

BYLAWS OF

Episcopal Church of the Ascension, Houston

ARTICLE I

DEFINITIONS

The following terms shall have the meanings set forth below, unless context requires otherwise:
"Bishop" shall mean the Bishop of the Diocese of Texas.

"Bylaws" shall mean these Bylaws and any valid amendment thereof.

"Canons" shall mean the Canons of the Episcopal Church or the Diocese of Texas, as used in context, as now constituted or as the same may be amended. Used alone, "Canons" shall mean the Canons of the Diocese of Texas.

"Certificate" shall mean the Certificate of Formation of the Corporation and any valid amendment thereof.

"Church" shall mean Episcopal Church of the Ascension.

"Code" shall mean the Texas Business Organizations Code, as now constituted or as the same may be amended.

"Constitution" shall mean the Constitution of the Episcopal Church or the Diocese of Texas, as used in context, as now constituted or as the same may be amended. Used alone, "Constitution" shall mean the Constitution of the Diocese of Texas.

"Corporation" shall mean Episcopal Church of the Ascension, Houston, a Texas non-profit corporation. The terms "Corporation" and "Church" shall be synonymous.

"Diocese of Texas" shall mean the Episcopal Diocese of Texas.

"Episcopal Church" shall mean the Protestant Episcopal Church in the United States of America.

"Governing Body" shall mean a "Vestry" in the case of a Parish or a "Bishop's Committee" in the case of a Mission.

"Members" shall have the meaning ascribed to it in the Certificate.

"Mission" shall have the meaning ascribed to it in the Constitution and Canons of the Episcopal Church and the Diocese of Texas.

"Organization Meeting" shall mean the meeting held pursuant to Section 22.104 of the Code.

"Parish" shall have the meaning ascribed to it in the Constitution and Canons of the Episcopal Church and the Diocese of Texas.

"Rector" shall mean the Rector of the Church.

ARTICLE II

THE CORPORATION AND CHURCH

Section 1. Structure. The Corporation is a non-profit corporation organized under the laws of the State of Texas, which has members within the meaning of Section 1.002(53) of the Code. The Certificate of the Corporation was filed in the office of the Secretary of State of the State of Texas on August 12, 1992.

Section 2. Purposes. The Corporation is organized and is to be operated and administered exclusively for religious and charitable purposes as *Episcopal Church of the Ascension, Houston*, a church in union with the Episcopal Church and the Diocese of Texas. In pursuit of the foregoing purposes, the Corporation may (a) receive personal property and use and apply the income therefrom and the principal thereof; (b) receive real property, title to which shall be vested in accordance with the Constitution and Canons of the Diocese of Texas; and (c) undertake any other act or action permitted by the Code.

Section 3. Authority of the Constitution and Canons. In the accomplishment of the above purposes and subject to the terms and conditions of the Certificate, the Corporation hereby recognizes and accedes to the authority of the Constitution and Canons of the Episcopal Church and the Diocese of Texas and agrees to conform to the Doctrine, Discipline and Worship of the Episcopal Church and the Diocese of Texas.

The Corporation shall have Members, a Rector, assistant or associate Rectors, if any, a Vestry, a Senior Warden, a Junior Warden, a Clerk and such other officers as may be authorized or permitted by the Constitution and Canons of the Episcopal Church or the Diocese of Texas, each and all of whom shall be determined, selected or elected, as the case may be, and, upon such determination, selection or election, shall have such rights, powers, duties and responsibilities as are authorized or permitted by the Constitution and Canons of the Episcopal Church and the Diocese of Texas.

The Church is a Parish; however, pursuant to the Constitution and Canons of the Episcopal Church and the Diocese of Texas, the Church may be a Parish or a Mission. If and while the Church is a Parish or a Mission, the provisions of the Constitution and Canons of the Episcopal Church and the Diocese of Texas relating to a Parish or a Mission, respectively, shall apply to the Church, including, without limitation, its membership, Governing Body, officers and employees. Without limiting the generality of the preceding sentence, if the Church reverts to Mission status, its Vestry shall thereupon become its Bishop's Committee and its Rector shall become its Priest-in-Charge (and references herein to the Church's "Vestry" and "Rector" shall thereafter mean, without the necessity for amending this Certificate, the Church's Bishop's Committee and Priest-in-Charge, respectively). If the Church thereafter becomes a Parish, its Bishop's Committee shall thereupon become its Vestry and its Priest-in-Charge shall become its Rector.

