

CHURCH CONSTITUTION AND BYLAWS OF SUN RISING MINISTRIES

IRC § 501(c)(3) Nonprofit Christian Church And
Ministry

PREAMBLE

The following Bylaws shall be subject to, and governed by, the Non-Profit Corporation Act of Louisiana and the Articles of Incorporation of Sun Rising Ministries. In the event of a direct conflict between the herein contained provisions of these Bylaws and the mandatory provisions of the Non-Profit Corporation Act of Louisiana, said Non-Profit Corporation Act shall be the prevailing controlling law. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of Sun Rising Ministries, it shall then be these Bylaws which shall be controlling.

ARTICLE A - CHURCH CONSTITUTION AND BYLAWS OF SUN RISING
MINISTRIES

For the purpose of establishing and maintaining a place for the worship of the one true God; to provide for Christian fellowship for those of like precious faith, irrespective of social position or worldly possessions; for the propagation of the Gospel of Jesus Christ both in home and foreign lands, this church shall be governed by the following Constitution:

We, the members of **Sun Rising Ministries**, guided by the Word of God, establish this constitution to glorify God and guide our ministry in alignment with His Word. This document provides clarity in our mission, governance, and operations to unify our focus and protect against legal challenges.

The name of this church is **Sun Rising Ministries. We are a IRC § 501(c)(3) Nonprofit Christian Church And Ministry** operating in accordance with its purpose and faith.

The purpose of **Sun Rising Ministries** is to glorify God and fulfill the Great Commission as outlined in Matthew 28:18-20. As a nonprofit religious organization, the ministry is dedicated to:

1. **Worship:** Creating a community to worship God in spirit and truth through prayer, teaching, and ordinances.
2. **Evangelism and Missions:** Proclaiming the Gospel locally and globally while supporting missionary efforts.
3. **Discipleship and Education:** Teaching biblical principles, equipping believers, and fostering spiritual maturity.
4. **Fellowship:** Building unity, love, and accountability among members.

5. **Service and Benevolence:** Ministering to spiritual, physical, and emotional needs.
6. **Moral and Social Impact:** Upholding biblical values in addressing cultural and social issues.
7. **Religious Freedom and Autonomy:** Operating as a self-governing body under the authority of Jesus Christ and the protections of the First Amendment.
8. **Nonprofit and Charitable Purpose:** Functioning exclusively for religious and charitable purposes under Section 501(c)(3) of the Internal Revenue Code.
9. **Consistency and Legal Protection:** Acting strictly within this purpose to limit legal exposure and protect religious liberties.

ARTICLE B - STATEMENT OF FAITH

We affirm the following core beliefs:

1. **The Trinity:** One God in three persons—Father, Son, and Holy Spirit.
2. **Salvation:** We believe that salvation is a gift of grace through faith in Jesus Christ and that is available to all who repent and accept Him as Lord and Savior.
3. **Sanctity of Life:** Human life begins at conception and is sacred.
4. **Marriage:** A covenantal union between one man and one woman.
5. **Scripture:** We believe that the Bible is the inspired Word of God, and essential guide for faith and daily living.
6. **Jesus Christ:** We believe that Jesus Christ is the Son of God, who was conceived by the Holy Spirit, born of the Virgin Mary, and lived a sinless life. His death and resurrection provide salvation for all who believe.
7. **The Church:** We believe that the Church is the body of Christ, called to worship, serve, and spread the gospel.

8. **The Holy Spirit:** We believe in the active presence of the Holy Spirit in the lives of believers, guiding, empowering, and equipping us for service and holiness.
9. **Discipleship:** We believe in the importance of discipleship, where believers are called to grow their faith, understanding, and obedience to God's Word. We provide opportunities for study, prayer, and fellowship to nurture this growth.
10. **Prayer:** We believe in the power of prayer as a means of communicating with God. We commit to regular prayer for our Church, community, and the world, trusting in God's guidance and provision.
11. **The Return Of Jesus Christ:** We believe Christ will return to earth just like he promised

ARTICLE C - LEGAL NAME

The legal name of this Non-Profit Corporation/Organization is Sun Rising Ministries. It may also be referred to interchangeably as "the Church."

ARTICLE D - PURPOSES AND POWERS

The purpose for which the Non-Profit Corporation/Organization is formed is set forth in the attached Articles of Incorporation.

The Corporation/Organization shall be operated exclusively for charitable, religious, educational, and scientific purposes under IRC § 501(c)(3), or corresponding section of any future federal tax code.

In addition, this Corporation Organization has been formed for the purpose of performing all things incidental to, or appropriate in, the foregoing specific and primary purposes. However, the Corporation/Organization shall not, except to an insubstantial degree, engage in any activity or the exercise of any powers which are not in furtherance of its primary non-profit purposes.

The Corporation/Organization shall hold and may exercise all such powers as may be conferred upon any nonprofit organization by the laws of the State of Louisiana and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of the Corporation/Organization. At no time and in no event shall the Corporation/Organization participate in any activities which have not been permitted to be carried out by a Corporation/Organization exempt under § 501(c) of the Internal Revenue Code of 1986 (the "Code"), such as certain political and legislative activities.

