

MORNINGSTAR MYSTERY SCHOOL, INC.

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS**

Pursuant to Sections 65.057(2) and 65.341 of the 2017 Oregon Revised Statutes (ORS 65.057(2) and ORS 65.341), the undersigned, being all the incorporators and the members of the Interim Board of Directors (the “Board”) of Morningstar Mystery School, Inc., an Oregon corporation (the “School”), hereby adopt and approve the following resolutions by unanimous written consent without a meeting effective as of the date of the last director signature hereto:

1. MINUTE BOOK

RESOLVED, that the School shall maintain as part of its corporate records a minute book, which shall include, but not be limited to, a record of its certificate of incorporation and amendments thereto, its bylaws and amendments thereto and minutes of all meetings and written consents of the members, the Board and Board committees (the “*Minute Book*”).

2. CERTIFICATE OF INCORPORATION

WHEREAS, the original Certificate of Incorporation of the School was filed in the office of the Secretary of State of the State of Oregon on August 24, 2018 (the “*Certificate of Incorporation*”).

NOW, THEREFORE, IT IS RESOLVED, that the Secretary of the School is hereby directed to see that a certified copy of the Certificate of Incorporation, as filed with the Secretary of State of the State of Oregon, bearing the file stamp and certification of the Secretary of State, be inserted in the Minute Book.

3. BYLAWS OF THE SCHOOL

RESOLVED, that the Bylaws presented to the Board in the form attached hereto as Exhibit A (the “*Bylaws*”) are adopted, confirmed and approved as the bylaws of the School.

RESOLVED FURTHER, that the Secretary of the School is authorized to execute a certificate of adoption of such Bylaws and to see that a true copy of the Bylaws, as so certified, is inserted into the Minute Book and that a copy is also kept at the School’s principal office for the transaction of business.

4. LOCATION OF PRINCIPAL EXECUTIVE OFFICE

RESOLVED, that the initial location of the School’s principal executive office for the transaction of business shall be _____, Portland Oregon.

5. AGENT FOR SERVICE OF PROCESS

RESOLVED, that the agent named as the initial agent for service of process in the Certificate of Incorporation is hereby confirmed as the School’s agent for the purpose of service of process in the State of Oregon.

6. ELECTION OF OFFICERS

RESOLVED, that the following persons are elected to the offices of the School indicated opposite their respective names below, effective immediately to serve at the discretion of the Board:

President Sandra J. Pomeroy

Treasurer John T. Mirassou

Secretary Ealasaid Arwen Haas

7. EXECUTION OF CONTRACTS

RESOLVED, that, except to the extent limited by the Board with respect to signing authority on the School’s bank accounts, each officer of the Corporation is authorized and empowered from time to time to enter into any contract or execute any instrument in the name, and on behalf, of the School as may be necessary or desirable in order to carry out the ordinary, day-to-day business activities of the School.

8. BANK RESOLUTIONS

WHEREAS, the following resolutions are hereby adopted with respect to all current and future banking matters for the School;

NOW, THEREFORE, IT IS RESOLVED, that each of the Treasurer, the Secretary, and such other officers as specifically authorized by any of them, is hereby authorized to designate as depository or depositories of funds of the School, and to open an account or accounts of the School, including, but not limited to, checking, savings, safety deposit box and any other special accounts, with any such banks, money market funds, mutual funds or other financial institutions (all such institutions being referred to as “*Financial Institutions*”) as they may select.

RESOLVED FURTHER, that each such officer of the School or other person, as specified above, is individually authorized to endorse for deposit any checks, drafts or other evidences of indebtedness made payable to the order of the School and that each such officer or other person specified above shall be authorized to sign on behalf of the School checks, drafts and other orders obligating the School to pay money with respect to any funds standing to the credit of the School in such account or accounts.

RESOLVED FURTHER, that the School is authorized to enter into such arrangements with any Financial Institution designated by any such officer or other person authorized above, and that any documentation, including but not limited to, the standard form of corporate resolutions required in the past, now, or in the future by each such Financial Institution in connection with such arrangements are hereby adopted and/or ratified as resolutions of the Board, and the Secretary or any Assistant Secretary of the Corporation, or any other officer of the School, is hereby authorized to (a) obtain the necessary signatures of the officers of the School or any such documentation, (b) execute the necessary certifications, including any document to certify that such resolutions have been duly adopted by the Board, and (c) take such other steps as needed to open such

accounts.

