

BYLAWS of

COMFORT THE NATION

an Arizona nonprofit corporation

(adopted June 30, 2025)

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BYLAWS
OF
Comfort the Nation
an Arizona nonprofit Corporation

ARTICLE I
Offices

Section 1. Organization. Comfort the Nation ("CTN") is a nonprofit corporation organized under the laws of the State of Arizona.

Section 2. Offices. Comfort the Nation shall maintain its principal office in Glendale, Arizona or such other place within the State of Arizona as determined by the Board of Directors or as the business of CTN may require from time to time.

Section 3. Known Place of Business. The known place of business of CTN, as required by A.R.S. § 10-3501 to be maintained in the State of Arizona, may, but need not be, 4521 S. Butte Avenue, Tempe, AZ 85282. The address of the known place of business may be changed from time to time by the Board of Directors in accordance with A.R.S. § 10-3502.

ARTICLE II
Members

Comfort the Nation shall not have members.

ARTICLE III
Purpose

Comfort the Nation supports the people of Liberia, Africa by offering the essential tools, including but not limited to funding, necessary for expanding educational and economic opportunity. CTN acts strategically by using high impact methods of engagement and support that reflect best practice standards and policies and standards that comply with federal regulations governing domestic (US) public charities in international affairs. Moreover, CTN utilizes its indigenous knowledge of the existing educational systems in Liberia to identify, analyze, develop, implement and measure innovative and effective methods for improving educational outcomes for children and families including but not limited to individual scholarships. Finally, CTN recognizes and understands that a hungry child cannot learn. Consequently, CTN works to be a trusted resource partner for Liberian families by identifying methods for procuring and sources of delivering essential resources such as, but not limited to, educational materials and food supplies that can be moved from one part of the globe to another in the most economic way possible.

ARTICLE IV Directors

Section 1. Powers of Directors. The powers of CTN shall be exercised, and the business and affairs of CTN shall be managed by its Board of Directors, subject to any limitation which may be set forth in the Articles of Incorporation.

Section 2. Number. The Board of Directors shall always consist of at least three (3) but no more than nine (9) directors. Subject to the foregoing limitations, the number of directors may be altered from time to time by a duly adopted resolution of the Board of Directors, provided that no decrease shall have the effect of shortening the term of any incumbent director.

Section 3. Election, Qualification, Designation and Appointment of Directors. The Board of Directors as provided in the Articles of Incorporation shall elect the first Board of Directors at the organizational meeting. Thereafter, the Board of Directors at its annual meeting shall elect directors whose terms are due to expire, and each director elected shall hold office for the term for which he or she is elected or until his successor is elected or until his or her earlier death, resignation, or removal. Each director shall have one vote for each directorship to be elected. The nominee receiving the highest number of votes in the election for each directorship shall be elected to the Board.

Section 4. Qualifications of Directors. Any individual, whether or not a resident of the State of Arizona, is qualified to serve on the Board of Directors if duly elected in accordance with these bylaws.

Section 5. Ex Officio and Honorary Members. The Board may also appoint such honorary directors for such terms as they may deem proper, but said honorary directors thus appointed shall be without vote.

Section 6. Term of Office. The term of office of each director shall be three (3) years. At each annual meeting, all of the directors, except appointed or designated directors, if any, shall be elected for a term of three (3) years. The Board of Directors may from time to time by duly adopted resolution change the term of the directors.

Section 7. Resignation. Any director of CTN may resign at any time by giving written notice thereof to the Board of Directors, its presiding officer, or CTN. Such resignation shall take effect when the notice is delivered unless the notice specifies a later effective date or event and, unless otherwise specified with respect thereto, the acceptance of such resignation shall not be necessary to make it effective. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

Section 8. Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal, or any directorship to be filled by reason of an increase in the number of directors, shall be filled in accordance with other provisions of these bylaws and by the

affirmative actions of the organizations and individuals responsible for the appointment of members to the Board of Directors.

Section 9. Removal. A director may be removed, with or without cause, at a meeting called expressly for that purpose, by a vote of a majority of the directors.

Section 10. Quorum. A majority of the number of directors in office immediately before the meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such number is present at a meeting, the majority of the directors present may adjourn the meeting from time to time without further notice. If a quorum is present when a meeting is convened, the quorum shall be deemed to exist until the meeting is adjourned, notwithstanding the departure of one or more directors.

Section 11. Manner of Acting. At any meeting at which a quorum was present when the meeting was convened, the act of the majority of the directors present when a vote is taken shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Incorporation, or as otherwise provided in these Bylaws. Any provisions hereof requiring approval of a majority of the full Board shall require consent by one more than half the number of directors then serving on the Board, notwithstanding the number of directors present at the meeting at which such action is presented for a vote.

