

## CODE OF REGULATIONS

### OF

## COLUMBIA COMMUNITY FOUNDATION

The undersigned, who together constitute all of the Directors of the COLUMBIA COMMUNITY FOUNDATION, an Ohio corporation not for profit, do hereby adopt the following regulations for the government of said corporation:

### ARTICLE I

#### The Board of Directors

1. Designation of the Board. The members of the Board of Directors shall consist of **President, Vice President, Secretary, Treasurer**, and/or such other persons (including, without limitation, for all purposes of this Code of Regulations, a corporation, whether nonprofit or for profit, a partnership, a trust, and an unincorporated society or association) as the Directors may elect, by a vote of a majority of all the members of the Columbia Community Foundation, at any annual or special meeting of the Board. The number of Directors shall be nine (9) or such other number as determined by a majority of the Directors.

2. Control. The business and property of the Columbia Community Foundation shall be managed and controlled by a Board of Directors. The Board of Directors shall be invested with the power and the responsibility to invest and account for all funds of the Columbia Community Foundation, to cause the Columbia Community Foundation to make such contributions to other organizations in a manner consistent with the Columbia Community Foundation's Articles of Incorporation, to comply with the restrictions set forth in said Articles, and otherwise to fulfill their functions in accordance with Ohio Revised Code Chapter 1702 (Ohio Nonprofit Corporation Law) and the United States Internal Revenue Code of 1986. Pursuant to Ohio Revised Code Section 1702.14, the Directors shall serve also as the members of the Columbia Community Foundation.

3. Term. Each Director shall serve until his or her successor is designated or elected, as the case may be, or until his or her earlier resignation, removal from office, or death. A Director may be removed from office at any time by a majority of the quorum at a meeting of Directors for which the notice has specified that such contemplated action is one of the purposes of the meeting. A Director may resign at any time by giving written notice of such resignation to the Board of Directors. If a Director verbally resigns during a regularly scheduled meeting of the Board of Directors, written notification of the resignation should be submitted to the entire Board of Directors by the Director within seven days following the

regularly scheduled meeting where the verbal notification by the Director was provided. If no written notification is received within seven days, the verbal notification provided by the Director will be considered the official notification and be recorded as such within the official meeting minutes.

4. Vacancies. If a Director ceases to serve for any reason, his or her successor shall be elected by the Directors at the next annual or special meeting of Directors.

5. Meetings. Meetings of the Board of Directors may be called by the President or Vice President of the Columbia Community Foundation, and must be called by either of them on the written request of any two Directors on the Board of Directors.

6. Notice of Meetings. Notice of all Directors' meetings, except as herein otherwise provided, shall be given by mailing the same at least three (3) days, or by telephoning the same at least one (1) day, before the meeting to the usual business or residence address of each Director, but such notice may be waived by any Director. Regular meetings of the Board of Directors may be held without notice at such time and place as shall be determined by the Board. Any business may be transacted at any Directors' meeting for which proper notice has been given. At any meeting at which every Director shall be present, even though without any notice or waiver thereof, any business may be transacted.

7. Chairman. At all meetings of the Board of Directors, the President shall preside as chairman thereof. In the absence of the President, the Vice President shall so serve.

8. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by this Code of Regulations. If a conflict of interest exists among one or more Directors, a quorum is defined in Article 7, Number 5, Section D of this Code of Regulations. If at any meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time without further notice to any absent Director.

9. Compensation. Directors shall not receive any stated salary for their services as such, but, by resolution of the Board of Directors, the expenses of attendance may be allowed for attendance at each regular or special meeting of the Board. The Board of Directors shall have power, in its discretion, to contract for and to pay to Directors rendering unusual or exceptional services to the Columbia Community Foundation special compensation appropriate to the value of such services.

10. Removal. Any Director may be removed from office by the Directors at any regular or special meeting called for that purpose. A Director absent from three (3) regular board meetings in any twelve (12) month period may be dropped from membership on the

Board of Directors, unless confirmed to be an excused absence. The termination of any Director shall require a two-thirds (2/3) vote of the entire Board of Directors for removal. A member of the Board of Directors may, at any scheduled Board Meeting, request a vote on the termination of a Director. If that motion is sustained by a majority vote, a special meeting will be called for a time no earlier than ten (10) days and no later than thirty (30) days from the time of the passage of the motion calling for a vote. At the time of this second meeting, it will require a two-thirds (2/3) vote of the entire Board of Directors, by sealed ballot (either present or by proxy) to remove a Director. Both meetings shall require the presence of a quorum of a majority of the Board of Directors.

## ARTICLE II

### Action Without a Meeting

Any action which may be authorized or taken at a meeting of the Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered into the records of the Columbia Community Foundation.