9. INCORPORATION AND ORGANIZATION EXPENSES

RESOLVED, that each of the officers of the School is authorized to pay the expenses, including but not limited to the legal expenses, of the incorporation and organization of the School incurred by the Incorporators and the School hereby indemnifies the Incorporators for all such expenses incurred on behalf of the School to the fullest extent allowed by law.

10. FISCAL YEAR END

RESOLVED, that the end of the corporate fiscal year for the School shall be the last day of October of each year.

11. GOVERNMENT FILINGS

RESOLVED, that each of the officers of the School is authorized to execute and file, or cause to be filed, with the Secretary of State of the State of Oregon or with such other officer or agency of the State of Oregon, or any other necessary states or of any county or other governmental entity thereof, such documents, as such officer may deem necessary or appropriate in connection with the organization of the School or the initial operation of its business.

12. ENABLING RESOLUTION

RESOLVED, that each of the officers of the School is authorized to do or cause to be done any and all such further acts and to execute and deliver any and all such additional documents as such officer may deem necessary or appropriate in order to carry into effect the purposes and intent of the foregoing resolutions.

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This consent may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts shall together constitute one and the same document. This action by written consent is effective, and the resolutions herein are adopted, as of the date last signed below.

Date: 12/11/2018

DocuSigned by:
Ryan D. Pierce

Ryan D. Pierce, Director

Date: 12/11/2018

DocuSigned by:
Elizabeth C. Koprucki

Elizabeth C. Koprucki, Director

Date: 12/8/2018

DocuSigned by:
J. Herbert

Jennifer Marie Herbert, Director

Date: 12/9/2018

DocuSigned by:
Nancy Tanner Theis

Nancy Tanner Theis, Director

Date: 12/10/2018

DocuSigned by:
Laura Craige Mason

Laura Craige Mason, Director

Date: 12/8/2018

DocuSigned by:
Ealasaid Arwen Haas

Ealasaid Arwen Haas, Director

Date: 12/8/2018

DocuSigned by:
Sandra J. Pomeroy

Sandra J. Pomeroy, Director

EXHIBIT A

Bylaws

BYLAWS OF MORNINGSTAR MYSTERY SCHOOL, INC.

AN OREGON CORPORATION

Adopted as of December __, 2018

1. NAME

The name of this corporation is Morningstar Mystery School, Inc., hereinafter referred to as “the School” or “Morningstar.”

2. PRINCIPAL OFFICE

The registered office for the transaction of the business of the School shall be located in the state of Oregon. The Board of Directors may, at any time, change the location of the registered office within Oregon. The School may also have offices at more than one place in Oregon as the Board of Directors may determine and fix by resolution.

3. PURPOSE AND POWERS

3.1. Purpose.

The purpose or purposes of the School as established in the articles of incorporation, are those specifically designated in the Internal Revenue Code of 1986 Section 501(c)(3), as amended, or the corresponding section of any future federal tax law. The specific purpose of the School is as follows: The purpose of our organization is to foster and support spiritual and personal growth in our members and provide inspiration and guidance to all who seek spiritual nurturance.

3.2. Powers.

The School has the power to do any and all lawful acts that may be necessary or convenient to affect the School's purposes. It has the power to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers may include, but are not limited to, the acceptance of contributions from the public and private sectors both financial and in-kind.

3.3. Limitations on Activities.

The School may not engage, participate, or intervene in any activities not permitted by a corporation exempt from federal income tax. The School may not endorse, contribute to, work for, or otherwise support or oppose a candidate for public office unless otherwise allowable by law. The assets and income of the School may not be distributed to or benefit the trustees, directors, officers, or other individuals, except that the School is authorized to pay reasonable compensation for services rendered.

4. MEMBERS.

4.1. Membership

Any individual may apply to be a member of the School. The Board of Directors shall establish from time to time criteria and procedures for the admission of members, including, but not limited to payment of dues. Members may participate in the School's educational modules, school-wide online communities, including the School's private social media groups, and school administration and governance. Any member shall be eligible for election to the Board of Directors. Additionally, members may participate in the School-wide in-person retreat, and other small group or school-wide functions as may be organized from time to time. Such additional functions may require payments in addition to monthly dues. All members shall agree to the terms of use and conduct established and amended from time to time by the Board of Directors and approved by majority vote of the entire membership.

4.2. Voting Rights

All members shall each be entitled to cast one (1) vote for or against each nominee to the Board of Directors presented at the School's Annual Meeting. Voting shall take place online, via email, or via hard copy at the discretion of the Board of Directors. Additionally, at the discretion of the Board of Directors, certain fundamental decisions may from time to time be brought before the membership for discussion and approval. Members shall have no other voting rights. There shall be no split voting or cumulative voting.