Section 12. Meetings. Meetings of the Board of Directors shall be held at such time, on such day, and at such place as the President of the Board or a majority of the Board of Directors shall designate, and may be held by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other or otherwise apprehend and follow the actions of the participants in a meeting, their participation in such a meeting to constitute presence in person.

Section 13. Notice. Notice of any meeting shall be delivered at least four (4) days previous thereto by written notice delivered personally, by mail or by any other commercially acceptable means of business communication to each director at his or her address. If mailed, such notice shall be deemed to be delivered four business days after deposit in the United States mail, so addressed, by certified delivery with postage prepaid. Notice of any meeting may be one (1) day previous if delivered personally, by facsimile, via email or by any other means sufficient to provide adequate notice. Any director may waive notice of any meeting.

Section 14. Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if all directors entitled to vote consent thereto in writing specifically setting forth such action taken. Such consent shall have the same effect as a unanimous vote.

Section 15. Compensation and Expenses. Directors shall serve as such without compensation. Expenses incurred in connection with the performance of their official duties may be reimbursed to directors upon approval of the Board of Directors. A director shall not be precluded from serving CTN in any other capacity nor from receiving compensation for such services.

Section 16. Presumption of Assent. A director of CTN who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action unless he or she objects at the start of the meeting or promptly on the director's arrival to holding the meeting or transacting business thereat; his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or unless he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to CTN before 5:00 p.m. on the next business day after the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 17. Vote by Proxy. There shall not be votes cast by proxy.

Section 18. Standard of Conduct. A director shall discharge his or her duties as a member of the board, including but not limited to the duties of such member as a member of a committee, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director reasonably believes to be in the best interests of CTN. In discharging his/her duties, a director is entitled to rely on information, opinions, reports, or statements, including financial statements and other data, if prepared or presented by any of the following: (1) one or more officers or employees of CTN whom the director reasonably believes are reliable and competent in the matters presented; (2) legal counsel, public accountants, or other person as to matters the director reasonably believes are within the person's professional or expert competence; and (3) a committee of or appointed by the Board of Directors of which the director is not a member if the director reasonably believes the committee merits confidence. A director is not acting in good faith if the director has knowledge that makes reliance on any of the above unwarranted. The creation or delegation of authority to or action by a committee of the Board does not alone constitute compliance with a director's standard of conduct.

ARTICLE V

Committees

Section 1. Standing and/or ad hoc Committees. The Board of Directors, by resolution adopted by a majority of the directors, may designate and appoint one or more committees, each of which shall consist of one or more directors, which committees, to the extent provided in the authorizing resolution, shall have and exercise the authority of the Board of Directors in the management of CTN.

Section 2. Committee Changes. The Board of Directors, with or without cause, may dissolve any committee or remove any member thereof at any time. The Board of Directors shall also have the power to fill vacancies in any committee.

Section 3. Tenure. Each member of a committee shall continue as a member thereof until the expiration of his or her term as a director or his or her earlier resignation or death, unless sooner removed as a member or as a director.

Section 4. Meetings and Actions. All of the provisions of these Bylaws governing meetings and notice, waiver, quorum and voting requirements of the Board of Directors also apply to committees and their members.

Section 5. Limitations on Committee Authority. Each committee of the Board may exercise the authority of the Board to the extent specified by the Board of Directors, provided that a committee shall not take any of the following actions: (1) authorize distributions; (2) fill vacancies on the Board of Directors or on any of its committees; (3) adopt, amend, or repeal bylaws; and (4) fix the compensation of directors for serving on the Board of Directors or any committee thereof.

ARTICLE VI

Officers

Section 1. Number. The officers of CTN shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer. With the exception of the President, any two or more offices may be held by the same person.

Section 2. Election and Term of Office. The officers of CTN shall be elected annually by a vote of the majority of the Board of Directors at the annual meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified, or until his or her earlier death, resignation, or removal.

Section 3. Resignation. An officer may resign at any time by delivering notice to CTN. A resignation is effective when the notice is delivered unless the notice specifies a later effective date or event. If a resignation is made effective at a later date or event and CTN accepts the later effective date, its Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

Section 4. Removal. Any officer or agent may be removed, with or without cause, by a vote of the majority of the full Board of Directors whenever in its judgment the best interests of CTN will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, creation of a new office, or any other reason, may be filled by a vote of the majority of the full Board of Directors for the unexpired portion of the term.

Section 6. President. The President of CTN shall preside at all meetings and shall have general charge and control of the affairs of CTN, subject to such regulations and restrictions as the Board of Directors shall from time to time impose.

