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AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SECRETARY OF STATE
STATE OF IDAHO
MASONIC TEMPLE ASSOCIATION, INC.

Amended and Restated Articles of Association of Masonic Temple Association, Inc., an Idaho non-profit Cooperative Association, (the "Cooperative Association" or "Cooperative Association") are hereby adopted and executed by the Cooperative Association and submitted for filing pursuant to the provisions of Title 30, Chapter 3 of the Idaho Code commonly known as the Idaho Nonprofit Corporation Act as follows:

ARTICLE I

(Name)

The name of the Cooperative Association shall be: Masonic Temple Association, Inc.

ARTICLE II

(Duration)

The period of duration of the Cooperative Association shall be perpetual.

ARTICLE III

(Purpose)

The purposes of which the Cooperative Association is formed are:

To provide suitable and adequate accommodations for the various Masonic Lodges, Chapters, Affiliated Organizations and Associations in the City of Lewiston, County of Nez Perce, State of Idaho, and to that end to hold real and personal property of all kinds and to erect, construct and maintain or acquire, a suitable building and furnish same with suitable building and furnish same with suitable equipment, furniture, furnishings and other personal property as may from time to time be deemed and desirable for that purpose; to sell, dispose of and exchange said real and personal property from time to time as may be deemed advisable; to acquire other real and personal property in lieu

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thereof or in addition thereto; to acquire or erect and construct, as may be deemed advisable, another building or other buildings to meet the needs of said Masonic Lodges, Chapters, Organizations and Associations as aforesaid, with power to rent and lease any unused space therein for any lawful purpose no inconsistent with the principles of Freemasonry.

To acquire and hold title to any real and personal property for the use and benefit of any Masonic Lodge, Chapter, Affiliated Organization or Association, and to dispose of and transfer the title thereto as may be directed by said Lodge, Chapter, Organization or Association.

To acquire, buy grant, purchase, devise or bequest and to lease, hold, sell, develop, improve, mortgage, convey, or otherwise acquire and dispose of real and personal property necessary or proper for the carrying out of the purposes of the Cooperative Association, subject to such limitations as may be prescribed by law, for the benefit of the members of the Cooperative Association and not for pecuniary profit.

To borrow money, to lend money, and to evidence the indebtedness of this Cooperative Association by notes, bonds or other instruments, and to secure the same by pledge, mortgage, trust deed, or such other instruments as to the Cooperative Association may seem proper.

To make and perform contracts of every kind with any person, firm, association or corporation, for the benefit of the members of the Cooperative Association and not for pecuniary profit.

To do any and all things convenient and incidental to the purposes herein expressed, and generally to have and exercise all such powers as are law conferred on associations of like character, and, without in any particular limiting any of the objects or purposes or powers of the association, the business and purposes of the corporation shall be from time to time to do any one of more or all of the acts and things herein set forth, and all such other acts, things and businesses in any manner connected therewith or necessary, incidental, convenient or auxiliary thereto, or calculated directly or indirectly to promote the interests of the Cooperative Association, or enhance the value of any of its property or rights as the Cooperative Association may lawfully do; and in carrying on its activities on behalf of its members or for the purpose of attaining any of its objects to do any and all things and exercise any and all other powers

not prohibited by law, and either as or by and through principals, agents, attorneys, trustees, contractors, factors, lessors, lessees or otherwise, either alone or in connection with others, for the benefit of the members and not for pecuniary profit.

ARTICLE IV

(Limitations)

No part of the net earnings of the Cooperative Association shall inure to the benefit of any private member or individual. No substantial part of the activities of the organizations will be used to carry on propaganda, or otherwise attempt to influence legislation, (except as otherwise provided in subsections (h) of the IRC). The Cooperative Association will not be used to participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Consistent with its purposes and subject to these limitations, the Cooperative Association is organized to do any lawful activity permitted under the laws of the State of Idaho.

ARTICLE V

(Powers)

The Cooperative Association shall have powers granted by law necessary and proper to carry out its above-stated purposes, consistent with its qualifications as a section 501(C) nonprofit corporation.

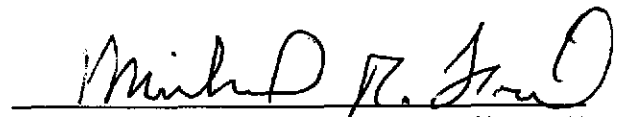
ARTICLE VI

(Address and Registered Agent)

The address of the registered office of the Cooperative Association shall be 855 Main Street, Lewiston, Idaho 83501. The name of the registered agent of the Cooperative Association at such office shall be Mike Feil.

CONSENT TO APPOINTMENT AS REGISTERED AGENT

I, Mike Feil, hereby consent to serve as the registered agent in the State of Idaho for the Cooperative Association herein named. I understand that as agent for the Cooperative Association, it will be my responsibility to receive service of process in the name of the Cooperative Association; to forward all mail to the Cooperative Association; and to immediately notify the office of the Secretary of State in the event of any resignation or any in the registered address of the Cooperative Association for which I am agent.


Mike Feil

ARTICLE VII

(Membership)

Members of the Cooperative Association will be the Masonic Lodges, Chapters, or affiliated organizations or associations so long as they remain qualified under the Cooperative Association Bylaws. The said Cooperative Association shall never issue any capital stock. The right of interest in all members in this Cooperative Association shall be equal, and no member can have or acquire a greater interest therein than any other member. No organization shall become a voting member of this Cooperative Association shall consist of representatives duly elected or appointed from the following currently qualified organization having one vote:

Scottish Rite of Bodies of Lewiston.

ARTICLE VII

(Associators)

The name and post office address of the associators are as follows:

Mike Feil

P.O. Box 1845, Lewiston ID 83501-1463

Matt Plemmons

P.O. Box 1845, Lewiston ID 83501-1463

Sam Poleson

P.O. Box 1845, Lewiston ID 83501-1463

The associators shall serve as directors and shall manage and control the affairs of the Cooperative Association until their successors are appointed.

ARTICLE IX

(Directors)

The number of directors of the Cooperative Association shall be not less than **three (3)** and not more than fifteen (15) and the number, qualifications and terms of office, manner of election, time, place and manner of calling meetings and powers and duties of the directors shall be prescribed by the Bylaws.

ARTICLE X

(Officers)

The officers of this Cooperative Association shall consist of a President, Vice-President, and Secretary-Treasurer, and such other officers as the Board of Directors of the Cooperative Association shall deem necessary, all of whom shall be members of a Voting Member organization in good standing and who shall be elected by the Board of Directors and hold office during the pleasure of the Board. Each of the officers shall have such powers as may be conferred upon him by the Bylaws of the Cooperative Association.

ARTICLE XI

(Amendments)

Amendments to these Articles of Incorporation may be adopted at an annual meeting of the members or any special meeting called for that purpose upon a two-thirds vote of the members present or represented by proxy at the meeting.

ARTICLE XII

(Termination and Final Distribution)

In the event that the Cooperative Association ceases to function as a non-profit Cooperative Association or is dissolved for any reason, its assets shall be distributed to an entity qualifying under section 501(c) of the Internal Revenue Code of 1986, as amended from time to time, in such a manner as the Board of Directors shall determine. Any such assets not so distributed shall be distributed by the district court of the county in which the principal office of the Cooperative Association is then located, exclusively for such purposes or to such organizations as said court shall determine to be consistent with the purposes of the Cooperative Association.

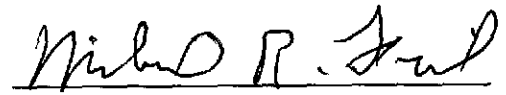
ARTICLE XIII

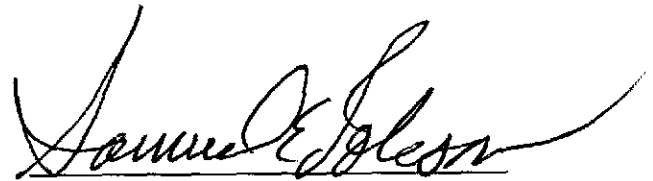
(Indemnification)

The Cooperative Association will indemnify any director, officer, employee, or agent of the Cooperative Association made a party, or threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than one by or in the right of the Cooperative Association to procure a judgment in its favor, brought to impose a liability on such person for an act alleged to have been committed by such person in his or her capacity as director or officer of the Cooperative Association, or as director, officer, employee, or agent of any other entity when he or she served at the request of the Cooperative Association), by reason of fact that he or she is or was a director, officer, employee or agent of the Cooperative Association, or is or was serving at the request of the Cooperative Association as a director, officer, employee or agent of another

Cooperative Association, partnership, joint venture, trust, or other enterprise. Indemnification shall include judgments, amounts paid in settlement and reasonable expenses, including attorney fees, actually and reasonably incurred as a result of such action, suit or proceeding or any appeal therein. Indemnification shall occur if such person is either successful in his or her defense or if the proceeding is terminated by settlement, and if such person acted in good faith in the reasonable belief that such action was in the best interest of the Cooperative Association. In criminal actions or proceedings, indemnification shall occur only if such person had reasonable grounds for belief that such action was lawful. No indemnification shall exist for criminal acts committed by such person.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
~~2nd~~ day of ~~November~~, 2015.
25 JANUARY 2016 MRF.


Mike Feil


Sam Poleson


Matt Plemons