4.3. Termination of Membership.

4.3.1. Nonpayment of Dues. The membership of any member shall terminate in the event such member fails to pay dues to the School for a period of time in excess of 180 days. Scholarships and dues reductions may

be arranged for members for whom such payment would be a hardship, and the membership of any actively participating member shall not be terminated solely due to lack of payment of dues.

4.3.2. Failure to Meet Criteria of Class. In the event that any member ceases to meet the criteria established for membership, such failure shall result in the automatic suspension of membership in the School. Should the criteria of membership change in a manner that then current members might be excluded, affected members must be given adequate notice and time to remedy the failure before their membership is terminated.

4.3.3. Ethical Breach/Abusive Behavior. If a member is found to have breached the ethical code of their membership or otherwise engaged in behavior found abusive toward other members, either online or in person, that member may be immediately barred from participating in the School's online fora and/or in-person events. The finding of ethical breach and/or abusive behavior will be subject to the School's Conflict Resolution procedures prior to final termination of membership. Failure by the accused member to participate in the Conflict Resolution process will result in termination.

4.3.4. Termination by Board of Directors. The Board of Directors, upon the affirmative vote of two-thirds (2/3) of all directors in office at that time, may terminate the membership of a member with or without cause. The Board shall give the member at least sixty (60) days written notice to the email address on record for the member with the reasons for the termination. The Board shall give the member an opportunity to be heard, orally or in writing, and to participate in the School's Conflict Resolution process, before the effective date of the termination. The decision of the Board shall be final and shall not be reviewable by any court.

Except as otherwise required by law or these bylaws, any voting right of a member and any other rights conferred upon a member shall cease immediately upon termination of membership in the School.

4.4. Transfer of Membership.

Membership in the School is not transferable or assignable.

4.5. Meetings of the Membership.

- 4.5.1. Annual Meeting.** The Annual Meeting of the School shall be held at a time and place to be determined by the Board of Directors. The Annual Meeting may be held online via any platform currently in regular use by the School and easily accessible for all members.
- 4.5.2. Special Meetings.** Special or emergency meetings shall be held at the call of the Board of Directors or by a call of at least ten (10) percent of the members of the School by a demand signed, dated, and delivered to the School's Secretary. Such demand by the members shall describe the purpose of the meeting.
- 4.5.3. Notice of Meetings.** Notice of all meetings of the members shall be given to each member at their e-mail address of record at least fourteen (14) days before the meeting, or by posting to the appropriate location on the School's online forum or equivalent online location which is accessible to all members and which regularly disseminates notifications of postings, at least thirty (30) but not more than sixty (60) days before the meeting. The notice shall include the date, time (including time zones), place and/or login credentials, and purposes of the meeting.
- 4.5.4. Quorum and Voting.** For the election of Directors, unless otherwise specified by written and published resolution of the Board of Directors, one-third (1/3) of the number of members then in good standing and entitled to vote at any annual meeting shall constitute a quorum for the election of Directors. In no case will a quorum be defined as less than one-third of the number of members entitled to vote. A majority vote of the members is the act of the members, unless these Bylaws or the law provide differently. Alternatively, the election of Directors may be conducted by written ballot in such manner as the Board of Directors may by resolution determine.
- 4.5.5. Proxies.** Proxies are not allowed.
- 4.5.6. Written Ballots.** Any action that may be taken at an annual or special meeting of members may be taken without a meeting if the School delivers a written ballot to every member entitled to vote on the matter. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds any quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be

required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter other than the election of directors, and specify a reasonable time by which a ballot must be received by the School in order to be counted. The number of responses needed to meet the quorum requirement shall be calculated forty-five (45) days prior to the annual meeting.

5. SCHOOL GOVERNANCE AND BOARD OF DIRECTORS

5.1. Powers of the Board of Directors.

Subject to the provisions of any state law, federal law, the articles of incorporation, and the bylaws, the Board of Directors will manage all business and affairs of the School. All corporate powers will be exercised by or under the direction of the Board of Directors.

5.2. Pillars.

The general business of the School shall be conducted by the membership of the School as managed and coordinated by the School's Pillars. The Pillars shall coordinate their internal make-up and workings independently, within the standards of conduct established by the School, and the the minimum criteria set forth below. Each Pillar shall regularly report to the Board of Directors regarding the status of their work and shall send a representative to to attend the regular meetings of the Board as an ex-officio member. The number and make up of the Pillars may be modified from time to time by resolution of the Board of the Directors, but shall include at a minimum three Pillars:

- 5.2.1. The Teaching & Curriculum Pillar.** Referred to from time to time as “the Teaching Pillar,” “the Curriculum Pillar,” or “Teaching & Curriculum,” the Pillar shall consist of a minimum of three active Morningstar members, who are committed to the future of Morningstar and approved by the Board of Directors.