Section 7. Secretary. The Secretary shall (a) keep the minutes of all meetings and proceedings of the Board of Directors, (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, (c) have charge of all the corporate books

and records except for such financial books and records as are the responsibility of the Treasurer, (d) have charge of the seal of CTN, if any, and see that such seal is affixed to all documents the execution of which on behalf of CTN under its seal is duly authorized, and (e) in general perform all of the duties as, from time to time, may be assigned to him or her by the President or Board of Directors.

Section 8. Treasurer. The Treasurer shall (a) have charge and custody of and be responsible for all funds and securities of CTN, and all financial books, records and accounts of CTN, (b) receive and give receipts for monies due and payable to CTN from any source whatsoever, and deposit all such monies in the name of CTN in such banks, trust companies or other depositories as shall be selected by the Board of Directors, and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 9. Vice President(s). The Board of Directors may elect one or more Vice Presidents. In the absence of the President or in the event of his or her death, inability, or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties and exercise the powers of the President and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President shall have such powers and perform such duties as, from time to time, may be assigned to him or her by the President or the Board of Directors.

Section 10. Compensation and Expenses. Officers shall serve as such without salary. Expenses incurred in connection with performance of their official duties may be reimbursed to officers upon approval by the Board of Directors. An officer shall not be precluded from serving CTN in any other capacity or from receiving compensation for services rendered in such other capacity.

Section 11. Standard of Conduct. If an officer has discretionary authority with respect to any duties, the officer shall discharge such duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the officer reasonably believes to be in the best interests of CTN. In discharging his/her duties, a director is entitled to rely on information, opinions, reports, or statements, including financial statements and other data, if prepared or presented by either of the following: (1) one or more officers or employees of CTN whom the officer reasonably believes are reliable and competent in the matters presented; and (2) legal counsel, public accountants, or other person as to matters the officer reasonably believes are within the person's professional or expert competence. An officer is not acting in good faith if the officer has knowledge that makes reliance on any of the above unwarranted.

ARTICLE VII

Contracts, Loans, Checks and Deposits

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of CTN, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of CTN and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances; provided, however, no loans shall be made by CTN to its directors or officers.

Section 3. Checks and Other Instruments. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of CTN shall be signed by such officer or officers, agent or agents of CTN and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of CTN not otherwise employed shall be deposited to the credit of CTN in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VIII

Corporate Seal

The Board of Directors may provide a corporate seal which, in such event, shall be circular in form, shall have inscribed thereon the name of CTN, the year of its incorporation, and the state of incorporation. The seal shall be in the custody of the Secretary.

ARTICLE IX

Waiver of Notice

Whenever any notice is required to be given to any director of CTN, a waiver thereof in writing signed by such director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except when the director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE X

Amendment of Bylaws

These Bylaws may be altered, amended, or repealed or new Bylaws adopted by a vote of the majority of the full Board of Directors.

ARTICLE XI

Nonprofit Operation

CTN will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of CTN will be distributed to its directors or officers without full consideration. CTN may contract in due course with its directors and officers without violating this provision.

ARTICLE XII

Indemnification

Section 1. Conditions to Indemnification. Unless otherwise ordered by a court of competent jurisdiction, no person to whom indemnification may otherwise be due pursuant to the provisions of this Article XII shall receive indemnification unless the conduct of such person giving rise to the claim for liability against such person was undertaken in good faith and the person reasonably believed that the conduct (i) was in the best interests of CTN (in the case of conduct in an official capacity) or (ii) was not opposed to the best interests of CTN (in all other cases), and the person had no reasonable cause to believe the conduct was unlawful. A person's conduct with respect to an employee benefit plan for a purpose such person reasonably believed to be in the interests of the participants in and beneficiaries of the plan satisfies the requirement of good faith noted above.

Section 2. Limitations on Indemnification. Outside Directors. Subject to Sections 1 and 2 of this Article, a director or former director, who, when serving as director, is not or was not a compensated officer, or employee of CTN nor the holder of more than ten percent (10%) of the voting power of CTN or of any affiliate of CTN (an "Outside Director"), shall be indemnified by CTN against liability in any proceeding in which such Outside Director was made a party because such person is or was a director of CTN.

Section 3. Other Directors and Officers. Subject to Sections 1, 2 and 8 of this Article, a director or former director, other than an Outside Director, or an officer or former officer shall be indemnified by CTN against liability in any proceeding in which such director was made a party because such person is or was a director or officer of CTN.