1. To establish an independent Biblical Christian Church with a School of the Bible department and with missionary, literature, educational and all other departments it may deem useful to propagate and practice the full Gospel of the Lord Jesus Christ and for its service to the community.
2. It is one purpose of this church corporation to earnestly seek and promote the unity of God's people in the Scriptural manner of Godly love, respect and faithful voluntary cooperation with liberty. To that end it shall associate and cooperate freely with other churches and with church organizations.
3. To act as Trustee under any trust incidental to the principal objects of the corporation and to receive, hold, administer and expend funds and property subject to such trust.

4. To enter into, make, perform and carry out contracts of every kind for any lawful purpose without limit as to amount and with any person, firm, association or corporation; to draw, make, accept, endorse, discount, issue and execute promissory notes, warrants and other negotiable or transferable interests.

5. To take, purchase or otherwise acquire; to own, hold, occupy, use and enjoy, manage, improve, develop and work; to grant, sell, exchange, let, demise and otherwise dispose of real estate, buildings; and improvements and every right, interest and estate therein without limit as to the amount thereof and wheresoever the same may be situated; to erect, construct, alter and repair buildings; to assume any and every kind of contract, agreement and obligation by or with any person, firm, corporation or association, or any Federal, State or other Government for the erection, construction, alteration, repair, renewal, equipment, improvement, development, use, enjoyment, leasing, management or control of any buildings, improvements or structures of any kind wherever the same may be situated.

6. To purchase or otherwise acquire, to own, hold, use and enjoy, to sell, assign and transfer, exchange or otherwise dispose of, deal in or deal with personal property of every kind and description without limit as to the amount thereof and wheresoever the same may be situated.

7. To borrow and to loan money and to give and to receive evidence of indebtedness and security thereof; to draw, make accept, endorse, execute, and issue promissory notes, warrants, and other debentures of the corporation, or otherwise to make guarantees of every kind and secure any or all obligations of the corporation by mortgage, trust deed or otherwise.

8. To do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of the corporation and to have and exercise all the powers now or hereafter conferred by the Laws of the State of Louisiana, upon non-profit corporations.

ARTICLE E - OFFICES

The principal office of the Corporation/Organization shall be located at 820 Grove Ave, Metairie, Louisiana 70003.

The Corporation/Organization may have other such offices as the Board of Directors may determine or deem necessary, or as the affairs of the Corporation/Organization may find a need for from time to time, provided that any permanent change of address for the principal office is properly reported as required by law.

ARTICLE F - A NON-PROFIT CORPORATION

The Corporation/Organization is organized pursuant to the Non-Profit Corporation Act of Louisiana. The properties and assets of the Corporation/Organization are irrevocably dedicated to religious and charitable purposes, and upon liquidation, dissolution, or abandonment, shall not inure to the benefit of any private person except a fund, foundation, or corporation organized and operated for religious or charitable purposes and as designated in Article G of these Bylaws.

ARTICLE G - PROPERTY

The Officers of the Corporation/Organization shall have power to carry out all of the purposes and powers set forth in Article D. The President and the Secretary-Treasurer's signature shall be sufficient certificate for negotiating any and all of the provided powers in said Articles.

ARTICLE H - AMENDMENT

Amendment of Church Constitution and Bylaws (Officer/Pastor Authority Only)

1. Authority to Amend:

The authority to amend, repeal, or create new bylaws rests solely with the designated officers or the Pastor of **Sun Rising Ministries**, as established in the governing documents.

2. Procedure for Amendments:

- Any proposed changes must align with the ministry's mission, biblical principles, and applicable laws.
- The Pastor or authorized officers must draft the proposed amendment in writing, including a clear explanation of the purpose and anticipated impact of the change.

3. Consultation (Optional):

While not mandatory, the Pastor or officers may choose to consult with the governing board, legal counsel, or trusted ministry advisors to ensure the amendment is comprehensive and beneficial.

4. Approval Process:

- The Pastor or a majority of designated officers must formally approve the amendment in a signed resolution.

- Once approved, the changes are considered binding and immediately effective unless stated otherwise.

5. Notification of Members:

- **Members will be informed of any changes within 30 days.**
- Notification may be delivered via public announcement during services, email, or written correspondence.

6. Record-keeping:

All amendments must be documented in the official records of **Sun Rising Ministries** and retained for legal and operational reference.

ARTICLE I - GOVERNANCE

The ultimate authority in this church is the Lord Jesus Christ. Under His leadership, the governance of the church shall be vested in:

1. **The Pastor:** The spiritual leader and chief executive officer of the church.
2. **Church Officers:** A team of designated leaders responsible for specific operational and administrative duties.
3. **Congregation:** Ministry Members will have a voice in major church decisions as outlined in the bylaws.

ARTICLE J - GOVERNANCE STRUCTURE

1. The Pastor:

- The Pastor is the spiritual leader and chief executive officer of the church, responsible for preaching, teaching, and overseeing all ministries.
- The Pastor has sole authority to amend the bylaws, oversee major decisions, and act as a tie-breaking authority in disputes.

