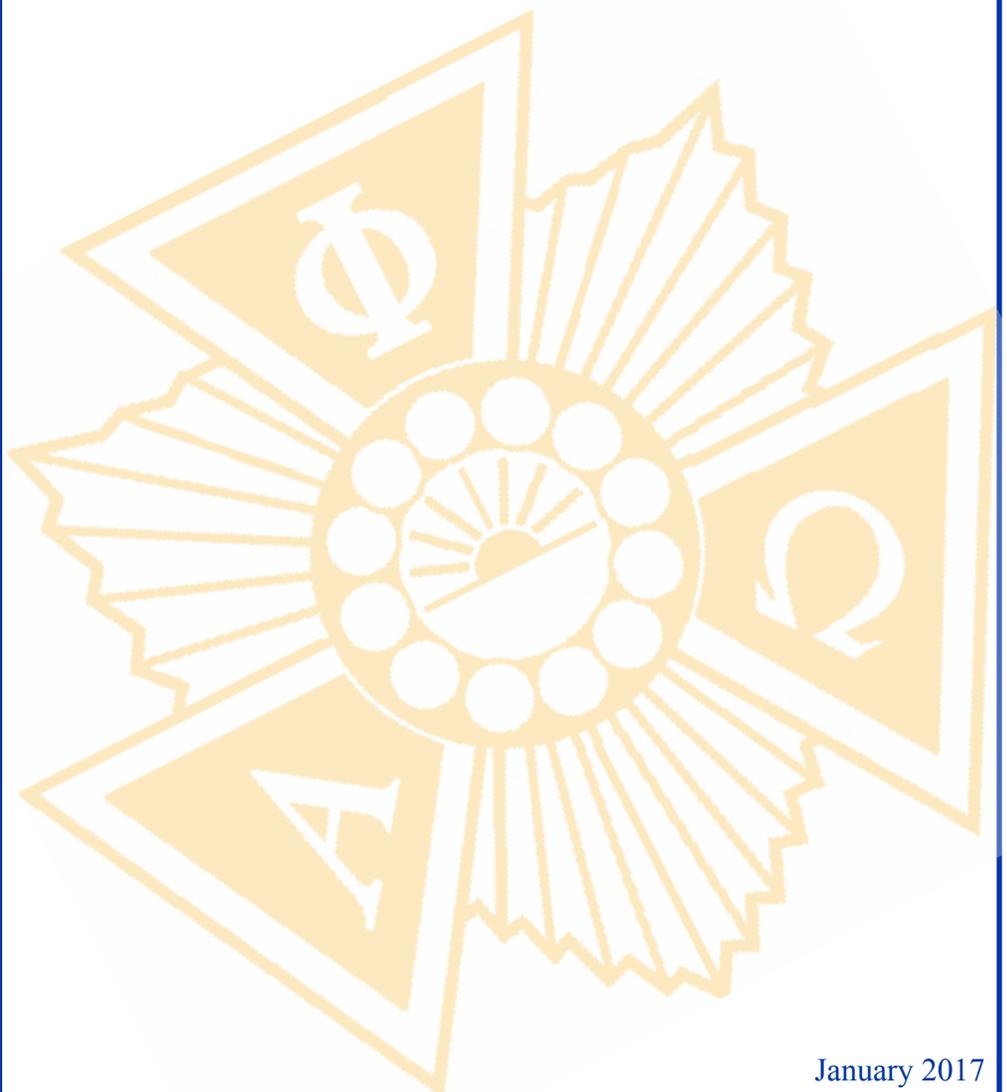


Alpha
Phi
Omega



BOARD POLICY MANUAL



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ALPHA PHI OMEGA
BOARD OF DIRECTORS POLICY MANUAL

FOREWORD

The office you now hold as a member of the Board of Directors of Alpha Phi Omega involves both great responsibility and great opportunity.

It is our hope that this Policy Manual will better enable you to fulfill your responsibilities and take advantage of your opportunities as we all strive to make Alpha Phi Omega an even better reflection of our Founder's vision.

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CATEGORY 1 – AUTHORITY

Policy 1-1. Board Authority.

These Policies have been issued by the Board of Directors of Alpha Phi Omega, pursuant to the authority granted by the National Bylaws of Alpha Phi Omega (ARTICLE VI - National Board of Directors, Section 1. National Board of Directors).

Policy 1-2. Revisions.

Revisions to these Policies of Alpha Phi Omega become effective upon approval by the Board of Directors, unless otherwise specified.

CATEGORY 2 - NATIONAL BOARD OF DIRECTORS

Policy 2-1. Board Meetings.

1. The winter Board meeting following each National Convention will be held in Kansas City, Missouri. Other Board meeting sites will be determined by the Board after receiving recommendations (determined by availability and cost) from the National Executive Director.
2. The number of Board meetings per year shall be held to the minimum number necessary for the efficient operation of the Fraternity; the expenses of all meals, refreshments and lodging at the Board meeting will be paid for by the individual members.
3. The National Executive Director will send the appropriate charges to each attending member.

Policy 2-2. Records Maintenance.

All Board members are to compile and maintain records related to their Board functions for passing on to future Board members.

Policy 2-3. Budget.

The National Board of Directors reviews the budget proposal prepared by the Finance Committee and takes final action to modify and/or approve and adopt it.

Policy 2-4. Mail Ballots.

A mail or electronic ballot is possible on items selected in advance by the Board. If no response is received within 10 days from the date of mailing, an affirmative vote is assumed.

Policy 2-5. Board Decisions.

Excluding those items declared by the National President to be of an emergency nature, the Board reserves unto itself all matters of business and decision. This shall in no way be interpreted to interfere with the usual, customary, and reasonable exercise of office or officer function.

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Policy 2-6. Selection of National Treasurer.

The Board at its first meeting following a National Convention shall elect one of the seven members from the members elected at the National Convention to be National Treasurer, the National President and National Vice President are excluded from being National Treasurer. The National Treasurer will chair the National Finance Committee. A simple majority vote will determine the election.

Policy 2-7. Board Reports.

repealed

Policy 2-8. Employment of National Executive Director.

Whenever a National Executive Director other than the incumbent is to be employed, final nominees shall be interviewed by the Special National Committee appointed by the National President. The Committee will make recommendations to the National President, who shall submit his choice to the Board of Directors for approval.

Policy 2-9. Board Meeting Attendance by Non-Board Members.

Non-Board members will be allowed to sit in as observers during Board meetings. Such guests are to be excused whenever the Board meets in Executive Session or upon the request of any Board member.

Policy 2-10. Recording of Board Meetings.

Board meetings are not to be recorded unless approved by the Board.

Policy 2-11. Filling Board Vacancies.

Selection of a replacement to fill a vacancy among the elected positions on the Board of Directors shall be by election at a meeting of the Board of Directors only. If the next Board meeting is more than six months in the future, election by mail or electronic ballot is authorized. After notice of the vacancy, nominations shall be received at the National Office up to thirty (30) days prior to the next meeting of the Board. Notice of the nominees shall be sent to the Board fifteen (15) days prior to a Board meeting; nominations shall be made at the Board meeting. The election shall be a special order of business to follow action on the minutes of the previous Board Meeting. To insure write-in votes, election shall be by ballot.

Policy 2-12. Board Meeting Minutes.

Draft minutes of the Board meetings will be mailed to the Board of Directors within ten (10) working days following each Board meeting.

Policy 2-13. Auditor.

The Board of Directors will select an auditing firm for performing the certified audit on a three-year contract basis.

Policy 2-14. Employment/Business Arrangement of Relatives.

The employment of or contracting for services with, any spouse, child, or relative of an exempt

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employee is prohibited. Each new employee or Board member will disclose to the National President or the National Executive Director any relationships which are conflicts of interest or perceived conflicts of interest. Failure to disclose a conflict of interest or perceived conflict of interest will be grounds for disciplinary action.

Policy 2-15. Affinity Partnership Policy.

For the purposes of this policy, the following distinction is recognized:

Membership benefit programs may include the following three categories:

1. Sponsorships: A company sponsors an event/activity for recognition.
2. Discount Programs: Discounts provided to our members, no income for the Fraternity.
3. Affinity Programs: Services or a product of an organization or company that the Fraternity promotes to our members in exchange for revenue.

This policy is specifically designed to assist the organization when considering entering affinity partnerships; however, in the absence of similar guidance for sponsorships and/or discount programs, it may also provide aid for consideration.

The following criteria should be met for Alpha Phi Omega to enter affinity agreements:

- 1) The prospective affinity partner should be aligned with Alpha Phi Omega's mission, values and goals and have no clear legal, environmental, or social conflicts with Alpha Phi Omega's mission.
- 2) The product or service offered should be broadly available in a large portion of the country, and there should be an expectation of a high level of successful market penetration within our active membership.
- 3) The prospective affinity partner should assume all direct costs for the promotion of any product/service offered to the Alpha Phi Omega membership.
- 4) Distribution of promotional material and/or communication of any kind to Alpha Phi Omega members should be made either by Alpha Phi Omega or through a third-party distribution channel approved by Alpha Phi Omega. Membership lists may be provided directly to an affinity partner under clearly defined (i.e. written agreement), single-use-only circumstances.
- 5) No phone solicitation of Alpha Phi Omega members by an affinity partner is allowed. Alpha Phi Omega may allow a maximum of three (3) communications via post or e-mail to Alpha Phi Omega members during the term of an agreement with an affinity partner. Alpha Phi Omega may agree to promote an affinity partner's products/services on its website.
- 6) The National Executive Director or a designee should conduct a review of a prospective affinity partner, exercising due diligence to protect the Fraternity's interests and minimize potential risk of or exposure to negative consequences that might reasonably be anticipated from such a review. "Due diligence" in researching a prospective affinity partner shall, at a minimum, include some combination of the following:
 - a. A review of the prospective partner's website. This may include the company's mission,

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principal leadership, investment strategy, profitability, community support programs, history, etc.

b. A check of the prospective partner's record with the Better Business Bureau in the city/state where the company headquarters is located.

c. A search of the internet through search engines, including pairing the prospective partner's name with terms such as "illegal," "unethical," or "violation," etc.

d. A local search of the mass media archives for recent coverage in the local market where the prospective partner's headquarters is located.

e. A brief interview of other nonprofit staff whose organizations already have established partnerships with the company. Ideally, these existing partners are "found," rather than provided by the prospective partner.

7) The term of the agreement between Alpha Phi Omega and an affinity partner should be twelve months, commencing with the date that both parties have signed any written agreement. Renewal terms should abide by these same guidelines. Any written agreement should include the opportunity for either party to terminate the partnership with or without cause providing at least thirty (30) days notice.

8) Exclusivity should be neither guaranteed nor implied.

The National Executive Director or a designee is responsible for the direct contact, negotiation, and management of all affinity partnerships. The National Executive Director or a designee shall review any affinity program with the National Finance and Operations Committee or a subcommittee thereof – which may recommend entering or declining an affinity partnership to the National President, who is authorized to approve affinity partnerships and to direct the National Executive Director to execute affinity agreements in accordance with these guidelines.

The National Executive Director should notify the Board within seven (7) days of approval of a new affinity partnership. The National Executive Director should also notify the Board at least seven (7) days prior to any communications with members via post or e-mail, and whenever possible include a sample of the communication.

Annually, the first mailing via post pertaining to affinity partnerships shall include a response mechanism providing the recipient with instructions should they desire to 'opt out' of future mailings. All e-mail communications will provide a similar response mechanism. Exceptions to length of terms and exclusivity clauses contained in this policy can be made by the National Executive Committee.

CATEGORY 3 - NATIONAL EXECUTIVE COMMITTEE

Policy 3-1. National Board Emergency Powers.

In the event of a financial, legal, personnel or public relations emergency, the Executive Committee will have the powers of the National Board to act, for the best interests of the

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Fraternity, on emergency matters which the Committee reasonable determines require handling before the next scheduled meeting of the Board of Directors.

CATEGORY 4 – OTHER COMMITTEES

Policy 4-1. Fall Pledge Class Namesake Honoree Committee

As soon as is practical after the National President has appointed the committee of Board and Operations Council members, the committee will meet to prepare a request for nominations to be distributed by March 1 to all chapters, section chairs, and Board members. The committee will include in this notice an explanation of the Pledge Class Namesake Honor, instructions for how to make a nomination, and the standards and guidelines by which all nominations will be evaluated.

All nominations received in the National Office by May 1 will be considered by the committee. All nominations received in the National Office by the May 1 deadline will be distributed to all committee members by May 5. Each committee member will vote for one of the nominees to be recommended to the Board of Directors. Votes will be submitted to and tallied by the National Vice President unless otherwise directed by the National Vice President. A majority vote will be required for a nominee to be recommended to the Board of Directors. Committee members will be informed of the results of voting before the committee's recommendation is distributed to the Board of Directors for action at the Board's summer meeting.

The National Vice President will ensure that sufficient communication with committee members occurs during the voting process. Discussions among committee members may occur via in-person meetings, telephone conversations, electronic mail, or other forms of communication. If necessary, the committee will convene in person immediately prior to the Board of Directors' summer meeting to finalize the recommendation to be presented to the Board at that meeting.

CATEGORY 5 - NATIONAL PRESIDENT

Policy 5-1. Countersigning Minutes.

The National President will countersign the official minutes of the Board of Directors meetings and cause the official minutes to be placed in the official Corporate Minute Book.

Policy 5-2. Emergency Powers.

"Excluding those items declared by the President to be of an emergent [sic] nature, the...Board reserves unto itself all matters of business and decision." This does not interfere with the usual exercise of office or officer function.

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CATEGORY 6 - NATIONAL EXECUTIVE DIRECTOR

Policy 6-1. Reporting Responsibilities.

The National Executive Director reports to and is responsible in the performance of his duties to the National President.

Policy 6-2. Evaluation.

A mutual evaluation by and of the Board and the National Executive Director will take place annually.

CATEGORY 7 - FINANCE

Policy 7-1. Bank Account Signatures.

Checks payable to Fraternity employees that are authorized signatures must be countersigned by an individual authorized by the Board of Directors. The National Executive Director is authorized to sign singly on checks for amounts up to \$4,000. The National President in concurrence with the National Treasurer may authorize in writing for the National Executive Director to sign singly for higher amounts for items which the Fraternity pays, monthly or quarterly on a regular basis. The National President, in consultation with the National Treasurer, makes this rule more restrictive if conditions warrant.

"Notwithstanding these disbursement policies, nothing will preclude the National Executive Director from authorizing payments to comply with regulatory requirements from governmental agencies such as the Internal Revenue Service."

Policy 7-2. Bonding.

Each officer and employee handling Fraternity monies shall be bonded, in the amount of \$500,000 or greater.

Policy 7-3. Banking Resolution

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Policy 7-4. Endowment Trust Agreement.

The Endowment Trust Agreement dated December 30, 1996, currently in effect, is included in this manual as Reference 1.

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Reference 1: ENDOWMENT TRUST AGREEMENT

ENDOWMENT TRUST AGREEMENT

THIS AGREEMENT, made this 30th day of December 1996, by and between ALPHA PHI OMEGA, a not-for-profit corporation, organized and existing under the laws of the State of Missouri, hereinafter sometimes referred to as the "Fraternity," and Charles G. Bowen, Dr. Stan Carpenter, John M. Childs, Lorin A. Jurvis, John R. Trunick III, and John M. Wetherington and their successors as provided herein, hereinafter referred to collectively as "Trustees," supersedes and replaces in its entirety the Trust Agreement dated the 27th day of December 1977, as amended the 18th day of February 1978, and further amended the 30th day of December 1986.

WITNESSETH:

WHEREAS, the Fraternity has approved the creation and establishment of an Endowment Fund, hereinafter referred to as the "Fund," for the benefit of the Fraternity, its goals and ideals, upon the terms and conditions as hereinafter set forth; and

WHEREAS, in order to ensure the devotion to such purpose of all contributions made to the Fund, it has been determined to place the Fund in Trust, to be held, administered and distributed as hereinafter set forth; and

WHEREAS, the Trustees have been selected to serve as Trustees of the Fund and by their execution of this document hereby signify their willingness to serve as Trustees upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the Fraternity hereby reaffirms the sale, assignment, transfer and set over unto the Trustees all of its right, title and interest in and to the property heretofore executed under the previous Agreement to be held by said Trustees, in Trust, nevertheless, for the uses hereinafter set forth.

FIRST: Name. The Trust hereby created shall be known as the Alpha Phi Omega Endowment Fund.

SECOND: Purpose. This Trust is established as a means of providing benefits for the goals, purposes and perpetuation of the Fraternity; provided, however, no part of the activities or the expenditure of funds from this Trust shall be involved with the carrying on of propaganda, or otherwise attempting to influence legislation, nor intervening in any political campaign on behalf of any candidate for public office; no part of the income or property of this Trust shall inure to the benefit of, or be distributed to, the Trustees hereunder except for reasonable compensation for services actually rendered in carrying on the work of the Trust or for any other purpose inconsistent with or contrary to the provisions of Section 501(c)(3) of the Internal Revenue Code (1954) or as said section may hereafter be amended.

THIRD: Trustees. The Trustees hereunder shall be seven (7) in number.

Upon the coming into force of this agreement, the six Trustees named above shall elect four (4) successor Trustees, whose terms shall expire as follows: one (1) on December 31, 1997, two (2) on December 31, 1999, and one (1) on December 31, 2001. The National Board of Directors of the Fraternity shall elect three (3) successor Trustees, whose respective terms shall expire December 31, 1998, December 31, 2000, and December 31, 2002. Upon the completion of these initial elections, the current terms of the original six (6) Trustees named above shall be deemed to have expired and the newly elected Trustees shall assume their duties.

Thereafter, the Trustees shall elect, as terms expire, a total of four (4) successor Trustees, for a term of six (6) years expiring on the 31st day of December in odd-numbered

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years. The remaining three (3) Trustees shall be elected, as terms expire, by the National Board of Directors of the Fraternity for a term of six (6) years expiring on the 31st day of December in even-numbered years.

Each Trustee shall continue to serve as Trustee past his or her expiration date until a successor Trustee has been elected as provided herein to ensure seven (7) Trustees will be serving at all times. A Trustee may serve successive terms if re-elected.

The Trustees shall elect a Chair from among the Trustees every two (2) years who shall continue to serve as Chair until a successor Chair has been elected. In the event the then present Chair's term as Trustee has expired, the Chair shall continue to serve as Chair of the Trustees until a new Chair has been elected. A Chair may be elected for more than one (1) term and may be removed by the unanimous action of the other six (6) Trustees.

The National President of the Fraternity shall serve as a non-voting advisor and the National Executive Director of the Fraternity shall serve as the non-voting Secretary of the Trustees.

When a vacancy occurs among the Trustees, a successor Trustee will be elected to serve for the duration of the unexpired term, in accordance with the procedures prescribed above. Trustees may not be removed except for good cause shown by the unanimous vote of the other Trustees.

The Trustees may conduct business at meetings duly held, by mail, telephone and/or electronic means, provided that minutes of all actions shall be recorded and made available to interested parties. Unless otherwise provided herein, action by the Trustees will be determined by the vote of a majority of the individual Trustees.

FOURTH: Additions to Trust: The Trustees may accept as an addition or additions to the Trust any and all gifts, contributions, donations, devises and bequests of any type of property, real or personal, either from the Fraternity or from other persons, firms, foundations or corporations, provided, however, that such additions are kept and maintained with the spirit and purpose of the Fraternity and this Trust.

The Trustees may receive funds from the Fraternity or other donors designated for specific purposes and programs within the Fraternity. The Trustees will honor the expressed wishes and directions of the donors in so far as possible regarding the use and distribution to the Fraternity of such funds.

FIFTH: Administration of Trust. The Trustees shall manage, invest and reinvest the Trust property and shall distribute the Trust principal and income only upon the following terms:

(1) The Trustees, upon written request of the National President, shall reimburse the Fraternity for actual and reasonable expenses incurred by the Fraternity in maintaining and increasing the Fraternity's Life Member program so long as the Fraternity continues to deposit life membership fees to the Trust;

(2) The Trustees may distribute and pay over from the income and principal of the Trust to the Fraternity such sums as the Trustees, in their sole judgment and discretion, determine to be in the best interest of the Fraternity for such purposes including, but not limited to, the preservation and continued operation of the Fraternity, National Fraternity programs or any other reasons as the Trustees deem proper. The Trustees shall give serious consideration to any request by the Board of Directors of the Fraternity for funds and will respond in writing to any written request of said Board within a reasonable time.

SIXTH: Powers and Duties of Trustees. The Trustees shall have all the powers generally conferred upon Trustees by law, and without limiting the same, but in furtherance thereof and in addition thereto are hereby authorized and empowered to and shall take charge of the Trust Fund and to hold, manage, operate and control the property constituting the same according to their own judgment and discretion. The Trustees shall have power and authority in

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their discretion to invest, reinvest and keep the Trust Fund invested so far as they are able to do so to advantage in investments which, under the circumstances prevailing, persons of prudence, discretion and intelligence would select in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, and within the limitations of this standard to acquire every kind of property, real, personal, mixed and every kind of investment, specifically but not by way of limitation, units or participation in any common trust fund, bonds, debentures and other corporate obligations, and stocks, preferred or common, which persons of prudence, discretion and intelligence acquire for their own accounts; convert, reconvert and exchange and from time to time vary and change the investments whether original or subsequent; ensure against all manners of risks of loss, including public liability; lease for any terms of years; grant options, easements and oil, gas and mineral rights upon the trust property or any part thereof in perpetuity or for such times and upon such terms and conditions and when and as often as the Trustees in their judgment shall deem best; retain and continue to hold indefinitely as investments any property deposited hereunder, regardless of whether they would or could have purchased the same as Trustees and without being under any duty either to convert or diversify the same, and whether or not the same is productive of income; determine for themselves all doubtful questions of trust accounting; allocate to or apportion between principal and income, in good faith, as they deem just, all receipts of money or property, including the proceeds of extraordinary cash or stock dividends; either amortize premiums or accumulate discounts, or not, on any securities whether original or otherwise; vote in person or by proxy upon all securities at any time held by them; cause any securities or other property held for the trust to be issued in the Trustees' names as Trustees, in their names individually or in the name of the nominee of the Trustees or in bearer form and to hold and to continue to hold such securities or other property so registered; initiate or participate, or not, at any stage in any plan for the reorganization, recapitalization, financing or refinancing of any corporation or association of which they hold shares or obligations; purchase at public or private sale any property in which they have any interest as Trustees hereunder; sell any property belonging to the Trust, either for cash or upon deferred payments, with or without taking a lien for the purchase money; reduce interest rates on obligations owing to the Trust; release guaranties and accept surrenders of leases; extend mortgages or carry them past due without extension without regard to the value of the security, all gratuitously or otherwise if deemed for the advantage of the Trust; use either principal or income or the proceeds of insurance policies or condemnation proceedings or any part thereof for taxes, general or special assessments, ordinary or extraordinary repairs, improvements and rebuilding improvements on property held in freehold or leasehold, insurance assessments on shares of stock, expense of reorganization or refinancing, or employment of agents, including but not limited to investment managers and advisors, depositories, custodians and attorneys; and pay the reasonable and customary charge for their services; accumulate reasonable reserves from time to time out of income for the payments of taxes, repairs to buildings, and other anticipated charges and expenses; borrow money and make contracts on account of the Trust and mortgage or pledge Trust property as security, solely in their capacity as Trustees and without individual liability; loan money to the Fraternity and require rates, mortgages or other evidences of indebtedness and forgive indebtedness of the Fraternity, make, execute and deliver all deeds, mortgages, assignments, notes, checks, endorsements, consents and other instruments necessary or convenient in executing any power conferred upon the Trustees by this instrument. No person dealing with the Trustees shall be bound to see to or be liable for the application of any money or other consideration loaned or otherwise paid to the Trustees or to inquire into the power or authority of the Trustees or into the validity, expediency or propriety of any transaction affecting

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the Trust funds or any part thereof. After the Trustees have made any payments as provided herein to the Fraternity, the Trustees shall be fully, completely and forever discharged and exonerated from any and all liability of every nature whatsoever with respect to how such payments so paid and disbursed are handled thereafter. The Trustees may incorporate the Fund as a not-for-profit corporation.

SEVENTH: Accounting. The Trustees shall cause to be kept accurate accounts of all investments, receipts, disbursements and other transactions hereunder and their accounts, books and records relating thereto shall be open at all reasonable times for inspection by interested persons. The fiscal year of this Trust as defined herein shall commence on the 1st day of July and shall terminate on the 30th day of June of the next year, but said fiscal year may be amended by majority vote of the Trustees at any time. Within thirty (30) days following the completion of the audit for each fiscal year of the Trust, the Trustees shall provide to the National Finance/Operations Director of the Fraternity a copy of the financial statement of account and audit, with a list of the securities and other property of the Trust at the end of said fiscal year.

EIGHT: Duration. This Trust created hereby shall continue in perpetuity. In the event the Fraternity or its successors shall cease to exist, the last Trustees shall maintain the Trust as herein provided for a period of twenty-one (21) years after the date of the last meeting of the Board of Directors of the Fraternity or its successors. If the Fraternity shall not be reconstituted or reactivated within said term of twenty-one (21) years, the Trustees shall, after paying or making provision for the payment of all of the liabilities of the Trust, pay over and distribute all of the Trust principal and income to the Boy Scouts of America, free and clear of trust, provided, however, the Boy Scouts of America are, at the time of said distribution, organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law). In the event the Boy Scouts of America does not qualify as an exempt organization as referred to above, the Trustees shall dispose of all of the assets of the Trust exclusively for the purposes of the Trust in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Circuit Court, or the Court having jurisdiction of same, of the county in which the principal office of the Fraternity has been located or was last located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes. To ensure the continuity of management of the Trust, during any period after which the Fraternity or its successors have ceased to exist as provided herein and any of the last Trustees shall die, resign or become disabled so as to prevent them from serving effectively as Trustees, the remaining and surviving Trustees shall elect a successor Trustee for each Trustee who has died, resigned or become disabled to fulfill the term of said Trustee.

NINTH: Amendments. This Agreement and the Trust herein created shall be irrevocable and may only be amended by the affirmative vote of three-fourths (3/4) of all Trustees.

IN WITNESS WHEREOF, the Fraternity and the Trustees have executed this instrument on the day and year first above written.

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BOARD OF DIRECTORS

ENDOWMENT TRUSTEES

By _____ By _____
National President Chair

End of: Reference 1: ENDOWMENT TRUST AGREEMENT