Section 4. Expenses of Litigation. CTN shall indemnify a director or officer or former director or officer who is the prevailing party, on the merits or otherwise, in the defense of any proceeding to which such person was a party because the person is or was serving as a director or officer of CTN against reasonable expenses incurred by such person in connection with the proceeding. Subject to Sections 1, 2 and 8 of this Article, CTN may indemnify a director or officer or former director or officer who is not the prevailing party in the defense of any proceeding to which such person was a party because the person is or was serving as a director or officer of CTN against reasonable expenses incurred by such person in connection with the proceeding. Subject to Sections 1 and 2 of this Article, CTN may indemnify an employee or agent of former employee or agent who, when serving as such, is or was not a director or officer of CTN, whether or not such person is the prevailing party in the defense of any proceeding in which such person was a party because the person is or was an employee or agent of CTN, against reasonable expenses incurred

by such person in connection with the proceeding to the extent authorized from time to time by the board of directors.

Section 5. Advancement of Expenses. Unless a court of competent jurisdiction shall order otherwise, CTN shall advance to an Outside Director and may advance to any other director, or officer, the reasonable expenses of litigation which CTN would be authorized to reimburse pursuant to Section 5 of this Article. The payment of litigation expenses in advance of final disposition of a proceeding shall be subject to the following conditions:

(a) The person shall furnish CTN with a written affirmation of the person's good faith belief that such person has met the conditions of Sections 1 and 2 of this Article or, in the case of other directors, any proceeding involving conduct for which liability has been eliminated under the articles of incorporation pursuant to A.R.S. § 10-3202(B)(1); and

(b) The person furnishes a written undertaking, executed personally or on such person's behalf, to repay the advance if it is ultimately determined that the person did not meet the conditions of Sections 1 and 2 of this Article and, in the case of other directors, the director is not entitled to mandatory indemnification under Section 4 of this Article and it is ultimately determined by a court of competent jurisdiction or pursuant to Section 4 of this Article that the director did not meet the conditions of Sections 1 and 2.

Section 6. Determination and Authorization. Except where indemnification is ordered by a court of competent jurisdiction or as provided in Section 3 or the first sentence of Section 5, CTN shall not indemnify any director or officer unless authorized in the specific case after a determination has been made that indemnification is permissible in the circumstances because the person has met the conditions of Sections 1 and 2. The determination shall be made either:

(a) By the Board of Directors by a majority vote of the directors not at the time parties to the proceeding; or

(b) By special legal counsel selected by majority vote of the disinterested directors or, if there are no disinterested directors, by majority vote of the board.

Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation of reasonableness of expenses shall be made by those entitled to select special counsel under subsection (b) above.

Section 7. Court Ordered Indemnification. Nothing in this Article XII shall be deemed to prohibit or prevent any director or officer who is a party to a proceeding to apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction.

Section 8. Other Indemnification. CTN may also provide for indemnification of a director, officer, employee or agent by contract or action of the board of directors provided that

such indemnification is not inconsistent with the provisions of this Article XII or the provisions of the Arizona Nonprofit Business Corporations Act.

Section 9. Scope of Indemnification. The indemnification provided herein shall apply also to any person who, while a director or officer of CTN, is or was serving at the request of CTN as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, but only to the extent that such person is not entitled to indemnification by law, company bylaw, article, charter or agreement (including insurance) of such other entity or entity, and the obligations undertaken by this Article XII shall be in excess of and shall not contribute with any indemnification or other payment provided by such other source. All references to a director, officer, employee or agent shall also include the heirs, estates, executors, administrators and personal representatives of such person.

Section 10. Insurance. CTN may purchase and maintain insurance on behalf of an individual who is or was a director or officer of CTN or who, while a director or officer of CTN, is or was serving at the request of CTN as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against liability asserted against or incurred by the person in that capacity or arising from the person's status as a director or officer, whether or not CTN would have power to indemnify the person or advance expenses to the person against the same liability under this Article XII or the Arizona Nonprofit Business Corporations Act.

Section 11. Notice. Any person who is or may be entitled to indemnification shall give timely written notice that a claim has been or is about to be made against him or her to the President of CTN or, if notice is to be given by the President, then to the Board of Directors, which shall permit CTN to defend him or her through legal counsel of its own choosing, and shall cooperate with CTN in defending against the claim; provided further that, as to any matter disposed of by compromise or settlement by such director or officer, no indemnification shall be provided for such payment or for any other expenses, unless such compromise or settlement shall be approved in writing by the Board of Directors, in advance, as being in the best interest of CTN.

Section 12. Subrogation. In the event that CTN makes a payment pursuant to this Article XII, CTN shall be subrogated to all of the indemnitee's rights of recovery against any person or organization, except as to a source of payment previously secured by the indemnitee through the expenditure of his or her own funds, and the indemnitee shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The indemnitee shall do nothing to prejudice CTN's right of subrogation.