Teaching & Curriculum is responsible for determining criteria, qualifying, and maintaining the accountability of those who provide instruction to the membership of Morningstar. Teaching & Curriculum also manages the core curricula of the School, and oversees the processes involved in maintaining, modifying and adding to the curricula available for study.

- 5.2.2. The Research & Alumni Pillar.** Referred to from time to time as “the Research Pillar,” “the Alumni Pillar,” or “Research & Alumni,” the Pillar shall consist of a minimum of two active Morningstar members, who are committed to the future of Morningstar and approved by the Board of Directors.

Research & Alumni is responsible for supporting the advanced spiritual work of Morningstar members beyond the School’s core curricula. Additionally, the Alumni Pillar shall determine the conditions, requirements, and privileges of the School’s Alumni.

- 5.2.3. The Temple & Tech Pillar.** Referred to from time to time as “Temple & Tech” or “the Maintenance Pillar,” the Pillar will consist of a minimum of four active Morningstar members, who are committed to the future of Morningstar and approved by the Board of Directors.

Temple & Tech is responsible for managing and maintaining the School’s infrastructure, including providing for the information technology needs of the School and coordinating regular school-wide meetings. Temple & Tech, as the Maintenance Pillar, shall provide support for all regular School activities, in coordination with the other Pillars and as directed by the Board of Directors.

5.3. Directors Standard of Care.

Each Director must exercise corporate powers and perform corporate duties loyally, in good faith, in a manner such Director believes to be in the best interest of the School, and with reasonable care using the ordinary prudence that a person in similar position would use under comparable circumstances. Each Director may be held accountable and subject to disciplinary action by the School as permitted by state and federal law for failure to meet the necessary standard of care towards the School.

5.4. Number and Qualification of Directors.

The authorized minimum number of Directors is 5; the maximum number of Directors is 9. The number of Directors may be changed by an amendment to the articles of incorporation or as permitted by law. Directors must be members unless otherwise permitted by the articles of incorporation or by resolution of the Board of Directors and consent by the membership.

5.5. Election and Term of Directors.

5.5.1. Volunteers to serve on the Board of Directors will be requested from the active membership prior to and at each annual meeting of the members. A minimum of five volunteers are required to begin voting. The previous Board will continue to act as an Interim Board of Directors until sufficient volunteers have agreed to run or for a period not to exceed 90 days after the expiration of the previous Board's term. If at the expiration of such 90 day period, there are still insufficient volunteers to being voting, an emergency meeting of the membership will be held to discuss the lack of engagement. The membership and leadership will work together to decide the future of the School at that time.

5.5.2. If there are between 5 and 9 volunteers, each volunteer will appear in an electronic poll for up or down voting by each active member of the School. In order to be added to the Board, the volunteer must receive at least a majority "yes" vote to be defined as greater than 50 percent of all votes cast

5.5.3. If there are more than 9 volunteers, each volunteer will appear in the poll. A first round of voting will eliminate all volunteers that do not receive a majority "yes" vote as defined above. If such elimination

creates a remainder of more than 9 volunteers, a second round of voting will be held after a period of discussion to clarify each volunteer's positions on issues relevant to the School. If such elimination creates a remainder of between 5 and 9 volunteers, the remaining volunteers will become the new Board.

5.5.4. If in an election, fewer than 5 volunteers receive a majority "yes" vote as defined above, an emergency meeting of the membership will be held to discuss the issues creating such lack of confidence. Full resolution of the situation will be determined by the membership and leadership working together at that time.

5.5.5. Voting will continue for a period of 30 days. In order for an election to be determined, a quorum of the active membership, as defined by section 4.5.4 above or by resolution of the Board of Directors, must submit votes. If after such 30 day period has concluded, fewer than a quorum of the active membership has voted, a second call for votes may be issued and voting may be extended for an additional 30 days, at the discretion of the then acting Board. At the conclusion of the voting period as determined by the Board, a quorum of the active membership has not voted, an emergency meeting of the membership will be held to discuss the lack of engagement. The membership and leadership will work together to decide the future of the School at that time.