2. Church Officers:

- Officers include a Secretary, Treasurer, and other roles as deemed necessary by the Pastor.
- Officers are responsible for administrative and financial management under the Pastor's supervision.

3. **Congregation:**

- Ministry Members will have a voice in major church decisions as outlined in the bylaws.

ARTICLE K - VOTING AUTHORITY/DECISION MAKING

1. **Authority to Make Decisions:**

- **Pastor/Chief Executive Officer:**

The Pastor holds the highest authority in decision-making regarding spiritual direction, major organizational policies, and governance issues, including amendments to the bylaws and strategic initiatives.

- **Governing Officers:**

Designated officers have authority over operational, financial, and administrative decisions within the scope of their roles, subject to oversight by the Pastor or governing body.

- **Ministry Members:**

Ministry Members may be consulted for decisions impacting community engagement or membership policies, though they generally do not have binding authority.

2. **Voting Rights:**

- **Pastor/Officers:**

Only the Pastor and designated officers may cast votes on binding decisions affecting bylaws, financial allocations, and leadership appointments.

- **Members:**

Ministry Members may have voting rights on non-binding advisory decisions or specific matters explicitly granted by the bylaws, such as electing representatives or approving community-focused initiatives.

3. Voting Procedures:

- **Pastoral/Officer Voting:**

Decisions requiring a vote among officers or the Pastor are resolved by a majority vote unless bylaws require a supermajority.

- **Member Advisory Votes:**

If ministry members are involved in an advisory vote, outcomes are non-binding and serve to guide leadership decisions.

- **Tie-breaking:**

The Pastor has the final authority to resolve ties or disputes in voting outcomes.

4. Scope of Voting:

- **Binding Votes:**

Limited to the Pastor and officers, covering legal, financial, governance, and doctrinal matters.

- **Non-Binding Votes:**

Used for general ministry initiatives, member preferences, or events.

ARTICLE L - MEETINGS

1. Worship Services:

- Regular worship services will be held weekly for prayer, teaching, and fellowship.

2. Leadership Meetings:

- Officers and ministry leaders will meet quarterly to discuss goals, review finances, and evaluate ministry effectiveness.

3. Special Meetings:

- Called by the Pastor or designated officers to address urgent matters or special projects.

ARTICLE M - MEMBERSHIP

Membership responsibilities include regular attendance, financial giving, and maintaining conduct consistent with biblical principles.

1. **Qualifications:** Membership is open to individuals professing faith in Jesus Christ, baptized by immersion, and committed to supporting the church.
2. **Membership Covenant:** Members agree to:
 - Regular worship attendance.
 - Tithing and financial support.
 - Serving in ministries and promoting unity.
3. **Termination of Membership:** Membership ends upon voluntary withdrawal, transfer, or disciplinary action for unrepentant sin.

ARTICLE N - FACILITY USE POLICY

1. **Religious Use Clause:** Facilities may only be used for activities aligned with the church's doctrinal beliefs and mission.
2. **Approval Process:** All facility use must be approved by the Pastor or designated officers.

ARTICLE O - FINANCIAL AND LEGAL POLICIES

1. **Stewardship:** All funds and assets are dedicated to advancing the ministry's purpose.
2. **Conflict of Interest:** Leaders must disclose and avoid personal or financial conflicts in church decisions.

3. **Indemnification Clause:** The church indemnifies officers and agents for actions taken in good faith while performing ministry duties.

ARTICLE P - CHURCH DISCIPLINE

1. Discipline is administered according to Matthew 18:15-17, focusing on restoration and accountability.
2. Rights of the individual include a fair hearing and opportunities to reconcile.

ARTICLE Q - DISPUTE RESOLUTION

1. All disputes between members or involving the church will be resolved through Christian mediation and arbitration (1 Corinthians 6:1-8).
2. The Pastor retains final authority in resolving disputes that cannot be mediated

ARTICLE R - DIGITAL MINISTRY AND INTELLECTUAL PROPERTY

1. All content (e.g., sermons, media) created for the church is the property of Sun Rising Ministries.
2. Digital outreach will align with the church's purpose and doctrinal positions.

ARTICLE S - DISSOLUTION CLAUSE

Upon dissolution, all assets shall be transferred to a like-minded nonprofit religious organization to continue advancing the Gospel.

ARTICLE T - OFFICERS

The officers of the Corporation/Organization shall consist of a President, a Vice-President, and Secretary-Treasurer. The pastor shall be considered the President of the Corporation. There shall not be less than three (3) and no more than nine (9) officers (directors) at any time. The board of directors shall handle the business of the church and therefore should be business minded. They should see into the spiritual side of all business as well. These should lay hold of the vision given them and see it is implemented.

PASTOR AND PRESIDENT

Section 1. Term of Office: The Pastor is the President of the Corporation. He is also an Elder holding the office of pastor. He shall hold this office until his death or until he resigns.