Section 13. Survival of Indemnification. Any repeal or modification of this Article XII shall be prospective only and shall not adversely affect any right or claim of a person to indemnification existing at the time of such repeal or modification.

Section 14. Severability. If any portion of this Article XII is finally adjudicated to be invalid, it is intended that such a final adjudication shall not render any provision or portion thereof under this Article XII null and void in its entirety but rather give effect to this Article XII to the

fullest extent permitted by the Arizona Nonprofit Business Corporations Act or any other applicable law.

ARTICLE XIII

Conflict of Interest

Section 1. Purpose. The purpose of the conflict of interest policy is to protect CTN's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of CTN. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Section 2. Definitions.

2.1. Interested Person. Any director, principal officer or member of a committee with board delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

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

(a) as ownership or investment interest in any entity with which CTN has a transaction or arrangement, or

(b) a compensation arrangement with CTN or with any entity or individual with which CTN has a transaction or arrangement, or

(c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which CTN is negotiating a transaction or arrangement.

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

A financial interest is not necessarily a conflict of interest. Under Section 2.2, a person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

Section 3. Compensation.

(a) A voting member of the board who receives compensation, directly or indirectly, from CTN for services is precluded from voting on matters pertaining to that member's compensation;

(b) A voting member of any committee whose jurisdiction includes compensation matters and who received compensation, directly or indirectly, from CTN for services is precluded from voting on matters pertaining to that member's compensation;

(c) No voting member of the board or any committee whose jurisdiction includes compensation matters and who received compensation, directly or indirectly, from CTN, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 4. Procedures.

4.1. 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 must be given the opportunity to disclose all material facts to the directors and members of committees with board delegated powers considering the proposed transaction or arrangement.

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

4.3. Procedures for Addressing the Conflict of Interest

(a) An interested person may make a presentation at the board or committee meeting, but after such presentation, he/she shall leave the board meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

(b) The president of the board or chairperson of the 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 CTN 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.

(d) If a more advantageous transaction or arrangement is not reasonably attainable under the circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in CTN's best interest and for its own benefit and whether the transaction or arrangement is fair and reasonable to CTN and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

4.4 Determining Quorum. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee thereof which authorizes, approves or ratifies a transaction or arrangement.

Section 5. Violations of the Conflict of Interest Policy

(a) If the board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflict(s) 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.

(b) If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest(s), it shall take appropriate disciplinary and corrective action.

Section 6. Records of Proceedings. The minutes of the board and all committees with board delegated powers shall contain –

(a) 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 board's or committee's decision as to whether a conflict of interest in fact existed.

(b) 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 7. Annual Statements. Each director, principal officer and member of a committee with board delegated powers shall annually sign a statement which affirms that such person –

(a) has received a copy of the conflict of interest policy;

(b) has read and understands the policy;

(c) has agreed to comply with the policy; and,

(d) understands that CTN is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax exempt purposes.

Section 8. Periodic Review. To ensure that CTN 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, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable and are the results of arm's length bargaining.

(b) Whether acquisition of professional and other provider services to CTN results in inurement or impermissible private benefit.

(b) Whether acquisition of professional and other provider services to CTN results in inurement or impermissible private benefit.

(c) Whether partnership and/or joint venture arrangements or arrangements with management services organizations or other arrangements with organizations providing services to CTN conform to CTN's written policies for the acquisition of such services, are properly recorded, reflect reasonable payments for such goods and services, further CTN's charitable purposes and do not result in inurement or impermissible private benefit.

Section 9. Use of Outside Experts. In conducting the periodic reviews provided for in Section 8, CTN may, but need not, use outside advisors. If outside advisors are used for their use shall not relieve the board of its responsibility for ensuring that periodic review is conducted.

CERTIFICATE

I, Deionja Hainer, the duly elected, qualified and acting Secretary of Comfort the Nation an Arizona nonprofit corporation, do hereby certify that the above and foregoing are the Bylaws of this corporation duly and regularly adopted by the directors thereof effective June 30, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of June, 2025.

D Hainer
Secretary

CONFLICT OF INTEREST STATEMENT

I, _____, a director, principal officer or member of a committee with board delegated powers of the Arizona nonprofit corporation Comfort the Nation acknowledge and affirm that I have:

- a. received a copy of the conflict of interest policy as contained in the Corporation's Bylaws;
- b. read and understood the policy;
- c. agreed to comply with the policy; and,

understood that CTN is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax exempt purposes.

Date: _____

By: _____

A director, principal officer or member of a committee with board delegated powers