporation indicating the time and place thereof, and be mailed to the last known post office address of the corporate record of each Member at least ten (10) days before the date of such meeting. No publication of such notice shall be necessary except as may be required by law. All notices of special meetings shall state the objects of the meeting, and no business shall be transacted at any special meeting except the stated in the notice thereof. To the extent allowable under applicable law, the Corporation may post notice of Meetings on the Corporation's website.

4. Quorum – Membership Meetings: At all duly called annual or special meetings of the Members, official business may be conducted so long as at least twenty-five (25) Members are present in person.

5. Voting - Membership Meetings: Every enrolled Member may vote to the extent hereinafter provided, in person, at every Membership meeting upon every question submitted to vote.

6. Election of Directors: At least thirty (30) days prior to the holding of the Annual Membership Meeting, the Board of Directors shall appoint a Nominating Committee which shall establish its slate of nominees for each of the five (5) or more directorships which will be commencing new terms, and said slate shall be sent to the Membership with the notice of said meeting. Additional nominations may be received at the Annual Membership Meeting. The election of Directors shall be by written ballot and each

Member of record (as hereinafter defined) shall be entitled to cast one (1) vote to fill each of said five (5) or more directorships.

7. Order of Business – Membership Meetings: The order of business at all meetings of the Members of the Corporation shall be as follows:

- a. Roll Call of Members to establish a quorum
- b. Proof of due notice of meeting
- c. Reading and disposition of any unapproved minutes
- d. Reports of officers and committees
- e. Election of Directors, if an Annual Meeting
- f. Unfinished business
- g. New business
- h. Adjournment

VI. MEMBERSHIP

1. Eligibility: Any person or persons holding record title of a subdivided and platted lot or resubdivided portion of a lot which is within, or which to any extent abuts, the subdivided real estate areas now or sometimes designated “Catalina Foothills Estates No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, No. 7, No. 8, No. 9,” being real property situated in Pima County, Arizona, will be entitled to Membership in this Corporation, and to attend all meetings of the Corporation, provided he or she remits the dues established and requested in accordance with these Bylaws (each such person, a “**Member**”).

2. Voting Privilege: Each Member possesses full voting privilege on each and every issue raised at any regular or special meeting of Members, provided that the dues for each such Membership have been remitted as required by these Bylaws. (No more than one (1) vote will be recognized for any one (1) such subdivided and platted lot or resubdivided portion of a lot. Where there is joint or multiple ownership of any such lot or portion of a lot, there shall be nevertheless be but one (1) Member recognized in this Corporation, and its voting privilege may only be exercised when cast by an owner or record whose authority is not challenged).

VII. MEMBERSHIP DUES

1. Annual Dues: Subject to applicable law, the annual Membership dues of the Corporation for the ensuing fiscal year shall be set by the Board of Directors at least

thirty (30) days before the end of the fiscal year, so that notice of same may be given to the Membership prior to the Annual Meeting of Members.

2. Collection of Dues: It shall be the duty of the Secretary to notify all Members of the organization of the amount of the annual dues at the same time as the notification of the time and place of the regular Annual Meeting of Members. Said dues are payable immediately upon receipt of the request therefore, and if not paid within sixty (60) days of such request, the Membership is in default and shall be thereupon forfeited, subject to reinstatement upon terms to be set by the Board of Directors.

3. Mandatory Dues Assessments: A Mandatory Dues Assessment is established to each property owner within Catalina Foothills Estates No. 1, No. 2, No. 3, No. 4, No. 5, and No. 6, with attached Declarations (CC&Rs), to be made payable to the Catalina Foothills Association.

4. Change in Membership: Termination or forfeiture of Membership shall not entitle a Member to any refund, nor shall the commencement of a new Membership oblige the Corporation to pro-rate or discount dues payable therefor.

VIII. EXECUTIVE COMMITTEE

1. Executive Committee Appointment and Powers: An Executive Committee may be appointed by the President to consist of five (5) Members of the Board of Directors. During the intervals between meetings of the Board of Directors, said committee shall possess, and may exercise, all of the powers of the Board of Directors on matters in which specific directions shall not previously have been given by the Board of Directors. All actions of the Executive Committee shall be reported to the Board of Directors at its next meeting following such action and shall be subject to its alterations, or repeal.

2. Other Committees: The President, with the approval of the Board of Directors, may appoint such other committees as are deemed appropriate.

IX. BUSINESS POLICIES

1. Fiscal Year: The fiscal year of the Corporation shall start January 1 of each year and shall end December 31 of the same year.

2. Depository of Funds: The funds of the Corporation shall start January 1 of each year and shall end December 31 of the same year.