Section 4. Conflict. In the event of any conflict between the provisions of Articles I and II and any other provisions of these Bylaws, the provisions of Articles I and II shall prevail.

ARTICLE III

OFFICES

The principal place of business of the Corporation is located at 2525 Seagler Road, Houston, TX 77042. The Corporation may have such other offices as the Vestry may determine or as the affairs of the Corporation may require from time to time.

ARTICLE IV

VESTRY

Section 1. Powers, Numbers, Vacancies and Term of Office. The Vestry shall be elected and shall hold office as provided in the Canons and shall have the right, powers, duties and responsibilities of the Vestry as provided in the Canons.

Section 2. Meetings of the Vestry. Subject to Section 1 of this Article, the Vestry may hold meetings, maintain an office and keep the Corporation's books and records at such place or places within the State of Texas as the Vestry may from time to time determine; provided, however, that in the absence of any such determination, such place shall be the Corporation's registered office in the State of Texas.

Section 3. Annual Meetings. Subject to Section 1 of this Article, (a) the annual meeting of the Vestry ("Annual Meeting") shall be held as soon as reasonably possible, and in any event, within thirty (30) business days after the annual Parish meeting wherein the new members of the Vestry shall have been duly elected, and (b) the Annual Meeting may be held at such place as shall be designated by resolution of the Vestry. The purpose of the Annual Meeting shall be to (a) elect officers for the ensuing year and (b) transact such other business as may be properly brought before such meeting. Notice of the Annual Meeting shall be required. Provided that it is held within the time specified in this Section, the Annual Meeting may be a Regular Meeting of the Vestry.

Section 4. Regular Meetings. Regular meetings of the Vestry ("Regular Meetings") shall be held at such times and places as shall be designated from time to time by resolution of the Vestry. No notice of Regular Meetings shall be required.

Section 5. Special Meetings. Special meetings of the Vestry ("Special Meetings") shall be held whenever called by the Rector or, upon the written request of a majority of the members of the Vestry, by the Clerk. Notice of Special Meetings shall be required.

Section 6. Notice of Meetings. The Clerk shall give notice of each Annual and Special Meeting to each member of the Vestry in person, or by mail, email, or telephone at least three (3) calendar days before such meeting. The members of the Vestry may waive notice of any meeting. At any such meeting at which every member of the Vestry shall be present, even though without notice, any matter pertaining to the Corporation's purposes may be considered and acted upon; provided, at a Special Meeting only (i) the matters set forth in the notice of such meeting and (ii) any other matters all members of the Vestry agree to consider at such meeting may be considered and acted upon.

Section 7. Action Without a Meeting by Members of the Vestry. Any action that is required by law, the Certificate, or the Bylaws to be taken at a meeting of the Vestry, or any action that may be taken at a meeting of the Vestry, may be taken without such a meeting if a consent in writing setting forth the action to be taken shall be signed by all of the Members of the Vestry.

Section 8. Quorum. A majority of the then acting members of the Vestry shall constitute a quorum. If at any meeting of the Vestry there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Vestry present at a meeting at which a quorum is present shall be the act of the Vestry, unless the act of a greater number is required by law, the Certificate, or the Bylaws.

Section 9. Presiding Officer. At all meetings of the Vestry, the Rector shall preside; provided, in the absence of the Rector, the Senior Warden or Junior Warden, taking precedence in the order named, shall preside. The Clerk of the Corporation shall act as secretary of all meetings of the Vestry, but in the absence of the Clerk, the presiding officer may appoint any person to act as secretary of the meeting.

Section 10. Compensation. Persons serving as members of the Vestry shall not receive any salary or compensation for their services as members of the Vestry; provided, however, that nothing contained herein shall be construed as precluding any member of the Vestry from receiving compensation in a reasonable amount for personal services rendered (other than services rendered as a member of the Vestry) that are reasonable and necessary in carrying out the Corporation's purposes as the Vestry may from time to time determine.

Section 11. Removal. Any member of the Vestry may be removed as provided in the Constitution and Canons.

ARTICLE V

COMMITTEES

Section 1. Committees. The Vestry may from time to time designate members of the Vestry to constitute committees that shall have and may exercise such powers as a majority of the Vestry may determine in the resolution that creates the committee. The Vestry may appoint individuals who are not members of the Vestry to any committee; provided, however, that a majority of the committee members shall be members of the Vestry if such committee exercises the authority of the Vestry in the management of the Corporation. Other committees, not having and exercising the authority of the Vestry in the management of the Corporation, may be designated and members appointed by a resolution adopted by the Vestry, or by the Rector if authorized by a resolution of the Vestry or by these Bylaws, and members of such committees may, but need not, be limited to Vestry members.

Section 2. Procedures: Meetings: Quorum. Any committee created by the Vestry or these Bylaws, unless otherwise expressly provided herein, shall (a) have a chair designated by the Vestry, (b) fix its own rules or procedures, and (c) meet at such times and at such places as may be provided by such rules or by resolution of such committee or resolution of the Vestry. At every meeting of any such committee, the presence of a majority of all the members shall constitute a quorum, and the affirmative vote by the majority of the members present shall be necessary for the adoption of any action, unless otherwise expressly provided in the committee's rules or procedures, these Bylaws, or by the Vestry.

Section 3. Removal. Any member of a committee elected or appointed by the Vestry or the Rector may be removed by the Vestry or the Rector, as the case may be.

ARTICLE VI

OFFICERS

Section 1. Officers. Number. Titles and Term of Office. The officers of the Corporation shall be the Rector, the Senior Warden, Junior Warden, Clerk, assistant or associate Rectors, if any, and such other officers as are authorized or permitted by the Constitution and Canons with respect to the Church. The term of office and duties of the officers shall be governed by the Constitution and Canons, and, subject to the Constitution and Canons, shall be determined by the Vestry.

Section 2. Compensation of Officers. The Rector and assistant or associate Rectors, if any, shall be entitled to compensation. Other officers of the Corporation other than the Senior Warden and the Junior Warden, with the approval of the Vestry, may receive reasonable compensation for services that are necessary in carrying out the Corporation's purposes.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The Corporation's fiscal year shall be the calendar year.

Section 2. Seal. The Corporation's seal, if any, shall be such as may be approved by the Vestry.

Section 3. Telecommunication Meetings. Subject to the requirements of law for notice of meetings, unless otherwise restricted by the Certificate or these Bylaws, members of the Vestry and members of any committee may participate in and hold a meeting of the Vestry or committee, as the case may be, by means of a telecommunication system, including telephone, video conferencing, or an Internet-based communication system, or any combination, provided the system permits each person participating in the meeting to communicate with all other persons participating in the meeting in either real time or within specified beginning and ending dates and times during which the meeting takes place. If voting is to take place at the meeting, the Corporation must (a) implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and (b) keep a record of any vote or other action taken.

ARTICLE VIII

CONFLICTS OF INTEREST POLICY

Section 1. Purpose. The purpose of the conflicts of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or member of the Vestry of the Corporation 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 conflicts of interest applicable to nonprofit and charitable corporations.

Section 2. Definitions.

(a) **Interested Persons.** Any member of the Vestry, officer, or member of a committee with Vestry-delegated powers 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 (1) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or (2) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement or, (3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

Section 3. Procedures.

- (a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and all material facts relating thereto to the Vestry and members of committees with Vestry-delegated powers considering the proposed transaction or arrangement.
- (b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts relating thereto, and after any discussion thereof, the interested person shall leave the Vestry or committee meeting while the financial interest is discussed and voted upon. The remaining Vestry or committee members shall decide if a conflict of interest exists.
- (c) Procedures for Addressing the Conflict of Interest.
 - (1) An interested person may make a presentation at the Vestry or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
 - (2) The Rector or chair of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - (3) After exercising due diligence, the Vestry or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
 - (4) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Vestry or committee shall determine by majority vote of the disinterested members of the Vestry or the committee, as the case may be, whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.
- (d) Violations of the Conflicts of Interest Policy.
 - (1) If the Vestry or a committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - (2) If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Vestry or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. Records of Proceedings. The minutes of the Vestry and all committees with Vestry-delegated powers shall contain:

- (a) Names of Persons with Financial Interest. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Vestry's or committee's decision as to whether a conflict of interest in fact existed; and
- (b) Names of Persons Present. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Section 5. Compensation Committees. A voting member of the Vestry or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation; provided, however, that no such person is prohibited from providing information to any committee regarding compensation.

Section 6. Annual Statements. Each member of the Vestry, officer, and member of a committee with Vestry-delegated powers shall annually sign a statement which affirms that such person

- (a) Receipt. Has received a copy of the conflicts of interest policy;
- (b) Read and Understands. Has read and understands the policy;
- (c) Agrees to Comply. Has agreed to comply with the policy; and
- (d) Tax Exemption. Understands that the Corporation is a charitable organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Section 7. Periodic Reviews. To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Corporation may conduct periodic reviews.

ARTICLE IX

INDEMNIFICATION AND INSURANCE

Section 1. Right to Indemnification. Subject to the limitations and conditions as provided in this Article IX, each person who was or is made a party or is threatened to be made a party or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a member of the Vestry or officer of the Corporation or while a member of the Vestry or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in

connection with such proceeding, but if the proceeding was brought by or in behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred or suffered by such person in connection therewith, and indemnification under this Article IX shall continue as to a person who has ceased to serve in the capacity that initially entitled such person to indemnity hereunder; provided, however, that in no case shall the Corporation indemnify any such person, or the legal representatives of any such person, with respect to any matters as to which such person shall be finally adjudged in any such proceeding to be liable on the basis that personal benefit resulted from an action taken in such person's official capacity, or in which such person is found liable to the Corporation. Any person entitled to indemnification pursuant to this Article IX is sometimes referred to as an "Indemnified Person."

Section 2. Advance Payment. The Indemnified Person's right to indemnification conferred in this Article IX shall include the right to be paid or reimbursed by the Corporation the reasonable expenses incurred by an Indemnified Person who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding; **provided**, however, that the payment of such expenses incurred by an Indemnified Person in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of a written affirmation by such Indemnified Person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article IX and a written undertaking, by or on behalf of such Indemnified Person, to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Section or otherwise.

Section 3. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to members of the Vestry and officers under this Article IX; and, the Corporation may indemnify and advance expenses to persons who are not or were not members of the Vestry, officers, employees or agents of the Corporation but who are or were serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefits plan or other enterprise against any liability asserted against such person and incurred by such person in such a capacity or arising out of such person's status as such a person to the same extent that it may indemnify and advance expenses to members of the Vestry under this Article IX.

Section 4. Appearance as a Witness. Notwithstanding any other provision of this Article IX, the Corporation may pay or reimburse expenses incurred by an Indemnified Person in connection with his or her appearance as a witness or other participation in a proceeding relating to the Corporation at a time when he or she is not named defendant or respondent in the proceeding.

Section 5. Non-exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article IX shall not be exclusive of any other right that an Indemnified Person may have or hereafter acquire under any law (common or statutory), provision of the Certificate of Formation or the Bylaws of the Corporation, agreement, vote of disinterested members of the Vestry, or otherwise.

Section 6. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself or any Indemnified Person, whether or not the Corporation would have the power to indemnify such person, against such expense, liability or loss under this Article IX.

Section 7. Savings Clause. If this Article IX, or any portion hereof, shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Indemnified Person as to costs, charges and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article IX that shall not have been invalidated and to the fullest extent permitted by applicable law.

Section 8. Limitation on Indemnity. Notwithstanding any provision of this Article IX to the contrary, the liability of the Corporation under this Article IX is limited to the proceeds and benefits of insurance, if any, actually paid or received with respect to the matter or event giving rise to any proceeding that constitutes a basis for the indemnity provided for in this Article IX; provided, the Vestry may, in the exercise of its sole discretion, waive or qualify this limitation in specific cases.

ARTICLE X

AMENDMENTS

These Bylaws may be altered, amended, or repealed by the affirmative vote of a majority of the then acting members of the Vestry at any Annual Meeting, Regular Meeting, or Special Meeting if written notice is given of the meeting and notice of the proposed amendment is contained in the notice of such meeting; provided, no such alteration, amendment or repeal shall be effective unless and until the same has been approved in writing by the Bishop; or, if the office of Bishop is vacant, by the Ecclesiastical Authority of the Diocese of Texas, which approval shall be evidenced by the signature of the Bishop or the Ecclesiastical Authority, as the case may be, on a document evidencing such alteration, amendment, or repeal.

CERTIFICATE OF CLERK

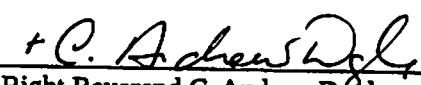
I hereby certify that these Bylaws were adopted by the Vestry of Episcopal Church of the Ascension, Houston on the 24 day of January, 2017.

Name: 

Title: Clerk

APPROVAL OF THE BISHOP

Approved on the 7 day of February, 2017.

By: 
The Right Reverend C. Andrew Doyle
Bishop of Texas