Section 2. Vacancy of Pastorate: The vacancy shall be filled by the appointment of a new pastor by the departing pastor or the Board of Elders when the departing pastor is not available to do so. In some cases a Pulpit Search Committee may be selected who will search for pastoral candidates and submit them to the departing pastor and/or elders for final approval. In most cases, when able, it is best to follow the examples set forth in scripture of the person called by God (pastor or other fivefold minister) to pass the mantle on to the one God has chosen and shown him (Joshua 1, 1 Kings 19:19-21, 2 Kings 2:1-14). Imparting the anointing and call of God to the one who has already proven themselves to be faithful (2 Timothy 2:2, Luke 16:12).

Section 3. Duties of Pastor: The Pastor shall be considered the spiritual overseer of the church and shall direct all the church activities. He shall preside

over all business meetings of the church and shall be an ex-officio member of all committees and departments.

Section 4. Support of Pastor: The Pastor shall be supported according to his needs, either by free-will offerings or by stated allowance as shall be decided upon by the Directors and/or Elders in its regular business sessions.

VICE-PRESIDENT

The Vice-President of the Corporation shall also be an Elder. He must be one who is trusted by the pastor with adequate business and leadership gifts to take charge in the Pastor/President's absence. He shall be appointed by the Pastor and ratified by the Elders.

SECRETARY-TREASURER

The Secretary-Treasurer of the Corporation shall be appointed by the Pastor and ratified by the Elders. A secretary or administrative assistant may be utilized in the day-to-day record keeping (accounts receivable and payable) as is necessary.

DIRECTORS

Directors shall be appointed by the Pastor and ratified by the Elders. The Board of Elders shall fill the office of Directors and officers of the Corporation when qualified persons are lacking to fill such positions.

BOARD OF ELDERS

The Board of Elders shall be appointed by the Pastor. There shall not be less than three (3) and no more than nine (9). They are to be called upon to fill the pulpit, to pray for the sick, visit newcomers, shut-ins, absentees, and hospital visitation. They shall also, along with the Pastor, seek God's direction for the

church, and support the pastor in the vision given him by God, in the church's present and future ministry. Elders shall remain so until they resign or are deemed unfit.

Requirements: An Elder must be a Pastor and a member of Sun Rising ministries.

DEACONS

The Pastor and/or Board of Elders shall appoint the Board of Deacons. There shall never be less than four members on the Board of Deacons. The Board of Deacons shall act in conjunction with and to aid the Pastor in all matters of Sun Rising Ministries, They shall act in the determination of the meeting of material needs (i.e., food, clothing, financial, etc.) of any one who might seem to be in need whether they are a part of the Church or not. They may also aid the Pastor in any of the ordinances.

In case of a lack of qualified persons to fill the Board of Deacons, the Elders shall act as the Deacons until the Board of Deacons is established.

BOARD OF USHERS

A Board of Ushers shall be installed in the annual business meeting of Sun Rising Ministries. The Pastor and President of Sun Rising Ministries shall appoint a chairman to act as the head of the Board of Ushers. The duties of the Board of Ushers shall be as follows:

To see that the church is always in order for services.

To assist the Pastor in every way possible during the process of meetings.

To prepare for the comfort of everyone in attendance.

To maintain order and discipline throughout the church. The Pastor, Board of Deacons and the appointed chairman of the Board of Ushers shall appoint members to serve on the Board of Ushers. They shall be appointed to serve for one year. These men may succeed themselves indefinitely.

COMMUNION BOARD

The Board of Deacons and the Board of Elders shall act as the Communion Board. One man shall be appointed to serve as Chairman of the Communion Board. It shall be his duty to make arrangements for the preparation and serving of communion when announced by the Pastor.

VACANCY OF OFFICES

The Pastor and President of the Corporation shall have the authority to declare any office vacant. Grounds for such action shall be:

Failure to cooperate with the church's program and ministry.

Unscriptural conduct.

Doctrinal departure from the tenets of faith.

For any good and sufficient cause. Any incumbent under charges shall have opportunity for a fair and impartial hearing before the joint meeting of the Board of Elders shall be considered final and the incumbent may have no further recourse.

ARTICLE U - EXPANDED FINANCIAL POLICIES

1. Stewardship:

- All financial resources are dedicated to fulfilling the church's purpose and vision.
- Funds will be used for worship, ministry, community service, and operational expenses.

2. Oversight:

- The Treasurer will oversee day-to-day financial management under the Pastor's authority.
- An annual financial report will be provided to the congregation.

3. Audit:

- The Pastor may call for an internal or external audit at any time to ensure transparency and accountability.

ARTICLE V - EXPANDED PURPOSE STATEMENT

The purpose of **Sun Rising Ministries** is to glorify God and fulfill the Great Commission as outlined in Matthew 28:18-20. In obedience to Scripture and as a nonprofit religious organization, the church is dedicated to carrying out the following biblically sound and legally defined objectives:

1. Worship

- To provide a place where individuals can gather to worship God in spirit and truth (John 4:24), through prayer, singing, teaching, and the ordinances of baptism and the Lord's Supper.
- To uphold religious freedom as protected by the First Amendment of the United States Constitution.

2. Evangelism and Missions

- To proclaim the Gospel of Jesus Christ to the local community and the world, reaching the lost with the message of salvation (Mark 16:15).
- To partner with or support missionary efforts and evangelistic programs consistent with the ministry's values.

3. Discipleship and Education

- To teach the Word of God, equip believers for spiritual maturity, and prepare them for ministry and service (Ephesians 4:11-13).
- To provide biblical education through Sunday school, Bible studies, seminars, and other resources.
- To ensure all teaching is doctrinally sound, promoting biblical authority as the sole guide for faith and practice.

4. Fellowship

- To foster unity and mutual encouragement among believers through regular gatherings, community activities, and acts of service (Hebrews 10:24-25).
- To create an environment that promotes spiritual accountability and love as commanded in John 13:34-35.

5. Service and Benevolence

- To minister to the spiritual, emotional, and physical needs of individuals in the community, including outreach to the poor, sick, and disadvantaged (Galatians 6:10; James 1:27).
- To organize and operate charitable activities that align with the ministry's mission, provided they do not compromise its religious purposes.

6. Moral and Social Impact

- To uphold and teach a biblical worldview on moral and social issues, defending the sanctity of life, traditional marriage, and religious liberty.
- To serve as a prophetic voice to the community and the nation by addressing social and cultural issues in a manner consistent with biblical teaching.

7. Religious Freedom and Autonomy

- To operate as an autonomous and self-governing body under the leadership of Jesus Christ, free from external control or influence, while respecting legal compliance requirements for nonprofit organizations.
- To ensure that all decisions, teachings, and practices are guided by the Bible and immune from governmental interference as protected under federal law.

8. Nonprofit and Charitable Purpose

- To operate exclusively for religious, educational, and charitable purposes under Section 501(c)(3) of the Internal Revenue Code.
- To ensure that no part of the ministry's earnings benefit any private individual or member, except as reasonable compensation for services rendered.
- To use all assets and funds to further the stated purposes of the ministry.

9. Consistency and Legal Protection

- To act consistently within the parameters of this stated purpose, ensuring that all ministries, decisions, and policies align with the church's mission.

- To clearly document and communicate this purpose to provide a strong legal defense against any claim that the ministry is operating outside its intended scope.

ARTICLE X - EXPANDED DOCTRINAL STATEMENT

1. Expanded Doctrinal Statement

- **Marriage and Sexuality:** Marriage is a covenantal union between one man and one woman as defined in Scripture (Genesis 2:24; Matthew 19:4-6).
- **Sanctity of Life:** Human life is sacred and begins at conception (Psalm 139:13-16).

2. Policies for Facility Use

- **Religious Use Clause:** Church facilities may only be used for activities aligned with the church's mission, doctrinal beliefs, and purpose statement.

3. Church Discipline Procedures

- **Steps:** Private correction, mediation by leadership, and public involvement only if necessary (Matthew 18:15-17).
- **Rights:** Ensure a fair process, including opportunities for the individual to respond before decisions are made.

4. Conflict of Interest Policy

- Officers and members with personal or financial interests in a church decision must disclose the interest and recuse themselves from voting.

5. Emergency Powers of the Pastor

Emergency Clause: The Pastor has authority to make swift decisions during emergencies, such as natural disasters, pandemics, or legal threats.

The pastor may take immediate action to protect the ministry, provided such actions are reviewed by the governing officers within 30 days.

6. Indemnification Clause

- **Legal Protection:** The church will indemnify its officers, employees, and agents from legal actions arising from their service, provided actions were taken in good faith and aligned with the church's mission.

7. Digital Ministry and Intellectual Property

- All sermons, teachings, and media created by or for Sun Rising Ministries are the property of the church and may not be reproduced or distributed without permission.

8. Membership Covenant

- Members commit to regular worship, financial support, and promoting unity within the church.

ARTICLE Y - RELIGIOUS BELIEFS PROTECTION CLAUSE

Sun Rising Ministries reserves the right to make decisions about employment, ministry participation, and facility use based on its religious beliefs and biblical principles.

**ARTICLE Z - EXPANDED INDEMNIFICATION OF DIRECTORS
AND OFFICERS**

1. **Mandatory Indemnification:** To the fullest extent permitted by applicable law, the Corporation shall indemnify any person who was or is involved, or is threatened to be made involved, in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (hereinafter a "Proceeding"), by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, or other enterprise (hereinafter an "Indemnified Person"). This indemnification shall include, but not be limited to, expenses (including attorney's fees), judgments, fines, and amounts paid in settlement of a Proceeding incurred by the Indemnified Person in connection with such Proceeding, provided that the Indemnified Person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation.

2. **Permissive Indemnification:** The Corporation may also indemnify any person who was or is involved in a Proceeding, provided that such indemnification shall not apply if it is determined that the Indemnified Person did not act in good faith or in a manner reasonably believed to be in the best interest of the Corporation.