3. Corporate Seal: The Board of Directors shall provide a suitable seal containing the name of the Corporation and the words "Arizona" and "Seal," and said seal shall remain in the custody of the Secretary. Notwithstanding the foregoing, to the extent such is not required under applicable law, the Corporation may elect not to use such seal.

4. Execution of Written Documents: All written obligations of the Corporation, including acceptances, contracts, agreements, deeds and all other instruments of writing, shall be signed with the corporate name by the President, or in her or his absence the Vice President, unless prior specific authority to sign specific documents for a specified purpose shall have been given to other officers or agents by the Board of Directors. The Secretary shall countersign, attest, and affix the corporate seal on such documents as are required by law to be executed by her him or under the corporate seal.

5. Checks: All checks drawn on the corporate fund shall be signed with the corporate name by the Treasurer and countersigned by the President or in her or his absence by the Vice President; and, in the absence of the Treasurer, any Director may sign in her or his stead.

X. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Board of Directors of the Corporation is authorized, regardless of the adverse interest of any or all of the Directors, then in office, to indemnify and reimburse each Director, officer, agent or employee of the Corporation, and her or his heirs, and personal representatives, for expenses, including attorney's fees) and for such amount of any judgment, money decree, fine, penalty or authorized settlement for which she or he may have become liable or could become liable, as the Board of Directors shall deem reasonable and properly incurred by her or him in connection with the defense or reasonable settlement of any claim, action, suit or proceeding in which she or he is made a party by reason of being, or having been a Director, officer, agent or employee of the Corporation, excepting only in relation to matters as to which she or he is finally adjudged in such action, suit or proceeding to be liable for misconduct in the performance of her or his duties as such Director, officer, agent or employee.

XI. BYLAWS – INTERPRETATION AND AMENDMENT

1. Interpretation: The Board of Directors shall have the full power and authority to interpret these Bylaws, and its decision on all questions shall be final, binding and conclusive.

2. Amendment by Members: These Bylaws, or any paragraph or section thereof may be amended or repealed in whole or in part by a majority vote of the Members present at any annual or special Membership meeting called in accordance with **Article V, Section 3** of these Bylaws.

3. Amendment by Board of Directors: The Board of Directors, by a majority vote, may amend or repeal these Bylaws, or any part thereof, at any regular or special meeting of the Board of Directors, subject to vote within twelve (12) months by the Members at a meeting to be called in accordance with **Article V, Section 3**, of these Bylaws.

XII. CONFLICT OF INTEREST

1. If a Director, or that Director's family, or employer, or a person with whom the Director has a close personal or professional relationship, has a financial/business interest, any other pecuniary interest and/or personal endeavor in promoting a position that is presented to the Board of Directors or any of its committees for consideration and decision, a conflict of interest will be deemed to exist. Family is defined as the immediate family of the Director, including spouse, children, stepchildren, grandchildren, those who share a residence with the Director, and parents and spouses of the above-named persons. Any Director who has a conflict of interest shall:

- a. Disclose the conflict to the committee and Directors within seven (7) days.
- b. Immediately withdraw from participation on the committee involved with the conflicted issue.
- c. Withdraw from deliberation and voting on the issue before the Board of Directors.

EXHIBIT A
CFA Committee Member Agreement

This CFA Committee Member Agreement (this “**Agreement**”) is made and to be performed in Tucson, Arizona as of {DATE} (the “**Effective Date**”) by and between the undersigned individual (“**Committee Member**”) and The Catalina Foothills Association, Inc., an Arizona nonprofit corporation (“**CFA**”). Committee Member and CFA may be referred to herein as the “**Parties**” or each, individually, as a “**Party.**”

Background

The Parties acknowledge and agree that the following background information is true and correct and constitutes an integral part of this Agreement.

- A.** The Board, on behalf of CFA, desires to avail itself of Committee Member’s knowledge and expertise, and Committee Member wishes to provide services to CFA and its Board as an independent advisor serving on one or more committees of the Board (as designated on the signature page hereto, each, a “**Committee**”), pursuant to the terms and conditions specified in this Agreement.

Agreement

NOW THEREFORE, the Parties hereto, intending to be legally bound, agree upon the following terms of Committee Member’s relationship with CFA:

1. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of at least one year, concluding on the next occurring December 31 after no fewer than twelve months (the “**Term**”), unless earlier terminated as provided herein. Notwithstanding the foregoing, the terms and conditions of this Agreement will continue for so long as Committee Member continues to serve on any Board Committee regardless of whether this Agreement has been formally extended by the Parties. Certain obligations of the Parties arising hereunder will continue beyond the expiration or termination of this Agreement as expressly provided herein.
2. Compensation. Committee Member agrees that Committee Member is not entitled to any remuneration whatsoever under or as a result of this Agreement except for the indemnification obligations of CFA in accordance with the terms of this Agreement.
3. Fiduciary Duty. Committee Member hereby acknowledges and agrees that during the Term, Committee Member has a fiduciary duty to CFA. Committee Member’s fiduciary duty is an obligation and duty to act in the best interests of CFA at all times and includes the duty of loyalty and reasonable care with the assets, reputation, and goodwill of CFA.