5.5.6. During the voting period, the previous Board will continue to serve as an Interim Board of Directors.

5.6. Vacancies on the Board.

A vacancy in the Board of Directors exists when there are fewer Directors holding office than authorized in the articles of incorporation as a result of death, removal, resignation, or disqualification. A vacancy may be filled by majority approval of the remaining Directors, although this may be less than a quorum or by a sole remaining Director.

5.7. Resignation of Directors.

Any Director may resign effective upon giving written notice to the Secretary unless the notice specifies a later time for that resignation to become effective.

5.8. Removal of Directors.

- 5.8.1. Any Director or the entire Board of Directors may be removed, with or without cause, by a majority of the members entitled to vote unless otherwise restricted by law, the articles of incorporation, or the bylaws.
- 5.8.2. However, no Director may be removed without cause if the votes cast against the Director's removal would be sufficient to elect the Director under cumulative voting at an election of the entire Board of Directors.
- 5.8.3. No reduction of the authorized number of Directors pursuant to the articles of incorporation may have the effect of removing any Director before the Director's term of office expires.

5.9. Meetings of the Board.

- 5.9.1. Time and Place of Meetings. Regular meetings of the Board of Directors will be held without notice at such time and place as may be determined by Board resolution. Absent such resolution, regular meetings will be held at the School's principal executive office. Special meetings may be held at any place designated in the notice of the meetings or, if not stated in the notice or there is no notice, at the School's principal executive office.
- 5.9.2. Telephonic, Video or Electronic Transmission of Meetings. Unless otherwise restricted by law, the articles of incorporation, or the bylaws, members of the Board of Directors and any committee designated by the Board of Directors may participate in any meeting by means of conference telephone, video communication, or other electronic transmission methods so long as all Directors or committee members can hear each other and have the capacity to propose or object to specific actions proposed to be taken by the School.
- 5.9.3. Special Meetings. Special meetings of the Board of Directors may be held for any purpose at any time.
- 5.9.4. Notice of Special Meetings. Notice of the time and place for special meetings must be given at least four (4) days before the date set for the meeting. Notice may be given personally, by telephone (including voice messaging system), by electronic mail, or by any other means as

permitted by law. The notice need not specify the purpose of the meeting.

- 5.9.5. Waiver of Notice. Any deficiency in the notice of a Board meeting can be waived by attending the meeting without objecting at the commencement of the meeting, by written waiver before or after the meeting filed with the corporate records, or by an approval of the minutes of the meeting.

5.10. Quorum and Voting

- 5.10.1. A majority, defined as 50 percent or more, of the total number of Directors constitute a quorum for the transaction of business at a Board meeting. The act of a majority of Directors present at any Board meeting where a quorum is present will be considered the act of the Board of Directors, except as may otherwise be provided by law or by the articles of incorporation.
- 5.10.2. If a quorum is not present at any meeting of the Board of Directors, the Directors present may adjourn the meeting without notice other than an announcement at the meeting until a quorum is present.
- 5.10.3. A meeting where a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors if any action taken is approved by at least a majority of the number of Directors required to constitute a quorum for that meeting.

5.11. Directors Acting by Unanimous Written Consent without Meeting.

Unless otherwise restricted by the articles of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee consent in writing or by electronic transmission. A record of the unanimous written consent must be filed with the corporate records. Notwithstanding the foregoing, a Board of Directors constituting less than the full number of authorized Directors may act by written consent according to procedures established herein to fill vacancies.

5.12. Fees and Compensation.

Unless otherwise provided by law or the articles of incorporation, Directors and members of a Director's committee, Officers, or members of a School Pillar may

not receive compensation for their services in such capacities, but may receive reimbursement for expenses. The Board of Directors has the authority to approve reimbursement of expenses, if any, by resolution. Any non-director committee or Pillar member may serve the School in another capacity, for instance as an employee, contractor, or otherwise, and may receive compensation for such services.

5.13. Committees.

The Board may appoint committees by resolution passed by a majority of the whole Board, committee membership and composition subject to rules and procedures as permitted by law and the articles of incorporation. Each committee has such powers as may be expressly delegated to it by resolution of the Board except those powers expressly non-delegable by law or the articles of incorporation.

6. OFFICERS

6.1. Principal Officers and Tenure.

The principal officers of the School will be a President, a Secretary, and a Treasurer. The principal officers will be chosen by the Board of Directors and each will serve at the pleasure of the Board of Directors until a successor is duly appointed and qualified or until the officer's death, resignation, or removal as provided by these bylaws, subject to any contractual employment rights that may apply. One person may hold up to two officer positions, and the School shall at all time have a minimum of two individuals designated as principal officers. The principal officers shall not be compensated for their services in such capacity.

6.1.1. President. The President will

6.1.1.1. preside at all meetings of the members, if any;

6.1.1.2. exercise and perform such powers and duties as may be prescribed by the Board of Directors or these bylaws.

6.1.2. Secretary. The Secretary will

6.1.2.1. maintain at the principal executive office or such other place as the Board of Directors may determine, a book of minutes of all meetings of Directors, committees of Directors, and members, if any;

- 6.1.2.2. give notice of all members, if any, and Board of Director meetings as required by law and these bylaws;
- 6.1.2.3. maintain the corporate seal, if one exists, in safe custody; and
- 6.1.2.4. exercise and perform such powers and duties as may be prescribed by the Board of Directors or these bylaws.

6.1.3. Treasurer. The Treasurer will

- 6.1.3.1. maintain adequate and correct books and records of all corporate financial transactions including, but not limited to, accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and donations;
- 6.1.3.2. deposit all moneys, drafts, checks, and other valuables in the name and to the credit of the School in the banks and depositories designated by the Board of Directors;
- 6.1.3.3. disburse corporate funds as instructed by the Board of Directors;
- 6.1.3.4. submit to the Board of Directors, upon request, an account of all the Treasurer's transactions and of the financial condition of the School; and
- 6.1.3.5. exercise and perform such powers and duties as may be prescribed by the Board of Directors or these bylaws.

6.2. Standard of Care.

Each officer must exercise corporate powers and perform corporate duties loyally, in good faith, in a manner such officer believes to be in the best interest of the School, and with reasonable care using the ordinary prudence that a person in similar position would use under comparable circumstances. Each officer may be held accountable and subject to disciplinary action by the School as permitted by state and federal law for failure to meet the necessary standard of care towards the School.

6.3. Removal and Resignation

- 6.3.1. Principal Officer. Subject to any contractual employment rights that the principal officer may have, any principal officer may be removed, with or

without cause, by a majority of the Directors at the time in office at any regular or special meeting of the Board.

6.3.2. Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause must be filled in the manner described in the bylaws for regular appointments to such office.

6.4. Delegation Authority.

Any officer may, upon approval by the Board of Directors, delegate such authority as is necessary to competently execute the work of the School.

7. INDEMNIFICATION

7.1. Directors and Officers.

The School must indemnify its Directors and officers to the extent permitted by law, the articles of incorporation, and the Directors' or officers' individual contracts against expenses (including attorneys' fees), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that such person is or was a Director or officer of the School.

Irrespective of the foregoing, the School may not be required to indemnify any Director or officer in connection with any proceeding (or part thereof) initiated by the Directors or officers themselves unless such indemnification is expressly required by law; or the proceeding was authorized by the Board of Directors.

7.2. Employees and Other Agents.

The School must indemnify its employees and other agents to the extent permitted by law, the articles of incorporation, and any applicable individual contracts against expenses (including attorneys' fees), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that such person is or was an employee or agent of the School.

Irrespective of the foregoing, the School may not be required to indemnify any employee or agent in connection with any proceeding (or part thereof) initiated by the employee or agent themselves unless such indemnification is expressly required by law; or the proceeding was authorized by the Board of Directors.

8. CONFLICT RESOLUTION

8.1. Conflict Resolution Board.

A board of three individuals will be appointed as a Conflict Resolution Board (CRB). The CRB will mediate conflicts, hear grievances, and propose remedies. The individuals appointed to the CRB will agree to undergo training in conflict resolution as part of their service. The CRB will be selected by the Board of Directors. The selection process will be made explicit and transparent, will include an opportunity for individuals to volunteer for service, and may be contested by a majority vote of the members of the School.

8.2. Code of Ethics.

All members of Morningstar Mystery School, by virtue of their enrollment, agree to maintain a code of ethics consistent with the teachings of Morningstar. Additional ethical requirements may be made of specific classes of members. An environment of respect and tolerance is required in all aspects and endeavors of the School.

8.3. Personal Information and Privacy.

Due to the nature of the work engaged in by the students of Morningstar, it is likely that deeply personal and intimate information may be shared during the course of studies and participation in the School activities. Personal information shared within the confines of any and all school activities should not be shared outside the School. If personal information is disclosed that causes concern for the safety of the person disclosing or for the safety of others, the Board of Directors should be immediately notified so that appropriate action may be taken without compromising the dignity of the discloser or the privacy of the other members. If such concern is of an extreme or urgent nature, civil authorities should be notified to protect the health and safety of all involved.

8.4. Online Fora.

8.4.1. The School's online communication platform shall be maintained as a safe space for the members of Morningstar to engage honestly and openly with their work and with each other. An atmosphere of respect and collegiality will be maintained in all discussions, and in all School-related communications whether using the School's platforms or otherwise. School-related discussions are to be kept within the School and not generally shared outside of the forum in which they

occurred. As with any other aspect of the School, a person may choose to share their own experiences so long as the experiences and identities of others is kept confidential unless express permission has been requested and obtained from the individual(s) whose experience and/or identity is being shared.

8.4.2. Social Media/Public Forums. When posting about Morningstar in any public forum, whether online or otherwise, information posted should be limited to personal experience. Experiences of others should not be interpreted or conveyed. Information that is held as private for Morningstar only, should not be disclosed to anyone outside of the School and should not be posted to any public forum, including the private Facebook group or other “closed” group on any social network not maintained by the School. Similarly, any information or teaching which is requested to remain private to the School should not be disclosed outside of the School.

8.5. Grievance Procedure.

8.5.1. Confidentiality. Procedures before the Conflict Resolution Board will be confidential. Only formal remedy proposals will be made known to the Board of Directors, at which time, a confidential disclosure of the allegations and findings of any CRB investigation will be made to the Board, subject to the requirement of recusal provisions below, which will decide whether and how to implement the formal remedy. Upon the decision to implement a formal remedy, the Board of Directors will draft a disclosure to the membership. Such disclosure will strive to keep the personal information of the parties involved confidential while maintaining transparency regarding the decision making process.

8.5.2. Informal Conflict Resolution Procedure. The Conflict Resolution Board will draft, post, and may from time to time amend a procedure for informal conflict resolution in which the CRB may serve as mediator and advisor, but will not perform any independent research and no formal record of the conflict will be maintained. If the parties are not able to reach accord through the informal process, they may be referred to the formal conflict resolution procedure.

8.5.3. Formal Conflict Resolution Procedure. The Conflict Resolution Board will draft, post, and may from time to time amend a procedure for formal conflict resolution. Formal conflict resolution may involve independent investigation on the part of the CRB. In a matter

submitted for formal conflict resolution, if the parties are not able to reach accord, the CRB may render a proposed resolution which may include measures up to and including termination of membership.

The CRB's proposed resolution will then be submitted to the Board of Directors, subject to the conflict of interest provisions below, for ratification and execution. The Board of Directors shall act promptly upon receiving such recommendation from the CRB, calling a special meeting to address the recommendation rather than waiting for the next scheduled meeting to discuss the issues, unless the CRB's recommendation indicates otherwise. In such a special meeting of the Board of Directors, a quorum of at least two-thirds of the directors who are eligible to render a decision is required.

8.6. Determination of and Remedies for Ethical Breach.

The Conflict Resolution Board will also be responsible for hearing any allegations of ethical breach on the part of members of the School. The CRB will draft, post in a manner accessible to all School members, and may from time to time amend a procedure for reporting and addressing alleged ethical breaches. Remedies for ethical breaches will be determined by the CRB and may include termination of membership. In any matter involving an allegation of ethical breach, the decision of the Conflict Resolution Board, including the decision not to pursue, will be submitted to the Board of Directors for ratification and execution. The Board of Directors may conduct its own investigation if it deems it necessary. However, the findings of the CRB will be given deference whenever possible.

8.7. Role and Involvement of the Board of Directors.

The role of the Board of Directors in the resolution of conflicts and/or addressing of ethical breaches is to ratify and implement the decision of the CRB. In all circumstances involving a recommendation from the CRB, the Board of Directors shall act promptly, calling a special meeting of the Board rather than waiting for the next scheduled Board meeting. In such a special meeting, a quorum of at least two-thirds of the members of the Board of Directors who are eligible to render a decision is required.

8.8. Requirement of Recusal.

8.8.1. Conflict Resolution Board. In the event that a member of the CRB is subject to an allegation of ethical breach or a party to a conflict coming before the the CRB, or is in a close personal or familial relationship, such as marriage or domestic partnership, with a party

subject to such an allegation or conflict, that member shall be recused from the CRB's discussions, investigations, and findings regarding such allegation or conflict. Upon request from the CRB, a non-conflicted member of the Board of Directors may step into the conflicted member's role.

8.8.2. Board of Directors. In the event that a Director is subject to a formal recommendation by the CRB, whether a finding of ethical breach or formal conflict resolution, or is in a close personal or familial relationship, such as marriage or domestic partnership, with a party subject to such recommendation, that Director will be recused from the discussion and decision regarding implementation of the suggested remedy.