3. **Advancement of Expenses:** The Corporation shall advance expenses (including attorney's fees) incurred by an Indemnified Person in connection with any Proceeding, provided that the payment of such expenses shall be made only upon receipt of an undertaking by or on behalf of the Indemnified Person to repay the amount advanced if it is ultimately determined that the Indemnified Person is not entitled to be indemnified by the Corporation as authorized in this Article.

4. Limitations on Indemnification: Notwithstanding anything to the contrary contained herein, indemnification shall not be made for (i) acts or omissions that are determined to be a result of gross negligence or willful misconduct, (ii) any transaction from which the Indemnified Person derived an improper personal benefit, or (iii) any proceeding initiated by the Indemnified Person outside the scope of their duties as a director or officer of the Corporation.

5. Binding Nature: The provisions of this Article shall be binding upon the Corporation and its successors and assigns, and shall inure to the benefit of the Indemnified Person and their heirs, executors, and administrators.

6. Non-exclusivity: The indemnification provided by this Article shall not be deemed exclusive of any other rights to which an Indemnified Person may be entitled under any law, agreement, vote of the shareholders or disinterested directors, or otherwise, both as to action in their official capacity and as to action in another capacity while holding office.

7. Insurance: The Corporation may maintain insurance, at its expense, for the benefit of any Indemnified Person against any liability asserted against or incurred by such person in any capacity, or arising out of such person's status as an Indemnified Person, even if the Corporation would have the power to indemnify such person against such liability under the provisions of this Article or applicable law.

8. Severability: If any provision of this Article shall be held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue in full force and effect as if the invalid provision had never been included herein.

9. Amendments: The rights to indemnification and advancement of expenses provided by this Article shall continue as to an Indemnified Person who has ceased to be a director or officer of the Corporation and shall inure to the benefit of the heirs and personal representatives of such Indemnified Person. This Article may be amended, modified, or repealed only by the Board of Directors, with such amendments being applied prospectively.

10. Effective Date: This Article shall be effective immediately and shall apply to all actions taken by Indemnified Persons both before and after its adoption.

—This indemnification provision ensures that the directors and officers of the corporation are better protected from personal liability in connection with their roles, within the bounds of the law. Always make sure to customize the language according to specific state laws and the corporation's needs.

11. Court Approval: If a claim for indemnification is made and it is determined by a court that such indemnification is appropriate under applicable law, the Corporation shall be required to pay the Indemnified Person all reasonable expenses incurred in obtaining such a determination.

12. Notification: An Indemnified Person shall promptly notify the Corporation in writing of any Proceeding for which indemnification is sought. The Corporation shall be entitled to participate in the defense of any such Proceeding, and the Indemnified Person shall not settle any Proceeding without the Corporation's consent, which shall not be unreasonably withheld.

13. Subrogation: In the event that any payment is made to the Indemnified Person, the Corporation shall be surrogated to the extent of such payment to all of the rights of the Indemnified Person against any other party or parties responsible for the losses, claims, or damages for which indemnification has been made. The Indemnified Person shall cooperate with the Corporation, with regard to any rights of subrogation, and shall execute all necessary

documents to effectuate such rights.

14. Definitions: For purposes of this Article:

a. "Corporation" includes any corporation, partnership, joint venture, trust, or other enterprise that an Indemnified Person served at the request of the Corporation.

b. "Claims" refers to any claims, actions, suits, or proceedings, whether civil, criminal, administrative, or investigative.

15. Compliance with Law: Any indemnification made pursuant to this Article shall be subject to compliance with all applicable laws and regulations, including but not limited to any statutory limitations on corporate indemnification.

16. No Duplication of Payments: indemnification payments made by the Corporation under this Article shall be in addition to any other rights the Indemnified Person may have, including rights under any insurance policies, and shall not duplicate any payments already made to such person for the same liabilities, claims, or expenses.

17. Governing Law: This indemnification provision shall be governed by and construed in accordance with the laws of the State in which the Corporation is incorporated, without regard to its conflict of laws principles.

18. Severability of Provisions: If any provision of this Article shall be found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be deemed modified to the extent necessary to make it valid and enforceable.

19. Counterparts: This indemnification provision may be executed in any number of counterparts, each of which shall be deemed an original and all of

which together shall constitute one and the same instrument.

20. **Effect of Indemnification on Corporate Governance:** The indemnification provisions set forth in this Article shall not affect the responsibilities and duties of the directors and officers under the applicable law or the Corporation's bylaws and policies.

21. **Legal Expenses:** The Corporation shall also reimburse the Indemnified Person for all reasonable legal expenses incurred in connection with the enforcement of their rights under this Article, provided that such enforcement is successful.

22. **Commencement of Indemnification Proceedings:** The Corporation shall commence a Proceeding to enforce its right to indemnification or advancement of expenses within a reasonable time after written notice from the Indemnified Person.

23. **Finality of Determination:** Any determination regarding the entitlement of an Indemnified Person to indemnification hereunder shall be made by the Board of Directors, and such determination shall be conclusive and binding on the Corporation and the Indemnified Person, except where such determination is proven to be erroneous or made in bad faith.

