**BYLAWS**

**OF**

**THE KWEWAG INDIGENOUS CULTURE CHURCH, INC.**

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**ARTICLE I. OFFICES**

**1.01 Principal Office**. The principal office of the corporation shall be located in the City of Juneau, County of Dodge, State of Wisconsin. The corporation may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate or as the business of the corporation may require from time to time.

**1.02 Registered Office**. The registered office of the corporation required by the Wisconsin Nonstock Corporation Law to be maintained in the State of Wisconsin may be, but not need be, identical with the principal office in the State of Wisconsin, and the address of the registered office may be changed from time to time by the Board of Directors. The business office of the registered agent of the corporation shall be identical to such registered office.

**ARTICLE II. BOARD OF DIRECTORS**

**2.01 General Powers**. The business and affairs of the corporation shall be managed by its Board of Directors.

**2.02 Number, Tenure and Qualification**. The Board of Directors shall consist of at least three (3) members and no more than eleven (11) but the number may be changed by majority vote of the directors. The members of the Board of Directors will be elected annually by the Board of Directors. A director may be removed from office by the affirmative vote of two-thirds (2/3) of the other directors, taken at a special meeting called for that purpose. A director may resign at any time by filing his/her written resignation with the Secretary of the corporation.

**2.03 Regular Meetings**. There shall be at least one (1) regular meeting of the Board of Directors held each month. The Board of Directors shall provide, by resolution, the time and place, either within or without the State of Wisconsin, for the holding of such regular meetings without other notice than such resolution.

**2.04 Special Meetings**. Special meetings of the Board of Directors may be called by or at the request of the President or two (2) or more directors. The President or Secretary calling any special meeting of the Board of Directors may fix any place, either within or without the State of Wisconsin, as the place for holding any special meeting of the Board of Directors called by them, and if no other place is fixed the place of meeting shall be the principal business office of the corporation as stated in Article I of these Bylaws.

**2.05 Notice; Waiver**. Notice of any special meetings shall be given at least 96 hours previously thereto by written notice delivered personally or mailed or given by electronic mail or telephone to each director at his/her business address as such director shall have designated in writing filed with the Secretary. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by electronic mail or telephone, such notice shall be deemed to be delivered when the email is delivered to the recipient or when the telephone call is received. Whenever any notice whatever is required to be given to any director of the corporation under the Articles of Incorporation or Bylaws or any provision of law, a waiver thereof in writing, signed at anytime, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting and objects thereat to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

**2.06 Quorum**. Except as otherwise provided by law or by the Articles of Incorporation or these Bylaws, a majority of the number of directors set forth in Article III, of these Bylaws, shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but a majority of the directors present (though less than such quorum) may adjourn the meeting from time to time without further notice.

**2.07 Manner of Acting**. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Articles of Incorporation or these Bylaws. If there are an even number of directors and the president of the company is a director, the President’s vote shall be the tiebreaker for a majority.

**2.08 Conduct of Meetings**. The President, and in his/her absence, any director chosen by the directors present, shall call meetings of the Board of Directors to order and shall act as Chairman of the meeting. The Secretary of the corporation shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any Assistant Secretary or any director or other person present to act as Secretary of the meeting.

**2.09 Vacancies**. Any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of directors, may be filled until the next succeeding annual election by the affirmative vote of a majority of the directors then in office, though less than a quorum of the Board of Directors; provided, that in case of a vacancy created by the removal of a director by vote of the members, the members shall have the right to fill such vacancy at the same meeting or any adjournment thereof.

**2.10 Compensation**. The Board of Directors shall serve without compensation, but may be reimbursed for actual expenses incurred. The board of direction shall set compensation for officers and clergy employed by the company.

**2.11 Presumption of Assent**. A director of the corporation who is present at a meeting of the Board of Directors or a committee thereof which he/she is a member at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless he/she shall file his/her written dissent to such adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

**2.12 Unanimous Consent Without Meeting**. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board of Directors at a meeting or by resolution may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors then in office.