## ARTICLE III

### Officers

1. Number. The officers of the Columbia Community Foundation shall be the President, Vice President, Secretary, Treasurer, and such other offices with such powers and duties not inconsistent with this Code of Regulations as may be appointed and determined by the Board of Directors. Any two offices, except those of President and Vice President, may be held by the same person.

2. Election and Term of Office. The President and the other officers shall be elected by the Board of Directors from among such persons as the Board of Directors may see fit, and shall serve until their successors are duly elected or until his or her earlier resignation, removal from office, or death. An Officer may resign at any time by giving written notice of such resignation to the entire Board of Directors. If an Officer verbally resigns during a regularly scheduled meeting of the Board of Directors, written notification of the resignation should be submitted to the entire Board of Directors by the Officer within seven days following the regularly scheduled meeting where the verbal notification by the Officer was provided. If no written notification is received within seven days, the verbal notification provided by the Officer will be considered the official notification and be recorded as such within the official meeting minutes.

3. Vacancies. In case any office of the Columbia Community Foundation becomes vacant by death, resignation, retirement, disqualification, or any other cause, the Directors then in office may elect an officer to fill such vacancy, and the officer so elected shall hold office and serve until the election and qualification of his or her successor.

4. President/Chief Executive Officer. The President shall preside at all meetings of Directors. He or she shall have and exercise general charge and supervision of the affairs of the Columbia Community Foundation and shall do and perform such other duties as may be assigned to him or her by the Board of Directors.

5. Vice President. At the request of the President, or in the event of his or her absence or disability, the Vice President shall perform the duties and possess and exercise the powers of the President, and to the extent authorized by law the Vice President shall have such other powers as the Board of Directors may determine, and shall perform such other duties as may be assigned to him or her by the Board of Directors.

6. Secretary. The Secretary shall have charge of such books, documents and papers as the Board of Directors may determine. He or she shall attend and keep the minutes of all the meetings of the Board of Directors and Directors of the Columbia Community Foundation. He or she shall keep a record, containing the names, alphabetically arranged, of all persons who are Directors of the Columbia Community Foundation, showing their mailing addresses, and such book shall be open for inspection as prescribed by law. He or she may sign with the President or Vice President, in the name and on behalf of the Columbia Community Foundation, any contracts or agreements authorized by the Board of Directors, and when so authorized or ordered by the Board of Directors. He or she shall, in general, perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may be assigned to him or her by the Board of Directors.

7. Treasurer. The Treasurer shall have the custody of all funds, property, and securities of the Columbia Community Foundation, subject to such regulations as may be imposed by the Board of Directors. He or she may be required to give bond for the faithful performance of his or her duties, in such sum and with such sureties as the Board of Directors may require. He or she shall, in general, perform all of the duties incident to the office of Treasurer, subject to the control of the Board of Directors.

8. Salaries. The salaries, if any, of all officers shall be fixed by the Board of Directors, and the fact that any officer is a Director shall not preclude him or her from receiving a salary or from voting on the resolution providing for the same.

9. Removal. Any officer may be removed from office by the Directors at any regular or special meeting called for that purpose. An Officer absent from three (3) regular board meetings in any twelve (12) month period may be dropped from membership on the Board of Directors, unless confirmed to be an excused absence. The termination of any Officer

shall require a two-thirds (2/3) vote of the entire Board of Directors for removal. A member of the Board of Directors may, at any scheduled Board Meeting, request a vote on the termination of an Officer. If that motion is sustained by a majority vote, a special meeting will be called for a time no earlier than ten (10) days and no later than thirty (30) days from the time of the passage of the motion calling for a vote. At the time of this second meeting, it will require a two-thirds (2/3) vote of the entire Board of Directors, by sealed ballot (either present or by proxy) to remove an Officer. Both meetings shall require the presence of a quorum of a majority of the Board of Directors.

#### ARTICLE IV

##### Agents and Representatives

The Board of Directors may appoint such agents and representatives of the Columbia Community Foundation with such powers and to perform such acts or duties on behalf of the Columbia Community Foundation as the Board of Directors may see fit, so far as may be consistent with this Code of Regulations, to the extent authorized or permitted by law.

#### ARTICLE V

##### Voting Upon Stock of Other Corporations

Unless otherwise ordered by the Board of Directors, the President shall have full power and authority on behalf of the Columbia Community Foundation to vote, either in person or by proxy, at any meeting of stockholders of any corporation in which this corporation may hold stock, and at any such meeting may possess and exercise all of the rights and powers incident to the ownership of such stock which, as the owner thereof, this corporation might have possessed and exercised if present. The Board of Directors may confer like powers upon any other person and may remove any such powers as granted at its pleasure.