24. **Confidentiality:** Any information or materials provided to the Indemnified Person in connection with a Proceeding shall be kept confidential, unless disclosure is required by law or agreed to in writing by both the Indemnified Person and the Corporation.

25. **Review of Indemnification Policies:** The Board of Directors shall periodically review the indemnification policies and provisions contained herein to ensure they remain compliant with applicable laws and best practices.

26. **Survival of Rights:** The rights provided under this Article shall survive the termination, resignation, or removal of the Indemnified Person from their position and shall apply to all proceedings occurring prior to, on, or after such termination, resignation, or removal.

—Alternatively, here are a few more elements you may consider adding to round out the provisions:

27. **Resolution of Disputes:** Any disputes arising out of or relating to this indemnification provision shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, and the place of arbitration shall be in the jurisdiction where the Corporation is incorporated.

28. **Notice Requirements:** The Corporation shall provide written notice of any action, suit, or proceeding to the Indemnified Person promptly following the Corporation's receipt of notice of such action, suit, or proceeding.

29. **Disclosure of Indemnification:** The Corporation shall include a disclosure of the indemnification rights in its annual report or other relevant communications to shareholders and stakeholders, ensuring transparency regarding the indemnification rights provided to the directors and officers.

30. **Annual Review of Indemnification:** The Board of Directors shall conduct an annual review of the indemnification provisions to evaluate their adequacy and to ensure they are consistent with current laws and best practices in corporate governance.

31. **Limitation on Liability:** Notwithstanding anything to the contrary, the Corporation shall not indemnify any Indemnified Person for any expenses or liabilities in connection with matters arising from such individual's own gross

negligence or willful misconduct.

32. Express Authority to Indemnify: The Board of Directors shall have the authority to approve any indemnification on a case-by-case basis that exceeds the scope of indemnification provided in this Article.

33. No Voting Rights: An Indemnified Person shall have no voting rights in matters concerning their own indemnification under this Article.

34. Notification of Insurance Policy: The Corporation shall promptly notify the Indemnified Person of any changes to, or the cancellation of, any insurance policy covering indemnification, including the maintenance of directors and officers liability insurance.

35. Scope of Indemnification: The indemnification rights granted herein shall extend to all actions taken by the Indemnified Person in their capacity as a director or officer, as well as actions taken in other capacities at the request of the Corporation.

36. Non-assignability: The rights to indemnification and advancement of expenses granted under this Article may not be assigned or transferred by the Indemnified Person without the prior written consent of the Corporation.

37. Termination of Indemnification: The Corporation may modify or terminate the indemnification provisions of this Article only with the consent of the affected Indemnified Persons, as well as in compliance with applicable laws and regulations governing such changes.

38. Interpretation of Provisions: The provisions of this Article shall be interpreted broadly to provide indemnification to the fullest extent permissible under applicable law, ensuring that Indemnified Persons are protected against personal financial loss due to their corporate roles.

39. Notification of Indemnification Rights: At the time of their appointment or election, the Corporation shall notify each director and officer in writing of their rights to indemnification under these bylaws.

40. Exclusions from Indemnification: The Indemnified Person shall be excluded from indemnification for circumstances where a court has determined that the Indemnified Person acted with a lack of good faith, willful misconduct, fraud, or that indemnification is otherwise expressly prohibited by law.

41. Statutory Compliance: The indemnification provided under this Article shall comply with and be subject to the requirements of any applicable state statutes regarding indemnification of directors and officers, ensuring that the provisions herein are aligned with legal requirements and standards.

42. Effect of Corporate Reorganization: In the event of any merger, consolidation, or other reorganization, the indemnification rights provided to the Indemnified Persons shall survive such corporate actions and continue to apply.

43. Modification by Laws: If any provision of this Article is found to be invalid or unenforceable under any applicable law, the remaining provisions shall remain in full force and effect, and such invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to render it valid and enforceable.

44. Clarification of Authority: The indemnification authority granted to the Corporation's directors under this Article shall not limit the authority of the Board to authorize further indemnification in specific cases or circumstances.

45. Good Faith Reliance: Any Indemnified Person shall be deemed to have relied upon the good faith of the Corporation's representations concerning the legality of their actions or conduct, and such reliance shall be a factor in determining their entitlement to indemnification.

46. Supplemental Indemnification: The Corporation may, in its discretion, provide supplemental indemnification or reimbursement beyond what is specified herein, subject to the approval of the Board of Directors.

47. Withholding of Payments: The Corporation may withhold any indemnification payments if a determination is made that the Indemnified Person is not entitled to such indemnification based on the criteria set forth herein until a final judicial determination has been made.

48. Affirmative Defense: In any action or proceeding brought to enforce the rights of indemnification hereunder, the burden of proof shall be on the Corporation to establish that the Indemnified Person is not entitled to indemnification under the terms of this Article.

49. No Limitation on Other Rights: The indemnification rights provided under this Article shall not limit any other rights or remedies that the Indemnified Person may have under any applicable law, corporate bylaws, or other agreements.