**2.13 Meetings By Telephone or Other Communication Technology**. The Board of Directors may permit any or all directors to participate in a regular or special meeting or the Board of Directors by, or to conduct the meeting by telephone or through the use of, any other means of communication by which any of the following occurs:

(a) All participating directors may simultaneously hear each other during the meeting;

(b) All communication during the meeting is immediately transmitted to each participating director, and each participating director is able to immediately send messages to all other participating directors.

(c) If a meeting will be conducted through the use of any means described above, all participating directors shall be informed that a meeting is taking place at which official business may be transacted. A director participating in a meeting by any means described above is deemed to be present in person at the meeting.

**2.14 Indemnity of Officers and Directors.**

1. Mandatory Indemnification.

A. Subject to the conditions and limitations of this Section 2.14 and the corporation's Articles of Incorporation, the corporation shall, to the fullest extent permitted by the Wisconsin Nonstock Corporation Law as it may then be in effect, indemnify and hold harmless each person (and the heirs and legal representatives of such person) who is or was a director or officer of the corporation, or of any other corporation or other enterprise which is served in any capacity at the request of the corporation (the "executive"), against any and all liability and expense actually and reasonably incurred by him or her in connection with the result from any claim, action, arbitration, suit or proceeding (whether brought by or in the right of the corporation or such other corporation or otherwise), civil, criminal, administrative or investigative, or threat thereof, or in connection with an appeal relating thereto, including, without limitation, actions brought under and/or predicated upon the Securities Act of 1933, as amended, and/or the Securities Exchange Act of 1934, as amended, and/or the Investment Company Act of 1940, as amended, and/or the Investment Company Act of 1940, as amended, and/or their respective state counterparts and/or any rule or regulation promulgated thereunder, in which he or she may become involved, as a party or otherwise, by reason of his or her being or having been such executive, or by reason of any past or future action or omission or alleged action or omission (including those antedating the adoption of the Article) by him or her in such capacity, whether or not he or she continues to be such at the time such liability or expense is incurred, either:

(i) to the extent he or she is successful on the merits or otherwise in the defense of a proceeding; or

(ii) to the extent he or she is not successful on the merits or otherwise in the defense of a proceeding, unless it is determined pursuant to Section 2.14(B) of this Article that liability was incurred because the executive breached or failed to perform a duty he or she owed to the corporation and the breach or failure to perform constituted:

(a) a willful failure to deal with the corporation or its members in connection with a matter in which the executive had a material conflict of interest;

(b) a violation of criminal law, unless the executive had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful;

(c) a transaction from which the executive derived an improper personal profit; or

(d) willful misconduct.

B. In the event the executive is or was serving as an executive, trustee, fiduciary, administrator, employee or agent of an employee benefit plan sponsored by or otherwise associated with the corporation and incurs expenses or amounts in settlement, judgments, fines, penalties or other amounts, including, without limitation, any excise tax or penalty assessed with respect to any employee benefit plan by reason of an action having been brought, or having been threatened, against such executive because of his or her status as such an executive, trustee, fiduciary, administrator, employee or agent or such plan or by reason of his or her performing duties in any such capacity, the corporation shall indemnify and hold harmless the executive against any and all of such reasonable amounts subject to the provisions of Paragraph 2A hereof.

C. The corporation may agree to indemnify and allow reasonable expenses for an employee or agent of the corporation who is not an executive by general or specific action of the Board of Directors, or by contract or agreement.

**2. Right to Indemnification; How Determined.**

A. An executive's indemnification under this Section 2.14 shall be determined pursuant to one of the following means (the "Authority") as may be selected by the executive seeking such indemnification:

(i) by a majority vote of a quorum of the Board of Directors consisting of directors not at the time parties to the same or related proceedings. If a quorum of disinterested directors cannot be obtained, by a majority vote of a committee duly appointed by the Board of Directors and consisting of two or more directors not at the time parties to the same or related proceedings. Directors who are parties to the same or related proceedings may participate in the designation of the members of the committee.

(ii) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in (i) above or, if unable to obtain such quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings.

(iii) by a panel of three arbitrators consisting of one arbitrator selected by those directors entitled under (ii) above to select independent legal counsel, one arbitrator selected by the executive seeking indemnification and one arbitrator selected by the two arbitrators previously selected.

(iv) by an affirmative vote of members as set forth in Section 2.08 of Article II of these Bylaws; provided, however, membership rights owned by, or voted under the control of, persons who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not be voted in making the determination.