#### ARTICLE VI

##### Prohibition Against Sharing in Corporate Earnings

No member, Director, officer, or employee of, or member of a committee of, or person connected with, the Columbia Community Foundation or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Columbia Community Foundation, provided that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Columbia

Community Foundation in effecting any of its purposes as shall be fixed by the Board of Directors.

## ARTICLE VII

### Conflicts of Interests

1. Purpose. The purpose of this conflict of interest policy is to protect the Columbia Community Foundation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Director of the Columbia Community Foundation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

2. Definitions.

A. Interested Person. Any Director, principal officer, or member of a committee of the Board of Directors who has a direct or indirect financial interest, as defined below, is an interested person.

B. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(i) An ownership or investment interest in any entity with which the Columbia Community Foundation has a transaction or arrangement,

(ii) A compensation arrangement with the Columbia Community Foundation or with any entity or individual with which the Columbia Community Foundation has a transaction or arrangement, or

(iii) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Columbia Community Foundation is negotiating a transaction or arrangement.

Notwithstanding the foregoing, a person who has a financial interest may have a conflict of interest only if the Board of Directors or appropriate committee decides that a conflict of interest exists.

C. Compensation. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

3. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose in writing each year the existence of the financial interest and

all material facts to the Directors and/or committee Directors considering the proposed transaction or arrangement.

4. Determining Whether a Conflict of Interest Exists. After written disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee Directors shall decide if a conflict of interest exists.

5. Procedures for Addressing the Conflict of Interest.

A. An interested person may make a presentation at the Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

B. The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

C. After exercising due diligence, the Board or committee shall determine whether the Columbia Community Foundation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

D. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or committee shall determine by a majority vote of all of the disinterested Directors whether the transaction or arrangement is in the Columbia Community Foundation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

6. Violations of the Conflicts of Interest Policy.

A. If the Board or committee has reasonable cause to believe a Director has failed to disclose actual or possible conflicts of interest, it shall inform such Director of the basis for such belief and afford him or her an opportunity to explain the alleged failure to disclose.

B. If, after hearing such person's response and after making further investigation as warranted by the circumstances, the Board or committee determines the

Director has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

7. Periodic Reviews. To ensure the Columbia Community Foundation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

A. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

B. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Columbia Community Foundation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

8. Use of Outside Experts. When conducting the periodic reviews as provided for in Paragraph 7 of this Article VII, the Columbia Community Foundation may, but need not, retain independent advisors and/or experts. If independent third parties are retained for this purpose, such action shall not relieve the Board of Directors of its responsibility for ensuring that periodic reviews are conducted.

## ARTICLE VIII

### Indemnification

1. Third-Party Actions. The Columbia Community Foundation may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding, other than an action by or in the right of the Columbia Community Foundation, by reason of the fact that he or she is or was a Director, officer, employee, or agent of or a volunteer of the Columbia Community Foundation, or is or was serving at the request of the Columbia Community Foundation as a Director, officer, employee, manager, or agent of or a volunteer of another domestic or foreign nonprofit corporation or corporation for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she 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 Columbia Community Foundation, and, with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or

conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Columbia Community Foundation, and, with respect to any criminal action or proceeding, a presumption that the person had reasonable cause to believe that his or her conduct was unlawful.

2. Actions By or in the Right of the Columbia Community Foundation. The Columbia Community Foundation shall indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Columbia Community Foundation to procure a judgment in its favor, by reason of the fact that he or she is or was a Director, officer, employee, or agent of or a volunteer of the Columbia Community Foundation, or is or was serving at the request of the Columbia Community Foundation as a Director, officer, employee, manager, or agent of or a volunteer of another domestic or foreign nonprofit corporation or corporation for profit, a limited liability company, or a partnership, joint venture, trust or other enterprise against expenses, including attorney's fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she 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 Columbia Community Foundation, except that no indemnification shall be made in respect of any of the following:

A. Any claim, issue, or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Columbia Community Foundation unless, and only to the extent that, the court of common pleas or the court in which the action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court considers proper;

B. Any action or suit in which liability is asserted against a Director and that liability is asserted only pursuant to Section 1702.55 of the Ohio Revised Code.

3. Successful Defense. To the extent that a Director, officer, employee, manager, agent, or volunteer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph 1 or 2 of this Article, or in defense of any claim, issue, or matter in such an action, suit, or proceeding, he or she shall be indemnified against expenses, including attorney's fees, actually and reasonably incurred by him or her in connection with that action, suit, or proceeding.