50. Non-exclusivity of Rights: The rights to indemnification and advancement of expenses provided by this Article shall be in addition to any other rights to which an Indemnified Person may be entitled under any other agreements, policies, or applicable laws.

51. Effective Date of Amendments: Any amendments to this Article shall

become effective upon approval by the Board of Directors, as required, and shall apply prospectively, unless otherwise specified.

53. Specific References: Each reference to a particular statute or law in this Article shall include any amendments or successors to such statute or law, ensuring the indemnification provisions remain current and valid under evolving legal standards.

54. Indemnification Committee: The Board of Directors may establish a committee to review and make recommendations regarding indemnification requests and provide guidance on best practices, ensuring that all indemnification matters are handled with due diligence.

55. Documentation of Indemnification: The Corporation shall maintain detailed records of all indemnification approvals, payments, and related communications, ensuring that the process is transparent and accountable.

56. Precedence of Indemnification: In the event of any conflict between the provisions of this Article and any other provisions of the Corporation's bylaws or resolutions, the provisions of this Article shall prevail with respect to indemnification matters.

57. Final Authority: The Board of Directors shall have the final authority to interpret and implement the provisions of this Article, including determining the eligibility of any Indemnified Person for indemnification and the extent to which indemnification may be granted.

58. No Duplication of Rights: No Indemnified Person shall have more than one set of rights to indemnification for the same matter under different sections of these bylaws or any other governing documents of the Corporation.

59. Promotion of Good Governance: The Corporation encourages a

culture of good governance, transparency, and accountability by providing these indemnification protections to directors and officers, thereby facilitating their ability to make decisions in the best interests of the Corporation without fear of personal liability.

60. Acknowledgment of Indemnification Rights: By accepting a position as a director or officer of the Corporation, the individual acknowledges and agrees to the terms and conditions of indemnification as set forth herein and affirms the understanding that such terms are intended to protect them in their capacities as leaders and decision-makers within the Corporation.

61. Severability of Responsibilities: The provisions set forth in this Article are severable, and if any provision is found to be invalid or unenforceable, such invalidity shall not affect the validity or enforceability of the remaining provisions.

62. Definitions and Interpretations: Any ambiguities or uncertainties arising from the language of this Article shall be interpreted in favor of the Indemnified Person, promoting the broadest application of indemnification permissible under law.

63. Ratification of Indemnification: Any indemnification provided for by this Article shall be ratified by the Board of Directors if required, and any prior conduct of an Indemnified Person that has yet to receive formal indemnification under this Article shall still be eligible for indemnification.

64. Effective Date: This Article shall become effective immediately upon its adoption by the Board of Directors and shall apply to all actions, claims, or proceedings initiated both before and after this date.

65. Transition Provisions: Any director or officer who served prior to the

adoption of this Article shall also be entitled to the benefits of this indemnification policy for any actions taken while in office.

66. Annual Report on Indemnification: The Corporation shall provide an annual report detailing any indemnification payments made under this Article, ensuring transparency and accountability.

68. Record-Keeping: The Corporation shall keep accurate and comprehensive records of all indemnification requests received, decisions made, and the rationale behind decisions made concerning indemnification, to ensure that there is a transparent process that can be audited when necessary.

69. Incorporation into Corporate Governance Policies: This Article shall be incorporated into the Corporation's broader corporate governance policies and shall be cited as a key component of the Corporation's commitment to protecting its directors and officers.

70. Acknowledgment of By-law Changes: By accepting appointment as an officer or director, individuals confirm their awareness of and agreement to any changes made to this Article in the future, as approved by the Board of Directors.

71. Documentation Provided: The Corporation shall provide each current and newly appointed director and officer with a copy of this indemnification provision, outlining their rights and responsibilities hereunder.

72. Indemnification of Employees: This Article may also extend to certain key employees of the Corporation at the discretion of the Board of Directors, reflecting the importance of their roles in supporting the Corporation's operations and objectives.

73. Change in Law: In the event that any changes to applicable laws alter

the enforceability of any provisions of this Article, the Corporation shall promptly adjust the indemnification policies to remain in compliance with such laws while striving to maintain the original intent of protecting its directors and officers.

74. No Implied Rights: Nothing in this Article shall be construed to create any rights or benefits to any person or entity other than the expressly identified Indemnified Persons, and no third-party rights are intended or created herein.

75. Availability of Indemnification: The obligation of the Corporation to indemnify an Indemnified Person shall in no event exceed the amounts that may be lawfully indemnified under applicable law, including any statutory limitations.

76. Indemnification Notice: The Corporation shall inform any Indemnified Person of their rights to indemnification under this Article upon their election or appointment.

CERTIFICATE OF EXECUTIVE PASTOR

I, Hiran Rodriguez, certify that I am the current elected and acting Pastor of the benefit Corporation/Organization, and the above bylaws are the bylaws of this Corporation/Organization as adopted by the Board of Directors on November 24, 2024, and that they have not been amended or modified since the above.

EXECUTED on this day of **November 24, 2024**, in the County of Jefferson in the State of Louisiana.



Duly Elected Pastor