(v) by a court pursuant to the Wisconsin Nonstock Corporation Law as it may then be in effect.

(vi) by any other method provided for by the Articles of Incorporation, contract or agreement.

In any such determination there shall exist a rebuttable presumption that the executive has met such standard(s) of conduct and is therefore entitled to indemnification pursuant to this Section 2.14. The burden of rebutting such presumption by clear and convincing evidence shall be on the corporation.

The Authority shall make a determination within sixty (60) days of being selected and shall simultaneously submit a written opinion of its conclusions to both the corporation and the executive and, if the Authority determines that the executive is entitled to be indemnified for any amounts pursuant to this Section 2.14, the corporation shall pay such amount (net of all amounts, if any, previously advanced to the executive pursuant to Paragraph 4), including interest thereon as provided in Paragraph 5C, to the executive (or to such other person or entity as he or she may designate in writing to the corporation) within ten (10) days of receipt of such opinion.

B. Any executive may, either before or within two (2) years after a determination, if any, has been made by the Authority, petition the appropriate circuit court of the State of Wisconsin or any other court of competent jurisdiction to determine whether the executive is entitled to indemnification under this Section 2.14, and such court shall thereupon have the exclusive authority to make such determination unless and until such court dismisses or otherwise terminates such proceeding without having made such determination.

The court shall, as petitioned, make an independent determination of whether the executive is entitled to indemnification as provided under this Section 2.14, irrespective of any prior determination made by the Authority; provided, however, that there shall exist a rebuttable presumption that the executive has met the applicable standard(s) of conduct and is therefore entitled to indemnification pursuant to this Section 2.14. The burden of rebutting such presumption by clear and convincing evidence shall be on the corporation.

If the court determines that the executive is entitled to be indemnified for any amounts pursuant to this Section 2.14, unless otherwise ordered by such court, the corporation shall pay such amounts (net of all amounts, if any, previously advanced to the executive pursuant to Paragraph 4), including interest thereon as provided in Paragraph 5C, to the executive (or to such other person or entity as the executive may designate in writing to the corporation) within ten (10) days of the rendering of such determination.

An executive shall pay all expenses incurred by the executive in connection with the judicial determination provided in this Paragraph 2B, and any subsequent appeal thereof, unless it shall ultimately be determined by the court that he or she is entitled to be indemnified, in whole or in part, by the corporation as authorized in this Section 2.14.

C. Except as otherwise set forth in this Paragraph 2, the expenses associated with the indemnification process set forth in this Paragraph 2, including, without limitation, the expenses of the Authority selected hereunder, shall be paid by the corporation.

3. Termination of an Action is Nonconclusive. The termination of any action, no matter by whom brought, including, without limitation, Securities Law Actions, by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the executive has not met the applicable standard(s) of conduct set forth in Paragraph 1 of this Section 2.14.

**4. Advance Payment.**

A. Upon written request, the corporation shall advance expenses to, or where appropriate, at its expense, undertake the defense of, every such person prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amounts unless it shall ultimately be determined that he or she is entitled to indemnification under this Section together with a written affirmation of his or her good faith and belief that he or she has not breached or failed to perform his or her duties to the corporation.

B. In the event the corporation makes an advance of expenses to the executive pursuant to this Paragraph 4, the corporation shall be subrogated to each and every right of recovery the executive may have against any insurance carrier from whom the corporation has purchased insurance for such purpose, if any.

**5. Partial Indemnification; Interest.**

A. If it is determined pursuant to this Section 2.14 that an executive is entitled to indemnification as to some claims, issues or matters, but not as to other claims, issues or matters, involved in any action, no matter by whom brought, including, without limitation, Securities Law Actions, the Authority (or the court) shall authorize the reasonable proration (and payment by the corporation) of such expenses and liabilities with respect to which indemnification is sought by the executive, among such claims, issues or matters as the Authority (or the court) shall deem appropriate in light of all of the circumstances of such action.

B. If it is determined pursuant to this Section 2.14 that certain amounts incurred by an executive, are for whatever reason, unreasonable in the amount, the Authority (or the court) shall authorize indemnification to be paid by the corporation to the executive for only such amounts as the Authority (or the court) shall deem reasonable in light of all of the circumstances of such action.