4. Confidentiality. Committee Member acknowledges that as a CFA, CFA may share sensitive, proprietary, or confidential information with Committee Member including, but not limited to, sensitive issues whether of a financial, personal, or other nature or that Committee Member may, as a result of serving as a Committee member, receive unsolicited sensitive, proprietary, or confidential information from members of the CFA community. Accordingly, both during and after the Term, Committee Member covenants and agree to keep all matters and information obtained as a result of serving as a Committee Member, whether from CFA, the Board, CFA administration, or members of the CFA community—whether disclosed as a result of Committee Member being a Committee member or otherwise, strictly confidential and not share such information with anyone other than a member of the Board, the Executive Director, or Committee Member's or CFA's attorney where such attorney understands that she or he is receiving such information in his or her capacity as attorney for such Committee Member or CFA.

A Committee Member duty of confidentiality survives the resignation or termination of service as a Committee Member.

5. Conflict of Interest. Committee Member shall timely disclose any duality or possible conflict of interest (each, a “**Conflict**”) on the part of Committee Member to the other members of the Committee(s) on which Committee Member sits, the president of the Board, or to the Executive Director and request that such Conflict be made a matter of record. Committee Member having a Conflict on any matter shall not vote or use Committee Member's personal influence on the matter and will not be counted in determining the quorum for the meeting, even were it permitted by law. The minutes of any meeting related to such Conflict shall reflect that a disclosure was made as well as the abstention from voting. The foregoing requirement will not be construed as preventing Committee Member from briefly stating Committee Member's position in the matter or from answering questions of other Committee members.
6. No Adverse Action. Committee Member hereby covenants and agrees during the Term not to act in any manner adverse or contrary to the interests of CFA. CFA is entitled to the best efforts of Committee Member and Committee Member shall exercise all skill, care, and diligence at such Committee Member's disposal when acting in connection with any duties as a Committee member.
7. Standards. Committee Member acknowledges that Committee Member will be held to the highest standard of honesty and full disclosure in regard to CFA and the Board and must not obtain any personal benefit at the expense of CFA.
8. Services. Committee Member covenants to regularly attend all meetings of the Committees on which she or he has agreed to serve as such may be scheduled from time to time, whether in person, telephonically, or via digital or similar means, and to actively participate in such meetings and to take such other

actions as may be reasonably requested by the Committee(s) between such meetings. Committee Member will be entitled to vote on matters considered by such Committee(s) on which Committee Member serves except as prohibited under **Section 5**. Committee Member will not otherwise be deemed to be a member of the Board, have a right to attend Board meetings, vote on Board matters, or have any authority to bind CFA. Committee Member is not authorized to act on behalf of CFA or the Board and shall only take such actions as a Committee member as expressly requested by the chair of such Committee, the president of the Board, or the Executive Director.

9. **Non-Disparagement**. Committee Member agrees not to make negative comments or otherwise disparage CFA, or any of its Board, faculty, administration, students, or services provided other than in truthful testimony given in response to a lawful subpoena or similar court or governmental order. CFA agrees that its administration and Board, will not make negative comments or otherwise disparage Committee Member other than in truthful testimony given in response to a lawful subpoena or similar court or governmental order.
10. **Indemnification**. CFA is grateful for the voluntary nature of the services to be provided by Committee Member. CFA agrees that, in connection with Committee Member's service as a Committee member, the Recipient will be entitled to the same rights of indemnification as Committee Member would possess if Committee Member were a member of the Board.
11. **Entire Agreement**. This Agreement contains the final, complete, and exclusive agreement of the Parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to said subject matter. This Agreement may not be changed, modified, amended, or supplemented except by a written instrument signed by both Parties.
12. **Counterparts**. This Agreement may be executed in counterparts (including by fax, email, or other electronic means) each of which will be deemed an original (whether stored in electronic or print format) but all of which together will be deemed to be one and the same instrument.

Signature Page to CFA Committee Member Agreement

IN WITNESS WHEREOF, the parties have, by duly authorized persons, executed this Agreement as of the Effective Date.

By my signature appearing below, and in consideration of serving as a Committee Member, I do hereby represent and warrant that I have read and understood this **CFA Committee Member Agreement**, have had opportunity to review and discuss this Agreement with counsel of my choosing, and I do hereby covenant and agree to abide by its terms.

COMMITTEE MEMBER:

_____ Signature
_____ Printed Name
_____ Date
_____ Committee(s)

CFA:

_____ Signature
_____ Printed Name
_____ Title
_____ Date