9. GENERAL PROVISIONS

9.1. Record Date.

For the purposes of determining the notice of any meeting, to vote, or for any proper purposes or corporate action, the Board of Directors may fix a record date in advance no less than ten (10) nor more than sixty (60) days before the date of the meeting or proposed corporate action.

9.2. Fiscal Year.

The School's fiscal year is the twelve (12) consecutive months ending on the last day of October or as fixed by resolution of the Board of Directors and may be changed by the Board of Directors.

9.3. Checks, Drafts, and Evidence of Indebtedness.

All checks, drafts, and other payment of money, notes, or any form of indebtedness, issued in the name of or payable to the School, must be signed or endorsed by such person or persons in such manner as, from time to time, is determined by resolution of the Board of Directors.

9.4. Executing Corporate Contracts and Instruments.

The Board of Directors, except as otherwise provided in the bylaws, may authorize any officer or agent to enter into any contract or execute any instrument in the name of or on behalf of the School. Such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or by an officer acting within proper agency power, no officer, agent, or employee has any power or

authority to bind the School by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.

9.5. Conflicts of Interest.

The following conflict of interest policy is intended to supplement, but not replace, any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable corporations and is not intended as an exclusive statement of responsibilities. All Directors or officers have a duty to disclose the existence of any actual or potential conflict of interest, whether personal or financial in nature, and to disclose all relevant material facts to the Directors to enable them to consider whether a conflict exists and whether the proposed transaction or arrangement is in the best interests of the School. Upon disclosure of an actual or potential conflict of interest, and after the interested person has had a full opportunity to disclose the relevant facts, the interested person must leave the meeting and the remaining Board members will decide if a conflict of interest exists. Whenever the Board determines that a Director or officer has an actual or potential financial or personal interest in any matter coming before the Board of Directors, the Board must ensure the following:

- 9.5.1.** The financial or personal interest of such Director or officer is fully disclosed with all relevant material facts to the Board of Directors;
- 9.5.2.** No interested Director or officer may vote or lobby on the matter or be counted in determining the existence of a quorum at the meeting of the Board of Directors at which such matter is voted upon;
- 9.5.3.** Any transaction involving the Director's or officer's financial or personal interest must be duly approved by disinterested Directors in the best interest of the School;
- 9.5.4.** Payment must be reasonable and must not exceed fair market value; and
- 9.5.5.** The minutes of meetings at which such votes are taken must include a record of such disclosures, abstention, and rationale for approval.

9.6. Amendments to Bylaws

- 9.6.1.** Amendment by Members. Members may adopt new bylaws or amend or repeal these bylaws by majority vote, either at a meeting of the membership or by written consent.

9.6.2. Notwithstanding the section above, nothing in the new bylaws or amended bylaws may contradict any terms of the articles of incorporation.

9.6.3. Amendment by Directors. Subject to law and the foregoing rights of members to adopt, amend, or repeal the bylaws, and to any other legal provisions, the bylaws may be adopted, amended, or repealed by the Board of Directors.

9.7. Dissolution

9.7.1. Except as otherwise provided by statute or the articles of incorporation, the nonprofit may be dissolved only with authorization of a supermajority (2/3rd) vote of the members given at a meeting called for that specific purpose.

9.7.2. Upon dissolution of the nonprofit, assets will be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or will be distributed to the federal government or to a state or local government, for a public purpose.

9.8. Governing Law.

The bylaws will be governed, construed, and interpreted by, through, and under the laws of Oregon.

9.9. Corporate Seal.

The Board of Directors may adopt a corporate seal, which may be altered from time to time with majority Board approval. The seal may be used by causing it, or a facsimile thereof, to be impressed or affixed or reproduced in any other manner.

9.10. Non-Discrimination Policy.

It shall be the operational policy of the School not to discriminate against any person on the basis of race, color, sex, sexual orientation, gender identity or expression, religion, creed, marital status, national origin, disability, age, physical appearance, economic status, or political belief. This policy includes, but is not exclusive of, membership, hiring, firing, layoffs, promotions, wages, training, disciplinary action, or any other terms, privileges, conditions, or benefits or employment, as well as non-discrimination in the providing of any services offered by the School.

SECRETARY'S CERTIFICATE

I, the secretary of the above-entitled corporation, do hereby certify that the foregoing is a true and correct copy of the School Bylaws as adopted by the Board of Directors of the School.

Date:

Ealasaïd Haas