C. To the extent deemed appropriate by the Authority pursuant to this section 2.14, or by the court before which such action was brought, interest shall be paid by the corporation to an executive, at a reasonable interest rate, for amounts for which the corporation indemnifies the executive.

**6. Limitation of Derivative Actions and Releases of Derivative Claims.** No action shall be brought and no cause of action shall be asserted, including, without limitation, Securities Law Actions, by or in the right of the corporation, against the executive, his or her spouse, heirs, executors or administrators after the expiration of two (2) years from the date the executive ceases, for any reason whatsoever, to serve as an executive of the corporation and/or of an affiliate unless asserted by the filing of an appropriate action within such two-year period.

The provisions of any federal, state or local law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time to the person or entity executing such release are hereby expressly waived by the corporation and its members.

**7. Nonexclusivity of Section 2.14.** The right to indemnification provided to an executive by this Section 2.14 shall not be deemed exclusive of any other rights to indemnification or the advancement of expenses to which he or she may be entitled under any charter provision, contract, agreement, resolution, vote of members or disinterested directors of the corporation or otherwise, including, without limitation, under Federal law or Wisconsin Nonstock Corporation Law as it may then be in effect, both as to acts in his or her official capacity as such executive or other employee or agent of the corporation or of an affiliate or as to acts in any provisions of this Section 2.14 shall continue as to the executive if he or she ceases to be an executive or other employee or agent of the corporation or of an affiliate, and such terms and provisions shall inure to the benefit of the heirs, executors and administrators of the executive.

**8. Insurance.**

A. The corporation may purchase and maintain insurance on behalf of an executive, agent or employee against any liability asserted against him or her or incurred by or on behalf of him or her in such capacity as an executive or other employee or agent of the corporation or of an affiliate, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this Section 2.14 or under Wisconsin Nonstock Corporation Law as it may then be in effect. The purchase and maintenance of such insurance shall not in any way limit or affect the rights and obligations of the corporation or the executive under this Section 2.14 and the execution and delivery of this Section 2.14 by the corporation and the executive shall not in any way limit or affect the rights and obligations of the corporation or of the other party or parties thereto under any such policy or agreement of insurance.

B. If an executive shall receive payment from any insurance carrier or from the plaintiff in any action against the executive in respect of indemnified amounts after payments on account of all or part of such indemnified amounts have been made by the corporation pursuant to this Section 2.14, the executive shall promptly reimburse the corporation for the amount, if any, by which the sum of such payment by such insurance carrier or such plaintiff and payments by the corporation to the executive exceeds such indemnified amounts; provided, however, that such portions, if any, of such insurance proceeds that are required to be reimbursed to the insurance carrier under the terms of its insurance policy, such as deductible or co-insurance payments, shall not be deemed to be payments to the executive hereunder.

In addition, upon payment of indemnified amounts under this Section 2.14, the corporation shall be subrogated to an executive's rights against any insurance carrier in respect of such indemnified amounts and the executive shall execute and deliver any and all instruments and/or documents and perform any and all other acts or deeds which the corporation deems necessary or advisable to secure such rights. The executive shall do nothing to prejudice such rights of recovery or subrogation.

**9. Witness Expenses.** Upon the executive's written request, the corporation shall pay (in advance or otherwise) or reimburse any and all expenses reasonably incurred by him or her in connection with his or her appearance as a witness in any action at a time when he or she has not been formally named as a defendant or respondent to such an action.

**10. Contribution.**

A. In the event the indemnity provided for in Paragraph 1 of this Section 2.14 is unavailable to the executive for any reason whatsoever, the corporation, in lieu of indemnifying the executive, shall contribute to the amount reasonably incurred by or on behalf of the executive, whether for judgments, fines, penalties, amounts incurred in settlement and/or for expenses in connection with any action, no matter by whom brought, including without limitation Securities Law Actions, in such proportion as is deemed fair and reasonable by the Authority pursuant to Paragraph 2 hereof, or by the court before which such action was brought, taking into account all of the circumstances of such action, in order to reflect:

(i) the relative benefits received by the corporation and the executive as a result of the event(s) and/ or transaction(s) giving cause to such action; and/or

(ii) the relative fault of the corporation (and its other executives, employees and/or agents) and the executive in connection with such event(s) and/or transaction(s).

B. The executive shall not be entitled to contribution from the corporation under this Paragraph 10 if it is determined by the Authority pursuant to Paragraph 2 hereof, or by the court before which such action was brought, that the executive, in the performance of his or her duty to the corporation or otherwise, violated the provisions of Paragraph 1 of this section 2.14.

C. The corporation's payment of, and the executive's right to, contribution under this Paragraph 10 shall be made and determined in accordance with Paragraph 2 hereof relating to the corporation's payment of, and the executive's right to, indemnification under this Section 2.14.

**11. Severability.** In the event that any provision of this Section 2.14 shall be deemed invalid or inoperative, or in the event that a court of competent jurisdiction determines that any of the provisions of this Agreement contravene public policy, this Section 2.14 shall be construed so that the remaining provisions shall not be affected, but shall remain in full force and effect, and any such provisions which are invalid or inoperative or which contravene public policy shall be deemed, without further action or deed on the part of any person, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable, and the corporation shall indemnify the executive as to reasonable expenses, judgments, fines and amounts incurred in settlement with respect to any action, no matter by whom brought, including Securities Law Actions, to the full extent permitted by any applicable provision of this Section 2.14 that shall not have been invalidated and to the full extent otherwise permitted by the Wisconsin Nonstock Corporation Law as it may then be in effect.

**12. Amendment.** This Section 2.14 may only be altered, amended or repealed by the affirmative vote of sixty-six percent (66%) or more of the members of the corporation so entitled to vote; provided, however, that member approval shall not be required if any such alteration or amendment:

A. Is made in order to conform to any amendment or revision of the Wisconsin Nonstock Corporation Law which expands an executive's rights to indemnification thereunder or is otherwise beneficial to the executive; or

B. In the sole judgment and discretion of the Board, does not materially adversely affect the rights and protections of the members of the corporation.

**ARTICLE III. OFFICERS**

**3.01 Number.** The principal officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers, and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Not more than two offices may be held by the same person. The same person may not be President and Secretary; or President and Vice President.

**3.02 Election, Qualification and Term of Office.** The officers of the corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. Officers must by Voting Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be practical. Each officer shall hold office until his/her successor shall have been duly elected or until his/her death, resignation or removal.

**3.03 Removal.** Any officer or agent may be removed by the vote of a majority of the Board of Directors for any reason whatsoever, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not create contract rights.

**3.04 Vacancies.** A vacancy in any principal office, because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

**3.05 President.** The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He/she shall, when present, preside at all meetings of the members and directors and shall be entitled to vote at such meetings. He/she shall have authority, subject to such rules as may be prescribed by the Board of Directors, to appoint such agents of the corporation as he/she shall deem necessary, to prescribe their powers and duties, and to delegate authority to them. Such agents shall hold office at the discretion of the President. He/she shall have authority to sign, execute and acknowledge, on behalf of the corporation, certificates evidencing membership in the corporation, contracts or other instruments necessary or proper to be executed in the course of the corporation's regular business, or which shall be authorized by resolution of the Board of Directors; and, except as otherwise provided by law or the Board of Directors, he/she may authorize a Vice President or other officer or agent of the corporation to sign, execute and acknowledge such documents or instruments in his/her place and stead. The President shall appoint the chairs of all standing committees, create and appoint special committees, and be an ex-officio member of every committee. In general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**3.06 Vice President(s).** In the absence of the President, or in the event of his/her death, inability or refusal to act, or in the event for any reason it shall be impracticable for the President to act personally, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such authority as from time to time may be delegated or assigned to him/her by the President or by the Board of Directors. The execution of any instrument of the corporation by the Vice President shall be conclusive evidence, as to third parties, of his/her authority to act in the stead of the President.

**3.07 Secretary/Treasurer.** The Secretary/Treasurer shall: (a) keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records; (d) keep or arrange for the keeping of a register of the post office address of each member which shall be furnished to the Secretary by such member;: (e) have charge and custody of an be responsible for all funds and securities of the corporation; (f) receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these Bylaws and (g) in general perform all duties incident to the office of Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to him/her by the President or by the Board of Directors. If required by the Board of Directors, the Secretary Treasurer shall give bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

**3.09 Other Assistants and Acting Officers.** The Board of Directors shall have the power to appoint any person to act as assistant to any officer, or as agent for the corporation in his/her stead, or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer or other agent so appointed by the Board of Directors shall have the power to perform all the duties of the office to which he/she is so appointed to be assistant, or as to which he/she is so appointed to act, except as such power may be otherwise defined or restricted by the Board of Directors.

**3.10 Salaries.** Officers and clergy may receive a salary from the company to be set by the board of directors.

**ARTICLE IV. USE OF FUNDS**

The Corporation is dedicated to running an indigenous church, promoting cultural preservation through teaching, running survival events, supporting indigenous animals, facilitating an internship program and providing a scholarship programthrough the donation of funds and such other means as approved by the Board of Directors, provided such activity is also within those activities specified in Section 501(c) of the Internal Revenue Code of 1986 as amended (or corresponding provision of any future United States Internal Revenue law), and no substantial part of its activities will be the carrying on of propaganda or otherwise attempting to influence legislation and it will not participate in, or intervene in any political campaign on behalf of any candidate for public office (including the publishing or distribution of political statements).

**ARTICLE V. CONTRACTS, LOANS, CHECKS AND DEPOSITS:**

**5.01 Contracts**. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any instrument in the same name of and on behalf of the corporation, and such authorization may be general or confined to specific instances. In the absence of other designation, all deeds, mortgages and instruments of assignment of pledge made by the corporation shall be executed in the name of the corporation by the President, or by a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer; and when so executed no other party to such instrument or any third party shall be required to make any inquiry into the authority of the signing officer or officers.

**5.02 Loans.** No indebtedness for borrowed money shall be contracted on behalf of the corporation and no evidences of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

**5.03 Checks, Drafts, etc.** All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by or under the authority of a resolution of the Board of Directors.

**5.04 Deposits.** All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, brokerage firms or other depositaries and institutions as may be selected by or under the authority of a resolution of the Board of Directors.

**ARTICLE VI. COMMITTEES**

**6.01 Standing Committees.** The corporation shall have such Committee as the Board of Directors deems necessary. The President shall appoint all chairs of the committees.

**6.02 Duties of the Committees.** The Board of Directors and each committee created pursuant to Section 6.01 shall fix rules governing the conduct of such committee's activities. Each committee shall make such reports to Board of Directors of its activities as the Board of Directors may request.

**ARTICLE VII. TAX EXEMPTION AND DISSOLUTION**

**7.01 Tax Exemption Considerations.** No part of the net earnings of the corporation shall inure to the benefit of, or be distributed to its directors, officers, or other private persons except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in its Articles of Incorporation. No substantial part of the activities of the corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of a candidate for public office. Notwithstanding any other provisions of these Bylaws, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501 of the Internal Revenue Code of 1986, as amended.

**7.02 Corporation Dissolution**. In the event of dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation to such organization or organizations, as the Board of Directors shall select, which organization or organizations shall at the time qualify as an exempt organization or organizations under Section 501 of the Internal Revenue Code of 1986, as amended, or any successor statute thereto. If the Board of directors does not make such a designation the funds shall be donated to the International Wolf Center

**ARTICLE VII. FISCAL YEAR**

The fiscal year of the corporation shall end on the last day of December in each year.

**ARTICLE IX. SEAL**

The corporation shall not have a corporate seal.

**ARTICLE X. AMENDMENTS**

**10.1 By Directors.** These Bylaws may also be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors by affirmative vote of a majority of the number of directors present at any meeting at which a quorum is in attendance; but no Bylaws adopted by the members shall be amended or repealed by the Board of Directors if the Bylaws so adopted so provides.

**10.2 Implied Amendments**. Any action taken or authorized by the members or by the Board of Directors, which would be inconsistent with the Bylaws then in effect but is taken or authorized by affirmative vote of not less than the number of members or the number of directors required to amend the Bylaws so that the Bylaws would be consistent with such action, shall be given the same effect as though the Bylaws had been temporarily amended or suspended so far, but only so far, as is necessary to permit the specific action so taken or authorized.