4. Authorization of Indemnification. Unless ordered by a court and subject to Paragraph 3 of this Article, any indemnification under Paragraph 1 or 2 of this Article shall be made by the Columbia Community Foundation only as authorized in the specific case, upon a determination that indemnification of the Director, officer, employee, manager, agent, or

volunteer or proper in the circumstances because he has or she met the applicable standard of conduct set forth in Paragraph 1 or 2 of this Article. Such determination shall be made in any of the following manners:

A. By a majority vote of a quorum consisting of Directors of the indemnifying corporation who were not and are not parties to or threatened with the action, suit, or proceeding referred to in Paragraph 1 or 2 of this Article;

B. Whether or not a quorum as described in Paragraph 4A of this Article is obtainable, and if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Columbia Community Foundation or any person to be indemnified within the past five years;

C. By the court of common pleas or the court in which the action, suit, or proceeding referred to in Paragraph 1 or 2 of this Article was brought.

If an action or suit by or in the right of the Columbia Community Foundation is involved, any determination made by the disinterested Directors under Paragraph 4A of this Article or by independent legal counsel under Paragraph 4B of this Article shall be communicated promptly to the person who threatened or brought the action or suit under Paragraph 2 of this Article, and, within ten days after receipt of such notification, such person shall have the right to petition the court of common pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

## 5. Expenses.

A. Unless, at the time of a Director's or volunteer's act or omission that is the subject of an action, suit, or proceeding referred to in Paragraph 1 or 2 of this Article, the articles or regulations of the Columbia Community Foundation state, by specific reference to this Paragraph, that its provisions do not apply to the Columbia Community Foundation, or unless the only liability asserted against a Director in an action, suit or proceeding referred to in Paragraph 1 or 2 of this Article is pursuant to Section 1702.55 of the Ohio Revised Code, or unless this Paragraph 5A applies, the expenses incurred by the Director or volunteer in defending the action, suit, or proceeding, including attorney's fees, shall be paid by the Columbia Community Foundation. Upon the request of the Director or volunteer and in accordance with Paragraph 5B of this Article, those expenses shall be paid as they are incurred, in advance of the final disposition of the action, suit, or proceeding.

Notwithstanding the above, the expenses incurred by a Director or volunteer in defending an action, suit, or proceeding referred to Paragraph 1 or 2 of this Article,

including attorney's fees, shall not be paid by the Columbia Community Foundation upon the final disposition of the action, suit, or proceeding, or, if paid in advance of the final disposition of the action, suit, or proceeding, shall be repaid to the Columbia Community Foundation by the Director or volunteer, if it is proved, by clear and convincing evidence, in a court with jurisdiction that the act or omission of the Director or volunteer was one undertaken with a deliberate intent to cause injury to the Columbia Community Foundation or was one undertaken with a reckless disregard for the best interests of the Columbia Community Foundation.

B. Expenses, including attorney's fees, incurred by a Director, officer, employee, manager, agent, or volunteer in defending any action, suit, or proceeding referred to in Paragraph 1 or 2 of this Article may be paid by the Columbia Community Foundation as they are incurred, in advance of the final disposition of the action, suit, or proceeding, as authorized by the Directors in the specific case, upon receipt of an undertaking by or on behalf of the Director, officer, employee, manager, agent, or volunteer to repay the amount if it ultimately is determined that he or she is not entitled to be indemnified by the Columbia Community Foundation.

6. Exclusiveness; Benefit. The indemnification authorized by this Article is not exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification, pursuant to the articles, the regulations, any agreement, a vote of disinterested Directors, or otherwise, both as to action in their official capacities and as to action in another capacity while holding their offices or positions, and shall continue as to a person who has ceased to be a Director, officer, employee, manager, agent, or volunteer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

7. Insurance. The Columbia Community Foundation may purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any person who is or was a Director, officer, employee, agent, or volunteer of the Columbia Community Foundation, or is or was serving at the request of the Columbia Community Foundation as a Director, officer, employee, manager, agent or volunteer of another domestic or foreign nonprofit corporation or corporation for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Columbia Community Foundation would have the power to indemnify him or her against that liability under this Article. Insurance may be so purchased from or so maintained with a person in which the Columbia Community Foundation has a financial interest.

## ARTICLE IX

### Amendments

The Code of Regulations may be altered, amended or repealed at any meeting of Directors of the Columbia Community Foundation by a majority vote of all the Directors represented either in person or by proxy, provided that the proposed action is set forth in the notice of such meeting.

Ronald B. Krisko  
Columbia Community Foundation  
President

Deborah Hitchcock  
Columbia Community Foundation  
Secretary

10/12/09  
Date:

10/12/09  
Date: